



BUCKLEY CITY COUNCIL AGENDA

Tuesday, January 27, 2026 at 6:00 P.M.

Multi-Purpose Center, 811 Main Street

Next Ordinance #01-26, Next Resolution #26-01, Next Agenda Bill #26-003

Or Via Zoom:

<https://us02web.zoom.us/j/83366597529?pwd=N2hMTmh5eEZ4TGpJd2dpbFp0cnkvdz09>

Call-in Number: 253-215-8782

Meeting ID: 833 6659 7529 Meeting Passcode: 863441

A. CALL TO ORDER

1. Pledge of Allegiance
2. Roll call
3. Agenda Modifications
4. Announcements, Appointments and Presentations

B. PUBLIC COMMENTS - *Time Limit of Three Minutes* (Citizens wishing to speak are Encouraged to sign up at City Hall by Wednesday prior to the Council Meeting)

C. COMMITTEE REPORTS

1. Mayor's Report Robertson Harding

D. CONSENT AGENDA

- a. Approve Minutes of November 4, 2025, City Council Study Session
- b. Approve Minutes of November 17, 2025, Special City Council Study Session
- c. Approve Minutes of December 2, 2025, City Council study Session
- d. Claims and Payroll

E. REGULAR AGENDA

1. UNFINISHED BUSINESS

- a. RCO Grant Agreement – Miller Park
- b. Engineering Services Proposal for Design of Miller Park

F. STAFF REPORTS

1. 4th Quarter 2025 Fire Department Activity
2. 4th Quarter 2025 Public Safety Report
3. 2025 Senior Center Year-In-Review
4. 2025 Youth Center Year-In-Review
5. City Administrator Update

G. PUBLIC COMMENTS - *Time Limit of Three Minutes*

H. COUNCIL MEMBER COMMENTS & GOOD OF THE ORDER

I. ADJOURNMENT

B. PUBLIC COMMENTS

C. COMMITTEE REPORTS

D. CONSENT AGENDA

**CITY COUNCIL
STUDY SESSION
November 4, 2025**

ATTENDEES: Council members Green, Smith, Burbank, Anderson (Via Zoom), and Bergerson.

Also in attendance were: Mayor Burkett, Interim City Administrator Banks, Director of Parks and Recreation Snodgrass, Senior Planner Farnsworth, Police Chief Alfano, City Engineer Miller and Deputy Clerk Clark.

Mayor Pro Tem Smith called the regularly scheduled meeting to order at 6:00 PM.

Miller Park:

Director of Parks and Recreation Snodgrass gave an update on funding for both phases of Miller Park and added that we will be able to open both phases at the same time. In Council's packet there is a map that includes everything with picnic shelters, playground, restrooms, etc. The City of Buckley first purchased Miller Park in 2000 with the long-term goal of transforming it into a community recreation destination. The funding for Miller Park is supported by state and local government.

City Staff are working with Washington State Recreation and Conservation Office that has awarded the City with a \$500,000 grant and this needs to be completed before construction can begin.

2026 Legislative Priorities:

Police Chief Alfano explained the handout that was given regarding House Bill 2015: Public Safety Funding & Equity Under the Keep Washington Working Act. This would need to be a decision by Council; Council would like more in depth research from Chief Alfano. Mayor Burkett, Interim City Administrator Banks, and Chief Alfano shared their opinions on this house bill.

Council also discussed other legislative priorities on the list such as Miller Park, Local Revenue, and Public Safety.

Development Code Updates (Manufactured Homes as ADUs):

Senior Planner Farnsworth gave an update on development code updates before the upcoming public hearing on Nov. 10, 2025. Dept. of Commerce will require 60 days to review once it is submitted.

Council member Bergerson asked questions about the non-conforming use code. Senior Planner Farnsworth will look further into this and let Council know. Mr. Farnsworth also updated Council on manufactured homes ADUs.

City Council Comments:

Council member Burbank brought up a concern about a gentleman that is storing his belongings outside of the library. Interim City Administrator Banks will contact Director of Pierce County Libraries.

With nothing further, the Study Session was adjourned at 6:57 PM.

City Administrator

Mayor

Prepared by: Jessica Clark, Deputy Clerk

**CITY COUNCIL
SPECIAL STUDY SESSION
November 17, 2025**

ATTENDEES: Council members Green, Smith, Burbank, Anderson and Bergerson.

Also in attendance were: Interim City Administrator Banks, Finance Director Hines, Fire Chief Skogen, Police Chief Alfano, Firefighter Smith and Deputy Clerk Clark.

Mayor Pro Tem Smith called the regularly scheduled meeting to order at 6:01 PM.

2025-2026 Mid-Biennial Budget Update:

Finance Director Hines gave a summary of the overall budget and that this is our first mid-biennial update since this was the first year that there was a biennial budget. This update is required by state law. In Council's packet there is a memo that includes these updates and the process of a mid-biennial update. Council, Director Hines, and Fire Chief Skogen discussed further the update of Buckley Fire Department regarding overtime and various options to try and reduce this. Buckley Fire Dept. is just shy of 70 volunteers, but only about %50 is certified to do everything. Council discussed using reserve interest for a short-term plan.

City Council Comments:

Council member Smith saw on Facebook that Judge Berry is going to be leaving at the end of December and that the City is actively looking for a new judge.

With nothing further, the Study Session was adjourned at 7:00 PM.

City Administrator

Mayor

Prepared by: Jessica Clark, Deputy Clerk

**CITY COUNCIL
STUDY SESSION
December 2, 2025**

ATTENDEES: Council members Bender (Via Zoom), Smith, Arsanto, Green and Bergerson.

Also in attendance were: Mayor Burkett, Interim City Administrator Banks, City Engineer Miller, Police Records Clerk Burkett and Deputy Clerk Clark.

Mayor Pro Tem Smith called the regularly scheduled meeting to order at 6:00 PM.

SS4A (Safe Streets 4 All):

City Engineer Miller and Brent Turley from Transpogroup presented a slideshow regarding SR 410 corridor traffic analysis. 2018 is the existing WSDOT corridor study. Mr. Turley and Mr. Miller spoke about other mid-term strategies (2030) and long-term options (2040). Mr. Turley explained the updated analysis with 2025 traffic info and presented heat maps of data collected from the field. Council was shown three videos that had existing conditions, round-about options, and alternative actions that focused on two South bound lanes. With either future scenario the White River bridge is firmly the capacity restraint.

Council members Arsanto and Bergerson agreed two lanes down to SR 165 at least and eventually Mundy Loss would make the most sense. Council member Green asked if this was to assume that the roundabouts would be put on the King County side of the White River bridge and Mr. Truly explained it does not.

With nothing further, the Study Session was adjourned at 7:17 PM.

City Administrator

Mayor

Prepared by: Jessica Clark, Deputy Clerk

CITY OF BUCKLEY			
Payroll and Claims/Treasurer Checks -December 2025			
January 13, 2026 Council Meeting			
FUND #	FUND NAME	AMOUNT	ITEM
001	General Fund	\$ 439,425.54	Payroll
		\$ 242,129.66	Claims/Treasurer Checks
003	GF Cumulative Reserve	\$ -	Claims/Treasurer Checks
004	Cemetery	\$ -	Claims/Treasurer Checks
007	Police Equip. Maintenance Reserve	\$ -	Payroll
		\$ 15,880.48	Claims/Treasurer Checks
008	Railroad ROW	\$ -	Payroll
		\$ -	Claims/Treasurer Checks
030	Fire Equipment & EMS Reserve	\$ 516.28	Claims/Treasurer Checks
035	Park Construction	\$ -	Claims/Treasurer Checks
101	Street Operations	\$ 8,811.95	Payroll
		\$ 12,428.60	Claims/Treasurer Checks
102	Street Capital Improvement	\$ 20,640.99	Claims/Treasurer Checks
103	Transportation Benefit District	\$ -	Claims/Treasurer Checks
105	EMS	\$ 59,409.09	Payroll
		\$ 20,898.52	Claims/Treasurer Checks
109	Criminal Justice		Payroll
			Claims/Treasurer Checks
134	Fire Dept Facility Maint & Cap Imp	\$ 216.81	Claims/Treasurer Checks
136	Visitor Promotion	\$ 36,916.37	Claims/Treasurer Checks
202	Fire Station Construction Bond	\$ -	Claims/Treasurer Checks
307	Capital Improvement	\$ 19,873.81	Claims/Treasurer Checks
308	Comp Plan Capital Improvements	\$ -	Payroll
			Claims/Treasurer Checks
401	Natural Gas Operations	\$ -	Claims/Treasurer Checks
402	Water Sewer Operations	\$ 135,089.79	Payroll
		\$ 120,600.23	Claims/Treasurer Checks
403	Solid Waste	\$ -	Claims/Treasurer Checks

FUND #	FUND NAME	AMOUNT	ITEM
405	Sewer Construction	\$ 72,078.84	Claims/Treasurer Checks
406	Water Construction	\$ 3,299.87	Claims/Treasurer Checks
407	Storm Drain Operation & Maint	\$ 37,052.13	Payroll
		\$ 14,307.63	Claims/Treasurer Checks
408	Stormwater Construction	\$ 2,940.53	Claims/Treasurer Checks
430	Utility Equipment Reserve	\$ -	Claims/Treasurer Checks
631	Municipal Court Trust	\$ -	Claims/Treasurer Checks
632	Custodial Activities	\$ 7,870.46	Claims/Treasurer Checks
	Total Payroll	\$ 679,788.50	
	Total Claims & Treasurer Checks	\$ 590,599.08	
	Date Approved by Council -		Finance Director, Sandi Hines
Payroll =	December - mid-month draw & end of month		
Claims =	December- all batches		

D. REGULAR AGENDA



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: RCO Grant Agreement – Miller Community Park	Agenda Date: January 27, 2026		AB26-004
	Department/Committee/Individual	Created	Reviewed
	Mayor		
	City Administrator		X
	City Attorney		
	City Engineer		
	City Clerk		X
	Finance Dept		
	Building Official		
	Fire Dept		
Cost Impact: R: 995,000 E: 1,145,592	Parks & Recreation	X	X
Fund Source: 307	Building & Planning		
Timeline: 6/30/2028	Police Dept		
	Municipal Court		
	PW/Utilities		
Staff Contact: Erin Snodgrass			
Attachments: Contract			
SUMMARY STATEMENT: The City has been awarded \$495,000 in state funding through the Community Outdoor Athletic Facilities Fund and 500,000 through WWRP- Local Parks to support the full development of development Miller Park, the project is referred to by RCO as Miller Community Park.			
This agreement combines the two grant awards into a single contract to streamline project administration, reduce duplication of required studies, and allow the full park development to be awarded to one contractor rather than managed as multiple phased contracts. This approach significantly reduces administrative and overhead costs, simplifies tracking and reporting requirements, and results in measurable savings of staff time and City resources.			
The required City match for this combine grant is \$1,145,592 to be paid from 307. Park development includes construction of a expansive playground, paved walkways, picnic shelters, one tennis court with the option for four pickleball courts, a grass volleyball court, site lighting, a public restroom facility, and associated landscaping and hardscaping to support access and usability.			
COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION: Move to approve the grant agreement for the funding of Miller Community Park			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

Project Sponsor: City of Buckley
Project Title: Miller Community Park

Project Number: 24-1961D
Approval Date: 09/19/2025

PARTIES OF THE AGREEMENT

This Recreation and Conservation Office Grant Agreement (Agreement) is entered into between the State of Washington by and through the Recreation and Conservation Funding Board (RCFB or funding board) and the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and City of Buckley (Sponsor, and primary Sponsor), PO Box 1960, Buckley, WA 98321, and shall be binding on the agents and all persons acting by or through the parties.

All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.

Prior to and during the Period of Performance, per the Applicant Resolution/Authorizations submitted by all Sponsors (and on file with the RCO), the identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project identified above, including but not limited to, full authority to: (1) sign a grant application for grant assistance, (2) enter into this Agreement on behalf of the Sponsor(s), including indemnification, as provided therein, (3) enter any amendments thereto on behalf of Sponsor(s), and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all Sponsors, unless otherwise allowed in the AMENDMENTS TO AGREEMENT Section.

- A. During the Period of Performance, in order for a Sponsor to change its Authorized Representative/Agent as identified on the original signed Applicant Resolution/Authorization the Sponsor must provide the RCO a new Applicant Resolution/Authorization signed by its governing body or a written delegation of authority to sign in lieu of originally authorized Representative/Agency(s). Unless a new Applicant Resolution/Authorization has been provided, the RCO shall proceed on the basis that the person who is listed as the Authorized Representative in the last Resolution/Authorization that RCO has received is the person with authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.
- B. Amendments After the Period of Performance. RCO reserves the right to request and Sponsor has the obligation to provide, authorizations and documents that demonstrate any signatory to an amendment has the authority to legally bind the Sponsor as described in the above Sections.

For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (See PROJECT REIMBURSEMENTS Section).

PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the Outdoor Recreation Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO).

DESCRIPTION OF PROJECT

The City of Buckley will use this grant to transform the Miller Property into a 3.5-acre centralized community park. The park will develop a tennis/pickleball multi-use court, a grass volleyball court, paved accessible walking paths, an ADA-compliant playground, picnic shelters, a restroom, and landscaped open green spaces providing views of Mount Rainier. Lighting, fencing, landscaping, site furnishings, signage, and utilities will also be provided. The primary recreation opportunities provided by this project are active and passive play.

PERIOD OF PERFORMANCE

The period of performance begins on December 1, 2025 (project start date) and ends on June 30, 2028 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

The RCO reserves the right to summarily dismiss any request to amend this Agreement if not made at least 60 days before the project end date.

STANDARD TERMS AND CONDITIONS INCORPORATED

The Standard Terms and Conditions of the Recreation and Conservation Office attached hereto are incorporated by reference as part of this Agreement.

LONG-TERM OBLIGATIONS

For this development project, the Sponsor's long-term obligations for the project area shall be in perpetuity, beginning at project completion, unless otherwise identified in the Agreement or as approved by the funding board or RCO.

PROJECT FUNDING

The total grant award provided for this project shall not exceed \$995,000.00. The RCO shall not pay any amount beyond that approved for grant funding of the project and within the percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

	Percentage	Dollar Amount	Source of Funding
RCFB - WWRP - Local Parks	23.36%	\$500,000.00	State
Office - Comm Outdoor Athl Facilities	23.12%	\$495,000.00	State
Project Sponsor	53.52%	\$1,145,592.00	
Total Project Cost	100.00%	\$2,140,592.00	

At the direction of the legislature and RCO best practices, sponsors must utilize the project funds in a timely and efficient manner in accordance with the project milestones set forth in this Agreement. Projects not aptly progressing towards completion may have funding rescinded.

RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor's application and the project summary and eligible scope activities under which the Agreement has been approved and/or amended as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is irreconcilably in conflict with the Agreement, such information shall not be used to vary the terms of the Agreement, unless the terms in the Agreement are shown to be subject to an unintended error or omission. "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions.

AMENDMENTS TO AGREEMENT

Except as provided herein, no amendment (including without limitation, deletions) of this Agreement will be effective unless set forth in writing signed by all parties. Exception: extensions of the Period of Performance and minor scope adjustments need only be signed by RCO's director or designee and consented to in writing (including email) by the Sponsor's Authorized Representative/Agent or Sponsor's designated point of contact for the implementation of the Agreement (who may be a person other than the Authorized Agent/Representative), unless otherwise provided for in an amendment. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or minor scope adjustments.

It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so.

Unless otherwise expressly stated in an amendment, any amendment to this Agreement shall be deemed to include all current federal, state, and local government laws and rules, and policies applicable and active and published in the applicable RCO manuals or on the RCO website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone. However, any such amendment, unless expressly stated, shall not extend or reduce the long-term obligation term.

COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND POLICIES

This Agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, applicable RCO manuals as identified below, Exhibits, and any applicable federal program and accounting rules effective as of the date of this Agreement or as of the effective date of an amendment, unless otherwise provided in the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone unless otherwise expressly stated in the amendment.

For the purpose of this Agreement, WAC Title 286, RCFB policies shall apply as terms of this Agreement.

For the purpose of this Agreement, the following RCO manuals are deemed applicable and shall apply as terms of this Agreement:

- Community Outdoor Athletic Facilities Manual
- Development Projects - Manual 4
- Long Term Obligations - Manual 7
- Reimbursements - Manual 8
- WWRP - Recreation Programs - Manual 10a

SPECIAL CONDITIONS

None

SPECIAL CONDITIONS - CULTURAL RESOURCES

CONDITION APPLIES TO THE FOLLOWING AREA(S): Project and staging area

State - RCO Lead: Survey required: This agreement requires compliance with Executive Order 21-02. RCO has completed initial consultation for this project and a cultural resources survey is required. The cultural resources survey must include documentation of any above or below ground archaeological resources as well as any possible historic structures or buildings in the project area, including completion of all required Washington State site and historic property forms. The Sponsor must submit the results of the cultural resources survey to RCO and receive a notice of cultural resources completion. Project actions started without approval will be considered a breach of contract. If archaeological or historic materials are discovered while conducting project activities, work in the immediate vicinity must stop and the Sponsor must ensure compliance with the provisions found in this agreement. All cultural resources work must meet reporting guidelines outlined by the Department of Archaeology and Historic Preservation.

AGREEMENT CONTACTS

The parties will provide all written communications and notices under this Agreement to either or both the mail address and/or the email address listed below:

Sponsor Project Contact

Erin Snodgrass
Director of Parks & Recreation
PO Box 1960
Buckley, WA 98321
esnodgrass@cityofbuckley.com

RCO Contact

Hannah Pauly
Outdoor Grant Manager
PO Box 40917
Olympia, WA 98504-0917
hannah.pauly@rco.wa.gov

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change. Unless otherwise provided for in this Agreement, decisions relating to the Agreement must be made by the Authorized Representative/Agent, who may or may not be the Project Contact for purposes of notices and communications.

ENTIRE AGREEMENT

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

EFFECTIVE DATE

Unless otherwise provided for in this Agreement, this Agreement, for Project 24-1961, shall become effective and binding on the date signed by both the sponsor and the RCO's authorized representative, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in the PERIOD OF PERFORMANCE Section are allowed only when this Agreement is fully executed and an original is received by RCO.

The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE RCO GRANT AGREEMENT. The signatories listed below represent and warrant their authority to bind the parties to this Agreement.

City of Buckley

By: _____

Date: _____

Name (printed): _____

Title: _____

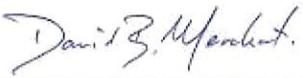
**State of Washington Recreation and Conservation Office
On behalf of the Recreation and Conservation Funding Board (RCFB or funding board)**

By: _____

Date: _____

Megan Duffy
Director
Recreation and Conservation Office

Pre-approved as to form:

By: 
Assistant Attorney General

Date: _____ 01/31/2025

Project Sponsor: City of Buckley
Project Title: Miller Community Park

Project Number: 24-1961D
Approval Date: 09/19/2025

Eligible Scope Activities

ELIGIBLE SCOPE ACTIVITIES

Development Metrics

Worksite #1, Miller Park Development Area

Buildings and Structures

Construct / install restroom

Number of restrooms: 1 new, 0 renovated
 Select the restroom type : Restroom

General Site Improvements

Construct picnic shelter

Number of group picnic shelters: 2 new, 0 renovated

Develop circulation paths or access routes

Enter length of circulation paths and routes by surface type:
 Asphalt 1200
 Concrete 1100
 Lighting provided (yes/no): Yes

Install fencing/barriers

Install general site structures

Select one or more of the sheltered structures included in the project: None
 Select one or more of the surface structures included in the project: Seating wall

Install signs/kiosk

Number of kiosks: 1 new, 0 renovated
 Number of interpretive signs/displays: 1 new, 0 renovated
 Number of permanent entrance signs: 1 new, 0 renovated
 Number of electronic signs: 0 new, 0 renovated
 Project involves installation of informational signs (yes/no): No

Install site furnishings

Select the site furniture / amenities : Benches, Bike racks, Drinking fountains, Pet waste bag dispensers, Picnic tables, Planters, Recycling/Trash receptacles

Landscaping improvements

Acres of landscaped area : 0.99
 Select the landscape features: Grass/turf, Irrigation, Planters, Trees/shrubs

Play Areas

Playground development

Number of play areas: 1 new, 0 renovated
 Number of climbing walls/rocks: 0 new, 0 renovated
 Select the play area surface material type: Engineered wood fiber, Rubber matting/tiles

Site Preparation

General site preparation

Sport Courts

Multi-purpose court development

Select the surface types for multi-purpose courts:
Select the multi-purpose court renovation elements:

Pervious

Add/replace lighting, Add/upgrade court amenities

Volleyball court development

Number of volleyball courts:
Number of volleyball courts with lighting:
Surface types for volleyball courts :
 Natural turf
Select the volleyball court renovation elements:

0 new, 0 renovated

1 new, 0 renovated

1

Add/replace lighting, Add/upgrade court amenities

Utilities**Install power utilities**

Select the power utilities:

General service connection

Install sewage system

Number of dump stations:
Select the sewer utilities:

0 new, 0 renovated

Sewer connection, Sewer line

Install water system

Select the water utilities:

Water meter, Water service connection

Cultural Resources**Cultural resources****Permits****Obtain permits****Architectural & Engineering****Architectural & Engineering (A&E)**

Project Sponsor: City of Buckley
Project Title: Miller Community Park

Project Number: 24-1961D
Approval Date: 09/19/2025

Project Milestones

PROJECT MILESTONE REPORT

Complete	Milestone	Target Date	Comments/Description
X	Project Start	12/01/2025	
X	Design Initiated	01/01/2026	
	Cultural Resources Study	01/31/2026	Cultural Resources Survey Report Required. Includes recording arch. sites and built environment (houses, structures, parks, sports fields) over 45 years old in APE on Site/Isolate Forms or HPI Forms. See CR Special Condition for details.
	Cultural Resources Complete	05/01/2026	Cultural Resources work is complete when either an IDP has been provided by the CR Unit and signed by the Sponsor or the final Monitoring Report has been submitted and accepted by DAHP (if applicable).
	Progress Report Due	05/31/2026	
	60% Plans to RCO	05/31/2026	
	Applied for Permits	06/01/2026	
	SEPA/NEPA Completed	06/30/2026	
	Annual Project Billing Due	07/31/2026	
	All Bid Docs/Plans to RCO	09/15/2026	
	RCO Notice to Proceed	09/30/2026	Receive Notice to Proceed from RCO prior to any ground disturbance.
	Bid Awarded/Contractor Hired	10/31/2026	
	Progress Report Due	11/30/2026	
	Construction Started	01/31/2027	
	Progress Report Due	05/31/2027	
	50% Construction Complete	05/31/2027	
	RCO Interim Inspection	06/01/2027	
	Annual Project Billing Due	07/31/2027	
	Progress Report Due	11/30/2027	
	90% Construction Complete	12/31/2027	
	Funding Acknowl Sign Posted	01/15/2028	
	Construction Complete	02/01/2028	
	RCO Final Inspection	02/15/2028	
	Final Billing Due	02/29/2028	
	Final Report Due	03/10/2028	
	Agreement End Date	06/30/2028	

Project Sponsor: City of Buckley
Project Title: Miller Community Park

Project Number: 24-1961D
Approval Date: 09/19/2025

Standard Terms and Conditions of the Recreation and Conservation Office

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STANDARD TERMS AND CONDITIONS EFFECTIVE DATE

This document sets forth the Standard Terms and Conditions of the Recreation and Conservation Office as of 10/08/2025.

CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the current version on the effective date of this Agreement or the effective date of any amendment thereto.
- B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

Agreement, terms of the Agreement, or project agreement – The document entitled "RCO GRANT AGREEMENT" accepted by all parties to the present project and transaction, including without limitation the Standard Terms and Conditions of the RCO Grant Agreement, all exhibits, attachments, addendums, amendments, and applicable manuals, and any intergovernmental agreements, and/or other documents that are incorporated into the Agreement subject to any limitations on their effect under this Agreement.

applicable manual(s), manual – A manual designated in this Agreement to apply as terms of this Agreement, subject (if applicable) to substitution of the "RCO director" for the term "board" in those manuals where the project is not approved by or funded by the referenced board, or a predecessor to the board.

applicable WAC(s) – Designated chapters or provisions of the Washington Administrative Code that apply by their terms to the type of grant in question or are deemed under this Agreement to apply as terms of the Agreement, subject to substitution of the "RCO director" for the term "board" or "agency" in those cases where the RCO has contracted to or been delegated to administer the grant program in question.

applicant – Any party, prior to becoming a Sponsor, who meets the qualifying standards/eligibility requirements for the grant application or request for funds in question.

application – The documents and other materials that an applicant submits to the RCO to support the applicant's request for grant funds; this includes materials required for the "Application" in the RCO's automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor's signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

C.F.R. – Code of Federal Regulations

completed project or project completion – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been delivered to and paid by RCO.
- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

contractor – An entity that receives a contract from a Sponsor related to performance of work or another obligation under this Agreement.

conversion – A conversion occurs 1) when facilities acquired, developed, renovated or restored within the project area are changed to a use other than that for which funds were approved, without obtaining prior written formal RCO or board approval, 2) when property interests are conveyed to a third party not otherwise eligible to receive grants in the program from which funding was approved without obtaining prior written formal RCO or board approval, or 3) when obligations to operate and maintain the funded property are not complied with after reasonable opportunity to cure.

Cultural Resources – Archaeological or historic archaeological sites, historic buildings/structures, and cultural or sacred places.

development project – A project that results in the construction of, or work resulting in, new elements, including but not limited to structures, facilities, and/or materials to enhance outdoor recreation resources. A development project may also involve activities that redevelop or renovate an existing facility, and these may occur exclusively in the project or in combination with new construction. For projects in the Boating Facilities Program, the term "development project" includes all of the above and may also include those activities that are defined as maintenance in 50 C.F.R. 86.

director – The chief executive officer of the Recreation and Conservation Office or that person's designee.

effective date – The date when the signatures of all parties to this agreement are present in the agreement.

equipment – Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or \$5,000 (2 C.F.R. Part 200 (as updated)).

funding board or board – The Washington State Recreation and Conservation Funding Board, or the Washington State Salmon Recovery Funding Board. Or both as may apply.

Funding Entity – the entity that approves the project that is the subject to this Agreement.

grant program – The source of the grant funds received. May be an account in the state treasury, or a grant category within a larger grant program, or a federal source.

long-term compliance period – The term of years, beginning on the end date of the agreement, when long-term obligations exist for the Sponsor. The start date and end date of the compliance period may also be prescribed by RCO per the Agreement.

long-term obligations – Sponsor's obligations after the project end date, as specified in the Agreement and manuals and other exhibits as may apply.

landowner agreement – An agreement that is required between a Sponsor and landowner for projects located on land not owned, or otherwise controlled, by the Sponsor.

match or matching share – The portion of the total project cost provided by the Sponsor.

milestone – An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

Office – Means the Recreation and Conservation Office or RCO.

pass-through entity – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 CFR 200 (as updated)). If this Agreement is a federal subaward, RCO is the pass-through entity.

period of performance – The period beginning on the project start date and ending on the project end date.

pre-agreement cost – A project cost incurred before the period of performance.

primary Sponsor – The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. Administration includes but is not limited to acting as the fiscal agent for the grant (e.g. requesting and accepting reimbursements, submitting reports). Primary Sponsor includes its officers, employees, agents and successors.

project – The undertaking that is funded by this Agreement either in whole or in part with funds administered by RCO.

project area – A geographic area that delineates a grant assisted site which is subject to project agreement requirements.

project completion or completed project – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been delivered to and paid by RCO.

- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

project cost – The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (see also 2 C.F.R. Part 200 (as updated)) for federally funded projects.

project end date – The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.

project start date – The specific date identified in the Agreement on which the period of performance starts.

RCFB – Recreation and Conservation Funding Board

RCO – Recreation and Conservation Office – The state agency that administers the grant that is the subject of this Agreement. RCO includes the director and staff.

RCW – Revised Code of Washington

reimbursement – RCO's payment of funds from eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

renovation project – A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

secondary Sponsor – One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

Sponsor – A Sponsor is an organization that is listed in and has signed this Agreement.

Sponsor Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

subaward – Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. Part 200 (as updated). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. Part 200 (as updated)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in the Project Funding Section.

subrecipient – Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency (2 C.F.R. Part 200 (as updated)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

tribal consultation – Outreach, and consultation with one or more federally recognized tribes (or a partnership or coalition or consortium of such tribes, or a private tribal enterprise) whose rights will or may be significantly affected by the proposed project. This includes sharing with potentially-affected tribes the scope of work in the grant and potential impacts to natural areas, natural resources, and the built environment by the project. It also includes responding to any tribal request from such tribes and considering tribal recommendations for project implementation which may include not proceeding with parts of the project, altering the project concept and design, or relocating the project or not implementing the project, all of which RCO shall have the final approval of.

useful service life – Period during which a built asset, equipment, or fixture is expected to be useable for the purpose it was acquired, installed, developed, and/or renovated, or restored per this Agreement.

WAC – Washington Administrative Code.

PERFORMANCE BY THE SPONSOR

The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the RCO (to include any RCO approved changes or amendments thereto). All submitted documents are incorporated by this reference as if fully set forth herein.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written approval of the RCO. Sponsor shall not sell, give, or otherwise assign to another party any property right, or alter a conveyance (see below) for the project area acquired with this grant without prior approval of the RCO.

RESPONSIBILITY FOR PROJECT

Although RCO administers the grant that is the subject of this Agreement, the project itself remains the sole responsibility of the Sponsor. The RCO and Funding Entity (if different from the RCO) undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the implementation of the project is solely that of the Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project has more than one Sponsor, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities and long-term obligations unless otherwise stated in this Agreement.

The RCO, its employees, assigns, consultants and contractors, and members of any funding board or advisory committee or other RCO grant review individual or body, have no responsibility for reviewing, approving, overseeing or supervising design, construction, or safety of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO, its employees, assigns, consultants and contractors, and any funding board or advisory committee or other RCO grant review individual or body will act only to confirm at a general, lay person, and nontechnical level, solely for the purpose of project eligibility and payment and not for safety or suitability, that the project apparently is proceeding or has been completed as per the Agreement.

INDEMNIFICATION

The Sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

Provided that nothing herein shall require a Sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and/or agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents or employees, and (b) the State, or its employees or agents the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or its agents, or employees.

As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51. Sponsor's waiver of immunity under this provision extends only to claims against Sponsor by Indemnitee RCO, and does not include, or extend to, any claims by Sponsor's employees directly against Sponsor.

Sponsor shall ensure that any agreement relating to this project involving any contractors, subcontractors and/or vendors of any tier shall require that the contracting entity indemnify, defend, waive RCW 51 immunity, and otherwise protect the State as provided herein as if it were the Sponsor. This shall not apply to a contractor or subcontractor is solely donating its services to the project without compensation or other substantial consideration.

The Sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable, in performance of the work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or

communicated to the State, its agents, officers and employees pursuant to the Agreement. Provided, this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from the State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to the State, its agents, officers and employees by the Sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

INDEPENDENT CAPACITY OF THE SPONSOR

The Sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the RCO or Funding Entity. The Sponsor will not hold itself out as nor claim to be an officer, employee or agent of the RCO or the Funding Entity, or of the state of Washington, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06.

The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the Sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52; or any similar statute involving the Sponsor in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

COMPLIANCE WITH APPLICABLE LAW

In implementing the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:

- A. **Nondiscrimination Laws.** The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Employment Act (if applicable). In the event of the Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the RCO or Funding Entity. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this project: "During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."
- B. **Secular Use of Funds.** No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.
- C. **Wages and Job Safety.** The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.40. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.
 - 1) Pursuant to RCW 39.12.040(1)(a), all contractors and subcontractors shall submit to Sponsor a statement of intent to pay prevailing wages if the need to pay prevailing wages is required by law. If a contractor or subcontractor intends to pay other than prevailing wages, it must provide the Sponsor with an affirmative statement of the contractor's or subcontractor's intent. Unless required by law, the Sponsor is not required to investigate a statement regarding prevailing wage provided by a contractor or subcontractor.
 - 2) Exception, Service Organizations of Trail and Environmental Projects (RCW 79A.35.130). If allowed by state and federal law and rules, participants in conservation corps programs offered by a nonprofit organization

affiliated with a national service organization established under the authority of the national and community service trust act of 1993, P.L. 103-82, are exempt from provisions related to rates of compensation while performing environmental and trail maintenance work provided: (1) The nonprofit organization must be registered as a nonprofit corporation pursuant to RCW 24.03; (2) The nonprofit organization's management and administrative headquarters must be located in Washington; (3) Participants in the program must spend at least fifteen percent of their time in the program on education and training activities; and (4) Participants in the program must receive a stipend or living allowance as authorized by federal or state law. Participants are exempt from provisions related to rates of compensation only for environmental and trail maintenance work conducted pursuant to the conservation corps program.

- D. **Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature. No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.
- E. **Debarment and Certification.** By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on Washington State Department of Labor and Industries' "Debarred Contractor List."

ARCHAEOLOGICAL AND CULTURAL RESOURCES

- A. Project Review. RCO facilitates the review of projects for potential impacts to archaeology and cultural resources, except as those listed below. The Sponsor shall follow RCO guidance and directives to assist it with such review as may apply.
 - 1) **Projects occurring on State/Federal Lands:** Archaeological and cultural resources compliance for projects occurring on State or Federal Agency owned or managed lands, will be the responsibility of the respective agency, regardless of sponsoring entity type. Prior to ground disturbing work or alteration of a potentially historic or culturally significant structure, or release of final payments on an acquisition, the Sponsor must provide RCO all documentation acknowledging and demonstrating that the applicable archaeological and cultural resources responsibilities of such state or federal landowner or manager has been conducted.
- B. Termination. RCO retains the right to terminate a project due to anticipated or actual impacts to archaeology and cultural resources.
- C. Notice To Proceed. No work shall commence in the project area until RCO has provided a notice of cultural resources completion. RCO may require on-site monitoring for impacts to archaeology and cultural resources during any demolition, construction, land clearing, restoration, or repair work, and may direct that work stop to minimize, mitigate, or avoid impacts to archaeology and cultural resource impacts or concerns. All cultural resources requirements for non ground disturbing projects (such as acquisition or planning projects) must be met prior to final reimbursement.
- D. Compliance and Indemnification. At all times, the Sponsor shall take reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic resources in the project area, and comply with any RCO direction for such minimization and mitigation. All federal or state cultural resources requirements under Governor's Executive Order 21-02 and the National Historic Preservation Act, and the State Environmental Policy Act and the National Environmental Policy Act, and any local laws that may apply, must be completed prior to the start of any work on the project site. The Sponsor must agree to indemnify and hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the project funded under this Agreement. Sponsor shall comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.
- E. Costs associated with project review and evaluation of archeology and cultural resources are eligible for reimbursement under this agreement. Costs that exceed the budget grant amount shall be the responsibility of the Sponsor.
- F. Inadvertent Discovery Plan. The Sponsor shall request, review, and be bound by the RCO Inadvertent Discovery Plan, and:
 - 1) Keep the IDP at the project site.
 - 2) Make the IDP readily available to anyone working at the project site.
 - 3) Discuss the IDP with staff and contractors working at the project site.

- 4) Implement the IDP when cultural resources or human remains are found at the project site.

G. Inadvertent Discovery

- 1) If any archaeological or historic resources are found while conducting work under this Agreement, the Sponsor shall immediately stop work and notify RCO, the Department of Archaeology and Historic Preservation at (360) 586-3064, and any affected Tribe, and stop any activity that may cause further disturbance to the archeological or historic resources.
- 2) If any human remains are found while conducting work under this Agreement, Sponsor shall immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then RCO, all in the most expeditious manner, and stop any activity that may cause disturbance to the remains. Sponsor shall secure the area of the find will and protect the remains from further disturbance until the State provides a new notice to proceed.
 - a) Any human remains discovered shall not be touched, moved, or further disturbed unless directed by the Department of Archaeology and Historic Preservation (DAHP).
 - b) The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.

RECORDS

- A. **Digital Records.** If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.
- B. **Maintenance and Retention.** The Sponsor shall maintain books, records, documents, data and other records relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of nine years from the date RCO deems the project complete, as defined in the PROJECT REIMBURSEMENTS Section. If any litigation, claim or audit is started before the expiration of the nine (9) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- C. **Access to Records and Data.** At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.
- D. **Public Records.** Sponsor acknowledges that the RCO is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04 (which ever applies). Additionally, the Sponsor agrees to disclose any information in regards to the expenditure of that funding as if the project sponsor were subject to the requirements of chapter 42.56 RCW. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such record to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

PROJECT FUNDING

- A. **Authority.** This Agreement and funding is made available to Sponsor through the RCO.
- B. **Additional Amounts.** The RCO or Funding Entity shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the RCO director and incorporated by written amendment into this Agreement.

- C. **Before the Agreement.** No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by the RCO director, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- D. **After the Period of Performance.** No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the RCO or Funding Entity may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

PROJECT REIMBURSEMENTS

- A. **Reimbursement Basis.** This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12, whichever has been designated to apply. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may request reimbursement only after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in the PROJECT FUNDING Section. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor, or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. **Reimbursement Request Frequency.** The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recent applicable RCO manuals and this Agreement regarding reimbursement requirements.
- C. **Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the Sponsor.
- D. **Conditions for Payment of Retainage.** RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the following has occurred:
 - 1) RCO has accepted the project as a completed project, which acceptance shall not be unreasonably withheld.
 - 2) On-site signs are in place (if applicable); Any other required documents and media are complete and submitted to RCO; Grant related fiscal transactions are complete, and
 - 3) RCO has accepted a final boundary map of the project area for which the Agreement terms will apply in the future.

RECOVERY OF PAYMENTS

- A. **Recovery for Noncompliance.** In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, fails to meet its percentage of the project total, and/or fails to comply with any of the terms and conditions of the Agreement, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- B. **Return of Overpayments.** The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time the Sponsor received such overpayment. Unless the overpayment is due to an error of RCO, the payment shall be due and owing on the date that the Sponsor receives the overpayment from the RCO. If the payment is due to an error of RCO, it shall be due and owing 30 days after demand by RCO for refund.

COVENANT AGAINST CONTINGENT FEES

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the Sponsor, to terminate this Agreement and to be reimbursed by Sponsor for any grant funds paid to Sponsor (even if such funds have been subsequently paid to an agent), without liability to RCO or, in RCO's discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

INCOME (AND FEES) AND USE OF INCOME

See WAC 286-13-110 for additional requirements for projects funded from the RCFB.

- A. **Compatible source.** The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement and any applicable manuals, RCWs, and WACs.
- B. **Use of Income.** Subject to any limitations contained in applicable state or federal law, any needed approvals of RCO, and applicable rules and policies, income or fees generated at a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, rent, franchise fees, ecosystem services, carbon offsets sequestration, etc.) during or after the reimbursement period cited in the Agreement, must be used to offset:
 - 1) The Sponsor's matching resources;
 - 2) The project's total cost;
 - 3) The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the grant funding;
 - 4) The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the Sponsor's system;
 - 5) Capital expenses for similar acquisition and/or development and renovation; and/or
 - 6) Other purposes explicitly approved by RCO or otherwise provided for in this agreement.
- C. **Fees.** User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored and shall be consistent with the:
 - 1) Grant program laws, rules, and applicable manuals;
 - 2) Value of any service(s) furnished;
 - 3) Value of any opportunities furnished; and
 - 4) Prevailing range of public fees in the state for the activity involved.

PROCUREMENT REQUIREMENTS

- A. **Procurement Requirements.** If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists, the Sponsor must follow these minimum procedures:
 - 1) Publish a notice to the public requesting bids/proposals for the project;
 - 2) Specify in the notice the date for submittal of bids/proposals;
 - 3) Specify in the notice the general procedure and criteria for selection; and
 - 4) Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.
 - 5) Comply with the same legal standards regarding unlawful discrimination based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

Alternatively, Sponsor may choose a bid from a bidding cooperative if authorized to do so.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

TREATMENT OF EQUIPMENT AND ASSETS

Equipment shall be used and managed only for the purpose of this Agreement, unless otherwise provided herein or in the applicable manuals, or approved by RCO in writing.

- A. **Discontinued Use.** Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the

equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.

B. **Loss or Damage.** The Sponsor shall be responsible for any loss or damage to equipment.

RIGHT OF INSPECTION

The Sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, long-term obligations, compliance, and/or quality assurance under this Agreement. If a landowner agreement or other form of control and tenure limits access to the project area, it must include (or be amended to include) the RCO's right to inspect and access lands acquired or developed with this funding assistance.

STEWARDSHIP AND MONITORING

Sponsor agrees to perform monitoring and stewardship functions as stated in the applicable WACs and manuals, this Agreement, or as otherwise directed by RCO consistent with the existing laws and applicable manuals. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the RCO; provided that RCO does not represent that any monitoring it may recommend will be adequate to reasonably assure project performance or safety. It is the sole responsibility of the Sponsor to perform such additional monitoring as may be adequate for such purposes.

PREFERENCES FOR RESIDENTS

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

ACKNOWLEDGMENT AND SIGNS

A. **Publications.** The Sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.

B. **Signs.**

- 1) During the period of performance through the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations on the project area that acknowledge the applicable grant program's funding contribution, unless waived by the director; and
- 2) During the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations to notify the public of the availability of the site for reasonable public access.

C. **Ceremonies.** The Sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The Sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies and in all advertisements and mailings thereof, and any and all of its related digital media publications.

PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS

The following provisions shall be in force:

A. **Operations and Maintenance.** Properties, structures, and facilities developed, maintained, or operated with the assistance of money granted per this Agreement and within the project area shall be built, operated, and maintained according to applicable regulations, laws, building codes, and health and public safety standards to assure a reasonably safe condition and to prevent premature deterioration. It is the Sponsor's sole responsibility to ensure the same are operated and maintained in a safe and operable condition. The RCO does not conduct safety inspections or employ or train staff for that purpose.

B. **Document Review and Approval.** Prior to commencing construction or finalizing the design, the Sponsor agrees to submit one copy of all construction and restoration plans and specifications to RCO for review solely for compliance with the scope of work to be identified in the Agreement. RCO does not review for, and disclaims any responsibility to review for safety, suitability, engineering, compliance with code, or any matters other than the scope so identified. Although RCO staff may provide tentative guidance to a Sponsor on matters related to site accessibility by persons with a disability, it is the Sponsor's responsibility to confirm that all legal requirements for accessibility are met even if

the RCO guidance would not meet such requirements.

- 1) Change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the RCO must receive prior written approval of the RCO.

C. **Control and Tenure.** The Sponsor must provide documentation that shows appropriate tenure and term (such as long-term lease, perpetual or long-term easement, or perpetual or long-term fee simple ownership, or landowner agreement or interagency agreement for the land proposed for construction, renovation, or restoration. The documentation must meet current RCO requirements identified in this Agreement as of the effective date of this Agreement unless otherwise provided in any applicable manual, RCW, WAC, or as approved by the RCO.

D. **Use of Best Management Practices.** Sponsors are encouraged to use best management practices including those developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include "Integrated Streambank Protection Guidelines", 2002; "Land Use Planning for Salmon, Steelhead and Trout: A land use planner's guide to salmonid habitat protection and recovery", 2009, "Protecting Nearshore Habitat and Functions in Puget Sound", 2010; "Stream Habitat Restoration Guidelines", 2012; "Water Crossing Design Guidelines", 2013; and "Marine Shoreline Design Guidelines", 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG Web site. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in "Reducing Accidental Introductions of Invasive Species" which is available on the WISC Web site.

E. At no time shall the Sponsor design, construct, or operate this grant funded project in a way that unreasonably puts the public, itself, or others at risk of injury or property damage. The Sponsor agrees and acknowledges that the Sponsor is solely responsible for safety and risk associated with the project, that RCO does not have expertise, capacity, or a mission to review, monitor, or inspect for safety and risk, that no expectation exists that RCO will do so, and that RCO is in no way responsible for any risks associated with the project.

LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS

A. **Long-Term Obligations.** This section applies to completed projects only.

B. **Perpetuity.** For acquisition, development, and restoration projects, or a combination thereof, unless otherwise allowed by applicable manual, policy, program rules, or this Agreement, or approved in writing by RCO. The RCO requires that the project area continue to function for the purposes for which these grant funds were approved, in perpetuity.

C. **Conversion.** The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, renovated, and/ or restored pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies. Conversion includes, but is not limited to, putting such property (or a portion of it) to uses other than those purposes for which funds were approved or transferring such property to another entity without prior approval via a written amendment to the Agreement. All real property or facilities acquired, developed, renovated, and/or restored with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policies or unless a transfer or change in use is approved by the RCO through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is subject to operation and or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred shall be based upon all terms of the Agreement, and all applicable state of federal laws or regulation.

- 1) When a conversion has been determined to have occurred, the Sponsor shall remedy the conversion as set forth in this Agreement (with incorporated documents) and as required by all applicable policies, manuals, WACs and laws that exist at the time the remedy is implemented or the right to the remedy is established by a court or other decision-making body, and the RCO may pursue all remedies as allowed by the Agreement or law.

CONSTRUCTION, OPERATION, USE, AND MAINTENANCE OF ASSISTED PROJECTS

The following provisions shall be in force for this agreement:

A. **Property and facility operation and maintenance.** Sponsor must ensure that properties or facilities assisted with the grant funds, including undeveloped sites, are built, operated, used, and maintained:

- 1) According to applicable federal, state, and local laws and regulations, including public health standards and building codes;
- 2) In a reasonably safe condition for the project's intended use;

- 3) Throughout its estimated useful service life so as to prevent undue deterioration;
- 4) In compliance with all federal and state nondiscrimination laws, regulations and policies.

B. **Open to the public.** Unless otherwise specifically provided for in the Agreement, and in compliance with applicable statutes, rules, and applicable WACs and manuals, facilities must be open and accessible to the general public, and must:

- 1) Be constructed, maintained, and operated to meet or exceed the minimum requirements of the most current guidelines or rules, local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as amended and updated.
- 2) Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
- 3) Be available for appropriate use by the general public at reasonable hours and times of the year, according to the type of area or facility, unless otherwise stated in RCO manuals or, by a decision of the RCO director in writing. Sponsor shall notify the public of the availability for use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information.

ORDER OF PRECEDENCE

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of a direct and irreconcilable conflict between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:

- A. Federal law and binding state executive orders;
- B. Code of federal regulations;
- C. Terms and conditions of a grant award to the state from the federal government;
- D. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;
- E. State Constitution, RCW, and WAC;
- F. Agreement Terms and Conditions and Applicable Manuals;
- G. Applicable deed restrictions, and/or governing documents.

LIMITATION OF AUTHORITY

Only RCO's Director or RCO's delegate authorized in writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate.

WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached as an amendment to the original Agreement.

APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH

The Funding Entity (if different from RCO) and RCO rely on the Sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

SPECIFIC PERFORMANCE

RCO may, at its discretion, enforce this Agreement by the remedy of specific performance, which means Sponsors' completion of the project and/or its completion of long-term obligations as described in this Agreement. However, the remedy

of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the RCO shall be deemed exclusive. The RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

TERMINATION AND SUSPENSION

The RCO requires strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules, and RCO policies, and with the representations of the Sponsor in its application for a grant as finally approved by RCO. For federal awards, notification of termination will comply with 2 C.F.R. § 200 (as updated).

A. For Cause.

- 1) The RCO director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:
 - a) If the Sponsor breaches any of the Sponsor's obligations under this Agreement;
 - b) If the Sponsor fails to make progress satisfactory to the RCO director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines; or
 - c) If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;
- 2) Prior to termination, the RCO shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.
- 3) RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.

B. For Convenience. Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination. A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:

- 1) The Sponsor was not in default; or
- 2) Failure to perform was outside Sponsor's control, fault or negligence.

C. Rights and Remedies of the RCO.

- 1) The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
- 2) In the event this Agreement is terminated by the director, after any portion of the grant amount has been paid to the Sponsor under this Agreement due to Sponsor's breach of the Agreement or other violation of law, the director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent repayment would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.

D. Non Availability of Funds. The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.

- 1) **Suspension:** The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean

all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.

- 2) **No Waiver.** The failure or neglect of RCO to require strict compliance with any term of this Agreement or to pursue a remedy provided by this Agreement or by law shall not act as or be construed as a waiver of any right to fully enforce all rights and obligations set forth in this Agreement and in applicable state or federal law and regulations.

DISPUTE HEARING

Except as may otherwise be provided in this Agreement, when a dispute arises between the Sponsor and the RCO, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The Sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the persons chosen by the Sponsor and director shall be dismissed and an alternate person chosen by the Sponsor, and one by the director shall be appointed and they shall agree on a third person. This process shall be repeated until a three person panel is established.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the majority decision of the dispute panelists, unless the remedy directed by that panel is beyond the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own costs and attorneys' fees.

GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in the Superior Court of a county where the project is situated, if venue there is legally proper, and if not, in a county where venue is legally proper. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington and agrees to venue as set forth above.

SEVERABILITY

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

END OF STANDARD TERMS AND CONDITIONS

This is the end of the Standard Terms and Conditions of the Agreement.



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: Engineering Services Proposal for Design of Miller Park.	Agenda Date: January 27, 2026		AB26-005
	Department/Committee/Individual	Created	Reviewed
	Mayor		
	City Administrator		X
	City Attorney		
	City Engineer	X	
	City Clerk		X
	Finance Dept		
	Building Official		
	Fire Dept		
	Parks & Recreation		X
	Building & Planning		
	Police Dept		
	Municipal Court		
	PW/Utilities		
Staff Contact: Erin Snodgrass			
Attachments: Letter dated January 21, 2026, includes attached Engineering Services Proposal.			
SUMMARY STATEMENT: This is an Engineering Services Proposal for design of improvements for the Miller Park Project. The proposal is consistent with the RCO Agreement.			
COMMITTEE REVIEW AND RECOMMENDATION: NA			
RECOMMENDED ACTION: Move to Approve the Engineering Services Proposal for Design of Miller Park.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	



January 21, 2026

Mr. Chris Banks
Interim City Administrator
City of Buckley
P.O. Box 1960
Buckley, Washington 98321

**SUBJECT: ENGINEERING DESIGN PROPOSAL FOR MILLER PARK
CITY OF BUCKLEY, PIERCE COUNTY, WASHINGTON
G&O #26204.00**

Dear Mr. Banks:

Gray & Osborne has developed this Proposal to provide design engineering services for Miller Park.

The attached Exhibit A defines the Scope of Work for the design phase of the project. The attached Exhibit B includes a breakdown of hours and fees for this work. The estimated cost for completing the Scope of Work is \$246,745.

Thank you for the opportunity to provide this Proposal. Should you concur with this Engineering Services Proposal, please have the authorization executed on the following page and return a copy of this transmittal to me.

Sincerely,

GRAY & OSBORNE, INC.

A handwritten signature in black ink, appearing to read 'DJM'.

Dominic J. Miller, P.E.

DJM/sp
Encl.

cc: Ms. Erin Snodgrass, Parks and Recreation Director, City of Buckley



Mr. Chris Banks
January 21, 2026
Page 2

CITY OF BUCKLEY – ENGINEERING DESIGN OF MILLER PARK

Gray & Osborne, Inc. is hereby authorized to proceed with the engineering services as noted herein and under the terms and conditions of our current General Engineering Services Contract dated September 14, 2011, for a cost not to exceed \$246,745 as noted herein without further specific written and additional authorization from the City.

Name (Print)

Title

Signature

Date

EXHIBIT A

SCOPE OF WORK

CITY OF BUCKLEY ENGINEERING DESIGN – MILLER PARK

PROJECT OVERVIEW

The City of Buckley (City) plans to complete Miller Park on City-owned property to the east of Bevlo Street and north of Ryan Road. The City has obtained partial funding through the Washington State Recreation and Conservation Office (RCO). The project includes the following planned improvements on the park property.

- Four pickleball courts each with asphalt surfacing, exterior chain-link fencing, lighting, acrylic coating, striping, and removable posts with nets. The court area will also be able to be striped as a single tennis court.
- Grass volleyball court with sod placed on compacted sand base and removable poles with net.
- Walkways throughout the park for pedestrian circulation, including concrete (typically 6 feet wide) and asphalt (typically 8 feet wide). Concrete walkways are intended to be in and around the large picnic shelter, concrete plaza areas, playground areas, and sports courts. Asphalt walkways are intended to provide a full loop of the park with points of connection to the existing sidewalk on the north and south ends of Bevlo Street, adjacent to the park.
- Playground areas, including playground equipment for both 2- to 5-year-olds and 5- to 12-year-olds. Example equipment includes structures with slides and climbing features, swings, spinners, and other stand-alone pieces. Concrete handicap-accessible (ADA) ramps and accessible surfacing is intended to be installed for access to all play equipment.
- Prefabricated concrete restroom building with added storage area for park equipment. Utility services stubbed from Bevlo Street will be extended to the restroom building. Services include water, sewer, and power.
- Prefabricated large picnic shelter (approximately 30 feet by 40 feet) to accommodate six to eight picnic tables. The shelter is intended to be coated steel with gable ends on the roof and to include gutters, downspouts, and interior lighting.

- Concrete plaza area between the playground area and Bevlo Street to include a circular concrete seat wall, access to the large picnic shelter and restroom, and transition to the concrete pedestrian paths.
- Site amenities placed throughout the park are intended to include benches, trash receptacles, picnic tables, a small picnic shelter to accommodate a single picnic table, park signs and/or kiosk, and wetland education signage. Pedestrian scale sight lighting is also intended for installation at the plaza area.
- Storm drain collection for the westerly areas of the park, including pickleball courts, concrete plaza, large picnic shelter, and playground area. Storm runoff from the looped asphalt trail will discharge to the adjacent lawn areas or wetland buffers.
- Landscaping Plans including lawn and planter areas near the picnic shelter, plaza area, and playground area, lawn areas around the pickleball courts, lawn areas within the looped asphalt trail in the eastern area of the park, and buffer screening trees along the non-wetland area portion of the north property line and along the westerly portion of the south property line.
- Irrigation system with zones and heads for planting areas, trees, and lawn areas. Irrigation service stubbed from Bevlo Street will be used as the irrigation water service and will be equipped with a backflow prevention assembly. An irrigation controller is intended to be located in the restroom building.

The City has requested a Scope of Work for engineering services to design the Miller Park Project.

The estimated construction cost of the proposed project is \$1,750,000. The Scope of Work includes engineering services through the design portion of the project only. The design work is anticipated to be completed by late Spring of 2026 to allow for construction to begin in the Summer of 2026. Due to lead times on structures and equipment, completion of the park is not anticipated until early Spring of 2027.

ASSUMPTIONS

1. The topographical and control survey previously completed by Gray & Osborne and the Record Drawings for the Bevlo Street improvements will be used for design of the proposed park improvements.
2. The SEPA Determination issued previously by the City encompasses the planned park improvements for the project.
3. The wetland delineation and buffer determination previously completed by Environmental Consultants, Inc. will be used on the Park Site Plan and protected accordingly as part of the park design.
4. The City owns the property, including rights-of-way over which the project will be constructed. No Rights of Entry or Temporary Construction Permits will be required.
5. The City is to provide Gray & Osborne with the following information during the design phase.
 - a. For potential pre-purchase through Municipal Purchasing Contracts: Prefabricated restroom building, prefabricated large picnic shelter, playground equipment, playground surfacing, and site amenities.
 - b. Selection of species of landscaping plants and trees.
 - c. Confirmation of irrigation equipment, including a controller and heads.

More specifically, the work will include the following Tasks.

Task 1 – Project Management and Oversight

Provide overall project management and oversight of the project work by the Principal-in-Charge and Project Manager and provide overall project management and oversight services, to include the following.

- A. Procure sufficient staff resources to dedicate to the project.
- B. Prepare and execute Subconsultant Contracts.
- C. Manage Subconsultant work.

- D. Manage and control project budget and schedule.
- E. Manage and provide monthly progress reports and invoices.
- F. Coordinate responses and incorporate City review comments on design submittals.

Task 2 – Stormwater Site Plan

- A. Prepare Stormwater Site Plan Report in accordance with City codes, including the City-adopted *2019 Department of Ecology Stormwater Manual*.
- B. The majority of the impervious surfaces in the park are intended to drain to the stormwater collection system in Bevlo Street, then to the stormwater pond on the west side of Bevlo Street.
- C. Incorporate information from the pond sizing calculations from the Bevlo Street Project to confirm capacity of the pond for treatment and detention.
- D. Prepare a Stormwater Pollution Prevention Plan (SWPPP) and obtain a Washington State Department of Ecology (Ecology) Construction Stormwater General Permit for coverage for the disturbance of over 1 acre. Project Specifications are to include the transfer of the Permit to the Contractor.

Task 3 – Cultural Resources Assessment

- A. Perform an onsite cultural resources assessment per State of Washington requirements, including RCO and the Department of Archaeology and Historic Preservation. The assessment is to be performed by Subconsultant (Cultural Resource Consultants, LLC).
- B. Incorporate findings and recommendations into Bid Specifications, including an Inadvertent Discovery Plan.

Task 4 – Engineering Design

- A. Prepare engineering design (Plans, Specifications, and Cost Estimate) at the 50 and 90 percent levels.
- B. Plans are to include a Title Sheet, Legend, Location and Vicinity Maps, Site Plans, Plan and Profile Sheets, Cross-Sections, Landscaping, Irrigation, Fencing, Lighting, Electrical, Utilities, Special Notes, Special Details, etc.
- C. Specifications are to be in CSI format. Specifications are to include the City-approved Proposal, Agreement/Contract, Bonds, and General Conditions Documents.
- D. Calculate Bid Quantities and prepare Construction Cost Estimates.
- E. Identify items for separate purchase by the City, to be installed by the Contractor. Potential items are to include the restroom building, large picnic shelter, small picnic shelter, pickleball court lighting, playground equipment, picnic tables, trash receptacles, and benches. Assist the City in selection of items by soliciting manufacturer information, including quality, costs, layouts, and maintenance requirements.
- F. Prepare structural design information for picnic shelter foundations, restroom building, and light fixture foundations.
- G. Prepare electrical design information for power to park facilities, including restroom building, pickleball court lighting, large picnic shelter lighting, plaza lighting, and irrigation controller.

Task 5 – Permit Applications and Documentation

- A. Submit 100 Percent Design Documents to RCO for approval.
- B. Obtain Ecology Construction Stormwater General Permit coverage, including completion of the Notice of Intent (NOI) process.
- C. Obtain City Building Permits for the restroom building and large picnic shelter.
- D. Coordinate with Puget Sound Energy for the park electrical service meter.

Task 6 – Bid and Award Services

- A. Distribute Bid Documents to Contractors and plan centers through the Gray & Osborne website.
- B. Respond to Contractor inquiries and prepare Addenda as necessary.
- C. Review bids, prepare Bid Tabulation, and prepare an Award of Recommendation letter.

Task 7 – Quality Assurance/Quality Control

- A. Oversee two, in-house, quality assurance/quality control meetings at Gray & Osborne's office during the course of the design project. The meetings will include senior project staff, selected design team members, and City staff (as required and/or desired).
- B. Ensure incorporation of relevant recommendations and suggestions into bid/construction documents resulting from QA/QC reviews.

BUDGET

The maximum amount payable to the Engineer for completion of work associated with this Scope of Work, including contingencies, salaries, overhead, direct non-salary costs, and net fee, is set forth in the attached Exhibit B. This amount will not be exceeded without prior written authorization of the City.

DELIVERABLES

At the conclusion of the design effort and during the course of the project, as applicable, the Engineer will deliver to the City the following documents.

1. A pdf of the half-scale Plans, Cost Estimates, and Project Specifications at the 50 and 90 percent design effort levels.
2. A pdf set of the Final Bid Documents, Plans, and Specifications.

EXHIBIT B

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

CITY OF BUCKLEY - ENGINEERING DESIGN FOR MILLER PARK

Tasks	Principal/ Project Manager Hours	Project Engineer Hours	Environmental Specialist Hours	Structural Engineer Hours	Electrical Engineer Hours	Engineer-In- Training Hours	AutoCAD Technician Hours
1 Project Management and Oversight	36						
2 Stormwater Site Plan	6	24				56	14
3 Cultural Resources Assessment	2	4	16			8	
4 Engineering Design							
A. 50 Percent Design Submittal	24	32	8	12	24	112	120
B. 90 Percent Design Submittal	32	40	8	16	40	160	160
C. 100 Percent Design Submittal	24	28	4	16	24	80	96
5 Permit Applications and Documentation	8	10	40	16	12	16	16
6 Bid and Award Services	12	8		2	4	12	8
7 Quality Assurance/Quality Control	16	16	6	8	8	16	12
Hour Estimate:	160	162	82	70	112	460	426
Estimated Fully Burdened Billing Rate:*	\$257	\$176	\$188	\$220	\$220	\$136	\$115
Fully Burdened Labor Cost:	\$41,120	\$28,512	\$15,416	\$15,400	\$24,640	\$62,560	\$48,990

Total Fully Burdened Labor Cost: \$ 236,638

Direct Non-Salary Cost:

 Mileage & Expenses (Mileage @ current IRS rate) \$ 1,367

Subconsultant:

 Cultural Resources Evaluation \$ 7,945

 Subconsultant Markup (10%) \$ 795

TOTAL ESTIMATED COST: \$ 246,745

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.



Cultural Resource Consultants

Project Scope and Fee Proposal

Client Information

Applicant	Project Manager / Contact Name	Phone
Gray & Osborne, Inc.	Eric Noah	360-227-1093
Mailing Address	City, State, Zip	Email
2102 Carriage Drive SW	Olympia, WA 98502	enoah@g-o.com

Project Information

Project Title	Regulatory Nexus	CRC Project Number		
Miller Park Phase 1 & 2	EO 21-02	2511B		
Project Location	Project City			
Pierce County parcels 0619038005 and 0619038006		Buckley		
Section	Township	Range	County	Total Project Length
3	19 North	06 East	Pierce	2.2 acres

Project Description

The project proposes to transform Miller Park into a centralized community park. The park will feature paved accessible walking paths, a spacious ADA-compliant playground, picnic shelters, a multi-use court, grass volleyball court, restroom, and landscaped open green spaces with views of Mount Rainier. The project is funded by RCO (#24-2106 & #24-1961).

Project Schedule

Anticipated Completion Date:

December 2025 - CRC anticipates completion of this project by January 30, 2026.
January 2026

Project Assumptions

- * This scope and budget is based upon information provided as of 29 October 2025. Any changes may require a change in budget to accommodate updating project information not received prior to the start of this project.
- * This scope and budget is based upon the assumption that CRC's current levels of insurance liabilities are sufficient for this project.
- * This budget assumes the client will provide utility locator services, per Washington State Law (RCW 19.122), prior to CRC field investigations.
- * This scope and budget assumes the property is clear of excess vegetation so that CRC archaeologists will be able to walk appropriately spaced transects with minimal path clearing.
- * This scope assumes that up to one (1) archaeological site and no historic sites will be identified within the project area. This budget was prepared with the assumption that up to 24 shovel test probes would be excavated at 20-meter intervals across the project location. If extensive archaeological deposits are encountered or if additional shovel test probes are warranted within the project area it may be necessary to modify this agreement to accommodate additional investigations for purposes of site identification.
- * This scope assumes that all relevant project information, prior reports including geotechnical reports, historic/architectural reports, design plans, and project maps in addition to relevant project correspondence with DAHP or other agencies requesting this assessment and/or Tribal cultural resources staff will be provided with the signed Agreement so that CRC may begin this project immediately upon receipt of signed agreement.
- * This scope does not include additional services for impact mitigation regarding archaeological or historic sites.
- * This scope assumes that no meetings with clients and/or stakeholders will be required.
- * This scope assumes that project proponents can provide timely Right Of Entry to CRC so the project may be completed within the stated project schedule.
- * This scope assumes that the property is safe for CRC to enter and free of contaminants, health hazards and other unsafe working conditions.
- * If human remains are found within the project area, all CRC field investigations will cease immediately, proper authorities will be notified and CRC will not resume field investigations until applicable state laws are addressed.

Project Deliverables

CRC will provide the following project components as part of this cultural resources assessment.

Task 1 - Background Research

CRC will conduct a search on Washington Department of Archaeology and Historic Preservation's (DAHP) WISAARD system to identify recorded historic built environment, historic register listed properties, archaeological sites, cemeteries, and previously completed cultural resources assessment in proximity to the project location. CRC will review pertinent environmental, archaeological, ethnographic, and historical information appropriate to the project location from a variety of available resources. The goal of background research is to provide contextual information regarding the natural environment and cultural use of the project location, identify recorded cultural resources, and determine the potential for as-yet unrecorded cultural resources to be encountered during proposed project actions.

Task 2 - Tribal Contact

CRC will contact the cultural resources staff of Tribes that may have an interest in or information regarding the project location. This communication is intended to inform the cultural resources assessment and does not constitute government-to-government consultation. Copies of this correspondence and received responses will be included as an attachment in the cultural resources assessment.

Task 3 - Field Identification

CRC will conduct field investigations of the project location to identify archaeological and historical resources. Investigation will include pedestrian survey and subsurface excavation in amenable environments that have the potential to contain buried archaeological deposits. Methods will be consistent with DAHP guidelines.

Task 4 - Documentation of Findings

CRC will document and record identified archaeological and historic sites within the project location on DAHP archaeological and/or historic site(s) forms. All identified resources will be photo-documented and recorded in the field. Archaeological materials or deposits will be documented and reburied, if appropriate, within the find location. Cultural resources will be evaluated for significance following local, state, and/or national significance as appropriate based on the project's regulatory nexus. Documentation will be consistent with DAHP standards and will be completed on DAHP's WISAARD system.

Task 5 - Cultural Resources Assessment Report

CRC will prepare a technical memo describing background research, field methods, results of investigations, and management recommendations. The report will provide supporting documentation of findings, including maps and photographs, and will conform to DAHP reporting standards and the appropriate requirements based on the regulatory nexus. Report and support materials will be provided electronically in PDF format. As a part of the assessment, CRC will document and record identified archaeological and historic sites within the project location on DAHP archaeological and/or historic site(s) forms, and will evaluate significance of the identified resources following local, state, and/or national significance as appropriate based on the project's regulatory nexus. Documentation will be consistent with DAHP standards and will be completed on DAHP's WISAARD system. This task includes three rounds of consolidated comments prior to the submission of the final report. RCO will submit the third draft and final cultural resources assessment and any associated documentation to DAHP, via their WISAARD system.

* No cultural resources study can wholly eliminate uncertainty regarding the potential for prehistoric sites, historic properties or traditional cultural properties to be associated with a project. The information we will present within our reports is based on our years of experience and professional opinions derived from the analysis and interpretation of the documents, records, literature, and information we are able to identify and use within our report, and during our field investigation and observations to be conducted in the process of preparing our technical report. The conclusions and recommendations we present will apply to the project conditions existing at the time of our study and those reasonably foreseeable.

Project Fee

The fee for services described above is anticipated to be less than	\$	7,945.00
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* The time frame and fee for services quote is valid for ten (10) business days.

E. STAFF REPORTS



CITY OF BUCKLEY FIRE DEPARTMENT STAFF REPORT



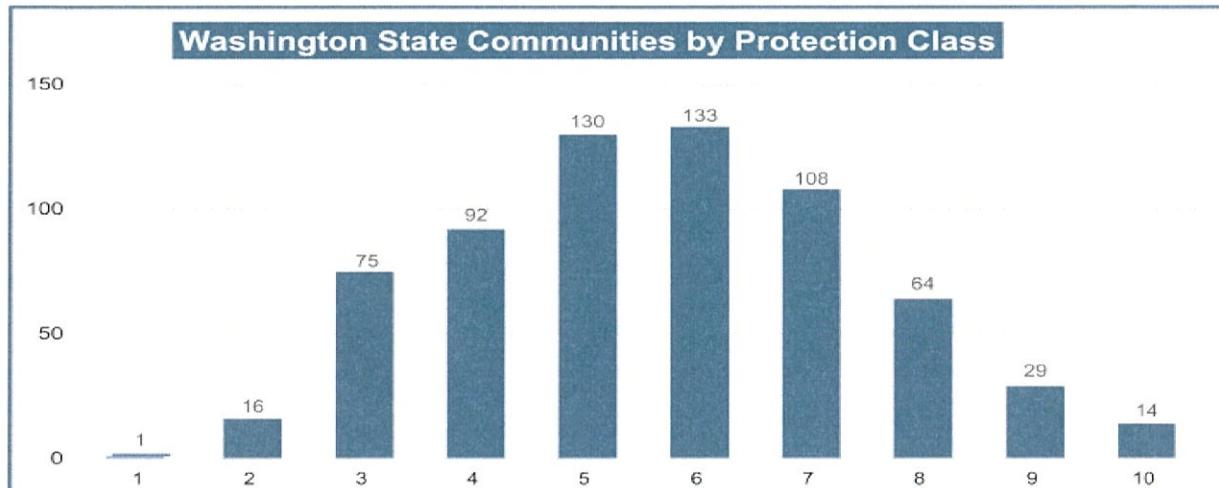
January 27, 2026

To: Mayor and City Council
Fr: Eric Skogen, Fire Chief
Cc: Chris Banks, Interim City Administrator
Re: 4th Quarter 2025 Fire Department Activity

The City of Buckley Fire Department wrapped up the year 2025 with 1,442 calls for service. This is a 5% decrease compared to the same time period last year when we handled 1,512 calls for service. For the second consecutive season, we are no longer the primary Ambulance service to Crystal Mountain Ski Patrol. We may still be dispatched to life-threatening emergencies at Ski Patrol or be asked to respond in the event that there are no Private Ambulances available. This resulted in an approximate 80% decrease in calls to Ski Patrol last year and should remain consistently similar in 2026.

In November, the Washington Survey and Rating Bureau (WSRB) notified us that we would be maintaining our Protection Class 3 rating for 2025-2030. WSRB determines the Protection Class of cities and fire protection districts by evaluating their fire protection/suppression capabilities using a schedule approved by the Washington State Office of the Insurance Commissioner, called the WSRB Community Protection Class Grading Schedule.

As a result of this evaluation the communities are assigned a Protection Class of 1 through 10, where 1 indicates exemplary fire protection capabilities, and 10 indicates the capabilities, if any, are insufficient for insurance rating credit.

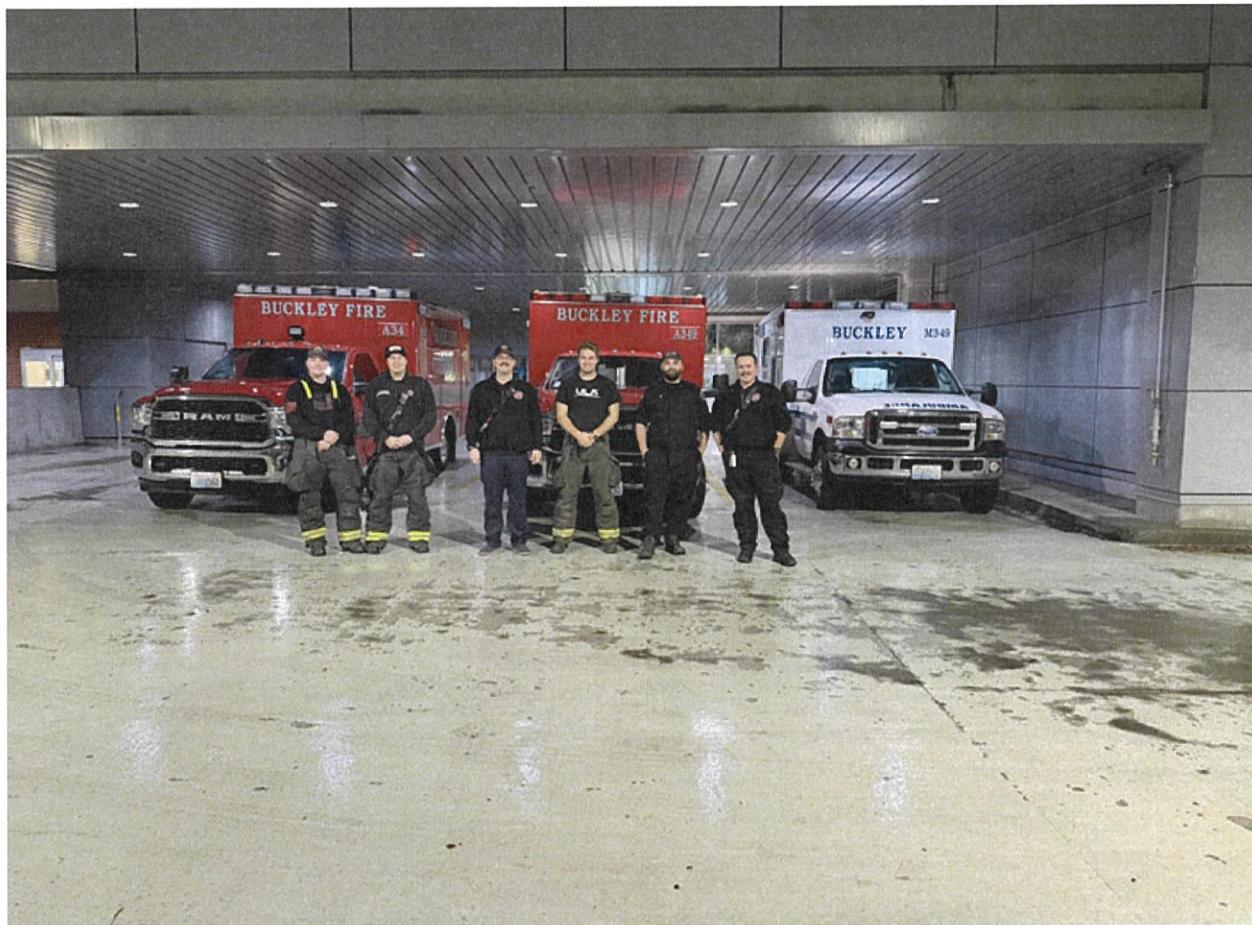


Our initial evaluation occurred in 2024 and leaned towards moving us closer to Protection Class 4. Given an opportunity for remediation, the department was able to demonstrate improvements and efficiencies that resulted in maintaining our Protection Class 3 Rating, and in some respects improving our overall grade even further.

Areas where we gained the most points that led to improving our rating include the following:

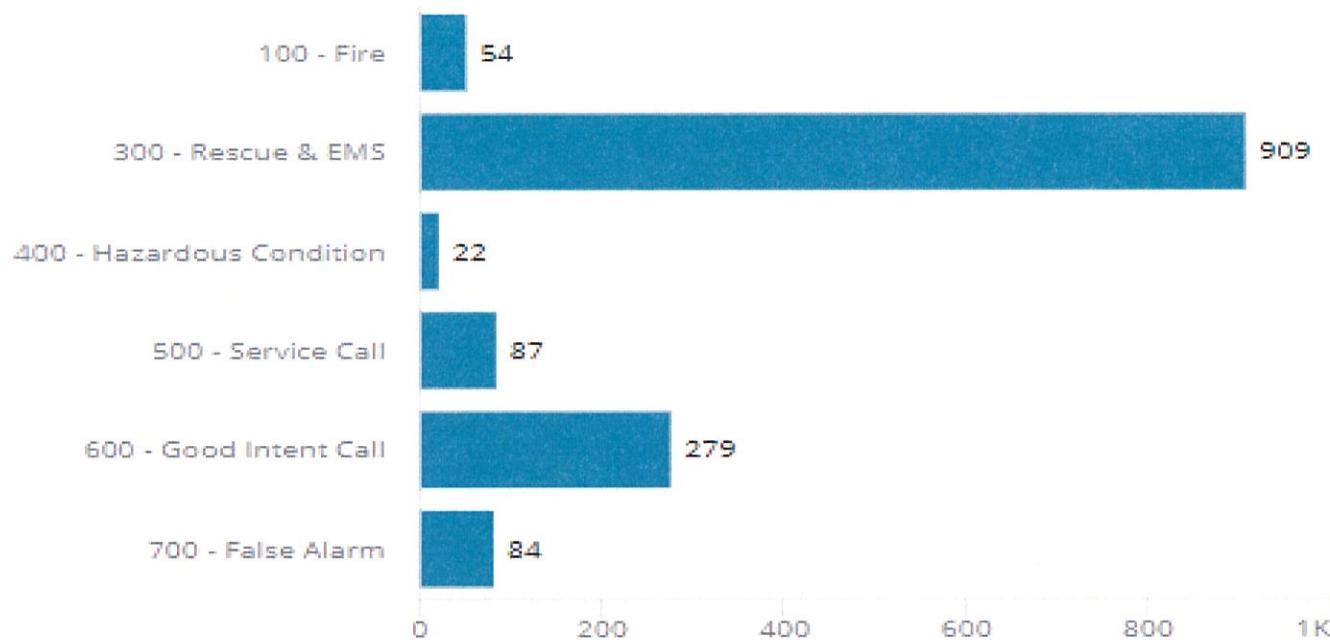
- Implementing a 3rd party tracking system for maintaining fire code compliance with commercial occupancy fire alarm and suppression systems. This was accomplished at no cost to our taxpayers and has had no impact on our operating budget.
- Increasing the frequency of commercial occupancy inspections.
- Weighing all apparatus annually at a certified scale.
- Demonstrating that in-house staffing has reduced response times.
- Increased the number of personnel certified to Fire Instructor 2 level.

The full report and evaluation results from WSRB are included with this packet.

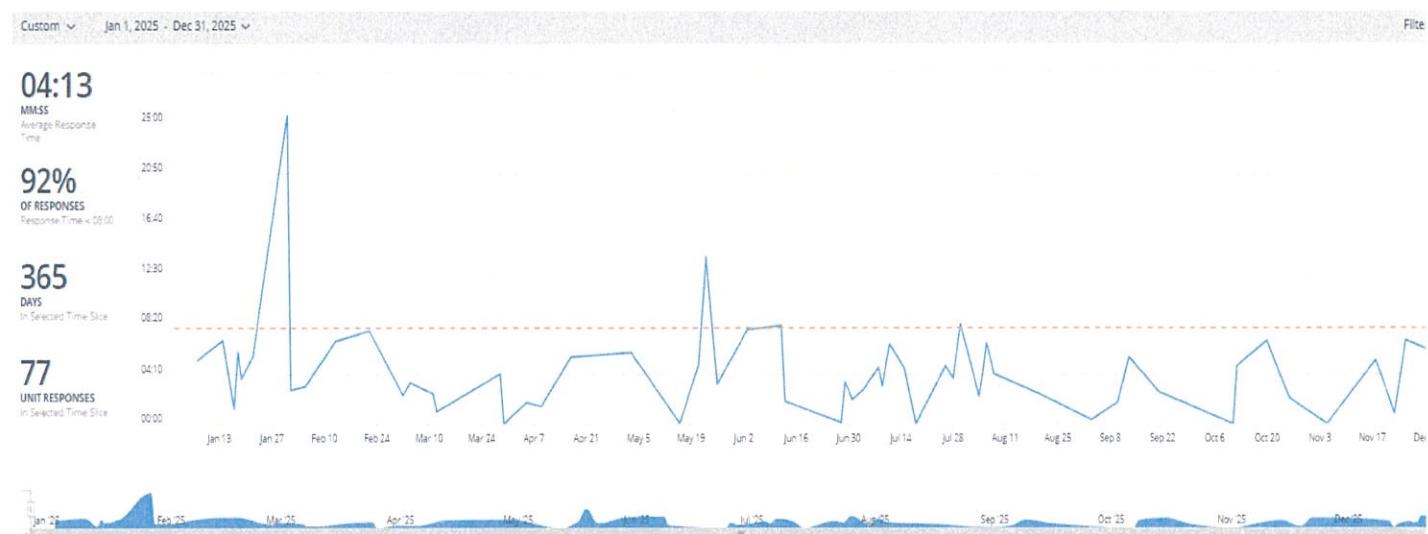


Career and Volunteer Personnel join our Olympic Ambulance Paramedic in the Ambulance Bay at Good Samaritan Hospital. All three units transported patients simultaneously.

2025 Incidents by Type



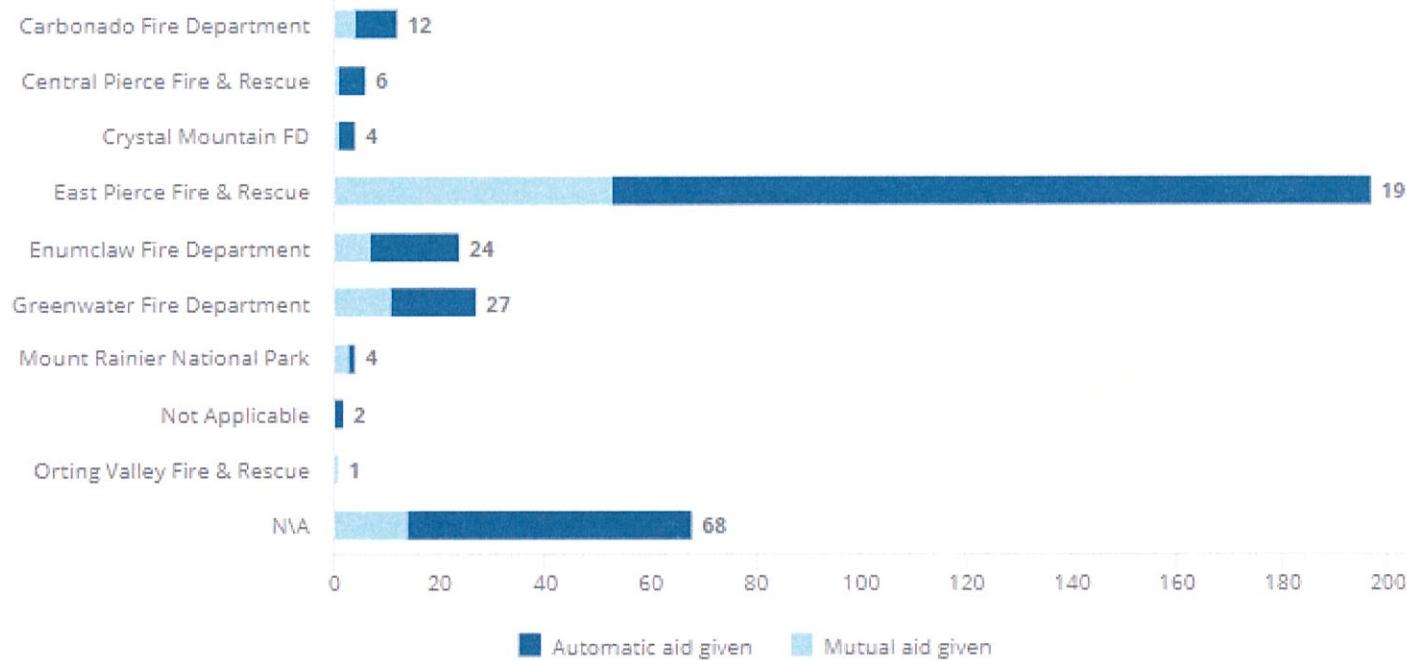
2025 Average Response Time to Priority Calls – City of Buckley



Our response times have also dramatically decreased over the last year. The average response time to a priority call in the City of Buckley is currently 4 minutes, 13 seconds.

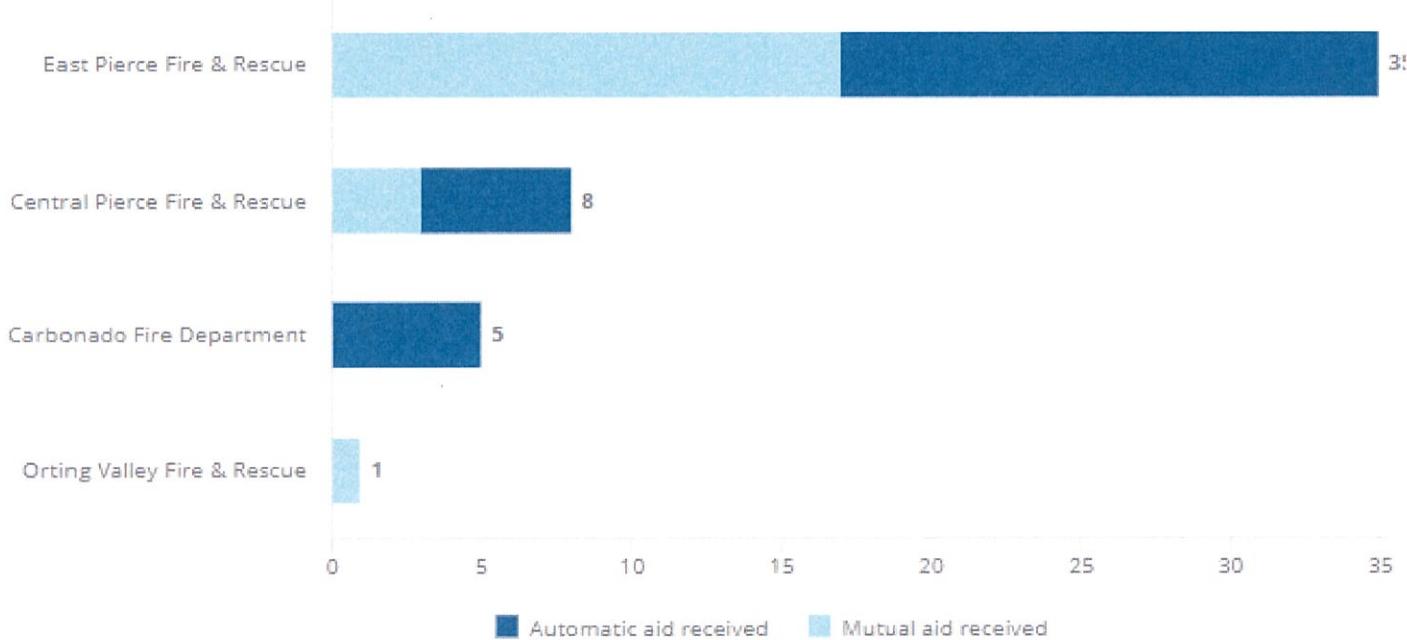
2025 Count of Automatic and Mutual Aid Given

Aid Given Breakdown by Agency ⓘ



2025 Count of Automatic and Mutual Aid Received

Aid Received Breakdown by Agency ⓘ



2025 Mutual and Automatic Given: Call Types

Counts	% Rows	% Columns	% All	Jan '25	Feb '25	Mar '25	Apr '25	May '25	Jun '25	Jul '25	Aug '25	Sep '25	Oct '25	Nov '25	Dec '25	Jan '26	Total
(10) Fire, other															1		1
(11) Structure Fire	2	2	4	3						1	1	1	1		3		18
(13) Mobile property (vehicle) fire	1							2						1			4
(14) Natural vegetation fire									2								2
(15) Outside rubbish fire	1												1				2
(31) Medical assist											1						1
(32) Emergency medical service (EMS) incident	4	5	11	3	11	10	12	6	4	11	7	6					90
(35) Extrication, rescue													1				1
(36) Water or ice-related rescue			1														1
(44) Electrical wiring/equipm. problem													1		1		2
(50) Service call, other	1												1				2
(51) Person in distress								1									1
(56) Unauthorized burning			1														1
(61) Dispatched and canceled en route	6	8	9	7	12	35	21	13	16	18	12	11					168
Total	15	15	26	13	23	48	36	21	21	33	22	21					294

Of the 294 Incidents that were classified as “Out of District”, or outside of the primary City of Buckley Zone, 168 of them were incidents where units were cancelled enroute.

October 20, 2025

Fire Chief Skogen
Buckley Fire Department

Fire Chief Skogen,

Washington Surveying and Rating Bureau (WSRB) has completed its evaluation of the fire protection capabilities of your community as they relate to fire insurance rating. We wish to inform you that the Protection Class (PC) for the City of Buckley has remained a Protection Class 3.

The concerns about the rating for the city, detailed in our April 25, 2024 letter, have been taken care of. We wish to thank you for your attention to this matter and your cooperation throughout the evaluation.

A PC 3 rating will apply to dwelling and commercial properties located in the community within five road miles of a responding fire station and having standard fire hydrant distribution and water supply. Properties in the community not meeting the above requirements will receive a different PC rating. Protection Class ratings for individual dwelling and commercial properties are available by calling WSRB Customer Service at 206-217-0101 or emailing customerservice@wsrb.com.

Accompanying this letter, you will find a copy of the new Protection Class Report. This report shows the various items evaluated and the credit attained for each item.

Please note that the WSRB survey was not conducted for property loss prevention or for life safety purposes. Rather, the purpose was to gather information needed to determine a fire insurance relevant Protection Class that may be used to develop fire insurance rates or Loss Costs. Our evaluation criteria incorporate many nationally recognized standards, such as those developed by NFPA, ICC and AWWA.

If you have any questions, please let us know.

Sincerely,



Eric Cunningham
Fire Protection Analyst II
206-273-7183
eric.cunningham@wsrb.com



P.O. Box 1188
Renton, WA 98057-1188



T: 206-217-9772



www.wsrb.com



Protection Classification Report for:

Buckley

Report Date: November 1, 2025

WSRB: Who we are and what we do

Washington Surveying and Rating Bureau (WSRB) is an independent, non-profit public service organization that has been serving Washington state since 1911.

We produce data that helps insurance companies accurately evaluate risk and insurance consumers feel confident their fire premiums are set using objective data.

One of the services WSRB provides is determining the Protection Class of communities and the Protection Class of individual properties in those communities. Insurance companies use Protection Class as one input when determining fire insurance premiums for properties.

How we determine Protection Classes for communities and individual properties

WSRB determines the Protection Class of cities and fire protection districts by evaluating their fire protection/suppression capabilities using a schedule approved by the Washington State Office of the Insurance Commissioner, called the WSRB Community Protection Class Grading Schedule. As a result of this evaluation the communities are assigned a Protection Class of 1 through 10, where 1 indicates exemplary fire protection capabilities, and 10 indicates the capabilities, if any, are insufficient for insurance rating credit. Additional criteria are then applied to determine the Protection Class for the individual properties in the community. We explain this process in more detail later.

WSRB evaluates communities in four major areas:

Water Supply: WSRB evaluates the capacity, distribution and maintenance of water systems and fire hydrants.

Fire Department: WSRB evaluates the fire department, including fire stations, apparatus, equipment, personnel and their training.

Emergency Communications: WSRB evaluates the emergency communication system used to dispatch the fire department.

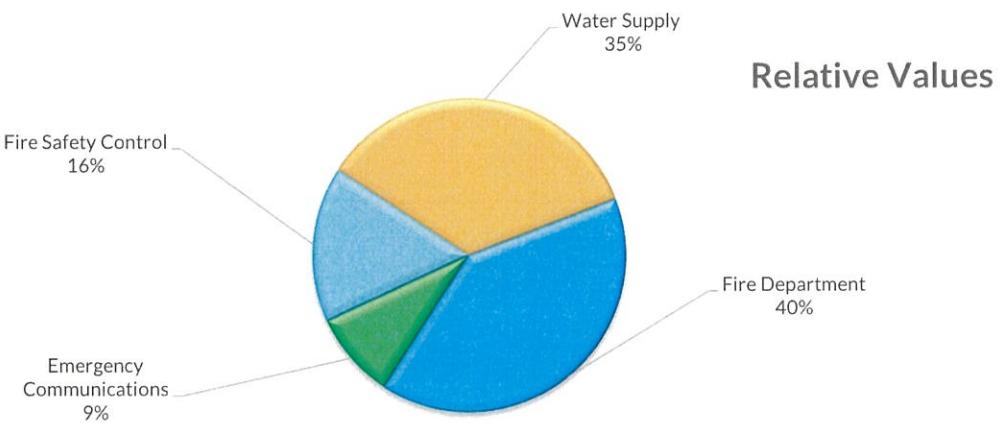
Fire Safety Control: WSRB evaluates the fire code enforcement and fire safety education activities in the community.

The Protection Class evaluation process recognizes the efforts of communities to provide fireprotection services for citizens and property owners. Insurance companies generally

offer lower premiums in communities with better protection, creating an incentive for communities to improve and maintain fire protection

The WSRB Community Protection Class Grading Schedule measures the fire protection capabilities of a community by means of a point system or, for communities without a recognized water supply, by comparison to minimum criteria. Under the point system, pertinent items are evaluated against the standards set forth in the schedule and items are scored, depending on the importance of the item and the degree of deviation from the standard.

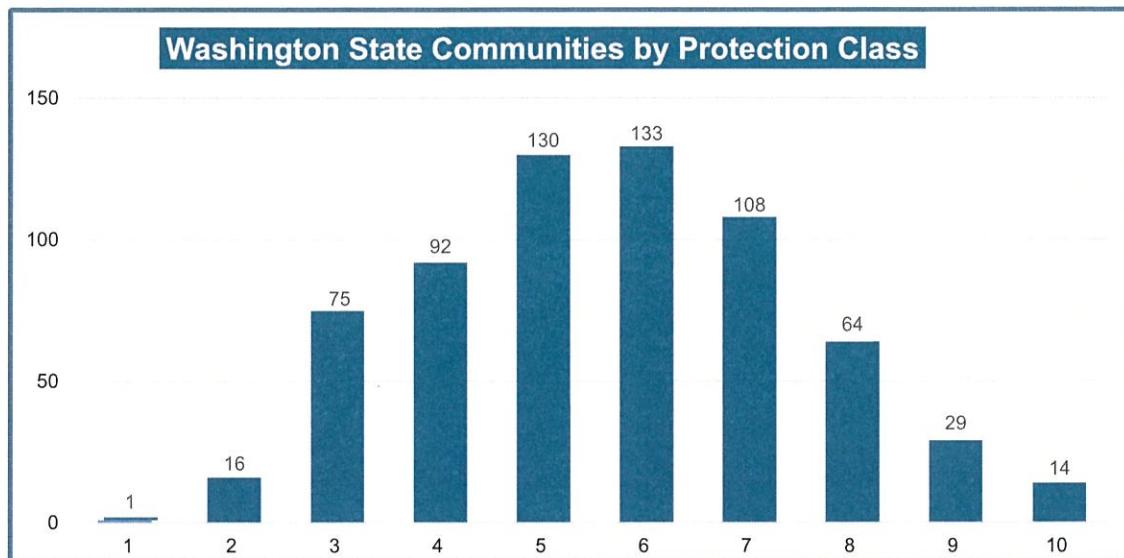
The four major areas considered under the point system, as well as the relative value allocated to each, are shown below.



These four areas are evaluated and scored independently of each other. The scores are then combined in a final calculation to determine the Protection Class for the community.

The following pages provide a summary of all the items evaluated, the percentage of credit attained for each item and the final calculation to determine the Protection Class for the community.

The chart below shows the number of communities in each Protection Class across Washington state.



The Protection Class produced by WSRB's evaluation is the overall Protection Class for the community, not the Protection Class for all the properties located in the community. Buildings and property located within the community are eligible for the Protection Class of the community, but no better, if they meet the distance-to-fire-station and applicable fire hydrant requirements. If these requirements are not met, the building will receive a different Protection Class than the Protection Class of the community.

Questions?

For questions about how the Protection Class for the community was developed or for recommendations on how to improve the Protection Class for the community, please contact the WSRB Fire Protection Analyst that conducted the evaluation. Their contact information is located on the results letter that accompanied this report or contact WSRB at 206-217-9772 or email us at publicprotection@wsrb.com

For questions on the Protection Class for individual properties in your community, please contact WSRB Customer Service at 206-217-0101. If the fire department or community officials are receiving Protection Class inquiries from insurance professionals or citizens of the community, feel free to refer these inquiries to WSRB Customer Service

Final Calculation



Community Protection Class (PC)

	Evaluation Areas			
	Water Supply	Fire Department	Emergency Communication	Fire Safety Control
Percent of Credit	77%	67%	97%	48%
Relative Value of Area in Evaluation	35%	40%	9%	16%
Relative Class of Evaluation Area	3	4	1	6

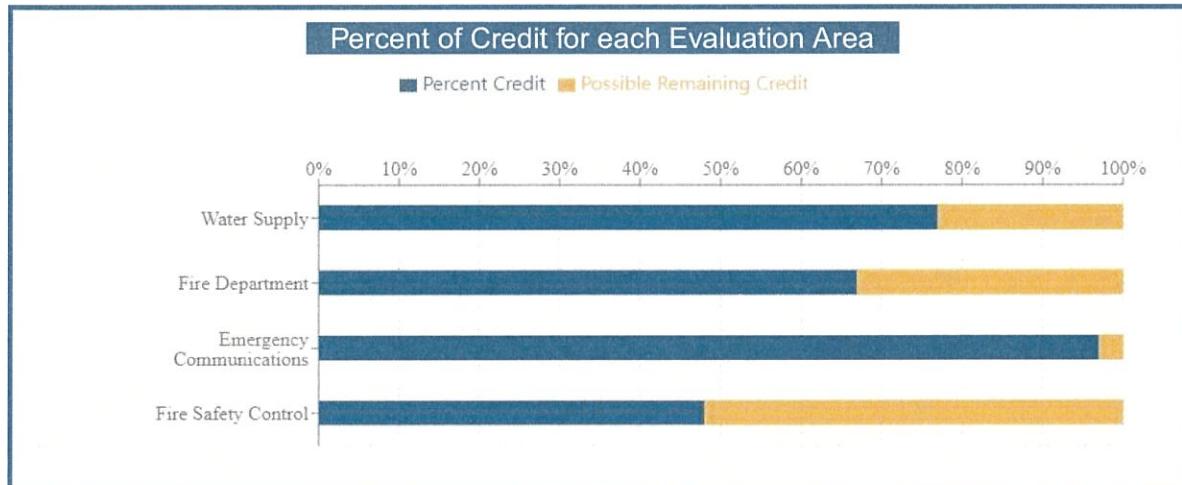
Total Credit(sum of each area credit X relative value) 7.02

Divergence Score 0

Community PC = (10-Total Credit)+Divergence Score 2.98 (Unrounded Score)

Community Protection Class 3

Protection Class	Unrounded Score	Protection Class	Unrounded Score
1	0.0 to 1.00	6	5.01 to 6.00
2	1.01 to 2.00	7	6.01 to 7.00
3	2.01 to 3.00	8	7.01 to 8.00
4	3.01 to 4.00	9	8.01 to 9.00
5	4.01 to 5.00	10	9.01 to 10.00



Final Calculation



Evaluation Area Scores:

Water Supply

77%

The water supplies in the community providing fire hydrants are evaluated in this section. In communities with multiple water supplies, the water supplies are prorated by their size (number of fire hydrants). Water Supply Items 1 through 4 make up the total score for this section.

Fire Department

67%

The fire department servicing the community is evaluated in this section. The total service area of the fire department including incorporated and unincorporated area is considered. Fire Department Items 1 through 17 make up the total score for this section.

Emergency Communications

97%

The Emergency Communication Center responsible for dispatching the fire department servicing the community is evaluated. This evaluation applies to all communities the communication center dispatches fire services to. Emergency Communication Items 1 through 3 make up the total score for this section.

Fire Safety Control

48%

Fire Safety Control or fire prevention activities provided in the community are evaluated in this section. These activities may be provided by local, county or state authorities, all of which will be included in the evaluation. Fire Safety Control Items 1 through 4 make up the total score for this section.

Divergence Score

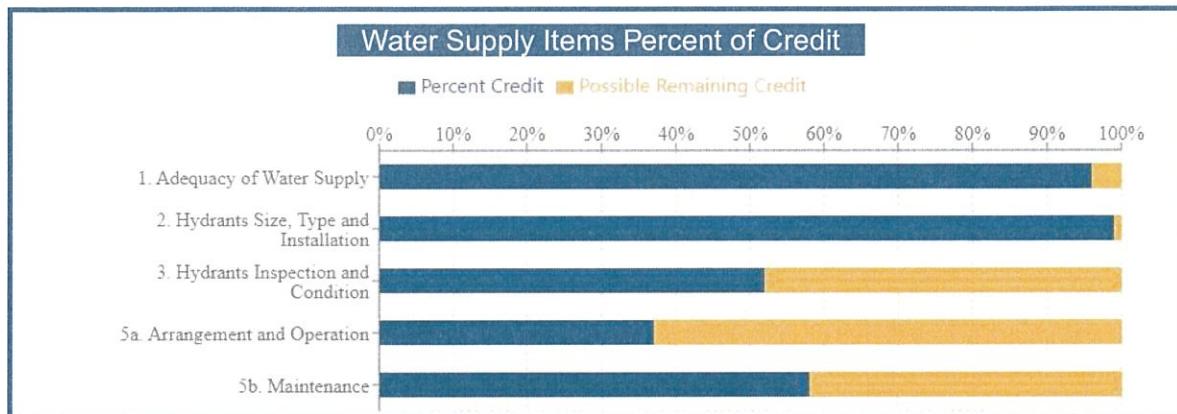
0

Excessive difference between the class of the Water Supply and the class of the Fire Department prevents the more effective feature from being utilized to its full relative value. Divergence between Water Supply and Fire Department of two classes or more shall be applied to the final score of the community.

Community Protection Class (PC)

Class: 3

The Protection Class produced by this schedule is the overall class of the community, not the classification of all properties located in the community. Distance to fire station and fire hydrant criteria along with the other rules of the applicable Protection Class manual must be applied to the community Protection Class to determine the Protection Class of an individual property located within the community.



1. Adequacy of Water Supply

96%

This item evaluates the water system's ability to deliver the required fire flow for properties in the community. The score for this item is determined by comparing the required fire flow for a building to the available fire flow. A building's required fire flow is calculated as indicated in the WSRB Community Protection Class Schedule using type of construction, square footage, occupancy, external exposure and whether the building is equipped with an automatic sprinkler system. Available fire flow is measured using hydrant flow tests and the capacity of the water system storage, pumps, filters and mains.

2. Hydrants - Size, Type and Installation

99%

Hydrants shall conform to American Water Works Association (AWWA) Standards for dry-barrel hydrants. Standard hydrants must have a minimum of one pumper outlet and two 2.5-inch outlets and be connected to at least a 6-inch water main. Hydrants should also have a quick-connect fitting on the pumper port.

3. Hydrants - Inspection and Condition

52%

Hydrants must be inspected annually, including operating the hydrant with a flow or pressure check. Flow tests of hydrants must be conducted at least every five years. Fire hydrants shall be marked for available water flow, free of obstructions and kept in good condition.

4. Arrangement, Operation and Maintenance of Water System Components

4a. Arrangement and Operation

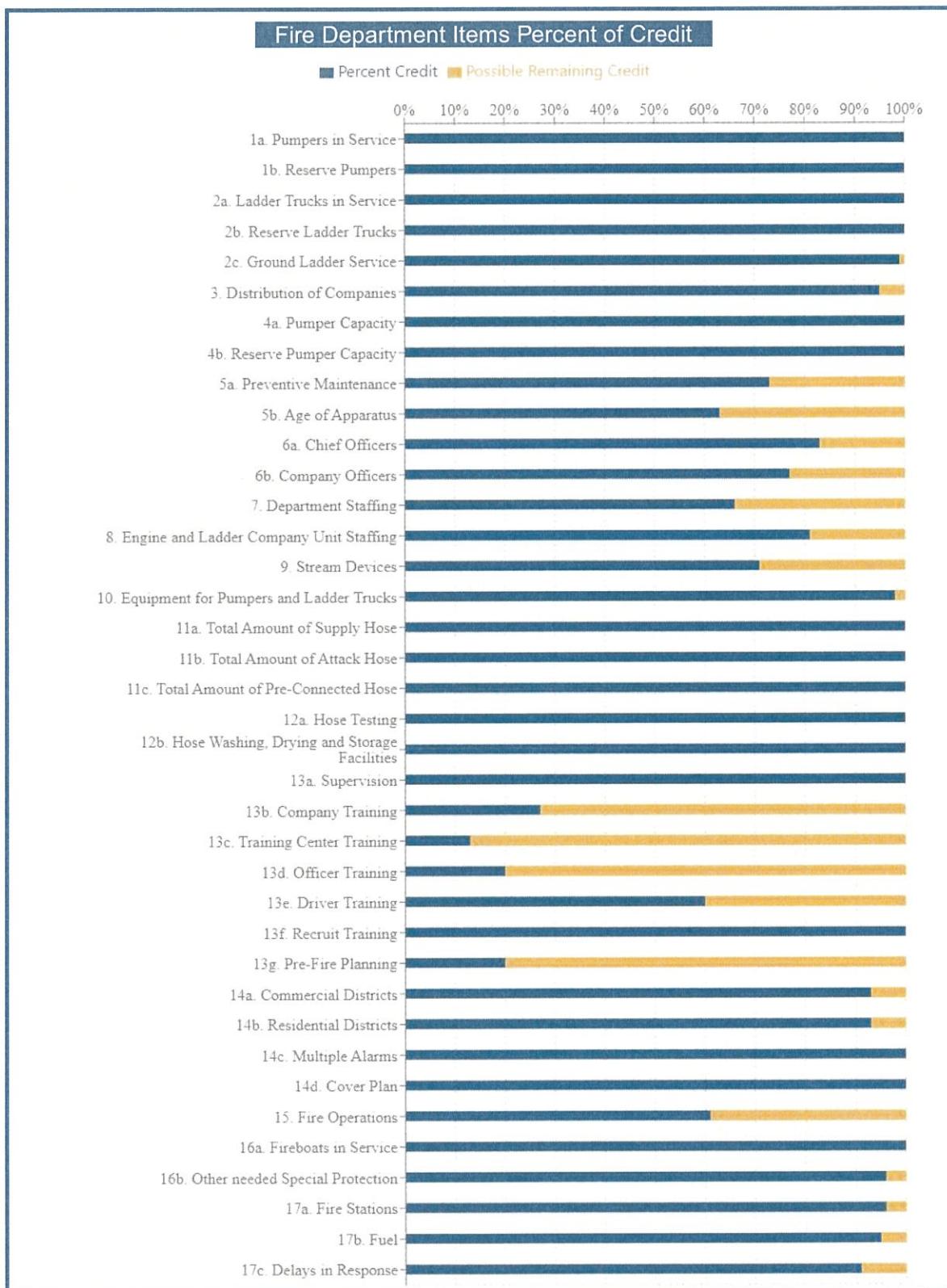
37%

Arrangement of the water system components evaluates the location and number of water sources and water storage units. Multiple water sources and water storage locations provide redundancy in order to reduce the impact of failure of one part of the system. Operation considers how the system is monitored and controlled (telemetry), how water is delivered (pumps or gravity) and if backup power is provided for pumps. The water system shall be managed by a state-certified operator.

4b. Maintenance

58%

This item evaluates the frequency of visits to and inspections of water system components other than hydrants. Regular visits and inspections allow for timely maintenance and repair of components. Water system components including wells, pumps, water tanks and reservoirs, pressure-regulating, altitude, float control and isolation valves shall be regularly inspected.



1. Pumpers

1a. Pumpers in Service

100%

The number of pumpers in service and regularly responding to incidents must be sufficient to properly protect the community. The number of pumpers required is determined by evaluating the number currently in service, the fire flow requirements for the community, response of engines outside the community and frequency of incidents. The required number of pumpers is compared to the number of pumpers in service. Pumper-ladder trucks will be credited under this item. Automatic aid will be considered in this item.

1b. Reserve Pumpers

100%

To maintain the required number of pumpers in service, one reserve pumper is required for every eight pumpers required to be in service, but no fewer than one. Reserve pumpers shall be fully equipped, tested and maintained for service.

2. Ladder Trucks/Ladder Service

2a. Ladder Trucks in Service

100%

The number of ladder trucks in service and regularly responding to incidents must be sufficient to properly protect the community. A ladder truck is required when a community has at least five buildings with a required fire flow of 4,000 gallons per minute (gpm) or greater and/or three stories (35 feet) in height. The required number of ladders is compared to the number of ladders in service. Pumper-ladder trucks will be credited under this item. Automatic aid will be considered in this item. The height and type of ladder truck will also be evaluated in this item.

2b. Reserve Ladder Trucks

100%

To maintain the required number of ladder trucks in service, one reserve ladder truck is required for every five ladder trucks required to be in service, but no fewer than one. Reserve ladders shall be fully equipped, tested and maintained for service.

2c. Ground Ladder Service

99%

Sufficient ground ladders to reach the roofs of buildings must be carried on apparatus. The number, type, height and testing of ground ladders will be evaluated in this item.

3. Distribution of Companies

95%

Engine and ladder companies must be distributed to provide effective protection to the community. Structures should be within 1.5 road miles of a first-alarm engine company and 2.5 miles of a ladder company. As an alternative to using the above road-mile analysis, the results of a performance evaluation may be used. This type of evaluation would analyze computer-aided dispatch records of fire incidents to determine the percentage of time an initial engine company arrives within 320 seconds and an initial ladder company arrives within 480 seconds. Pumper-ladders and automatic aid will be considered in this item.

4. Pumper Capacity

4a. Pumper Capacity

100%

Adequate pumper capacity must be provided on the first alarm to meet or exceed the basic fire flow of the community. All fire pumps must be tested annually to receive full credit. Automatic aid will be considered in this item.

4b. Reserve Pumper Capacity

100%

The total pumper capacity, including reserve pumpers, with one for each eight required pumpers (but no fewer than one) and including the largest out of service, must be sufficient to maintain the total pumper capacity required.

5. Maintenance and Condition of Apparatus

5a. Preventative Maintenance

73%

A suitable preventive maintenance program must be in effect. This item evaluates how often apparatus are checked, inspected and who conducts the inspection. The testing frequency of pumps, aerial ladders, foam systems, Compressed Air Foam Systems (CAFS), breathing air systems, apparatus road test and weight verification are also evaluated.

5b. Age of Apparatus

63%

The number of pumpers, ladders and support vehicles older than 15 years, older than 25 years and the number of reserve apparatus will be considered in determining condition of apparatus.

6. Number of Officers

6a. Chief Officers

83%

A chief officer in charge of the department must be on duty at all times but need not sleep at a fire station to be considered on duty, provided there are adequate means for notification and response to incidents. Departments with more than eight companies, in addition to the chief and assistant chief, must have sufficient battalion or district chiefs to provide one on duty in a fire station at all times for each eight companies required. Two active volunteer officers may be considered equivalent to one full on-duty officer, up to half the number of officers required.

6b. Company Officers

77%

There must be sufficient company officers to provide one on duty at all times with each required engine or ladder company. Two active volunteer officers may be considered equivalent to one full on-duty officer, up to half the number of officers required.

7. Department Staffing

66%

There must be six firefighters on duty for each of the required engine and ladder companies. Only personnel who participate in actual structural firefighting operations will be credited. Personnel staffing ambulances or other units serving the general public may be credited depending on the extent to which they are available for firefighting duties. Three call and/or volunteer firefighters will be considered equivalent to one on-duty firefighter. Call or volunteer firefighters may not exceed half the required staffing of required companies. If adequate records of response are not kept, credit may be limited to one on-duty for each six call or volunteer firefighters. Call or volunteer firefighters working defined shifts at fire stations may be considered equivalent to on-duty firefighters. Response of firefighters on automatic aid apparatus will also be considered in this item.

8. Engine and Ladder Company Unit Staffing

81%

Unit staffing for engine and ladder companies only considers companies with apparatus in service credited in Items 1 and 2. The amount by which the required six on-duty firefighters per company exceeds the on-duty strength (as determined in Item 7), divided by the number of in-service companies, equals the average member deficiency per company.

9. Stream Devices

71%

Turrets, nozzles, foam equipment and, where required, elevated stream devices must be provided. This item evaluates the required stream devices to the devices provided. Credit will be limited if annual testing is not conducted and maintenance records are not provided.

10. Equipment for Pumpers and Ladder Trucks

98%

This item will consider equipment for existing pumpers and ladder trucks, except for such equipment considered in Items 2c (ground ladders), 9 (stream devices) and 11 (hose). Credit for Self-Contained Breathing Apparatus (SCBA) will be limited if inspection and testing is not conducted and maintenance records are not provided.

11. Hose

11a. Total Amount of Supply Hose

100%

This Item considers whether adequate hose is carried on each pumper and whether adequate reserve hose is provided. The requirement for large-diameter hose (3.5 inches or larger) for each pumping apparatus is 800 feet on the apparatus and 400 feet in reserve for every three pumpers in service.

11b. Total Amount of Attack Hose

100%

The requirement for 2.5-inch+ hose is 600 feet on the apparatus and 300 feet in reserve for every three pumpers in service. The requirement for 1.5-inch+ hose on each pumping apparatus is 400 feet with 300 feet in reserve for every three pumpers in service.

11c. Total Amount of Pre-Connected Hose

100%

The requirement for pre-connected, 1.5-inch+ hose on each pumping apparatus is 300 feet.

12. Condition of Hose

12a. Hose Testing

100%

All hose, in service and reserve, must be maintained in good condition and tested annually in accordance with National Fire Protection Association (NFPA) Standard 1962: Standard for the Care, Use, Inspection, Service Testing and Replacement of Fire Hose, Couplings, Nozzles and Fire Hose Appliances.

12b. Hose Washing, Drying and Storage Facilities	100%
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Suitable facilities and procedures must be provided for washing, drying and storing hose. This is to prevent mildew in the hose jackets and rust/corrosion in apparatus hose compartments.

13. Training

13a. Supervision	100%
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Training must be under the guidance of a qualified training officer. Maximum credit is achieved when the training officer has at least 10 years of direct incident command experience and certification as a Fire Instructor II. Personnel in charge of training sessions must be certified as fire instructors.

13b. Company Training	27%
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Firefighters are required to have a minimum of 20 hours of structural firefighting training per firefighter per month. This amount can be reduced by 25%, to 15 hours, for firefighters that are certified Firefighter I and by 50%, to 10 hours, for firefighters that are certified Firefighter II. Training should include topics outlined in NFPA 1001: Standard for Fire Fighter Professional Qualifications.

13c. Training Center Training	13%
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This item evaluates the quantity of training at a training center and the features of the training center. A minimum of six half-day (three hour) drills per year, including two drills at night and two multiple-company drills, shall be provided for all firefighters. Training centers shall be provided with a drill tower that is three stories in height, a structure to support live fire simulation, including a smoke room, training aids and props and an area of at least two acres and equipped with fire hydrants.

13d. Officer Training	20%
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A minimum of two days per year (16 hours) is required for all officers. This amount can be reduced by 25%, to 12 hours, for officers that are certified Fire Officer I and by 50%, to 8 hours, for officers that are certified Fire Officer II. Officer training should include topics outlined in NFPA 1021: Standard for Fire Officer Professional Qualifications that focus on leadership, fire tactics and incident command.

13e. Driver Training	60%
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Personnel shall participate in a minimum of one day (eight hours) of driver training per year. Training should include topics outlined in NFPA 1002: Standard for Fire Apparatus Driver/Operator Professional Qualifications. Current state-approved Emergency Vehicle Incident Prevention (EVIP) certification can serve in lieu of annual training.

13f. Recruit Training	100%
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New fire department members shall receive a minimum of 240 hours of recruit training before becoming active firefighters. Training should include topics outlined in NFPA 1001: Standard for Fire Fighter Professional Qualifications.

13g. Pre-Fire Planning	20%
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An annual update is required of pre-fire plans for all commercial or similar buildings. Pre-fire information shall be readily available on responding apparatus. Pre-fire plans should be in accordance with NFPA 1620: Recommended Practice for Pre-Incident Planning.

14. Response to Alarms

14a. Commercial Districts	93%
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Adequate response to commercial fires must be established. At least one chief officer and the required number of engines and ladder trucks or ladder service companies based on the community basic fire flow are required to respond.

14b. Residential Districts	93%
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Adequate response to residential fires must be established. At least one chief officer, two engine companies and adequate ladder equipment are required to respond to residential districts.

14c. Multiple Alarms	100%
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Engine and ladder company response to each additional alarm for the same fire should be the same as the number of engine and ladder companies required for the first alarm.

14d. Cover Plan	100%
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Response areas in the community must have a cover plan for when the first-due companies are out of service.

15. Fire Operations

61%

Consideration will be given to the ability of the department to operate effectively at fires. Effectiveness is primarily depends on staffing and training; however, others factors can also affect fire operations. Percentage for this item will be determined by taking the average of the percentages from Items 3, 7, 8 and 13 and adjusting as conditions warrant. As an alternative to using the above analysis, the results for a performance evaluation may be used. A performance evaluation would analyze computer-aided dispatch records of fire incidents to determine the percentage of time an initial full alarm assignment arrives at a fire incident within 560 seconds (690 seconds for a high-rise building).

16. Special Protection

16a. Fireboats in Service

100%

A suitably staffed, equipped and maintained fireboat will be required where at least one mile of wharf frontage necessitates firefighting operations from the water side. Such frontage must be within 1.5 miles of a fireboat.

16b. Other Needed Special Protection

96%

Conditions in the community that require special fire department protection in addition to that covered elsewhere in this schedule will be considered in this item. Conditions considered include but are not limited to: waterfront properties needing some special protection but not requiring a conventional fireboat, wildland urban interface areas, extensive bulk oil and other hazardous storage.

17. Fire Stations and Community Conditions

17a Fire Stations

96%

This item considers the suitability of fire stations, including construction, communication equipment and the presence of a secondary power source. Communication equipment should be provided at fire stations and include two-way radios, spare portable radios and means for public reporting to the dispatch center. Firefighters must have two separate means for receiving alarms from the communication center that are under the control of the communications center. At least one means must be supervised. If fire stations are not staffed with on-duty personnel, firefighters must be equipped with the means to receive dispatching calls.

17b. Fuel

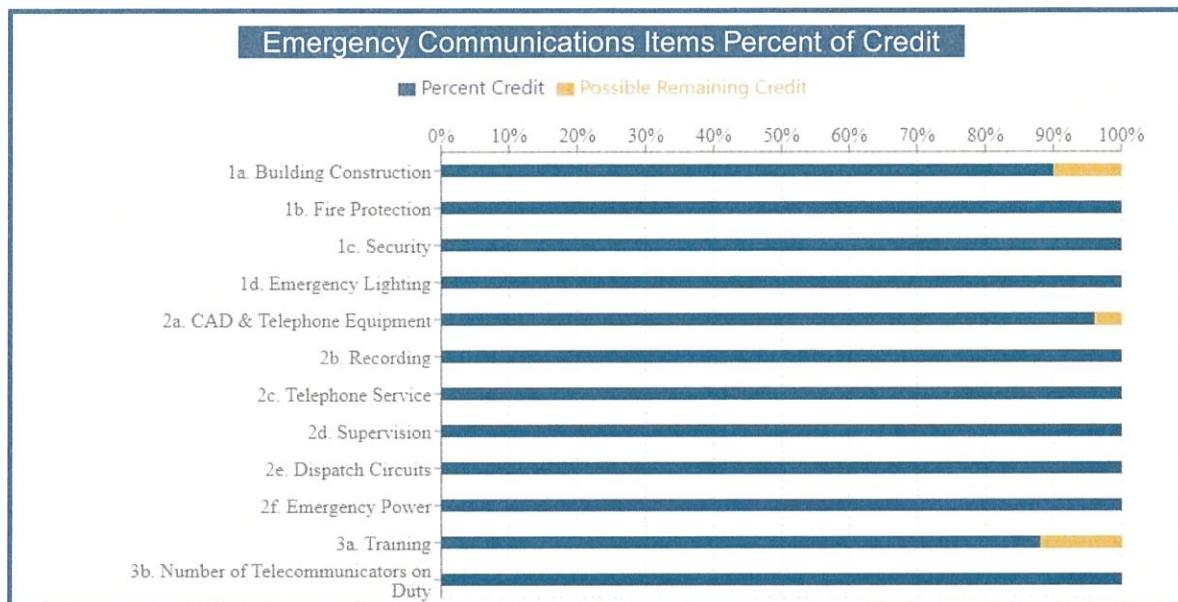
95%

Fuel must be available at all times and in sufficient quantities. Suitable arrangements must be made for delivery of fuel to apparatus at fires of long duration.

17c. Delays in Response

91%

The possibility of delays due to poor condition of roads, including snow and ice, steep grades, vehicle parking, traffic, railroad crossings and similar features are considered in this item.



1. Communication Center

1a. Building Construction

90%

This item evaluates the building where the communication center is located. Communication centers should be in fire-resistive, separate buildings without internal or external exposures.

1b. Fire Protection

100%

This item evaluates the adequacy of fire protection provided for the communication center, including portable fire extinguishers, fire alarms, automatic sprinkler systems and suppression systems in computer and dataprocessing equipment rooms.

1c. Security

100%

Communication center security is meant to protect against vandalism, terrorism and civil disturbances. Access controls, door and window security and any vulnerabilities of the area surrounding the center are considered.

1d. Emergency Lighting

100%

Communication centers must be provided with emergency lighting that will be placed in service immediately after a power loss so operations can continue uninterrupted.

2. Communications Center Equipment

2a. Computer-Aided Dispatch (CAD) and Telephone Equipment

96%

Features and capabilities of the Computer-Aided Dispatch (CAD) system and telephone equipment are evaluated. Maximum credit is achieved when the following features are provided: enhanced 911, wireless and VoIP capabilities, redundant backup system with automatic switchover to backup, ability to transmit caller information to fire departments and other communication centers, ability to select and recommend units to be dispatched, automatic vehicle locating, geographic information system (GIS) capabilities and management information system.

2b. Recording

100%

All incoming and outgoing voice transmissions shall be recorded, including the date and time. All telecommunicators should have access to immediate playback of recordings.

2c. Telephone Service

100%

The number of required telephone lines for emergency and business calls is determined by the population served by the communication center. Additional lines may be required if emergency calls other than fire are received or if central station alarms are received. One outgoing-only line must also be provided.

2d. Supervision

100%

All components of the primary dispatch circuit shall be monitored for integrity, including transmitters, repeaters and primary and secondary power. Fault conditions detected shall actuate an audible and visual trouble signal to the telecommunicators on duty.

2e. Dispatch Circuits

100%

The communication center must have separate primary and secondary circuits for dispatching. Maximum credit is obtained when dual circuits are provided, primary circuit is supervised, there is automatic switchover to a secondary circuit and all components of the system are owned by the communication center.

2f. Emergency Power

100%

The Communication Center shall be provided with an emergency power source. An uninterruptible power supply (UPS) shall be provided along with an automatically starting generator. The generator shall have a 72- hour fuel supply and be tested on a weekly basis.

3. Telecommunicators

3a. Training

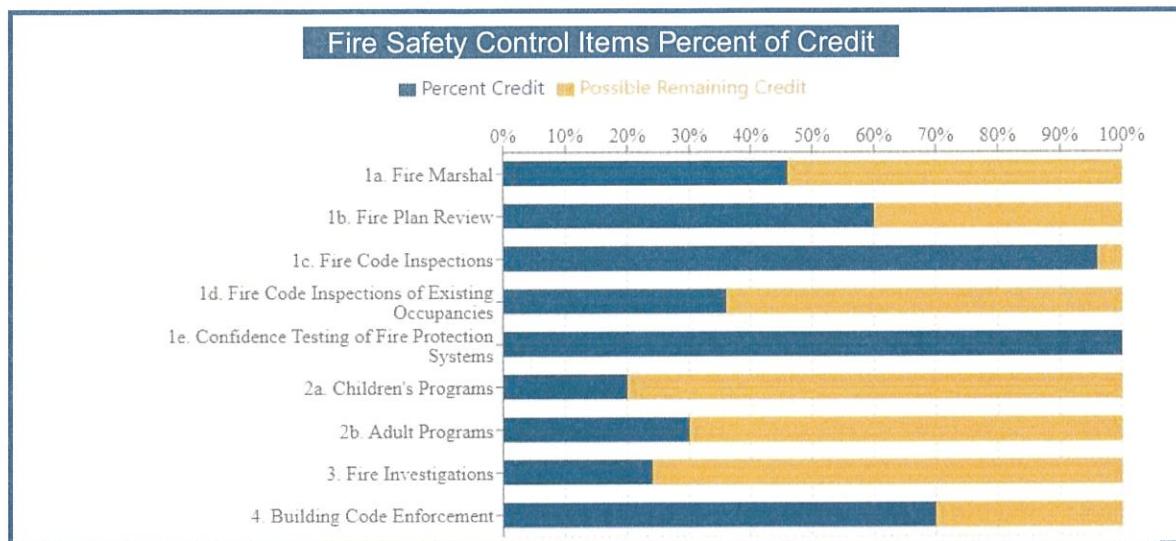
88%

A minimum of 480 hours of initial training is required for telecommunicators. General dispatch training and fire dispatch training should be a minimum of 240 hours each. Non-certified telecommunicators should receive 40 hours of continuing education per year. Certified Telecommunicator I personnel and certified Telecommunicator II personnel shall receive 30 hours and 24 hours of continuing education, respectively

3b. Number of Telecommunicators on Duty

100%

The number of required telecommunicators on duty is based on the total number of calls received per year at the communication center. If the communication center is meeting the call-answering and dispatching times set forth by NFPA 1221: Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems, then full credit will be applied in this item.



1. Fire Code Enforcement

1a. Fire Marshal 46%

The fire marshal shall oversee fire code enforcement. The fire marshal shall have 10 or more years of code enforcement experience, be certified as a fire marshal and receive at least 16 hours of fire-code-related continuing education per year.

1b. Fire Plan Review 60%

Review of plans for fire code compliance must be done by experienced, certified personnel. The plan reviewer shall have five or more years of plan review experience, be a registered design professional and receive at least 16 hours of plan-review-related continuing education per year. The plan review department needs to have adequate staffing to ensure comprehensive plan reviews.

1c. Fire Code Inspections 96%

New and renovated occupancies must be inspected prior to issuing a Certificate of Occupancy. Fire inspectors shall be certified with five or more years of experience in inspections and receive at least 16 hours of fire-inspection-related continuing education per year. Adequate department staffing levels must be maintained to ensure comprehensive inspections.

1d. Fire Code Inspections of Existing Occupancies 36%

Fire Code Inspections of existing occupancies shall be conducted. The frequency of inspections will be evaluated using Table 7 in the WSRB Community Protection Class Grading Schedule. Fire code inspectors should be certified with five or more years of experience and receive at least 16 hours of fire-inspection-related continuing education per year. Staffing levels must be sufficient to ensure comprehensive inspections.

1e. Confidence Testing of Fire Protection Systems 100%

Fire protection systems must be inspected and tested in accordance with the applicable NFPA standards. A program shall be in place to ensure these inspections are done, monitor the inspections' results and ensure deficiencies found with the systems are corrected.

2. Public Fire Education

Fire safety education must be provided to the general public. Fire educators should be Certified Public Educator, have five or more years of experience, and receive at least 16 hours of public-education-related continuing education per year. All education programs and events should be documented and should include date, instructor, topics taught, length of class and number of attendees.

2a. Children's Programs 20%

Children's programs should include age-appropriate subjects for all students, preschool to 12th grade.

2b. Adult Programs**30%**

Adult education should include programs for all segments of the adult population in the community.

3. Fire Investigations**24%**

Fire investigations must be done to determine the cause and origin of all fires. Fire investigator shall have five or more years of experience, be a commissioned law officer, be certified as a fire investigator and receive at least 16 hours of fire-investigation-related continuing education per year. In addition, sufficient staff levels are required to ensure adequate response to fires, and all fires should be reported to National Fire Incident Reporting System (NFIRS).

4. Building Code Enforcement

Commercial Class: 3

Dwelling Class: 4

70%

Current building codes must be adopted and effectively enforced. The community is evaluated on the administration of codes, plan review and field inspection activities in relation to building code enforcement. The score for this item is based on the Building Code Classifications developed by WSRB for the community. The classifications for commercial and dwelling properties in the community are shown above.

2025



4th Quarter 2025 Public Safety Report

Buckley Police Department
October – December 2025

PATROL ACTIVITY

4th Qtr. - 10/03/2025 – 22:04 hours Reckless Driving / Attempting to Elude / DUI Arrest N River Ave / Park Ave

While on patrol, an officer observed a dirt bike traveling at erratic speeds with no lights on. The officer attempted to stop the dirt bike, but the driver began to elude the officer. After a short pursuit, the driver was stopped and arrested. Following the arrest, the officer established probable cause for DUI; the driver provided a breath sample of 0.142. The driver was charged with reckless driving, attempting to elude, and DUI.

10/08/2025 – 11:54 hours Warrant Arrest 29200 BLK of SR 410 E

While on patrol, an officer was informed of a subject who had an arrest warrant for \$25,000. The officer contacted the subject at their place of work and arrested them without incident. The arrestee was booked into jail on the warrant.

10/20/2025 – 23:39 hours Traffic Arrest SR 410 E / Cemetery Rd

While on patrol, an officer stopped a vehicle for traveling 50 MPH in a 35 MPH zone. During the course of the officer's investigation, they found that the driver had a suspended/revoked driver's license. The officer issued the driver a criminal citation for driving with a suspended/revoked license.

10/26/2025 – 21:56 hours Possession of Stolen Property SR 410 E / Park Ave

While on patrol, an officer observed a vehicle towing a trailer with no license plate attached. The officer conducted a traffic stop on the vehicle. During the course of the officer's investigation, they found that the trailer had been reported stolen. The driver was arrested for possession of stolen property, and the trailer was impounded.

4th qtr cont. - 10/29/2025 – 03:51 hours Traffic Arrest Park Ave / SR 410 E

While on patrol, an officer completed a routine license plate check on a vehicle, which showed that the vehicle had a failure to transfer title within 45 days. The officer conducted a traffic stop on the vehicle. During the officer's investigation, they found that the driver had a suspended/revoked driver's license and that the vehicle's registration was suspended. The officer issued the driver criminal citations for driving with a suspended/revoked driver's license, failure to transfer title within 45 days, and driving a vehicle with a suspended registration.

Information: Driving with a suspended or revoked driver's license is a criminal offense in Washington State. A license may be suspended or revoked for various reasons, including unpaid fines, failure to appear in court, DUI-related offenses, or excessive traffic violations. Operating a vehicle while suspended can lead to additional penalties such as fines, vehicle impound, and possible jail time. Drivers are encouraged to verify the status of their license and take the necessary steps to reinstate it before operating a motor vehicle. Maintaining a valid license helps ensure the safety of all motorists and keeps drivers in compliance with state law.

11/08/2025 – 23:29 DUI Arrest Mundy Loss / SR 410 E

While on patrol, an officer observed a vehicle traveling on SR 410 E with lane-travel violation. The officer initiated a traffic stop. The driver exhibited signs of alcohol impairment, and voluntary field sobriety tests were completed. The officer determined there was probable cause to arrest the driver for DUI. The driver was taken into custody and provided a breath sample of 0.308. The driver was booked into jail for DUI.

11/09/2025 – 02:29 DUI Collision Arrest 28200 BLK SR 410 E

While officers were conducting a routine traffic stop for a speeding violation, an unrelated vehicle collided with the officers' patrol vehicles from behind, causing the vehicle to roll over in the roadway. The driver was taken into custody for DUI and provided a breath sample of 0.202. The driver was booked into jail for DUI. No parties sustained injuries.

11/11/2025 – 23:42 DUI Arrest 29300 BLK SR 410 E

While on patrol, an officer observed a vehicle traveling without headlights or taillights during hours of darkness. A traffic stop was initiated. The driver showed signs of alcohol impairment, and voluntary field sobriety tests were conducted. The officer determined there was probable cause to arrest the driver for DUI. The driver was taken into custody and provided a breath sample of 0.138.

BUCKLEY POLICE DEPARTMENT

PUBLIC SAFETY REPORT

4TH QTR CONT. 2025

PATROL ACTIVITY Cont.

4th Qtr. Cont. - 11/12/2025 – 02:23 Traffic Arrest / Unlawful Possession of a Firearm SR 410 E / Park Ave

While on patrol, an officer conducted a routine license plate check, which showed the vehicle had a failure-to-transfer-title violation. A traffic stop was conducted. During the investigation, the officer discovered that the driver had a valid court order prohibiting firearm possession and observed a rifle case in the back seat. The driver was taken into custody. A search warrant was completed, and a firearm was located in the vehicle. The driver was booked into jail for failure to transfer title within 45 days and unlawful possession of a firearm.

11/14/2025 – 01:58 Physical Control Arrest 29200 BLK SR 410 E

While on patrol, an officer observed a vehicle parked at an angle in a handicapped stall, occupying two spaces, partially on the curb, and having struck and bent the handicap sign. The officer located a subject asleep in the driver's seat. The subject smelled of intoxicants, and the vehicle was still in drive with the keys in the ignition. The officer determined there was probable cause to arrest the subject for physical control. The subject was taken into custody, a blood warrant was completed, and the subject was booked into jail.

11/14/2025 – 21:12 DUI Arrest Main St / Cedar St

While on patrol, an officer conducted a traffic stop for a speeding violation. The driver showed signs of alcohol impairment. The officer determined there was probable cause to arrest the driver for DUI. The driver was taken into custody and provided a breath sample of 0.207. The driver was booked into jail.

Driving under the influence is one of the leading causes of serious crashes and fatalities. Even small amounts of alcohol can slow reaction time, affect judgment, and reduce coordination—making it unsafe to get behind the wheel. In Washington State, the legal limit for DUI is 0.08 blood alcohol concentration (BAC). However, impairment can begin well before reaching that level, and you can still be arrested if your driving is affected.

4th Qtr. Cont. - 12/01/2025 22:59 Traffic Arrest 28500 BLK SR 410 E / While on patrol an Officer stopped a vehicle for a speeding violation. During the Officer's investigation they learned that the driver had a suspended/revoked driver's license. The Officer issued the driver a criminal citation for driving with a suspended/revoked driver's license.

12/04/2025 17:45 Traffic Arrest SR 410 E / Main St - While on patrol an Officer completed a routine license plate check on a vehicle which showed the registered owner having a suspended/revoked driver's license. During the Officer's investigation it was determined that the driver was the registered owner of the vehicle. The vehicle also had a suspended registration and a cancelled title. The Officer issued the driver criminal citations for driving with a suspended/revoked driver's license, suspended registration and cancelled title.

12/13/2025 00:48 Traffic Arrest SR 410 E / Park Ave - While on patrol an Officer stopped a vehicle for an obstructed rear license plate. During the Officer's investigation they learned that the driver had a suspended/revoked driver's license. The Officer issued the driver a criminal citation for driving with a suspended/revoked driver's license.

12/21/2025 00:35 DUI Arrest SR 410 E / Jefferson Ave - While on patrol an Officer stopped a vehicle for following too closely to another vehicle on the roadway. During the Officer's investigation, they determined that there was probable cause to arrest the driver for DUI. The driver was arrested and processed for DUI and later provided a breath sample of 0.140.

12/23/2025 21:56 DUI Arrest 28500 BLK SR 410 E - While on patrol an Officer stopped a vehicle for a speeding violation. During the Officer's investigation, they determined that there was probable cause to arrest the driver for DUI. The driver was arrested and processed for DUI and later provided a breath sample of 0.166.

12/30/2025 23:25 DUI Arrest 27100 BLK SR410 E - While on a traffic stop officers observed a vehicle nearly cause a collision, then pass a vehicle in thick fog and in an emergency zone. Officers were able to stop the vehicle and determined that there was probably cause to arrest the driver for DUI. The driver was processed for DUI and provided a breath sample of .112%. The driver has previous arrests for DUI and was mandatorily booked into the Pierce County Jail as a result.

By the Numbers

TRAFFIC ENFORCEMENT / CALLS FOR SERVICE

4th Qtr/ 25 Total

Traffic Stops	500 / 2595
DUI's	16 / 66
Traffic Complaints / Motor Vehicle Collisions	50/29 - 177 / 110
Traffic Misdemeanor Arrests	42 / 181
Infractions Issued	192 / 880
Felony Arrests	2 / 18
Misdemeanor Arrests	3 / 30
Calls Dispatched	278 / *
Officer Initiated Contacts	841 / 3462
CAD Calls for Service	1775 / 7279
Formal Reports Taken	125 / 538



To: Mayor & City Council

From: Erin Snodgrass, Parks and Recreation Director

Date: January 27, 2026

Subject: 2025 Senior Center Year-In-Review

The Buckley Senior Center plays a vital role in supporting the health, independence, and overall well-being of older adults in our community. Guided by its mission to affirm the dignity and self-worth of seniors, the Center provides a wide range of wellness, nutritional, educational, social, and recreational opportunities that allow participants to remain active, connected, and engaged. The following highlights reflect the scope of services provided in 2025 and demonstrate the significant community impact made possible through strategic partnerships, dedicated staff, volunteers, and City support.

Overall 2025 Participation

- Unduplicated participants served: 299
- Total program check-ins: 16,224

Nutrition Program:

- **Total meals served:** 7366
- **Funding:**
 - 2 Days a week lunch service provided through the City's CDBG (Community Development Block Grant) funds which cover the Senior Center Cook and supplies for meals.
 - 3 days a week lunch service provided through partnership with Catholic Community Services

Transportation Services & Trips

- **Van ridership:** 786 van trips taken by our participants

(Note: For reporting purposes, a "trip" is defined as one rider, one time. This duplicated count reflects total usage.)

Popular offerings:

- 204 trips to and from the Senior Center with 18 regular users of the service
- Casino Trips: 152 trips taken by 37 participants

- Mystery Lunch: 76 trips taken by 30 participants
- Shopping, lunch outings, and park trips: 129 trips taken by 58 participants
- Trips to Good Roots Food Bank: 136 trips taken by 32 participants
- Plateau Errands: 89 trips taken by 13 participants
- **Funding:**
 - CDBG funds van maintenance and fuel
 - Drivers are all currently volunteers.
 - Recreational trips the participants pay a fee for transportation

Wellness, Social, and Recreational Programming

- SAIL (Staying Active & Independent for Life)
 - 57 different participants
 - 1,171 total class attendance
 - Offered for free with a certified paid instructor.
 - **Funding:** Supported by ongoing donations from the Buckley Senior Citizens Nonprofit
- Chair Yoga
 - 74 different participants
 - 1,191 total class attendance
 - Offered with a certified paid instructor
 - **Funding:** Supported by the class fee paid by the participants.
- Knitters: 355 check-ins
- Art with Friends: 117 Check ins
- Quiddler: 888 check-ins
- Pinochle: 408 check-ins
- Cribbage: 107 check-ins
- Thirty-One: 151 check-ins
- Bingo: 252 check-ins
 - **Funding:** Supported by the Buckley Senior Citizens Nonprofit

Summer BBQ: 86 participants

Funding: Entertainment paid by Buckley Senior Citizens Nonprofit

Wellness Fair:

- 25 Community Vendors
- Estimated 120 visitors
- 30 Vaccination appointments

Jingle Jubilee: 94 Attendees, 32 Community Volunteers

Funding: Entertainment paid by Buckley Senior Citizens Nonprofit and generous community member donations

Additional Programs, Services, and Trips

(Numbers indicate times offered at the center)

- AARP Safe Driving Classes: 2
- AARP Tax Prep Host Site: 6 days
- Blood Pressure Checks: 6
- BUNCO: 5
- Chair Massage: 8

- Memorial Day History Walk with Weeks Funeral Home: 1
- Painting and Craft Classes: 4
- Tech Help Sessions: 7
- Village Theatre Trips: 2
- Vintage Hat Show: 1
- Wellness Workshops: 9

Funding Sources and Ongoing Partner Support:

- **Pierce County Senior Center Services Grant**
 - Covers 60% of the Senior Center Coordinator position
- **CDBG Funding**
 - Support the costs of supplies for full operation of the 2 city meal site days.
 - Covers the Senior Center cook
 - Covers a large portion of the Senior Center Assistant position
 - Funds van maintenance and fuel
- **Buckley Senior Citizens Non- Profit**
 - Birthday Parties & Entertainment
- **Catholic Community Services**
 - All food, and personal costs of meal service 3 days a week.
- **Volunteers**
 - Provide essential support for transportation, reception, kitchen assistance, and daily operations.

Attendance Trends:

Average Participation by Weekday:

Monday: 69.5
 Tuesday: 91.8
 Wednesday: 57.1
 Thursday: 21.6
 Friday: 74.8

Average Daily Attendance by Month

January: 54.7	July: 64.4
February: 54.9	August: 67.1
March: 59.3	September: 66.8
April: 64.4	October: 66.7
May: 64.7	November: 68.6
June: 61.4	December: 64.8

In closing, 2025 was a well-rounded year of service marked by high participation, meaningful partnerships, and broad community impact. This success is made possible by the dedication of Lorrie, our Senior Center Coordinator; Jean, our Programs Assistant; Julie, our Cook; and most of all our team of dedicated and resourceful volunteers, whose commitment and care help make the Senior Center a welcoming hub that enhances wellness, connection, and quality of life for our community. We look forward to another successful year in 2026 with support from our grants, partners and community.



To: Mayor & City Council

From: Erin Snodgrass, Parks and Recreation Director

Date: January 27, 2026

Subject: 2025 Youth Center Year-In-Review

The Buckley Youth Center continues to provide a safe, welcoming space for youth to connect, learn, and grow with their peers and caring adults. This report highlights the Center's ongoing efforts to engage local teens through after-school programming, monthly special events, and supportive services, while also providing filling snacks. The following data illustrates participation and engagement in 2025

Total check-ins: 9281

Unduplicated youth served: 658

75% of participants are Middle School aged 40% Female 60% Male

Daily attendance average: 39.8 School Day Average: 41.1 Summer Day average: 19.1

Attendance Averages by Month:

January: 40.2

July: 18.42

February: 38.5

August: 19.4

March: 39.3

September: 49.9

April: 37.3

October: 56.3

May: 43.8

November: 49.8

June: 43.5

December: 38.9

Partners In Programs:

- **Buckley Library**- Onsite programing and reading support.
- **Dave Morrel, District 1 County** Councilmember – Direct allocations that bring more funding to help support increased needs in staff hours do to high volume of participants.
- **Good Roots NW** – Budgeted allocation for food at the drop-in program
- **Local Business** – Provide reward give-a-ways such as gift cards for youth.
- **Mother 2 Many** – Weekly donations of chicken and other snack supplies

- **Pierce County Environmental Educators** – Environmental education and gardening programing
- **Pierce County Health Department** – Funding for specialty prevention programs and staffing costs.
- **Rebecca's Odd Fellows** – Donate food and other supplies on a regular basis to support operations.
- **Satya Counseling & Wellness** – Master's Level Counseling Intern onsite for group programing weekly.
- **Wear It For Barrett** - Helmet promotion, donations and education.

Funding Sources:

- **Youth Violence Prevention**
 - 2023-2025 Cycle we received \$116,000 in allocations both directly through the grant program and through additional allocations from the county council.
- **Tacoma Pierce County Health Department**
 - Small grant programs ranging from 5,000 to 15,000 to support programming and substance use reduction and prevention programs. In 2025 we received \$19,250 through this program.
- **White River Hometown Grants**
 - Support for the late-night program & Friendsgiving.
- **Donations**
 - We receive donations on very regular basis from many partners to help keep our cupboards full and youth fed. Estimated value of food donations in 2025 exceeds 10,000.

Staffing and Volunteers

- BYC is staffed by two permanent part-time staff, who facilitate the daily drop-in program and assist with community events and other programming needs. Grant funding from Youth Violence prevention covered over 70% of their wages in 2025.
- During 2025, the program also benefited from a grant-funded third staff member to provide additional support and enhance on-site safety.
- Five long-term, committed repeat volunteers supported programming in 2025. All volunteers are trained, supervised, and help implement activities and events alongside staff.

Looking Ahead

As we move into 2026, the Buckley Youth Center remains committed to providing a safe, welcoming space for youth to connect and grow. Key goals include the successful onboarding of new permanent staff, expanding revenue streams to support programming, and sustaining food partnerships to help reduce costs. Building on already strong community support, dedicated volunteers, and engaged youth, we aim to continue fostering a positive environment where every young person feels seen, heard, and empowered