



# Gig Harbor Fire & Medic One

**AGENDA**  
**Commissioners' Meeting**  
**January 27, 2026**  
**5:00 P.M.**

1. Call to Order/Pledge of Allegiance
2. Approval of the Agenda
3. Commissioner Absence
4. Communications
5. Approve minutes from **January 13, 2026**, Commissioner meeting.
6. Accounts Payable & Payroll Approvals

<b>Accounts Payable (Checks)</b>	
Check #'s 2981 – 3044, 3055 – 3082	\$543,806.63
<b>ACCOUNTS PAYABLE TOTALS</b>	<b>\$543,806.63</b>

<b>Payroll (Checks &amp; ACH Transfers)</b>	
Check #'s 3045 – 3054	\$295,890.07
ACH Payroll Transfer (Drafts)	\$273,555.31
ACH Payroll Transfer	\$638,618.92
<b>PAYROLL TOTALS</b>	<b>\$1,208,064.30</b>

<b>GRAND TOTAL CHECKS &amp; ACH TRANSFERS</b>	<b>\$1,751,870.93</b>
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7. Local 3390 Reports
8. Chiefs Reports
  - a. 2025 Workplan Closeout
9. Standing Committee Reports
10. Chairman's Report
11. 2022 Bond Update



## Gig Harbor Fire & Medic One

12. **OLD BUSINESS**

13. **NEW BUSINESS**

a. Personal Services Contract for Tom Wescott

FC Doan

14. Open Public Comment (state your name for the record, you will have 3 minutes)

15. **GOOD OF THE ORDER**

16. **SPECIAL INTERESTS/UPCOMING EVENTS**

17. **EXECUTIVE SESSION**

Adjourn Meeting. Next regular meeting: **Tuesday, February 10, 2026, at 5:00 PM**



# Gig Harbor Fire & Medic One

## COMMISSIONERS' MEETING MINUTES

January 13, 2025

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

Present: Commissioners Entze, Urvina, Nelson, Fleming (virtually), and Hayden; Fire Chief D. Doan; Deputy Chief's P. Oldenburg, N. Langlow, S. Booth (virtually), J. Johnson, Finance Director K. Hackmeister (virtually), Technology & Communications Specialist M. Herzog, HR Manager J. Grunder, IAFF President M. Collins, and Executive Assistant L. Medved.

### OATH OF OFFICE

Chief Doan swore in Commissioners Phil Hayden and Joe Urvina.

### 2026 BOARD OFFICER NOMINATIONS – CHAIR AND VICE CHAIR

Commissioners Urvina and Nelson moved and seconded a motion to appoint Kevin Entze as the Board Chairman for calendar year 2026. With no further discussion, the **MOTIONS CARRIED** by unanimous roll call vote.

Commissioners Entze and Nelson moved and seconded a motion to appoint Joe Urvina as the Board Vice Chairman for calendar year 2026. With no further discussion, the **MOTIONS CARRIED** by unanimous roll call vote.

### APPROVAL OF THE AGENDA

Commissioners Nelson and Urvina moved and seconded approval of the agenda. With no further discussion, the **MOTION CARRIED** by unanimous roll call vote.

### COMMISSIONER ABSENCE

### COMMUNICATIONS

The Pierce County Fire Commissioners' Association has sent a letter inviting the Commissioners to their monthly meetings.

### MINUTES AND VOUCHERS

Commissioners Nelson and Urvina moved and seconded approval of December 9, 2025, meeting minutes. With no further discussion, the **MOTION CARRIED** by unanimous roll call vote.

Commissioners Nelson and Urvina moved and seconded a motion to approve accounts payable checks #2808 – 2819, 2887 – 2896, 2947 – 2958, and payroll checks 2820 – 2886, 2897 – 2946, 2959 – 2980, and ACH payroll transfers, as outlined in the agenda for a total consideration of \$6,469,774.39. With no further discussion, the **MOTION CARRIED** by unanimous roll call vote.

### LOCAL 3390 REPORTS

Union President Mike Collins addressed the Board and stated that he looks forward to getting to know the Board members better in his new role and to continuing to serve the citizens and the Union membership in new ways.

### CHIEFS REPORTS

DC Langlow reported:

- Attended the FICRA meeting with DC Booth last week and provided an update on the bond, along with a summary of year-end closeout.
- Communicated post-Station 51 closure response data to employees and Commissioners, noting improved community response times. Improvements reflect several factors, including increased staffing and more units in service.
- Replaced the oldest front-line unit last week at the A22 push-in ceremony at Station 58. Crews have provided positive feedback on the new unit.

DC Oldenburg reported:

- DC Peterson is doing first inspection of all Type 1 engines; we expect to receive them mid-year.
- Interlocal Agreement with West Side Insurance Group is being dissolved. Coverage remains in place under a revised payment schedule, providing flexibility to explore alternative insurance options if desired.

FC Doan reported:

- Presented a Certificate of Achievement to DC Langlow upon completion of a one-year probation period. Recognized outstanding performance in this year's review and commended efforts to celebrate employee achievements at annual and major milestones.
- Each division will present a 2025 workplan closeout at the next meeting on January 27<sup>th</sup>.
- Each division will present a draft 2026 workplan at the meeting on February 10<sup>th</sup>. Commissioner's feedback on the workplan is welcome at any time.
- Leslie will coordinate with Chairman Entze regarding FC performance review and executive session scheduled on February 10<sup>th</sup>.
- Division Chief Wescott's contract for Health and Safety Deputy Chief role will be reviewed at the January 27<sup>th</sup> meeting.

## **STANDING COMMITTEE REPORTS**

- State audit and negotiations are ongoing.

## **FINANCIAL REPORT**

- Krystal Hackmeister reviewed the financial reports for November 2025.

## **CHAIRMAN'S REPORT**

- Expressed appreciation for continued partnership with the staff, union and district this new year, and welcomed Commissioner Hayden to the Board.

## **2022 CAPITAL BOND PROJECTS UPDATE**

DC Johnson reported:

- Deployed to Whatcom County in December to assist with flood response.
- Station 53/57:
  - Closed out with the state.
  - FC Doan recognized the completion of 53, 57, and 50, and thanked DC Johnson for successfully bringing them to completion, and noted continued work on upcoming projects.
- Station 51
  - Pease begins site work on January 26<sup>th</sup>, with demolition scheduled to start on February 3<sup>rd</sup>. Demolition is expected to take 15-20 days, followed by work on the new building footprint and foundation forms.
  - In coordination with the Training Division and Pease, the team began destructive training, providing valuable training opportunity for crews.

- Fuel tank will be cleaned and relocated to the new location.
- Support Building:
  - The app bay floor is being cleared and polished, with completion expected within two days. Final trim work remains, and staff occupancy is anticipated within the month.
- Training Tower:
  - Construction continues to progress, with fourth-floor work formed and underway. Masonry work was completed, and upper floors will decrease in square footage as construction advances.

## OLD BUSINESS

## NEW BUSINESS

### A. Resolution 2026-01 Public Records Index

- Presented a resolution to support the current procedure, which identifies maintaining a public record index as overly burdensome.
- Supporting materials were included in the meeting packet, including a one-page training document scheduled for staff distribution in February.

Commissioners Nelson and Urvina moved and seconded approval of Resolution 2026-01. With no further discussion, the **MOTIONS CARRIED** by unanimous roll call vote.

### B. 2026 Board Committee Assignments

Board committee assignments were discussed. The following Committee assignments were agreed upon for the calendar year of 2026:

- **Risk Management and Insurance:** Commissioner Nelson and Commissioner Fleming
- **Budget Finance, & Audit:** Commissioner Urvina and Commissioner Entze
- **Policy & Procedure:** Commissioner Nelson and Commissioner Hayden
- **Fleet & Facilities:** Commissioner Urvina and Commissioner Hayden
- **Labor Management:** Commissioner Entze and Commissioner Fleming

## PUBLIC COMMENT

## GOOD OF THE ORDER

## SPECIAL INTERESTS/UPCOMING EVENTS

## EXECUTIVE SESSION

At 5:40PM Chairman Entze announced a 60-minute Executive Session as allowed by RCW 42.30.140(4)(b) to discuss collective bargaining. No action will be taken. Will call back to order at 6:40PM.

Chairman Entze reconvened the meeting at 6:40PM. No action taken.

## ADJOURNMENT

There being no further business to discuss, Chairman Entze adjourned the meeting at 6:40PM. The next regular meeting will be Tuesday, January 27, at 5:00 p.m.

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Chairman/Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Attest: District Secretary

DRAFT

<b>Checks/Bank Drafts</b> <b>Issued 1/10/26-1/23/26</b>
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ACCOUNTS PAYABLE:					Dollar Amount			TOTAL
Bank Drafts:	DFT0001547	through	DFT0001557	1/23/25 Payroll	\$	273,555.31	\$	273,555.31
							\$	-
	<b>TOTAL BANK DRAFTS:</b>				\$	<b>273,555.31</b>	\$	<b>273,555.31</b>
Check Numbers:	2981	through	3038	General	\$	370,799.07	\$	370,799.07
	3039	through	3043	Capital	\$	135,068.33	\$	135,068.33
	3044	through	3044	General	\$	9,272.81	\$	9,272.81
	3045	through	3054	1/23/25 Payroll	\$	295,890.07	\$	295,890.07
	3055	through	3082	General	\$	28,666.42	\$	28,666.42
	<b>TOTAL CHECKS:</b>				\$	<b>839,696.70</b>	\$	<b>839,696.70</b>

<b>ACCOUNTS PAYABLE TOTAL:</b>							\$	<b>1,113,252.01</b>
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ACH Payroll Transfer :				1/23/25 Payroll	\$	638,618.92	\$	638,618.92
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							<b>GRAND TOTAL:</b>	\$	<b>1,751,870.93</b>
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<b>** ALL CHECKS WERE PRINTED BY PCFD5 **</b>
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Pierce County Fire Protection District No.5

# Check Report

By Check Number

Date Range: 01/10/2026 - 01/23/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: Payroll-Payroll</b>						
73	DECISION POINT	01/23/2026	Bank Draft	0.00	49,205.92	DFT0001547
73	DECISION POINT	01/23/2026	Bank Draft	0.00	35,237.18	DFT0001548
73	DECISION POINT	01/23/2026	Bank Draft	0.00	40,742.76	DFT0001549
73	DECISION POINT	01/23/2026	Bank Draft	0.00	4,307.71	DFT0001550
283	DSHS - DIV OF CHILD SUPPORT	01/23/2026	Bank Draft	0.00	439.50	DFT0001551
303	FIDELITY INVESTMENTS	01/23/2026	Bank Draft	0.00	5,468.08	DFT0001552
303	FIDELITY INVESTMENTS	01/23/2026	Bank Draft	0.00	500.00	DFT0001553
303	FIDELITY INVESTMENTS	01/23/2026	Bank Draft	0.00	4,712.50	DFT0001554
14	Internal Revenue Service - EFTPS	01/23/2026	Bank Draft	0.00	27,453.10	DFT0001555
14	Internal Revenue Service - EFTPS	01/23/2026	Bank Draft	0.00	284.58	DFT0001556
14	Internal Revenue Service - EFTPS	01/23/2026	Bank Draft	0.00	105,203.98	DFT0001557

**Bank Code Payroll Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	11	11	0.00	273,555.31
EFT's	0	0	0.00	0.00
	<b>11</b>	<b>11</b>	<b>0.00</b>	<b>273,555.31</b>

Check Report

Date Range: 01/10/2026 - 01/23/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: Pooled Cash-Pooled Cash</b>						
557	AT&T MOBILITY	01/16/2026	Regular	0.00	8,847.06	2981
VEN00029	Auto Glass Plus	01/16/2026	Regular	0.00	780.53	2982
2468	BALLEWS HITCH TRUCK & RV	01/16/2026	Regular	0.00	420.25	2983
VEN00055	Brighthorizon Lawn Care	01/16/2026	Regular	0.00	6,161.70	2984
461	C & K GARAGE DOORS & OPENERS LLC	01/16/2026	Regular	0.00	625.63	2985
836	CARDINAL HEALTH 112 LLC	01/16/2026	Regular	0.00	290.88	2986
95	CASCADE FRICTION MATERIALS INC	01/16/2026	Regular	0.00	340.97	2987
1082	CENTRAL PIERCE FIRE & RESCUE	01/16/2026	Regular	0.00	27,850.60	2988
3120	CENTRAL WELDING SUPPLY	01/16/2026	Regular	0.00	84.08	2989
1239	CENTURYLINK	01/16/2026	Regular	0.00	9,907.89	2990
3005	CINTAS CORP	01/16/2026	Regular	0.00	1,981.56	2991
3005	CINTAS CORP	01/16/2026	Regular	0.00	510.20	2992
2478	COMCAST	01/16/2026	Regular	0.00	1,267.36	2993
104	COMMERCIAL BRAKE & CLUTCH	01/16/2026	Regular	0.00	501.72	2994
474	DM RECYCLING	01/16/2026	Regular	0.00	367.00	2995
261	DOBBS PETERBILT - TACOMA 1	01/16/2026	Regular	0.00	1,418.20	2996
1762	DUMAS, MICHAEL	01/16/2026	Regular	0.00	3,626.10	2997
VEN00108	Embroidery by Cozy Inc	01/16/2026	Regular	0.00	395.00	2998
233	EMS CONNECT	01/16/2026	Regular	0.00	907.71	2999
3219	EMS TECHNOLOGY SOLUTIONS	01/16/2026	Regular	0.00	1,399.68	3000
484	FINNESETH, TREVOR	01/16/2026	Regular	0.00	1,731.37	3001
50	FOX ISLAND MUTUAL WATER	01/16/2026	Regular	0.00	156.83	3002
542	GALLS LLC	01/16/2026	Regular	0.00	2,429.56	3003
52	GIG HARBOR CITY OF	01/16/2026	Regular	0.00	1,202.80	3004
517	GRAINGER	01/16/2026	Regular	0.00	76.38	3005
2661	INDUSTRIAL SCIENTIFIC CORP	01/16/2026	Regular	0.00	1,904.48	3006
3225	KELLEY CREATE - LEASE PYMTS	01/16/2026	Regular	0.00	2,032.11	3007
297	LEGACY TELECOMMUNICATIONS	01/16/2026	Regular	0.00	778.32	3008
587	LEVEL 3 COMMUNICATIONS LLC	01/16/2026	Regular	0.00	2,162.09	3009
528	LIFE ASSIST INC	01/16/2026	Regular	0.00	5,284.05	3010
3273	LOCALITY MEDIA LLC	01/16/2026	Regular	0.00	16,424.53	3011
529	MACDONALD MILLER FACILITY SOLUTIONS LLC	01/16/2026	Regular	0.00	19,330.60	3012
3096	MCKESSON MEDICAL SURGICAL	01/16/2026	Regular	0.00	9,628.61	3013
506	MSTEFANOVIC CONSULTING LLC	01/16/2026	Regular	0.00	4,000.00	3014
1359	MURREYS DISPOSAL CO INC	01/16/2026	Regular	0.00	1,777.93	3015
19	PENINSULA LIGHT CO - ELECTRIC	01/16/2026	Regular	0.00	5,094.11	3016
1624	RICE FERGUS MILLER	01/16/2026	Regular	0.00	16,832.94	3017
612	S&S METAL FABRICATION	01/16/2026	Regular	0.00	9,000.75	3018
99	SEAWESTERN INC	01/16/2026	Regular	0.00	848.02	3019
295	SMARTSENSE BY DIGI	01/16/2026	Regular	0.00	2,230.87	3020
193	SNURE LAW OFFICE PSC	01/16/2026	Regular	0.00	828.00	3021
3179	SOUTH SOUND 911	01/16/2026	Regular	0.00	81,155.00	3022
80	SPRAGUE PEST SOLUTIONS	01/16/2026	Regular	0.00	540.05	3023
278	STATE AUDITORS OFFICE	01/16/2026	Regular	0.00	10,356.00	3024
544	STEP CG LLC	01/16/2026	Regular	0.00	7,500.85	3025
302	STERICYCLE INC	01/16/2026	Regular	0.00	152.60	3026
600	SYSTEMS DESIGN WEST LLC	01/16/2026	Regular	0.00	7,912.92	3027
VEN00092	Tacoma Dodge Chrysler Jeep Ram	01/16/2026	Regular	0.00	303.33	3028
338	TACOMA PIERCE CO HEALTH DEPT	01/16/2026	Regular	0.00	300.00	3029
1957	TITUS WILL FORD	01/16/2026	Regular	0.00	352.00	3030
564	TYLER TECHNOLOGIES INC	01/16/2026	Regular	0.00	55,211.02	3031
171	ULINE	01/16/2026	Regular	0.00	3,272.26	3032
203	US BANK	01/16/2026	Regular	0.00	18,855.74	3033
532	US BANK - INSTANT CARD	01/16/2026	Regular	0.00	1,550.86	3034
2973	VERIZON WIRELESS - DALLAS	01/16/2026	Regular	0.00	1,713.78	3035
526	WA State Treasurer Dept of Retirement System	01/16/2026	Regular	0.00	230.07	3036
1474	WASHINGTON WATER SERVICE - 1	01/16/2026	Regular	0.00	410.41	3037
3004	WILCOX & FLEGEL	01/16/2026	Regular	0.00	9,543.71	3038
3009	CHS NORTHWEST	01/16/2026	Regular	0.00	59,646.03	3039
602	MATERIALS TESTING & CONSULTING INC	01/16/2026	Regular	0.00	10,473.75	3040

Check Report

Date Range: 01/10/2026 - 01/23/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
506	MSTEFANOVIC CONSULTING LLC	01/16/2026	Regular	0.00	8,087.50	3041
1624	RICE FERGUS MILLER	01/16/2026	Regular	0.00	50,435.28	3042
99	SEAWESTERN INC	01/16/2026	Regular	0.00	6,425.77	3043
153	WA STATE DEPT OF REVENUE	01/16/2026	Regular	0.00	9,272.81	3044
1925	AFLAC	01/20/2026	Regular	0.00	1,829.62	3045
107	DEPT LABOR & INDUSTRIES	01/20/2026	Regular	0.00	51,947.48	3046
67	EMPLOYMENT SECURITY DEPT - PFMLA	01/20/2026	Regular	0.00	10,624.10	3047
3176	Gig Harbor Firefighters Union Health & Welfare	01/20/2026	Regular	0.00	98,054.55	3048
388	GIG HARBOR PENINSULA FF ASSOCIATION	01/20/2026	Regular	0.00	440.00	3049
2307	VISION SERVICE PLAN - AT	01/20/2026	Regular	0.00	115.46	3050
515	WA CARES FUND - LTC	01/20/2026	Regular	0.00	1,827.87	3051
526	WA State Treasurer Dept of Retirement System	01/20/2026	Regular	0.00	112,688.20	3052
525	WASHINGTON PER SYSTEM EMP	01/20/2026	Regular	0.00	10,937.79	3053
980	WASHINGTON STATE TREASURER	01/20/2026	Regular	0.00	7,425.00	3054
2314	BCBS OF ARIZONA	01/23/2026	Regular	0.00	378.40	3055
1239	CENTURYLINK	01/23/2026	Regular	0.00	649.17	3056
3005	CINTAS CORP	01/23/2026	Regular	0.00	1,055.28	3057
3005	CINTAS CORP	01/23/2026	Regular	0.00	250.66	3058
37	CLAIBORNE, LARRY	01/23/2026	Regular	0.00	298.60	3059
2332	COPELAND, ROBERT	01/23/2026	Regular	0.00	202.90	3060
261	DOBBS PETERBILT - TACOMA 1	01/23/2026	Regular	0.00	5,515.11	3061
44	FIDELITY SOLUTIONS	01/23/2026	Regular	0.00	416.66	3062
VEN00112	Foxpass Inc	01/23/2026	Regular	0.00	237.50	3063
1851	GIG HARBOR MID-DAY ROTARY	01/23/2026	Regular	0.00	215.00	3064
VEN00188	Gilchrist	01/23/2026	Regular	0.00	27.26	3065
376	GOODMAN, CHRIS	01/23/2026	Regular	0.00	202.90	3066
2230	GOODYEAR TIRE & RUBBER CO	01/23/2026	Regular	0.00	591.51	3067
3125	HARBOR AUDIOLOGY	01/23/2026	Regular	0.00	95.00	3068
172	HASH, ZACKARY	01/23/2026	Regular	0.00	393.00	3069
561	HUMANA INSURANCE CO	01/23/2026	Regular	0.00	108.60	3070
248	INTERSTATE BATTERIES OF OLYMPIA	01/23/2026	Regular	0.00	173.41	3071
212	LAWSON PRODUCTS	01/23/2026	Regular	0.00	774.75	3072
19	PENINSULA LIGHT CO - ELECTRIC	01/23/2026	Regular	0.00	7,750.50	3073
420	POMPS TIRE SERVICE INC	01/23/2026	Regular	0.00	383.56	3074
2982	PREMERA BLUE CROSS	01/23/2026	Regular	0.00	606.00	3075
1087	PUGET SOUND ENERGY	01/23/2026	Regular	0.00	2,295.21	3076
80	SPRAGUE PEST SOLUTIONS	01/23/2026	Regular	0.00	216.02	3077
VEN00173	Summit Law Group, PLLC	01/23/2026	Regular	0.00	5,286.70	3078
1957	TITUS WILL FORD	01/23/2026	Regular	0.00	150.59	3079
3115	UNITED HEALTHCARE	01/23/2026	Regular	0.00	110.00	3080
2973	VERIZON WIRELESS - DALLAS	01/23/2026	Regular	0.00	189.78	3081
1474	WASHINGTON WATER SERVICE - 1	01/23/2026	Regular	0.00	92.35	3082

Bank Code Pooled Cash Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	244	102	0.00	839,696.70
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>244</b>	<b>102</b>	<b>0.00</b>	<b>839,696.70</b>

### All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	244	102	0.00	839,696.70
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	11	11	0.00	273,555.31
EFT's	0	0	0.00	0.00
	<b>255</b>	<b>113</b>	<b>0.00</b>	<b>1,113,252.01</b>

### Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	1/2026	1,113,252.01
			<b>1,113,252.01</b>

### Authorization Signatures

#### Pierce County Fire District 5

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, 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 is a just, due and unpaid obligation against the district, and that I am authorized to authenticate and certify to said claim.

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Chair

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Commissioner

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Commissioner

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Commissioner

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Commissioner

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District Secretary

## PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 5

### Employment Agreement for Exempt Personnel

This Employment Agreement is made by and between Pierce County Fire Protection District No. 5, hereinafter referred to as "the District" and, Thomas Wescott, hereinafter referred to as "the Employee," both of whom agree and understand as follows:

**WHEREAS**, the District wishes to employ the services of, Thomas Wescott, as Deputy Chief, for the District; and

**WHEREAS**, the District and the Employee desire to provide certain terms and conditions of employment, salary and benefits, procedures and requirements regarding the employment of the Employee by the District; and

**WHEREAS**, the Employee wishes to accept employment in that capacity under the terms and conditions recited herein;

**NOW THEREFORE**, the District and the Employee agree as follows:

1. DUTIES AND RESPONSIBILITIES

The duties and responsibilities of the Employee shall be in accordance with Washington State statutes and case law, resolutions of the District, and such policies or standard operating procedures that shall be adopted from time to time by the Board of Fire Commissioners of the District, hereinafter referred to as "the Board." The duties and responsibilities of the Employee are outlined in the job description.

2. TERM OF AGREEMENT

This agreement is effective from June 1, 2026, through December 31, 2027. During the last year of the agreement, the parties may discuss renewal of the employment agreement, for a three-year term, or any other term upon which the parties may agree. The agreement may be renewed upon and subject to satisfactory performance evaluations conducted on a regularly scheduled basis, to be performed at least annually. **See Section 6 below.**

2.1 Employee is required to serve a probationary period of twelve (12) months of continuous service commencing from the effective date of this agreement. During this period, Employee may be terminated or disciplined at the sole discretion of the District for any reason, with or without cause.

3. NON-RENEWAL

In the event the District does not intend to renew this Agreement or any renewals thereof, the District will provide the Employee with written notice ninety (90) days prior to the expiration of the term. The Employee will have no property rights to a renewal of this Agreement. The decision of whether to renew the Agreement will be at the sole discretion of the District and may

be made for any reason with or without cause. Upon termination due to non-renewal, the Employee will receive accrued vacation and sick leave as outlined in Section 8 and Section 9.

4. DISABILITY

- 4.1 Employee shall enroll in the District sponsored Long-term Disability plan, at their own expense, when required by the plan. Applicable Employee premiums will be paid in the form of payroll deductions.
- 4.2 Other disability plans offered to and selected by the Employee will require the Employee to make payment directly to the vendor, as the selected plan may require.

5. SALARY & LONGEVITY

The 2026 base salary shall be \$18,061.36 per month/\$216,736.39 annually. If the current job description is expanded to include additional accountabilities, the District will consider reopening wage negotiations for a possible increase in salary.

- 5.1 Calendar Year 2027 will include an annual COLA equal to 100% CPI-U (2% min to 6% maximum, Seattle-Tacoma-Bellevue, June-June). COLA will be applied to annual base salary.
- 5.2 Longevity: The District longevity pay plan provides an additional 2% of gross salary for employees with 5-9 years of service and an additional 2% of gross salary for employees with 10-14 years of service and an additional 2% for 15-19 years of service and an additional 4% for 20 years of service to Pierce County Fire District No. 5.
- 5.3 Employee will be responsible for applicable local, state and federal taxes (to include L&I premiums), paid via payroll deduction. The District will cost share the premiums for Paid Family/Medical Leave, in the same manner as is provided for employees covered by the Local 3390 Collective Bargaining Agreement.

6. PERFORMANCE EVALUATION

The District shall review and evaluate the performance of the Employee at least once annually. A review and evaluation of performance shall be in accordance with criteria developed by the District and shall define goals and performance objectives for the Employee as necessary for proper performance of the Employee's duties.

7. HOURS OF WORK

It is recognized that the Employee is required by the job description to devote a great deal of time outside normal office hours to the business of the District. The Employee shall be considered a supervisory, executive or administrative employee who is qualified for an exemption from the overtime provisions of the federal Fair Labor Standards Act. As such, the Employee has no standard workweek and must accomplish all tasks within the time or hours deemed appropriate by the Employee. Because of the excess hours worked, over and

beyond a standard workweek, the Employee's pay shall not be reduced, for absences of less than one day, even if all earned leaves are exhausted.

8. VACATION

8.1 Employee shall accrue vacation to be credited monthly, rounded to the tenth decimal as follows:

- Employee will accrue vacation at the years 15-19 rate.

	<b>Vacation Earned Monthly</b>
Years 1-4	20.3 hours
Years 5-9 (increase at 49 <sup>th</sup> month)	21.9 hours
Years 10-14 (increase at 109 <sup>th</sup> month)	23.6 hours
Years 15-19 (increase at 169 <sup>th</sup> month)	25.3 hours

8.2 The maximum accrual of vacation shall be the Employee's annual accrual (fixed total based on years of service) multiplied by four (4). Vacation time accumulated more than the above maximum, if unused, shall be forfeited.

8.3 The District will also offer a buyout of up to a maximum of one (1) year accrued vacation, not to exceed three (3) times during the Employee's tenure to be paid at the regular hourly rate as taxable income. The Employee must retain a minimum of two (2) weeks' vacation to be taken in a twelve (12) month period.

8.4 Upon separation, for any reason, Employee will receive payment, at their regular hourly base pay rate, for accrued vacation leave, prorated to the date of separation.

9. SICK LEAVE

9.1 Employee shall be granted a starting sick leave balance of 160 hours and shall thereafter accrue sick leave at the rate of 16 hours for each full month of service. Maximum sick leave accrual shall be 1040 hours. No sick leave shall accrue during leaves of absence without pay or layoffs.

9.2 Upon accrual of 1,040 hours, the Employee will continue to accrue excess sick leave to a maximum of 96 hours. When the excess equals 96 hours, the District will pay out the excess hours at 35% of its value based upon the Employee's regular hourly base pay rate, into the Employee's HRA account.

9.3 Upon separation, non-renewal, retirement or resignation, accrued sick leave, except in the case of termination for cause and termination without cause, will be paid out as cash, at 35% of its value based upon the Employee's regular hourly base pay rate. To be eligible to receive this sick leave payment, the Employee must have completed five (5) years of employment with the District or have reached retirement eligibility.

- 9.4 Employee will forfeit accrued sick leave upon termination for cause. For termination without cause the Employee's accrued sick leave balance will be paid out at 50% of its value, based upon the Employee's regular hourly base pay rate.
- 9.5 In the event of a line of duty death, accrued sick leave will be paid by the District at 100% of its value based upon the Employee's regular hourly base pay rate.

10. AUTOMOBILE & CELL-PHONE

- 10.1 The Employee shall be assigned a District owned automobile to effectively perform their assigned duties. Usage of this vehicle will be governed by District policy. The District shall be responsible for paying for any insurance with respect to such vehicle, and for the purchase, operation, maintenance, repair and replacement of said vehicle. Such vehicles are not intended for personal use. Reasonable use of a personal nature shall be permitted to preserve the Employee's ability to respond to alarms when required. Employees using personal vehicles for District business are eligible for mileage reimbursement as per District policy.
- 10.2 The Employee is expected to carry a District issued cell phone to effectively perform the duties of this position. The Employee may use the District cell phone for reasonable personal use.

11. DEFERRED COMPENSATION

The Employee may participate in a District sponsored Deferred Compensation plan. The District shall match equal participation of the employee, up to 8.5% of gross earnings, per pay period.

Gross earnings are defined as base salary, longevity and education. The District match contribution will be calculated on gross earnings, as defined, on a per pay period basis, and deposited into the applicable deferred compensation plan, as per plan requirements.

12. RETIREMENT PARTICIPATION

The District agrees to contribute the Employer portion of the State of Washington LEOFF II retirement plan, and the Employee agrees to contribute the Employee portion to the same plan for their own benefit.

Upon retirement and reaching 50 years of age, the Employee will receive the Retiree Medical Program Benefits, as defined in Resolution 2024-02. The 15 years of service criteria will be waived, if at least age 55 upon retirement.

13. MEDICAL/DENTAL INSURANCE COVERAGE

Medical, Dental and Vision insurance coverage shall be provided upon hire, according to plan guidelines, and the District agrees to pay 100% of the monthly premiums for the Employee and their dependents. The Employee may opt out of all insurance coverage and receive the District's premium cost as taxable wages, not reported to the Department of Retirement

Systems, with reasonable written notice. The Employee may choose to opt back into the District plan and stop receiving the District's premium cost as wages during open enrollment. The minimum District contribution to the Employee's Health Reimbursement Arrangement (HRA) account shall be \$535 per month.

14. PROFESSIONAL DEVELOPMENT

The District hereby agrees to budget for and to pay the reasonable travel and other expenses of Employee for professional development of the Employee. The District also agrees to budget and to pay for the reasonable travel and other expenses of Employee for short courses, conferences and seminars that are necessary and desirable for professional development and for the good of the District. All such travel and other expenses shall be subject to the prior written approval of the Board or Fire Chief, or their designee.

15. HOLIDAYS

New Year's Day	Veteran's Day
Martin Luther King Jr. Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Christmas Eve
Juneteenth	Christmas Day
Independence Day	Four (4) Floating days (Prorated during
Labor Day	Employee's first year of employment)

15.1 PAY FOR HOLIDAYS.

Employees may request pay at the regular hourly rate of pay in lieu of time off for floating holidays. The cumulative pay requested may not exceed thirty-two (32) hours annually. Floating Holiday hours shall be used or cashed out during the year in which they are earned and will not carry over to the next calendar year.

16. BEREAVEMENT LEAVE

In the event of an imminent death or death of an immediate family member, Employee shall be granted up to five (5) days of bereavement leave. Additional time may be considered under Emergency Leave. Said bereavement leave shall be time off with pay. Immediate family shall be defined as the Employee's spouse or registered domestic partner, children, including biological, adopted, foster children, stepchildren, or children for whom you stand in loco parentis, parents, including biological, adoptive, or foster parents or anyone who stood in loco parentis to the Employee, siblings, grandparents, grandchildren and parents-in-law of the Employee, Employee's spouse or registered domestic partner.

17. EMERGENCY LEAVE

In the event of a family emergency that requires the presence of the Employee, the Employee may be granted reasonable time off. If the emergency is of a medical nature, time off shall be charged to accrued sick leave. If the emergency is non-medical in nature, time off shall be charged to other accrued leave.

18. CLOTHING ALLOWANCE

The District agrees to provide the Employee one Class A fire district uniform for use at special Fire District occasions that may occur. Uniforms will be provided on a fair wear and tear basis.

19. EDUCATIONAL INCENTIVES

Employees with an associate degree will receive an educational incentive equal to 2% of their base monthly wage. A bachelor's degree will receive an additional 2% incentive. Master's degree or Executive Fire Officer, through the National Fire Academy, will receive an additional 2% incentive. Center for the Public Safety Excellence (CPSE) Chief Fire Officer (CFO) credential will receive an additional 1% incentive.

Employees are eligible for a reimbursement of 50% of the cost for classes and materials for enrollment in, and successful completion of, studies at an accredited school or university. The class must be applicable to the field in which the Employee works and have prior approval of the Fire Chief.

20. PHYSICAL FITNESS

Each full-time employee may be allowed three (3) hours per workweek, in one (1) hour increments, for physical fitness. Physical fitness hours shall not interfere significantly with the routine or the effectiveness of the District. Time for physical fitness will be scheduled during the workday at a time that is mutually agreed upon between the employee and the District.

21. DEPLOYMENTS

When a Full Time-FLSA Exempt employee participates in deployment work (IMT's, single resources, etc.) outside of their normal duty hours, any additional compensation will be paid to the employee according to the contract with the requesting agency (FEMA, USFS, WA DNR, EMAC, etc). This practice is outlined in the Washington State Fire Services Resource Mobilization Plan V 12.3 Appendix J.

22. PROFESSIONAL AND CIVIC CLUB MEMBERSHIPS

The District recognizes the desirability of representation in and before professional, local, civic and other organizations, and upon approval of the Board, Employee is authorized to become a member of a reasonable number of professional, civic clubs and other such organizations for which the District shall pay all membership related expenses.

23. VOLUNTARY AND INVOLUNTARY REDUCTION IN GRADE

Employee may request, in writing, their desire for a voluntary reduction in grade to any previously held position, equivalent rank, or position with reduced responsibilities, for which they are qualified, and as may be available. Any reduction in grade will be for a minimal

commitment of one year, unless otherwise agreed. Employees forced into an involuntary reduction in grade may maintain their current respective wages until such time that the base pay matches the current salary. A reduction in grade will not displace other members from permanently assigned positions. The District must be able to release the Employee from the present position and have the desired position available.

24. GRIEVANCE PROCEDURES

The purpose of this procedure is to provide an orderly method of resolving all disputes involving interpretation of this agreement, and any other work-related problems. A determined effort shall be made to settle any differences at the lowest possible level in the grievance procedure, and there shall be no suspension of work or interference with the operation of the District as a result of the filing of a grievance. An Employee's failure to use the procedure in a timely manner shall constitute a full and complete waiver of the grievance. The District's failure to comply with time limits shall not constitute a waiver of the Employee's grievance, but shall also not constitute an admission that the grievance is valid. Any time limits stipulated herein may be extended for stated periods of time by the parties by mutual agreement in writing. The parties may also waive any step(s) to expedite the matter.

**Step One.** The Employee shall include the following in any written grievance: (1) statement of grievance and relevant facts; (2) specific provisions of the agreement violated, if any; (3) remedy sought. Any grievance shall be filed in writing with the District Secretary or in the absence of the Secretary, with any member of the Board within 14 calendar days after the occurrence complained of. The Board shall conduct a hearing within 14 calendar days of receipt by the Secretary or Board member. Within 14 calendar days following the hearing, the decision of the Board shall be transmitted in writing to the Employee.

**Step Two.** If the grievance is not satisfactorily resolved at step one, the Employee may within 14 calendar days thereafter request that the matter be submitted to an arbitrator. The parties agree to select an arbitrator through the auspices of the Public Employment Relations Commission or the American Arbitration Association. Any arbitrator so selected shall have no power to render a decision that would add to, subtract from, or alter, change or modify the terms of this agreement. The arbitrator's power shall be limited to interpretation and application of this agreement. Any decision of the arbitrator shall be binding upon both parties. Each party shall bear one-half the cost of arbitration. If an arbitrator orders additional compensation or back pay for the aggrieved Employee, such compensation shall not extend back to a date more than 60 days before the filing of the grievance.

25. DISCIPLINE AND SUSPENSION

Generally, the District will follow concepts of progressive discipline and agrees that all discipline shall only be for just cause. Discipline, in the appropriate cases may include oral reprimand, written reprimand, suspension for up to 30 days without pay, and/or termination. If continued presence on the job by the Employee would be dangerous or present a safety or security risk to the District, the District has the option to immediately suspend the Employee with or without pay. Suspension with pay may be granted to the Employee during an active investigation.

26. TERMINATION FOR CAUSE

The District will have the right to immediately terminate the Employee's services and this agreement for cause as defined below. If terminated for cause, all compensation and benefits described herein shall cease as of the termination date. "Cause" for discipline or termination includes but is not limited to:

- Incompetency, inefficiency or inattention to or dereliction of duty.
- Dishonesty, intemperance, immoral conduct, insubordination, discourteous treatment of the public or other District employees, or any other act of omission or commission tending to injure the public service; or any other willful failure on the part of the Employee to maintain proper conduct.
- Mental or physical unfitness for the position which the Employee holds.
- Dishonest, disgraceful, immoral or prejudicial conduct.
- Use of alcoholic beverages or controlled substances to such extent that such use interferes with the efficiency or mental or physical fitness of the Employee, or which precludes the Employee from properly performing the functions and duties of the position.
- Conviction of a felony, or a misdemeanor involving moral turpitude.
- Any other act or failure to act which in the judgement of the Fire Chief and is sufficient to show the Employee to be unsuitable and unfit for the position.

Any termination of this Agreement for cause will be subject to the District's disciplinary policies and procedures and the Employee will receive accrued vacation and sick leave as outlined in Section 8 and 9.

27. TERMINATION WITHOUT CAUSE

The District may terminate employment under this agreement without cause and without advance notice, provided that the District shall pay the Employee a severance amount, in a single lump sum payment, equivalent to the value of six (6) months base salary, and any vacation and sick leave entitlements as outlined in Section 8 and 9. The severance amount will be paid during the District's normal payroll cycle within thirty (30) days following the date of termination.

28. RETIREMENT/RESIGNATION

Employee may voluntarily retire or resign their position with a minimum of (30) days advance written notice, unless such notice is waived in writing by the Fire Chief. Upon separation, Employee will receive payment for accrued vacation and sick leave as outlined in Section 8 and 9, including accrued or remaining floating holidays.

29. GENERAL PROVISIONS

- a. Survival. To the extent required by the circumstances, any rights of the parties created by this agreement may survive termination of employment hereunder.

- b. Notices. Any notice required or permitted to be given under this agreement shall be sufficient, if in writing and delivered personally or sent by registered or certified mail to the Employee at his/her residence, or to the District at its principal office.
- c. Complete Agreement. This agreement contains the entire agreement between the parties hereto relating to the subject matter hereof, and no modifications of this agreement shall be valid unless made in writing and signed by the parties hereto. Addendums authorized by the District may periodically update this contract to ensure continuity with like exempt contracts. These addendums will outline modifications to compensation or benefits extended to exempt personnel and become a permanent part of this agreement at the time of Board and Employee approval.
- d. Severability. Any provisions hereof which are prohibited by law or are unenforceable shall be inoperative and all the remaining provisions of this agreement shall, nevertheless, continue in effect.
- e. Employee's Death. In the event of the Employee's death, all wages and benefits due the Employee shall be handled in accordance with the probate laws of the State of Washington.
- f. Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of Washington.

**IN WITNESS WHEREOF**, this agreement was approved on \_\_\_\_\_ (date) at a regular meeting of the Pierce County Fire Protection District No. 5, Board of Fire Commissioners.

**SIGNATURES**

_____	_____
Chairman	Commissioner
_____	_____
Commissioner	Commissioner
_____	_____
Commissioner	District Secretary
_____	
Employee	