



Gig Harbor Fire & Medic One

AGENDA
Commissioners' Meeting
November 28, 2023 (Hybrid Meeting)
5:00 P.M.

1. Call to Order/Pledge of Allegiance
2. Approval of the Agenda
3. Commissioner Absence
4. Communications
5. Approve minutes of November 14, 2023 Commissioner meeting
6. Voucher Approval
 - Accounts Payable Vouchers: 200355-200398 \$ 235,083.27
 - Payroll Vouchers 200338-200354: \$ 952,507.79

SUBTOTAL VOUCHERS: \$ 1,187,591.06

 - ACH Payroll Transfer: \$ 1,272,151.13
 - 941 Payment – ACH Payroll Transfer \$ 307,358.48
 - Wire Transfer Fees \$ 80.00

SUBTOTAL PAYROLL ACH TRANSFERS: \$ 1,579,589.61

GRAND TOTAL VOUCHERS AND ACH TRANSFERS: \$ 2,767,180.67
7. Local 3390 Reports
8. Chiefs Reports
9. Standing Committee Reports
10. Finance Report K. Hackmeister
11. Chairman's Report
12. 2022 Bond Update
13. **OLD BUSINESS**
 - a.
 - b.
14. **NEW BUSINESS**
 - a. Professional Services Contract for Legal Services D. Doan
 - b. Resolution 2023-XX Dissolution of PCSORT ILA D. Doan
15. Open Public Comment (state your name for the record, you will have 3 minutes)
16. **GOOD OF THE ORDER**
17. **SPECIAL INTERESTS/UPCOMING EVENTS**

Adjourn Meeting. Next regular meeting will be **December 12, 2023, at 5:00 PM**



Gig Harbor Fire & Medic One

COMMISSIONERS' MEETING MINUTES

November 14, 2023

Chairman Urvina called the meeting to order at 5:00 p.m. and led the Pledge of Allegiance.

Present: Commissioners Urvina, Wilsie, Entze, Sutich and Nelson, F/C D. Doan, A/Cs P. Oldenburg, T. Meyer, S. Booth, J. Johnson, J. Black, Finance Director K. Hackmeister and EA T. VanderVaate.

APPROVAL OF THE AGENDA

Commissioners Wilsie and Entze moved and seconded approval of the agenda as presented. With no further discussion, the **MOTION CARRIED** by unanimous roll call vote.

COMMISSIONER ABSENCE

COMMUNICATIONS

MINUTES AND BLANKET VOUCHERS

Commissioners Entze and Wilsie moved and seconded approval of the October 4, 2023 meeting minutes. With no further discussion, the **MOTION CARRIED** by unanimous roll call vote.

Commissioners Nelson and Wilsie moved and seconded approval of Accounts Payable Vouchers 200218-200337 for a total consideration of \$460,816.61. With no further discussion, the **MOTION CARRIED** by unanimous roll call vote.

LOCAL 3390 REPORTS

CHIEFS REPORTS

Chief Black reported:

- The morning of November 11, 2023 a large tree fell, penetrating the roof of headquarters and breaking a 2" water line, causing a substantial amount of water damage. Discussion followed.

Chief Meyer reported:

- On November 1, 2023 the District and DEM co-hosted an expanding incident training. Several regional partner agencies also participated and it was a great day of training.

Chief Booth reported:

- The District hosted a behavioral health training last Wednesday on suicide intervention. Individuals from several area agencies participated in the training. Feedback on the course

has been excellent.

Chief Oldenburg reported:

- The lateral hiring process continues. District has received nine completed applications and numerous inquiries to date. The application period remains open for several more weeks.

Chief Doan reported:

- Congratulations go out to Commissioner Wilsie on being re-elected to his Board position for another term.
- He, along with Commissioners Entze and Urvina, attended the WFCA conference October 25-28. It was informative.
- He met with leaders of other local taxing districts to discuss bonds and levies. It was a great meeting, and they plan to meet on a regular basis.
- The agencies participating in PCSORT and PCHIT have made the decision to dissolve those groups and move toward using mutual aid agreements for response. He plans to bring a resolution to the Board for review and approval in December. District operations personnel will continue to respond, we just won't have one agency taking in money and buying equipment any longer.
- He met with the City of Gig Harbor Arts Commission to discuss public art at Station 51. The committee members are excited to partner with us.
- He will be speaking to the Gig Harbor Publican group this Saturday.

STANDING COMMITTEE REPORTS

Chief Doan reported there was a Labor Management meeting following the October 24 meeting. Chief Oldenburg reported the meeting was held to discuss creative incentives for hiring in a competitive market. District Staff are working with Local 3390 to create an MOA allowing for some small adjustments.

CHAIRMAN'S REPORT

2022 CAPITAL BOND PROJECTS UPDATE

Chief Johnson reported that he sent a project update by email last week and not much has changed since.

OLD BUSINESS

- A. Fire Engines – Purchase. Chief Black reported that District staff are ready and requesting permission to move forward with the purchase of five (5) new fire engines from Rosenbauer. Commissioners Nelson and Wilsie moved and seconded a motion to approve the purchase of five (5) Rosenbauer fire engines. With no further discussion, the **MOTION CARRIED** by unanimous roll call vote.

NEW BUSINESS

- A. **2024 Budget – Presentation of Final 2024 Budget, Levy Certification and Resolutions.** Krystal Hackmeister presented the 2024 Budget. No questions or discussion followed.

- Commissioners Nelson and Entze moved and seconded approval of Resolution 2023-12 adopting the 2024 Budget as presented. With no further discussion, the **MOTION CARRIED** by unanimous roll call vote.
- Commissioners Nelson and Wilsie moved and seconded approval of Resolution 2023-13 as presented. With no further discussion, the **MOTION CARRIED** by unanimous roll call vote.
- Commissioners Wilsie and Nelson moved and seconded approval of Resolution 2023-14 as presented. With no further discussion, the **MOTION CARRIED** by unanimous roll call vote.
- Commissioners Entze and Wilsie moved and seconded approval of Resolution 2023-15 as presented. With no further discussion, the **MOTION CARRIED** by unanimous roll call vote.

B. Damage to Headquarters Building/Station 50. Chief Doan advised the Board that pursuant to powers established by District Resolution, he declared an emergency on November 11, 2023 to mitigate further damage to 50. The emergent status is over now and District staff are following guidelines and returning to normal contracting and bid processes. Commissioner Nelson confirmed it was definitely an emergency.

PUBLIC COMMENT

GOOD OF THE ORDER

Commissioner Nelson reminded everyone that Santa Runs are quickly approaching and signup is still available.

SPECIAL INTERESTS/UPCOMING EVENTS

12/7/2023 Pierce County Fire Commissioners and Fire Chiefs Annual Banquet.

ADJOURNMENT

There being no further business to discuss, Chairman Urvina adjourned the meeting at 5:39 pm.

The next regular meeting will be 5:00 pm on Tuesday, November 28, 2023.

Chairman/Commissioner

Commissioner

Commissioner

Commissioner

Commissioner

Attest: District Secretary

VOUCHER APPROVAL:

November 13, 2023
APPROVED BY AC Oldenburg

PAYROLL:

Dollar Amount

TOTAL

Voucher Nos: 200338 through 200354 \$ 952,507.79 \$ 952,507.79
(Benefit & L&I Monthly Payment)

ACH Payroll Transfer Amount: \$ 1,272,151.13 \$ 1,272,151.13

941 ACH Payroll Transfer Amount: \$ 307,358.48 \$ 307,358.48

Wire Fees Transfer Amount: \$ 80.00 \$ 80.00

GRAND TOTAL ACCOUNTS PAYABLE & PAYROLL: \$ 2,532,097.40

VOUCHER APPROVALS

Pierce County Fire District #5

Time: 13:42:33 Date: 11/13/2023

11/22/2023 To: 11/22/2023

Page: 1

Voucher Claimant	Trans	Date	Type	Acct #	Amount	Memo
200338 AFLAC	3795	11/22/2023	Payroll	1	2,283.09	
200339 BHT BUSINESS SERVICES INDUSTRY	3796	11/22/2023	Payroll	1	10,339.88	
200340 COLUMBIA BANK	3797	11/22/2023	Payroll	1	23,125.31	
200341 DEPT LABOR & INDUSTRIES	3798	11/22/2023	Payroll	1	88,122.04	
200342 EMPLOYMENT SECURITY DEPT - PFMLA	3799	11/22/2023	Payroll	1	11,902.22	
200343 GHFFU HEALTH & WELFARE	3800	11/22/2023	Payroll	1	92,985.11	
200344 KEY BANK - DECISION POINT	3801	11/22/2023	Payroll	1	212,747.33	
200345 KEY BANK - FIDELITY	3802	11/22/2023	Payroll	1	15,207.52	
200346 LOCAL 3390 GHFUHW TRUST	3803	11/22/2023	Payroll	1	207,463.83	
200347 Local 3390 GHFUHW Trust	3804	11/22/2023	Payroll	1	17,327.72	
200348 THE HARTFORD	3805	11/22/2023	Payroll	1	7,210.87	
200349 TRUSTMARK VOLUNTARY BENEFITS	3806	11/22/2023	Payroll	1	6,610.45	
200350 VISION SERVICE PLAN - AT	3807	11/22/2023	Payroll	1	92.60	
200351 WA CARES FUND - LTC	3808	11/22/2023	Payroll	1	3,433.97	
200352 WASHINGTON PER SYSTEM EMP	3809	11/22/2023	Payroll	1	23,826.25	
200353 WASHINGTON STATE TREASURER	3810	11/22/2023	Payroll	1	20,800.00	
200354 WLEO & FFR SYSTEM EMPE	3811	11/22/2023	Payroll	1	209,029.60	

Total Vouchers:

952,507.79

VOUCHER APPROVALS

Pierce County Fire District #5

Time: 13:42:33 Date: 11/13/2023

11/22/2023 To: 11/22/2023

Page: 2

Voucher Claimant	Trans	Date	Type	Acct #	Amount	Memo
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Commissioner Signatures:

Chair

CERTIFICATION: I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described and that the claim is a due and unpaid obligation against Pierce County Fire District #5 and that I am authorized to authenticate and certify to said claim.

_____ Date

District Secretary

VOUCHER APPROVAL:

November 14, 2023
APPROVED BY FINANCE DIRECTOR HACKMEISTER

ACCOUNTS PAYABLE:

Dollar Amount

TOTAL

Voucher Nos: 200355 through 200369 \$ 41,924.24 \$ 41,924.24

Total Accounts Payable Invoices: \$ 41,924.24 \$ 41,924.24

GRAND TOTAL ACCOUNTS PAYABLE: \$ 41,924.24

PAYABLES RUN FOR COUNTY'S WARRANT PRINTING ON 11/15/23

VOUCHER APPROVALS

Pierce County Fire District #5

Time: 16:17:44 Date: 11/14/2023

11/14/2023 To: 11/14/2023

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Voucher Claimant	Trans	Date	Type	Acct #	Amount	Memo
200355 CARDINAL HEALTH 112 LLC	3812	11/14/2023	Claims	1	611.29	MEDICAL SUPPLIES - PO #99007562
	522 70 31 002 - Medical; replacement items				611.29	Atropine - 1 Qty
	Invoice #	Rcvd Date	Due Date	Description		Amount
	7335195705	11/14/2023	11/14/2023	Atropine - 1 Qty		611.29
200356 CENTURYLINK	3813	11/14/2023	Claims	1	1,748.43	FACILITIES - UTILITIES
	522 50 47 004 - Communications				111.70	Phone Svc - Stn 53 - 11/2-12/1/23 - Acct 300468948
	522 50 47 004 - Communications				122.26	Phone Svc - Stn 52 - 11/2-12/1/23 - Acct 300471239
	522 50 47 004 - Communications				88.10	Phone Svc - Stn 59 - 11/2-12/1/23 - Acct 300467832
	522 50 47 004 - Communications				116.32	Phone Svc - Stn 57 - 11/2-12/1/23 - Acct 300470829
	522 50 47 004 - Communications				282.83	Phone Svc - Shop - 11/2-12/1/23 - Acct 300478773
	522 50 47 004 - Communications				122.26	Phone Svc - Stn 56 - 11/2-12/1/23 - Acct 300481505
	522 50 47 004 - Communications				88.10	Phone Svc - Stn 58 - 11/2-12/1/23 - Acct 300484267
	522 50 47 004 - Communications				224.16	Phone Svc - Stn 51 - 11/2-12/1/23 - Acct 3409641681
	522 50 47 004 - Communications				592.70	Phone Svc - Stn 50 - 11/2-12/1/23 - Acct 300471800
	Invoice #	Rcvd Date	Due Date	Description		Amount
	11/2/23 INV	11/14/2023	11/14/2023	Phone Svc - Stn 53 - 11/2-12/1/23 - Acct 300468948		111.70
	11/2/23 INV	11/14/2023	11/14/2023	Phone Svc - Stn 52 - 11/2-12/1/23 - Acct 300471239		122.26
	11/2/23 INV	11/14/2023	11/14/2023	Phone Svc - Stn 59 - 11/2-12/1/23 - Acct 300467832		88.10
	11/2/23 INV	11/14/2023	11/14/2023	Phone Svc - Stn 57 - 11/2-12/1/23 - Acct 300470829		116.32
	11/2/23 INV	11/14/2023	11/14/2023	Phone Svc - Shop - 11/2-12/1/23 - Acct 300478773		282.83
	11/2/23 INV	11/14/2023	11/14/2023	Phone Svc - Stn 56 - 11/2-12/1/23 - Acct 300481505		122.26
	11/2/23 INV	11/14/2023	11/14/2023	Phone Svc - Stn 58 - 11/2-12/1/23 - Acct 300484267		88.10
	11/2/23 INV	11/14/2023	11/14/2023	Phone Svc - Stn 51 - 11/2-12/1/23 - Acct 3409641681		224.16
	11/2/23 INV	11/14/2023	11/14/2023	Phone Svc - Stn 50 - 11/2-12/1/23 - Acct 300471800		592.70
200357 CLAIBORNE LARRY	3814	11/14/2023	Claims	1	164.90	RETIREE MEDICARE REIMB - NOV 2023
	522 11 20 006 - Post Retirement Benefit Payments				164.90	Medicare Reimbursement - November 2023
	Invoice #	Rcvd Date	Due Date	Description		Amount
	NOV 2023	11/14/2023	11/14/2023	Medicare Reimbursement - November 2023		164.90
200358 COMCAST	3815	11/14/2023	Claims	1	73.62	FACILITIES - UTILITIES
	522 50 47 004 - Communications				73.62	Cable TV - Stns 51,54,55,56,58,59 - 11/10-12/9/23 - Acct 8498300990000883
	Invoice #	Rcvd Date	Due Date	Description		Amount
	11/2/23 INV	11/14/2023	11/14/2023	Cable TV - Stns 51,54,55,56,58,59 - 11/10-12/9/23 -		73.62
200359 COPELAND ROBERT	3816	11/14/2023	Claims	1	164.90	RETIREE MEDICARE REIMB - NOV 2023
	522 11 20 006 - Post Retirement Benefit Payments				164.90	Medicare Reimbursement - November 2023
	Invoice #	Rcvd Date	Due Date	Description		Amount
	NOV 2023	11/14/2023	11/14/2023	Medicare Reimbursement - November 2023		164.90
200360 CUSTOM PRINTS NW LLC	3817	11/14/2023	Claims	1	1,480.76	UNIFORMS - PO #41335, #41202, #41091
	522 14 20 005 - Clothing				281.90	Polos, Jacket - T Wagenmann, J Gunder
	522 22 20 005 - Clothing				117.83	Puffy Coat - PIO T. Curran
	522 22 20 005 - Clothing				1,081.03	Wildland TShirts - 100 Qty
	Invoice #	Rcvd Date	Due Date	Description		Amount

VOUCHER APPROVALS

Pierce County Fire District #5

Time: 16:17:44 Date: 11/14/2023

11/14/2023 To: 11/14/2023

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Voucher Claimant	Trans	Date	Type	Acct #	Amount	Memo
200361 DOAN DENNIS	3818	11/14/2023	Claims	1	238.73	TRAINING TRAVEL REIMBURSEMENT
522 14 43 000 - Travel & Training					238.73	Reimb - Mileage, Toll, Meals Per Diem - WFOA Conf - 10/25-10/28/23
	Invoice #	Rcvd Date	Due Date	Description		Amount
	11/1/23 REIMB	11/14/2023	11/14/2023	Reimb - Mileage, Toll, Meals Per Diem - WFOA Conf -		238.73
200362 ENTZE KEVIN	3819	11/14/2023	Claims	1	236.93	TRAVEL REIMBURSEMENT
522 11 43 000 - Travel & Training					236.93	Mileage, Toll, Meals - WFOA Conf - 10/25-10/28/23
	Invoice #	Rcvd Date	Due Date	Description		Amount
	10/30/23 REIMB	11/14/2023	11/14/2023	Mileage, Toll, Meals - WFOA Conf - 10/25-10/28/23		236.93
200363 GOODMAN CHRIS	3820	11/14/2023	Claims	1	164.90	RETIREE MEDICARE REIMBURSEMENT - NOV 2023
522 11 20 006 - Post Retirement Benefit Payments					164.90	Medicare Reimbursement - November 2023
	Invoice #	Rcvd Date	Due Date	Description		Amount
	NOV 2023	11/14/2023	11/14/2023	Medicare Reimbursement - November 2023		164.90
200364 MURREYS DISPOSAL CO INC	3821	11/14/2023	Claims	1	529.80	FACILITIES - GARBAGE/RECYCLING; FACILITIES - MED WASTE
522 50 47 003 - Refuse					110.80	Garbage/Recycling - Stn 56 - Oct 2023 - Acct 2111-321849072
522 50 47 003 - Refuse					209.54	Garbage/Recycling - Stn 50 - Oct 2023 - Acct 2111-31114712
522 50 47 003 - Refuse					191.50	Garbage/Recycling - Stn 59 - Oct 2023 - Acct 2111-31114713
522 50 47 003 - Refuse					17.96	MedWaste - Stn 56 - Oct 2023 - Acct 2111-321846634
	Invoice #	Rcvd Date	Due Date	Description		Amount
	11715829S111	11/14/2023	11/14/2023	Garbage/Recycling - Stn 56 - Oct 2023 - Acct		110.80
	11713041S111	11/14/2023	11/14/2023	Garbage/Recycling - Stn 50 - Oct 2023 - Acct		209.54
	11713042S111	11/14/2023	11/14/2023	Garbage/Recycling - Stn 59 - Oct 2023 - Acct		191.50
	11715758S111	11/14/2023	11/14/2023	MedWaste - Stn 56 - Oct 2023 - Acct 2111-321846634		17.96
200365 PACIFIC POWERSHIFTS	3822	11/14/2023	Claims	1	16,360.99	FLEET - PO #41415
522 60 48 000 - Vehicle Repairs & Maint. by Others					16,360.99	Transmission Rebuild - E27
	Invoice #	Rcvd Date	Due Date	Description		Amount
	21278	11/14/2023	11/14/2023	Transmission Rebuild - E27		16,360.99
200366 POMPS TIRE SERVICE INC	3823	11/14/2023	Claims	1	2,503.62	FLEET - PO #41339
522 60 48 002 - Tires					2,503.62	Tires - A20 - 6 Qty
	Invoice #	Rcvd Date	Due Date	Description		Amount
	2500000161	11/14/2023	11/14/2023	Tires - A20 - 6 Qty		2,503.62
200367 RIPPL DONALD J	3824	11/14/2023	Claims	1	172.24	TRAINING TRAVEL REIMBURSEMENT
522 45 43 000 - Travel: Conferences, seminars, etc					172.24	Mileage, Meals Per Diem - NFA Leadership - 11/2-11/3/23 - Woodinville, WA
	Invoice #	Rcvd Date	Due Date	Description		Amount
	11/6/23 REIMB	11/14/2023	11/14/2023	Mileage, Meals Per Diem - NFA Leadership -		172.24
200368 SPRINGBROOK HOLDING CO LLC	3825	11/14/2023	Claims	1	16,089.34	ADMIN - CONTRACT
522 14 41 005 - Professional Services Contracts					16,089.34	Subscription Renewal - Financials, Enterprise & Payroll - 1/1/24-12/31/24

VOUCHER APPROVALS

Pierce County Fire District #5

Time: 16:17:44 Date: 11/14/2023

11/14/2023 To: 11/14/2023

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Voucher Claimant	Trans	Date	Type	Acct #	Amount	Memo														
<table border="0"> <tr> <td></td> <td>Invoice #</td> <td>Rcvd Date</td> <td>Due Date</td> <td>Description</td> <td></td> <td>Amount</td> </tr> <tr> <td></td> <td>INV-B001465</td> <td>11/14/2023</td> <td>11/14/2023</td> <td>Subscription Renewal - Financials, Enterprise & Payroll</td> <td></td> <td>16,089.34</td> </tr> </table>								Invoice #	Rcvd Date	Due Date	Description		Amount		INV-B001465	11/14/2023	11/14/2023	Subscription Renewal - Financials, Enterprise & Payroll		16,089.34
	Invoice #	Rcvd Date	Due Date	Description		Amount														
	INV-B001465	11/14/2023	11/14/2023	Subscription Renewal - Financials, Enterprise & Payroll		16,089.34														
200369 ZOLL MEDICAL CORPORATION	3826	11/14/2023	Claims	1	1,383.79	MEDICAL SUPPLIES - PO #99007550														
			522 70 31 002 - Medical; replacement items		1,383.79	RESQPOD ITD 10 - 10 Qty														
<table border="0"> <tr> <td></td> <td>Invoice #</td> <td>Rcvd Date</td> <td>Due Date</td> <td>Description</td> <td></td> <td>Amount</td> </tr> <tr> <td></td> <td>3830158</td> <td>11/14/2023</td> <td>11/14/2023</td> <td>RESQPOD ITD 10 - 10 Qty</td> <td></td> <td>1,383.79</td> </tr> </table>								Invoice #	Rcvd Date	Due Date	Description		Amount		3830158	11/14/2023	11/14/2023	RESQPOD ITD 10 - 10 Qty		1,383.79
	Invoice #	Rcvd Date	Due Date	Description		Amount														
	3830158	11/14/2023	11/14/2023	RESQPOD ITD 10 - 10 Qty		1,383.79														
Total Vouchers:					41,924.24															

Commissioner Signatures:

Chair

CERTIFICATION: I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described and that the claim is a due and unpaid obligation against Pierce County Fire District #5 and that I am authorized to authenticate and certify to said claim.

District Secretary

Date

VOUCHER APPROVAL:

November 20, 2023
APPROVED BY AC OLDENBURG

ACCOUNTS PAYABLE:

Dollar Amount

TOTAL

Voucher Nos:	200370	through	200370	\$	58,201.34	\$	58,201.34
	200371	through	200398	\$	134,957.69	\$	134,957.69
	Total Accounts Payable Invoices:			\$	193,159.03	\$	193,159.03

GRAND TOTAL ACCOUNTS PAYABLE: \$ 193,159.03

PAYABLES RUN FOR COUNTY'S WARRANT PRINTING ON 11/21/23

VOUCHER APPROVALS

Pierce County Fire District #5

Time: 15:46:09 Date: 11/20/2023

11/20/2023 To: 11/20/2023

Page: 1

Voucher Claimant	Trans	Date	Type	Acct #	Amount	Memo
200370 RICE FERGUS MILLER	3831	11/20/2023	Claims	11	58,201.34	CAPITAL FUND - BOND PROJECTS
					13,426.56	594 22 62 003 - Capital Expenses - Training Campus Prof Svc thru 10/31 - Design Revalidation, Construction
					5,850.90	594 22 63 004 - Capital Expenses - Fire Station 57 Prof Svc thru 10/31 - Civil, Land, Survey, Roofing
					5,618.00	594 22 63 005 - Capital Expenses - Fire Station 53 Prof Svc thru 10/31 - Construction Docs, MacKay Svcs
					33,305.88	594 22 63 006 - Capital Expenses - Fire Station 51 Prof Svc thru 10/31 - Schematic Design, Entitlements

<i>Invoice #</i>	<i>Rcvd Date</i>	<i>Due Date</i>	<i>Description</i>	<i>Amount</i>
2022010.01-011	11/20/2023	11/20/2023		13,426.56
2022010.03-011	11/20/2023	11/20/2023	Prof Svc thru 10/31 - Construction Docs, MacKay Svcs	5,618.00
2022010.02-011	11/20/2023	11/20/2023		5,850.90
2022011.00-005	11/20/2023	11/20/2023		33,305.88

Total Vouchers: 58,201.34

Commissioner Signatures:

Chair

CERTIFICATION: I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described and that the claim is a due and unpaid obligation against Pierce County Fire District #5 and that I am authorized to authenticate and certify to said claim.

District Secretary

Date

VOUCHER APPROVALS

Pierce County Fire District #5

Time: 15:50:27 Date: 11/20/2023

11/20/2023 To: 11/20/2023

Page: 1

Voucher Claimant	Trans	Date	Type	Acct #	Amount	Memo
200371 BCBS OF ARIZONA	3832	11/20/2023	Claims	1	299.81	RETIREE MEDICAL PREMIUM - DEC 2023
	522 11 20 006 - Post Retirement Benefit Payments				299.81	Robert Copeland - ID 850496020 - Dec 2023
	Invoice #	Rcvd Date	Due Date	Description		Amount
	DEC 2023	11/20/2023	11/20/2023	Robert Copeland - ID 850496020 - Dec 2023		299.81
200372 BLUECOSMO	3833	11/20/2023	Claims	1	337.52	COMMUNICATIONS - SATELLITE PHONES
	522 28 47 004 - Communications				337.52	Satellite Phones - 11/15-11/14/23 - Acct BU329455
	Invoice #	Rcvd Date	Due Date	Description		Amount
	BU01626131	11/20/2023	11/20/2023			337.52
200373 C & K GARAGE DOORS & OPENERS LLC	3834	11/20/2023	Claims	1	3,037.61	FACILITIES
	522 50 48 000 - Repair & Maint by others				3,037.61	Emergency Svc - Stn 58 - Close & Repair Stuck Door
	Invoice #	Rcvd Date	Due Date	Description		Amount
	971922	11/20/2023	11/20/2023	Emergency Svc - Stn 58 - Close & Repair Stuck Door		3,037.61
200374 C.W. NIELSEN MFG. CORP.	3835	11/20/2023	Claims	1	647.58	LOGISTICS - PO #41232
	522 22 20 005 - Clothing				647.58	Class A and Class B Badges
	Invoice #	Rcvd Date	Due Date	Description		Amount
	49428	11/20/2023	11/20/2023	Class A and Class B Badges		647.58
200375 COMCAST	3836	11/20/2023	Claims	1	18.95	FACILITIES - UTILITIES
	522 50 47 004 - Communications				18.95	Cable TV - Stn 52 - 11/16-12/15/23 - Acct 8498360100156660
	Invoice #	Rcvd Date	Due Date	Description		Amount
	11/5/23 INV	11/20/2023	11/20/2023	Cable TV - Stn 52 - 11/16-12/15/23 - Acct		18.95
200376 CUSTOM PRINTS NW LLC	3837	11/20/2023	Claims	1	3,531.42	UNIFORMS - PO #41372, #41349, #41357
	522 22 20 005 - Clothing				639.22	Polo Shirts - Navy & Black - Stock - 24 Qty
	522 22 20 005 - Clothing				332.66	Embroidered Black Wool Caps - 12 Qty
	522 22 20 005 - Clothing				2,559.54	Navy & Black TShirts - Various Sizes - 192 Qty
	Invoice #	Rcvd Date	Due Date	Description		Amount
	4891	11/20/2023	11/20/2023			639.22
	4876	11/20/2023	11/20/2023			332.66
	4878	11/20/2023	11/20/2023	Navy & Black TShirts - Various Sizes - 192 Qty		2,559.54
200377 EF RECOVERY	3838	11/20/2023	Claims	1	6,752.60	EMS CONTRACT
	522 70 41 005 - Contracts; Transport Billings				6,752.60	Patient Care Reports - Oct 2023
	Invoice #	Rcvd Date	Due Date	Description		Amount
	0064108	11/20/2023	11/20/2023			6,752.60
200378 GRAINGER	3839	11/20/2023	Claims	1	42.62	FLEET - PO #41401
	522 60 35 001 - Small Tools & Equip.				42.62	Floor Scrubbing Pads
	Invoice #	Rcvd Date	Due Date	Description		Amount
	9894023697	11/20/2023	11/20/2023			42.62
200379 HUGHES FIRE EQUIPMENT INC	3840	11/20/2023	Claims	1	13,713.25	FLEET - PO #41409, #41424, #41416; FLEET - PO #41409, #41343
	522 60 31 010 - Vehicle Parts & Supplies				5,279.99	Governor - 2 Qty - E29, Stock; Seat Switch - Stock
	522 60 31 010 - Vehicle Parts & Supplies				3,581.87	Flow Sensor - E25, Retrofit Kit - Stock, Turn Signal - E26
	522 60 31 010 - Vehicle Parts & Supplies				280.95	6 Way Seat Switch - E29

VOUCHER APPROVALS

Pierce County Fire District #5

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Voucher Claimant	Trans	Date	Type	Acct #	Amount	Memo
	522 60 31 010		Vehicle Parts & Supplies	421.47		Heater Hose - 5 Qty - E28, Stock; Velcro Straps - 10 Qty
	522 60 31 010		Vehicle Parts & Supplies	218.21		Velcro Straps - 7 Qty - Stock
	522 60 31 010		Vehicle Parts & Supplies	103.11		Velcro Straps - 3 Qty - Stock
	522 60 31 010		Vehicle Parts & Supplies	3,431.80		Transmission Cooler - Stock
	522 60 48 000		Vehicle Repairs & Maint. by Others	395.85		Pump Test - E27
	Invoice #	Rcvd Date	Due Date	Description		Amount
	599307	11/20/2023	11/20/2023			5,279.99
	599306	11/20/2023	11/20/2023	Flow Sensor - E25, Retrofit Kit - Stock, Turn Signal - E26		3,581.87
	599135	11/20/2023	11/20/2023			280.95
	599400	11/20/2023	11/20/2023			395.85
	599340	11/20/2023	11/20/2023	Heater Hose - 5 Qty - E28, Stock; Velcro Straps - 10 Qty		421.47
	599486	11/20/2023	11/20/2023			218.21
	599390	11/20/2023	11/20/2023	Velcro Straps - 3 Qty - Stock		103.11
	598115	11/20/2023	11/20/2023			3,431.80
200380 IMS ALLIANCE	3841	11/20/2023	Claims	1	13.67	LOGISTICS - PO #41399
	522 20 31 011		FF Equip Parts & Supplies	13.67		Blue Passport Name Tags - Carr - 4 Qty
	Invoice #	Rcvd Date	Due Date	Description		Amount
	23-3110	11/20/2023	11/20/2023	Blue Passport Name Tags - Carr - 4 Qty		13.67
200381 INLAND TECHNOLOGY INC	3842	11/20/2023	Claims	1	1,879.07	FLEET - PO #41425
	522 60 31 010		Vehicle Parts & Supplies	1,879.07		30 Gallons Breakthrough Solvent, Case of Filters
	Invoice #	Rcvd Date	Due Date	Description		Amount
	00568	11/20/2023	11/20/2023	30 Gallons Breakthrough Solvent, Case of Filters		1,879.07
200382 LAWSON PRODUCTS	3843	11/20/2023	Claims	1	359.65	FLEET - PO #41326
	522 60 31 010		Vehicle Parts & Supplies	359.65		Drill Bit Set, Elbow Brass Fittings, Weatherpack Seals
	Invoice #	Rcvd Date	Due Date	Description		Amount
	9311060075	11/20/2023	11/20/2023			359.65
200383 LIFE ASSIST INC	3844	11/20/2023	Claims	1	2,208.40	MEDICAL SUPPLIES - PO #99007570, #99007569, #99007567
	522 70 31 002		Medical; replacement items	708.60		Pelican Air EMS Case - Orange - 2 Qty
	522 70 31 002		Medical; replacement items	1,776.08		Graham MegaMover Transport Unit - 10 Qty
	522 70 31 002		Medical; replacement items	-661.24		Credit - Returned Masimo Disposable Sensor - Oriq Inv 1375035
	522 70 31 002		Medical; replacement items	-413.28		Credit - Returned Stethoscopes - Orig Inv 1375035
	522 70 31 002		Medical; replacement items	798.24		Fasplint Vacuum Pump, IV Catheters, Obstetrical Kit
	Invoice #	Rcvd Date	Due Date	Description		Amount
	1379152	11/20/2023	11/20/2023	Pelican Air EMS Case - Orange - 2 Qty		708.60
	1379138	11/20/2023	11/20/2023			1,776.08
	1380388	11/20/2023	11/20/2023			-661.24
	1380393	11/20/2023	11/20/2023	Credit - Returned Stethoscopes - Oriq Inv 1375035		-413.28
	1377658	11/20/2023	11/20/2023			798.24
200384 MCKESSON MEDICAL SURGICAL	3845	11/20/2023	Claims	1	2,583.66	MEDICAL SUPPLIES PO #99007565, #99007559
	522 70 31 002		Medical; replacement items	139.18		Hemoccult Sensa Test Kit - 1 Box
	522 70 31 002		Medical; replacement items	1,304.68		IStat CG4 - 3 Bx, IStat TriControls - 1
	522 70 31 002		Medical; replacement items	1,139.80		Test Chem 8 - 3 Bx, Tricontrols Lvl 1 - 1 Qty
	Invoice #	Rcvd Date	Due Date	Description		Amount
	21298668	11/20/2023	11/20/2023			139.18
	21299062	11/20/2023	11/20/2023	IStat CG4 - 3 Bx, IStat TriControls - 1		1,304.68
	21258558	11/20/2023	11/20/2023			1,139.80

VOUCHER APPROVALS

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200385 PACIFIC WELDING SUPPLIES INC	3846	11/20/2023	Claims	1	195.75	MEDICAL OXYGEN - CUST C2609
					195.75	Medical Oxygen - 11/6/23 - Cust C2609
						522 70 31 002 - Medical; replacement items
					Amount	
					195.75	
						Invoice # Rcvd Date Due Date Description
						0001943285 11/20/2023 11/20/2023 Medical Oxygen - 11/6/23 - Cust C2609
200386 PENINSULA LIGHT CO - ELECTRIC	3847	11/20/2023	Claims	1	3,423.40	FACILITIES - UTILITIES
					40.51	Svc - Stn 59 Light - 10/7-11/7/23 - Acct 58335
					383.53	Svc - Stn 53 - 10/7-11/7/23 - Acct 58325
					414.85	Svc - Stn 52 - 10/7-11/7/23 - Acct 58334
					457.58	Svc - Stn 54- 10/7-11/7/23 - Acct 58332
					581.92	Svc - Stn 59 - 10/7-11/7/23 - Acct 58331
					666.38	Svc - Stn 55 - 10/1-11/1/23 - Acct 58329
					878.63	Svc - Stn 55 - 10/1-11/1/23 - Acct 58327
						Invoice # Rcvd Date Due Date Description Amount
						11/10/23 INV 11/20/2023 11/20/2023 40.51
						11/10/23 INV 11/20/2023 11/20/2023 383.53
						11/10/23 INV 11/20/2023 11/20/2023 Svc - Stn 52 - 10/7-11/7/23 - Acct 58334 414.85
						11/10/23 INV 11/20/2023 11/20/2023 457.58
						11/10/23 INV 11/20/2023 11/20/2023 Svc - Stn 59 - 10/7-11/7/23 - Acct 58331 581.92
						11/7/23 INV 11/20/2023 11/20/2023 666.38
						11/7/23 INV 11/20/2023 11/20/2023 878.63
200387 PIERCE CO BUDGET & FINANCE	3848	11/20/2023	Claims	1	85,850.00	AUG 2023 ELECTION COSTS
					85,850.00	Aug 2023 Primary Election Costs
						522 12 49 012 - Election Costs
						Invoice # Rcvd Date Due Date Description Amount
						CI-342490 11/20/2023 11/20/2023 85,850.00
200388 PITNEY BOWES GLOBAL FINANCIAL SVCS LLC	3849	11/20/2023	Claims	1	172.43	Postage Meter Lease
					172.43	Postage Meter Lease - 9/16-12/15/23
						522 14 42 001 - Communications -Postage
						Invoice # Rcvd Date Due Date Description Amount
						3318302228 11/20/2023 11/20/2023 Postage Meter Lease - 9/16-12/15/23 172.43
200389 RLI	3850	11/20/2023	Claims	1	525.00	PUBLIC OFFICIAL POSITION SCHEDULE BOND
					525.00	Public Official Position Bond Schedule - Bond #LSM1038891
						522 14 41 002 - Attorneys, Planning, etc
						Invoice # Rcvd Date Due Date Description Amount
						1038891 11/20/2023 11/20/2023 525.00
200390 STERICYCLE INC	3851	11/20/2023	Claims	1	271.18	FINANCE/ADMIN - SHREDDING
					271.18	Shredding - 10/11, 11/8 - Acct 1000666266
						522 14 41 012 - Other:Shredding, Archival
						Invoice # Rcvd Date Due Date Description Amount
						8005261470 11/20/2023 11/20/2023 Shredding - 10/11, 11/8 - Acct 1000666266 271.18
200391 UNIFIRST CORPORATION	3852	11/20/2023	Claims	1	229.61	FACILITIES - MATS
					118.88	Mats - Stn 50 - 11/10/23
					110.73	Mats - Stn 51 - 11/10/23
						522 50 48 000 - Repair & Maint by others
						522 50 48 000 - Repair & Maint by others
						Invoice # Rcvd Date Due Date Description Amount
						2220043644 11/20/2023 11/20/2023 118.88
						2220043647 11/20/2023 11/20/2023 110.73
200392 URVINA JOESEPH L	3853	11/20/2023	Claims	1	238.73	TRAVEL REIMBURSEMENT

VOUCHER APPROVALS

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522 11 43 000 - Travel & Training					238.73	Mileage, Meals - WFOA Conf - 10/25-10/28/23
Invoice #	Rcvd Date	Due Date	Description			Amount
10/20/23 REIMB	11/20/2023	11/20/2023	Mileage, Meals - WFOA Conf - 10/25-10/28/23			238.73
200393 VERIZON WIRELESS - DALLAS	3854	11/20/2023	Claims	1	5,270.64	COMMUNICATIONS - CELLULAR SVC
522 28 47 004 - Communications					682.91	Cellular Svc - 10/7-11/6/23 - Acct 972162880-00005
522 28 47 004 - Communications					2,799.47	Cellular Svc - 10/7-11/6/23 - Acct 972162880-00001
522 28 47 004 - Communications					950.25	Cellular Svc - 10/7-11/6/23 - Acct 972162880-00003
522 28 47 004 - Communications					838.01	Cellular Svc - 10/7-11/6/23 - Acct 972162880-00002
Invoice #	Rcvd Date	Due Date	Description			Amount
9948652251	11/20/2023	11/20/2023				682.91
9948652248	11/20/2023	11/20/2023				2,799.47
9948652250	11/20/2023	11/20/2023	Cellular Svc - 10/7-11/6/23 - Acct 972162880-00003			950.25
9948652249	11/20/2023	11/20/2023				838.01
200394 WASHINGTON AUDIOLOGY SERVICES	3855	11/20/2023	Claims	1	12.50	CONSULTANT - HEARING TESTS
522 20 41 005 - Contracts, Hearings,Wellness/Fitness					12.50	Occupation Hearing Assessment - J Oster
Invoice #	Rcvd Date	Due Date	Description			Amount
62579	11/20/2023	11/20/2023				12.50
200395 WESTBAY AUTO PARTS	3856	11/20/2023	Claims	1	18.59	FLEET - PO #41384
522 60 31 010 - Vehicle Parts & Supplies					18.59	OE Quality Fog - U48
Invoice #	Rcvd Date	Due Date	Description			Amount
798058	11/20/2023	11/20/2023				18.59
200396 WHELEN ENGINEERING CO INC	3857	11/20/2023	Claims	1	909.53	FLEET - PO #41400
522 60 31 010 - Vehicle Parts & Supplies					909.53	Steady Red Lights - 2 Qty, Flash Red Lights - 4 Qty
Invoice #	Rcvd Date	Due Date	Description			Amount
391473	11/20/2023	11/20/2023	Steady Red Lights - 2 Qty, Flash Red Lights - 4 Qt			909.53
200397 WLEO & FFR SYSTEM EMPE	3858	11/20/2023	Claims	1	78.49	2023 WILDLAND NLEC COST
522 20 20 004 - Pensions					78.49	Oct 2023 NLEC - Chilcoot/T Meyer - Report Grp D030
Invoice #	Rcvd Date	Due Date	Description			Amount
10/2023	11/20/2023	11/20/2023	Oct 2023 NLEC - Chilcoot/T Meyer - Report Grp D030			78.49
200398 ZOLL MEDICAL CORPORATION	3859	11/20/2023	Claims	1	2,336.03	MEDICAL SUPPLIES - PO #99007568
522 70 31 002 - Medical; replacement items					2,336.03	Pediatric Sensors - 3 Qty, Infant Sensors - 3 Qty
Invoice #	Rcvd Date	Due Date	Description			Amount
3850376	11/20/2023	11/20/2023				2,336.03

Total Vouchers: 134,957.69

VOUCHER APPROVALS

Pierce County Fire District #5

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Voucher Claimant	Trans	Date	Type	Acct #	Amount	Memo
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Commissioner Signatures:

Chair

CERTIFICATION: I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described and that the claim is a due and unpaid obligation against Pierce County Fire District #5 and that I am authorized to authenticate and certify to said claim.

District Secretary

Date



Pierce County Fire Protection District #5
Monthly Financial Dashboard Report
Oct-2023 October 31, 2023

OPERATING REVENUES	Amended Budget	October	YTD	% of Budget	Highlights:
Taxes	32,153,373	11,526,592	29,742,922	92.50%	Expected
Intergovernmental	1,744,125	114,443	2,013,598	115.45%	Expected
Charges for Service	1,674,399	195,788	1,870,806	111.73%	Expected
Other/Non-Revenue	142,135	39,308	258,258	181.70%	Expected
Transfers/BFB Carryover	1,175,243	-	-	0.00%	Budget Amendment Items
Total Revenues:	36,889,275	11,876,130	33,885,585	91.86%	Expected

OPERATING EXPENSES:	Amended Budget	October	YTD	% of Budget	Highlights:
Salaries	22,983,970	1,841,128	18,023,170	78.4%	Expected
Benefits	6,885,138	547,582	5,394,027	78.3%	Expected
Supplies	1,959,898	219,190	1,219,704	62.2%	Expected
Services	3,731,016	463,636	2,503,265	67.1%	Expected
Capital Improvements	1,011,000	134,929	835,962	82.7%	Expected
Debt Service	-	-	-	0.0%	N/A
Transfers	-	-	-	0.0%	N/A
Total Expenses:	36,571,022	3,206,464	27,976,129	76.5%	Expected

EXPENSES BY DIVISION:	Amended Budget	October	YTD	% of Budget	Highlights:
Legislative	381,694	22,893	232,659	61.0%	Expected
Finance & Admin	2,350,674	411,514	1,935,754	82.3%	Expected
Operations	24,776,080	2,002,494	18,909,119	76.3%	Expected
Logistics	6,631,065	644,430	4,885,941	73.7%	Expected
Health & Safety	2,127,666	99,555	1,712,597	80.5%	Expected
Capital/Bond	303,843	25,578	300,058	98.8%	Expected
Total Expenses:	36,571,022	3,206,464	27,976,129	76.5%	Expected

CAPITAL FUND (BOND):	Amended Budget	October	YTD	% of Budget	Highlights:
Project Management	501,343	-	79,203	15.8%	Expected
Training Campus	8,005,845	12,717	1,157,341	14.5%	Expected
Station 57	244,291	12,262	195,101	79.9%	Expected
Station 53	100,458	1,540	173,298	172.5%	Expected
Station 51	749,432	20,307	95,294	12.7%	Expected
Total Capital Projects:	9,601,369	46,826	1,700,238	17.7%	Expected

ENDING CASH:	12/31/2022	10/31/2023	12/31/2021	Highlights:
General Expense	12,624,848	17,074,374	11,941,200	
Reserve Fund	6,961,915	8,514,049	6,847,720	
Capital Fund*	50,139,722	50,539,654	-	*Restricted use for eligible projects
Debt Fund (GO BOND)	143,711	2,503,471	-	
PCSORT*	110,878	97,301	134,772	*Restricted, GHFMO is Lead Agency
Total:	69,981,074	78,728,849	18,923,692	

Eric T. Quinn, P.S.
PROFESSIONAL SERVICE CORPORATION
ATTORNEY AT LAW
7403 Lakewood Dr. W., Suite #11
Lakewood, WA 98499
253-590-6628
ericquinn@firehouselawyer2.com

*Of Counsel:
Joseph F. Quinn*

Gig Harbor Fire & Rescue Board of Commissioners
And Chief Dennis Doan

November 10, 2023

Re: Legal Services Contract for 2024
Annual Statistics and Recommendation

Dear Commissioners and Chief Doan:

During 2023 your district contracted with Eric T. Quinn, P.S.. for legal services as counsel to the district. Your district has a contract, effective through December 31, 2023. As the calendar year draws to a close, I am as usual reviewing the status of performance of our Legal Services Contracts through October, with close attention to the number of hours (as translated into dollars per month) used monthly for the first ten months of the year. In that regard, I reviewed the ten months experience (January-October) so far this year and found your district used an average of approximately \$1,260.00 monthly of our two lawyers' professional time.

In 2023, my understanding is that Eric Quinn's time will be charged at the rate of \$250 and Joe's hourly rate will be \$300.

In 2023, you contracted for \$600.00 worth of our services per month. You have now accrued zero dollars in carryover dollars. This suggests the monthly contract amount is too low, so we propose to increase that monthly contract amount for your district. We recommend a contract amount of \$800.00, which seems conservative, but of course the decision rests with you.

Eric T. Quinn, P.S.

November 2023

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Based on experience, I would recommend that your district execute a contract with Eric T. Quinn, P.S. for 2024 and that the monthly contract amount be set at \$800.00.

Please let us know of any other changes you would like in the contract. We are attaching a proposed contract consistent with our recommendation, but feel free to propose a different monthly amount.

Very Truly Yours,

Joseph F. Quinn and Eric T. Quinn

PROFESSIONAL SERVICES CONTRACT FOR LEGAL SERVICES

THIS AGREEMENT is made by and between Gig Harbor Fire and Medic One (hereinafter referred to as “District”) and the law office of Eric T. Quinn, P.S., to become effective on the 1st day of January, 2024.

WHEREAS, the elected officials, executive and administrative staff of the District believe that it is in the best interest of the residents of the District to retain through a professional services contract qualified and experienced legal counsel with expertise in the areas of municipal law, employment law, discrimination, labor law, and related areas of the law, and who is qualified to meet the needs of the District; and

WHEREAS, the Attorney is willing to reserve sufficient attorney hours devoted exclusively to the District in return for a fixed monthly legal fee payable to the Attorney by the District; and

NOW, THEREFORE, it is hereby agreed between the parties hereto:

1. **Purpose of Agreement.** The purpose of this Professional Services Contract for Legal Services is to provide cost effective, efficient, experienced, and professional legal services in an ethical manner to the District.

2. **Complete Agreement.** The Professional Services Contract for Legal Services shall be regarded as the entire expression of the parties' rights and obligations and shall constitute the complete agreement between the District and the Attorney. There are no other written or oral agreements between the parties.

3. **Independent Contractor.** The Attorney shall not be an employee of the District, but rather an independent contractor. As such, the Attorney shall be responsible for his own income tax withholding, and to pay his own FICA, state excise taxes, and all other required taxes and licenses, as well as fees payable by an employer in the State of Washington, with respect to secretarial or other staff expenses. The Attorney shall certify in writing to the District, at least annually, that all appropriate taxes and license fees have been paid. At the same time, the Attorney will certify his continuing good standing and completion of educational requirements with the Washington State Bar Association. The Attorney’s signature upon this agreement shall constitute certification as to these two certification requirements.

4. **Scope of Legal Services.** The Attorney shall provide legal advice and counsel to the District. The Attorney shall draft contracts, represent the District in court and at administrative hearings when feasible, shall prepare opinion letters and resolutions, shall perform education and training upon request, shall facilitate retreats, shall review any and all contracts, deeds, easements, policies, standard operating procedures, and similar documents submitted by the designated representative of the District, shall advise and participate in personnel and employment decisions, and shall attend, only upon request, the meetings of the governing body, together with any and all

other meetings, upon request. Except when client confidentiality requires otherwise, the Attorney may share all such work products with other fire department clients. In the event that due to extreme workload, or a need for specialized legal expertise or other similar reasons the Attorney believes a backup attorney or additional personnel are required to provide supplemental legal services, the Attorney will advise the District. Supplemental legal services may include paralegal services, research assistance, or special litigation attorneys. In the event that outside attorneys are used to provide these supplemental legal services, the Attorney shall require from such providers of supplemental legal services periodic briefings and reports as to the progress of the litigation or other project for which the supplemental legal services are required. The Attorney shall thereafter report to the District with respect to such supplemental legal services.

5. **Professional Hours.** The Attorney agrees to provide the foregoing scope of services by reserving to the District sufficient professional hours per month. "Professional Hours" are defined as the hours, and/or portions thereof, shown on the Attorney's timesheet for any month, or portion thereof, which are chargeable to the District. The Attorney shall record all hours devoted to performing any of the items included in the foregoing scope of services. Such Professional Hours shall be provided by the Attorney in consideration for monthly payment of the Fixed Fee set forth in this Agreement. In the event that the number of Professional Hours in any month exceeds the contracted amount, the excess Professional Hours shall be chargeable to the District at \$250.00 per hour for the services of Eric T. Quinn and \$300.00 per hour for the services of Joseph F. Quinn, serving as an of-counsel attorney. Both of these hourly rates are lower than their usual and customary hourly rates, in consideration for this Professional Services Contract.

5A. **Carryover - Unused Dollars.** If the Professional Hours worked, multiplied by the respective hourly rates of the respective attorneys, would result in a total monthly fee less than the Fixed Fee agreed upon in paragraph 6 of the Contract, then the amount due shall be adjusted to be the Fixed Fee in this Contract. The amount of such adjustment shall be "unused dollars." It is hereby agreed that the Attorney will carry over such unused dollars to the next month, and to succeeding months if still unused, but not beyond the end of the contract term, unless the client renews the contract for an additional term. Unused and carryover dollars will be applied first to each invoice when preparing invoices in the succeeding month or months until all carryover or unused dollars are used up.

6. **Fixed Fee.** During the term of this contract, the District shall pay the Attorney the sum of **\$800.00** per month (the "Fixed Fee").

7. **Term of Agreement.** This agreement shall commence on January 1, 2024 and expire on December 31, 2024. The Agreement shall be reviewed in the last quarter of such year and may be renewed or renegotiated. Neither party to this Agreement is obligated to renew the contract, in the event that the parties are unable to agree on renegotiated terms.

8. **Time Records.** Attorney agrees to maintain detailed time records showing all chargeable Professional Hours expended pursuant to this Professional Services Contract, to the tenth of an hour, itemized by client and matter. Attorney will provide such time records, or an itemized summary thereof, monthly, to the District, showing the Professional Hours attributable to the District.

9. **Attorney to Provide.** The Attorney shall provide his own office furniture, library, computer, and printer, including software, all insurance and fringe benefits, including pension, other equipment and supplies, the Attorney's telephone lines and equipment, and membership dues in organizations, including but not limited to, the Washington State Bar Association.

10. **Good Standing.** The Attorney agrees that he must remain in good standing with the Washington State Bar Association, including but not limited to, paying annual dues and participating in continuing legal education. Attorney also agrees to participate in other education and training specific to municipal law and fire departments. The Attorney will maintain familiarity with the substantive law regarding fire protection Districts, regional fire authorities and fire departments, including for example attendance at state (or county) conferences of the Washington State Fire Commissioners and Fire Chiefs, as the Attorney shall decide.

11. **Professional Relationship - Attorney and Client.** It is understood and agreed that the Attorney shall maintain a professional, fiduciary relationship with the District.

12. **Client Confidentiality.** The Attorney will adhere to the Rules of Professional Conduct (RPCs) regarding confidentiality of client information, as in the normal course.

13. **Conflicts of Interest.** The Attorney shall be responsible for identifying any conflict of interest, or potential therefore, and shall advise the client(s) involved in accordance with the RPCs. The engagement of other attorney services due to an actual or potential conflict shall not affect the Professional Hours, the monthly Fixed Fee, nor the Professional Services Contract in any way, subject to the limitations set forth in paragraph 16 below.

14. **Client Costs.** The Attorney may advance costs or expenses on behalf of a client, recording the name of the particular client for record keeping purposes. Such costs advanced by the Attorney shall be reimbursed as set forth above and shall not be part of the Fixed Fee. The Attorney does not charge clients for copying costs, travel expenses such as tolls or ferry charges, and long-distance telephone charges. However, out of pocket expenses such as those for filing fees and court reporters' fees are subject to this paragraph.

15. **Trust Account.** Attorney will maintain such appropriate trust accounts as are necessary under the RPCs. Any and all client funds in trust will be identified as to the particular client.

16. **Disputes/Arbitration.** Any and all disputes between the Attorney and the District shall be submitted to mediation and/or arbitration. If the parties do not agree to mediate their dispute, the dispute shall be arbitrated and the arbitrator's decision shall be conclusive and binding upon the parties. The District and Attorney will select a mutually agreed arbitrator, to provide mediation or arbitration service.

17. **Reducing Carryover Dollars.** The Attorney shall consult the District in the event that carryover dollars reach the amount of **\$2,000.00 or more**. The purpose of the consultation shall be to discuss methods by which carryover dollars may be reduced. The parties agree that in the event that carryover dollars have reached \$2,000.00 or more in October 2024, the Attorney shall conduct

either an annual policy audit for the District and/or conduct in-person training for members of the District or other services as designated by the District Fire Chief, until such time as the carryover balance is reduced to at most **\$1,000.00**.

GIG HARBOR FIRE AND MEDIC ONE

_____ Dated: _____
Authorized Officer

Eric T. Quinn, P.S.

_____ Dated: _____
Eric T. Quinn, President



Gig Harbor Fire & Medic One

RESOLUTION 2023-XX
December XX, 2023

A RESOLUTION OF THE BOARD OF FIRE COMMISSIONERS OF PIERCE COUNTY FIRE PROTECTION DISTRICT NO. FIVE, GIG HARBOR FIRE AND MEDIC ONE, AS THE LEAD AGENCY UNDER EXHIBIT 24A TO THE PIERCE COUNTY MASTER INTERLOCAL AGREEMENT, DECLARING THE INTERLOCAL AGREEMENT FOR SPECIAL OPERATIONS TERMINATED

WHEREAS, the following fire districts (the “Parties” or singularly as a party) entered into an interlocal agreement (the “PCSORT ILA), attached as Exhibit 24A to the Pierce County Master Interlocal Agreement, for the provision of Special Operations:

1. Pierce County Fire Protection District No. 3 (West Pierce Fire and Rescue)
2. Pierce County Fire Protection District No. 5 (Gig Harbor Fire and Medic One or “GHFMO”)
3. Pierce County Fire Protection District No. 6 (Central Pierce Fire and Rescue)
4. Pierce County Fire Protection District No. 22 (East Pierce Fire and Rescue)

WHEREAS, the Fire Chief of the Lead Agency (hereinafter the “Fire Chief”), subject to ratification by the Board of Fire Commissioners of the Lead Agency, has waived the requirement of one year’s notice to withdraw from the PCSORT ILA and has submitted its own notice of withdrawal from the PCSORT ILA, effective November 22, 2023;

WHEREAS, each party has provided notice to the Lead Agency of its intent to withdraw from the PCSORT ILA effective November 22, 2023;

WHEREAS, the Lead Agency has confirmed that each party has received its proportionate share of remaining PCSORT assets, pursuant to Section 5 of the PSCORT ILA¹; and

WHEREAS, the entities outlined in the recital above desire to terminate the PCSORT ILA.

THEREFORE, the Board of Fire Commissioners (the “Board”) of the Lead Agency **RESOLVES** as follows:

- a. The Board hereby ratifies the Lead Agency Fire Chief’s waiver of the one-year notice requirement prior to withdrawal from the PCSORT ILA.

¹ Said provision states as follows: “If any party withdraws from this agreement at any time, pursuant to the provisions of Article 5, such party shall be entitled to a pro rata reimbursement for their respective share of the assets to which they have contributed, on a depreciated basis, using a 10-year straight line depreciation method. Such reimbursement shall be made within 60 days after the filing of the notice of withdrawal.”

- b. The Board hereby ratifies the Lead Agency Fire Chief's confirmation that each party has received its pro rata reimbursement of their respective share of PCSORT assets in accordance with Section 5 of the PSCORT ILA.
- c. The Lead Agency was the last agency to withdraw from the PSCORT ILA.
- d. The PCSORT ILA is terminated upon adoption of this resolution.
- e. The recitals enumerated above are incorporated herein.
- f. The resolution shall take effect immediately upon its adoption.

Approved at a regular meeting of the Board of Fire Commissioners, Pierce County Fire District No. 5, this ____ day of December, 2023.

PIERCE COUNTY FIRE PROTECTION
DISTRICT NO. 5

Chairman

Commissioner

Commissioner

Commissioner

Commissioner

Attest:

District Secretary

INTER-LOCAL AGREEMENT-SPECIAL OPERATIONS
Exhibit 24A to Pierce County Master Inter-local Agreement

THIS INTERLOCAL AGREEMENT is entered into by and between Pierce County Fire Protection Districts 3, 5, 6 and 22. This Inter-local Agreement is intended to be incorporated by reference and included within the overall provisions of the Pierce County Master Inter-local Agreement. This agreement shall be deemed effective upon the date when it has been signed by all parties.

WHEREAS, it will be mutually beneficial to all of the participants to work cooperatively in response to incidents requiring special operations, such as trench rescue, high/low angle rescue, confined space, structural collapse and similar incidents; and

WHEREAS, such cooperative efforts are necessary, as the parties individually may not possess all of the expertise necessary to respond to all such incidents; and

WHEREAS, if the cooperative efforts are successful, the parties will make the special operations team available to other municipal corporations, which are not signatories to this agreement, subject to reimbursement for their costs incurred;

NOW, THEREFORE, it is hereby agreed between the parties:

1. EXHIBIT TO MASTER INTERLOCAL AGREEMENT.

This Inter-local Agreement is entered into in short form as the Agreement is intended to be and become a part of the Master Inter-local Agreement as Exhibit 24A thereto. Therefore, the terms of the Master Inter-local Agreement are deemed to be incorporated herein by this reference.

2. PURPOSE.

The purpose of this Agreement is to provide resources, in the form of personnel and equipment to respond to Special Operations incidents that may entail trench rescue, confined space, high/low angle rescue, structural collapse, and other rescue situations, for which personnel have been trained in conjunction with and pursuant to NFPA and to provide these services, mutually and reciprocally, to the parties that are signatories to this agreement. These parties intend to revoke, supersede and cancel, at least between themselves, the 2008 Special Operations agreement, which is Exhibit 24A to the Master Inter-local Agreement.

Nothing in this Inter-local Agreement is intended to derogate in any way from the power and authority of the Pierce County Sheriff's office with respect to search and rescue activities described in RCW 38.52.400 et seq. Similarly, the parties recognize the authority of the Pierce County Sheriff's office with respect to water rescue and the regulation of watercraft. Special operations personnel shall be considered to be those individuals assigned by signatories to this Agreement to train and respond as part of a consolidated response within the participating jurisdictions to the types of calls listed herein.

3. PROGRAM DELIVERY.

- A. **Pierce County Fire Protection District 5** will serve as the Lead Agency for purposes of this agreement. The Lead Agency will coordinate the fiscal aspects of the agreement, will provide a periodic accounting to the participants, at least quarterly and shall be responsible to insure that adequate liability insurance or other insurance of the operations and/or vehicles is maintained.
- B. The Lead Agency shall file certified copies of this Agreement with the Pierce County Auditor and the Secretary of State pursuant to RCW 39.34.040.
- C. The participants shall pay the Lead Agency a combined \$50 per month for coordination and administration of the program. The Lead Agency shall periodically bill this administrative fee to each of the participating agencies.
- D. All participating agencies agree to comply with the operations policy attached hereto as Addendum A.

4. FUNDING.

Financial contributions for operations will be equal among participants to pay incurred costs, including but not limited to costs relating to training, materials, supplies and equipment, equipment reserves, insurance, etc. used in the operations. The Lead Agency agrees to bill the appropriate Member periodically for that Member's share of all sums described herein and each Member agrees to remit payment to the Lead Agency within sixty (60) days after receipt of such billing.

5. TERMS OF AGREEMENT.

The term of this Agreement shall be one year after the effective date hereof, provided that this agreement shall be automatically renewed from year to year unless terminated or modified in accordance with the provisions hereof. The participants agree to review the program shortly before the end of the annual term to determine if changes need to be made. Any participant may terminate their participation during the term of this agreement by providing one year's written notice to the Lead Agency. All outstanding obligations of that participant must be paid before the participation shall be deemed terminated. If any party withdraws from this agreement at any time, pursuant to the provisions of Article 5, such party shall be entitled to a pro rata reimbursement for their respective share of the assets to which they have contributed, on a depreciated basis, using a 10-year straight line depreciation method. Such reimbursement shall be made within 60 days after the filing of the notice of withdrawal.

6. BOARDS – COMPOSITION AND AUTHORITY.

A. **POLICY** - The Lead Agency shall be the administrative authority for operations conducted pursuant to this Agreement. A Policy Board shall be established by the participants and will be composed of two (2) voting representatives or designees from each Member agency, which shall ordinarily consist of one fire commissioner or designee, and one Fire Chief or designee. The Policy Board shall have responsibility for formulating policy, procedures, establishing annual budgets, and acquiring, holding and disposing of personal property. The Policy Board shall meet at least annually to administer this Agreement.

B. **OPERATIONS** - An Operations Board shall also be established to deal with operational policies, guidelines and issues, which all participating agencies agree to comply with. The Operations Board shall also be responsible to manage an annual PCSORT budget. The Operations Board shall consist of one operational level officer from each participant and shall meet as needed. The Operations Board may establish committees as they deem appropriate. All of the participants shall guarantee support by providing representatives to attend scheduled committee meetings and perform assigned committee work

7. OTHER PROVISIONS.

All other provisions of this Inter-local Agreement are contained within the Master Inter-local Agreement and this Agreement shall only supersede provisions of the Master Inter-local Agreement when they are in direct conflict.

8. QUALIFICATIONS/STAFFING.

Each party agrees to provide qualified personnel in the four technical areas, i.e. trench rescue, high/low angle rescue, confined space, and structural collapse. Each party agrees to provide, as essential services, at least one individual qualified in all four technical disciplines (see above) to a "technician" level, on a continuous basis (24 X 7).

9. SERVICE TO OTHERS.

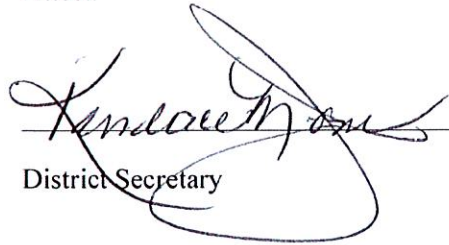
Once this Inter-local Agreement is in effect, and the participants herein are providing Special Operations rescue response to one another, the parties may begin providing these same services to other agencies. However, such services will only be provided, and Special Operations rescue personnel dispatched, to agencies or jurisdictions having an agreement with the Lead Agency for such services, which shall be charged reasonable fees and charges in accordance with the schedule of charges approved annually by the Washington State Association of Fire Chiefs.

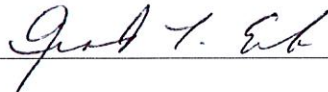
The policy committee may also consider additional inter-local agreements and/or mutual aid agreements with other agencies providing like response services (i.e. – Tacoma Fire Department, JBLM Fire Department, etc.).

The participating parties to the Agreement will individually decide their level of commitment to make their Special Operations equipment and personnel available to any other municipal corporations which are not signatories to this agreement, and which do not wish to become parties to an agreement with the Lead Agency. In such a case, each of these parties reserve their right to enter into a separate Special Operations agreement with the non-signatory agency.


PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 3

Attest:


District Secretary


Chairman


Commissioner


Commissioner


Commissioner

Commissioner

Commissioner

LEAD AGENCY: PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 5


Attest:



District Secretary



Chairman



Commissioner



Commissioner



Commissioner

Commissioner

PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 6

Attest:



District Secretary



Chairman



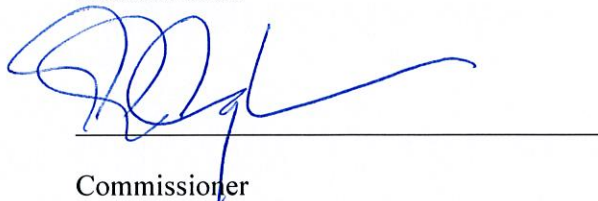
Commissioner



Commissioner



Commissioner



Commissioner

PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 22

Attest:

Michelle Helton

District Secretary

Chairman

Ronald P. S.

Commissioner

K. J. M.

Commissioner

R. S. N.

Commissioner

Edward M. Egan

Commissioner

Commissioner

Commissioner