

## **CENTRAL PIERCE FIRE & RESCUE** BOARD OF COMMISSIONERS MEETING AGENDA

Date: February 26, 2024
 Place: In-Person / Fire District Administrative & Operations Center

 0 1015 39<sup>th</sup> Ave SE Suite #120 Puyallup, WA 98374
 Virtual / (Visit <u>www.centralpiercefire.org</u> for instructions to join webinar)

 Time: 3:00 p.m.

Citizens attending virtually that wish to address the Board during Public Comment use the "raise hand" feature on the webinar. Statements or comments for the record may be submitted to aparamapoonya@centralpiercefire.org by 2:00pm meeting day.

## 1. Call to Order

A. Roll Call – District Secretary

2. Pledge of Allegiance

## 3. Approval of Agenda

- A. Pg. 1: Agenda
- 4. **Public Comment** (for items not specifically listed on the Agenda)
- 5. Consent Agenda (Single Motion)
  - A. Excused Absences:
  - B. Pg. 3: Minutes: Regular Board Meeting of February 12, 2024
  - C. Pg. 7: Approval of:

 Accounts Payable Warrants Numbered 60142 to 60194 totaling:
 \$ 544,604.86

 GRAND TOTAL
 \$ 544,604.86

**Pg. 19:** For Informational Purposes Only - The following electronic payments totaling \$398,297.79 (AP Warrant Numbers 60147, 60164, 60168).

## 6. Unfinished Business (Second Reading and Final Action)

## 7. Executive Session

RCW 42.30.110(g) To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee. However, subject to RCW 42.30.140(4), discussion by a governing body of salaries, wages, and other conditions of employment to be generally applied within the agency shall occur at a meeting open to the public, and when a governing body elects to take final action hiring, setting the salary of an individual employee or class of employees, or discharging or disciplining an employee, that action shall be taken in a meeting open to the public.



- 8. New Business (First Reading)
  - A. Pg. 34: Revised BOD 3.45 Common Benefits for Executive Leadership HRD Washo
  - B. **Pg. 56:** Board Policy 3.55 Guidelines for Compliance of SEPA Chief Morrow
  - C. **Pg. 75:** Addendum to the Master ILA AOC Annex Shared Office Space Chief Morrow

## 9. Considerations and Requests

- A. Pg. 79: Appendix A (2024 Salary Schedules) for Executive Leadership HRD Washo
- B. Pg. 81: Benaroya 1019-200 Lease Agreement Chief Morrow

## 10. Staff, Local, Firefighter's Association and Fire Chief Reports

- A. Pg. 106: Deputy Chief's Report DC VanKeulen
- B. **Pg. 107**: Fire Chief's Report Chief Morrow

## 11. Correspondence

- 12. Commissioner Comments
- 13. Adjournment

## CENTRAL PIERCE FIRE & RESCUE BOARD OF COMMISSIONERS February 12, 2024

Chair Holm called the regular meeting of the Board of Commissioners for Central Pierce Fire & Rescue to order at the Fire District Administrative & Operations Center – 1015 39<sup>th</sup> Ave SE Suite #120, Puyallup, WA 98374 at 5:00 p.m. A remote attendance option was available to the public. Present were Chair Holm, Commissioners Stringfellow, Coleman, Willis, and Mitchell, Ex Officio Door, Chief Morrow, DC VanKeulen, FD Robacker, HRD Washo, AC Benning, BC Campbell, 726 President James, 726 VP Reed Thompson, EA Paramapoonya, and SS McInnis, Recorder.

## PLEDGE OF ALLEGIANCE

Chair Holm led the Pledge of Allegiance.

## **APPROVAL OF AGENDA**

Commissioner Stringfellow moved and Commissioner Mitchell seconded to approve the agenda. **MOTION CARRIED.** 

## PUBLIC COMMENT (FOR ITEMS NOT SPECIFICALLY ON THE AGENDA)

No Public Comment

## **CONSENT AGENDA (SINGLE MOTION)**

- A. Excused Absences: None
- B. Minutes: Regular Board Meeting of January 22, 2023
- C. Approval of:

Accounts Payable Warrants Numbered 60038 to 60141 totaling:	\$ 8,917,588.93
Net Payroll Warrants Numbered 107819 to 107820 totaling:	\$ 5,953.11
GRAND TOTAL	\$ 8,923,542.04

Commissioner Mitchell moved and Commissioner Stringfellow seconded to approve the Consent Agenda with warrants totaling \$8,923,542.04. **MOTION CARRIED**.

## UNFINISHED BUSINESS (SECOND READING AND FINAL ACTION)

A. Revised Policy 3.40 – Exempt/Non-Rep/Non-Uniformed Common Benefits

HRD Washo reviewed Revised Policy 3.40 – Exempt/Non-Rep/Non-Uniformed Common Benefits. No changes were made after the First Reading. Commissioner Stringfellow moved and Commissioner Coleman seconded to approve revised Policy 3.40 as presented by Staff. **MOTION CARRIED**.

B. Revised Policy 3.41 – Non-Exempt/Non-Rep/Non-Uniformed Common Benefits

HRD Washo reviewed Revised Policy 3.41 – Non-Exempt/Non-Rep/Non-Uniformed Common Benefits. No changes were made after the First Reading. Commissioner

Coleman moved and Commissioner Mitchell seconded to approve revised Policy 3.41 as presented by Staff. **MOTION CARRIED**.

C. Board Policy 3.57 Surplus Property

FD Robacker reviewed Board Policy 3.57 Surplus Property. No changes were made after the First Reading. Commissioner Stringfellow moved and Commissioner Mitchell seconded to approve Board Policy 3.57 as presented by Staff. **MOTION CARRIED**.

## NEW BUSINESS (FIRST READING – FOR DISCUSSION AND REVIEW ONLY)

A. Resolution 24-03 Waiver of Competitive Bid Requirements – 2004 Pierce Dash Fire Engine Refurb

DC VanKeulen reviewed Resolution 24-03 Waiver of Competitive Bid Requirements – 2004 Pierce Dash Fire Engine Refurb. Commissioner Mitchell moved and Commissioner Stringfellow seconded to waive the Two-Meeting rule. **MOTION CARRIED**.

Commissioner Stringfellow moved and Commissioner Mitchell seconded to approve Resolution 24-03, waiving the competitive bid requirements, and appropriating \$471,722 for the work required to refurb one (1) 2004 Pierce Dash Fire Engine in the ERF Fund 015. **MOTION CARRIED**.

B. Resolution 24-04 Waiver of Competitive Bid Requirements – Spartan/Smeal 105' Aerial Refurb

DC VanKeulen reviewed Resolution 24-04 Waiver of Competitive Bid Requirements – Spartan/Smeal 105' Aerial Refurb. Commissioner Mitchell moved and Commissioner Coleman seconded to waive the Two-Meeting rule. **MOTION CARRIED**.

Commissioner Stringfellow moved and Commissioner Willis seconded to approve Resolution 24-04, waiving the competitive bid requirements, and appropriating \$1.1 million in the ERF Fund for the work required to refurb one (1) Spartan/Smeal 105-foot Aerial Apparatus. **MOTION CARRIED**.

## CONSIDERATIONS AND REQUESTS

A. CPFR/OVFR Consolidation Policy Statement

Chief Morrow discussed the policy position statements between CPFR & OVFR to explore consolidation through merger as a three-way partnership with Graham Fire. Commissioner Mitchell moved and Commissioner Stringfellow seconded to approve the Central Pierce Fire & Rescue Policy Position Statement regarding consolidation, as it pertains to Orting Valley Fire & Rescue." **MOTION CARRIED**.

B. KME Cancellation & Add Refurbishments

FD Robacker discussed the cancellation of KME apparatus, with the addition of refurbishments to current fleet, in an effort to maintain the District's commitment to Sustainability Resolution 23-03. Commissioner Mitchell moved and Commissioner Willis seconded to authorize the Fire Chief to cancel the purchase contract with Cascade Fire & Safety for the apparatus prepaid in 2021 in the amount of \$2,272,058.00, requesting a refund into the ERF 015 Fund. **MOTION CARRIED.** 

# STAFF, LOCAL, FIREFIGHTERS' ASSOCIATION AND FIRE CHIEF REPORTS (For Information Only)

The following divisions provided a written report in the packet:

- A. Human Resources/HRD Washo: HRD Washo reviewed the HR Division Report.
- B. Training/AC Benning: AC Benning reviewed the Training Division Report.
- C. Deputy Chief's Report/DC VanKeulen: Chief VanKeulen reviewed the Deputy Chief's Report.
- D. Fire Chief's Report/Chief Morrow: Chief Morrow reviewed the Fire Chief's Report.

L726 President Aaron James - Members recently attended a conference, to discuss strengths and weaknesses. Very beneficial information on how teams work together to create solutions. New VP Reed Thompson is in attendance. Thank you.

## CORRESPONDENCE

A. Correspondence

Chair Holm was pleased to read the correspondence and recognized Staff members for their commitment to doing great things.

## **COMMISSIONER COMMENTS**

Chair Holm: Chair Holm thanked Julie Door for her commitment and insight.

Commissioner Willis: Commissioner Willis thanked the companies who stayed on the accident scene on HWY 512. The refurb projects are a great idea.

Vice Chair Stringfellow: Commissioner Stringfellow thanked Staff for the Board Room decor. It looks phenomenal and very professional. Commissioner Stringfellow proposed the idea to host daytime meetings in the future. Chief Morrow agreed we may consider this at a later date.

Commissioner Coleman: Nothing to add

Commissioner Mitchell: Commissioner Mitchell thanked the organization for the support this past week after the loss of his Son. He expressed his sincere appreciation for the kind words and support.

Ex-Officio Door: Ex-Officio Door reviewed the joint collaborations with OVFR and GFR. There will be a Council Retreat next week to discuss budget and public safety building locations. There is a current discussion on turning Meridian into a two-way street and a Hotel Pilot Project for homeless individuals with funding to be reviewed.

## ADJOURNMENT

There being no further business, Commissioner Mitchell moved and Commissioner Willis seconded to adjourn the meeting. **MOTION CARRIED**.

The meeting adjourned at 5:47 p.m.

MATTHEW HOLM CHAIR OF THE BOARD TANYA ROBACKER DISTRICT SECRETARY

ERIKA MCINNIS RECORDER

## Central Pierce Fire & Rescue Fund 686 & 687 Dept 006 Key Bank Account No. XXXXXXX0522

## Warrant Approval

In accordance with RCW 42.24 the following warrants have been authenticated and certified by the District's Auditing Officer, that the claims are a just, due, and paid obligation against Central Pierce Fire & Rescue and are being presented to the Board of Fire Commissioners for Board approval.

<u>Issue Date</u>	Warrant Numbers	<u>Amount</u>
02/08/2024 - 02/15/2024	AP00060142 - AP00060194	\$544,604.86
	Total	\$544,604.86
Dustin Morrow Fire Chief		
Matt Holm Chair		
Steve Stringfellow Commissioner		
Rich Coleman Commissioner		
Bob Willis Commissioner		
Dale Mitchell Commissioner		

Central Pierce SQL New THU, FEB 08, 2024, 4:23 B		ANK RECON REG loc: BI-TECH-		J230-	BK REGISTER Page 1 prog: BK200 <1.54>report id: CKREG
Document Payee 1	-	Date			Stat Rel To Note
AP CHK 00060142 SALA110		02/08/24	173.01		
AP CHK 00060143 INTEAU	O Baxter Auto Parts #50	02/08/24	200.34	MW	IS
AP CHK 00060144 BROOLUN	1B Brookdale Lumber Inc	02/08/24	11.90	MW	IS
AP CHK 00060145 CKGARAG	E C&K GARAGE DOORS & OPENERS	5 02/08/24	440.40	MW	IS
АР СНК 00060146 СЕМЕНАН	2V CENEX HARVEST STATES INC	02/08/24	1,295.94	MW	IS
AP CHK 00060147 CPFR	Central Pierce Fire & Resc	cu 02/08/24	183,739.84	MW	IS
AP CHK 00060148 CRDANI	CR DANIELS	02/08/24	309.42	MW	IS
AP CHK 00060149 CORESTR	W DAVID M. COREY PHD PC	02/08/24	420.00	MW	IS
AP CHK 00060150 FRUIMUT	TU FRUITLAND MUTUAL WATER CO	02/08/24	546.71	MW	IS
AP CHK 00060151 GALLS	Galls Incorporated	02/08/24	279.65	MW	IS
AP CHK 00060152 GRAMMAR	RLY GRAMMARLY INC	02/08/24	4,632.75	MW	IS
AP CHK 00060153 KAVA122	210 JAMIE K KAVANAUGH	02/08/24	173.01	MW	IS
AP CHK 00060154 KNOE083	.70 MATTHEW KNOETGEN	02/08/24	104.00	MW	IS
AP CHK 00060155 PAPEMAG	CH PAPE MACHINERY	02/08/24	4,138.09	MW	IS
AP CHK 00060156 PCBUDGH	T PC Budget and Finance	02/08/24	65.00	MW	IS
AP CHK 00060157 LANDREG	O PIERCE CO RECYCLNG COMPOST	r 02/08/24	147.24	MW	IS
AP CHK 00060158 PCSEWER	Pierce County Sewer	02/08/24	1,128.73	MW	IS
AP CHK 00060159 KNUTFAR	2M PUYALLUP VALLEY FLOWER	02/08/24	2,000.00	MW	IS
AP CHK 00060160 SNURSEN	II SNURE LAW OFFICE PSC	02/08/24	128.00	MW	IS
AP CHK 00060161 HOMEPRO	) THE HOME DEPOT PRO	02/08/24	64.13	MW	IS
AP CHK 00060162 ULIN	ULINE INC	02/08/24	949.49	MW	IS
AP CHK 00060163 VERIWI	VERIZON WIRELESS SVCS LLC	02/08/24	9,058.00	MW	IS

Central Pierce SQL New 02/08/24	[BANK RECON REGIS	TER]	BK REGISTER	Page 2
THU, FEB 08, 2024, 4:23 PMreq: FOX07170-	leg: GL JLloc: BI-TECH	job:630823 J230	prog: BK200 <1.54>report	id: CKREG
Document Payee ID Payee Name	Date	Amount Type Sta		
	B TOTALS:			
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	Total Void Hand Written	0.00 Num	ber of Checks Processed:	0
	Total Machine Written	210,005.65 Num	ber of Checks Processed:	22
	Total Hand Written	0.00 Num	ber of Checks Processed:	0
	Total Reversals	0.00 Num	ber of Checks Processed:	0
	Total Cancelled	0.00 Num	ber of Checks Processed:	0
	Total EFTs	0.00 Num	ber of EFTs Processed:	0
	Total EPAYs	0.00 Num	ber of EPAYs Processed:	0
S U	ΒΤΟΤΑΙ	210,005.65		

Start Date: 02/08/2024 End Date: 02/08/2024

Vendor	Invoice #	Inv. Date	Invoice Amt	PR Item #	Description
AISHA SALAHUDDIN (SALA11060)					-
	020524	02/05/2024	173.	.01	PM SCHOOL/PALS COURSE
TOTAL FOR CHI	ECK AP 0006014	42:	173.		
<b>BROOKDALE LUMBER INC (BROOLU</b>	J <b>MB</b> )				
	441503	01/01/2024	11.	.900001	69 propane
TOTAL FOR CHI	ECK AP 0006014	14:	11.	.90	
C&K GARAGE DOORS & OPENERS L	LC (CKGARAG	E)			
	971964	01/26/2024	440.	.40 0001	STATION 63 BAY DOOR SERVICE CA
TOTAL FOR CHI	ECK AP 0006014	45:	440.	.40	
CENEX HARVEST STATES INC (CENE	EHARV)				
	342823	01/17/2024	1,295.	.94	#124242 STN68 PROPANE
TOTAL FOR CHI	ECK AP 0006014	46:	1,295.	.94	
COREY & STEWART (CORESTEW)					
	5349	02/02/2024		.00 0001	PSYCH EVAL - COLEMAN
TOTAL FOR CHI	ECK AP 0006014	19:	420.	.00	
CR DANIELS (CRDANI)					
	817942	01/29/2024	309.		FREIGHT / BAG
TOTAL FOR CHI			309.	.42	
FRUITLAND MUTUAL WATER COMP			205	4.1	
	72-240131	01/31/2024	297.		#41122 STN72 JAN WATER CHGS
	72I-240131 LC-240131	01/31/2024 01/31/2024	212.	.68 .62	#41130 STN72 JAN IRRIGATION #42720 LC JAN WATER CHGS
TOTAL FOR CHI			546.		#42720 EC JAIN WATER CHOS
GALLS INCORPORATED (GALLS)			540.	., 1	
	026482090	12/08/2023	279	.650001	2EA. BLUE NOMEX PANTS B CUT
TOTAL FOR CHI			279.		
GRAMMARLY INC (GRAMMARLY)					
	23795	01/23/2024	4,632.	.750001	CP- GRAMMARLY RENEWAL-3/2024-3
TOTAL FOR CHI	ECK AP 0006015	52:	4,632.	.75	
INTERSTATE AUTO PARTS (INTEAU)	ГО)				
	15681109157	12/08/2023	200.	.340001	HEADLIGHTS, XMX VHL-4X6HI
TOTAL FOR CHI	ECK AP 0006014	43:	200.	.34	
JAMIE K KAVANAUGH (KAVA12210)					
	020524	02/05/2024	173.	.01	PM SCHOOL/PALS COURSE
TOTAL FOR CHI	ECK AP 0006015	53:	173.	.01	
LAND RECOVERY (LANDRECO)					
	0102605796	01/04/2024	147.		JAN4 PCFTC DUMP RUN.
TOTAL FOR CHI		57:	147.	.24	
MATTHEW KNOETGEN (KNOE08170)		01/02/2024	10.4	0.0	
TOTAL FOR CUI	012224	01/22/2024	104.		DEC12/NREMT TEST/KNOE08170.
TOTAL FOR CHI	ECK AP 000001:	94:	104.	.00	
PAPE MACHINERY (PAPEMACH)	212988400	01/01/2024	4 1 2 9	00.0001	10/20/23-10/26/23 TRNG EXCAVAT
TOTAL FOR CHI			4,138.	$\frac{.090001}{.09}$	10/20/23-10/20/23 IKNO EACAVAI
PC BUDGET AND FINANCE (PCBUDG			4,130.	.07	
TE BEDGET AND FRANCE (TEBEDG	CI344998	01/10/2024	65	.000001	EMS EVALULATOR TRAINING FEES F
TOTAL FOR CHI			65.		EWS EVALULATOR TRAINING FEES F
PIERCE COUNTY FIRE PROT DIST # (			05.		
	020824B	02/08/2024	183,739.	.84	02/08/2024 AP EFTS
TOTAL FOR CHI			183,739.		
PIERCE COUNTY SEWER (PCSEWER			,		
	60PC-240201	02/01/2024	144.	.36	#1812114 STN60 JAN SEWER CHGS
User: FOX07170 - FOX_MELISSA_R		Page	1		Current Date:02/08/2024

Start Date: 02/08/2024 End Date: 02/08/2024

Vendor	Invoice #	Inv. Date	Invoice Amt PR Item #	Description
	61-240201	02/01/2024	154.83	#85900 STN61 JAN SEWER CHGS
	62-240201	02/01/2024	39.71	#233439 STN62 JAN SEWER CHGS
	63-240201	02/01/2024	123.43	#1778561 STN63 JAN SEWER CHGS
	65-240201	02/01/2024	86.81	#1236121 STN65 JAN SEWER CHGS.
	67TC-240201	02/01/2024	186.22	#462454 TC JAN SEWER
	68-240201	02/01/2024	285.63	#1061119 68 SEWER
	69SP-240201	02/01/2024	107.74	#535508 SHOP JAN SEWER CHGS
TOTAL FOR CH	ECK AP 0006015	8:	1,128.73	
PUYALLUP VALLEY FLOWER (KNUT	FARM)			
	020524	02/05/2024	2,000.000001	DAFFODILS FOR THE DAFFODIL PAR
TOTAL FOR CH	ECK AP 0006015	9:	2,000.00	
SNURE SEMINARS (SNURSEMI)				
	020124	02/01/2024	128.000001	2024 SNURE LEGAL
TOTAL FOR CH	ECK AP 0006016	0:	128.00	
THE HOME DEPOT PRO (HOMEPRO)				
``````````````````````````````````````	777950205	11/30/2023	64.130017	DRAIN OPENER, GEL, 64OZ (EACH)
TOTAL FOR CH			64.13	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, _,, _
ULINE (ULIN)				
	173842488	01/31/2024	949.49	SHIPPING / BINS
TOTAL FOR CH	ECK AP 0006016	2:	949.49	
VERIZON WIRELESS (VERIWIRE)				
	9954298044	01/15/2024	194.36	47252376100001 OVFR JAN SVC
	9954810881	01/21/2024	4,152.01	#74200269700001 JAN SVC CHGS.
	9954810883	01/21/2024	640.93	#742002697-00004 JAN SVC CHGS
	9954810884	01/21/2024	608.84	#742002697-00005 JAN SVC CHGS
	9954810885	01/21/2024	737.99	#742002697-00006 JAN SVC CHGS
	9954810886	01/21/2024	2,723.87	#74200269700010 JAN SVC CHG.
TOTAL FOR CH	ECK AP 0006016	3:	9,058.00	
	REPO	RT TOTAL:	210,005.65	
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Central Pierce SQL THU, FEB 15, 2024,		02/15/24 eq: FOX07170leg: GL J	-	-		BK REGISTER -prog: BK200	<1.54>report	Page 1 id: CKREG
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		SUB TOT	A L S:					
		Total Void Mac	chine Written	0.00	Numbe	er of Checks	Processed:	0
		Total Void	Hand Written	0.00	Numbe	er of Checks	Processed:	0
		Total Mac	chine Written	15,662.16	Numbe	er of Checks	Processed:	1
		Total	Hand Written	0.00	Numbe	er of Checks	Processed:	0
		Tot	al Reversals	0.00	Numbe	er of Checks	Processed:	0
		Tot	al Cancelled	0.00	Numbe	er of Checks	Processed:	0
			Total EFTs	0.00	Numbe	er of EFTs Pr	ocessed:	0
			Total EPAYs	0.00	Numbe	er of EPAYs P	rocessed:	0
		SUB TOT	A L	15,662.16				

Vendor	Invoice #	Inv. Date	Invoice Amt	PR Item #	Description
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	021524	02/15/2024	15,662.16		02/15/2024 AP EFTS
TOTAL FOR CH	ECK AP 0006010	<b>54:</b>	15,662.16		
	REPO	ORT TOTAL:	15,662.16		

	Pierce SQL			K RECON REGI				BK REGISTER Page 1
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Documen		Payee ID	Payee Name	Date ======== ==				Rel To Note ===== ===============================
AP CHK	00060165	ATTMOBI	AT&T MOBILITY II LLC	02/15/24	9,281.30	MW	IS	
АР СНК	00060166	BHFOTOEL	B&H FOTO & ELECTRONICS CORP	02/15/24	31,197.96	MW	IS	
AP CHK	00060167	BROOLUMB	Brookdale Lumber Inc	02/15/24	91.59	MW	IS	
AP CHK	00060168	CPFR	Central Pierce Fire & Rescu	02/15/24	199,128.77	MW	IS	
AP CHK	00060169	QWEST	Century Link	02/15/24	121.88	MW	IS	
AP CHK	00060170	QWEST	Century Link	02/15/24	210.73	MW	IS	
AP CHK	00060171	CESSCO	CESSCO INC	02/15/24	1,298.79	MW	IS	
AP CHK	00060172	CITYORTI	City of Orting	02/15/24	433.73	MW	IS	
АР СНК	00060173	COMCAST	COMCAST	02/15/24	177.03	MW	IS	
АР СНК	00060174	CONNBUSI	CONNELLS BUSINESS SYSTEMS	02/15/24	660.59	MW	IS	
АР СНК	00060175	DMRECYCL	D M Recycling Co Inc	02/15/24	631.20	MW	IS	
АР СНК	00060176	DELCITY	DEL CITY WIRE	02/15/24	100.00	MW	IS	
АР СНК	00060177	DETLTHIB	Detlef Thibodeaux	02/15/24	3,095.01	MW	IS	
АР СНК	00060178	ELMHMUTU	ELMHURST MUTUAL POWER & LIG	02/15/24	1,228.43	MW	IS	
АР СНК	00060179	GALLS	Galls Incorporated	02/15/24	1,202.20	MW	IS	
АР СНК	00060180	GENETOWI	GENE'S TOWING INC	02/15/24	894.56	MW	IS	
АР СНК	00060181	GLOBINDU	GLOBAL INDUSTRIAL	02/15/24	299.96	MW	IS	
АР СНК	00060182	LEMAMOBI	LEMAY MOBILE SHREDDING	02/15/24	106.00	MW	IS	
АР СНК	00060183	LIQUSPRI	LIQUIDSPRING LLC	02/15/24	639.14	MW	IS	
АР СНК	00060184	PAPEMACH	PAPE MACHINERY	02/15/24	64.05	MW	IS	
АР СНК	00060185	PCBUDGET	PC Budget and Finance	02/15/24	1,114.00	MW	IS	
АР СНК	00060186	PCFCA	Pierce County Fire Chiefs A	02/15/24	1,500.00	MW	IS	
AP CHK	00060187	PCREFUSE	Pierce County Refuse	02/15/24	1,986.75	MW	IS	
АР СНК	00060188	PSENERGY	Puget Sound Energy	02/15/24	2,178.47	MW	IS	
АР СНК	00060189	PSHARDWA	PUGET SOUND HARDWARE INC	02/15/24	1,503.97	MW	IS	
AP CHK	00060190	RIGHSYST	RIGHT! SYSTEMS INC	02/15/24	52,857.27	MW	IS	
АР СНК	00060191	SSTIREPU	S&S TIRE SERVICE INC	02/15/24	4,127.27	MW	IS	
AP CHK	00060192	TMOBILE	T-MOBILE USA INC.	02/15/24	1,650.95	MW	IS	

Central Pierce SQL THU, FEB 15, 2024,		02/15/24 : FOX07170leg: GL JL	-	-	J660-	BK REGISTER Page prog: BK200 <1.54>report id: CKREG	
Document	- 1	ayee Name		Amount	Туре	Stat Rel To Note	_
		HE HOME DEPOT PRO	02/15/24	333.38	MW	IS	-
AP CHK 00060194	MURRDISP W	ASTE CONNECTIONS INC	02/15/24	822.07	MW	IS	
		SUB TOTA	L S:				
		Total Void Mach	line Written	0.00		Number of Checks Processed: 0	
		Total Void H	land Written	0.00		Number of Checks Processed: 0	
		Total Mach	line Written	318,937.05		Number of Checks Processed: 30	
		Total H	land Written	0.00		Number of Checks Processed: 0	
		Tota	l Reversals	0.00		Number of Checks Processed: 0	
		Tota	l Cancelled	0.00		Number of Checks Processed: 0	
			Total EFTs	0.00		Number of EFTs Processed: 0	
			Total EPAYs	0.00		Number of EPAYs Processed: 0	
		SUB TOTA	L	318,937.05			

Start Date: 02/15/2024 End Date: 02/15/2024

Vendor	Invoice #	Inv. Date	Invoice Amt	PR Item #	Description
AT&T MOBILITY (ATTMOBI)					
	X01272024	01/19/2024	2,298.	29	#287315267353 JAN 24 SVC CHGS
	X10272023	10/19/2023	2,386.		#287315267353 OCT SVC CHG
	X11272023	11/19/2023	2,280.		#287315267353 NOV SVC CHGS
	X12272023	12/19/2023	2,316.	57	#287315267353 DEC SVC CHGS
TOTAL FOR CHI	ECK AP 0006016	5:	9,281.	30	
B&H FOTO & ELECTRONICS CORP ()	BHFOTOEL)				
	220490595	01/16/2024	31,197.	960031	Promise Technology Pegasus32 R
TOTAL FOR CHI	ECK AP 0006016	6:	31,197.	_	
<b>BROOKDALE LUMBER INC (BROOLU</b>	J <b>MB</b> )				
	441669	01/01/2024	8.	280001	40 propane
	442707	01/01/2024	22.1	250001	61 propane
	442991	01/04/2024	22.	000001	61 propane
	442992	01/04/2024	28.	710002	shop 2x4-8 treated
	443730	02/12/2024	10.	<u>35</u> 0001	73 PROPANE
TOTAL FOR CHI	ECK AP 0006016	7:	91.	59	
CESSCO, INC (CESSCO)					
	21986	02/01/2024	1,298.	<u>79</u> 0002	REPAIR RING SAW (R61) ESTIMATE
TOTAL FOR CHI	ECK AP 0006017	'1:	1,298.	79	
<b>CITY OF ORTING (CITYORTI)</b>					
	40-240201	02/01/2024	433.	73	#26650 STN40 JAN WATER/SEW
TOTAL FOR CHI	ECK AP 0006017	2:	433.	73	
COMCAST (COMCAST)					
	012424	01/24/2024	177.	)3	#8498350320229520
TOTAL FOR CHI	ECK AP 0006017	/3:	177.	)3	
CONNELL'S BUSINESS SYSTEM (CON	NBUSI)				
	61024	02/08/2024	660.	590001	72 BROTHER MFC-L8900CDW COLOR
TOTAL FOR CHI	ECK AP 0006017	<b>'4:</b>	660.	59	
D M RECYCLING CO INC (DMRECYC	L)				
	11894766S111	02/01/2024	202.	00	#21116116470 STN69 JAN RECYC
	11895023S111	02/01/2024	111.	00	#21116157279 TC JAN RECYL
	118950258111	02/01/2024	74.	00	#21116157294 STN67 JAN RECYCL
	11895046S111	02/01/2024	0.	00	#21116158282 STN71 JAN RECYCL
	11896727S111	02/01/2024	69.	59	#2111321850828 STN72 JAN RECY
	11897118S111	02/01/2024	124.		#2111321880674 LC JAN RECYCL
	11897132S111	02/01/2024	50.		#2111321881803 STN43 JAN RECY
TOTAL FOR CHI	ECK AP 0006017	5:	631.	20	
<b>DEL CITY WIRE (DELCITY)</b>					
	500800783	02/07/2024		000001	ITEM #1773 SPLIT LOOM
TOTAL FOR CHI	ECK AP 0006017	6:	100.	00	
DETLEF THIBODEAUX (DETLTHIB)					
	020524	02/05/2024	3,095.		2023 LEOFF 1 MEDICAL/DENT CLMS
TOTAL FOR CHI			3,095.	)]	
ELMHURST MUTUAL POWER & LIG		,			
	62-240117	01/17/2024	538.		#5147 STN62 ELECTRICITY CHGS
	68-240207	02/07/2024	689.4	_	#63497 STN68 ELECTRICITY
TOTAL FOR CHI	ECK AP 0006017	8:	1,228.	43	
GALLS INCORPORATED (GALLS)					
	026482089	12/08/2023		550001	2EA. BLUE NOMEX PANTS B CUT
	026733505	01/09/2024		25 0002	5:11 NAVY LINER
	026761967	01/11/2024		710001	UNIFORM TACTICAL TROUSER
	026763198	01/12/2024		77 0001	UNIFORM TACTICAL TROUSER
	026810525	01/16/2024	336.	82 0001	DFM MENS 6 INCH SCORCH
Low EOV07170 EOV MELISSA D		Dagas			Current Data:02/16/2024

Vendor	Invoice #	Inv. Date	Invoice Amt	PR Item #	Description
TOTAL FOR CH	ECK AP 0006017	9:	1,202.2	20	
GENE'S TOWING INC (GENETOWI)					
	523018	02/03/2024	894.5	60001	L12-1 TOWED
TOTAL FOR CH	ECK AP 0006018	0:	894.5	6	
GLOBAL INDUSTRIAL (GLOBINDU)					
	121499048	02/01/2024	299.9	60001	shop ray Top Utility Cart w/3
TOTAL FOR CH	ECK AP 0006018	1:	299.9	6	
LEMAY MOBILE SHREDDING (LEMA	MOBI)				
	4826367S185	02/01/2024	53.0	0	#2185512946001 ST 60 SHRED
	4829244S185	02/01/2024	53.0	00	#2185512946003 AOC LATE FEE
TOTAL FOR CH	ECK AP 0006018	2:	106.0	00	
LIQUIDSPRING LLC (LIQUSPRI)					
	0062405IN	02/01/2024	639.1	40001	OVM15-1 STRUT DRIVER SIDE REAR
TOTAL FOR CH	ECK AP 0006018	3:	639.1	4	
MURREY'S DISPOSAL (MURRDISP)					
	11898698S111	02/01/2024	7.1	8	#211111158740 TC JAN GARBAGE
	11898699S111	02/01/2024	359.8	35	#211111062040 LOG CTR JAN GARB
	11899709S111	02/01/2024	196.5	52	#211111158741 STN67 JAN GARB
	11899838S111	02/01/2024	205.2	24	#211111062040 LOG CTR JAN GARB
	11901267S111	02/01/2024	53.2	-	#2111321825520 STN43 OV JAN GA
TOTAL FOR CH	ECK AP 00060194	4:	822.0	)7	
PAPE MACHINERY (PAPEMACH)					
	215396808	02/08/2024		50001	FEB'24 TRAINING EQUIP RENTAL
TOTAL FOR CH	ECK AP 0006018	4:	64.0	5	
PC BUDGET AND FINANCE (PCBUDG	ET)				
	CI345388	01/01/2024	949.0	0	COUNTYVIEW USER/AGO LICENSE
	CI345962	12/31/2024	165.0	00	#C111357-Q4-23 WAN/WORKDAY FEE
TOTAL FOR CH	ECK AP 0006018	5:	1,114.0	00	
PIERCE COUNTY FIRE CHIEFS ASSO	O (PCFCA)				
	240127	01/27/2024	1,500.0	00	PCFCA 2024 ANNUAL DUES
TOTAL FOR CH	ECK AP 0006018	6:	1,500.0	00	
PIERCE COUNTY FIRE PROT DIST #	(CPFR)				
	020824	02/08/2024	232.9	8	BROWN, J DRS ADJ 2401001
	021524	02/15/2024	198,895.7	<u>'9</u>	02/15/2024 AP EFTS
TOTAL FOR CH	ECK AP 0006016	8:	199,128.7	7	
PIERCE COUNTY REFUSE (PCREFUS	SE)				
	117911041S180	02/01/2024	105.5	3	#218035314001 STN68 JAN GARB
	17911036S180	02/01/2024	349.5	3	#218035266001 STN61 JAN GARB
	17911037S180	02/01/2024	144.6	i3	218035275001 STN64 JAN GARBAGE
	17911039\$180	02/01/2024	259.2		#218035292001 STN60 JAN GARB
	17911040S180	02/01/2024	346.2		#218035301001 LC JAN GARB
	17911841S180	02/01/2024	185.2		#2180588899 STN65 JAN GARBAGE
	17912889S180	02/01/2024	105.5		#2180556556002 STN62 JAN GARB
	17912978S180	02/01/2024	149.8		#21801047792001 STN63 JAN GARB
	17913001S180	02/01/2024	61.9		#21801047792002 STN68 JAN RECY
	17913865S180	02/01/2024	30.9		#218035275002 STN64 JAN RECYCL
	17913866S180	02/01/2024	30.9		#218035301002 LC JAN RECYC
	17913867S180 17913904S180	02/01/2024 02/01/2024	61.9 92.9		#218035314002 STN68 JAN RECYCL #218035292004 STN60 DEC RECYCL
	17913904S180 17913948S180	02/01/2024	92.9 61.9		#218035292004 STN60 DEC RECYCL #218035266002 STN61 JAN RECYCL
TOTAL FOR CH			1,986.7		"210033200002 311101 JAIN RECTCL
PUGET SOUND ENERGY (PSENERGY			1,700.7	-	
I OGE I SOOND ENERGI (I SENERGI	63-2400205	02/05/2024	236.7	7	#220012344424 STN63 NAT GAS
User: FOX07170 - FOX, MELISSA R		Page:	2		Current Date:02/16/2024
Desert LLL OIL AD INW DOADD Open Held (		1 450.	-		

Start Date: 02/15/2024 End Date: 02/15/2024

Vendor	Invoice #	Inv. Date	Invoice Amt PR Ite	em # Description
	65-240206	02/06/2024	854.74	#200012556508 ST65 NAT GAS
	67-2400205	02/05/2024	665.07	#200005777707 ST67 NAT GAS
	LC-240201	02/01/2024	191.91	#200013100744 LC JAN NAT.GAS
	TC-240205	02/05/2024	229.98	#200014257659 TC NAT GAS
TOTAL FOR CHI	ECK AP 0006018	8:	2,178.47	
PUGET SOUND HARDWARE INC (PSE	IARDWA)			
	12120	12/13/2024	1,503.970001	Printable Prox Cards
TOTAL FOR CHI	ECK AP 0006018	9:	1,503.97	
QWEST COMMUNICTIONS COMPAN	Y LL (QWEST)			
	240121	01/21/2024	121.88	#471687197 OV JAN PHONES
TOTAL FOR CHI	ECK AP 0006016	9:	121.88	
	240126	01/26/2024	210.73	#253Z260451282B JAN SVC CHG
TOTAL FOR CHI	ECK AP 0006017	0:	210.73	
TOTAL FOR QWEST COMMUNICTION	S COMPANY L	L:	332.61	
<b>RIGHT! SYSTEMS INC (RIGHSYST)</b>				
	SI185220	01/31/2024	868.050002	CP- MAGIC KEYBOARD FOR IPAD-IT
	SI185231	01/31/2024	51,989.220001	CP- UDEMY ENTERPRISE-'24-'25
TOTAL FOR CHI	ECK AP 0006019	0:	52,857.27	
S&S TIRE (SSTIREPU)				
	1150180	01/01/2024	63.410001	E18-8 FLAT REPAIR
	1151420	01/31/2024	662.840001	UT92-2 NEW TIRES.
	1151569	02/07/2024	1,609.210002	E18-2 NEW TIRES
	1151602	02/07/2024	782.780001	E18-2 ROAD CALL, RUINED TIRE.
	1151685	02/12/2024	1,009.03 0001	622 NEW TIRES WO27339 WORKMAN
TOTAL FOR CHI	ECK AP 0006019	1:	4,127.27	
T-MOBILE USA INC. (TMOBILE)				
	240121	01/21/2024	1,650.95	#990518645 JAN SVC CHGS
TOTAL FOR CHI	ECK AP 0006019	2:	1,650.95	
THE HOME DEPOT PRO (HOMEPRO)				
	789752128	02/14/2024	333.380001	ICE AWAY ICE MELTER, 50LB (BOX
TOTAL FOR CHI	ECK AP 0006019	3:	333.38	
	REPO	RT TOTAL:	318,937.05	



In accordance with RCW 42.24 the electronic payments detailed in the attachments have been authenticated and certified by the District's Auditing Officer, that the claims are a just, due, and paid obligation against Central Pierce Fire & Rescue. This is presented to the Board of Fire Commissioners for Board informational purposes only. Board authorization occurred with the approval of warrants noted below. Warrants issued transfer funds to the bank account in which the electronic payments are drawn.

		EFT Transfer	
<u>Issue Date</u>	<u>EFT Numbers</u>	<u>Warrant</u>	<u>Amount</u>
02/08/2024	EP00016379 -EP00016423	AP00060147	\$183,739.84
02/15/2024	EP00016424 -EP00016424	AP00060164	\$15,662.16
02/15/2024	EP00016425 -EP00016460	AP00060168	\$198,895.79
	Total		\$398,297.79
Dustin Morrow Fire Chief			
Matt Holm Chair			
Steve Stringfellow Commissioner			
Rich Coleman Commissioner			
Bob Willis Commissioner			
Dale Mitchell Commissioner			

Central Pierce SQL New 02/08/24 [BANK RECON REGISTER]

BK REGISTER

THU, FEB 08, 2024, 4:23 PM --req: FOX07170--leg: GL JL--loc: BI-TECH---job:630823 J230-----prog: BK200 <1.54>--report id: CKREG---

-		Payee Name	Date	Amount			Note
			02/08/24	0.00		CX	 
AP EFT 00016379 ACT	TIONWO	ACTIONWORKS	02/08/24	2,072.61	MW	CX	
AP EFT 00016380 ADR	RISTEE	ADRIAN STEEL COMPANY	02/08/24	5,308.00	MW	CX	
AP EFT 00016381 AMA	AZON	AMAZON CAPITAL SERVICES	02/08/24	362.29	MW	CX	
AP EFT 00016382 AME	ERHOSE	AMERICAN HOSE & FITTINGS	02/08/24	112.23	MW	CX	
AP EFT 00016383 BLU	JEGIS	Blue Ridge GIS Consulting L	02/08/24	6,930.00	MW	CX	
AP EFT 00016384 BOU	JNTREE	Bound Tree Medical LLC	02/08/24	619.20	MW	CX	
AP EFT 00016385 BRI	ISINC	BRISCO INC	02/08/24	4,062.17	MW	CX	
AP EFT 00016386 CPF	FREFT (	Central Pierce Fire & Rescu	02/08/24	1,244.02	MW	CX	
AP EFT 00016387 CHR	RIINC	CHRISTENSEN INC	02/08/24	7,812.11	MW	CX	
AP EFT 00016388 CIT	TYPUYA (	CITY OF PUYALLUP	02/08/24	1,201.72	MW	CX	
AP EFT 00016389 CIT	TYTREA (	CITY OF TACOMA	02/08/24	3,150.03	MW	CX	
AP EFT 00016390 COM	MBRAK (	Commercial Brake	02/08/24	1,371.59	MW	CX	
AP EFT 00016391 CRE	EAORGA	CREATION ORGANICS LLC	02/08/24	1,622.42	MW	CX	
AP EFT 00016392 DEL	LMARK	Dell Marketing	02/08/24	8,868.55	MW	CX	
AP EFT 00016393 EMS	SCONNE	EMSCONNECT LLC	02/08/24	4,394.00	MW	CX	
AP EFT 00016394 FEN	ITENTE	FENTON ENTERPRIZE INC	02/08/24	6,270.20	MW	CX	
AP EFT 00016395 VAL	LFREI	FREIGHTLINER NORTHWEST	02/08/24	449.85	MW	CX	
AP EFT 00016396 IVO	DXCONS	IVOXY Consulting Inc.	02/08/24	10,899.75	MW	CX	
AP EFT 00016397 KEL	LIGREE	KELLY GREEN INC	02/08/24	423.89	MW	CX	
AP EFT 00016398 KOR	RUAUTO I	Korum Automotive Group Inc	02/08/24	221.19	MW	CX	
AP EFT 00016399 LIF	FEASSI	Life-Assist Inc	02/08/24	30,123.82	MW	CX	
AP EFT 00016400 MAL	LCOMP	Mallory Safety and Supply L	02/08/24	6,676.47	MW	CX	
AP EFT 00016401 NCM	ACHIN 1	N C Machinery Inc	02/08/24	1,101.00	MW	CX	
AP EFT 00016402 NBF	SPQ 1	NBFSPQ INC	02/08/24	1,096.00	MW	CX	
AP EFT 00016403 NTE	EGCONS	NTEGRATED CONSULTING LLC	02/08/24	458.17	MW	CX	
AP EFT 00016404 ORE	CIAUTO (	O'REILLY AUTO PARTS	02/08/24	81.43	MW	CX	
AP EFT 00016405 SUP	PERION	RAMUNDSEN SUPERIOR HOLDINGS	02/08/24	3,735.00	MW	CX	

Central Pierce SQL THU, FEB 08, 2024,		02/08/24 [BANI eq: FOX07170leg: GL JLlog	K RECON RE c: BI-TECH		J230	BK REGIST prog: BK2		ort id: (	Page 4 CKREG
Document	Payee ID	Payee Name	Date			Stat Rel To No			
AP EFT 00016406	READREBO	READY REBOUND INC	02/08/24	4,061.25		CX		:======	
AP EFT 00016407	RESCSOUR	RESCUE SOURCE GEAR	02/08/24	502.25	MW	CX			
AP EFT 00016408	SITECRAFT	SITECRAFTING INC	02/08/24	348.00	MW	СХ			
AP EFT 00016409	STANPART	Standard Parts Corp	02/08/24	130.26	MW	СХ			
AP EFT 00016410	STRYMEDI	STRYKER SALES CORPORATION	02/08/24	254.85	MW	СХ			
AP EFT 00016411	TACOSCRE	Tacoma Screw Products Inc	02/08/24	894.68	MW	СХ			
AP EFT 00016412	TARGSAFE	TARGETSOLUTIONS LEARNING LL	02/08/24	45,080.62	MW	СХ			
AP EFT 00016413	TERRSTAFF	TERRA SERVICES LLC	02/08/24	6,085.80	MW	СХ			
AP EFT 00016414	TRSMECHA	TRS Mechanical Inc	02/08/24	4,361.90	MW	СХ			
AP EFT 00016415	UNIFIRST	UNIFIRST CORPORATION	02/08/24	177.67	MW	СХ			
AP EFT 00016416	UNITSAFE	United Safety & Survivabili	02/08/24	226.00	MW	СХ			
AP EFT 00016417	USBANKBU	US Bank Business Card	02/08/24	5,860.30	MW	СХ			
AP EFT 00016418	ROSE10280	ADAM ROSENLUND	02/08/24	1,225.80	MW	СХ			
AP EFT 00016419	MCAF01180	ANDY MCAFEE	02/08/24	49.25	MW	СХ			
AP EFT 00016420	STED11150	ANTHONY STEDMAN	02/08/24	2,468.95	MW	СХ			
AP EFT 00016421	GITTSPRI	Gitt's Spring Inc	02/08/24	298.65	MW	СХ			
AP EFT 00016422	KENNNOLL	KENNETH J. NOLL	02/08/24	533.90	MW	СХ			
AP EFT 00016423	GIBS09290	ZANE GIBSON	02/08/24	512.00	MW	СХ			
		SUB TOTALS	:						
		Total Void Machine V	Written	0.00		Number of Chec	ks Processed:	0	
		Total Void Hand V	Written	0.00		Number of Chec	ks Processed:	0	
		Total Machine W	Written	0.00		Number of Chec	ks Processed:	0	

Total Hand Written

Total Reversals

Total Cancelled

Total EPAYs

Total EFTs

0.00

183,739.84

0.00

0.00

0.00

Number of Checks Processed:

Number of Checks Processed:

Number of Checks Processed:

Number of EFTs Processed:

Number of EPAYs Processed:

0

0

0

46

Start Date: 02/08/2024 End Date: 02/08/2024

Vendor	Invoice #	Inv. Date	Invoice Amt	PR Item #	Description
ACTIONWORKS (ACTIONWO)					
<pre></pre>	6068	12/18/2023	243	.860001	NEW APPAREL SAMPLES
	6090	01/29/2024		.75 0001	2024 APPAREL ANNUAL ORDER -
TOTAL FOR CI	HECK AP 00016.	379:	2,072	.61	
ADAM ROSENLUND (ROSE10280)					
	020524	02/05/2024	845	.00	11/08/23-01/16/24 TUITION RMB
	121523C	01/01/2024	380	.80	NOV14 AIRFARE CHARLESTON, SC
TOTAL FOR C	HECK AP 000164	418:	1,225	.80	
ADRIAN STEEL COMPANY (ADRIST	TEE)				
	3534	02/05/2024	5.308	.000001	FM EXTENDOBED ATF CARRIER
TOTAL FOR CI	HECK AP 00016.		5,308		
AMAZON CAPITAL SERVICES (AMA	AZON)				
	17HPLNTWK	R7 02/02/2024	241	.590001	LOGS LAWN CREW WIRE WHEEL
		Г7Т 02/03/2024	60	.560001	STATION 66 DEISEL PUMP NOZZLE
	1LFDHP71YI	DQ 01/27/2024		.420001	STATION 63 DECON SPOUT, STATIO
		4J4 02/02/2024	41	<u>.72</u> 0001	BAY DOOR REMOTES FOR RUNNER VA
TOTAL FOR CI	HECK AP 00016.	381:	362		
AMERICAN HOSE & FITTINGS (AM	ERHOSE)				
	8994811	01/25/2024	49	.080001	E18-6 HOSE REPLICATION
	9000478	01/31/2024	63	.150002	E18-6 HYD HOSE REPLICATION
TOTAL FOR CI	HECK AP 00016.	382:	112	.23	
ANDY MCAFEE (MCAF01180)					
	013124	02/01/2024	49	.25	01/09/24-01/31/24 MILEAGE RMB
TOTAL FOR CI	HECK AP 000164	419:	49	.25	
ANTHONY STEDMAN (STED11150)					
	020524A	02/05/2024	1,221	.00	10/23/23-12/11/23 TUITION RMB
	020524B	02/05/2024	1,247	<u>.95</u>	08/28/23-10/16/23 TUITION RMB
TOTAL FOR CI	HECK AP 000164	420:	2,468	.95	
BLUE RIDGE GIS CONSULTING LLO	C (BLUEGIS)				
	0010	02/01/2024	6,930	<u>.00</u> 0001	GIS CONSULTANT SERVICES
TOTAL FOR CI	HECK AP 00016.	383:	6,930	.00	
BOUND TREE PARR LLC (BOUNTRI	EE)				
	85227293	01/24/2024	619	.20	#107961 QUICK CONNECT, OXYGEN
TOTAL FOR CI	HECK AP 00016.	384:	619	.20	
BRISCO INC (BRISINC)					
	020124	02/06/2024	4,062	.17	JAN 2024 OVFR FUEL CHARGES
TOTAL FOR CI	HECK AP 00016.	385:	4,062	.17	
CHRISTENSEN INC (CHRIINC)					
	0521213IN	02/01/2024	93	.850001	ISO 68 HYD FLUID
	0529942IN	02/01/2024	3,768	.09	#1003291 69 FUEL
	0530390IN	01/31/2024	2,387	.50	#1003291 61 FUEL
	0531784IN	02/01/2024	1,562	.67	#1003291 64 FUEL
TOTAL FOR CI	HECK AP 00016.	387:	7,812	.11	
CITY OF PUYALLUP (CITYPUYA)					
	130402	01/30/2024	480	.93	#050094 STN71 JAN LANDFILL
	130403	01/30/2024	22		#100452 STN71 JAN IRRIGATION
	135972	01/30/2024	211		#106794 STN 72 SEWER
	139599	01/30/2024	384		#660460 N73 JAN WATER CHGS
	139616	01/30/2024	102		660630 AB JAN LANDFILL
TOTAL FOR CI	HECK AP 00016.	388:	1,201	.72	
CITY TREASURER (CITYTREA)					
	63-240202	02/02/2024	1,134		#100983903 STN63 JAN ELECTRIC
	64-240129	01/29/2024	604	.00	#100560576 64 ELECTRICITY
User: FOX07170 - FOX MELISSA R		Page	1		<b>Current Date:</b> 02/08/2024

Start Date: 02/08/2024 End Date: 02/08/2024

Vendor	Invoice #	Inv. Date	Invoice Amt	PR Item #	Description
	67-240116	01/16/2024	1,044.3	34	#100808872 STN67 DEC ELECTR
	67T-240110	01/10/2024	366.7		#100560648 67 TC ELECTRICITY
TOTAL FOR CH	ECK AP 0001638	<b>39:</b>	3,150.0		
COMMERCIAL BRAKE (COMMBRAK	C)				
	170007	01/29/2024	419.0	000003	MGM BRAKES STOCK
	170047	01/29/2024	952.:	<u>59</u> 0001	3576X BRAKE DRUMS (2)
TOTAL FOR CHI	ECK AP 0001639	90:	1,371.	59	
CREATION ORGANICS LLC (CREAO	RGA)				
	3150	01/17/2024	1,622.4	420001	ABSORBANT (BAG)
TOTAL FOR CHI	ECK AP 0001639	91:	1,622.4	42	
DELL MARKETING (DELLMARK)					
	10728179602	01/31/2024	2,009.9	970002	CP- DELL DOCK- BJ BUTLER SHOP
	10728179610	01/31/2024	2,009.9	970002	CP-DELL DOCK-J. FOX EMS
	10728179629	01/31/2024	2,009.9	970002	CP-DELL DOCK- J. QUIRIE HR
	10728412711	02/01/2024	2,838.0	640003	CP-MONITORS-LOGISTICS-A.COLEMA
TOTAL FOR CHI	ECK AP 0001639	92:	8,868.	55	
EMSCONNECT LLC (EMSCONNE)					
	10095	01/01/2024	2,197.0	000001	2024 EMS CONNECT
	10273	02/01/2024	2,197.0	000001	2024 EMS CONNECT
TOTAL FOR CHI	ECK AP 0001639	93:	4,394.0	00	
FENTON ENTERPRIZE INC (FENTEN	TE)				
	135574	01/31/2024	6,270.2	200001	SMALL TOOLS, AUTO SCAN TOOL
TOTAL FOR CHI	ECK AP 0001639	94:	6,270.2	20	
GITT'S SPRING INC (GITTSPRI)					
	049965	01/30/2024	133.2	220003	STEEL WEDGES SW-350-4 STOCK
	049966	01/30/2024	165.4	43 0002	RB-190 BUSHINGS
TOTAL FOR CHI	ECK AP 0001642	21:	298.0	65	
IVOXY CONSULTING INC. (IVOXCON	NS)				
	KRBBQ5460	01/10/2024	10,899.2	750001	CP-AOC ROUTER REPLACEMENT-ERF.
TOTAL FOR CHI	ECK AP 0001639	96:	10,899.2	75	
KELLY GREEN INC (KELLGREE)					
	21992	02/01/2024	423.8	<u>89</u> 0002	February Horticulture Fee
TOTAL FOR CHI	ECK AP 0001639	97:	423.8	89	
KENNETH J. NOLL (KENNNOLL)					
	020224	02/02/2024	533.9	90	2/1/24-4/30/24 LEOFF 1 PREMIUM
TOTAL FOR CHI	ECK AP 0001642	22:	533.9	90	
KORUM AUTOMOTIVE GROUP INC (	KORUAUTO)				
	5272941	12/01/2023	(61.2	2)0002	CREDIT MEMO OIL SEAL ASY
	5274772	02/01/2024	282.4	41 0001	OVM15-1 SEAT COVER, PASS BACKR
TOTAL FOR CHI	ECK AP 0001639	98:	221.	19	
LIFE-ASSIST INC (LIFEASSI)					
	1381417	11/16/2023	9,956.0	600042	TOURNIQUET, LATEX FREE (ROLL/1
	1381520	11/16/2023	9,551.	16	DOUBLE SHIP/RETURN ITEM SEE CM
	1389115	12/14/2023	10,490.	550001	EMS Conterra Pro-2 Caddy.
	1389141	12/14/2023		510013	ACETAMINOPHEN ELIXIR 325MG/10
TOTAL FOR CHI		99:	30,123.8	82	
MALLORY COMPANY (MALLCOMP)					
	5807240	01/24/2024	5,778.0	050001	FOAM, FIREADE 2000, 5GAL
	5809262	01/25/2024		<u>42</u> 0004	HM LEL SENSORS ALTAIR 5X 10121
TOTAL FOR CHI	ECK AP 000164	)0:	6,676.4	47	
N C MACHINERY INC (NCMACHIN)					
	FICS2486593	01/30/2024		000001	CAT DIAGNOSTIC LICENSE RENEWAL
TOTAL FOR CHI	ECK AP 000164	)1:	1,101.0	00	

Start Date: 02/08/2024 End Date: 02/08/2024

Vendor	Invoice #	Inv. Date	Invoice Amt	PR Item #	Description
NBFSPQ INC (NBFSPQ)					
	6199	01/31/2024	1,096.	00 0001	REGISTRATION OF CERTIFICATIONS
TOTAL FOR CH	ECK AP 000164	02:	1,096.	00	
NTEGRATED CONSULTING LLC (NT	EGCONS)				
	144222	02/01/2024	458.	170001	CP-MONTHLY STARLINK SERVICE- A
TOTAL FOR CH	ECK AP 0001640	03:	458.	17	
<b>O'REILLY AUTO PARTS (OREIAUTO</b>	)				
	3702246820	02/01/2024	81.	43 0001	WC22-1 MARINE SEALANT
TOTAL FOR CH	ECK AP 000164	04:	81.		
PIERCE COUNTY FIRE PROT. DIST. (	CPFREFT)				
	020524	02/05/2024	202.	00	DAFFODILS FOR THE DAFFODIL PAR
	10095	01/01/2024	221.	90	2024 EMS CONNECT
	10273	02/01/2024	221.	90	2024 EMS CONNECT
	11319821	02/05/2024	22.	83	E18-2 SEAT CVR 83V2U003-2E-01
	3534	02/05/2024	536.		FM EXTENDOBED ATF CARRIER
	817942	01/29/2024	31.		FREIGHT / BAG
	PC.000.240125		8.		LT07-1 DOME LIGHT 8086-6978-68
TOTAL FOR CH	ECK AP 0001638	86:	1,244.	02	
<b>READY REBOUND INC (READREBO)</b>					
	3057	02/01/2024		25 0001	2024 TACTICAL ATHLETE CONTRACT
TOTAL FOR CH		06:	4,061.	25	
<b>RESCUE SOURCE GEAR (RESCSOUR</b>					
	133272	01/18/2024		25 0001	HM WE881816 STERLING BARC 2.0
TOTAL FOR CH	ECK AP 0001640	07:	502.	25	
SITECRAFTING INC (SITECRAFT)					
	43424	02/01/2024		<u>00</u> 0001	JAN 2024 WEBSITE HOSTING
TOTAL FOR CH		08:	348.	00	
STANDARD PARTS CORP (STANPAR'					
	216537	02/01/2024		500006	OVM15-1 IDLER PULLEY
	216544	02/01/2024		160005	M15-2PN 3013-4 SEAT SWITCH
TOTAL FOR CH	216550 ECK AB 000164	02/01/2024		<u>60</u> 0002	PAINT (2) PN DE1602
STRYKER MEDICAL (STRYMEDI)	ECK AI 0001040	09.	150.	20	
SIKIKEK MEDICAL (SIKIMEDI)	9205493991	01/30/2024	254	850001	6390001372 ARM COVER PL
TOTAL FOR CH			254.		0390001372 AKM COVERTE
SUPERION LLC (SUPERION)	ECK AI 000104	10.	204.	05	
SUI ERION ELC (SUI ERION)	401957	01/29/2024	3 735	000001	2018 IMPLEMENTATION/TRAINING
TOTAL FOR CH			3,735.		2018 IVII LEMENTATION/TRAINING
TACOMA SCREW PRODUCTS INC (T			5,755.	00	
	10026367400	01/29/2024	532	150001	CABLE TIES, WASHERS, BREAKE CL
	10026532500	02/05/2024		530001	ROLL PINS, SEAL, LUGS, WASHERS
TOTAL FOR CH			894.		KOLL I INS, SLAL, LOOS, WASHLAS
TARGETSAFETY.COM (TARGSAFE)			0,71	00	
	INV87720	01/01/2024	45,080.	62,0004	TSLEARN - ADMIN-VECTOR LMS,
TOTAL FOR CH			45,080.		
TERRA SERVICES INC (TERRSTAFF)			,		
	2326927	01/01/2024	3 477	600001	TEMP - SAFETY DIVISION - VALER
	2401804	01/26/2024		200001	TEMP - SAFETY DIV VALERIE
TOTAL FOR CH			6,085.		
TRS MECHANICAL INC (TRSMECHA			- ,		
	1014101	01/25/2024	666	060001	STATION 68 SERVICE CALL HEAT.
	1014329	02/06/2024		840001	STATION 40/41 HVAC REPAIR, INS
TOTAL FOR CH			4,361.	_	,
User: FOX07170 - FOX, MELISSA R		Page:	3		Current Date:02/08/2024
User: FOAU/1/0 - FOA, MELISSA K	D) Doord Done of	r age:	5		Current Time: 16:22:58

Start Date: 02/08/2024 End Date: 02/08/2024

Vendor	Invoice #	Inv. Date	Invoice Amt	DD Itom #	Description
		IIIv. Date	Invoice Aint	PK Itelli #	Description
UNIFIRST CORPORATION (UNIFIRS	<b>T</b> )				
	2220071119	02/07/2024	177	.670001	WEEKLY SHOP UNIFORMS/RUGS
TOTAL FOR CH	IECK AP 0001641	5:	177	.67	
UNITED SAFETY & SURVIVABILITY	(UNITSAFE)				
	11319821	02/05/2024	226	5.000002	E18-2 SEAT CVR 83V2U003-2E-01
TOTAL FOR CH	IECK AP 0001641	6:	226	5.00	
US BANK BUSINESS CARD (USBANK	BU)				
	PC.000.231225.	8 12/31/2023	242	2.07	LEADERSHIP STRAIGHT TALK R&V
	PC.000.240125.	D 02/08/2024	4,057	.98	01/16/2024 H&W MEETING
	PC.000.240125.	E 02/08/2024	584	.36	LONG DRILL BIT
	PC.203.240125.	6 02/08/2024	257	.70	Advertising for Network Admn
	PC.340.240125.	3 02/08/2024	88	3.35	1/11/2024 MCI TRAINING FOOD
	PC.650.240125.	7 02/08/2024	629	<u>0.84</u>	STRUTS, GAS SPINGS (8) COMPART
TOTAL FOR CH	IECK AP 0001641	7:	5,860	0.30	
VALLEY FREIGHTLINER INC (VALI	LFREI)				
	PC3016782150	02/01/2024	373	.350002	E18-8 SPRING BUSHINGS (6)
	PC3016799210	02/01/2024	76	5. <u>50</u> 0001	M15-1 AC FAN SWITCH
TOTAL FOR CH	IECK AP 0001639	5:	449	0.85	
ZANE GIBSON (GIBS09290)					
	20244890	01/31/2024	512	2.00	PER DIEM/CITIES & VOLCANOS
TOTAL FOR CE	IECK AP 0001642	3:	512	2.00	
	REPO	RT TOTAL:	183,739	0.84	

Central Pierce SQL THU, FEB 15, 2024,		02/15/24 [ eq: FOX07170leg: GL JL-		-		BK REGISTER -prog: BK200	<1.54>report	Page 2 id: CKREG
Document	Payee ID	Payee Name	Date	Amount	Type Stat	Rel To Note		
AP EFT 00016424	MARSDESI	MARSHALL DESIGN + MANAGE	MEN 02/15/24	15,662.16	MW CX			
		SUB TOTA	L S:					
		Total Void Machi	ne Written	0.00	Numbe	er of Checks	Processed:	0
		Total Void Ha	nd Written	0.00	Numbe	er of Checks	Processed:	0
		Total Machi	ne Written	0.00	Numbe	er of Checks	Processed:	0
		Total Ha	nd Written	0.00	Numbe	er of Checks	Processed:	0
		Total	Reversals	0.00	Numbe	er of Checks	Processed:	0
		Total	Cancelled	0.00	Numbe	er of Checks	Processed:	0
			Total EFTs	15,662.16	Numbe	er of EFTs Pr	rocessed:	1
		Т	otal EPAYs	0.00	Numbe	er of EPAYs P	Processed:	0
		SUB TOTA	L	15,662.16				

Vendor	Invoice #	Inv. Date	Invoice Amt	PR Item #	Description
MARSHALL DESIGN + MANAGEMEN	ΓL (MARSDES	[)			
	1297	02/02/2024	6,736.86	5	STN73 WO#6 ARCH DESIGN
	1298	02/02/2024	8,702.80	00001	STATION 66 INTERIOR RENOVATION
	1300	02/02/2024	222.50	)	AOC WO#4 WALL GRAPHICS
TOTAL FOR CHE	ECK AP 0001642	4:	15,662.16	6	
	REPO	RT TOTAL:	15,662.16	5	

Central	Pierce	SOL	New
CONCLUT	LTCTCC	рбт	1101

02/15/24 [BANK RECON REGISTER]

THU, FEB 15, 2024, 4:11 PM --req: FOX07170--leg: GL JL--loc: BI-TECH---job:632664 J660-----prog: BK200 <1.54>--report id: CKREG---

Document	Payee ID	Payee Name	Date				Note
AP EFT 00016425	AIREXCHA		02/15/24				 
AP EFT 00016426	AIRGAS	Airgas Nor Pac Inc	02/15/24	658.75	MW	CX	
AP EFT 00016427	AMAZON	AMAZON CAPITAL SERVICES	02/15/24	1,642.51	MW	CX	
AP EFT 00016428	CASCAUTO	CASCADE AUTO GLASS INC	02/15/24	44.04	MW	CX	
AP EFT 00016429	CASCAFIRE	CASCADE FIRE & SAFETY	02/15/24	1,124.19	MW	CX	
AP EFT 00016430	CATCENVI	CATCHALL ENVIRONMENTAL	02/15/24	482.90	MW	CX	
AP EFT 00016431	CPFREFT	Central Pierce Fire & Rescu	02/15/24	724.91	MW	CX	
AP EFT 00016432	CHRIINC	CHRISTENSEN INC	02/15/24	13,956.91	MW	CX	
AP EFT 00016433	CITYTREA	CITY OF TACOMA	02/15/24	3,517.62	MW	CX	
AP EFT 00016434	CUMMNW	CUMMINS INC.	02/15/24	7.14	MW	CX	
AP EFT 00016435	DELLMARK	Dell Marketing	02/15/24	9,358.07	MW	CX	
AP EFT 00016436	ERICQUIN	ERIC QUINN	02/15/24	700.00	MW	CX	
AP EFT 00016437	FASTINDU	Fastenal Industrial & Const	02/15/24	589.05	MW	CX	
AP EFT 00016438	VALLFREI	FREIGHTLINER NORTHWEST	02/15/24	3,261.80	MW	CX	
AP EFT 00016439	GRAIPART	Grainger Parts	02/15/24	91.71	MW	CX	
AP EFT 00016440	HUGHFIRE	HUGHES FIRE EQUIPMENT INC	02/15/24	323.13	MW	CX	
AP EFT 00016441	IMSALLI	JUSTICE FAMILY ENTERPRISES	02/15/24	46.85	MW	CX	
AP EFT 00016442	KORUAUTO	Korum Automotive Group Inc	02/15/24	6,120.58	MW	CX	
AP EFT 00016443	LNCURTIS	L.N. Curtis and Sons	02/15/24	4,326.58	MW	CX	
AP EFT 00016444	LIFEASSI	Life-Assist Inc	02/15/24	32,729.92	MW	CX	
AP EFT 00016445	LOWECOMP	Lowe's Companies	02/15/24	2,817.60	MW	СХ	
AP EFT 00016446	MALLCOMP	Mallory Safety and Supply L	02/15/24	4,794.97	MW	CX	
AP EFT 00016447	MCLOEARD	McLoughlin & Eardley Co	02/15/24	186.29	MW	CX	
AP EFT 00016448	MOUNMIST	Mountain Mist Water	02/15/24	234.86	MW	CX	
AP EFT 00016449	MSDSONLI	MSDSONLINE INC	02/15/24	2,322.50	MW	CX	
AP EFT 00016450	NCMACHIN	N C Machinery Inc	02/15/24	1,355.42	MW	CX	
AP EFT 00016451	NEXTSTEP	NEXT STEP APPAREL	02/15/24	87.93	MW	СХ	
AP EFT 00016452	SNETCOMM	S-NET COMMUNICATIONS INC	02/15/24	349.70	MW	CX	

Central Pierce SQ THU, FEB 15, 2024		02/15/24 [BAN -req: FOX07170leg: GL JLlo		GISTER] job:632664			REGISTER g: BK200	<1.54>report	Page 4 id: CKREG
Document	Payee ID	Payee Name		Amount					
AP EFT 00016453		SAFE SITTER INC	02/15/24	2,704.00					
AP EFT 00016454	SEAWESTE	Sea-Western Inc	02/15/24	93,980.52	MW	CX			
AP EFT 00016455	SECUPACI	SECURE PACIFIC CORPORATION	02/15/24	310.76	MW	CX			
AP EFT 00016456	SMARSH	SMARSH INC	02/15/24	680.70	MW	CX			
AP EFT 00016457	STANPART	Standard Parts Corp	02/15/24	2,612.61	MW	CX			
AP EFT 00016458	STAPINC	STAPLES INC.	02/15/24	666.56	MW	CX			
AP EFT 00016459	USBANKBU	US Bank Business Card	02/15/24	116.16	MW	CX			
AP EFT 00016460	HARRJANI	HARRINGTON JANITORIAL	02/15/24	1,225.00	MW	CX			
		SUB TOTALS	3:						
		Total Void Machine	Written	0.00		Number of	E Checks	Processed:	0
		Total Void Hand	Written	0.00		Number of	E Checks	Processed:	0
		Total Machine	Written	0.00		Number of	E Checks	Processed:	0
		Total Hand	Written	0.00		Number of	E Checks	Processed:	0
		Total Re	eversals	0.00		Number of	E Checks	Processed:	0
		Total Ca	ancelled	0.00		Number of	E Checks	Processed:	0
		Tot	al EFTs	198,895.79		Number of	E EFTs Pi	rocessed:	36
		Tota	al EPAYs	0.00		Number of	E EPAYs H	Processed:	0
		SUB TOTAL		198,895.79					

Start Date: 02/15/2024 End Date: 02/15/2024

Vendor	Invoice #	Inv. Date	Invoice Amt PR Item #	Description	
AIR EXCHANGE (AIREXCHA)	mvoice #	IIIV. Date		Description	
AIR EACHANGE (AIREACHA)	91611066	12/13/2023	4,743.550001	STATION 43 PLYMOVENT MOTOR REP	
TOTAL FOR CHE			4,743.55	STATION 45 TE IMO VENT MOTOR REL	
AIRGAS NOR PAC INC (AIRGAS)		•	1,7 10.00		
	9145574597	02/01/2024	67.58	MEDICAL O2/ST66 JAN 2024	
	9145752254	02/01/2024	46.94	MEDICAL 02/ST63 JAN 2024	
	9145752335	02/01/2024	46.94	MEDICAL 02/ST61 JAN 2024	
	9145886976	02/01/2024	66.88	MEDICAL O2/ST60 JAN 2024.	
	9146004434	02/01/2024	87.89	MEDICAL O2/ST72 JAN 2024	
	9146179009	02/01/2024	67.25	MEDICAL O2/ST61 JAN 2024	
	9146179010	02/01/2024	67.25	MEDICAL O2/ST63 JAN 2024	
	9146179011	02/01/2024	67.25	MEDICAL O2/ST65 JAN 2024	
	9146228694	02/01/2024	53.430004	40 BRACKET DUAL CYLINDERS WALL	
	9146418126	02/01/2024	87.34	MEDICAL O2/ST65 JAN 2024	
TOTAL FOR CHE		:	658.75		
AMAZON CAPITAL SERVICES (AMAZ	,				
	11QHCCMKKX		81.190001	65 Cook N Home Nonstick Stockp	
	13JY7TJN99F6		481.800001	KONI SHOCKS, STOCK	
	14RJGQ3YHLG		108.770001	IT D-Line Half Round Cord Hide	
	1D1P9QVV14K		21.680001	68 WENDT - PHILIPS 148676 - PL	
	1LXQ4YF1LDD 1RK6WTPD1P7		494.760002 30.480003	PCFTC Vispronet 31in x 79in AOC HOGAN Marbrasse Pen Holder	
	1TR3LL1FP343		373.230007	43 FOOTMATTERS Hardwood Boot &	
	1W93RFF4MC1		50.600004	E63 Dog Pool for Medium Dogs,	
TOTAL FOR CHE			1,642.51		
CASCADE AUTO GLASS INC (CASCAU					
	3551911	02/06/2024	44.040001	M19-1 ROCK CHIP REPAIR WO27326	
TOTAL FOR CHE	CK AP 00016428	:	44.04		
CASCADE FIRE & SAFETY (CASCAFII	RE)				
	1664188	02/07/2024	279.690001	E18-4 LIGHT BAR TANK LEVEL 655	
	1664189	02/07/2024	844.500003	TURN SIGNAL COMBI SWITCH STOCK	
TOTAL FOR CHE	CK AP 00016429	:	1,124.19		
CATCHALL ENVIRONMENTAL (CATC	CENVI)				
	189333	02/01/2024	482.90 0003	STN68 JAN STORMWATER MAINT	
TOTAL FOR CHE	CCK AP 00016430	:	482.90		
CHRISTENSEN INC (CHRIINC)					
	0533119IN	02/06/2024	2,697.30	#1003291-ST 60-FUEL-FEB06	
	0533130IN	02/08/2024	2,086.92	#1003291 67 FUEL	
	0533772IN	02/08/2024	1,999.98	#1003291 61 FUEL	
	0534174IN	02/06/2024	1,645.37	#1003291-ST 60-FUEL-FEB06	
	0534292IN	02/07/2024	4,039.76	Fuel	
TOTAL FOR CHE	0535081IN	02/07/2024	1,487.58	#1003291-72 FUEL-FEB07	
CITY TREASURER (CITYTREA)	ALIN AF UUU10432	•	13,956.91		
	60PC-240125	01/25/2024	3,178.54	#101016331 STN60 JAN ELECTRIC	
	63A-240131	01/31/2024	223.74	#101079231 STN63 JAN WTR CHGS	
	63L-240130	01/30/2024	20.39	#100227813 JAN 63 TRAFFIC LIGH	
	63W-240131	01/31/2024	94.95	#101079232 STN63 JAN WTR CHGS	
<b>TOTAL FOR CHECK AP 00016433:</b> 3,517.62					
CUMMINS NORTHWEST LLC (CUMM					
	019989	02/02/2024	7.140001	E18-6 HEX FLANGE 3903112 (1)	
TOTAL FOR CHE	лск ар 00016434	:	7.14		
DELL MARKETING (DELLMARK)	10700410070	00/01/2023	0.005.01.0001		
	10728412869	02/01/2024	3,935.010001	CP- DESKTOP WORKSTATIONS- IT S	
User: FOX07170 - FOX, MELISSA R		Page:	1	Current Date:02/16/2024	

Current Date:02/16/20 Current Time:08:17:23 30

Start Date: 02/15/2024 End Date: 02/15/2024

Vendor	Invoice #	Inv. Date	Invoice Amt PR	Item #	Description
	10728791631	02/03/2024	1,311.67000	1	CP- REPLACE ST63 FF WORKSTATIO
	10729586928	02/07/2024	4,111.39		Resale Items incl/ Other Dist
TOTAL FOR CH	ECK AP 0001643	35:	9,358.07		
ERIC QUINN (ERICQUIN)					
	1549	01/01/2024	500.00000	1	2023 LEGAL SERVICES CONTRACT
	1584	02/02/2024	200.00000	1	STMT #1202 2024 LEGAL SERVICES
TOTAL FOR CH	ECK AP 0001643	86:	700.00		
FASTENAL INDUSTRIAL & CONSTRU	JS (FASTINDU)				
	WATAC129713	5 10/17/2023	589.05000	2	RECIP BLADE, DIABLO CARBIDE 6"
TOTAL FOR CH	ECK AP 0001643	37:	589.05		
<b>GRAINGER PARTS (GRAIPART)</b>					
	9972035290	01/23/2024	91.71000	1	PCFTC OEM Blower: 3 3/4 in Whe
TOTAL FOR CH	ECK AP 0001643	<b>39:</b>	91.71		
HARRINGTON JANITORIAL (HARRJ	ANI)				
	020124A	02/01/2024	475.00000	1	PCFTC FEB'24 WEEKLY CLEANING.
	020124B	02/01/2024	350.00000		SP FEB'24 WEEKLY CLEANING.
	020124C	02/01/2024	400.00000		STN66 FEB'24 WEEKLY CLEANING.
TOTAL FOR CH			1,225.00		
HUGHES FIRE EQUIPMENT INC (HU	GHFIRE)		,		
	602456	02/02/2024	323.13000	1	OVE20-1 TANK LEVEL INDICATOR
TOTAL FOR CH			323.13		
IMS ALLIANCE (IMSALLI)					
	240189	01/12/2024	17.45000	1	6-WHITE PP TAGS
	240476	02/05/2024	29.40000		ITEM #IMS600001C WHITE FLEX PP
TOTAL FOR CH			46.85		
KORUM AUTOMOTIVE GROUP INC (					
	5274749	01/31/2024	5,568.70000	1	OVM15-1, EXHAUST AFTERTREATME
	5274958	02/06/2024	127.76000		OVM15-1 GASKET, SENSOR, EXH
	5274962	02/06/2024	14.42000		OVM15-1 GASKET, INLET
	5275008	02/08/2024	116.11000		OVM15-1 EXH SENSOR,
	5275063	02/09/2024	293.59000		OVM15-1 WO27293 STEERING WHEEL
TOTAL FOR CH	ECK AP 0001644	2:	6,120.58		
L.N. CURTIS AND SONS (LNCURTIS)					
· · · · · · · · · · · · · · · · · · ·	INV781420	01/10/2024	433.64000	7	172085430S EDRAULIC PCB REPLAC
	INV788410	01/31/2024	53.77000		RT18-14 SOS DIRECTIONAL DECAL
	INV789403	02/05/2024	360.49000		ZAH5101C AXE BLADE HOLDER/FB12
	INV789878	02/06/2024	2,579.98000		QRD2 ZICO (6) QUICK RELEASE CY
	INV790439	02/07/2024	481.47000		ECLNIMHB (2) TIC BATTERY
	INV791260	02/09/2024	417.23		TRANSPORTATION / SHIRTS
TOTAL FOR CH	ECK AP 0001644	13:	4,326.58		
LIFE-ASSIST INC (LIFEASSI)					
	1381339	11/16/2023	7,954.07000	1	PCFTC TRAINING EMS PACKAGE
	1395334	01/09/2024	14,632.39007		MED VAC SPLINT
	1395353	01/09/2024	9,247.99000		EMS Nitroglycerin Lingual Spra
	1395360	01/09/2024	618.24000	9	ROCURONIUM BROMIDE 100MG/10ML
	1396722	01/13/2024	180.20000	8	OBSTETRICAL (OB) KIT (EACH)
	1397997	01/17/2024	97.03000	8	OBSTETRICAL (OB) KIT (EACH)
TOTAL FOR CH	ECK AP 0001644	4:	32,729.92		
LOWE'S COMPANIES (LOWECOMP)					
	01857	02/14/2024	23.00000	2	40 PROPANE TANK REPLACEMENT
	71799	02/01/2024	2,197.98		DW 20V MAX XR 5AH LI-ION BATT
	85693	01/01/2024	0.01		ROUNDING DIFFERENCE P012022
	88159	02/09/2024	32.41000	1	ST 60 - ELECTRICAL TESTER
	960975	01/01/2024	282.68001	4	0503059 HEAT GUN

Page:

Start Date: 02/15/2024 End Date: 02/15/2024

Vendor	Invoice #	Inv. Date	Invoice Amt PR	Litem #	Description
	972157	01/01/2024	250.15000	01	PALLET WATER TC
	990011	01/01/2024	31.37000		72 5/8x50 hose
TOTAL FOR CH			2,817.60		
MALLORY COMPANY (MALLCOMP)					
	5811595	02/10/2024	1,703.80000	01	DFM MSAIN-815366 CARTRIDGE
	5815848	02/05/2024	2,602.77 000		SCBA right shoulder straps p/n
	5816628	02/02/2024	488.40000		SCBA Valve core assemblies : p
TOTAL FOR CH	ECK AP 0001644		4,794.97		F
MCLOUGHLIN & EARDLEY CO (MCL	OEARD)		,		
	0273422	02/05/2024	186.29000	01	M6R LED M6 FLASHER
TOTAL FOR CH	ECK AP 0001644'		186.29		
MOUNTAIN MIST WATER (MOUNMIS	<b>5T</b> )				
× ×	005844182	02/13/2024	234.86000	01	WATER, 5 GALLON BOTTLE (EACH)
TOTAL FOR CH			234.86		
MSDSONLINE INC (MSDSONLI)					
	295471	10/20/2023	2,322.50000	01	msds online/velosity EHS
TOTAL FOR CHI			2,322.50	01	insus oninio, volosity Erro
N C MACHINERY INC (NCMACHIN)		•	-,010 0		
- · · · · · · · · · · · · · · · · · · ·	FICS2496579	02/05/2024	1,355.42000	01	NC2050 OIL SMPLE KIT (50)
TOTAL FOR CHI			1,355.42	01	NC2050 OIL SMI LE KIT (50)
NEXT STEP APPAREL (NEXTSTEP)			1,000112		
	240015	01/12/2024	49.95000	01	3 navy polo shirts embroidery
	240013	01/19/2024	37.98000		3-BLUE/WHITE VELCRO TAGS
TOTAL FOR CH			87.93	01	
PIERCE COUNTY FIRE PROT. DIST. (					
	0062405IN	02/01/2024	64.55		OVM15-1 STRUT DRIVER SIDE REAR
	10729586928	02/07/2024	377.16		GFR- DELL THUNDERBOLT DOCK- GR
	500800783	02/07/2024	10.10		ITEM #1773 SPLIT LOOM
	69627	01/04/2024	273.10		PE FRT
TOTAL FOR CH	ECK AP 0001643	1:	724.91		
S-NET COMMUNICATIONS INC (SNET	ГСОММ)				
	204679	01/28/2024	349.70		#100264345 FEB OVFR SVC CHG.
TOTAL FOR CHE	ECK AP 00016452		349.70		
SAFE SITTER INC (SAFESITT)					
	69627	01/04/2024	2,704.00000	06	PE FRT
TOTAL FOR CHE	ECK AP 0001645.	3:	2,704.00		
SEA-WESTERN INC (SEAWESTE)					
	INV29450	02/06/2024	93,980.52		SHIPPING / PPE
TOTAL FOR CH	ECK AP 00016454	4:	93,980.52		
SECURE PACIFIC CORP (SECUPACI)					
	397187	02/01/2024	115.77000	04	STN68 QTR1 ALARM MONITORING
	397189	02/01/2024	194.99000	03	STN72 2024 ALARM MONITORING
TOTAL FOR CH	ECK AP 0001645	5:	310.76		
SMARCH INC (SMARSH)					
	150600	01/31/2024	680.70		#SA36767-CP-2024 JAN CLOUD SUP
TOTAL FOR CH			680.70		
STANDARD PARTS CORP (STANPART)					
×	216723	02/02/2024	101.57000	03	ADHESION PROMOTER (25)
	216939	02/05/2024	(237.80)000		BATTERY CORES
	217053	02/05/2024	421.35000		FM17-1 AC CONDENSER
	217054	02/05/2024	21.03 000		FM17-1 AC FILTER DRYER
	217320	02/07/2024	195.33000		FM17-1 BATTERY PN 8494RAAA (W
	217352	02/07/2024	(195.33)000		FM17-1 BATTERY WARRANTY CREDIT

Vendor	Invoice #	Inv. Date	Invoice Amt PR Item #	Description
	217367	02/07/2024	48.400001	PN 703-1427 15# RAD CAPS (1 DI
	217370	02/07/2024	38.900002	LT07-1 BATTERY
	217431	02/08/2024	482.160003	STOCK (TYLER) CASE SVGQT
	217564	02/09/2024	172.130002	622 AC104017 (3) TRANSFLUID, F
	217565	02/09/2024	278.640006	75W90 SYN GEAR LUBE (12)
	217566	02/09/2024	401.330004	622 LAMP, AC KIT, COMPR,
	217569	02/09/2024	143.020003	STN65 DEF STOCK
	217570	02/09/2024	286.040001	STN60 DEF STOCK 20 CASES
	217811	02/10/2024	(21.03)0003	FM17-1 FILTER RETURN
	217918	02/12/2024	79.440002	RV17-1 FUSE BLOCK TOGGLE SWITC
	217970	02/12/2024	112.170004	MAC CHAIN AND CABLE LUBE (PN13
	228545	02/09/2024	142.240002	STN40 OVE20-1 DEF STOCK (10).
	460962	02/12/2024	143.02 0001	STN73 DEF STOCK (10 CASES).
ΤΟΤΑ	L FOR CHECK AP 00016457	':	2,612.61	
STAPLES, INC. (STAPINC)				
	3557082180	01/13/2024	607.790004	PCFTC Staples 1" 3-Ring View
	3557783655	01/25/2024	58.770002	PCFTC Fellowes Thermal Laminat
ΤΟΤΑ	L FOR CHECK AP 00016458	8:	666.56	
US BANK BUSINESS CARD	(USBANKBU)			
	PC.000.240125.F	5 02/15/2024	116.16	STN 66 HEATER RELAY
ΤΟΤΑ	L FOR CHECK AP 00016459	):	116.16	
VALLEY FREIGHTLINER I	NC (VALLFREI)			
	PC30168078601	02/05/2024	387.880001	L12-1 WATER PUMP, THERMOSTAT,
	PC30168090901	02/05/2024	275.530001	PN A06-95605-000 HEADLIGHT
	PC30168158801	02/09/2024	166.280001	STOCK CLAMP, GASKETS, FILTERS,
	PC30168166301	02/08/2024	692.970003	ROTORS, DISK, PAD KIT, STOCK
	PC30168169301	02/12/2024	782.880002	CC2829 BLUE COOLANT 55 GALLONS
	PC30168237101	02/12/2024	956.260002	M17-1 SOS LED HEADLIGHT ASSY
ΤΟΤΑ	L FOR CHECK AP 00016438	3:	3,261.80	
	REPOR	RT TOTAL:	198,895.79	
			-	



Agenda Date	February 26, 2024
Item Title:	Revised BOD 3.45 – Common Benefits for Executive Leadership
Attachments:	Revised BOD 3.45 – Common Benefits for Executive Leadership
Submitted by:	Suzi Washo

## **RECOMMENDED ACTION BY THE BOARD:**

- First reading
- C Second reading
- C Motion to approve
- C For information only
- Other:

## SUMMARY:

This policy is presented for first reading and comment.

Please see the attached revised policy.

The summary of changes are as follows:

- Revising the policy to incorporate all Executive Leadership (uniformed and nonuniformed)
- Tiered vehicle allowance consideration
- Professional Liability Insurance consideration
- Home office stipend consideration- Remote Worker SOG alignment

Chief Morrow and I will be at the meeting on February 26<sup>th</sup> to review the proposed changes and answer any questions you may have.

Thank you.

#### FINANCIAL IMPACT:

## CENTRAL PIERCE FIRE & RESCUE BOARD POLICY NUMBER 3.45

ORIGINATED: January 1, 2022 <u>REVISED: February 13, 2024</u> APPROVED: <u>March 11, 2024</u> EFFECTIVE: January 1, 2024

### SUBJECT: COMMON BENEFITS FOR FLSA EXEMPT, NON-RESPRESENTED, UNIFORMED EMPLOYEESEXECUTIVE LEADERSHIP

PURPOSE: This policy is intended to be a source of information and a general statement of the Employer's personnel policies and procedures applicable to Exempt-Executive Employees. It summarizes some of the standard benefits that Exempt-Executive Employees may receive and some of the duties and responsibilities expected by CPFR.

> If there is a special provision applicable to a particular benefit or program, it will be noted in the individual Personal Services Contract (employment agreement).

#### **AUTHORITY & RESPONSIBILITY:**

The Fire Chief and Human Resources Director have the authority and responsibility to ensure the components of this SOG are carried out as outlined.

#### I. DEFINITIONS

- A. Accrual: Accumulation of leave over time.
- B. **HRA**: Health Reimbursement Arrangement is an IRS-approved, employerfunded, tax advantaged health benefit used to reimburse employees for out-ofpocket medical expenses.
- C. **VEBA**: A Voluntary Employees' Beneficiary Association (VEBA) is a tax-exempt, irrevocable Trust under Section 501 (c)(9) of the Internal Revenue Code. This type of trust is used as a vehicle for employers to fund Health Reimbursement Accounts (HRA).
- D. **Grievance**: An official statement of a complaint over something believed to be wrong or unfair.
- E. **PERC**: The Public Employee Relations Commission (PERC) is the state agency with jurisdiction over public sector labor relations and collective bargaining, which assists parties in resolving labor-management disputes.

#### POLICY:

- I. This FLSA Exempt, Non-Represented EmployeesExecutive Leadership Policy ("Policy") covers the following CPFR positions: Fire Chief, and Deputy Fire-Chiefs, Directors (Finance, HR, IT, Support Services) and Deputy Directors and Controller. CPFR may in the future add additional positions that are subject to this Policy. Officers and eEmployees covered by this Policy are collectively referenced as "Exempt-Executive Employees."
- II. Exempt-Executive Employees are subject to individual employment agreements with CPFR. In the event of a conflict, the terms of an individual's employment agreement prevails over this Policy. The Fire Chief has the authority to determine the level of benefits provided to each covered employee and any exceptions to this Policy shall be addressed in the individual employment agreement.
- III. Benefits or programs in an individual's employment agreement that will remain separate from this Policy and may be included in such an agreement are:
  - A.--Agreement
  - B. Purpose and Intent
  - A. Duties and Responsibilities
  - B. At-Will Employment
  - C. Compensation & Benefits
  - D.<u>C.</u>Term
  - E.D. Termination Resignation
  - F. Salary Including CPI
  - E. Miscellaneous-At-Will Employment
  - F. Performance Standards and Evaluation
  - G. Expenses
  - H. Integration/Entire Agreement
  - I. Arbitration
    - <del>G.</del>

The above list is not exclusive and each agreement remains subject to the mutual agreement of both CPFR and an Exempt-Executive Employee.

#### PROCEDURE:

- I. HOURS OF WORK
  - A. Exempt Executive Employees, by the nature of their work, and/or responsibilities, are exempt from state and federal wage and salary (e.g. overtime) rules.

- B. Employees are generally assigned to work a standard business week, but may work a flexible schedule. It is recognized that <a href="#">Executive</a> Employees are required to spend additional time over and above their regular work week engaged in activities for CPFR.
- II. SALARY
  - A. The salaries for Exempt-Executive Employees covered under this policy are set annually by the Board of Fire Commissioners. This salary step schedule will be identified in individual employment agreements as Exhibit "A".
  - B. Every three years, a market wage study may be conducted and salaries may be adjusted to market results, subject to Board approval during the budget process. For Uniformed Exempt Employees, a market wage survey may include smaller cities, regional fire authorities and fire districts with similar positions, responsibilities and workloads.

#### III. VACATION ACCRUAL AND USAGE

A. The following vacation accrual schedule will be used to calculate vacation hours earned. Vacation will be awarded on a monthly basis and vacation bank carryover will be capped at the value of two (2) years of vacation accrual plus two (2) years of <u>exempt-Executive</u> leave outlined in 3.3.3.

Years of Service	Annual Accrual	Months Covered	Monthly Accrual	Carry-Over Limit
1 year of service	80 hours	1-12 months	6.67 hours	260 hours
2 – 5 years	120 hours	13-60 months	10.00 hours	340 hours
6 – 10 years	160 hours	61-120 months	13.34 hours	420 hours
11 – 14 years	180 hours	121-168 months	15.00 hours	460 hours
15 – 19 years	200 hours	169-228 months	16.67 hours	500 hours
20 – 24 years	265 hours	229-288 months	22.09 hours	630 hours
25+ years	280 hours	289+ months	23.34 hours	660 hours

- B. The Fire Chief may place a newly hired **Exempt** Executive Employee anywhere on the vacation schedule as determined by their experience and qualifications.
- C. In recognition of the extended hours of work that is required of Exempt Executive Employees, an additional fifty (50) hours of leave will be credited to an employee's vacation accrual each January 1.
- IV. SICK LEAVE ACCRUAL AND USAGE

- A. Exempt Executive Employees shall accrue sick leave hours at the rate of seventeen (17) hours for each full month of service. Maximum sick leave accrual bank is 1,560 hours.
- B. CPFR buys back sick leave hours in excess of the employee's maximum accrual at the rate of 25% of the employee's base pay. Sick leave buy back will be paid in November of each year, and will be treated as regular income (e.g. subject to income taxes). Upon retirement, sick leave banks will be bought out at 25% of base salary for all accrued sick leave hours.
- C. CPFR complies with the Family Medical Leave Act (FMLA), Washington's Paid Family and Medical Leave, Washington Family Care Act, and other federal and state laws covering absences. Please refer to Policy 2.11 and 2.14 for specific information.

#### V. HOLIDAYS

- A. Exempt Executive Employees shall be awarded 120 holiday hours on an annual basis, to include holidays used as listed below, plus any floating holiday hours. Employees may elect to receive a cash payment of base pay at the straight time rate for up to 120 hours each year, in lieu of holidays worked. This will be paid in November of each year.
- B. The business offices of CPFR will be closed to the public on the following Washington State legal holidays:

New Year's Day	January 1 <sup>st</sup>
Martin Luther King Jr's Birthday	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 <sup>th</sup>
Independence Day	July 4 <sup>th</sup>
Labor Day	1 <sup>st</sup> Monday in September
Veteran's Day	November 11 <sup>th</sup>
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day Following Thanksgiving Day	Friday following Thanksgiving
Christmas Day	December 25 <sup>th</sup>

- C. If the Washington State legal holiday falls on a Saturday, employees will normally be granted Friday off for the holiday. If the Washington State legal holiday falls on a Sunday, employees will normally be granted Monday off for the holiday.
- D. It is understood that employees may choose to work on any holiday, with Chief approval.

#### VI. BEREAVEMENT LEAVE

- A. In the event of a death in the immediate family of an employee, the employee shall be granted up to 40 hours off with pay.
- B. Immediate family shall be defined as the spouse and children of the employee, parents or step parents, brother, sister, grandchildren, grandparents of the employee, and those of the employee's current spouse. Also covered is the loss of a child in the event the employee would have qualified for prenatal or postnatal medical leave or family leave to bond with the child, for the seven days following the loss of a child.
- C. Additional leave for covered relationships, or non-covered relationships, may be allowed with the use of accrued vacation or holiday leave.

#### VII. LONGEVITY

A. CPFR pays additional compensation based on longevity, on a monthly basis according to the following schedule:

5–9 years	(61 – 120 months) of employment	= 2% of current salary
10–14 years	(121 – 180 months) of employment	= 4% of current salary
15–19 years	(181 – 240 months) of employment	= 6% of current salary
20–24 years	(241 – 300 months) of employment	= 8% of current salary
25–29 years	(301 – 360 months) of employment	= 11% of current salary
30+ years	(361+ months) of employment	= 13% of current salary

#### VIII. MEDICAL, DENTAL, VISION AND LIFE INSURANCE COVERAGE

- A. Fire ChiefAll positions except Deputy Chiefs Full medical, vision and EAP insurance coverage shall be paid through the Northwest Firefighters Trust (NWFFT)IAFF Health & Wellness Trust for 20232024. Dental and basic life coverage will be paid through the Washington Counties Insurance Fund (WCIF) for 20232024. Nothing in this policy precludes CPFR from changing policies of insurance to equitable coverage.
  - The amount the District will pay for benefits will be increased in 2024 and 2025 by the actual premium increase of the healthcare plan and dental plan with a cap of 10% per plan. Any amount over 10% shall be covered by the employee. If this plan should be rated individually by the NWFFT, this percentage shall be re-negotiated at that time.
  - 2.1. The Fire Chief<u>An employee</u> may choose to waive medical coverage through CPFR if they have qualifying medical coverage through a spouse

or domestic partner elsewhere. In this instance, CPFR distributes an additional amount of \$24,000 annually, paid out 1/12 monthly, as an additional benefit.

- B. Deputy Fire Chief(s) The same benefits provided to Uniformed 726 members shall be offered to the Deputy Chiefs.
  - The District will submit the contributions for these benefits pursuant to the "Deputy Chief Health and Welfare Benefits – Move to IAFF Local 726 Health and Welfare Trust" MOU.
  - 2. Increases for the <u>2023-2024</u> plan year will follow the Agreement outlined in Section 2(A) of the "Healthcare Contract."

#### IX. HEALTH REIMBURSEMENT ACCOUNT

- A. <u>All positions except Deputy Fire</u>-Chiefs –CPFR contributes annually to a HRA/VEBA account in the amount of \$4,000 to help offset out of pocket costs to the employee due to enrollment in a high deductible medical/vision coverage plan. Funds will be frontloaded into the HRA on or before January 5 of each year. At year end, any unused funds will remain in the HRA/VEBA for the benefit of the employee.
- B. Deputy Fire Chief(s) CPFR contributes annually to a HRA/VEBA account in the amount set in the "Healthcare Contract"
- C. Employees covered under this policy will vote annually on how to distribute leave bank buy-outs at the time of retirement or termination of employment with CPFR. The vote of the group will be reported to the HRA/VEBA provider utilizing Attachment 345.A in the last quarter of the preceding year.

#### X. RETIREMENT

A. Employees covered under this policy are enrolled in State of Washington Department of Retirement System Plans as appropriate, with employer/employee contributions.

#### XI. DEFERRED COMPENSATION

A. The District shall contribute to the deferred compensation plan of the employee's choice. The amount and any matching requirements will be set forth in Appendix "A".

# XII. VEHICLE ALLOWANCE

- A. Executive employees who are required to use their personal vehicles for District business are eligible for a vehicle allowance.
- B. The vehicle allowance amount will be determined based on the employee's job responsibilities and the frequency of business-related travel. The allowance will be a fixed amount and will be subject to periodic review and adjustment by the Fire Chief.
- C. Employees eligible for a vehicle allowance are not entitled to mileage reimbursement for business-related travel.
- D. Employees receiving a vehicle allowance must comply with the following usage requirements:
  - 1. The vehicle must be maintained in good working condition.
  - 2. The employee must possess a valid driver's license and adhere to all traffic laws.
  - 3. The vehicle should be properly insured.
  - The employee is responsible for all costs associated with maintaining and operating the vehicle, including but not limited to fuel, repairs, and maintenance.

#### XIII. MISCELLANEOUS BENEFITS

- <u>A. Professional Liability Insurance The District recognizes the importance of</u> <u>mitigating risks associated with professional liability for its executive employees.</u>
  - 1. The professional liability insurance must cover the executive employee for liabilities arising from their professional duties and responsibilities.
  - 2. Eligible insurance policies may include, but are not limited to, Directors and Officers (D&O) insurance, Errors and Omissions (E&O) insurance, and Employment Practices Liability (EPL) insurance.
  - 3. The insurance policy must be in the name of the executive employee, and the coverage must align with the scope of their responsibilities within the District.
- B. Home Office Stipend
  - 1. All executive employees are expected to maintain a dedicated home office space that meets the following criteria:
    - a. Adequate space to perform work-related tasks
    - b. A comfortable and ergonomic chair and desk
    - c. Reliable high-speed internet access

- d. Necessary technology equipment (to be furnished by the <u>District</u>)
- 2. To support executive employees in maintaining a home office, the District will provide a monthly stipend of \$75.00 to cover expenses related to remote work. This stipend is intended to assist with costs such as internet fees, utilities and office supplies.

## L. CLOTHING ALLOWANCE

 <u>Uniformed Personnel –</u> CPFR will provide one (1) Class A Fire District Uniform for use at special CPFR occasions. CPFR's Quartermaster System will be available for other uniforms as needed.

B.2.Non-Uniformed Personnel - Upon hire, CPFR will provide five (5) articlesfrom the company "store" and an additional two (2) items per year.

#### H.XIV. WELLNESS PROGRAM

A. Employees will be provided 30 minutes each work day for exercise fitness.

#### HI.XV. PROFESSIONAL DEVELOPMENT

A. If approved, Employees may attend schools, seminars, conferences, workshops, and CPFR shall pay reasonable expenses incurred in accordance with the general policy of CPFR regarding reimbursement of expenses.

#### IV-XVI. PROFESSIONAL AND CIVIC CLUB MEMBERSHIPS

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

#### ₩.XVII. GRIEVANCE PROCEDURES

A. The purpose of this procedure is to provide an orderly method of resolving all disputes involving interpretation of this Policy or the employment agreement between CPFR and an Exempt-Executive Employee. This procedure shall not be used to change, add to, or delete provisions of an employment agreement, or in any other way modify this Policy. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure, and

there shall be no suspension of work or interference with the operation of CPFR as a result of the filing of a grievance.

- B. An Employee's failure to use the procedure in a timely manner shall constitute a full and complete waiver of the grievance. CPFR's failure to comply with time limits shall not constitute a waiver of defenses or acceptance of the Employee's grievance, but permits the employee to advance the grievance to the next step of the grievance process. Any time limits in this grievance procedure may, however, be extended for stated periods of time by the appropriate parties by mutual agreement in writing; and the parties may, by mutual agreement, waive any step or steps in an effort to expedite the matter.
- C. STEP ONE. The aggrieved Employee shall meet with <u>his/hertheir</u> Supervisor within fourteen (14) calendar days of the knowledge of the alleged grievance, to attempt to resolve the difference at that level.
- D. STEP TWO. In the event the grievance is not resolved at Step One the aggrieved party shall reduce the grievance to written form which shall include the following: (1) statement of the grievance and relevant facts; (2) specific provisions of the agreement violated, if any; (3) remedy sought. The grievance, in written form shall be filed with the Fire Chief, or the Fire Chief's designee within seven (7) calendar days after the Step One meeting with his/her supervisor. The Fire Chief, or the designee, shall conduct an investigation and shall notify the aggrieved Employee in writing of the decision and the reasons therefore, within seven (7) calendar days after receipt of the written grievance.
- E. STEP THREE. If the aggrieved Employee is dissatisfied with the Step Two decision, the aggrieved Employee may appeal to the Board of Commissioners. The request for review shall be filed in writing, with the CPFR District Secretary or in the absence of the CPFR District Secretary, with any member of the Board of Commissioners within seven (7) calendar days after completion of Step Two. The Board of Commissioners shall conduct an informal hearing within twenty-one (21) calendar days of said request for review. Within twenty-one (21) calendar days following the hearing, the decision of the Board of Commissioners shall be transmitted, in writing, to the aggrieved Employee.
- F. STEP FOUR. In the event the grievance is not satisfactorily settled at Step Three, the aggrieved Employee may within seven (7) calendar days request that the matter be submitted to an arbitrator to be appointed by mutual agreement of the parties through PERC, or if PERC does not appoint an arbitrator, then the presiding Judge of Pierce County Superior Court shall be requested to appoint an arbitrator from a list of 3\_arbitrators submitted by each of the parties to the grievance.

- G. The arbitrator shall have no power to render a decision that will add to, subtract from, or alter, change or modify the terms of an employment agreement, and the arbitrator's power shall be limited to interpretation and application of the express terms of such an Agreement and this policy.
- H. Each party shall initially bear the cost of presenting his/her own their case.
- The arbitrator's decision shall be final and binding, and made in writing and shall be issued to the parties within thirty (30) calendar days after the arbitration hearing.
- J. If the arbitrator orders additional compensation or back-pay and benefits for the aggrieved employee, such compensation and benefits shall not extend further back than sixty (60) days before the initial filing of the grievance.

#### ₩.XVIII. INDEMNIFICATION

- A. CPFR shall in all cases provide competent legal counsel of its choosing, to defend <u>Exempt Executive</u> Employees when the Employee is a party, or is threatened to be made a party of any threatened, pending or contemplated action, suit or proceeding arising within the scope and course of Employee's CPFR employment, whether civil, administrative or investigative, by reason of the fact of CPFR employment; and shall indemnify and hold harmless <u>Exempt Executive</u> Employees against all expenses, fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by an <u>Exempt Executive</u> Employee in connection with such action, suit or proceeding, except as otherwise provided in this Section.
- B. Nothing in this Section shall be construed to require CPFR to provide legal counsel or such indemnification for an **Exempt-Executive** Employee for the following situations:
  - In civil matters, where Employee is the plaintiff or moving party; or where it shall be finally adjudicated in any action, suit or proceeding that the Employee shall not have acted in good faith and in the reasonable belief that the Employee's action was in the best interest of CPFR.
  - 2. In criminal matters, where Employee is the defendant or complaining party.
- C. Nothing in this Section 3.16 shall be construed to prohibit Employee from seeking additional legal counsel other than that provided by CPFR. However,

nothing in this Section 3.16 shall be construed to require CPFR to pay any fees or other expenses incurred as a result of employment of such additional counsel.

D. The rights provided for in this Section 3.16 shall not be deemed exclusive of any other rights to which Employee may be entitled under any statute, ordinance, agreement, insurance or policy of CPFR.

APPROVED:

MATT HOLM BOARD CHAIR

# CENTRAL PIERCE FIRE & RESCUE BOARD POLICY NUMBER 3.45

ORIGINATED: January 1, 2022 REVISED: February 13, 2024 APPROVED: March 11, 2024 EFFECTIVE: January 1, 2024

#### SUBJECT: COMMON BENEFITS FOR EXECUTIVE LEADERSHIP

PURPOSE: This policy is intended to be a source of information and a general statement of the Employer's personnel policies and procedures applicable to Executive Employees. It summarizes some of the standard benefits that Executive Employees may receive and some of the duties and responsibilities expected by CPFR.

> If there is a special provision applicable to a particular benefit or program, it will be noted in the individual Personal Services Contract (employment agreement).

#### AUTHORITY & RESPONSIBILITY:

The Fire Chief and Human Resources Director have the authority and responsibility to ensure the components of this SOG are carried out as outlined.

#### I. DEFINITIONS

- A. Accrual: Accumulation of leave over time.
- B. **HRA**: Health Reimbursement Arrangement is an IRS-approved, employerfunded, tax advantaged health benefit used to reimburse employees for out-ofpocket medical expenses.
- C. **VEBA**: A Voluntary Employees' Beneficiary Association (VEBA) is a tax-exempt, irrevocable Trust under Section 501 (c)(9) of the Internal Revenue Code. This type of trust is used as a vehicle for employers to fund Health Reimbursement Accounts (HRA).
- D. **Grievance**: An official statement of a complaint over something believed to be wrong or unfair.
- E. **PERC**: The Public Employee Relations Commission (PERC) is the state agency with jurisdiction over public sector labor relations and collective bargaining, which assists parties in resolving labor-management disputes.

#### POLICY:

- I. This Executive Leadership Policy ("Policy") covers the following CPFR positions: Fire Chief, Deputy Chiefs, Directors (Finance, HR, IT, Support Services) and Deputy Directors and Controller. CPFR may in the future add additional positions that are subject to this Policy. Employees covered by this Policy are collectively referenced as "Executive Employees."
- II. Executive Employees are subject to individual employment agreements with CPFR. In the event of a conflict, the terms of an individual's employment agreement prevails over this Policy. The Fire Chief has the authority to determine the level of benefits provided to each covered employee and any exceptions to this Policy shall be addressed in the individual employment agreement.
- III. Benefits or programs in an individual's employment agreement that will remain separate from this Policy and may be included in such an agreement are:
  - A. Duties and Responsibilities
  - B. At-Will Employment
  - C. Compensation & Benefits
  - D. Term
  - E. Termination Resignation
  - F. At-Will Employment
  - G. Performance Standards and Evaluation
  - H. Expenses
  - I. Integration/Entire Agreement
  - J. Arbitration

The above list is not exclusive and each agreement remains subject to the mutual agreement of both CPFR and an Executive Employee.

#### PROCEDURE:

- I. HOURS OF WORK
  - A. Executive Employees, by the nature of their work, and/or responsibilities, are exempt from state and federal wage and salary (e.g., overtime) rules.
  - B. Employees are generally assigned to work a standard business week, but may work a flexible schedule. It is recognized that Executive Employees are required to spend additional time over and above their regular work week engaged in activities for CPFR.
- II. SALARY

A. The salaries for Executive Employees covered under this policy are set annually by the Board of Fire Commissioners.

#### III. VACATION ACCRUAL AND USAGE

A. The following vacation accrual schedule will be used to calculate vacation hours earned. Vacation will be awarded on a monthly basis and vacation bank carry-over will be capped at the value of two (2) years of vacation accrual plus two (2) years of Executive leave outlined in 3.3.3.

Years of Service	Annual Accrual	Months Covered	Monthly Accrual	Carry-Over Limit
1 year of service	80 hours	1-12 months	6.67 hours	260 hours
2 – 5 years	120 hours	13-60 months	10.00 hours	340 hours
6 – 10 years	160 hours	61-120 months	13.34 hours	420 hours
11 – 14 years	180 hours	121-168 months	15.00 hours	460 hours
15 – 19 years	200 hours	169-228 months	16.67 hours	500 hours
20 – 24 years	265 hours	229-288 months	22.09 hours	630 hours
25+ years	280 hours	289+ months	23.34 hours	660 hours

- B. The Fire Chief may place a newly hired Executive Employee anywhere on the vacation schedule as determined by their experience and qualifications.
- C. In recognition of the extended hours of work that is required of Executive Employees, an additional fifty (50) hours of leave will be credited to an employee's vacation accrual each January 1.

#### IV. SICK LEAVE ACCRUAL AND USAGE

- A. Executive Employees shall accrue sick leave hours at the rate of seventeen (17) hours for each full month of service. Maximum sick leave accrual bank is 1,560 hours.
- B. CPFR buys back sick leave hours in excess of the employee's maximum accrual at the rate of 25% of the employee's base pay. Sick leave buy back will be paid in November of each year, and will be treated as regular income (e.g. subject to income taxes). Upon retirement, sick leave banks will be bought out at 25% of base salary for all accrued sick leave hours.
- C. CPFR complies with the Family Medical Leave Act (FMLA), Washington's Paid Family and Medical Leave, Washington Family Care Act, and other federal and state laws covering absences. Please refer to Policy 2.11 and 2.14 for specific information.
- V. HOLIDAYS

- A. Executive Employees shall be awarded 120 holiday hours on an annual basis, to include holidays used as listed below, plus any floating holiday hours.
   Employees may elect to receive a cash payment of base pay at the straight time rate for up to 120 hours each year, in lieu of holidays worked. This will be paid in November of each year.
- B. The business offices of CPFR will be closed to the public on the following Washington State legal holidays:

New Year's Day	January 1 <sup>st</sup>
Martin Luther King Jr's Birthday	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 <sup>th</sup>
Independence Day	July 4 <sup>th</sup>
Labor Day	1 <sup>st</sup> Monday in September
Veteran's Day	November 11 <sup>th</sup>
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day Following Thanksgiving Day	Friday following Thanksgiving
Christmas Day	December 25 <sup>th</sup>

- C. If the Washington State legal holiday falls on a Saturday, employees will normally be granted Friday off for the holiday. If the Washington State legal holiday falls on a Sunday, employees will normally be granted Monday off for the holiday.
- D. It is understood that employees may choose to work on any holiday, with Chief approval.

#### VI. BEREAVEMENT LEAVE

- A. In the event of a death in the immediate family of an employee, the employee shall be granted up to 40 hours off with pay.
- B. Immediate family shall be defined as the spouse and children of the employee, parents or step parents, brother, sister, grandchildren, grandparents of the employee, and those of the employee's current spouse. Also covered is the loss of a child in the event the employee would have qualified for prenatal or postnatal medical leave or family leave to bond with the child, for the seven days following the loss of a child.
- C. Additional leave for covered relationships, or non-covered relationships, may be allowed with the use of accrued vacation or holiday leave.

#### VII. LONGEVITY

A. CPFR pays additional compensation based on longevity, on a monthly basis according to the following schedule:

5–9 years	(61 – 120 months) of employment	= 2% of current salary
10–14 years	(121 – 180 months) of employment	= 4% of current salary
15–19 years	(181 – 240 months) of employment	= 6% of current salary
20–24 years	(241 – 300 months) of employment	= 8% of current salary
25–29 years	(301 – 360 months) of employment	= 11% of current salary
30+ years	(361+ months) of employment	= 13% of current salary

#### VIII. MEDICAL, DENTAL, VISION AND LIFE INSURANCE COVERAGE

- A. All positions except Deputy Chiefs Full medical, vision and EAP insurance coverage shall be paid through the IAFF Health & Wellness Trust for 2024. Dental and basic life coverage will be paid through the Washington Counties Insurance Fund (WCIF) for 2024. Nothing in this policy precludes CPFR from changing policies of insurance to equitable coverage.
  - An employee may choose to waive medical coverage through CPFR if they have qualifying medical coverage through a spouse or domestic partner elsewhere. In this instance, CPFR distributes an additional amount of \$4,000 annually, paid out 1/12 monthly, as an additional benefit.
- B. Deputy Chief(s) The same benefits provided to Uniformed 726 members shall be offered to the Deputy Chiefs.
  - The District will submit the contributions for these benefits pursuant to the "Deputy Chief Health and Welfare Benefits – Move to IAFF Local 726 Health and Welfare Trust" MOU.
  - 2. Increases for the 2024 plan year will follow the Agreement outlined in Section 2(A) of the "Healthcare Contract."

#### IX. HEALTH REIMBURSEMENT ACCOUNT

A. All positions except Deputy Chiefs –CPFR contributes annually to a HRA/VEBA account in the amount of \$4,000 to help offset out of pocket costs to the employee due to enrollment in a high deductible medical/vision coverage plan. Funds will be frontloaded into the HRA on or before January 5 of each year. At year end, any unused funds will remain in the HRA/VEBA for the benefit of the employee.

- B. Deputy Fire Chief(s) CPFR contributes annually to a HRA/VEBA account in the amount set in the "Healthcare Contract"
- C. Employees covered under this policy will vote annually on how to distribute leave bank buy-outs at the time of retirement or termination of employment with CPFR. The vote of the group will be reported to the HRA/VEBA provider utilizing Attachment 345.A in the last quarter of the preceding year.

#### X. RETIREMENT

A. Employees covered under this policy are enrolled in State of Washington Department of Retirement System Plans as appropriate, with employer/employee contributions.

#### XI. DEFERRED COMPENSATION

A. The District shall contribute to the deferred compensation plan of the employee's choice. The amount and any matching requirements will be set forth in Appendix "A".

#### XII. VEHICLE ALLOWANCE

- A. Executive employees who are required to use their personal vehicles for District business are eligible for a vehicle allowance.
- B. The vehicle allowance amount will be determined based on the employee's job responsibilities and the frequency of business-related travel. The allowance will be a fixed amount and will be subject to periodic review and adjustment by the Fire Chief.
- C. Employees eligible for a vehicle allowance are not entitled to mileage reimbursement for business-related travel.
- D. Employees receiving a vehicle allowance must comply with the following usage requirements:
  - 1. The vehicle must be maintained in good working condition.
  - The employee must possess a valid driver's license and adhere to all traffic laws.
  - 3. The vehicle should be properly insured.
  - The employee is responsible for all costs associated with maintaining and operating the vehicle, including but not limited to fuel, repairs, and maintenance.

#### XIII. MISCELLANEOUS BENEFITS

- A. Professional Liability Insurance The District recognizes the importance of mitigating risks associated with professional liability for its executive employees.
  - 1. The professional liability insurance must cover the executive employee for liabilities arising from their professional duties and responsibilities.
  - 2. Eligible insurance policies may include, but are not limited to, Directors and Officers (D&O) insurance, Errors and Omissions (E&O) insurance, and Employment Practices Liability (EPL) insurance.
  - 3. The insurance policy must be in the name of the executive employee, and the coverage must align with the scope of their responsibilities within the District.
- B. Home Office Stipend
  - 1. All executive employees are expected to maintain a dedicated home office space that meets the following criteria:
    - a. Adequate space to perform work-related tasks
    - b. A comfortable and ergonomic chair and desk
    - c. Reliable high-speed internet access
    - d. Necessary technology equipment (to be furnished by the District)
  - 2. To support executive employees in maintaining a home office, the District will provide a monthly stipend of \$75.00 to cover expenses related to remote work. This stipend is intended to assist with costs such as internet fees, utilities and office supplies.
- C. Clothing Allowance
  - Uniformed Personnel CPFR will provide one (1) Class A Fire District Uniform for use at special CPFR occasions. CPFR's Quartermaster System will be available for other uniforms as needed.
  - 2. Non-Uniformed Personnel Upon hire, CPFR will provide five (5) articles from the company "store" and an additional two (2) items per year.

# XIV. WELLNESS PROGRAM

A. Employees will be provided 30 minutes each work day for exercise fitness.

#### XV. PROFESSIONAL DEVELOPMENT

A. If approved, Employees may attend schools, seminars, conferences, workshops, and CPFR shall pay reasonable expenses incurred in accordance with the general policy of CPFR regarding reimbursement of expenses.

#### XVI. PROFESSIONAL AND CIVIC CLUB MEMBERSHIPS

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

#### XVII. GRIEVANCE PROCEDURES

- A. The purpose of this procedure is to provide an orderly method of resolving all disputes involving interpretation of this Policy or the employment agreement between CPFR and an Executive Employee. This procedure shall not be used to change, add to, or delete provisions of an employment agreement, or in any other way modify this Policy. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure, and there shall be no suspension of work or interference with the operation of CPFR as a result of the filing of a grievance.
- B. An Employee's failure to use the procedure in a timely manner shall constitute a full and complete waiver of the grievance. CPFR's failure to comply with time limits shall not constitute a waiver of defenses or acceptance of the Employee's grievance, but permits the employee to advance the grievance to the next step of the grievance process. Any time limits in this grievance procedure may, however, be extended for stated periods of time by the appropriate parties by mutual agreement in writing; and the parties may, by mutual agreement, waive any step or steps in an effort to expedite the matter.
- C. STEP ONE. The aggrieved Employee shall meet with their Supervisor within fourteen (14) calendar days of the knowledge of the alleged grievance, to attempt to resolve the difference at that level.
- D. STEP TWO. In the event the grievance is not resolved at Step One the aggrieved party shall reduce the grievance to written form which shall include the following: (1) statement of the grievance and relevant facts; (2) specific provisions of the agreement violated, if any; (3) remedy sought. The grievance, in written form shall be filed with the Fire Chief, or the Fire Chief's designee within seven (7) calendar days after the Step One meeting with his/her supervisor. The Fire Chief, or the designee, shall conduct an investigation and shall notify the aggrieved Employee in writing of the decision and the reasons therefore, within seven (7) calendar days after receipt of the written grievance.
- E. STEP THREE. If the aggrieved Employee is dissatisfied with the Step Two decision, the aggrieved Employee may appeal to the Board of Commissioners.

The request for review shall be filed in writing, with the CPFR District Secretary or in the absence of the CPFR District Secretary, with any member of the Board of Commissioners within seven (7) calendar days after completion of Step Two. The Board of Commissioners shall conduct an informal hearing within twentyone (21) calendar days of said request for review. Within twenty-one (21) calendar days following the hearing, the decision of the Board of Commissioners shall be transmitted, in writing, to the aggrieved Employee.

- F. STEP FOUR. In the event the grievance is not satisfactorily settled at Step Three, the aggrieved Employee may within seven (7) calendar days request that the matter be submitted to an arbitrator to be appointed by mutual agreement of the parties through PERC, or if PERC does not appoint an arbitrator, then the presiding Judge of Pierce County Superior Court shall be requested to appoint an arbitrator from a list of 3 arbitrators submitted by each of the parties to the grievance.
- G. The arbitrator shall have no power to render a decision that will add to, subtract from, or alter, change or modify the terms of an employment agreement, and the arbitrator's power shall be limited to interpretation and application of the express terms of such an Agreement and this policy.
- H. Each party shall initially bear the cost of presenting their case.
- I. The arbitrator's decision shall be final and binding, and made in writing and shall be issued to the parties within thirty (30) calendar days after the arbitration hearing.
- J. If the arbitrator orders additional compensation or back-pay and benefits for the aggrieved employee, such compensation and benefits shall not extend further back than sixty (60) days before the initial filing of the grievance.

#### XVIII. INDEMNIFICATION

A. CPFR shall in all cases provide competent legal counsel of its choosing, to defend Executive Employees when the Employee is a party, or is threatened to be made a party of any threatened, pending or contemplated action, suit or proceeding arising within the scope and course of Employee's CPFR employment, whether civil, administrative or investigative, by reason of the fact of CPFR employment; and shall indemnify and hold harmless Executive Employees against all expenses, fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by an Executive Employee in connection with such action, suit or proceeding, except as otherwise provided in this Section.

- B. Nothing in this Section shall be construed to require CPFR to provide legal counsel or such indemnification for an Executive Employee for the following situations:
  - 1. In civil matters, where Employee is the plaintiff or moving party; or where it shall be finally adjudicated in any action, suit or proceeding that the Employee shall not have acted in good faith and in the reasonable belief that the Employee's action was in the best interest of CPFR.
  - 2. In criminal matters, where Employee is the defendant or complaining party.
- C. Nothing in this Section 3.16 shall be construed to prohibit Employee from seeking additional legal counsel other than that provided by CPFR. However, nothing in this Section 3.16 shall be construed to require CPFR to pay any fees or other expenses incurred as a result of employment of such additional counsel.
- D. The rights provided for in this Section 3.16 shall not be deemed exclusive of any other rights to which Employee may be entitled under any statute, ordinance, agreement, insurance or policy of CPFR.

APPROVED:

MATT HOLM BOARD CHAIR



Agenda Date: February 26, 2024

Item Title: Board Policy 3.55 Guidelines for Compliance of SEPA

Attachments: Board Policy 3.55

Submitted by: Chief Morrow

## **RECOMMENDED ACTION BY THE BOARD:**

- First reading
- C Second reading
- O Motion to approve
- © For information only
- C Other:

#### SUMMARY:

Board Policy 3.55 Guidelines for Compliance of SEPA has been reviewed and modified by Staff. The Policy has been moved to the new format and updated.

The Policy is presented for first reading and comment.

FINANCIAL IMPACT: N/A



# **CENTRAL PIERCE FIRE & RESCUE**

POLICY AND PROCEDURE 355

# SUBJECT: Guidelines for Compliance with Provisions and Requirements of the State Environmental Policy Act (SEPA)

EFFECTIVE DATE: November 28, 2019

**OWNER:** Fire Chief

**REAUTHORIZATION YEAR:** 2022

# FORMS AND ATTACHMENTS:

Attachment 355.A – SEPA Procedures

# INTENT:

To adopt SEPA policies and procedures that are consistent with the rules adopted by the Department of Ecology (WAC 197-11).

# 1.0 **DEFINITIONS**

1.1 SEPA – State Environmental Policy Act

#### 2.0 POLICIES 2.1 The SEPA

2.1 The SEPA requires the District to consider environmental impacts before making significant decisions, and to consider measures which could be undertaken to avoid or reduce ("mitigate") the environmental impacts of projects and non-project proposals. All members of CPFR shall follow adopted procedures for SEPA compliance.

# 3.0 PROCEDURES

3.1 Follow procedures set forth in Attachment 355.A and Resolution No. 19-16 when a decision or action of the District meets the requirements of WAC 197-11.

# 4.0 REFERENCE

4.1 Resolution No. 19-16 Adopting SEPA Procedures and Appointing SEPA Responsible Official

# CENTRAL PIERCE FIRE & RESCUE BOARD POLICY NUMBER 3.55

ORIGINATED: November 28, 2019 APPROVED: EFFECTIVE:

SUBJECT: GUIDELINES FOR COMPLIANCE WITH SEPA

PURPOSE: To adopt SEPA policies and procedures that are consistent with the rules adopted by the Department of Ecology (WAC 197-11).

#### AUTHORITY & RESPONSIBILITY:

The Board of Fire Commissioners and Executive Staff Members have the authority and responsibility to ensure all District Members are familiar with, and operate, within the parameters of this Board Policy.

- POLICY: The SEPA requires the District to consider environmental impacts before making significant decisions, and to consider measures that could be undertaken to avoid or reduce ("mitigate") the environmental impacts of projects and non-project proposals. All members of CPFR shall follow adopted procedures for SEPA compliance.
- PROCEDURE:
  - I. Follow procedures set forth in Attachment 3.55A and Resolution No. 19-16 when a decision or action of the District meets the requirements of WAC 197-11.

APPROVED:

MATT HOLM BOARD CHAIR



**ATTACHMENT BOD 3.55A** 

# **CENTRAL PIERCE FIRE & RESCUE**

# SEPA PROCEDURES

# CENTRAL PIERCE FIRE & RESCUE ("DISTRICT") SEPA PROCEDURES

# PART ONE- PURPOSE AND AUTHORITY

#### SECTION 1. PURPOSE AND AUTHORITY

**Section 1.1** In broad terms, the SEPA requires the District to consider environmental impacts before making significant decisions, and to consider measures which could be undertaken to avoid or reduce ("mitigate") the environmental impacts of projects and non-project proposals (collectively "proposal(s)").

**Section 1.2** The process the District uses to consider environmental impacts is the "procedural" component of the SEPA. The District's decision to approve, condition, or reject a Proposal based upon its environmental impacts or to require any mitigation measures under the authority of the SEPA is the "substantive" component of the SEPA.

**Section 1.3** This Policy contains the District's SEPA rules and procedures, which detail the environmental review process under the SEPA. This Resolution also contains the District's SEPA policies, which detail the process for determining if mitigation is required for particular proposals as a result of the SEPA.

**Section 1.4** This Policy adopts by reference the State's SEPA rules issued by the Department of Ecology and codified at Chapter 197-11 WAC, with some modifications and additions relevant to District operations. Further, as to project actions, the District adopts the SEPA thresholds for exemptions of the County or City in which the project is located. A copy of Chapter 197-11 WAC shall be available at the office named in Section 5.4 below. Each provision adopted by reference in this Resolution is found in the State rules. Chapter 197-11 WAC should, therefore, be used in conjunction with this Resolution.

**Section 1.5** <u>Authority</u>. This Policy is adopted under RCW 43.21C.120, WAC 197-11-902 and WAC 197-11-904, and is intended to implement those provisions.

#### SECTION 2. SEPA'S APPLICATION TO DISTRICT ACTIVITIES

**Section 2.1** The SEPA requires the District, along with every other public agency, to treat concern for the environment as part of its mission, together with its other responsibilities as a public agency.

**Section 2.2** The SEPA itself does not have any substantive permit requirements. Rather, the SEPA review occurs when the DISTRICT takes some action on a proposal. This action is called the "underlying governmental action." The terms "action" and "proposal" are defined as provided in Chapter 197-11 WAC. **Section 2.3** Because the SEPA applies only when some underlying governmental action is involved, the SEPA supplements or "overlays" the District's regular planning and decision making. The SEPA provides a basic process for studying and responding to a proposal's environmental impacts, especially at the planning stages. The exact nature and timing of the SEPA process can vary for each type of underlying governmental action and for each individual proposal.

**Section 2.4** There are other environmental laws besides the SEPA which may apply to specific resources, such as laws relating to land, air, water, historic areas, wildlife, and health. These other laws may require studies or serve as the basis for mitigating or denying proposals separate from and in conjunction with the SEPA threshold determination and any mitigating measures.

**Section 2.5** Compliance with other laws and the SEPA shall be coordinated, to the extent the District can do so, to reduce inefficiencies, improve public involvement, and achieve better decisions.

**Section 2.6** Anyone who is not sure how the SEPA applies to a proposal should identify the action (or actions) that the District and any other government agencies must take on the proposal.

#### SECTION 3. POLICY FOR CARRYING OUT SEPA

**Section 3.1** The policies for implementing the SEPA, found at WAC 197-11-030, are adopted by reference.

# PART TWO- GENERAL REQUIREMENTS

#### SECTION 4. PURPOSE / ADOPTION BY REFERENCE

**Section 4.1** This section covers the basic requirements that apply across-the-board to the SEPA process. The State rules in WAC 197-11-040 through 100 are adopted by reference. They include:

- 1. Where to find the meaning of the words used in this document (definitions, WAC 197-11-040 and Part 8).
- 2. Who is responsible for SEPA compliance (lead agency, WAC 197-11-050).
- 3. When the SEPA process occurs (timing, WAC 197-11-055).
- 4. What is to be studied (content of environmental review, WAC 197-11-060).
- 5. What can or cannot be done while environmental review is occurring (limitations on actions during the SEPA process, WAC 197-11-070).
- 6. What to do in the face of serious uncertainty (incomplete or unavailable information, WAC 197-11-080).
- 7. What is considered part of the record (supporting documents, WAC

197-11-090).

8. What information applicants can be required to provide (information required of applicants, WAC 197-11-100).

#### SECTION 5. WHO RUNS THE DISTRICT'S SEPA PROCESS?

**Section 5.1** <u>Lead Agency</u>. The agency in charge of carrying out the SEPA's procedural requirements for a proposal is the lead agency. A lead agency is selected for each particular proposal. The District will typically be the lead agency for both its project and non-project proposals. However, another government may be the lead agency for a District project, depending on the size of the project, the number of governments or departments involved, and the location of the project pursuant to Chapter 197-11 WAC.

**Section 5.2** <u>Responsible Official</u>. The person or office at the lead agency in charge of the SEPA compliance is the responsible official (the "Responsible Official"). The District's Responsible Official is the District's Fire Chief. The Responsible Official may consult with the proponents of the proposal concerning the SEPA process. Subject to budgetary authorization, the Responsible Official may retain and consult with such other experts as may be necessary to perform the duties described herein.

**Section 5.3** <u>Alternate Responsible Official</u>. The District Board of Commissioners may, by motion or resolution, appoint an alternate responsible official for any particular proposal or for a period of time, or the District Fire Chief may designate a Deputy SEPA Responsible Official. After the date of such appointment, the alternate responsible official shall undertake the duties of the Responsible Official, as provided herein, for the particular proposal or the specified period of time, and the Responsible Official shall thereafter be relieved of any further duties on the proposal or for the specified period of time. The alternate responsible official does not necessarily need to be a District employee. The person designated as the alternate responsible official shall become an "officer" of the District for the purposes of WAC 197-11-788.</u>

**Section 5.4** <u>SEPA Public Information</u>. The office that routinely handles SEPA public information matters at the District is:

Fire Chief Central Pierce Fire and Rescue Post Office Box 940 Spanaway, WA 98387 W: (253) 345-1258

Subject to the requirements of the Public Records Act (Chapter 42.56 RCW), this office will (i) provide information about environmental documents, (ii) identify the Responsible Official for a specific proposal, (iii) provide the status of the SEPA review for a project or proposal, or (iv) provide direction concerning SEPA compliance. If the official does not know the answer, they can help direct you to the right person or office. There may be a charge for certain documents (WAC 197-11-914).

**Section 5.5** <u>Other Agencies</u>. Other agencies that have action to take on a proposal are agencies with jurisdiction. Other agencies that know about certain environmental impacts

are agencies with environmental expertise. If the District, as lead agency, asks these other agencies to help review a proposal's environmental impacts, those other agencies are required to help without charge and are consulted agencies. The Responsible Official shall be responsible for coordinating and preparing environmental documents with these other agencies (also see Section 13 below).

**Section 5.6** <u>Federal Coordination</u>. Federal agencies are directed to cooperate with state and local agencies to the fullest extent possible to reduce duplication between the National Environmental Policy Act ("NEPA") and state and local requirements. The Responsible Official shall make an effort to coordinate environmental review requirements with applicable federal agencies, including combining documents and holding joint scoping, public meetings and hearings, as directed and encouraged by this Resolution and the federal provision for eliminating duplication (40 CFR 1506.2).

#### SECTION 6. TIMING

**Section 6.1** In conjunction with WAC 197-11-055, the Responsible Official has discretion to decide the appropriate time for reviewing the environmental impacts of District projects or proposals on an individual, case-by-case basis. For purposes of this section, the terms "final threshold determination" and "final environmental impact statement" include any documents prepared under Part Six below, such as adoption notices, that are used to meet environmental review requirements on a proposal.

**Section 6.2** <u>Typical District Actions</u>. The SEPA review of typical District proposals shall occur consistent with these procedures, except that environmental review is not required for actions that are categorically exempt under Part Nine, below, and WAC 197-11-305. If required, a final threshold determination or final environmental impact statement ("EIS") shall be completed, within the time periods required by these procedures, prior to Commission approval of:

- 1. Improvements to be constructed by the District or on District property;
- 2. Leases or contracts for development by the District or on District property;
- 3. A change in the use of a facility that involves different environmental impacts than currently exist; or
- 4. Approval of any non-project action.

**Section 6.3** <u>Applicant Early Review</u>. If the District's only action on a proposal is a decision on a proposed non-project action, or written approval to an applicant based upon submission of detailed project plans and specifications, the applicant may request, in writing, that the District conduct environmental review prior to the submission of detailed plans and specifications.

**Section 6.4** <u>Preferred Alternative</u>. The Commission or staff may identify a preferred alternative at any time in the SEPA process orally or in an environmental or other document.

The identification of a preferred alternative shall not be construed as an improper commitment to, or as a final decision on, a particular proposal.

#### SECTION 7. SUPPORTING DOCUMENTS

**Section 7.1** All supporting documents cited in environmental documents on a proposal shall be considered part of the District's overall record of compliance with the SEPA if the supporting documents are publicly available substantially within any time periods allowed for review or comments. The documents will be available at the office named in Section 5.4 above unless otherwise noted. Economic, business, technical, or other reports or analysis may be prepared, combined with, or appended to, environmental documents even though they are not required under the SEPA.

#### PART THREE -CATEGORICAL EXEMPTIONS AND THRESHOLD DETERMINATIONS

#### SECTION 8. PURPOSE/ADOPTION BY REFERENCE

**Section 8.1** This section contains the rules for deciding whether a proposal has a "probable significant, adverse environmental impact" requiring an EIS to be prepared. RCW 43.21C.031. This section also contains rules for evaluating the impacts of proposals not requiring an EIS. The State rules in WAC 197-11-300 to 400 are hereby adopted by reference. They include:

- 1. Not requiring review for proposals that are categorically exempt (WAC 197-11-305 and Part 9).
- 2. The requirements to make a threshold determination and deciding whether the impacts are environmentally significant -- for non-exempt proposals (WAC 197-11-310).
- 3. Use of an environmental checklist for project and non-project proposals (WAC 197-11-315).
- 4. The process and criteria for making a threshold determination (WAC 197-11-330).
- 5. How to handle insufficient information on a proposal (WAC 197-1 1-335).
- 6. Deciding an EIS is not required and issuing a determination of non-significance ("DNS") (WAC 197-11-340).
- 7. Including mitigating measures in a DNS (WAC 197-11-350).
- 8. Deciding an EIS is required and issuing a determination of significance/ scoping notice (WAC 197-11-360).
- 9. When a threshold determination is final (WAC 197-11-390).

#### SECTION 9. CATEGORICAL EXEMPTIONS

**Section 9.1** In deciding whether a proposal is categorically exempt, the rules provide for certain circumstances when potentially exempt actions would not be exempt (WAC 197-11-305).

**Section 9.2** <u>City/County Thresholds</u>. For minor new construction, the SEPA procedures of the city or county where the proposal is located shall be the exemption levels that apply to the proposal (See WAC 197-11-800(1)). If the proposal is located in more than one city/county, the lower of the applicable city or county adopted exemption levels shall control. Local ordinances and the local SEPA procedures should also be reviewed to determine if the proposal is located in an environmentally sensitive area under WAC 197-11-908.

**Section 9.3** <u>Proposals With Exempt and Non-Exempt Parts</u>. In determining whether a proposal is exempt, the District shall make an effort to be certain the proposal is properly defined (WAC 197-11-060). If a proposal includes exempt and non-exempt actions, the proposal is not exempt and requires environmental review; however, certain exempt aspects of the proposal may nonetheless proceed, before or during the environmental review of the proposal, if the requirements of WAC 197-11-070 are met.

**Section 9.4** <u>Documentation Optional</u>. A decision that a proposal is categorically exempt need not be documented. A memorandum or notation may be placed in the file.

#### SECTION 10. MITIGATED DETERMINATION OF NON-SIGNIFICANCE (DNS)

**Section 10.1** At the Commission or staff level, mitigation measures may be included in, or added to, a proposal so that environmental impacts are eliminated that might otherwise be significant. Mitigation measures may also serve to reduce significant impacts or to mitigate non-significant impacts (WAC 197-11-350). Changes or clarifications do not require a new environmental checklist (WAC 197-11-350(4)). Mitigation measures for significant impacts that are included in a decision must be documented (See Section 19 below). Although public notice is not required by State law, when the District clarifies or changes features of its own proposals in a mitigated DNS (WAC 197-11-350(5)), public and agency notice and a fifteen (15) day waiting period are required for mitigated DNSs on proposals (See WAC 197-11-340(2)(a)(iv)) and Section 15 below). Reference to existing laws and/or requiring compliance with existing laws are not required to be included as a mitigation measure.

# PART FOUR - ENVIRONMENTAL IMPACT STATEMENT (EIS)

SECTION 11. PURPOSE/ADOPTION BY REFERENCE

**Section 11.1** This section contains the rules for preparing environmental impact statements. The State rules in WAC 197-11-400 to 500 are hereby adopted by reference. They include:

- 1. Purpose of an EIS (WAC 197-11-400).
- 2. Ten requirements that apply to the preparation of EISs (WAC 197-11-402).
- 3. Three types of EISs: Draft, final, and supplemental (WAC 197-11-405).
- 4. When EISs must be prepared (WAC 197-11-406).
- 5. How to decide the scope of an EIS through scoping (WAC 197-11-408).
- 6. Optional expanded scoping (WAC 197-11-410).
- 7. Who can prepare an EIS? (WAC 197-11-420).
- 8. Style and size of EISs, including page limits (WAC 197-11-425).
- 9. Format of EISs, including flexibility for different types of proposals (WAC 197-11-430).
- 10. A 1-2 page cover memo that highlights issues for decision makers, but is not used to determine adequacy (WAC 197-11-435).
- 11. EIS content, including the required five sections: the fact sheet, table of contents, summary, and two main sections of text (WAC 197-11-440).
- 12. Rules on the content of EISs on non-project proposals, such as proposed plans (WAC 197-11-442).
- 13. Rules on the content of EISs on proposed projects when there has already been a non-project EIS (WAC 197-11-443).
- 14. The various elements of the environment, consisting of the natural and built environment (WAC 197-11-444).
- 15. The relationship of EISs to other considerations in planning and decisions, such as economic, social, or technical factors (WAC 197-11-448).
- 16. The relationship of EISs to quantified cost-benefit analysis, (WAC 197-11-450).
- 17. The procedures for issuing a draft EIS (WAC 197-11-455).
- 18. The procedures for issuing a final EIS (WAC 197-11-460).

**Section 11.2** <u>Scoping</u>. The Responsible Official shall decide the scoping method and deadline for a given proposal, consistent with WAC 197-11-408. Special attention should be

given to writing scoping notices in plain English and avoiding technical jargon. Scoping techniques can vary by proposal, and may include commenting by telephone. If a consultant is preparing an EIS, the consultant's contact should make provisions for possible changes in the scope of the EIS based upon the scoping process.

**Section 11.3** <u>Additional Scoping</u>. The expanded scoping provisions in WAC 197-11-410 may be used without formally designating the process as "expanded scoping." In keeping with the intent of the State rules, the Responsible Official is encouraged to be innovative and shall have very broad discretion in developing creative scoping methods. A scoping process may also be used before a threshold determination (or at any other time in the SEPA process) to assist in identifying impacts and alternatives, including mitigation measures. If so, the form of the scoping notice shall be revised accordingly so that agencies and members of the public understand the purpose and process being used.

**Section 11.4** <u>EIS Preparer</u>. An EIS may be prepared by District staff, consultants on contract to the District, or other private entities under the direction of the Responsible Official. District staff or an applicant may consult with the Responsible Official prior to final selection of consultants to help ensure that the highest quality EIS is prepared. The Responsible Official shall have the discretion to design the EIS process and carry out the responsibilities set forth in WAC 197-11-420.

# PART FIVE - COMMENTING

#### SECTION 12. PURPOSE/ADOPTION BY REFERENCE

**Section 12.1** This section explains how to comment and respond on all environmental documents under the SEPA, including rules for public notice and hearings. WAC 197-11-500 to 600 are hereby adopted by reference. They include:

- 1. The purpose of the commenting provisions and list of notice and time requirements (WAC 197-11-500 and 502).
- 2. Making environmental documents available (WAC 197-11-504).
- 3. Filing with State SEPA Register (WAC 197-11-508).
- 4. Giving reasonable public notice (WAC 197-11-510), as further specified below.
- 5. Public hearings and meetings procedures (WAC 197-11-535).
- 6. The effect on agencies and the public of not commenting on environmental documents (WAC 197-11-545).
- 7. Specific commenting requirements (WAC 197-11-550).
- 8. Response to comments on EISs (WAC 197-11-560).

9. Prohibiting consulted agencies from charging lead agencies for assistance under the SEPA (WAC 197-11-570).

#### SECTION 13. DISTRICT SEPA COMMENTS TO OTHER AGENCIES

**Section 13.1** The Responsible Official shall be responsible for coordinating and preparing District comments to other agencies on the environmental documents of other agencies. This Responsible Official shall also be responsible for coordinating consultation requests under the SEPA from other agencies to the District. The Responsible Official, or his/her designee, shall sign written comments from the DISTRICT and may establish deadlines for responses from offices within the District in order to meet commenting deadlines established by law or by other agencies in their requests.

#### SECTION 14. COSTS FOR DISTRICT ENVIRONMENTAL DOCUMENTS

**Section 14.1** Normally, the District will charge its actual cost of printing for its environmental documents (or its normal per page copying charge as adopted pursuant to RCW 42.56). There will be no charge for other agencies to which the District is required by law to send the documents. The District may make documents available without charge. The District will, if requested, reduce or waive charges for a document provided to a public interest organization. The Responsible Official may establish internal policies or procedures or make determinations on an individual basis.

## SECTION 15. PUBLIC NOTICE

**Section 15.1** In addition to the circulation requirements to other agencies and affected tribes, the District will give public notice in the manner noted below.

**Section 15.2** <u>Required Notice</u>. For threshold determinations that require notice under WAC 197-11 scoping notices, EISs, and public hearings, the District shall:

- 1. Publish the notice in a newspaper of general circulation in Pierce County, Washington as designated by the Commission;
- 2. Provide notice in the same manner as required for the announcement of regular District Commission meetings;
- 3. Furnish notice to anyone who has specifically requested to be notified about the particular proposal or about the type of proposal being considered;
- 4. Post a notice on the main bulletin board, if any, at the District's administrative offices;
- 5. File the documents required by WAC 197-11-508 with the State Department of Ecology for publication of notice in the SEPA Register; and
- 6. (For EISs only), notify the local news media where the proposal is located that an EIS is available.

**Section 15.3** <u>Additional Optional Notice</u>. For any environmental documents or public meetings, the District may:

- 1. Publish notice in District newsletters, if any, that might facilitate commenting;
- 2. Notify the news media orally or by press release, including neighborhood newspapers or trade journals;
- 3. Post on the property for site specific proposals;
- 4. Post a notice on the main bulletin board, if any, at the city or county council or planning department where the proposal is located;
- 5. Create or maintain a mailing list for a particular proposal or type of proposal, which may include the identification of citizen and public interest organizations, and send notice to those on the mailing list; or
- 6. Use other reasonable methods appropriate to a particular proposal.

**Section 15.4** <u>Notice for Appeals</u>. For judicial appeals, the District shall use the notice procedures for the Notice of Action set forth in RCW 43.21C.080, unless other appeal procedures are used under Part Seven below.

# PART SIX - USING EXISTING ENVIRONMENTAL DOCUMENTS

#### SECTION 16. PURPOSE / ADOPTION BY REFERENCE

**Section 16.1** This section contains rules for the District's use of existing environmental documents for its SEPA compliance. The documents might be prepared by the District or by local, State or federal agencies under SEPA or NEPA (National Environmental Policy Act, 43 USC 4321 <u>et seq</u>.) The State rules in WAC 197-11-600 through 640 are hereby adopted by reference. These rules include:

- 1. When to use existing environmental documents (WAC 197-11-600).
- 2. Use of NEPA documents, including environmental assessments (WAC 197-11-610).
- 3. Procedures for supplemental EIS (SEIS) (WAC 197-11-620).
- 4. Procedures for addenda (WAC 197-11-625).
- 5. Procedures for adoption of an existing environmental document (WAC 197-11-630).

- 6. Procedures for incorporation by reference of existing material (WAC 197-11-635).
- 7. How to combine the SEPA and other documents (WAC 197-11-640).

# SECTION 17. ADDENDA

**Section 17.1** If monitoring reports are part of mitigation commitments, the required monitoring report(s) may be labeled as an addendum to the original environmental documents (the DNS or EIS). If subsequent environmental design, detail, or other environmental analysis is necessary or desirable, and a Supplemental EIS is not required (it does not meet the two criteria in WAC 197-1 1-600(3)(b)), then an addendum may be used to conduct or document the analysis. An addendum may be used to add to any kind of environmental document, and may be used at any time in the SEPA process.

# PART SEVEN- SEPA AND AGENCY DECISIONS

## SECTION 18. PURPOSE/ADOPTION BY REFERENCE

**Section 18.1** This section contains rules and policies for SEPA's substantive authority, such as decisions to mitigate or reject proposals as a result of SEPA. This part also contains procedures for appealing SEPA determinations. The State rules in WAC 197-11-650 to 680 are hereby adopted by reference. They include:

- 1. Purpose and implementation of decision making under SEPA (WAC 197-11-650 and 655).
- 2. Substantive authority and mitigation (WAC 197-11-660).
- 3. Appeals (WAC 197-11-680).

#### SECTION 19. DISTRICT DECISION DOCUMENT

**Section 19.1** After its decision on any proposal not exempt under the SEPA, the District shall make available to the public a document that states the decision. The document shall specify any mitigation or monitoring that will occur or will reference the appropriate documents where any mitigation or additional monitoring is described. The document may be a resolution, letter, or other document used by the District to convey its decision. The document may incorporate by reference relevant portions of environmental documents. (WAC 197-11-660(1)(b)).

**Section 19.2** <u>Private Projects</u>. To the extent the District conditions or denies proposals of applicants under the SEPA, the document required by the preceding section shall cite the District's SEPA policy (from Section 20 below) that is the basis for conditioning or denying the proposal. If the District wishes to deny an applicant's proposal, the decision document shall also contain the findings required by WAC 197-11-660(1)(f) that significant adverse impacts

have been identified in the EIS and that reasonable mitigation measures are insufficient to mitigate the identified impact.

#### SECTION 20. DISTRICT SEPA POLICIES

**Section 20.1** The District adopts by reference the State environmental policy as set forth in the SEPA: RCW 43.21C.020. Specifically, in order to carry out the policy set forth in the SEPA, it is the District's continuing responsibility to use all practicable means and measures, consistent with other essential considerations of State policy, to improve and coordinate plans, functions, programs, and resources to the end that the DISTRICT, the State, and its citizens may:

- 1. Fulfill the responsibilities of each generation as trustee of the environment for succeeding generations;
- 2. Assure for all people of Washington State safe, healthful, productive, and aesthetically and culturally pleasing surroundings;
- 3. Attain the widest range of beneficial uses of the environment without degradation, risk to health or safety, including from hazardous waste or other toxic substances, or other undesirable or unintended consequences;
- 4. Preserve important historic, cultural, and natural aspects of our national heritage;
- 5. Maintain, wherever possible, an environment which supports diversity and variety of individual choice;
- 6. Achieve a balance between population and resource use which will permit high standards of living and a wide sharing of life's amenities;
- 7. Plan for providing levels of service at standards established by local City and County governments, or at national standards in the absence of such standards being established locally, provided that the planning for providing such services is not a guarantee that such services can be delivered at such standards, nor is such a duty undertaken by the creation of such a plan, nor is such a plan implementable based on potential financial and operational limitations.
- 8. Enhance the quality of renewable resources and approach the maximum attainable recycling of depletable resources;
- 9. Manage public waterways and adjacent lands, fisheries, and other natural resources wisely; and
- 10. Mitigate probable adverse environmental impacts resulting from proposals, particularly significant impacts, to the extent of the District's authority and guided by the policies stated above and in the SEPA and the District's other statutory responsibilities and limited authority, recognizing the land use regulatory authority of local City and County governments.

#### SECTION 21. APPEALS

**Section 21.1** There shall be no administrative appeals of District SEPA determinations (including appeals of any conditions or denials by District staff under RCW 43.21C.060).

**Section 21.2** <u>Informal Reconsideration</u>. Any person may formally request the Responsible Official to reconsider a SEPA determination orally or in writing. The Responsible Official shall reconsider the determination and provide a written response. However, this is not to be considered a formal appeal within the meaning of RCW 43.21C.075 and WAC 197-11-680. The Responsible Official is not required to make a record or furnish reasons for the decision. Such a request shall not cause a comment period to be delayed, nor cause a delay in any District decision, unless the SEPA determination is withdrawn prior to a District Board of Commission decision being made on the proposal.

**Section 21.3** <u>No Exhaustion of Remedies</u>. Because there are no administrative appeals, a person is not required to request informal reconsideration prior to filing a lawsuit under the SEPA.

**Section 21.4** <u>Judicial Review</u>. When the Land Use Petition Act, Chapter 36.70C RCW, ("LUPA") applies to a District proposal, all judicial appeals must be brought under the applicable LUPA statute of limitations. If LUPA does not apply, the District may commence the SEPA statute of limitations for its proposals by filing a Notice of Action under RCW 43.21C.080. The District may decide in a particular situation to use any other procedure allowed by RCW 43.21C.075 and WAC 197-11-680.

# PART EIGHT- DEFINITIONS

#### SECTION 22. UNIFORM USAGE AND DEFINITIONS

**Section 22.1** This section contains uniform usage and definitions of terms under the SEPA. WAC 197-11-700 to 799 are hereby adopted by reference, unless the definition is inconsistent with the definitions herein.

- 1. <u>Alternate Responsible Official</u>. "Alternate Responsible Official" means the person designated by the Commission or the District Fire Chief to act as a Responsible Official for a particular proposal or for a particular period of time.
- 2. <u>Commission</u>. "Commission" means the District Commission of the Central Pierce Fire & Rescue.
- 3. <u>District</u>. "District" means Central Pierce Fire & Rescue. Unless specified, the District may refer to the District Board of Commissioners or staff.
- 4. <u>District Offices</u>. "District offices" means the administrative offices of the District currently located at Central Pierce Fire & Rescue, 17520 22<sup>nd</sup> Ave. E., Spanaway, WA, 98445, or such other place as the District offices may be located.

- 5. <u>Preferred Alternative</u>. "Preferred alternative" means a preference for a particular alternative course of action, at the time the preference is expressed. A preferred alternative is not an action or decision within the meaning of WAC 197-11-070.
- 6. <u>Responsible Official</u>. The "Responsible Official" is the person designated by the Commission responsible for SEPA procedural and substantive compliance by the District. The Responsible Official does not necessarily need to be a District employee. The person designated as the Responsible Official shall become an "officer" of the District for the purposes of WAC 197-11-788.
- 7. <u>Staff</u>. "Staff" means the Fire Chief of the District and his designees, not the Commissioners.

### PART NINE - CATEGORICAL EXEMPTIONS

### SECTION 23. ADOPTION BY REFERENCE

**Section 23.1** The categorical exemptions provisions in WAC 197-11-800, 880 and 890 are hereby adopted by reference and shall be applied in conjunction with Section 9-CATEGORICAL EXEMPTIONS above and WAC 197-11-305. They include:

- 1. Categorical exemptions for all agencies (WAC 197-11-800).
- 2. Emergencies (WAC 197-11-880).
- 3. Petitions to the Department of Ecology (WAC 197-11-890).

### PART TEN - AGENCY COMPLIANCE

### SECTION 24. ADOPTION BY REFERENCE

**Section 24.1** The provisions in WAC 197-11-914 through 955 are hereby adopted by reference. They include:

- 1. SEPA fees and costs that may be charged (WAC 197-11-914).
- 2. The list of agencies with environmental expertise (WAC 197-11-920).
- 3. The rules for determining lead agency (WAC 197-11-922 through 943).
- 4. The effective date and application of the statewide rules and this Resolution to District activities (WAC 197-11-916 and 955).

### SECTION 25. TRANSITION TO NEW RULES

**Section 25.1** EISs which are issued after this Resolution is effective shall follow the format and requirements of Part Four above. Environmental documents and notices issued

prior to the effective date of this Resolution, including draft, final, or supplemental EISs, do not require revision or re-issuance to meet the requirements of this Resolution or the State rules (WAC 197-11-916).

### SECTION 26. REVISION OF SEPA POLICIES OR PROCEDURES

**Section 26.1** The District may amend its SEPA policies or procedures from time-to-time as may be necessary. The Responsible Official may provide additional guidance and procedures to carry out this Resolution.

### SECTION 27. INTERPRETATION

**Section 27.1** If any provision of this Resolution or its application to any person or circumstance is held invalid, the remainder of this Resolution or the application of the provision to other persons or circumstances shall not be affected.

**Section 27.2** The captions and titles herein are for convenience and reference purposes only and in no way define, limit or describe the meaning, scope or intent of this Resolution.

**Section 27.3** The use of any gender or neutral term shall include all genders, and the use of any terms shall be construed as singular or plural, as the case may be.

### PART ELEVEN - FORMS

### SECTION 28. FORMS

**Section 28.1** The forms in WAC 197-11-965 through 990 are hereby adopted by reference as applicable to the District and the procedures adopted herein.



Agenda Date: February 26, 2024

Item Title: Addendum to the Master ILA- AOC Annex Shared Office Space

Attachments: Addendum- AOC Annex Shared Office Space

Submitted by: Chief Morrow

### **RECOMMENDED ACTION BY THE BOARD:**

- First reading
- O Second reading
- O Motion to approve
- O For information only
- O Other:

### SUMMARY:

No Motion required.

Staff has been working with the Graham Fire Staff to develop an additional Addendum to the Master ILA, the AOC Annex Shared Space Addendum. This Addendum would allow the District and Graham Fire & Rescue to secure additional shared office space at the Benaroya Complex. The space, specifically located in Building 119, Suite 200, is approximately 15,000 square feet and would serve the needs of the co-located Staff.

Once approved via Second Reading, Central Pierce would follow through on the pending lease agreement for the above-mentioned shared office space.

AOC Annex Shared Office Space Addendum is presented for First Reading.

FINANCIAL IMPACT: N/A

### ADDENDUM TO MASTER INTERLOCAL AGREEMENT FOR COOPERATIVE SERVICES INITIATIVES

### AOC ANNEX SHARED OFFICE SPACE

This Addendum ("Addendum") to the aforementioned Master Interlocal Agreement ("Master ILA") is entered into on this 1st day of March , 2024, (the "Effective Date") by and between Graham Fire & Rescue, located at 23014 70<sup>th</sup> Ave E, Graham, WA 98338, hereinafter referred to as "Graham Fire & Rescue," and Central Pierce Fire & Rescue, located at 1015 39th Avenue SE, STE 120, Puyallup, WA 98374 hereinafter referred to as "Central Pierce Fire & Rescue," who shall hereinafter be collectively referred to as the "Agencies" or singularly as an "Agency."

WHEREAS, the Agencies are committed to having staff from both agencies co-locate in a shared office space, and;

WHEREAS, this co-location will allow for staff to collaborate in a manner consistent with the assembly of other Addendum (Joint Communications and Outreach, CARES, etc.) already established, and;

WHEREAS, Central Pierce Fire & Rescue has secured additional short term lease space on the Benaroya Campus (AOC Annex- Building 119, Space 200) that could be shared between both Agencies.

NOW, THEREFORE, in exchange for the mutual promises contained herein and pursuant to the terms of the Master ILA, the Agencies hereby agree as follows:

1. PURPOSE

1.1 The purpose of this Addendum is to share the AOC Annex Office Space between the Agencies.

1.2 The Agencies intend to create a space plan that supports the staff needs of both Agencies.

### 2. SCOPE OF COOPERATION

2.1 The Agencies agree to cooperate in space planning needed for the AOC Annex.

2.2 The Agencies agree to cooperate in the minimal buildout needed for the AOC Annex.

2.3 The Agencies agree to cooperate in the placement of their combined staff in the AOC Annex.

2.4 The Agencies agree to cooperate on a shared cost model as determined by the Agencies Finance Directors.

### 3. RESPONSIBILITIES OF THE AGENCIES

3.1 In performing under this Addendum, Graham Fire & Rescue shall:

3.1.1 Provide input on space planning, direction as it pertains to the minimal buildout, and provide direction to which Graham Fire & Rescue staff will occupy the space.

3.1.2 Provide financial resources as defined by cost model.

3.2 In performing under this Addendum, Central Pierce Fire & Rescue shall:

3.2.1 Finalize the lease agreement between the Benaroya Company and Central Pierce Fire & Rescue for Space 200 in Building 119.

3.2.2 Contract for space planning services and coordinate those services by Central Pierce Fire & Rescue's Support Services Director.

3.2.3 Provide direction as it pertains to the minimal buildout and secure any necessary furniture solutions.

3.2.4 Provide direction to which Central Pierce Fire & Rescue staff occupy the space.

3.2.5 Provide Insurance for the space as part of Central Pierce Fire & Rescue's Commercial Insurance Policy.

3.2.5 Provide financial resources as defined by the cost model.

### 4. FISCAL ARRANGEMENTS

4.1 The Agencies Finance Directors will establish the cost model, anticipated to be along the lines of a pro-rata percentage split for all expenses incurred, unless otherwise informed by the Finance Directors.

4.2 Billing arrangements and dates will be identified as part of the cost model informed by the Finance Directors.

4.3 The Cost model shall be approved by the Fire Chiefs of both Agencies.

### 5. RESOURCE SHARING

5.1 If additional resource sharing is required or discovered, the combined Executive Team will inform the Fire Chief (s) of the need and direction will be provided.

5.2 If additional resources are approved and allocated, the Finance Directors will modify the cost model as needed.

### 6. PERSONNEL

6.1 Personnel from the Agencies will occupy space at the AOC Annex and collaborate as outlined in corresponding Addendum.

### 7. TERM AND TERMINATION

7.1 This Addendum shall commence on the Effective Date and shall remain in effect for a period of 24 months and may be extended at the direction of the Agencies Board of Fire Commissioners.

7.2 This Addendum can be terminated starting the 25<sup>th</sup> month with 6 months' notice by either Agency.

### 8. Provisions of the Master Interlocal Agreement

8.1 Any terms not set forth herein shall be supplemented by the Master ILA, to the extent the Agencies are Agencies to the Master ILA. If any provision of this Addendum conflicts with a

provision of the Master ILA, the offending provision shall be amended to conform to the terms of the Master ILA.

9. Advice of Attorney. The Agencies agree that this Addendum should be reviewed by their attorney. If two or more agencies signatory hereto are represented by Brian Snure, P.S., the agencies consent to the dual representation by such firm, if any firm signatory is affixed hereto under "approved as to form."

IN WITNESS WHEREOF, the Agencies have caused this Addendum to be duly executed as of the Effective Date first above written.

GRAHAM FIRE & RESCUE	<b>CENTRAL PIERCE FIRE &amp; RESCUE</b>
ВҮ:	ВҮ:
DATE:	DATE:



Agenda Date	February 26, 2024	
Item Title:	Appendix A (2024 salary schedules) for Executive Leadership	
Attachments:	2024 Appendix A – Executive Leadership	
Submitted by Suzi Washo		

### **RECOMMENDED ACTION BY THE BOARD:**

- C First reading
- Second reading
- Motion to approve
- C For information only
- Other:

### SUMMARY:

Motion: To approve the 2024 Salary Schedules for Executive Leadership

Attached is the 2024 Appendix A Salary Schedule for Executive Leadership.

Chief Morrow and myself will be at the meeting to answer any questions you may have.

### FINANCIAL IMPACT:

Budgeted for in 2024 budget

### Central Pierce Fire & Rescue Executive Leadership Appendix A - 2024 Salary Schedule

January 1, 2024 - December 31, 2024

Position	]			Monthly Salary		Annual Salary		40 Hr/Wk Hourly
Fire Chief [12.5% above Deputy Chief]	One Step		\$	24,680	\$	296,157	\$	142.38
Deputy Chief (Deputy Chief & Emergency Management Chief) [12.5% above Directors]	One Step		\$	21,938	\$	263,250	\$	126.56
Directors (Finance, HR, IT & Support Services) [20% above Dep Dir]	One Step		\$	19,500	\$	234,000	\$	112.50
Deputy Directors (HR, Controller) [Assistant Chief Rate]	One Step		\$	16,250	\$	195,000	\$	93.75
Deferred Comp (no match reg)		<u>nthly</u>		<u>Annual</u>				
Fire Chief	\$	350	\$	4,200				
Deputy Chiefs	\$	440	-	5,280				
Directors & Deputy Directors	4.5% or	4.5% or \$400/month, whichever is greater						
Longevity Schedule (monthly)	Fire Chie	f	Dep	outy Chief	Dir	ectors	Dep	uty Directors
5 - 9 years @ 2% of current wage	\$	494	\$	439	\$	390	\$	325
10 - 14 years @ 4% of current wage	\$	988	\$	878	\$	780		650
15 - 19 years @ 6% of current wage	\$	1,481	\$	1,317	\$	1,170	\$	975
20 - 24 years @ 8 % of current wage	\$	1,975	\$	1,756	\$	1,560	\$	1,300
25 - 29 years @11% of current wage	\$	2,715	\$	2,414	\$	2,145	\$	1,788
30+ years @ 13% of current wage	\$	3,209	\$	2,852	\$	2,535	\$	2,113
Hours worked per year	r	2,080						
Sick leave hours per month		2,000						
HRA or VEBA Contribution	Anr	nual						
Fire Chief, Directors & Deputy Directors (HRA)	\$	4,000						
Deputy Chiefs (VEBA)	\$	2,208						
Medical Cap								
100% for 2024	Initials		I	Reviewed By Fire Chief		Date		
				HR Director airman/Board				



Agenda Date: February 26, 2024

Item Title: Benaroya 1019-200 Lease Agreement

Attachments: Benaroya 1019-200 Lease Agreement

Submitted by: Chief Morrow

### **RECOMMENDED ACTION BY THE BOARD:**

- First reading
- Second reading
- Motion to approve
- C For information only
- O Other:

### SUGGESTED MOTION:

"I move to approve the Fire Chief to sign and execute the 1019-200 Lease Agreement, contingent on the final approval of the AOC Annex Shared Office Space Addendum with Graham Fire."

### SUMMARY:

As shared previously, the District has been working with Graham Fire on ways to co-locate our collective staff, especially those staff that are part of other Addendum, such as the Joint Communications and Outreach Addendum.

The District has identified an additional space at the Benaroya complex that would fill this need, provides for extreme flexibility via a short-term lease, does not require major tenant improvements, and is cost effective for both the District and Graham Fire.

Finally, this lease also allows for flexible lease extension parameters, should the District want to extend the time it desires using the space.

### FINANCIAL IMPACT:

This is a shared cost arrangement with Graham Fire, as indicated in the AOC Annex Shared Office Space Addendum, with the combined lease pricing (base plus triple N's) of \$35,279.50 per month.

### **OFFICE LEASE**

THIS LEASE AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 20\_, by and between Benaroya Capital Company, LLC, a Washington Limited Liability Company (the "Lessor") and CENTRAL PIERCE FIRE & RESCUE (the "Lessee").

1. **Premises**. Lessor does hereby lease to Lessee those certain premises, to wit: approximately 15,257 rentable square feet of office space on the second(2nd) floor, Suite 200, as outlined on the Floor Plan attached hereto as Exhibit C (the "Premises") in the Building known as the West Building of South Hill Business & Technology Center located at 1019 39th Avenue SE in Puyallup, Washington and depicted on the Site Plan attached hereto as Exhibit B situated on land legally described on Exhibit A attached hereto and incorporated herein. The multiple building project of which the "Building" is a part is hereafter sometimes referred to as the "Project". In addition, the Lessee has the right, in common with other tenants in the Project and subject to the Rules and Regulations, to use of the Common Areas. Lessee accepts the Premises in its current "as is" condition.

### 2. **Term.**

**2.1 Initial Term.** This Lease shall be for a term of approximately twenty-seven t months (27) months and 22 days commencing on March 1, 2024 (the "Commencement Date") and terminating on June 22, 2026.

**2.2 Possession.** Lessor will deliver possession of the Premises in its current as-is condition and with the addition of new Building Standard carpet and paint.

3. <u>Monthly Minimum Rent</u>. Lessee covenants and agrees to pay Lessor at 9675 SE 36<sup>th</sup> Street, Suite 115, Mercer Island, WA 98040, or to such other party or at such other place as Lessor may hereafter designate, Monthly Minimum Rent in the following amounts according to the schedule below and Additional Rent, as provided in Section 9, in advance on or before the first (1st) day of each month of the Lease Term. Any amount payable by Lessee to Lessor under this Lease shall be considered "Rent":

Period:	Monthly Minimum Rent (Base Rent):
March 1, 2024, through June 22, 2024	\$23,521.21 per month NNN
June 23, 2024, through June 22, 2025	\$24,226.85 per month NNN
June 23, 2025, through June 22, 2026	\$24,953.65 per month NNN

- 4. <u>**Prepaid Rent Deposit**</u>. Lessee has deposited with Lessor on the date hereof Twenty-Three Thousand Five Hundred Twenty-One and 21/100 Dollars (\$23,521.21) to be applied to the Monthly Minimum Rent for the first month of the Lease. Lessor waives any requirement for a security deposit, and Lessee shall not be required to pay or post any security deposit.
- 5. <u>Use</u>. Lessee may use and occupy the Premises for the purpose of Lessee's administrative offices, public meetings (which will commence at 6:00 pm or later, emergency operations center, training,

and other uses related to Lessee's business, and for no other purposes, without prior written consent of Lessor, in Lessor's sole discretion and shall comply with all governmental laws, ordinances, regulations, orders and directives and insurance requirements applicable to Lessee's use of the Premises. Lessee shall not occupy or use or permit any portion of the Premises to be occupied or used in such a manner or for any purpose which would increase the cost of insurance coverage upon the Premises, the building or the contents thereof.

6. <u>**Rules and Regulations**</u>. Lessee agrees to comply with any Rules and Regulations attached hereto as Exhibit D, any recorded Covenants, Conditions and Restrictions affecting the Project that Lessor has provided a copy to Lessee, as well as such other reasonable rules and regulations as may from time to time be adopted by Lessor and a copy thereof provided to Lessee for the management, good order and safety of common areas, the building and its Lessee(s). Lessee shall be responsible for the compliance with such rules and regulations by its employees, agents and invitees. Lessor's failure to enforce any of such rules and regulations against Lessee or any other Lessee shall not be deemed to be a waiver of same.

### 7. <u>Maintenance and Repairs</u>.

A. Lessee Obligations. Following delivery of possession of the Premises to Lessee, Lessee shall, at its expense, keep Lessee's occupancy of the Premises reasonably neat and orderly, and maintain Lessee's Furnishings, Fixtures, and Equipment in good condition, reasonable wear and tear and casualty excepted. Lessee shall, upon the expiration or sooner termination of the term hereof, surrender the Premises to Lessor as provided in Section 27 below, in materially the same condition as when received, reasonable wear and tear, alterations by Lessor, approved alterations by Lessee, and casualty excepted. Lessee shall repair or shall pay for Lessor's reasonable costs to repair any damage to the Premises, Building, or Project caused by Lessee or its employees, officers, agents, contractors, visitors, guests, licensees, or invitees. Notwithstanding anything in this section or otherwise to the contrary, Lessee shall not be responsible for the cost of any repairs for damage by Lessor or its employees, officers, agents, contractors, visitors, guests, licensees, or invitees. Lessee shall not alter, remodel, improve, repair, decorate or paint the Premises or any part thereof without first obtaining the prior written permission of Lessor, which shall not be unreasonably withheld, conditioned, or delayed.

B. Lessor Obligations. Lessor shall maintain and repair (including replacement) the Premises and all parts of the Building, including but not limited to the plumbing, heating, ventilating, air conditioning, elevator and electrical systems furnished by Lessor, and the Project, including but not limited to all improvements and landscaping located thereon, in good condition, reasonable wear and tear excepted. The cost of such maintenance, repair and replacement will be amortized over its useful life and included as an Operating Expense. Lessor shall not be liable for any failure to make any such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Lessor by Lessee. There shall be no abatement of rent and no liability of Lessor by reason of any injury to or interference with Lessee's business arising from the making of any repairs, alterations or improvements in or to any portion of the Building or the Premises or in or to fixtures, appurtenances and equipment therein; provided that Lessor shall minimize interference with Lessee's business, and Lessor shall be liable for any damage to Lessee's Furnishings, Fixtures, and Equipment caused by Lessor or its employees, officers, agents, contractors, visitors, guests, licensees, or invitees. Lessee waives the right, if any, to make repairs at Lessor's expense under any law, statute or ordinance now or hereafter in effect.

- 8. <u>Utilities and Fees</u>. It is Lessor's policy that utilities and services be furnished as set forth in Exhibit E hereto. Lessor's failure to furnish any of such items shall not result in any liability to Lessor, except to the extent such failure is the result of the negligence or other wrongful act or omission of Lessor or its employees, officers, agents, contractors, visitors, guests, licensees, or invitees. Lessee shall not be entitled to any abatement or reduction of rent by reason of such failure, and no eviction of Lessee shall result from such failure. Lessor shall separately monitor electrical for the Premises, and Lessee shall pay all charges so metered as a component of Additional Rent as described below in Section 9.
- 9. Additional Rent and Monthly Operating Expense Adjustments. For each calendar year during this Lease, or portion thereof, in addition to the Monthly Minimum Rent as provided in Paragraph 3 above, Lessee shall also pay "Additional Rent". The term "Additional Rent" means: "any amount in addition to Monthly Minimum Rent payable by Lessee under this Lease including Lessee's pro rata share of Operating Expenses for each year." Lessor shall estimate, from time to time, Lessee's payment amount. This estimated amount shall be divided into equal monthly installments, one payable with each installment of the Monthly Minimum Rent. As soon as practical following each calendar year, Lessor shall prepare an accounting of actual Operating Expenses incurred during the prior calendar year and such accounting shall reflect Lessee's pro rata share. If the Additional Rent paid by Lessee under this Section 9 during the preceding calendar year was less than the actual amount of Lessee's pro rata shares of Operating Expenses, Lessor shall notify Lessee and Lessee shall pay such amount to Lessor within thirty (30) days of receipt of such notice. If Lessee's payments were greater than the actual amount due, then such overpayment shall be credited by Lessor to all present Additional Rent next due under this Section 9 or refunded to Lessee within thirty (30) days of the statement if the Lease has expired or been terminated.

For the purposes of this Paragraph 9, "Operating Expenses" shall include, but not be limited to:

Real Estate taxes and assessments together with any assessments levied by the Owner's Association, if any, all costs of management, operation, maintenance and repair (including replacement) of the Premises, the building and the Land, including without limitation the following: all charges for light, heat, water, sewer, garbage, fire protection, and other utilities and services attributable to the Premises, and all license fees and other governmental charges levied on Lessee's property and the operation of Lessee's business on the Premises; wages and salaries of employees; janitorial, cleaning, maintenance of building exterior, roofing, parking, landscaping, and all common areas and facilities, and other services; electricity, water, waste disposal and other utilities; heating, ventilating and air conditioning; materials and supplies; painting, repairs and other maintenance; insurance; all real and personal property taxes, assessments, and charges levied upon or with respect to the Land, the Building or Lessor's interest in the same; and depreciation on personal property, management fees; expenses incurred to operate an on-site management office; and other costs directly attributable to the management of the property. If any portion of the Property, or any system or equipment is replaced by Lessor, the cost of such replacement will be amortized over its useful life and included as an Operating Expense.

Even after this Lease has expired or been terminated, when final determination is made of Lessee's pro rata share of Operating Expenses for the year in which this Lease expires or terminates, Lessee

shall immediately pay any shortfall due. Conversely, any overpayment made shall be rebated by Lessor to Lessee, unless Lessee at that time is indebted to Lessor.

The determination of Lessee's pro rata shares of actual costs and estimated costs allocable to the Premises shall be made by Lessor. Expenditures common to the Project will be allocated to Lessee based on its prorata share of space within the Project. Expenditures that are not common to the Project will be allocated to Lessee based on its estimated usage or other method reasonably determined by Lessor, including 100% of the expenditures. Lessor or its agent shall keep records showing all expenditures made for the items enumerated above, which records shall be available for inspection and review by Lessee. The Lessee shall have the right, at reasonable times and upon reasonable prior notice to the Lessor to review the Lessor's records relating to the actual costs and estimated costs allocable to the Premises for a particular Lease Year, which review must be conducted within six (6) months after Lessee's receipt of the statement of actual costs allocable to the Premises for that particular Lease Year. If such review is not conducted within such six (6) month period, then the matters set forth in the statement of actual costs allocable to the Premises for that particular Lease Year shall be deemed conclusive. The Lessee shall pay the costs and expenses of such review unless such review reveals that the Lessor has overstated the Operating Expenses or amount charged to Lessee for the Lease Year in question by an amount equal to five percent (5%) or more for that particular Lease Year in which event in addition to crediting 100% of the amount of any overpayment of Additional Rent (or refunding the overpayment to Lessee within 30 days if the Lease has expired or been terminated) the Lessor shall pay up to \$1,000 in payment of the actual and reasonable costs incurred by Lessee in the performance of such review.

10. Lessor's Reservations. Lessor reserves the right: (a) to inspect the Premises, and to show them to prospective Lessees, partners or lenders, in each case with such prior notice to Lessee as may be reasonable under the circumstances, and if they are vacated, to prepare them for re-occupancy; (b) to retain at all times and to use in appropriate instances keys to doors within and into the Premises; (c) to make repairs, alterations, additions or improvements, whether structural or otherwise, in or about the building, and for such purposes to enter upon the Premises and during the continuance of any work, to close common areas and to interrupt or temporarily suspend building services and facilities, all without affecting any of Lessee's obligations hereunder, so long as the Premises are reasonably accessible and have power, water, sewer, and HVAC; and (d) generally to perform any act relating to the safety, protection and preservation of the Premises or building. In exercising its reserved rights, Lessor shall not unreasonably interfere with Lessee's operations on the Premises, and shall not damage Lessee's Furniture, Fixtures, or Equipment.

### 11. INTENTIONALLY OMITTED

12. <u>Assignment and Subletting</u>. Lessee shall not either voluntarily or by operation of law assign, transfer, convey or encumber this Lease or any interest under it, or sublet its right to occupy or use all or any portion of the Premises without Lessor's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. Among the criteria to be used by Lessor in evaluating a request for assignment or subletting will be (i) the proposed use of the Premises; (ii) the anticipated impact, if any, on parking; (iii) the financial capacity of the assignee/sublessee to perform the obligations under this Lease; (iv) the compatibility of the proposed user with the remainder of the tenants and operation of the Building. Lessor reserves the right to recapture the Premises or applicable portion thereof in lieu of giving its consent by notice given to Lessee within twenty (20) days after receipt of Lessee's written request for assignment or subletting; provided that within thirty (30) days after Lessee's receipt of Lessor's notice Lessee may give written notice to Lessor withdrawing its request to assign or sublet and thereby cancel any recapture by Lessor.

Such recapture shall terminate this Lease as to the applicable space effective on the prospective date of assignment or subletting, which shall be the last day of a calendar month and not earlier than sixty (60) days after receipt of Lessee's request hereunder. In the event that Lessor shall not elect to recapture and shall thereafter give its consent, Lessee shall pay Lessor a reasonable fee, not to exceed One Thousand and No/100 Dollars (\$1,000.00) to reimburse Lessor for processing costs incurred in connection with such consent. Lessor's consent shall not release or discharge Lessee from future liability under this Lease unless otherwise agreed by Lessor and Lessee and shall not waive Lessor's right to consent to any future assignment or sublease. Any assignment or subletting without Lessor's consent shall be void and shall, at Lessor's option, constitute a default under this Lease. A transfer by the present majority shareholders of ownership or control of a majority of the voting stock of a corporate Lessee, or the change in form of entity of the Lessee, shall be deemed an assignment.

The Lessee shall not assign its interest in or under this Lease for security purposes, nor shall the Lessee grant any security interest, lien or encumbrance against its interest in this Lease or in or to any property in or affixed to the Premises without the prior written consent of the Lessor, which consent shall be granted, withheld or conditioned in Lessor's sole discretion. In no event shall the Lessee grant, or allow to exist, any security interest in, or lien or encumbrance against the fee title to the Premises, the building in which the Premises is located or the real property on which the building is located.

- 13. Alterations. After obtaining the prior written consent of Lessor, which shall not be unreasonably withheld, conditioned, or delayed, Lessee may make minor alterations, additions and improvements in said Premises (so long as such alterations, additions or improvements are not structural in nature and not visible from the exterior of the Premises) at its sole cost and expense. All such alterations, additions or improvements shall become the property of Lessor immediately upon installation in the Premises and shall be conclusively presumed to have been conveyed by Lessee to Lessor under this Lease as a bill of sale, without compensation, allowance, or credit to Lessee. Lessee agrees to save Lessor harmless from any damage, loss, or expense arising from the construction of any alterations, additions and improvements and to comply with all laws, ordinances, rules and regulations and to provide Lessor with an unconditional lien waiver from the general contractor and any subcontractors prior to the commencement of the work. Unless otherwise agreed to in writing by the parties with respect to a particular alteration or improvement, upon termination of this Lease, all alterations, additions and improvements made in, to or on the Premises (including without limitation all electrical, lighting, plumbing, heating, air conditioning, and communications equipment and systems, doors. windows, partitions, drapery, carpeting, shelving, counters, and physically attached fixtures unless excluded by written agreement annexed hereto), shall remain and be surrendered as a part of the Premises; provided however, Lessee shall not remove its furnishings, equipment, cabling and systems, including the back-up generator, if any, unless otherwise specified and agreed in conjunction with termination. Lessee will not additions, alterations, or improvements made to the leased premises. Any remove removal done by the Lessee that creates damage to the premises will be repaired and Lessee will restore the Premises to is original condition at Lessee's sole cost and expense prior to expiration of the Term. Lessee will take whatever actions that are required by the City of Puyallup, if any, to enable the building to continue to be fully functional after the removal of the generator.
- 14. <u>Liens</u>. Lessee shall keep the Premises free from any liens arising out of any work performed, materials furnished, equipment supplied, or obligations incurred by or on behalf of Lessee. No

work performed, material furnished, equipment supplied, or obligations incurred by or on behalf of Lessee shall be deemed to be for the immediate use and benefit of Lessor so that no mechanic's lien or other lien shall be allowed against Lessor's estate in the premises. Lessee shall provide, at Lessee's own cost, waivers of lien signed by any party (including the Lessee) who performs work, furnishes materials, or supplies equipment to the Premises. Lessor may require, at Lessee's sole cost and expense, a lien release and completion bond in an amount equal to either the actual contract price or one and one-half times the estimated cost of any improvements, additions or alterations in the Premises which Lessee desires to make, to insure Lessor against any liability for lien and to insure completion of the work.

15. <u>Signs</u>. Lessor will provide Lessee with Building standard lobby and directory signage and a sign on the exterior of the Building, including power to the exterior locations. The cost of signage will be paid from the Tenant Improvement Allowance as described in Exhibit F. All signs or symbols placed by Lessee in the windows and doors of the Premises, or upon any exterior part of the building, shall be subject to Lessor's prior written approval, and subject to City of Puyallup sign codes. Prior to termination of this Lease, Lessee will remove all signs placed by it upon the Premises and will repair any damages caused by such removal.

### 16. **Insurance**.

A Lessor's Insurance. All insurance maintained by Lessor shall be for the sole benefit of Lessor and under Lessor's sole control. Lessor agrees to maintain property insurance insuring the building against damage or destruction due to risk including fire, vandalism, and malicious mischief in an amount not less than one hundred (100%) (or such greater percentage as may be necessary to comply with the provisions of any co insurance clauses of the policy) of the replacement cost thereof, in the form and with deductibles and endorsements as selected by Lessor. At its election, Lessor may instead (but shall have no obligation to) obtain "All Risk" coverage, and may also obtain earthquake, pollution, and/or flood insurance in amounts selected by Lessor. Lessor shall not be obligated to insure, and shall have no responsibility whatsoever for any damage to, any furniture, machinery, goods, inventory or supplies, or other personal property or fixtures which Lessee may keep or maintain in the Premises, or any leasehold improvements, additions or alterations within the Premises, except to the extent caused by the negligence, willful misconduct, or other wrongful act or omission of Lessor or its employees, agents, contractors, etc.

B Lessee's Insurance. Lessee shall, at its sole expense, purchase and keep in force during the Term of this Lease the following:

i. Property Insurance. Property insurance on all personal property and fixtures of Lessee and all improvements, additions or alterations made by or for Lessee to the Premises for such risks and in such amounts as determined by Lessor in its sole and absolute discretion.

ii. Liability Insurance. Commercial general liability insurance in the amount of not less than Two Million Dollars (\$2,000,000.00) combined single limit per occurrence and Two Million Dollars (\$2,000,000.00) in the annual aggregate, covering bodily injury, personal and advertising injury and property damage liability occurring in or about the Premises or arising out of the use and occupancy of the Premises and the Building, and any part of either, and any areas adjacent thereto, and the business operated by Lessee at the Premises. Such insurance shall (1) include contractual liability coverage insuring all of Lessee's indemnity obligations under this Lease; (2) be written to apply to all bodily injury (including death), property damage or loss (broad form), fire legal liability, products completed operations, medical payments, personal and advertising injury and other covered loss, however occasioned; (3) shall provide for the severability of interests of insureds; and (4) shall be written on an "occurrence" basis, which shall afford coverage for all claims based on acts, omissions, injury and damage, which occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period. The policy shall include an endorsement providing that the general aggregate limit shall be on a per location basis, to include the leased premises.

iii. Workers' Compensation Insurance. Lessee shall maintain all required coverages including employer's liability at a limit of not less than \$1,000,000.iv. Auto Liability Insurance. Lessee shall maintain auto liability for all owned, non-owned and hired autos at a limit of not less than \$1,000,000 per accident.

v. General Insurance Requirements. All coverages described in this section shall (1) name Lessor, Lessor's property manager, and the members, managers, partners, trustees, officers, directors, shareholders, parents affiliates and subsidiaries of Lessor, its representatives, assigns, licensees, beneficiaries, agents and employees (the "Lessor Entities") as additional insured on the commercial general liability policy and as additional insured/loss payee on the property insurance policy with respect to Lessor's interest in improvements and alterations; (2) be issued by an insurance company rated A:VII or better in "Best's Insurance Guide" and authorized to do business in the State of Washington; (3) be primary and provide that any insurance coverage maintained by Lessor shall be considered excess and non-contributing to the policies required by this section; (4) endeavor to provide Lessor with forty-five (45) days' notice of cancellation or change in terms (ten (10) days for cancellation due to non-payment of premium); and (5) waive all rights of subrogation by the insurance carrier against Lessor. The policies of insurance or certificates thereof shall be delivered to Lessor by Lessee upon the earlier of (x) Lessee's possession of the Premises, or (y) the Commencement Date of this Lease, and upon each renewal of such insurance throughout the term of this Lease. The coverage afforded to Lessor must be at least as broad as that afforded to Lessee and may not contain any terms, conditions, exclusions or limitations applicable to Lessor that do not apply to Lessee. If at any time during the Term the amount or coverage of insurance which Lessee is required to carry under this section is, in Lessor's reasonable judgment, materially less than the amount or type of insurance coverage typically carried by Lessees of properties located in the general area in which the Premises are located, or if Lessee's use of the Premises changes with or without Lessor's consent, Lessor shall have the right to reasonably require Lessee to reasonably increase the amount or change the types of insurance coverage required under this section. If Lessee fails to procure such insurance, or to deliver such policies or certificates, Lessor may, at Lessor's option and in addition to Lessor's other remedies in the event of a default by Lessee hereunder, procure and maintain insurance for such items and interests to protect Lessor in such amounts as Lessor may determine to be appropriate and any and all premiums paid or payable by Lessor therefore shall be deemed to be additional rent and shall be due on the payment date of the next installment of Rent hereunder.

vi Increase in Insurance Premium. Notwithstanding anything in this Lease to the contrary, Lessee shall not keep, use, sell or offer for sale in or upon the Leased Premises any article, nor conduct any activities or operations, which are or may be prohibited by Lessor's insurance carriers. Lessee shall pay any increase in premiums for property or liability insurance maintained by Lessor resulting from Lessee's use or occupancy of the Leased Premises, whether or not Lessor has consented thereto. In the event of such increased insurance premiums to Lessor, Lessee also shall pay immediately to Lessor an amount equal to any additional premium on the insurance policy or policies that Lessor may carry for its protection against loss resulting from any insured event. In determining whether increased premiums are the result of Lessee's use or occupancy of the Leased Premises, the rates and premiums determined by the organization setting the insurance premiums shall be conclusive evidence of the several items and charges which make up the insurance premiums. Lessor shall deliver bills for such additional amounts to Lessee at such times as Lessor may elect, and Lessee shall immediately pay Lessor therefor.

vii Lessee's Contractor. Lessee's contractor shall, at its own cost and expense, keep and maintain in full force and effect, a policy of comprehensive/commercial general liability insurance on an occurrence form, including but not limited to premises and operations; blanket contractual; products/completed operations; owner's and contractor's protective; employer's contingent liability or stop gap; personal injury insuring contractor's activities with respect to the Leased Premises, against claims of bodily injury or death or property damage or loss, with a limit of not less than two million dollars (\$2,000,000) per occurrence and in the general aggregate and include an endorsement providing that the foregoing limit shall apply per project, including the Lessee's Leased Premises. Notwithstanding the foregoing, if during the Lease Term, in Lessor's reasonable judgment, the policy limits required hereunder are no longer adequate to provide reasonable protection to Lessor, Lessor may notify contractor of such inadequacy and an appropriate level of coverage and contractor, within thirty (30) days of receiving such a notice, shall obtain such additional amounts of insurance and provide Lessor with satisfactory evidence thereof. Reference may be made to policy amounts required by other Lessors for similar space and operations in determining what is reasonable protection hereunder. Contractor shall maintain all required Workers Compensation coverages including employer's liability at a limit of not less than one million dollars (\$1,000,000). Contractor shall maintain automobile liability for all owned, nonowned and hired autos at a limit of not less than one million dollars (\$1,000,000) per accident. The insurance required under this Section shall be with companies rated A-VII or better in A.M. Best's Insurance Guide. This insurance shall be primary and non-contributing in nature to Lessor's insurance. Lessor, Lessor's property manager, and the members, managers, partners, trustees, officers, directors, shareholders, parents' affiliates and subsidiaries of Lessor, its representatives, assigns, licensees, beneficiaries, agents and employees (the "Lessor Entities") shall be named as additional insureds. The insurance policy shall bear an endorsement that the policy shall not be cancelled, or the policy limits reduced by endorsement below the coverage required by this Lease for any reason other than nonpayment of premiums except upon forty-five (45) days' prior written notice to Lessor and only after ten (10) days' prior written notice for non-payment of premiums. Contractor shall deliver to Lessor upon the Commencement Date and from time to time thereafter as requested by Lessor copies of all policies of such insurance or certificates thereof showing Lessor as an additional insured and the applicable policy limits thereof. In no event shall the limits of such policies be considered as limiting the liability of contractor under this Lease.

viii. Required Insurance limits will be increased every five years based on the increase in the Consumer Price Index.

### 17. Indemnity Against Liability for Loss or Damage

A. Lessee shall indemnify, hold harmless and defend Lessor from and against all loss, damage or expense which the Lessor may sustain or incur, and against any and all claims, demands, suits and actions whatsoever, including expense of investigation and litigation, on account of injury to or death of persons, including without limitation employees of Lessor, employees of Lessee or its affiliated companies or on account of damage to or destruction of property, including without limitation property owned by and property in the care, custody or control of Lessor during the Term, due to or arising in any manner from:

(i) The acts or negligence of Lessee or any contractor, subcontractor, or agent of Lessee or their respective employees;

- (ii) The condition, use or operation of the Premises and/or materials or substances used by Lessee or any of its contractors, subcontractors or agents of Lessee or by their respective employees, regardless of whether or not furnished by Lessor under this Lease or otherwise;
- (iii) Any damage or injury to persons or property arising out of Lessee's breach of this Lease, including, but not limited to, obligations of Lessee under Section 7, Maintenance.

B. Lessor shall have no liability to Lessee as a result of loss or damage to Lessee's property or for death or bodily injury caused by the acts or omissions of other tenants in the project or by third parties (including criminal acts), except to the extent of the negligence or other wrongful act or omission of Lessor or Lessor Parties.

C. Lessee shall not be obligated to indemnify Lessor for the portion of any claim or liability caused by or arising from the act, omission, or negligence of Lessor or Lessor Parties.

D. Lessee shall have no liability to Lessor as a result of loss or damage to Lessee's property or for death or bodily injury caused by the acts or omissions of other tenants in the project or by third parties (including criminal acts), except to the extent of the negligence or other wrongful act or omission of Lessee or Lessee Parties.

E. It is mutually understood and agreed that the indemnification provided for in this Section 17 shall survive any termination of this Lease.

18. **Damage or Destruction**. If any of the Premises, or a substantial part of the building in which the Premises are located, shall be damaged or destroyed by fire or other insured casualty, and repair of the damage cannot be completed within one hundred eighty (180) days, following receipt by Lessor of actual notice of such damage or destruction Lessor shall have the option either (a) to repair or rebuild within a reasonable time utilizing the insurance proceeds to effect such repair, or (b) not to repair or rebuild, and to cancel this Lease on thirty (30) days' notice. If Lessor fails to give Lessee written notice of its election within thirty (30) days from the date of damage, or if the restoration of the Premises cannot be completed within two hundred seventy (270) days from date of notice, Lessee may cancel this Lease at its option on three (3) days' notice. During the period of untenantability, rent shall abate in the same ratio as the portion of the Premises rendered untenantable bears to the whole of the Premises; provided that if the damage is due to the fault or neglect of Lessee, there shall be no abatement of rent.

If the Premises or the building in which the Premises are located shall be damaged or destroyed by fire or other insured casualty, and repair of the damage can be completed within one hundred eighty (180) days, Lessor shall repair or rebuild within a reasonable time utilizing the insurance proceeds to affect such repair.

If any part of the Premises or the building in which the Premises are located shall be damaged or destroyed by an uninsured casualty Lessor shall have the option either (a) to repair or rebuild within a reasonable time, or (b) not to repair or rebuild, and to cancel this Lease on thirty (30) days' notice. In the event of cancellation by Lessor as a result of an uninsured casualty, Lessee shall have the right, within five (5) days following Lessor's notice of cancellation, to override such cancellation

by agreeing to repair the damage at Lessee's sole cost and expense. In such event, the Lessee shall repair or rebuild within a reasonable time following the damage or destruction.

- 19. **Eminent Domain.** If the whole of the Premises shall be taken by any public authority under the power of eminent domain, or purchased by the condemner in lieu thereof, then the term of this Lease shall cease as of the date possession is taken by such public authority. If only part of the Premises shall be so taken, the Lease shall terminate only as to the portion taken, and shall continue in full force and effect as to the remainder of said Premises, and the monthly rent shall be reduced proportionately; provided, however, the remainder of the Premises cannot be made tenantable for the purposes for which Lessee has been using the Premises or if more than twenty-five percent (25%) of the rentable square footage of the Premises shall be so taken, then either party, by written notice to the other, given at least thirty (30) days prior to the date that possession must be surrendered to the public authority, may terminate this Lease effective as of such surrender of possession. If any part of the building other than the Premises shall be so taken so as to render in Lessor's opinion the termination of this Lease beneficial to the remaining portion of the building, Lessor shall have the right within sixty (60) days of said taking to terminate this Lease upon thirty (30) days written notice to Lessee. In the event of any taking, whether whole or partial, Lessor shall be entitled to all awards, settlements, or compensation which may be given for the land and buildings. Lessee shall have no claim against Lessor for the value of any unexpired term of this Lease. Lessee shall have the right to seek an independent and separate award from the condemning authority for relocation benefits and for any tangible personal property of the Lessee taken so long as such award does not diminish the amount of the award payable to Lessor.
- 20. **Insolvency**. If Lessee shall be declared insolvent or bankrupt, or if Lessee's leasehold interest herein shall be levied upon or seized under writ of any court of law, or if a trustee, receiver or assignee be appointed for the property of Lessee, whether under operation of State or Federal statutes, then Lessor may, at its option, immediately, without notice (notice being expressly waived), terminate this Lease and take possession of said Premises.
- 21. **Default and Re-Entry**. If Lessee fails to keep or perform any of the covenants and agreements herein contained, then the same shall constitute a breach hereof. If the breach is Lessee's failure to pay rent or other charges provided for herein, then the Lease is in default upon the occurrence of such breach. If Lessee has not remedied other types of breaches within thirty (30) days after written notice thereof from Lessor, except that if the breach cannot reasonably be cured within such thirty (30) day period, then if Lessee fails to commence to cure within such thirty (30) day period and thereafter, diligently prosecute such cure to completion, then the same shall be a default. Notwithstanding the foregoing, Lessee's failure to comply with the same Lease term or covenant on three (3) occasions during the Term, even if such breach is cured within the applicable cure period, will constitute a default.

Upon and at any time after any default Lessor may, at its option, without further notice or demand:

A. Cure such breach for the account and at the expense of Lessee (including entry upon the Premises to make repairs on behalf of the Lessee where Lessee has failed to make such repairs as required under this Lease) and such expense shall be deemed Additional Rent due on the first of the following month; or

B. Re-enter the Premises, remove all persons therefrom, take possession of the Premises and remove all personal property therein at Lessee's risk and expense and (1) terminate this Lease, or (2) without terminating the Lease, terminate the right of possession hereunder. In either event, any moneys received from Lessee and any deposit or other amounts held by Lessor may first be applied

by Lessor to any damages suffered by Lessor as a result of such default, including without limitation, costs and expenses incurred on re-entry and re-letting, any unamortized tenant improvements and commissions, cleaning, necessary repairs, restoration and alteration, and any commissions incurred on re-letting ("Re-leasing Costs"), and the balance of such amounts may be applied toward payment of other sums due to Lessor hereunder. In the event the Premises are relet for Lessee's account, Lessee shall pay to Lessor monthly any deficiency; however, Lessor shall not be required to pay any excess to Lessee. Upon termination of this Lease or of Lessee's right to possession, Lessor reserves and has the right to recover damages arising from the breach of the Lease from Lessee including, but not limited to: (w) Re-leasing Costs; (x) The Worth (see interest calculation below) of the unpaid rent and other charges provided for herein that had been earned at the time of such termination; (y) The worth of the amount of the unpaid rent and other charges provided for herein that would have been earned for the balance of the term of this Lease after the date of such termination; and (z) Any other amount, including court, attorney and collection costs, necessary to compensate Lessor. "The Worth," as used in Clause (x) above is to be calculated with interest at 18% per year (or, if applicable, at such lower rate as may represent the highest legal limit allowed in the State of Washington). "The worth" as used in Clause (y) above is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of termination. The above remedies of Lessor are cumulative and in addition to any other remedies now or hereafter allowed by law or elsewhere provided for in this Lease.

C. Lessor shall not be liable for damages by reason of the re-entry described in paragraph B, above.

- D. Lessor will be obligated to make a reasonable effort to mitigate damages.
- 22. <u>**Removal of Property**</u>. Any property of Lessee removed by Lessor in accordance with Section 21 above may be stored, sold, or disposed of by Lessor without any additional notice to Lessee at the sole risk and expense of Lessee and without any further responsibility of Lessor. Proceeds therefrom may be applied by Lessor upon any indebtedness due from Lessee to Lessor. Lessee waives all claims for damages that may be caused by Lessor re-entering the Premises and removing or disposing of said property as herein provided.
- 23. <u>Costs and Attorneys' Fees</u>. If there is litigation between the parties concerning this Lease (including any litigation or other proceeding in Bankruptcy Court), the prevailing party shall be entitled to recover from the losing party the cost and expenses of such action, including reasonable collection fees, attorneys' fees (including without limitation the allocated cost of in-house counsel) and court costs, including but not limited to those incurred at and in preparation for discovery (including depositions), arbitration, trial, appeal and review.

Any dispute relating to this Lease shall be brought in the State or Federal Court in the County in which the Premises are located or, at Lessor's election, in King County, Washington; provided, however, that Lessor has the right to initiate binding arbitration conducted by Judicial Dispute Resolution, LLC, in Seattle, Washington.

24. <u>Subrogation Waiver</u>. Lessor and Lessee each herewith and hereby release and relieve the other and waive its entire right of recovery against the other for loss or damage arising out of or incident to the perils of fire, explosion or any other perils described in the "all risk" insurance and the events covered under the property insurance coverages required under this Lease, whether due to the negligence of either party, their agents, employees or otherwise. Each party shall obtain from its respective insurer under each insurance policy that it maintains a waiver of all rights of subrogation which the insurer may have against the other party for claims that are released under this Section 24.

25. <u>Holding Over</u>. If Lessee, with the express consent of Lessor, shall hold over after the expiration of the term of this Lease, Lessee shall remain bound by all the covenants and agreements herein, except that (a) the tenancy shall be from month-to-month and (b) the monthly rent to be paid by Lessee shall be determined by multiplying the monthly rent in effect immediately preceding such expiration times 150%. If Lessee holds possession of the Demised Premises after the expiration of the Lease without the express written consent of Lessor, Lessee shall be at sufferance and (b) the monthly rent to be paid by Lessee shall be the greater of twice the monthly rent in effect immediately preceding such expiration or the total loss to Lessor as a result of Lessee's holdover, if, effective during the term of such holdover, Lessor has leased all or part of the Premises to other Lessee(s). Any such tenancy may be terminated with twenty (20) days prior notice as provided by Washington State law.

In the event of any unauthorized holding over, Lessee shall also indemnify and hold Lessor harmless from and against all liability, losses, claims, causes of action, damages, costs and expenses (including without limitation attorney fees) resulting from Lessee's failure to surrender the Premises, including without limitation claims made by succeeding Lessees resulting from Lessee's failure to surrender the Premises.

Lessee's obligations under this Section 25 shall survive the expiration or termination of this Lease.

### 26. <u>Subordination and Attornment; Mortgage Protection</u>.

A. <u>Subordination-Notice to Mortgagee</u>. At the request of Lessor, Lessee shall promptly execute, acknowledge and deliver, all instruments which may be required to subordinate this Lease to any existing or future mortgages, deeds of trust and/or other security documents on or encumbering the Premises or on the leasehold interest held by Lessor, and to any extensions, renewals, or replacements thereof, provided that the mortgagee or beneficiary, as the case may be, shall agree to recognize this Lease in the event of foreclosure if Lessee is not in material default at such time.

B. <u>Lessee's Certificate</u>. Lessee shall at any time and from time to time within five (5) days after written notice from Lessor execute, acknowledge and deliver to Lessor a statement in writing (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect), and the date to which the rental and other charges are paid in advance, if any; and (b) acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of the Lessor or Lessee hereunder, or specifying such defaults if any are claimed; and (c) setting forth the date of commencement of rents and expiration of the Lease Term hereof; and, (d) such other information as the Lessor shall reasonably require. Any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the Premises of which the Premises are a part.

C. <u>Mortgagee Protection Clause</u>. Lessee agrees to notify any mortgagee and/or trust deed holders, by certified mail, with a copy of any notice of default served upon the Lessor, provided that prior to such notice Lessee has been notified in writing (by way of Notice of Assignment of Rents and Lease, or otherwise) of the addresses of such mortgagees and/or trust deed holders. Lessee further agrees that if Lessor shall have failed to cure such default, then the mortgagees

and/or trust deed holders have thirty (30) days within which to cure such default or if such default cannot be cured within that time, then such additional times as may be necessary if within such thirty (30) days any mortgagee and/or trust deed holder has commenced and is diligently pursuing the remedies necessary to cure such default (including but not limited to commencement of foreclosure proceedings if necessary to affect such cure), in which event this Lease shall not be terminated if such remedies are being so diligently pursued.

- 27. <u>Surrender of Possession</u>. Lessee shall, on or prior to the termination of this Lease or of Lessee's right to possession, remove from the Premises all personal property which Lessee is entitled to remove and those alterations, additions, improvements or signs which may be required by Lessor to be removed, including cabling, pursuant to Sections 13 and 15 above, and shall repair or pay for all damage to the Premises caused by such removal. If Lessee does not remove its personal property then all such property remaining and every interest of Lessee in the same shall be conclusively presumed to have been conveyed by Lessee to Lessor under this Lease as a bill of sale, without compensation, allowance, or credit to, Lessee; however, unless approved by Lessor, this shall not eliminate Lessee's obligation to remove the personal property and repair any damage caused by such removal. Lessee shall upon termination of this Lease or of Lessee's right of possession, deliver all keys to Lessor and peacefully quit and surrender the Premises without notice, neat and clean, and in materially as good condition as when Lessee took possession, reasonable wear and tear and casualty excepted.
- 28. Late Payment and Interest. If any amount due from Lessee is not received in the office of Lessor on or before the third (3rd) day following the date upon which such amount is due and payable, a late charge of five percent (5%) of said amount shall become immediately due and payable, which late charge Lessor and Lessee agree represents a fair and reasonable estimate of the processing and accounting costs that Lessor will incur by reason of such late payment. All past due amounts owing to Lessor under this Lease, including rent, shall be assessed interest at an annual percentage rate of eighteen percent (18%) from the date due until paid.
- 29. <u>Notice</u>. Any notice, communication or remittance required or permitted by this Lease by either party to the other shall be deemed given, served or delivered, in writing, delivered personally or by courier or by telephonic facsimile transmission with automatic confirmation, addressed to the Lessor at the address specified for the payment of rent under Paragraph 3 of this Lease or to Lessee at the Premises or to such other address as either party may designate to the other in writing from time to time.
- 30. <u>No Waiver of Covenants</u>. Time is of the essence of this Lease. Any waiver by either party of any breach hereof by the other shall not be considered a waiver of any future similar or other breach.
- 31. <u>Entire Agreement</u>. It is expressly understood and agreed by Lessor and Lessee that there are no promises, agreements, conditions, understandings, inducements, warranties, or representations, oral or written, express or implied, between them, other than as herein set forth and that this Lease shall not be modified in any manner except by an instrument in writing executed by the parties.
- 32. <u>**Binding on Heirs, Successors and Assigns</u></u>. The covenants and agreements of this Lease shall be binding upon the heirs, executors, administrators, successors and assigns of both parties hereto, except as hereinabove provided.</u>**
- 33. <u>Lessor's Assignment</u>. It is fully understood that Lessor shall have the full right to assign this Lease, without any notice to Lessee, and Lessee will attorn to such assignee, thereby relieving

Lessor from all and any liabilities; provided however, that the assignee assumes all Lessor's responsibilities as set forth in this Lease.

34. **Environmental**. See Rider One attached and incorporated into this Lease by this reference.

### 35. Brokers; Agency Disclosure; Brokerage Relationships.

A. **Payment of Brokers**. Lessor shall pay the commissions due those real estate brokers or agents named below pursuant to separate written agreements. If Lessee has dealt with any other person or real estate broker with respect to leasing or renting space in the Building, Lessee shall be solely responsible for the payment of any fee due said person or firm and Lessee shall hold Lessor free and harmless against any liability in respect thereto, including attorney's fees and costs.

B. <u>Agency Disclosure</u>. At the signing of this Lease Agreement, the Lessor's Leasing Agent, Andrea Peterson, and Michael George, of NAI Puget Sound Properties, represented Lessor. Each party signing this document confirms that the prior oral and/or written disclosure of agency was provided to him/her in this transaction. (As required by WAC 308-124D-040).

- 36. **Force Majeure**. Except for monetary obligations which are specifically excluded from this provision, neither party shall have liability to the other on account of the following acts of "force majeure," which shall include (a) the inability of a party to fulfill, or delay in fulfilling, any of its obligations under this Lease by reason of strike, lockout, other labor trouble, dispute or disturbance; (b) governmental regulation, moratorium, action, inaction, preemption or priorities or other controls, including delays in receipt of permits; (c) shortages of fuel, supplies or labor; (d) any failure or defect in the supply, quantity or character of electricity or water furnished to the Premises by reason of any requirement, act or omission of the public utility or others furnishing the Building with electricity or water; or (e) for any other reason, whether similar or dissimilar to the above, or for act of God, beyond the party's reasonable control. If this Lease specifies a time period for performance of an obligation of a party, that time period shall be extended by the period of any delay in the party's performance caused by any of the events of force majeure described herein.
- 37. <u>Limitation of Liability</u>. The recourse of Lessee to recover any claim against Lessor arising under this Lease shall be limited to Lessor's interest in the building and to the rents, issues and profits from the building. Lessee waives any and all recourse for any such liability against Lessor's members, partners, shareholders, trustees or beneficiaries, or any property or assets of Lessor other than the building.
- 38. **<u>Replacement Lease.</u>** During the term of this Lease, if the parties enter into a new lease for a larger office space elsewhere in the South Hill Business and Technology Center (the "Replacement Lease") and at that time Lessor owns both the building in which the Premises in this Lease is located and the building in which the Premises in the Replacement Lease is located, it is the intention of the parties that this Lease will be terminated upon the commencement of the Replacement Lease.
- 39. **Survival.** The obligations and liabilities of Lessee hereunder, as well as the release, indemnity and attorney fee provisions of this Lease, shall survive the expiration of this Lease and/or the termination of this Lease and/or the termination of Lessee's right of possession.
- 40. <u>Not an Offer</u>. Submission of this document for examination and signature by lessee is not an offer to lease and does not create a reservation or option to lease; no claim for reliance, estoppel, contract, breach of good faith, or other claim can be made based upon the circulation of this Lease.

This document will become effective and binding only upon full execution and delivery by both Lessee and Lessor.

41. **Exhibits**. The following exhibits or riders are made a part of this Lease and are incorporated herein by reference:

Rider One - Environmental Exhibit A - Legal Description of Land Exhibit B - Site Plan Exhibit C - Floor Plan of Premises Exhibit D - Rules and Regulations Exhibit E - Standards for Utilities and Services

LESSOR:

### LESSEE:

### BENAROYA CAPITAL COMPANY, LLC

By: Larry R. Benaroya

Its: Manager

Date:

**CENTRAL PIERCE FIRE & RESCUE** 

(SIGNATURE)

(PLEASE PRINT)
Its:

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

### LANDLORD NOTARY

STATE OF WASHINGTON ) ) ss.

COUNTY OF PIERCE

I certify that I know or have satisfactory evidence that Larry R. Benaroya is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of Benaroya Capital Company,, LLC, a Washington limited liability company, to be the free and voluntary act of such limited liability company for the uses and purposes mentioned in the instrument.

)

DATED: \_\_\_\_\_

(Signature)

(Please print name legibly)

NOTARY PUBLIC in and for the State of Washington, residing at \_\_\_\_\_\_ My commission expires \_\_\_\_\_\_

### TENANT NOTARY (CORPORATION)

) ss.

)

STATE OF

COUNTY OF

I certify that I know or have satisfactory evidence that \_\_\_\_\_\_ is the person who appeared before me, and said person acknowledged that \_\_\_\_\_\_ signed this instrument as the \_\_\_\_\_\_ of \_\_\_\_\_\_, a \_\_\_\_\_\_ corporation, and on oath acknowledged it to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument, and on oath stated that \_\_\_\_\_\_ was authorized to execute this instrument on behalf of such corporation.

DATED: \_\_\_\_\_

(Signature)

(Please print name legibly)

NOTARY PUBLIC in and for the State of

residing at \_\_\_\_\_

My commission expires \_\_\_\_\_

Page 16 of 24

### RIDER ONE EMISSIONS; STORAGE, USE AND DISPOSAL OF WASTE

- a. <u>Emissions</u>. Lessee shall not (i) discharge, emit or permit to be discharged or emitted, any liquid, solid or gaseous matter, or any combination thereof, into the atmosphere, the ground or any body of water, which does or may pollute or contaminate the same, or does or may adversely affect the health or safety of persons, or the use or enjoyment of the Premises; nor (ii) transmit, receive or permit to be transmitted or received, any electromagnetic, microwave or other radiation in, on or about the Premises.
- b. <u>Storage</u>. If, with or without violation of this Lease, Lessee possesses at the Premises any matter described in Section A above or any Hazardous Substances (as defined below), Lessee shall store the same in appropriate leak proof containers and/or areas which comply with all laws and all prudent practices.
- c. <u>**Disposal of Waste**</u>. Lessee shall not keep any trash, garbage, waste or other refuse on the Premises except in sanitary containers and shall regularly and frequently remove same from the Premises. Lessee shall keep all such containers in a clean and sanitary condition. Lessee shall properly dispose of all sanitary sewage and shall not use the sewage system for the disposal of anything except sanitary sewage, nor in excess of capacity. Lessee shall not cause any obstruction in the sewage disposal system.
- d. <u>**Compliance of Law**</u>. Notwithstanding any other provision in the Lease to the contrary, Lessee shall comply with all Laws in complying with its obligations under this Lease, and in particular, Laws relating to the storage, use and disposal of Hazardous Substances (as defined below).
- e. **Indemnification for Breach**. Lessee shall defend, indemnify and hold Lessor, the Project and the holder of a trust deed or mortgage on the Project harmless from any loss, claim, liability or expense, including, without limitation, attorney's fees and costs, at trial and/or on appeal and review, arising out of or in connection with its failure to observe or comply with the provisions of this Rider. This indemnity shall survive the expiration or earlier termination of the term of the Lease or the termination of Lessee's right of possession and be fully enforceable thereafter.
- f. Indemnification Regarding Hazardous Substances. In addition to the indemnity obligations contained elsewhere herein, Lessee shall indemnify, defend and hold harmless Lessor, the Premises, the Project, and the holder of a trust deed or mortgage on the Project, from and against all claims, losses, damages, monitoring costs, response costs, liabilities, and other costs expenses caused by, arising out of, or in connection with, the generation, release, handling, storage, discharge, transportation, deposit or disposal in, on, under or about the Premises by Lessee or any of Lessee's agents of the following (collectively referred to as "Hazardous Substances"): hazardous materials, hazardous substances, toxic wastes, toxic substances, pollutants, petroleum products, underground tanks, oils, pollution, asbestos, PCB's, radioactive materials, or contaminants, as those terms are commonly used or as defined by federal, state, and/or local law or regulation related to protection of health or the environment as any of same may be amended from time to time, and/or by any rules and regulations promulgated thereunder. Such damages, costs, liability and expenses shall include such as are claimed by any regulating and/or administering agency, any ground lessor or master lessor of the Project, the holder of any Mortgage or Deed of Trust on the Project, and/or any successor of the Lessor named herein. This indemnity shall include (i) claims of third parties, including governmental agencies, for damages, fines, penalties, response costs, monitoring costs, injunctive or other relief; (ii) the costs, expenses or losses resulting from any injunctive relief, including preliminary or temporary injunctive relief; (iii) the expenses, including fees of attorneys and experts, of report the existence of Hazardous Substances to an agency of the State of which the Premises is located or of the United States as required by applicable laws and regulations; and (iv) any and all expenses or obligations, including attorney's fees, incurred at, before

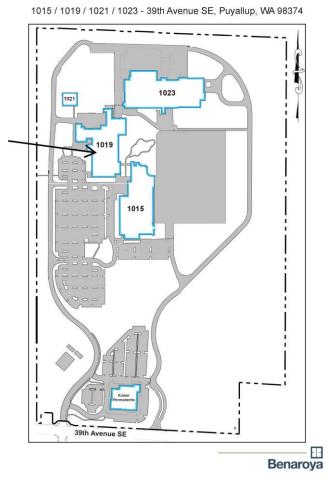
and after any administrational proceeding, trial, appeal and review. This indemnity shall survive the expiration or earlier termination of the term of the Lease or the termination of Lessee's right of possession and shall remain fully enforceable thereafter.

g. <u>Information</u>. Lessee shall give prior written notice to Lessor of any use, whether incidental or otherwise, of Hazardous Substances on the Premises, and shall immediately deliver to Lessor a copy of any notice of any violation of any Law with respect to such use. Lessee shall also provide to Lessor, upon request, with any and all information regarding Hazardous Substances in the Premises, including contemporaneous copies of all filings and reports to governmental entities, and any other information requested by Lessor. In the event of any accident, spill or other incident involving Hazardous Substances, Lessee shall immediately report the same to Lessor and supply Lessor with all information and reports with respect to the same. All information described herein shall be provided to Lessor regardless of any claim by Lessee that it is confidential or privileged.

### EXHIBIT A LEGAL DESCRIPTION OF LAND

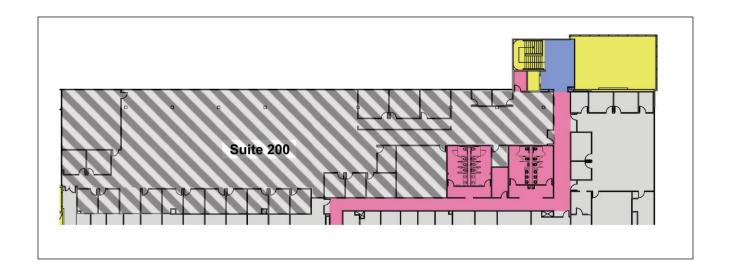
### A PORTION OF THE FOLLOWING AS DEPICTED ON THE SITE PLAN:

Lots 3 of the City of Puyallup Boundary Line Revision No. P-18-0145 recorded May 22, 2019 under Recording No. 201905225002, records of Pierce County, Washington.



### South Hill Business & Technology Center

### EXHIBIT C FLOOR PLAN OF PREMISES



### EXHIBIT D RULES AND REGULATIONS

- 1. Any directory provided by Lessor for the building will be for the display of the name and location of tenants, and Lessor reserves the right to exclude any other names.
- 2. Lessee shall not place any new locks or re-key any existing locks on any doors of the Premises or change any plumbing or wiring without the prior written consent of Lessor. All keys shall be obtained from Lessor and Lessee shall not, from any other source, duplicate keys. Lessee, upon termination of the tenancy, shall deliver to Lessor all keys which have been furnished, or shall pay Lessor the cost of changing the lock(s) opened by any lost key(s) if Lessor deems it necessary to make such change. Lessor, its employees and agents may retain a passkey to the Premises.
- 3. The common area sidewalks, halls, passages, exits, entrances, elevators and stairways shall not be obstructed by Lessee or used for any purpose, including storage or placement of trash, other than for ingress to and egress from the Premises. The halls, passages, exits, entrances, elevators, stairways, balconies and roof are not for the use of the general public and Lessor shall in all cases retain the right to control and prevent access thereto by all persons whose presence, in the judgment of Lessor, shall be prejudicial to the safety, character, reputation and interests of the Building and its tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom Lessee normally deals in the ordinary course of Lessee's business, unless such persons are engaged in illegal activities, intoxicated or violate any of these Rules and Regulations. Lessee, Lessee's employees or invitees shall not go upon the roof of the building.
- 4. Lessee shall not make or permit any use of the Premises which may emit noise, odor or vibrations from the Premises which are objectionable to Lessor or other occupants of the Building. Lessee shall not use or permit any part of its Premises to be used for lodging or sleeping.
- 5. The toilet rooms, urinals, washbowls and other apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the Lessee who, or whose employees or invitees, shall have caused it.
- 6. Lessee shall not use or keep in the Premises or the building, any kerosene, gasoline or flammable or combustible fluid or materials, or use any method of heating or air conditioning other than supplied by Lessor.
- 7. Lessee shall not do or permit to be done within the Premises anything which would unreasonably annoy or disturb or interfere with the rights of other tenants of the Building. Lessee shall not solicit or canvass any occupant of the building.
- 8. Lessee shall not commit or permit to be committed any waste, damage or injury to the Premises or other premises within the Building, or common areas within and adjoining the Building. Such waste, damage or injury shall be repaired at Lessee's own expense.
- 9. Lessee shall not waste electricity or water and agrees to cooperate fully with Lessor to assure the most effective and economical use of utility services provided to the Building by Lessor.

- 10. Lessee shall keep Lessor advised of the current telephone numbers of Lessee's employees who may be contacted in emergency, i.e., fire, break-in, vandalism, etc. If Lessor shall deem it necessary to respond to such emergency in Lessee's behalf, Lessee shall pay all costs incurred for services ordered by Lessor to secure or otherwise protect the Premises and the contents thereof, including a premium charge for any time spent by Lessor's employees in responding to such emergency.
- 11. Lessee shall see that the doors of the Premises are closed and securely locked before leaving the Building and must observe strict care and caution that all water faucets or water apparatus are entirely shut off before Lessee's employees leave the Premises, and that all electricity shall be shut off, so as to prevent waste or damage, and for any default or carelessness, Lessee shall make good all injuries sustained by Lessor, other tenants, or occupants of the Building.
- 12. Lessee shall not place upon or install on, or besides, the windows, walls or exterior doors of the Premises or any part of the Premises visible from the exterior of the Premises any object including without limitation signs, symbols, canopies, awnings, window coverings or other advertising or decorative material, without obtaining the prior written consent of Lessor.
- 13. Lessee shall not mark, drive nails, screw, or drill into the partitions, woodwork or plaster, or in any way deface the Premises or any part thereof. Lessee shall not bore holes, cut or string wires, or lay floor tile, carpet or other floor covering in or around the Premises in any manner, except as approved in writing by Lessor. The expense of repairing any damage resulting from a violation of this rule or removal of any floor covering shall be borne by the Lessee by whom, or by whose contractors, employees, or invitees, the damage shall have been caused.
- 14. Lessee agrees that is shall comply with all fire, life safety, security and other regulatory policies and procedures that may be issued from time to time by Lessor.
- 15. Without the written consent of Lessor, Lessee shall not use the name of the building in connection with or in promoting or advertising the business of Lessee, except as Lessee's address.
- 16. Any damage done to the building by moving or maintaining any safe or other property shall be repaired at the expense of Lessee. There shall not be used in any space, or in the public halls of the Building, either by Lessee or others, any pallet jacks or hand trucks, except those equipped with rubber tires and side guards.
- 18. Lessee shall not employ or permit access to any person(s) for the purpose of cleaning the Premises unless otherwise agreed to by Lessor. Lessee shall not cause any unnecessary labor by reason of Lessee's carelessness or indifference in the preservation of good order and cleanliness. Lessor shall in no way be responsible to Lessee for any loss of property on the Premises, however occurring, or for any damage done to the effects of Lessee by the janitor or any other employee or any other person.
- 19. If the Premises are equipped with heating facilities separate from those in the remainder of the building, Lessee shall keep the leased Premises at a temperature sufficient to prevent freezing of water in pipes and fixtures.
- 20. Lessor reserves the right, by written notice to Lessee, to rescind, substitute, alter or waive any rule or regulation at any time prescribed for the building when, in Lessor's judgment, it is necessary, desirable or proper for the best interest of the building and its tenants.
- 21. Lessee may not bring any animals into the building or Premises except for those that are utilized for service to the handicapped.

### EXHIBIT E STANDARDS FOR UTILITIES AND SERVICES

The following Standards for Utilities and Services are in effect. Lessor reserves the right to adopt nondiscriminatory modifications and additions hereto.

- 1. Non-attended automatic elevator facilities Monday through Friday, except holidays, from 8 a.m. to 6 p.m., and have one elevator available at all other times.
- 2. Utilities will be provided 24/7/365. Electrical use will be monitored and paid as provided in Section 8 of the Lease. Lessee agrees to cooperate fully at all times with Lessor, and to abide by all reasonable regulations and requirements which Lessor may prescribe for the proper function and protection of said air conditioning system. Lessee agrees not to connect any apparatus, device, conduit or pipe to the building chilled and hot water air conditioning supply lines. Lessee further agrees that neither Lessee nor its, employees, agents, visitors, licensees or contractors shall at any time enter mechanical installations or facilities of the building or adjust, tamper with, touch or otherwise in any manner affect said installations or facilities. The cost of maintenance and service calls to adjust and regulate the air conditioning system shall be charged to Lessee's failure to comply with its obligations under this section. Such work shall be charged at hourly rates equal to then-current journeymen's wages to air conditioning mechanics.
- 3. During the usual business hours on business days, electric current as required by the building standard office lighting and fractional horsepower office business machines. Lessee agrees, should its electrical installation or electrical consumption be in excess of the aforesaid quantity or extend beyond normal business hours, to reimburse Lessor monthly for the measured consumption at the average cost per kilowatt hour charged to the building during the period. If a separate meter is not installed at Lessee's cost, such excess costs will be established by an estimate agreed upon by Lessor and Lessee, and if the parties fail to agree, as established by an independent licensed engineer. Lessee agrees not to use any apparatus or device in, or upon, or about the Premises which may in any way increase the amount of such services usually furnished or supplied to said Premises, and Lessee further agrees not to connect any apparatus or devise with wires, conduits or pipes, or the other means by which such services are supplied, for the purpose of using additional or unusual amounts of such services without the prior written consent of Lessor. Should Lessee use the same to excess, the refusal on the part of Lessee to pay upon demand of Lessor the amount established by Lessor for such excess charge shall constitute a breach of the obligation to pay rent under this Lease and shall entitle Lessor to the rights therein granted for such breach. At all times Lessee's use of electric current shall never exceed the capacity of the feeders to the building or the risers or wiring installation and Lessee shall not install or use or permit the installation or use of any unusually high weight or high electrical consumption computer or electronic data processing equipment in the Premises without the prior written consent of Lessor.
- 4. Provide janitor service to the Premises, provided the same are used exclusively as offices, and are kept reasonably in order by Lessee, and if to be kept clean by Lessee, no one other than persons approved by Lessor shall be permitted to enter the Premises for such purposes. If the Premises are not used exclusively as offices, they shall be kept clean and in order by Lessee, at Lessee's expense, and to the satisfaction of Lessor, and by persons approved by Lessor. Lessee shall pay to Lessor the cost of removal of any of Lessee's refuse and rubbish to the extent that the same exceeds the refuse and rubbish usually attendant upon the use of the Premises as offices.

Lessor reserves the right to stop service of the elevator, plumbing, ventilation, air conditioning and electric systems, when necessary, by reason of accident or emergency or for repairs, alterations or

improvements, in the judgment of Lessor desirable or necessary to be made, until said repairs, alterations or improvements, shall have been completed, and shall further have no responsibility or liability for failure to supply elevator facilities, plumbing, ventilation, air conditioning or electric service. It is expressly understood and agreed that any covenants, express or implied, for Lessor to furnish any service for the benefit of Lessee shall not be deemed breached if Lessor is unable to furnish or perform the same by virtue of a strike or labor trouble or any other cause whatsoever beyond Lessor's reasonable control.

5. Lessee shall not use or install in the Premises any heat generating equipment, except as specifically authorized herein, or installed pursuant to the Work Letter Agreement, without Lessor's prior written consent. The inclusion of this restriction is to ensure that the HVAC system is adequate to service the Building and the various uses of tenants that occupy the Building.



Agenda Date: February 26, 2024

Item Title: Deputy Chief's Report

Attachments: N/A

Submitted by: DC VanKeulen

### **RECOMMENDED ACTION BY THE BOARD:**

C First reading

- C Second reading
- C Motion to approve
- For information only
- C Other:

### SUMMARY:

### **Emergency Services Meeting**

Our collective AC group is meeting weekly and working on parellel processes that improve service delivery. Having GFR staff in the AOC is proving to be very beneficial.

### **Budget Management**

The AC group is meeting and leading active manament of the budget within their areas of the business. The exercise is leading to good conversations about resource allocation.



Agenda Date: February 26, 2024

Item Title: Fire Chief's Report

Attachments: None

Submitted by: Chief Morrow

### **RECOMMENDED ACTION BY THE BOARD:**

C First reading

- C Second reading
- C Motion to approve
- For information only

Other:

### SUMMARY:

### PCFTC Admin Board Meetings

The Fire Chief's that make up the PCFTC Admin Board have been meeting to discuss the replacement of Training Chief McGrady and the overall structure of the PCFTC. The meetings have been very productive, with all four Fire Chiefs making renewed commitments to the long-term viability of the PCFTC and exploring positive changes to the structure.

Both West Pierce and East Pierce have indicated their current ability to replace Training Chief McGrady is limited right now, so much of the dialogue is about having the replacement come from Central Pierce or Graham. More dialogue is needed, but good progress is being made.

### AFG Grant

Staff is busy working on writing yet another grant submission. This grant is for the purchase of portable radios and the accessories that are needed for those radios. The current grant limit for the District is \$2M, which is what would be needed to replace a portion of the radios currently in use.

### **Support Services Director**

Alec Coleman, the District's new Support Services Director is on track to start with the District on March 4<sup>th</sup>. We are excited to have Alec join our team and get busy with a long list of projects.

### Pierce County Comprehensive Plan

There is a good bit of activity occurring with the Pierce County Comprehensive Plan, including some UGA Retraction proposals. These retractions could have some potential impact to the District and staff is looking into the proposals closely. Information on the process can be located at <a href="https://www.piercecountywa.gov/8263/UGA-Retraction">https://www.piercecountywa.gov/8263/UGA-Retraction</a>.

Incident #24001495 Paramedic Francisco Tovar and Apparatus Operator Devin Gaffin.

On the morning of 01/15/2024, one hour prior to shift change, E60 and M60 responded to a young teenage male that had suffered a significant second degree burn to his hand from grease while cooking. His parents had taken him to a hospital when it happened but had returned home with him instead of transporting him to Harborview as requested by the hospital. When the pt did not arrive at Harborview, PCSO was called for a well fare check, and then we were called.

Both PM Tovar and A/O Gaffin acted with compassion and professionalism. I recognize the challenge of transporting to Harborview just one hour prior to shift change, but both PM Tovar and A/O Gaffin did not hesitate. They put the care and needs of the patient above their own. Their performance is one we should all strive for. They are the professionals I would want to assist myself or my family in a time of need.

Thank you, Kelly Vining Central Pierce Fire and Rescue "C" Shift Hobo Lieutenant

Twitter: <u>@CPFR\_PIO</u> Facebook: <u>facebook.com/CPFire/</u> Instagram:<u>instagram.com/centralpiercefire/</u> YouTube: <u>Youtube.com/centralpiercefire</u>



January 2024

Dear Central Pierce Fire & Rescue,

Please find enclosed a certificate honoring your department as a **2023 Active Member** of the International Association Fire Chiefs' national *Ready, Set, Go! Program.* We thank you for your support and use of the program.

RSG! is the successful program it is today because of the commitment you have shown, and the resources you have used, to reduce wildland fire risk in your community. Thank you for all your efforts to reach out, work with the residents in your community, and make an impact!

Thank you also for your use of the program's Achievement Management System (AMS). The system is used to track the innovative ways RSG members like you are reducing fuel loads, hardening homes, and working with residents and partners to reduce wildland fire risk. We appreciate that you have used the system to share your accomplishments with us and encourage you to continue recording your efforts. Just a reminder that you can download that information any time from AMS and share it with your department and community leaders.

We're excited to support your continued risk reduction efforts and look forward to working with you in 2024. We wish you and your community the best in the new year.

Very respectfully,

Cathielanda

Cathie Larocca Manager, National Ready, Set, Go! Program International Association of Fire Chiefs

The IAFC Wildland Fire Programs are funded through a DHS/FEMA/AFG/FP&S grant awarded FY2018. EMW-2018-FP-00279 and in cooperation with the USDA Forest Service. In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.) To file a complaint alleging discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington DC 20250-9410 or call toll free voice 866-632-9992, TDD 800- 877-8339, or voice relay (866) 377-8642. USDA is an equal opportunity provider and employer.









### www.WildlandFireRSG.org

Thank you for your dedication to wildfire mitigation! Your ongoing efforts to create a ready community have contributed to reducing wildfire risk across the country.

24 community wildfire mitigation hours recorded in AMS in 2023.

# **Central Pierce Fire & Rescue**

## 2023 Active Program Member

READY, SET

6