



BUCKLEY CITY COUNCIL AGENDA

Tuesday, May 14, 2024, at 6:00 P.M.

Multi-Purpose Center, 811 Main Street

Next Ordinance #08-24, Next Resolution #24-03, Next Agenda Bill #24-026

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 | Burkett |
| 2. Lodging Tax Advisory Committee | Bergerson |
| 3. Senior Citizen Advisory Commission | Bergerson |
| 4. Council Member Comments & Good of the Order | |

D. CONSENT AGENDA

- a. Approve minutes of January 23, 2024, City Council Minutes
- b. Claims and Payroll

E. REGULAR AGENDA

1. NEW BUSINESS

- a. Interlocal Agreement for Inmate Housing with Yakima County
- b. Interagency Agreement with the City of Issaquah for Inmate Housing
- c. Interlocal Agreement for Multi-Jurisdictional Specialty Teams in Pierce County

F. STAFF REPORTS

1. City Administrator Update

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

B. PUBLIC COMMENTS

C. COMMITTEE REPORTS

D. CONSENT AGENDA

**City Council
January 23, 2024**

Mayor Burkett called the regularly scheduled meeting to order at 6:00 PM.

Upon roll call the following members were present: Smith, Anderson (via Zoom), Burbank, Bergerson, Bender, and Green.

Also present were: City Administrator Brunell, Officer Johnson, Police Chief Alfano, Sergeant Fetter, Police Records Clerk VanWieringen, Assistant Police Chief Northam, Sergeant Garrett, City Attorney Olbrechts, Police Records Clerk Burkett, Court Administrator Cash, Judge Berry, Officer Huntley, Fire Chief Skogen, and City Clerk Percival.

Council member Smith moved to excuse Council member Arsanto. Council member Green seconded the motion. Motion carried.

Mayor Burkett stated that there was an amended agenda at everyone's spots and asked if there were any other additions, deletions, or changes to the agenda.

Council member Smith moved to approve the agenda as amended. Council member Green seconded the motion. Motion carried.

ANNOUNCEMENTS, APPOINTMENTS, AND PRESENTATIONS

Mayor Burkett administered the Oath of Office to new City of Buckley Police Officer Paul Johnson.

Mayor Burkett recommended the following be appointed to the Lodging Tax Advisory Commission:

- Norma Jean Contreras
- Denise Trivelas
- Joe Singh
- Carolyn Robertson Harding, and
- Council member Bergerson as Chair

Council member Burbank moved to confirm the Mayor's recommendation of LTAC appointments. Council member Bender seconded the motion. Motion carried.

CITIZEN PARTICIPATION

Meagan Rhoades – Ms. Rhoades shared information from the youth forums that the White River Partnership held at the schools. She recommended everyone read the full report as there is a lot of interesting information.

Jean Contreras – Ms. Contreras came to share some information about the Historical Museum. She said that during and after COVID they have received a lot of new volunteers. They are hoping to have the museum open five days a week. There has been a large increase in visitors recently. They are working on a strategic plan for 2025. She also shared some upkeep that is happening at and around the museum.

COMMITTEE REPORTS

Mayor's Report:

Mayor Burkett shared that there will be a ribbon cutting at the new Rainier Fresh Hometown Market tomorrow at 10:00 A.M. He also shared that they are trying to get an update on the progress of the trail bridge from Buckley to Enumclaw.

Council Member Comments & Good of the Order:

Council member Green shared an update from the latest PCRC meeting. He said the main topic was around UGAs. Council member Green also shared that Mayor Penner stood up for Buckley and the small cities. They held further discussion on potential UGA banking. They are also reviewing their workplan for the year so if you have any input, please share with him.

Council member Smith shared that there are some crazy laws coming out of the legislature this year so be sure to contact your legislators and share your opinions. He also stated that there are some City signs that are not standing upright and he would like to see those fixed.

CONSENT AGENDA

Council Member Green moved to approve the Consent Agenda. Council member Burbank seconded the motion. Motion carried.

Approve Minutes of October 24, 2023, City Council Meeting.

REGULAR AGENDA

ORD No. -24: Comcast Franchise Agreement

First Reading Only!

STAFF REPORTS

4th Quarter 2023 Public Safety Report – Chief Alfano asked if there were any questions regarding his report that was included in the Council packet. He also shared that the next Citizen's Academy begins on February 1st.

Council member Smith emphasized the need for the Council to get involved with the current legislation that is tying the hands of our Police.

Fire Chief Skogen shared that the Fire Department has moved to a new records management system and they are still receiving training on the new system. He stated that he should have more to share at the February Study Session.

4th Quarter 2023 Municipal Court Report – Judge Berry wanted to remind Council they are welcome any time to come to get to know her and the court. She shared the updates to the court offices and court rooms. They are currently evaluating their process for running cases through the Court to see if they can be more efficient and effective. She also shared that she is looking forward to being out in the community more and being able to educate the public. She has enjoyed being able to be a part of sharing information at the Police Citizen’s Academy. Lastly, she shared with everyone that May 1st is National Law Day.

City Administrator Update – City Administrator Brunell shared that we have received a couple of amendments to Comcast Franchise Agreement, the City attorney is reviewing and it will come back in a month or so. She also shared that the Chamber of Commerce has pledged some money to have banners on the light poles. Lastly, she shared that Chief Skogen would be back next month to talk about options with AMR.

Council member Smith moved to adjourn. Council member Green seconded the motion. Motion carried.

With nothing further the meeting was adjourned at 6:40 PM.

City Administrator

Mayor

Prepared by: Treva Percival, City Clerk

CITY OF BUCKLEY			
Payroll and Claims/Treasurer Checks - April 2024			
May 14 , 2024 Council Meeting			
FUND #	FUND NAME	AMOUNT	ITEM
001	General Fund	\$ 399,274.58	Payroll
		\$ 139,609.28	Claims/Treasurer Checks
003	GF Cumulative Reserve		Claims/Treasurer Checks
004	Cemetery		Claims/Treasurer Checks
007	Police Equip. Maintenance Reserve		Payroll
		\$ 670.13	Claims/Treasurer Checks
008	Railroad ROW	\$ 2,661.08	Payroll
			Claims/Treasurer Checks
030	Fire Equipment & EMS Reserve		Claims/Treasurer Checks
035	Park Construction	\$ 1,113.75	Claims/Treasurer Checks
101	Street Operations	\$ 7,160.96	Payroll
		\$ 13,040.32	Claims/Treasurer Checks
102	Street Capital Improvement		Claims/Treasurer Checks
103	Transportation Benefit District		Claims/Treasurer Checks
105	EMS	\$ 19,304.07	Payroll
		\$ 16,798.32	Claims/Treasurer Checks
109	Criminal Justice		Payroll
			Claims/Treasurer Checks
134	Fire Dept Facility Maint & Cap Imp		Claims/Treasurer Checks
136	Visitor Promotion	\$ 989.40	Claims/Treasurer Checks
202	Fire Station Construction Bond		Claims/Treasurer Checks
307	Capital Improvement	\$ 20,204.81	Claims/Treasurer Checks
308	Comp Plan Capital Improvements		Payroll
			Claims/Treasurer Checks
401	Natural Gas Operations		Claims/Treasurer Checks
402	Water Sewer Operations	\$ 119,458.53	Payroll
		\$ 61,162.91	Claims/Treasurer Checks
403	Solid Waste		Claims/Treasurer Checks

FUND #	FUND NAME	AMOUNT	ITEM
405	Sewer Construction		Claims/Treasurer Checks
406	Water Construction		Claims/Treasurer Checks
407	Storm Drain Operation & Maint	\$ 34,373.52	Payroll
		\$ 5,751.31	Claims/Treasurer Checks
408	Stormwater Construction		Claims/Treasurer Checks
430	Utility Equipment Reserve		Claims/Treasurer Checks
631	Municipal Court Trust		Claims/Treasurer Checks
632	Custodial Activities	\$ 10,866.41	Claims/Treasurer Checks
	Total Payroll	\$ 582,232.74	
	Total Claims & Treasurer Checks	\$ 270,206.64	
	Date Approved by Council -		Finance Director, Sandi Hines
Payroll =	April- mid-month draw & end of month		
Claims =	April - all batches		

E. REGULAR AGENDA



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: Interlocal Agreement for Inmate Housing with Yakima County	Agenda Date: May 14, 2024		AB24-026
	Department/Committee/Individual	Created	Reviewed
	Mayor		X
	City Administrator		X
	City Attorney		
	City Engineer		
	City Clerk	X	X
	Finance Dept		
	Building Official		
	Fire Dept		
	Parks & Recreation		
	Building & Planning		
	Police Dept		X
	Municipal Court		
	PW/Utilities		
Staff Contact: Police Chief Alfano			
Attachments: Interlocal Agreement			
SUMMARY STATEMENT: This interlocal agreement allows the City of Buckley to enter into a contract for inmate housing. The City of Buckley will pay \$120/day per inmate to Yakima County.			
COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION: MOVE to Approve the Interlocal Agreement for Inmate Housing with Yakima County.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

AGREEMENT FOR INMATE HOUSING 2024

THIS INTERLOCAL AGREEMENT FOR INMATE HOUSING (hereinafter "Agreement") is made and entered into by and between the City of Buckley, hereinafter referred to as **City** and the Yakima County Department of Corrections, hereinafter referred to as **Yakima County**.

WHEREAS, Chapters 39.34 and 70.48 RCW authorize the County to enter into a contract for inmate housing; and

WHEREAS, The City desires to transfer custody of certain inmates to Yakima County to be housed in Yakima County's corrections facilities during those inmates' confinement, and to compensate Yakima County for housing such inmates; and

WHEREAS, Yakima County desires to house inmates who would be otherwise in the City custody on the terms agreed herein.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, the parties hereto mutually agree as follows:

1. **Purpose.** The purpose and intent of this Agreement is to establish the terms under which Yakima County will house City inmates.
2. **Definitions.**

Business day means Monday through Friday excluding Yakima County standard holidays.

Committing Court means the court that issued the order or sentence that established City of Buckley custody of a City of Buckley Inmate.

Detainer means a legal order authorizing or commanding another agency a right to take custody of a person.

City Inmate or "Inmate" means a person subject to City of Buckley custody who is transferred to Yakima County custody under this Agreement

3. **General Provisions.** Yakima County shall accept City Inmates according to the terms of this Agreement and shall provide housing, care, and custody of those City Inmates in the same manner as it provides housing, care and custody to its own inmates.

Yakima County shall manage, maintain, and operate its corrections facilities in compliance with all applicable federal, state, and local laws and regulations.

4. **Right to Refuse or Return Inmate.** To the greatest extent permitted by law, Yakima County shall have the right to refuse to accept a City Inmate or to return a City Inmate to City of Buckley, if the Inmate has a current illness or injury that is listed in **Attachment A - Medical Acceptability** or requires to be housed in special housing for behavior problems and/or medical or mental health concerns. Yakima County shall provide notice to the City at least one business day prior to transport.

5. **Inmate Transport. County Transported:** Yakima County shall transport Inmates to and from Yakima County's corrections facilities except when weather or other conditions beyond Yakima County's control prevent transport. **Inmate transport dates will be determined by the number of inmates the City has housed with Yakima County.**

Yakima County will pick up and drop off Inmates at a mutually agreed upon destination. In the event the City wishes Yakima County to pick up and/or drop off a City Inmate at another detention or correction facility, the City shall notify Yakima County of the location of the Inmate for pick up and/or drop off.

The City shall provide a written inmate transport list to Yakima County the business day prior to transport. At the time of scheduling transport, if possible, but no later than transport pickup, The City shall provide to Yakima County the warrant or court order detaining or committing the Inmate, as well as any order that specifies the Inmate's next court date or sentence to confinement.

The City shall provide a complete copy of each Inmate's records in its possession to Yakima County prior to transferring custody of the Inmate to Yakima County. Yakima County will not assume custody of any City Inmate without a warrant or court order that commits the Inmate to confinement.

City Transported: The City will provide Yakima County a written transport list to Yakima County the business day prior to delivery. At the time of delivery, The City shall provide Yakima County the warrant or court order detaining or committing the inmate as well as any order that specifies the Inmate's next court date or sentence to confinement.

The City shall provide a complete copy of each Inmate's records in its possession to Yakima County prior to transferring custody of the Inmate to Yakima County. Yakima County will not assume custody of any inmate without a warrant or court order that commits the Inmate to confinement.

6. Inmate Records. The City shall provide all medical records in its possession to Yakima County's transport officers prior to the Inmate's departure from the City's detention or designated detention facility. In the event the Inmate is transported by the City, The City shall provide all medical records in its possession to Yakima County's booking officer. In the event additional information is requested by Yakima County regarding a particular Inmate, Yakima County and the City will mutually cooperate to provide the additional information needed.

7. Inmate Property. Yakima County shall accept and transport Inmate property in accordance with **Attachment B – Property** and shall be responsible only for inmate property actually delivered into County possession. Yakima County shall hold and handle each Inmate's personal property in the same manner it holds and handles property of other County inmates. In the event a City Inmate is being transported from the City's designated detention or correction facility, it will be the responsibility of the City to dispose of the Inmate's property not delivered and accepted into County possession. When returning Inmates to the City, Yakima County shall transport Inmate property according to the provisions of Attachment B – Property, and it shall be the responsibility of Yakima County to dispose of any of the Inmate's property not transported with the Inmate.

8. Booking. Inmates shall be booked pursuant to Yakima County's booking policies and procedures. Inmates transported by the City that are not acceptable at booking, will be the responsibility of the City to transport back to the City.

Pursuant to RCW 70.48.130, and as part of the booking procedure, the Department of Corrections shall obtain general information concerning the Inmate's ability to pay for medical care, including insurance or other medical benefits or resources to which a City Inmate is entitled. The information is to be used for third party billing.

Yakima County and the City will attempt to develop a process at the City's detention facilities for pre-booking Inmates who are being transferred to the custody of Yakima County.

9. Classification. Inmates shall be classified pursuant to Yakima County's classification policies and procedures, and within the sole discretion and judgment of Yakima County. The City shall provide information identified in **Attachment C – Classification**, of this Agreement.

10. Housing. Inmates shall be assigned to housing pursuant to Yakima County's policies and procedures, and within the sole discretion and judgment of Yakima County. Provided however, that generally, if a City Inmate's classification qualifies him/her to be housed in the Yakima County Corrections Center, and there is a bed available at the Yakima County Corrections Center, the Inmate shall be housed in the Yakima County Corrections Center. The Yakima County Corrections Center is currently closed, however should it reopen, this article will be utilized. Exceptions to this general provision include circumstances such as: 1) No women are housed at the Yakima County Corrections Center; 2) Inmates assigned to certain work crews must be housed in the Main Jail or Annex; 3) Certain programs are available only to Inmates housed in the Main Jail or Annex; 4) Inmates who will be housed for less than one week will usually be housed in the Main Jail or Annex.

11. Inmate Work Programs. Yakima County may assign Inmates to work programs such as inside and outside work crews, kitchen and facility duties, and other appropriate duties.

12. Health Care. Yakima County shall provide in-facility medical care commonly associated with county corrections operations as guided by American Correctional Association or National Commission on Correctional Health Care standards.

Inmates shall be responsible for co-payment for health services according to County policy. The City shall not be responsible to Yakima County for Inmate co-payments. No Inmate shall be denied necessary health care because of an inability to pay for health services.

Yakima County shall notify the City's designee(s) via e-mail or fax if a City Inmate requires medical or dental treatment at an outside medical or health care facility. The City shall be responsible to promptly notify Yakima County of any changes in its designee(s).

The City shall pay for all medical, mental health, dental or any other medical services that are required to care for City Inmates outside YCDOC facilities. Except, Yakima County shall bear the expense of any such medical care necessitated by improper conduct of Yakima County, or of its officers or agents.

Yakima County shall notify the City as soon as reasonably possible before the Inmate receives medical and/or dental treatment outside of YCDOC facilities. The City acknowledges that such notice may not be reasonably possible prior to emergency care. Lack of prior notice shall not excuse the City from financial responsibility for related medical expenses and shall not be a basis for imposing financial responsibility for related medical expenses on Yakima County.

Outside medical expenses for Inmates housed for more than one jurisdiction shall be divided equally among those jurisdictions.

13. Inmate Discipline. Yakima County shall discipline Inmates according to the same policies and procedures under which other County inmates are disciplined. However, nothing contained herein shall be construed to authorize the imposition of a type of discipline that would not be imposed on a comparable County inmate, up to and including the removal of earned early release credits as approved by the City.

14. Removal from County Facilities. Except for work programs or health care, and during emergencies, Inmates shall not be removed from County facilities without written authorization from the City or by the order of any court having jurisdiction. Other jurisdictions may “borrow” a City Inmate only according to the provisions of **Attachment D – Borrowing**. In the event of the Inmate’s emergency removal, Yakima County shall notify the City by email or fax as soon as reasonably possible. No early release or alternative to incarceration, including furloughs, home detention, or work release shall be granted to any Inmate without written authorization by the committing court.

15. Visitation. Yakima County shall provide scheduled visitation for attorneys, spouses, family, and friends of Inmates. Such visitation may be accomplished as provided in Section 24 of this Agreement.

16. Inmate-Attorney Communication. Confidential telephones or visitation rooms shall be available to inmates to communicate with their attorneys.

17. Inmate Accounts. Yakima County shall establish and maintain an account for each Inmate. Yakima County shall ensure family members and others have a reasonable process to add funds to a City Inmate’s account,

Upon returning custody of a City Inmate to the City, Yakima County shall transfer the balance of that Inmate’s account that is not subject to charges, to the Inmate or to the City in the form of a check or a debit card in the name of the Inmate.

In the event Yakima County contracts with a company/business that furnishes technology for wireless inmate account crediting (such as Keefe or JPAY) the City may allow Yakima County (or County’s contracted representative) to install the equipment necessary for use of the system. The City shall not be financially responsible for any aspect of the system, including but not limited to installation or maintenance costs. The City shall not receive any compensation or profits for such a system.

18. Detainers. Inmates in a “Detainer” status shall be handled according to **Attachment E – Detainers**.

19. Releases. The City shall be responsible for computing and tracking all sentence time calculations, good time, court dates and release dates. Inmates will be released in accordance with **Attachment F – Inmate Release**.

Yakima County shall not transfer custody of a City Inmate housed pursuant to this Agreement to any party other than the City, except as provided in this Agreement or as directed by the City.

20. Escape. If a City Inmate escapes Yakima County custody, Yakima County shall notify the City as soon as reasonably possible. Yakima County shall use all reasonable efforts to pursue and regain custody of any escaped City Inmates and shall assume all costs connected with the recapture of the City Inmate.

21. Death. If a City Inmate dies in Yakima County custody, Yakima County shall notify the City as soon as reasonably possible. The Yakima County Coroner shall assume custody of the City Inmate’s body. Unless another agency becomes responsible for investigation, YCDOC shall investigate and shall provide the City with a report of its investigation. The City may participate in the investigation. If another agency becomes responsible for investigation, YCDOC shall act

as liaison or otherwise facilitate the City's communication with and receipt of reports from the other agency.

The City shall provide Yakima County with written instructions regarding the disposition of the City Inmate's body. The City shall pay for all reasonable expenses for the preparation and transport of the body. The City may request in writing that Yakima County arrange for burial and all matters related or incidental thereto and the City shall be responsible for all costs associated with this request. Except, Yakima County shall bear such expenses necessitated by improper conduct of County, or its officers or agents.

22. Reporting Requirements. Ordinarily on business days, Yakima County will deliver the following reports to the City:

Housing Report – a report detailing which City inmates are housed at the Yakima County Corrections Center.

Custody Report – a report of total inmate populations confined at all YCDOC facilities. It includes current and historical safety and population data.

Special Housing Report – Identifies City inmates who are in special housing assignments.

23. The City's Right of Inspection. The City shall have the right, upon reasonable advance notice, to inspect County correction facilities where City Inmates are housed at reasonable times. During such inspections, The City may interview its Inmates and review its Inmates' records. The City shall have no right to interview inmates housed for other jurisdictions or to review their medical records unless it is properly authorized to do so by the inmate or the other jurisdiction.

24. Technology. Yakima County and the City may each permit the other continuous access to its computer database regarding all City Inmates housed by Yakima County. This continuous access feature may be accomplished through a computer link between a computer(s) designated by the City and appropriate computer(s) of Yakima County.

By separate mutual agreement, Yakima County and the City may provide video conference capabilities for personal visiting, professional visiting, pre-trial conferences, arraignments, and other court and conferencing needs.

25. Bed Rate. In consideration of Yakima County's commitment to house City Inmates, the City shall pay Yakima County based on the rates identified in the **Rate Attachment Sheet** of this Agreement.

The Bed Rate includes all in-facility medical, dental (if available), and mental health services. In the event an inmate requires out of facility medical, dental or mental health services, the City shall be responsible for the cost of the services.

Yakima County shall not charge a booking fee in connection with housing City Inmates.

The City may purchase additional beds, as available, at the then existing bed rate; however, Yakima County shall have the right to refuse to accept custody of or house inmates in excess of the City's minimum bed commitment.

The Daily Fee for inmates housed for more than one jurisdiction shall be divided equally among those jurisdictions.

This daily rate is established for 2024. Yakima County reserves the right to increase the daily rate with the understanding that they will provide the City ninety (90) days written notification prior to said increase.

26. Billing and Payment. Yakima County shall provide the City with monthly statements itemizing the name of each City Inmate, the number of days of housing, including the date and time booked into Yakima County and date and time released from Yakima County and itemization of any additional charges including a description of the service provided, date provided and reason for service.

Yakima County shall provide said statement for each month on or about the 10th day of the following month. Payment shall be due to Yakima County within (30) days from the billing date. Yakima County may bill the City electronically. Payments not received by the 30th day shall bear interest at the rate of 1% per month until payment is received.

The Daily Fee for City Inmates housed for more than one jurisdiction shall be divided equally among those jurisdictions.

27. Duration of Agreement. This Agreement will renew annually for up to five (5) years (December 31, 2028) unless there is written notification from one party to the other that they wish to terminate the contract at the end of the current calendar year. Such notification will be sent to the receiving party no later than October 1st of the current year.

28. Independent Contractor. In providing services under this Agreement, Yakima County is an independent contractor and neither it nor its officers, nor its agents nor its employees are employees of the City for any purpose, including responsibility for any federal or state tax, industrial insurance, or Social Security liability. Neither shall the provision of services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of the City under any applicable law, rule or regulation. Nothing in this Agreement is intended to create an interest in or give a benefit to third persons not signing as a party to this Agreement.

29. Hold Harmless, Defense, and Indemnification. Yakima County shall hold harmless, defend, and indemnify the City, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, injury, or death of any City Inmate, or loss or damage to City Inmate property while in County custody) that result from or arise out of the acts or omissions of County, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of Yakima County's services, duties, and obligations under this Agreement.

The City shall hold harmless, defend, and indemnify Yakima County, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, injury, or death of any City Inmate, or loss or damage to City Inmate property while in County custody) that result from or arise out of the acts or omissions of the City, its elected officials, officers,

employees, and agents in connection with or incidental to the performance or non-performance of the City's services, duties, and obligations under this Agreement.

In the event the acts or omissions of the officials, officers, agents, and/or employees of both the City and Yakima County in connection with or incidental to the performance or non-performance of the City's and/or Yakima County's services, duties, and obligations under this Agreement are the subject of any liability claims by a third party, The City and Yakima County shall each be liable for its proportionate share of fault in any resulting suits, actions, claims, liability, damages, judgments, costs and expenses and for their own attorney's fees.

Nothing contained in this Section, or this Agreement shall be construed to create a right in any third party to indemnification or defense.

Yakima County and the City hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. This waiver of immunity was mutually negotiated by the parties hereto.

The provisions of this section shall survive any termination or expiration of this Agreement.

30. Insurance. Yakima County and the City shall provide each other with evidence of insurance coverage, in the form of a certificate or other competent evidence from an insurance provider, insurance pool, or of self-insurance sufficient to satisfy the obligations set forth in this Agreement.

Yakima County and the City shall each maintain throughout the term of this Agreement coverage in minimum liability limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto liability and police professional liability. The insurance policy shall provide coverage on an occurrence basis.

31. Termination.

A. Mutual Agreement: This Agreement may be terminated by mutual written consent between Yakima County and the City with ninety (90) days written notice to the other party and to the State Office of Financial Management as required by RCW 70.48.090 stating the grounds for said termination and specifying plans for accommodating the affected City Inmates.

B. Imperiling Conditions: The City shall have the right to terminate this Agreement where: 1) conditions and/or circumstances at Yakima's facilities present an imminent risk of serious injury or death to City Inmates [Imperiling Conditions]; 2) The City has sent Yakima County written notice by certified mail, return receipt requested describing with reasonable specificity the Imperiling Conditions; and 3) Yakima County has failed to cure the Imperiling Conditions within a reasonable period of time, which, unless the parties agree in writing to a longer period, shall be no more than 30 days after Yakima County receives the City's notice. Termination under this provision shall be effective if and when: 1) after at least 30 days, Yakima County has not cured the Imperiling Condition(s); and 2) The City has removed its Inmates; and 3) The City has given Yakima County formal written notice of final termination under this provision. After Termination under this provision the City shall have no further financial obligations under this Agreement.

C. Material Breach: Either party shall have the right to terminate this Agreement if: 1) the other party is in material breach of any term of this Agreement; 2) the terminating party has sent the breaching party written notice of its intent to terminate this Agreement under this

section by certified mail, return receipt requested describing with reasonable specificity the basis for the termination; and 3) the breaching party has failed to cure the breach within ninety (90) days, unless the parties agree in writing to a longer cure period. Termination shall be effective upon, and the City shall have no further financial obligations under this Agreement from the date of removal of its Inmates from the Yakima Facility or County's receipt of final notice that the City is terminating the Agreement after the expiration of the cure period, whichever occurs last.

32. Real or Personal Property. It is not anticipated that any real or personal property will be acquired or purchased by the parties solely because of this Agreement.

33. Equal Opportunity. Neither party shall discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, political affiliation or belief or the presence of any sensory, mental or physical handicap in violation of any applicable federal law, Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12110 et seq.). In the event of the violation of this provision, the other party may terminate this Agreement immediately.

34. Assignment. This Agreement, or any interest herein, or claim hereunder, shall not be assigned, or transferred in whole or in part by Yakima County to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of Yakima County stated herein.

35. Non-Waiver. The failure of either party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.

36. Severability. If any portion of this Agreement is changed per mutual agreement or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.

37. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any actions, suit, or judicial or administrative proceeding for the enforcement of this Agreement shall be brought and tried in the Federal or Superior Court for the State of Washington.

38. Approval and Filing. Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of each party. The attested signatures of the City, Manager or Mayor and the Yakima County Commissioners below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Yakima County Auditor's Office pursuant to RCW 39.34.040.

39. General Provisions. Unless otherwise agreed in writing executed by both parties, on and after December 1, 2023, and so long as this Agreement remains in effect, this document constitutes the entire Agreement between the City and Yakima County under which Yakima County houses City Inmates, and no other oral or written agreements between the parties shall affect this Agreement.

No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties.

Yakima County shall not delegate its duties pertaining to housing City Inmates without the written consent of the City, which consent shall not be withheld unreasonably.

Any provision of this Agreement that is declared invalid or illegal shall in no way affect or invalidate any other provision.

In the event Yakima County or the City defaults on the performance of any terms of this Agreement and files a lawsuit, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs and expenses.

This Agreement may be executed in any number of counterparts.

40. Notices. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties to their addresses as follows:

TO CITY OF BUCKLEY: Chief Kurt Alfano
 City of Buckley Police Department
 146 S Cedar St
 PO Box 640
 Buckley, WA 98321

TO YAKIMA COUNTY: Jeremy Welch, Director
 Yakima County Department of Corrections
 111 North Front Street
 Yakima, WA 98901

Alternatively, to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand - delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

CITY OF BUCKLEY, WASHINGTON

By: _____
Mayor

Date: _____

Attest:

By: _____
City Clerk

Approved as to form:

By: _____
City Attorney

ATTACHMENT A
MEDICAL ACCEPTABILITY

Yakima County shall determine the medical and mental acceptability of inmates for transport using the following excluding criteria:

1. Blood or fluid present at an open wound site or bleeding from an open wound.
2. Signs of untreated broken bones or dislocated joints.
3. Any injury or illness requiring immediate or emergency medical treatment.
4. Unconsciousness.
5. Inmates unable to stand and walk under their own power.
6. Wheelchair bound individuals.
7. Signs of alcohol toxicity and signs of current or recent use of any intoxicants.
8. Signs of alcohol and/or drug withdrawal.
9. Bed bound individuals.
10. Individuals with attached IV or requiring IV medications.
11. Individuals requiring the use of oxygen tanks.
12. AMA (Against Medical Advice) from the hospital.
13. Individuals having had major invasive surgery within the last 72 hours. Non-invasive surgery such as oral surgery, laser-eye surgery and minor surgery may be evaluated on a case by case basis.
14. Post-operative persons who have follow up appointments within the next four weeks.
15. Wounds with drainage tubes attached.
16. Persons with permanent catheters.
17. Open and/or oozing bedsores.
18. Individuals requiring nebulizers who cannot obtain one.
19. Persons with Alzheimer's, dementia, or other psychological conditions to the point where the inmate cannot perform activities of daily living ("ADL's") or who do not have the capacity to function safely within a correctional environment.
20. Persons who are diagnosed as developmentally delayed and who do not have the capacity to function safely within a correctional environment or who cannot perform ADL's.
21. Female inmates more than 5 months pregnant. Or any female inmate considered a high-risk pregnancy.
22. Persons undergoing chemotherapy and/or radiation treatment.
23. Persons undergoing dialysis.

24. Persons with the following untreated medical conditions:
 - a) Heart disease
 - b) Seizures disorders
 - c) Insulin dependent diabetes
 - d) Cancer
 - e) Asthma
 - f) Psychosis
 - g) HIV Positive or AIDS
25. Persons who are HIV positive or have AIDS and are taking anti-viral medications.
26. Persons taking Methadone, or Suboxone, a substitute for Methadone.
27. Persons who suffer from mental illness and cannot be housed in general population.
28. Persons with suicidal ideations or gestures within the past 72 hours.
29. Person, if prescribed, have not taken psychotropic medications for at least 72 hours.
30. Persons who have attempted suicide within the last 30 days.
31. Persons who have attempted suicide by overdose or ligature strangulation during current incarceration.
32. Persons displaying a current psychotic episode.
33. Persons requiring CPAP machines as prescribed must be transported with the machine.

ATTACHMENT B

PROPERTY

County transport personnel will only accept Inmate property as follows:

1. The property shall be sealed in a single property bag no larger than a common paper grocery bag.
2. Money, valuables, and medications shall be placed in a clear envelope and sealed within the Inmate's property bag.
3. Checks and documents (court, warrants, etc) shall be attached to the outside of the property bag.
4. The transporting officer shall account for the property bag and funds being transported. Yakima County Department of Corrections transport personnel will not accept or transport the following:
 - a) Backpacks, suitcases, etc.
 - b) Unpackaged food products or food products in packaging that has been opened.
 - c) Any type of weapon (includes pocketknives).
 - d) Liquids.
 - e) Any items that will not fit into the property bag.
 - f) Material deemed to be contraband.

Yakima County will limit property returned with the Inmate to the City according to these criteria.

ATTACHMENT C
CLASSIFICATION

The City shall supply Yakima County with the following Classification related information, if it known to or in possession of the City:

1. If the City Inmate has been classified to a special housing unit and/or if the City Inmate has been classified as protective custody.
2. If the City Inmate is a violent offender or has displayed violent behavior during present or past incarcerations.
3. If the City Inmate is an escape risk.

ATTACHMENT D
BORROWING

One contracting city may “borrow” another contracting city’s inmate as follows:

1. If a city requests the transport of another contracting city’s Inmate from Yakima County, the requesting city must notify each agency with rights to custody of the Inmate, and if each agency with rights to custody of the Inmate notifies Yakima County in writing (e-mail) of its approval, Yakima County shall provide the requested transport. Yakima County will complete a custody transfer form that lists all outstanding detainers. The custody transfer paperwork will accompany the inmate.
2. Once custody of the City Inmate has been transferred to another agency, it is the responsibility of the requesting agency to determine whether the City Inmate shall be returned to the custody of Yakima County, and if so, the requesting agency shall make all necessary and proper arrangements with Yakima County and any agency with rights to custody of the Inmate, for the Inmate’s return according to the terms of this Agreement.
3. Yakima County will not track the City Inmate once he or she has left Yakima County’s facility.
4. If the Inmate is returned to the custody of Yakima County, the requesting city shall provide Yakima County with sentencing/charge information. The city shall supply all pre-sentence, and post-sentence paperwork from agreeing agencies that authorized the borrowing of the Inmate. This will aid Yakima County in determining split billing and release dates.
5. If the agency requesting to borrow the City Inmate is not a “Contracting Agency,” the requesting agency will be responsible to make all transport arrangements including all legal paperwork for the transport with the city of jurisdiction.
6. Yakima County will transport City Inmate only to the originating City of this Agreement.
7. Inmates transported by the City, cannot be borrowed out of YCDOC.

ATTACHMENT E

This attachment only applies to Inmates transported by the YCDOC.

WARRANTS/OTHER COURT ORDERS

1. The following shall apply to City Inmates who are subject to warrants from other jurisdictions or to other court orders for confinement or detainers. When receiving a City Inmate, Transport Officers shall review all paperwork provided by the City for all grounds to hold the Inmate and ensure that this information is entered into Yakima County's JMS and is routed to the Out of County Transport Section Office Specialist.
2. Prior to releasing a City Inmate, Yakima County shall check the NCIC and WACIC systems to determine if the Inmate is subject to any valid warrants or other detainers.
 - a) If the Inmate is subject to a warrant that is limited to the County of the city in this Agreement, YCDOC will, upon receiving written permission (email) from the City, transport the Inmate to the custodial agency for the jurisdiction that issued the warrant. However, Yakima County will not assume responsibility to serve any such warrants.
 - b) If the City Inmate is subject to a warrant from a western Washington jurisdiction outside the City's County, YCDOC will release the Inmate at the location determined by written (email) agreement of the YCDOC and the City under Section 5 of this Agreement.
 - c) If the City Inmate is subject to a warrant from an eastern Washington jurisdiction, YCDOC will send the Inmate to the custodial agency for that jurisdiction on the Mini-Chain.
 - d) If, upon return from YCDOC to the City, the Inmate is subject to a warrant that provides for statewide extradition, YCDOC will send the Inmate to the agency/jurisdiction that issued the warrant on the Mini-Chain.

ATTACHMENT F

INMATE RELEASE

County transport personnel will release City Inmates as follows:

1. Inside a staffed correction or detention facility (jail).
2. Inside a staffed police agency (sally port or other secured area).
3. Outside of a Law Enforcement Agency when agency personnel, telephone access, and weather protection (lobby areas) are available to the released Inmate.
4. City Inmates for whom bail is posted, or who otherwise have a right to be released may, by signed written waiver, choose to remain in custody and return to the City by the regularly scheduled transport, or to be released to a family member or friend picking them up in Yakima.
5. Inmates transported by the City must be picked up at least 12 (twelve) hours prior to the inmate's scheduled release date and time. If the inmate is not picked up before the scheduled release time, the Inmate will be automatically scheduled to be transported, at the City's cost to include the addition of transport fees for all days served on the next available transport to the City.

Rate Attachment Sheet

YAKIMA COUNTY INMATE HOUSING AGREEMENT - 2024

Detention/Correction Rates:

Daily Housing:

In consideration of Yakima County's commitment to house City Inmates, the City/County shall pay Yakima County a base rate of \$120.00 per day per inmate.

Intensive Management Inmates (IMI) who have serious medical, mental health or behavioral conditions and require special housing or treatment, as determined by Yakima County will be housed at a rate of \$166.00.

Set Bed Agreement:

Due to a limited amount of space, should your agency wish to guarantee a certain number of beds, a set bed agreement can be initiated.



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: Interagency Agreement between the City of Issaquah and Buckley for Housing of Inmates in the Issaquah City Jail	Agenda Date: May 14, 2024		AB24-027
	Department/Committee/Individual	Created	Reviewed
	Mayor		X
	City Administrator		X
	City Attorney		
	City Engineer		
	City Clerk	X	X
	Finance Dept		
	Building Official		
	Fire Dept		
	Parks & Recreation		
	Building & Planning		
	Police Dept		X
	Municipal Court		
	PW/Utilities		
Staff Contact: Police Chief Alfano			
Attachments: Interagency Agreement			
<p>SUMMARY STATEMENT: This Interagency agreement allows the City of Buckley to house inmates in the Issaquah City Jail for \$115.50 per bed day.</p>			
COMMITTEE REVIEW AND RECOMMENDATION:			
<p>RECOMMENDED ACTION: MOVE to Approve the Interagency Agreement between the City of Issaquah and Buckley for Housing of Inmates in the Issaquah City Jail.</p>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

INTERAGENCY AGREEMENT BETWEEN THE CITY OF ISSAQUAH, WASHINGTON AND BUCKLEY, WASHINGTON, FOR THE HOUSING OF INMATE IN THE ISSAQUAH CITY JAIL

This agreement is between the City of Issaquah, a municipal corporation of the State of Washington (hereinafter "Issaquah") and the City of Buckley, a municipal corporation of the State of Washington (hereinafter "Buckley")

Recitals

Whereas, RCW 39.34 and RCW 70.48, allows local governmental units to make the most efficient use of their powers by enabling them to cooperate and enter into agreements with each other for providing jail services; and

Whereas, Buckley wishes to designate the Issaquah Jail as a place of confinement for incarceration through the use of 0 guaranteed beds; and

Whereas, in an effort to streamline administrative procedures and ensure that the daily rate charge for 0 guaranteed non-gendered specific beds to house inmates at Issaquah's jail is consistent with the current operating costs, it is necessary to enter into a standardized interagency agreement; and

Whereas, the governing bodies of each of the parties hereto have decided to enter into this Agreement as authorized by RCW 39.34, RCW 70.48 and other Washington law, as may be amended;

Now, therefore, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable considerations, the parties hereto agree to the terms and conditions set forth herein:

1. GOVERNING LAW

The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to inmate confinement pursuant to this Agreement.

2. EFFECTIVE DATE

This Agreement shall be effective when both parties have executed this contract and this document has been listed on Issaquah's website in accordance with RCW 39.34.040

3. TERMINATION

(A) This agreement shall be of indefinite duration. Provided, however, either party may elect to terminate this Agreement by giving written notice of termination to the other party. Said termination shall be effective ninety (90) days from the date of receipt of said written notice.

(B) In the event of termination of this Agreement for any reason, Buckley shall compensate Issaquah for inmates housed by the Issaquah Jail after notice of termination until Buckley retakes its inmates in the same manner and at the same rates as if this Agreement had not been terminated and the provisions of this Agreement, including by way of illustration and not limitation, Indemnity, shall remain in force until such time as all inmates from Buckley have been retaken.

4. MAILING ADDRESSES

All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

City of Issaquah: Chief of Police
 Issaquah Police Department
 130 E. Sunset Way
 Issaquah, Washington 98027

Contact: Issaquah Jail Manager

City of Buckley: Chief of Police

Contact:

5. COMPENSATION

- (A) Guaranteed Bed Rate. Issaquah agrees to accept and house non-gendered specific inmates at the daily 0 guaranteed bed rate of \$115.50 per bed day. The guaranteed rate is limited to the first 0 guaranteed beds by Buckley. The \$115.50 per bed per day rate shall be assessed for each day the contract is in effect regardless of occupancy by a Buckley inmate.
- (B) Non-Guaranteed Bed Rate. Buckley may purchase as needed beds, as available, at the daily rate of \$147.00 per bed day. However, Issaquah shall have the right to refuse to accept custody or house Buckley inmates in excess of 0 minimum bed commitment.
- (C) Billing and Payment. Issaquah agrees to provide a monthly invoice for the as needed non-guaranteed beds by the 30th of each following month. Buckley agrees to make payment to Issaquah within 30 days of receipt of the undisputed portion of such bill for the amount billed for the previous calendar month. Issaquah agrees to provide Buckley with an itemized bill for inmates housed in addition to the Guaranteed Bed Rate listing all names of inmates who are housed, the number of days housed (including date of booking and date of releases), and the dollar amount due for each. Issaquah agrees to provide said bill by the 30th of each following month. Buckley agrees to make payment to Issaquah within 30 days

of receipt of the undisputed portion of such bill for the amount billed for the previous calendar month.

- (D) Rate Increases. Issaquah may increase guaranteed and non-guaranteed rates from time-to-time but no more frequently than once per year, in order to reflect increased costs. Issaquah will give Buckley at least ninety (90) days advance written notice of the increased rate prior to implementation.

6. AGREEMENT AMMENDMENTS

- (A) Guaranteed beds. Buckley may cancel the reserved beds, in whole or in part, at any time by providing written notice to the Jail Manager for the City of Issaquah. The notice shall be provided at least ninety (90) days in advance of the effective date of the cancellation. Issaquah may cancel the reserved beds, in whole or in part, at any time by providing written notice to Buckley at least ninety (90) days in advance of the effective date of the cancellation.

- (B) Changes in law or regulations. Any changes in law or regulations governing jail operations impacting this Agreement will be addressed in an amendment to the Agreement.

7. SERVICES PROVIDED

Issaquah agrees to provide jail services for gross misdemeanor/misdemeanor inmates for those offenses that have been committed by adults within Buckley's jurisdiction.

8. RESPONSIBILITY FOR OFFENDER'S CUSTODY

It shall be the responsibility of Issaquah to confine the inmate or inmates; to provide treatment, including the furnishing of subsistence and all necessary medical and hospital services and supplies; to provide for inmates' physical needs; to retain them in said custody; to supervise them; to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court in the State are faithfully executed; provided that nothing herein contained shall be construed to require Issaquah, or any of its agents, to provide treatment, facilities or programs for any inmates confined pursuant to this Agreement, which it does not provide for similar inmates not confined pursuant to this agreement. Issaquah shall provide facilities for consultation and communication between inmates and their legal counsel or public defender. It shall also be the responsibility of Issaquah to calculate "good time" accrued in and subsequent release of inmates in accordance with the Issaquah Jail's standard practice and procedures related to inmates housed in the Issaquah Jail.

9. RIGHT TO REFUSAL

Issaquah shall have the right to refuse to accept any inmate from Buckley who, in the judgment of Issaquah, has a current illness or injury which may adversely affect the operations of the Issaquah Jail, has a history of serious medical problems, presents a substantial risk of escape, or presents a substantial risk of injury to other persons or property or themselves.

10. HOUSING DECISIONS

In order to manage its jail population, Issaquah reserves the right to decide where Buckley inmate(s) will be housed. In the event that Buckley inmate is transferred to another jail facility. Buckley's obligation to pay the daily rate to Issaquah will cease and Buckley obligation to pay the daily rate to the jail facility will be governed by Buckley's contract with that other agency operating the jail facility. This section only applies to those inmates housed at Issaquah Jail under the non-guaranteed bed rate.

11. RETAKING OF INMATES

Upon request from Issaquah, Buckley shall, at its expense, retake any Buckley inmate within twelve (12) hours after receipt of such request. In the event the confinement of any Buckley is terminated for any reason, Buckley, shall, at its expense, retake such inmate from Issaquah.

12. COPY OF ARREST WARRANT OR CITATION AND BAIL SCHEDULE

Buckley law enforcement officers placing Buckley misdemeanants in the Issaquah Jail shall, in every instance, first furnish an arrest warrant, citation, court order, or judgement and sentence, to the Issaquah Jail upon booking of an inmate. Buckley is also responsible for providing Issaquah Jail with a complete bail schedule no later than January 1 of each year.

13. NON-ASSIGNABILITY

Buckley agrees to not sublet any of their guaranteed beds to any jurisdictions. This Agreement may not be assigned by either party.

14. TRANSPORTATION

Buckley inmates incarcerated in Issaquah pursuant to this Agreement shall be transported to Issaquah by and at the expense of Buckley and shall be returned, if necessary, to Buckley by Buckley personnel and at Buckley's expense. Issaquah is not responsible for transportation of Buckley inmates under this agreement and shall be reimbursed by Buckley for any actual expense incurred in transport of an inmate if, in fact, transportation of an inmate by Issaquah becomes necessary including if the transport was a result of a warrant, or medical appointment. Such transportation shall be calculated based upon the time required for transport at the correction officer over time rate of \$55.00 per hour.

15. RECORDS AND REPORTS

Issaquah shall keep all necessary and pertinent records concerning such inmates incarcerated in the Issaquah Jail. During an inmate's confinement in Issaquah, Buckley shall upon request, be entitled to receive and be furnished with copies of any report or record associated with said inmate(s) incarceration, as may be permitted by law.

16. MEDICAL TREATMENT

(A) Inmates shall receive medical, psychiatric and dental treatment when emergent and necessary to safeguard their health while housed in the Issaquah Jail. Issaquah shall provide for routine medical services in the Issaquah Jail. Examples of medical services which may be

provided in the Issaquah Jail but which are not routine, and for which Buckley shall be billed include, but are not limited to, HIV/AIDS treatment, chemotherapy, dialysis treatment, and hemophiliac treatment. Buckley shall be responsible for any and all medical, dental or mental health costs incurred by or on behalf of a ALAX inmate including but not limited to prescriptions, appliances, supplies, emergency transport associated with the delivery of any emergency and/or medical service provide to Buckley inmates.

- (B) If Issaquah becomes aware that a Buckley inmate is in need of medical health care requiring the assistance of a medical health care services provider, then Issaquah shall make reasonable efforts to notify Buckley prior to obtaining said service. If Buckley is contacted and does not authorize Issaquah to obtain the service, then Buckley shall within one hour pick up the inmate from the Jail. Provided, in the case of emergency, Issaquah may notify Buckley after the service has been provided.
- (C) An adequate record of all such services shall be kept by Issaquah in accordance with HIPPA regulations for Buckley's review at its request. Any medical or dental services of major consequence shall be reported to Buckley as soon as time permits.
- (D) Buckley shall be responsible for any and all costs incurred by or on behalf of a Buckley inmate regarding hospitalization. If necessary, Buckley shall reimburse Issaquah dollar for dollar any amount expended or cost incurred by Issaquah in providing the same. Upon payment from Buckley for the inmate's health care expense, Issaquah will assign to Buckley, if requested by Buckley, any and all right to reimbursement for medical expenses authorized under RCW 70.48.130. Except in emergencies, Buckley will be notified by contacting a duty supervisor at the Buckley Police Department prior to the inmate's transfer to a hospital and nothing herein shall preclude Buckley from retaking the ill or injured inmate. In the event a Buckley inmate is taken by emergency to a hospital, Issaquah shall notify Buckley as soon as possible of transport. Buckley is responsible for providing security during any time of hospitalization.

17. DISCIPLINE

Issaquah shall have physical control over and power to exercise disciplinary authority over all inmate of Buckley. However, nothing contained herein shall be construed to authorize or permit the imposition of any type of discipline prohibited by the constitution and laws of the State of Washington or the constitution and laws of the United States.

18. VIDEO ARRAIGNMENT

Upon request, Issaquah will provide video arraignment services at the rate of \$45.00 per hour.

19. REMOVAL FROM THE JAIL

An inmate from Buckley legally confined in Issaquah shall not be removed from there by any person except:

- (A) When requested by Buckley Police Department in writing authorizing such release; or
- (B) Upon court order in those matters in which said court has jurisdiction over such inmate; or
- (C) For appearance in the court in which a Buckley inmate is charged; or

- (D) In compliance with a Writ of Habeas Corpus; or
- (E) For interviews by Buckley attorney or member of Buckley Police Department; or
- (F) If the inmate has served their sentence, or the charge pending against said inmate has been dismissed, or bail or other recognizance has been posted as required by the courts; or
- (G) For other scheduled court appearance, including those for which they are not being held; or
- (H) Upon the execution of the Standards of Release Administrative Order No. 2013-01; or
- (I) For medical care and court ordered evaluations.

20. LOSS OF USE

The parties understand that there may be times when conditions at the Issaquah Jail, such as required maintenance or repairs, may cause some or all of the reserved beds to be temporarily unavailable. Issaquah agrees to provide as much notice as is reasonably practicable if any or all of the reserved beds will be temporarily unavailable and will endeavor to keep any such unavailability to a minimum. The temporary unavailability of such beds shall not be a breach of this agreement or entitle Buckley to any compensation from the Issaquah. During any period of unavailability, Buckley will be relieved of the obligation to pay for any unavailable beds.

21. DISPUTE BETWEEN Buckley AND ISSAQUAH

Should a dispute arise as to the application, compensation, enforcement, or interpretation of this Agreement between Buckley and Issaquah, the parties shall first attempt to resolve such disputes through good faith and reasonable negotiations. However, if a dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or upon mutual written agreement of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through binding arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally, however, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

22. INDEMNIFICATION

Issaquah agrees to defend, indemnify and hold Buckley harmless from any and all claims, lawsuits, or other legal actions and from all costs including reasonable attorney's fees which arise out of any alleged wrongful or negligent act or omission by any officer, agent, or employee of Issaquah occurring subsequent to any claimant's entry into the Issaquah booking room and during any claimant's incarceration in the Issaquah City Jail. In addition, Issaquah shall maintain a policy of liability insurance with limits of not less than \$1,000,000, naming the Buckley as an additional insured thereon, provided, that Buckley shall accept a certificate from the WCIA certifying that Issaquah is a member in

good standing and has contractual indemnity coverage applicable to the requirements of this paragraph in fulfillment of insurance requirements.

Buckley agrees to defend, indemnify and hold Issaquah harmless from any and all claims, lawsuits, or other legal actions and from all costs including reasonable attorney's fees which arise out of any alleged wrongful arrest, false imprisonment, or other wrongful or negligent act or omission by any agent, officer or employee of Buckley. In addition, Buckley shall maintain a policy of liability insurance with limits of not less than \$1,000,000, naming Issaquah as an additional insured thereon, provided, that Issaquah shall accept a certificate from the WCIA certifying that Buckley is a member in good standing and has contractual indemnity coverage applicable to the requirements of this paragraph in fulfillment of insurance requirements.

23. REQUIRED ELEMENTS

In accordance with the requirements of RCW 39.34.030, the following provisions, stipulations and/or waivers are adopted:

- (A) This Agreement has been approved by the governing bodies of each of the participating agencies/
- (B) No separate organization or separate legal or administrative entity is created by this Agreement.
- (C) Each party to this Agreement shall maintain its own separate budget in accordance with the provision of Title 35 and 35A RCW and no joint or cooperative budget shall be undertaken.
- (D) The terms of this Agreement do not contemplate the acquisition of any property. However, in the event any property is acquired for the performance of this Agreement, upon termination of this Agreement, said property shall be sold and the proceeds shall remain with Issaquah.
- (E) This Agreement shall be administered by the Chiefs of Police, or their representative, from Issaquah and Buckley.

24. CONCURRENT ORIGINALS

This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

25. ENTIRE AGREEMENT

The written provisions and terms of this Agreement, together with any attachments, supersede all prior written and verbal agreements and/or statements by any representative of the parties, and those statements shall not be construed as forming a part of or altering in any manner this Agreement. Any prior written and/or oral agreement between the parties pertaining to jail services is terminated and superseded by this Agreement. This Agreement and any attachments contain the entire Agreement between the parties. Should any language in any attachment conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

26. PREA ACKNOWLEDGEMENT – CUSTODIAL AND SEXUAL MISCONDUCT

- (A) Compliance - Issaquah agrees to ensure that all of its employees, contractors, vendors, and volunteers that have contact with Buckley Inmates comply with all federal and state laws regarding sexual misconduct including, but not limited to:
 - a) The Prison Rape Elimination Act of 2003 (PREA)
 - b) The standards for adult Prisons and Jails or Community Confinement Facilities, whichever is applicable, as promulgated by the US Attorney, and
 - c) Zero tolerance toward all forms of sexual abuse and sexual harassment.
- (B) Monitoring - Issaquah agrees to provide the Buckley documented compliance with the Federal Prison Rape Elimination Act standards. Monitoring may include, but is not limited to:
 - a) Site visits,
 - b) Access to facility data, and
 - c) Review of applicable documentation.
- (C) Buckley may terminate this Agreement
 - a) Should Issaquah fail to provide documentation that demonstrates that the Issaquah Jail is actively and effectively working toward and is making substantive progress toward achieving compliance; or
 - b) Should Issaquah fail to maintain PREA compliance between auditing periods, after being given a reasonable opportunity to cure.
- (D) Buckley will terminate this Agreement
 - a) Should Issaquah elect to discontinue pursuit of PREA compliance;
 - b) Should Issaquah be found in noncompliance through a PREA Audit and fail to cure such noncompliance within the identified time-frames; or
 - c) Should Issaquah be found to be in egregious violation of PREA.

27. SEVERABILITY

Should any provision of this Agreement be determined to be unenforceable by a court of law, such provision shall be severed from the remainder of the Agreement, and such action shall not affect the enforceability of the remaining provisions herein.

IN WITNESS WHEREOF, the parties below have executed this Agreement, and by doing so, acknowledge that they have read this Agreement, understand its terms, and enter this Agreement in a knowing, intelligent, and voluntary manner.

CITY OF ISSAQUAH

CITY OF BUCKLEY

By:
Its:
Date:_____

ATTEST:

By:
Its:
Date:_____

APPROVED AS TO FORM:

By:
Its:
Date:_____

By:
Its:
Date:_____

ATTEST:

By:
Its:
Date:_____

APPROVED TO AS FORM:

By:
Its:
Date:_____



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: Interlocal Cooperation Agreement for Multi-Jurisdictional Specialty Teams in Pierce County	Agenda Date: May 14, 2024		AB24-028
	Department/Committee/Individual	Created	Reviewed
	Mayor		X
	City Administrator		X
	City Attorney		
	City Engineer		
	City Clerk	X	X
	Finance Dept		
	Building Official		
	Fire Dept		
	Parks & Recreation		
	Building & Planning		
	Police Dept		X
	Municipal Court		
	PW/Utilities		
Cost Impact: N/A			
Fund Source: N/A			
Timeline: N/A			
Staff Contact: Police Chief Alfano			
Attachments: Interlocal Cooperation Agreement			
<p>SUMMARY STATEMENT: This is an Interlocal Cooperative Agreement between Pierce County Cities for Police Multijurisdictional Specialty Teams. The original agreement was approved in 2005 and amended in 2017 by the cooperating Cities consisting of Bonney Lake, Buckley, Dupont, Fife, Fircrest, Gig Harbor, Lakewood, Milton, Orting, Puyallup, Sumner and the Town of Steilacoom. This renewal updates language to reflect current practices and specialty teams. Further information is outlined in the agreement.</p>			
COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION: MOVE to Approve the Interlocal Cooperation Agreement for Multi-Jurisdictional Specialty Teams in Pierce County.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

INTERLOCAL COOPERATION AGREEMENT FOR MULTI-JURISDICTIONAL SPECIALTY TEAMS IN PIERCE COUNTY

THIS AGREEMENT is entered into under the Interlocal Cooperation Act (Chapter 39.34 RCW) and the Mutual Aid Peace Officers Powers Act (chapter 10.93 RCW) between the Cities of Bonney Lake, Buckley, Dupont, Fife, Fircrest, Gig Harbor, Lakewood, Milton, Orting, Puyallup, Sumner, and the Town of Steilacoom, (the “Parties”). Through this agreement, said parties agree to provide mutual aid and support for multi-jurisdictional specialty teams as provided herein.

WHEREAS, law enforcement agencies have the responsibility of protecting lives and property, and keeping the peace; and

WHEREAS, extra-jurisdictional sharing of resources and capabilities is the most efficient and effective use of law enforcement resources to protect life and property; and

WHEREAS, a major law enforcement operation may affect more than one law enforcement agency which necessitates joint cooperation in order that persons and property may be protected and the peace maintained; and

WHEREAS, the Parties to this agreement were also parties to a previously executed Interlocal Cooperation Agreement For Multi-Jurisdictional Task Forces In Pierce County commencing in 2005, amended in 2017, and it is intended that this agreement will supersede and replace said prior agreement; and

WHEREAS, it is necessary and desirable that a cooperative agreement be executed for the purposes of effectuating mutual aid and the formation of multi-jurisdictional specialty teams;

NOW, THEREFORE, the Parties agree as follows:

1. DEFINITIONS

The following terms shall have the following meanings, unless the context indicates otherwise:

(a) Assisting Agency

Any or all other police agencies contacted for mutual aid by the primarily responsible agency.

(b) Crime Response Unit

Specialty team comprised of individual officers of the Signatory Agencies

organized to provide quality investigative assistance for major incidents.

(c) **Major Law Enforcement Operation**

The existence of an actual or suspected emergency situation which requires extraordinary and/or specialty expertise, or a major crime incident which demands specialty expertise, or where additional resources are needed for effective resolution.

(d) **Major Law Enforcement Operation Services**

Services provided by a Signatory Agency or Specialty Team to a Primarily Responsible Agency.

(e) **Primarily Responsible Agency**

The law enforcement agency within whose local geographical jurisdiction a Major Law Enforcement Operation first occurs.

(f) **Signatory Agency or Cities**

Cities and Towns that are a signing party to this Interlocal Agreement.

(g) **Civil Disturbance Team**

Specialty team comprised of individual officers of the Signatory Agencies organized to respond to incidents involving riots or civil unrest within the Signatory Agencies jurisdiction.

(h) **Metro Cities Major Collision Response Team**

Specialty team comprised of individual officers of the Signatory Agencies organized to respond to and investigate serious injury, fatality, or officer involved collisions occurring within or involving a Signatory Agency.

(i) **Participating Cities**

A Signatory Agency that has employee(s) assigned to or working on behalf of either the Crime Response Unit, Civil Disturbance Team and or the Major Collision Response Team.

2. **PRIOR AGREEMENTS.** The parties to this agreement were also parties to a previously executed Interlocal Cooperation Agreement For Multi-Jurisdictional Task Forces In Pierce County commencing in 2005 and amended in 2017. It is intended that this agreement will supersede and replace said prior agreement in its

entirety.

3. **MULTI-JURISDICTIONAL SPECIALTY TEAMS.**

To provide improved law enforcement services and further the cooperation contemplated by this agreement, Multi-Jurisdictional Specialty Teams shall be created and maintained in accordance with this agreement. Current specialty teams consist of: Crime Response Unit; Civil Disturbance Team; and Major Collision Response Team. Other multi-jurisdictional teams may be created to meet the future needs of the Signatory Agencies by majority vote of the oversight board.

4. **OVERSIGHT AND GOVERNANCE OF SPECIALTY TEAMS.**

The management and affairs of the multi-jurisdictional special teams operating under this agreement shall be governed by an oversight board composed of the police chief, or his/her designee, from each of the participating cities. Each member of the oversight board shall have an equal vote and voice regarding board decisions. All decisions shall be made by majority vote of board members or their designees appearing at the meeting in which the decision is made.

The oversight board may, at its discretion, adopt policies, regulations, and operational procedures applicable to the specialty teams operations and structure consistent with best practices. In addition, the oversight board may adopt standards for individual officer's qualifications and training requirements for selection and participation on any specialty team.

5. **TRAINING, EQUIPMENT, & COSTS**

The intent of this agreement is for each agency to share resources to promote the most effective and efficient delivery of law enforcement services for Signatory Agencies. The oversight board may adopt a budget for a specialty team as necessary at the board's discretion. All liability for salaries, wages, or other compensation and/or benefits for officers or employees performing under this agreement shall be that of the employing participating city.

Costs associated with specialized training of members participating on specialty teams may be allocated among participating cities in the ratio of the number of individual officers participating from each agency unless it is determined by the oversight board to be more equitably allocated on a different basis.

Equipment purchased by a signatory agency and loaned for the specific benefit and use by a specialty team shall retain ownership and has the right to determine duration and use.

Specific funding agreements may be structured between participating cities and/or signatory agencies for the purchase of specialty equipment at direction of the

oversight board. In addition, participating cities or signatory agencies may pursue grants for the procurement of equipment that the oversight board deems helpful or necessary to support specialty teams or in furtherance of this agreement.

6. **REQUESTS FOR ASSISTANCE.** In the event of a Major Law Enforcement Operation, the first law enforcement resources to be used shall be those of the primarily responsible agency. In the event that such resources are inadequate for the primarily responsible agency to safely control the situation, or there is a need for a specialized team, a request for mutual aid under this agreement will be made by the Chief or designee of the primarily responsible agency directly to any Signatory Agency or designated specialty team leader. Such requests for assistance shall, if possible, specify the number of police officers and types of equipment required, and shall further specify where and to whom such officers are to report and where and to whom the equipment should be delivered.
7. **OPERATIONAL COMMAND.** In the event of mobilization under this agreement, the Primarily Responsible Agency shall take charge of the operation, unless the Primarily Responsible Agency specifically requests that a different law enforcement agency or unit fulfill this responsibility, or unless the scope of the problem is multi-jurisdictional, in which case the provisions of the Statewide Mutual Aid plan become operative. Taking charge of an operation shall include directing the assignment of all personnel and equipment. The assignment of duties to officers of assisting agencies shall be made by the supervising officer of the Primarily Responsible Agency unless that responsibility is delegated to a different law enforcement agency or specialty team leader/commander.
8. **AUTHORIZED STAFF.** The parties to this agreement shall provide the names and phone numbers of staff who have the authority to commit staffing, resources, and/or equipment to any Major Law Enforcement Operation.
9. **PRESS RELEASES.** Signatory agencies to this agreement will coordinate any press releases relating to mutual aid activities only through the Primary Responsible Agency in an effort to fully and fairly acknowledge the contributions of participating agencies and with due regard for the integrity of the operations and the safety of officers.
10. **ARREST POLICIES.** Arrest policies will be determined by mutual agreement of the Primarily Responsible Agency and assisting agencies or specialty teams providing Major Law Enforcement Operation Services consistent with State and Federal Guidelines.
11. **PRISONER TRANSPORTATION.** Transportation of prisoners will be coordinated by the supervising officer in charge of the incident.
12. **SUPPLY REPLACEMENT.** The Primarily Responsible Agency will be responsible for supplying and/or replacing supplies needed and/or used by officers from an Assisting Agency if requested. Each agency shall be responsible for any repairs

and/or damages done to their own vehicles or equipment as a result of participation in a Major Law Enforcement Operation.

13. **EQUAL SHARING OF LIABILITY.** The Signatory Agency agree that liability for the negligent or tortious actions of the Multi-Jurisdictional Specialty Teams or any police officer or employee working for or on behalf of the Multi-Jurisdictional Specialty Teams be on an equal share basis between the Signatory Agency. This general agreement on liability sharing is subject to the following terms and conditions set for the below.

14. **HOLD HARMLESS.** Each Signatory Agency agrees to hold harmless and indemnify the other participating Cities from any loss, claim or liability arising from or out of the negligent or tortious actions or inactions of its employees or each other as related to any Signatory Agency activity. Such liability shall be apportioned among the cities equally on an equal shares basis subject to any limitation set forth below.

15. **DEFENSE OF LAWSUITS.** Each Signatory Agency shall be responsible for selecting and retaining legal counsel for itself and for any employee of said city who is named in a lawsuit alleging liability arising out of Multi-Jurisdictional Specialty Teams operations. Each city who retains counsel for itself and/or its employees shall be responsible for paying the attorney's fees incurred by that counsel. The cities shall not share costs of defense among each other unless they specifically agree to have one attorney representing all of them in any particular legal action.

16. **NOTICE OF CLAIMS AND LAWSUITS AND SETTLEMENTS.** In the event that a lawsuit is brought against a Signatory Agency city or employee for actions arising out of their conduct in support of the Multi-Jurisdictional Specialty Teams operations, it shall be the duty of each said city to notify the other cities that said claims or lawsuit has been initiated. No settlement of any such claim or lawsuit by any single city shall be require equal shares contribution by any city unless it was done with the knowledge and specific consent of the other participating cities. Any settlement made by any individual city or member which does not have the consent of the other participating cities to this agreement will not require any sharing of payment of said settlement on behalf of the non-consenting cities.

17. **SETTLEMENT PROCEDURE.** Any city or Signatory Agency member who believes that it would be liable for a settlement or judgment which should be equally shared by the other participating cities to this agreement shall have the burden of notifying each other participating city of all settlement demands made to that city and any claims and/or lawsuits naming that city and/or its employees for what may be a joint liability. Furthermore, if the other Signatory Agency city is not named as a party to the actions, it shall be the burden of the city named in the lawsuit to keep the other participating cities fully apprised of all developments in the case and all settlements demands, mediations or any other efforts made towards settlement. Settlements require the specific consent of all Cities to this agreement before any equal share obligations for payment by all participating members becomes effective.

No city shall enter into a settlement with a claimant or plaintiff unless said settlement ends the liability of all participants to this agreement and on behalf of their respective employees and officers. It is the intent of this agreement that the cities act in good faith on behalf of each other in conducting settlement negotiations on liability claims or lawsuits so that, whenever possible, all parties to this agreement agree with the settlement costs or, in the alternative, that all parties to this agreement reject settlement demands and agree to go to trial and share equally in any judgment incurred as a result of the decision to go to trial. However, in the event that a settlement demand is presented to all the participating members to this agreement and there is not unanimous consent to pay the settlement, then and only then the following results shall occur:

The cities shall be free to seek a separate settlement with the claimant and/or plaintiff which would eliminate the liability of that city and/or its employees and, if such separate settlement is reached, that city would have no responsibility to pay any proportionate amount of any judgment rendered against the cities and/or their employees that did not settle. A city making a separate settlement would not have to pay any proportion amount of any subsequent settlement that others might reach. Any city making a separate settlement would have no right to seek any reimbursement or contribution for any portion of a settlement which said city had reached separately with the claimant and/or plaintiff.

18. **COOPERATION IN DEFENSE OF LAWSUITS.** The Signatory Agency city's and their respective defense counsel shall, to the extent reasonably legally possible and consistent with the best interests of their respective clients, cooperate in the defense of any lawsuit arising out of the operations of the Multi-Jurisdictional Specialty Teams and shall agree, wherever possible, to share non-attorney fee-related costs such as records gathering, preparation of trial exhibits, and the retention and payment of expert witnesses.

19. **PAYMENT OF JUDGMENTS.** Unless there is an exception as provided in paragraph 13, it is the intention of the Signatory Agencies to jointly pay any judgment on a pro-rata equal basis for any judgment against any employee or city for negligence or tortious action arising out of their conduct in the course of their employment or duties as Multi-Jurisdictional Specialty Teams members or in support of such Multi-Jurisdictional Specialty Teams operations; regardless of what percentage of liability may be attributed to that member city or its employees by way of verdict or judgment, including the costs of any awarded plaintiff's attorney's fees and costs. It is the intent of the parties to add up the total combined judgment against any Signatory Agency or officer for compensatory damages and/or plaintiff's attorney's fees and costs and to divide said total combined judgment into 12 shares and each city would then pay 1/12 of the total combined judgment to satisfy the judgment. Any city which refused to pay its proportionate 1/12 share would then be liable to the cities who paid that member's share in order to satisfy a judgment plus any attorney's fees incurred in the collection of said monies from the non-paying member.

NOTHING HEREIN SHALL REQUIRE, OR BE INTERPRETED TO:

Waive any defense arising out of RCW Title 51.

Limit or restrict the ability of any City or employee to exercise any right, defense or remedy which a party to a lawsuit may have with respect to claims of third parties, including, but not limited to, any good faith attempts to seek dismissal of legal claims against a party by any proper means allowed under the civil rules in either state or federal court.

Cover or apportion or require proportionate payment of any judgment against any individual or city for intentionally wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages, fines or sanctions against any individual or city municipal corporation. Payment of punitive damage awards shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her municipal employer, should that employer elect to make said payment voluntarily. This agreement does not require equal sharing of any punitive damage awards, fines or sanctions.

20. **PRE-EXISTING CLAIMS OR LAWSUITS.** For purposes of claims or lawsuits which predate this agreement or the occurrence which gave rise to said claim or lawsuit predates this agreement, it is the intention of the parties that those claims, and lawsuits be handled, processed and paid as though the terms of this agreement were in full force and effect at the time of the occurrence which gave rise to the claim or lawsuit.

21. **INSURANCE COVERAGE.** Each party shall, to the best of their ability, coordinate their liability insurance coverages and/or self-insured coverages to the extent possible to fully implement and follow the agreement set forth herein. To that purpose, for the duration of this agreement each party shall maintain occurrence based general and police professional liability insurance or self-insurance coverage with a limit of not less than ten million dollars (\$10,000,000.) per occurrence, However, the consent of any liability insurance carrier or self-insured pool or organization is not required to make this agreement effective as between the member cities signing this agreement and the failure of any insurance carrier or self-insured pool or organization to agree or follow the terms of this provision on liability shall not relieve any individual city from its obligations under this agreement.

22. **INJURY BENEFITS.** Whenever any commissioned officer of a Signatory Agency is injured while acting pursuant to this agreement, even though such injury may have occurred while the officer was under the direction of a Signatory Agency which was not the employer of the injured officer at the time of such injury, such officer and/or his/her dependents shall receive from that officer's employer, the same benefits which such officer would have received had said officer been acting under the immediate direction of said officer's employer and within said employer's jurisdiction.

23. **AUTOMATIC COMMISSION.** Full time commissioned officers who are responding to any request for assistance under this agreement shall be automatically commissioned by virtue of this agreement, pursuant to RCW 10.93.070 (1), through the commissioning authority of the Primarily Responsible Agency, and therefore shall be empowered to exercise the same police authority during the entirety of their response to

the Major Law Enforcement Operation as though they were full-time commissioned officers of the Primarily Responsible Agency. This provision shall apply whether the request for assistance is based upon a formal request between department heads, a request through commanders or supervisors, or when the officers of one jurisdiction cross jurisdictional boundaries to aid or assist the officers of another Signatory Agency.

24. **TERM OF AGREEMENT/WITHDRAWAL FROM AGREEMENT.** The term of this agreement shall be of indefinite duration. Any Signatory Agency may withdraw from this agreement when a period of thirty (30) days has elapsed after notification is made by letter to the other Signatory Agencies' normal business address. Withdrawal or non-execution of this agreement by any one agency shall not affect the continued efficacy of the agreement with regard to other Signatory Agencies. The oversight board can at their discretion by majority vote accept further participants to this agreement after the execution of this agreement.

25. **CONTRACT ADMINISTRATION.** The parties do not by this agreement intend to create any separate legal or administrative entity. The Signatory Agencies will cooperatively work together to further the intent and purpose of this agreement. The chiefs of police from the Signatory Agencies shall be responsible for administering the terms of this agreement.

26. **MODIFICATION AND SEVERABILITY.** The parties may amend, modify, or supplement this Agreement only by written agreement of all the parties. If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudged.

27. **EXTENT OF AGREEMENT.** This agreement contains the complete understanding of the parties regarding the subject matter of this agreement.

28. **AUTHORIZATION.** By resolution or ordinance or otherwise pursuant to law, the governing bodies of the Signatory Agencies listed below have authorized their respective designated officials to execute this agreement on their behalf. This agreement may be executed by counterparts and if so, shall be deemed valid as if each designated official had signed the original.

CITY OF BONNEY LAKE

CITY OF BUCKLEY

By: _____
Mayor date

Administrator date

Chief of Police date

CITY OF DUPONT

By: _____
Mayor date

Administrator date

Chief of Police date

CITY OF FIRCREST

By: _____
Mayor date

Administrator date

Chief of Police date

CITY OF LAKEWOOD

By: _____
Mayor date

Administrator date

Chief of Police date

CITY OF PUYALLUP

By: _____
Mayor date

Administrator date

Chief of Police date

CITY OF FIFE

By: _____
Mayor date

City Manager date

Chief of Police date

CITY OF GIG HARBOR

By: _____
Mayor date

Administrator date

Chief of Police date

CITY OF ORTING

By: _____
Mayor date

Administrator date

Chief of Police date

CITY OF MILTON

By: _____
Mayor date

City Manager date

Chief of Police date

By: _____
Mayor date

City Administrator date

Chief of Police date

TOWN OF STEILACOOM

By: _____
Mayor date

Administrator date

Chief of Police date

CITY OF SUMNER

By: _____
Mayor date

Administrator date

Chief of Police date