

THURSTON COUNTY FIRE DISTRICT THREE

BOARD OF FIRE COMMISSIONERS

SPECIAL MEETING

MINUTES OF THE MEETING

December 29, 2025

The meeting was conducted remotely via Zoom and with in-person attendance at Station 31.
1231 Franz St SE, Lacey, WA 98516

Present:	Present (Virtual):	Excused:
Commissioner Kirkbride Commissioner Gamble Commissioner Hetzler	Commissioner Kelling Commissioner Roberts	

I. CALL TO ORDER

Commissioner Hetzler called the meeting to order at 5:30 PM, followed with a salute to our Nation's Flag.

II. APPROVAL OF THE AGENDA

MOTION: To approve the agenda as published.

Motion: Commissioner Gamble
Second: Commissioner Kirkbride
Carried: Unanimous

III. HEARING OF THE PUBLIC /MEMBERS PRESENT

None.

IV. OLD BUSINESS

A. ILA Request EOFD

Chief Schmidt began by explaining the current state of EOFD6:

- Administrative vacancy: the office manager retires in 48 hours. The successor is new to the agency and the state.
- Fire Chief position timeline: the current FC retires on 1/31/2026.

- Operational Leadership gap: the operations chief position has been vacant for over a year with no current recruitment process.
- The January 31st deadline: South Thurston is severing the shared resource relationship on this date. EOFD will lose its chief and its training officer simultaneously.
- Logistical/apparatus fragility: no full time mechanic or long-term maintenance plan for the fleet or fire stations.

Recent Timeline & Due Diligence:

- Five weeks ago: LFD3 notified of EOFD hardships; internal staff impact discussions begin.
- December 5: official request from EOFD board chair Stan Moon for assistance via ILA and interest in long-term merger/partnership talks.
- December 18: LFD3 staff update the board. Board approves a fact-finding meeting between the two agencies.
- December 19: deep dive meeting between LFD3/EOFD leadership.
 - Focus: labor management, division-specific needs, and daily operations.
 - Outcome: consensus to draft an ILA and seek legal review.
- December 29: presentations of the draft ILA for both boards to consider.

Proposed Solution: The Interlocal Agreement (ILA)

- Objective: to provide immediate stability to EOFD6 through shared LFD3 leadership and administrative oversight.
- Key Points of the draft ILA:
 1. Administrative support: providing mentorship and oversight for the incoming office manager.
 2. Command and control: filling the void left by the departing fire chief and the vacant ops chief.
 3. Training & fleet: creating a bridge to cover training requirements and apparatus maintenance.
- Legal standing: the draft ILA has been submitted for legal review to ensure compliance with RCW 39.34 and protection for LFD3 assets/personnel.

Strategic Long-Term Considerations:

- Phase 1 (Stabilization): Use the ILA (Jan 12 – TBD) to keep the lights on and the rigs running.
- Phase 2 (Evaluation): Use this period to conduct a feasibility study for a deeper regional partnership.
- Phase 3 (Merger): Use the ILA term to review interest and consideration of a long-term partnership.

Required Action & Next Steps:

- Board Feedback: Review the draft ILA presented tonight.
- Approval Timeline: January 8, 2026: target date for official adoption of the ILA by both boards.

Chief Schmidt reviewed the ILA with the Board:

- Services Provided:
 - The LFD3 fire chief shall be the EOFD fire chief.
 - EOFD commissioners will be responsible for maintaining service and staffing levels.
 - The fire chief will be responsible for personnel management and discipline of EOFD employees consistent with EOFD policies if need during the term of this agreement.
 - The LFD3 deputy chief of operations will be responsible for managing the day-to-day operations of EOFD and perform duties as set forth in EOFD's policies and procedures. The deputy chief of operations will provide operational oversight to include but not limited to scheduling, operational readiness, incident command support, and personnel related oversight.
 - Commissioner Roberts asked for greater clarity around the language that "the fire chief shall perform . . . any other duties which may be assigned from time to time by EOFD's commissioners." Commissioner Roberts pointed out that having some parameters around this would be beneficial.
 - Commissioner Kirkbride also mentioned that Commissioner Moon's term is ending on the 31st. Chief Schmidt commented that Commissioner Moon has been bringing his successor to some of the meetings and discussions.
- Administrative Services Provided by LFD3:
 - Finance: financial consulting and support including budget development and management, reporting, compliance standards, contracts and procurement, AP/AR, and signatory services. The EOFD Board of Commissioners shall be solely responsible for approving its budget and making necessary tax levies.
 - Fleet Management: management of fleet service needs including monitoring the status of current apparatus/fleet vehicles and recommendations for disposal or surplus of current apparatus/fleet vehicles. Of note, their current chief is surplussing three engines at the beginning of the year; this has been planned for some time.
 - Logistics Management: administration of logistics needs include scheduling maintenance of equipment and facilities. Commissioner Kirkbride inquired how many stations they have; Chief Schmidt responded that they have two career stations and two volunteer stations.
 - IT management: IT support services including network security, procurement, hardware/device management, telecom. The existing EOFD contractor for IT administration will be evaluated for future use.
 - Safety and Compliance: oversight of safety standards and certifications, tracking and reporting of safety related concerns.

- Recording and maintenance of safety records shall be inputted by EOFD and stored in EOFD systems.
 - Training development and implementation of training for operations staff. This includes maintenance and reporting of training standards and provision of training opportunities. Training records shall be inputted and maintained by EOFD and in EOFD systems.
 - HR support: assistance with interpretation of and compliance with EOFD policy and procedures. Support on questions related to the EOFD collective bargaining agreement. Participation in hiring, promotional, and onboarding processes to include recommendations for training.
 - Public outreach.
- Fleet Maintenance Services Provided by LFD3
 - EOFD fleet apparatus shall be evaluated, maintained, and repaired at the LFD3 VRF by mechanics employed by the City of Olympia as part of the LFD3 contract with the City of Olympia.
 - The fire chief shall make recommendations to EOFD regarding the surplus and replacement of apparatus and equipment owned by EOFD.
 - LFD3 reserve apparatus may be used by EOFD in its reserve fleet when EOFD front line fleet apparatus need to go out of service for additional repair.
- Compensation: the cost of services under this agreement shall be based on the estimated LFD3 employment costs (based on the employee's weighted rate) incurred to provide the following LFD3 employees to deliver the services identified above.
 - Fire chief position cost sharing: the fire chief will spend approximately 20 hours per month on tasks associated with EOFD.
 - Deputy chief of operations position cost sharing: the deputy chief of operations will spend approximately 30 hours per week on tasks associated with EOFD and approximately 10 hours of the work week on tasks associated with LFD3. This includes after hours on-call chief officer management.
 - Safety and compliance officer cost sharing: an assistant chief will spend approximately five hours per week for the position in the first three months, ten hours per month thereafter.
 - Training cost sharing: an assistant chief will spend ten hours per week for the position in the first three months, twenty hours per month thereafter.
 - Logistics cost sharing: an assistant chief will spend ten hours per week for the position in the first three months, twenty hours per month thereafter.

- Finance cost sharing: the chief finance officer will spend ten hours per week for the position in the first three months, twenty hours per month thereafter.
 - IT cost sharing: the IT director will spend ten hours per week for the position in the first three months, twenty hours per month thereafter.
 - Legal and consulting: all legal and consulting costs incurred by LFD3 during setup and for associated management of this agreement will be billed to EOFD.
 - HR: LFD3 HR staff will assist with EOFD questions or personnel issues at no additional cost. Provided, significant labor issues that require in excess of specified hours (to be determined) per week may be billed to EOFD at a cost equivalent to the hourly weighted rate of HR director. (The commissioners requested more clarity and specificity in how this is worded.)
 - Support services, chaplain services, and member support training at no additional cost.
 - Total costs for services for 2026: \$420,000 based upon estimated hours charged at the weighted rates, including a 3-month discovery period. The estimated costs are subject to an increase or decrease of up to 10% in the event the estimated hours are inaccurate and LFD3 provides documentation of any increase. Regardless of any adjustments, costs are subject to review and renegotiation at 6 months based on actual amounts of time spent by LFD3 employees to provide the services. Costs are subject to increase per LFD3 wage scale adjustments in the second year (2027).
 - Invoicing and payment: LFD3 shall be solely responsible for all the salary and benefits for all identified shared staff employed by LFD3.
 - Indemnify regarding EOFD personnel claims: EOFD shall indemnify, defend, and hold LFD3 and all shared staff harmless from any and all demands, claims, or actions by EOFD which arise out of or relate to events that occurred prior to the effective date of this agreement.
- Employment status:
 - LFD3 Personnel: LFD3 personnel who provide services under this agreement will remain personnel of LFD3 and shall not be considered personnel of EOFD.
 - EOFD Personnel: EOFD personnel shall remain personnel of EOFD and shall not be considered personnel of LFD3.
 - Employee consent: LFD3 employees providing services to EOFD shall be required to sign a consent form (this form is Appendix A of the ILA).

- Reporting and Representation
 - Oversight: LFD3 and EOFD shall consult with each other at regular intervals with respect to the provisions of the service under the terms and conditions of this agreement. The elected officials or designated representatives of LFD3 and EOFD shall meet periodically to review this agreement and discuss any necessary amendment to this agreement. Commissioner Kelling requested that a designated interval for meetings should be set up front. It was agreed that there will be meetings monthly for the first three months, then transitioning to every other month.
 - Reporting: the fire chief shall report to EOFD's commissioners with respect to the operation of EOFD. The EOFD commissioners and the fire chief will develop regular reporting procedures. Commissioner Roberts suggested that parameters should be placed around this in order to be conscientious of the fire chief's time (as well as other involved persons).
 - Representation: the fire chief may represent both agencies in intergovernmental meetings that have a common interest that serve the best interest of both agencies which promotes the mutual partnership.
 - Point of Contact: the EOFD Board of Fire Commissioners shall designate a point of contact for all issues related to this agreement with LFD3.

- Term of the Agreement
 - Term: this agreement shall be effective on January 12, 2026, and shall continue until December 31, 2027, with option to renew thereafter.
 - Termination: the agreement may be terminated by mutual agreement of the parties at any time. Either party may terminate this agreement for any reason with three months' written notice to the other unless it is mutually agreed to terminate the agreement earlier. (East Olympia requested to change this to six months. Commissioner Roberts advocated to keep this at three months in order to protect LFD3 interests. Commissioner Kelling pointed out that LFD3 is assuming both risk and work in this agreement and that three months feels adequate. Chief Schmidt suggested changing the language to four months. After a prolonged discussion, it was agreed that LFD3 will commit to work with EOFD for an initial three months, after which time the potential for the three months' written notice would apply.
 - Termination by merger: the parties agree to work cooperatively to determine whether a statutory merger would be in the best interest of both parties. In the event the parties merge during the term of this agreement, the agreement shall terminate without further action by either party on the effective date of the merger.

- Public Records: EOFD personnel shall remain responsible for complying with the Public Records Actually
- EOFD and LFD3 are independent governments. The parties hereto are independent governments. Except for the specific terms herein, nothing herein shall be construed to limit the discretion of the governing bodies of each party.
- Indemnification
 - LFD3 shall indemnify, defend, and hold harmless EOFD, its officers, officials, agents, volunteers, and employees from and against any and all claims, injuries, damages, losses, suits, or other liability.
 - EOFD shall indemnify, defend, and hold harmless LFD3, its officers, officials, agents, volunteers, and employees from and against any and all claims, injuries, damages, losses, suits, or other liability.
 - Neither party shall be deemed to be an agent of the other party during the performance of this agreement.
 - The provisions of this Section 9 shall survive the expiration or termination of this agreement.
- Insurance: each party shall provide insurance coverage for its own operations, facilities, equipment, and personnel. Each party shall furnish to the other party appropriate documentation showing that such coverage is in effect.
- Dispute Resolution
 - The parties agree to make all reasonable efforts to resolve through informal good faith negotiations any disputes concerning the terms and conditions or performance of this agreement. In the event of a dispute, notice of the dispute shall be provided in writing and shall be delivered in the manner set forth in Section 11.
 - If a dispute cannot be resolved through direct discussion, mediation may by mutual consent be initiated.
 - In the event the dispute is not resolved through mediation, or the parties do not agree to mediation, the parties may pursue any other form of relief provided by law.
- Filing of Agreement: this agreement shall be filed with the county auditor and listed on the public agency's website or other electronically retrievable public source.
- Notices: all notices required by this agreement shall be in writing and shall be deemed to have been given at the time of delivery if personally delivered, or three calendar days after the time of mailing if mailed by first class mail postage prepaid.

- Notices to LFD3 shall be sent to:
Lacey Fire District 3,
1231 Franz St. SE
Lacey, WA 98503
- Notices to EOFD shall be sent to:
East Olympia Fire District 6
PO Box 578
East Olympia 98540
- Commissioner Kirkbride suggested that mail should be directed to a specific person, not just the fire district at large.
- Compliance with laws: the parties shall comply with all applicable state, federal, and local laws in carrying out the terms of this agreement.
- Modifications: no modifications or amendment to this agreement shall be valid unless evidenced in writing and properly agreed to and signed by both parties.
- Interpretations: this agreement is and shall be deemed jointly drafted and written by both parties and shall not be construed or interpreted against the other party originating it or preparing it.
- Benefits: this agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons.
- Non-exclusive agreement: the parties to this agreement shall not be precluded from entering into similar agreements with other municipal corporations.
- Assignment: any assignment of this agreement by either party without the prior written consent of the non-assigning party shall be void.
- No separate entity created: this agreement does not establish a separate legal entity.
- Property ownership: this agreement shall not create any joint property.
- Laws and venue: this agreement shall be interpreted in accordance with the laws of the State of Washington. Any action of law, suit, inequity, or judicial proceeding for the enforcement of this agreement or any provisions hereto shall be instituted only in courts of competent jurisdiction within Thurston County, Washington.

- Counterparts: this agreement may be executed in duplicate signed originals, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.
- Administration: this agreement shall be administered by the commissioners of LFD3 and EOFD.

Other discussion:

- Commissioner Kirkbride pointed out that Stan Moon's name will need to be removed from the list of signatories at the bottom of the document and the new commissioner's name will replace it.
- Chief Schmidt took note of all the comments made this evening; staff will go back and make adjustments accordingly, which will then be shared with Stan Moon to share with his board for their review. The LFD3 commissioners will all receive a copy for their own further review.
- Commissioner Gamble inquired about Exhibit C, the consent to loaned employee agreement, and inquired whether LFD3 would ever be borrowing an EOFD employee. Chief Schmidt stated that would not be taking place, and that this agreement would only be for the LFD3 employees to sign.
- Commissioner Hetzler inquired about what happens if EOFD is short of staff (regular members). Chief Schmidt reported that they brown out rigs and/or stations, or they mandatory their own members. There is nothing in this agreement about sharing members. There is still a mutual aid agreement in place and LFD3 may respond to calls but would not send members to EOFD stations.
- Commissioner Kelling asked for clarification about on-call chief officers; does that include billable time? If the board chair is going to be the designated representative, how do they rotate their board chairs? These questions do not need to be answered right now, but they are questions for consideration. Commissioner Hetzler mentioned that they do not rotate their board chair and that Stan Moon has been the board chair for a long time.
- Commissioner Kelling asked a question regarding public notification. Is there a requirement? If a paragraph is going to be added on public outreach, it might be good to inform the public of this agreement in some way, shape, or form. There is a duty to inform the LFD3 residents about entering into a substantive agreement with EOFD and provide them with a summary and perhaps some reassurance that this can be accomplished with little to no impact or degradation to their level of service. Chief Schmidt responded that transparency is important; it is also true that in a sense this is East Olympia's story to tell, so it would be good to discuss with EOFD and their board and agree on how to communicate this message. It is important to be respectful to East Olympia in how this message is communicated.

Commissioner Kelling commented that perhaps the messaging coming from each district would be different, in addressing their own residents specifically.

- Commissioner Kirkbride clarified that the mail relevant to this agreement should be addressed to the Board of the Chair of Fire Commissioners (not a specific name, but the position).
- Commissioner Roberts mentioned having significant initial concerns about whether this ILA was possible, but it seems that the staff has worked hard to figure out a way to make this work. There was also a question about whether EOFD can make this happen financially, but Chief Schmidt has provided reassurance that financially, given their tax base, they can do this successfully and are comfortable with it. Commissioner Hetzler inquired whether EOFD has shared their finances. Chief Schmidt confirmed that yes, they have shared their finances, which enabled LFD3 to feel comfortable going forward.
- Commissioner Kirkbride requested confirmation that the Local is comfortable with this. Chief Schmidt reported that President Greene has been very involved in this, as has the rest of the board. The union president has said that he is comfortable with moving forward as per the agreement. If it comes to a merger, they would absolutely like to be involved and to understand what the long-term goals would be.
- Commissioner Gamble mentioned concern about the extra time that personnel will be devoting to EOFD and that it will be important to set monthly check-ins and avoid burnout. Chief Schmidt responded that in each division, it is not just one person who will be doing all of the work.

MOTION: To amend the agenda and add an opportunity before moving to new business for members present to speak should they so choose.

Motion: Commissioner Kelling
Second: Commissioner Gamble
Carried: Unanimous

V. HEARING OF THE PUBLIC OR MEMBERS

None.

VI. NEW BUSINESS

None.

VII. ADJOURNMENT

The meeting adjourned as of 7:07 PM.

***Next Regular Meeting: January 8th, 2026 – 5:30 p.m.
Available via remote meeting.***



Liberty Hetzler (01/14/2026 09:58:21 PST)

Chair



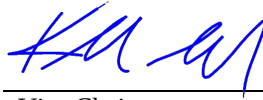
Melissa Gamble (01/15/2026 21:57:56 PST)

Commissioner



Richard Kelling (01/14/2026 18:24:04 PST)

Commissioner



Vice Chair



Sylvia Roberts (01/14/2026 16:29:05 PST)

Commissioner



ATTEST: District Secretary

December 29, 2025 BoFC Meeting Special Minutes Final

Final Audit Report

2026-01-26

Created:	2026-01-14 (Pacific Standard Time)
By:	Chris DeBell (cdebell@laceyfire.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPd7ukbDO8e6uuJBzy7Adcv7SWaPlw89f

"December 29, 2025 BoFC Meeting Special Minutes Final" History

-  Document created by Chris DeBell (cdebell@laceyfire.com)
2026-01-14 - 8:44:18 AM PST
-  Document emailed to lhetzler@laceyfire.com for signature
2026-01-14 - 8:51:50 AM PST
-  Document emailed to fkirkbride@laceyfire.com for signature
2026-01-14 - 8:51:50 AM PST
-  Document emailed to Michael Cerovski (mcerovski@laceyfire.com) for signature
2026-01-14 - 8:51:51 AM PST
-  Document emailed to mgamble@laceyfire.com for signature
2026-01-14 - 8:51:51 AM PST
-  Document emailed to Richard Kelling (rkelling@laceyfire.com) for signature
2026-01-14 - 8:51:51 AM PST
-  Document emailed to sroberts@laceyfire.com for signature
2026-01-14 - 8:51:52 AM PST
-  Email viewed by fkirkbride@laceyfire.com
2026-01-14 - 9:54:59 AM PST
-  Signer fkirkbride@laceyfire.com entered name at signing as Frank Kirkbride
2026-01-14 - 9:55:32 AM PST
-  Document e-signed by Frank Kirkbride (fkirkbride@laceyfire.com)
Signature Date: 2026-01-14 - 9:55:34 AM PST - Time Source: server



 Email viewed by lhetzler@laceyfire.com

2026-01-14 - 9:57:17 AM PST

 Signer lhetzler@laceyfire.com entered name at signing as Liberty Hetzler

2026-01-14 - 9:58:19 AM PST

 Document e-signed by Liberty Hetzler (lhetzler@laceyfire.com)

Signature Date: 2026-01-14 - 9:58:21 AM PST - Time Source: server

 Email viewed by sroberts@laceyfire.com

2026-01-14 - 4:28:00 PM PST

 Signer sroberts@laceyfire.com entered name at signing as Sylvia Roberts

2026-01-14 - 4:29:03 PM PST

 Document e-signed by Sylvia Roberts (sroberts@laceyfire.com)

Signature Date: 2026-01-14 - 4:29:05 PM PST - Time Source: server

 Email viewed by Richard Kelling (rkelling@laceyfire.com)

2026-01-14 - 6:23:48 PM PST

 Document e-signed by Richard Kelling (rkelling@laceyfire.com)

Signature Date: 2026-01-14 - 6:24:04 PM PST - Time Source: server

 Email viewed by mgamble@laceyfire.com

2026-01-15 - 9:57:25 PM PST

 Signer mgamble@laceyfire.com entered name at signing as Melissa Gamble

2026-01-15 - 9:57:54 PM PST

 Document e-signed by Melissa Gamble (mgamble@laceyfire.com)

Signature Date: 2026-01-15 - 9:57:56 PM PST - Time Source: server

 Email viewed by Michael Cerovski (mcerovski@laceyfire.com)

2026-01-21 - 10:22:59 AM PST

 Document e-signed by Michael Cerovski (mcerovski@laceyfire.com)

Signature Date: 2026-01-21 - 10:23:49 AM PST - Time Source: server

 Document emailed to Chris DeBell (cdebell@laceyfire.com) for approval

2026-01-21 - 10:23:51 AM PST

 Document approved by Chris DeBell (cdebell@laceyfire.com)

Approval Date: 2026-01-26 - 10:35:23 AM PST - Time Source: server

 Agreement completed.

2026-01-26 - 10:35:23 AM PST



Powered by
Adobe
Acrobat Sign