



BUCKLEY CITY COUNCIL AGENDA

Tuesday, October 22, 2024, at 6:00 P.M.

Multi-Purpose Center, 811 Main Street

Next Ordinance #12-24, Next Resolution #24-08, Next Agenda Bill #24-054

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
 - a. Swearing in Officers Jared Howells, Cory Tunnell, and Colby Sokol
 - b. Appointment of Natasha Hackett to Citizen Advisory Commission

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. Citizens Advisory Commission | Anderson |
| 3. Council Member Comments & Good of the Order | |

D. REGULAR AGENDA

1. PUBLIC HEARINGS

- a. 2025 Property Tax Levy and 2025 EMS Tax Levy

2. RESOLUTIONS

- a. RES No. 24-____ Amending City Policy Opt Out
- b. RES No. 24-____ Authorizing an Amendment to an Interlocal Agreement for Emergency Management Services Provided by the City of Puyallup

3. NEW BUSINESS

- a. Interlocal Cooperation Agreement for Multijurisdictional SWAT Team
- b. Special Services Agreement with the Pierce County Sheriff's Department

E. STAFF REPORTS

1. 3rd Quarter Fire Department Update
2. City Administrator Update

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



Buckley Police Department
Chief Kurt Alfano

OFFICERS OATH OF OFFICE

I, Jared Howells, do solemnly swear, that I am a citizen of the United States, and of the State of Washington; that I will support the Constitution and laws of the United States, the Constitution and laws of the State of Washington, and the laws and ordinances of the City of Buckley, Washington, and that I will abide by the Mission, Vision and Values of the Buckley Police Department.

I will, to the best of my judgment, skill, and ability, truly, faithfully, diligently, and impartially perform the duties of the position of Police Officer in and for the City of Buckley, Pierce County, Washington, as such duties are prescribed by law, so help me God.

Officer Jared Howells

Date

Chief Kurt Alfano

Date

Mayor Beau Burkett

Date



Buckley Police Department

Chief Kurt Alfano

OFFICERS OATH OF OFFICE

I, Cory Tunnell, do solemnly swear, that I am a citizen of the United States, and of the State of Washington; that I will support the Constitution and laws of the United States, the Constitution and laws of the State of Washington, and the laws and ordinances of the City of Buckley, Washington, and that I will abide by the Mission, Vision and Values of the Buckley Police Department.

I will, to the best of my judgment, skill, and ability, truly, faithfully, diligently, and impartially perform the duties of the position of Police Officer in and for the City of Buckley, Pierce County, Washington, as such duties are prescribed by law, so help me God.

Officer Cory Tunnell

Date

Chief Kurt Alfano

Date

Mayor Beau Burkett

Date



Buckley Police Department

Chief Kurt Alfano

OFFICERS OATH OF OFFICE

I, Colby Sokol, do solemnly swear, that I am a citizen of the United States, and of the State of Washington; that I will support the Constitution and laws of the United States, the Constitution and laws of the State of Washington, and the laws and ordinances of the City of Buckley, Washington, and that I will abide by the Mission, Vision and Values of the Buckley Police Department.

I will, to the best of my judgment, skill, and ability, truly, faithfully, diligently, and impartially perform the duties of the position of Police Officer in and for the City of Buckley, Pierce County, Washington, as such duties are prescribed by law, so help me God.

Officer Colby Sokol

Date

Chief Kurt Alfano

Date

Mayor Beau Burkett

Date

B. PUBLIC COMMENTS

C. COMMITTEE REPORTS

D. REGULAR AGENDA



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

| ITEM INFORMATION | | | |
|---|--|-------------|----------|
| SUBJECT: Public Hearing for 2025-2026 Proposed Revenue Sources, including 2025 Property Tax and EMS Levies | Agenda Date: October 22, 2024 AB24-054 | | |
| | Department/Committee/Individual | Created | Reviewed |
| | Mayor | | |
| | City Administrator | | X |
| | City Attorney | | X |
| | City Engineer | | |
| | City Clerk | | X |
| | Finance Dept | X | |
| | Building Official | | |
| | Fire Dept | | |
| Fiscal Impact: N/A | | | |
| Fund Source: N/A | | | |
| Timeline: 2025-2026 Budget | | | |
| Staff Contact: Sandi Hines, Finance Director | | | |
| Attachments: Memo and Public Hearing Notice | | | |
| SUMMARY STATEMENT: Pursuant to RCW 84.55.120, the City Council is required to conduct a Public Hearing on revenue sources for the coming biennial budget, including consideration of possible increases in property tax levies for fiscal year 2025. | | | |
| COMMITTEE REVIEW AND RECOMMENDATION: None | | | |
| RECOMMENDED ACTION: None | | | |
| RECORD OF COUNCIL ACTION | | | |
| <i>Meeting Date</i> | <i>Action</i> | <i>Vote</i> | |
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Memo

To: Mayor and City Council

From: Sandi Hines, Finance Director

Date: October 22, 2024

Re: 2025-26 Budget – Revenue Public Hearing, Including Regular and EMS Property Tax Levies

Washington State law requires a public hearing on revenue sources that must include consideration of possible increases in property tax revenues (RCW 84.55.120). The public hearing scheduled for October 22, 2024, is on 2025-2026 General Fund revenue projections, including the 2025 regular property tax levy and 2025 EMS tax levy for the EMS Fund.

Preliminary 2025 General Fund revenues are projected to be 7.3 percent greater than the 2024 Revised Budget. The 2026 General Fund revenues are projected at 2.7 percent greater than 2025 revenues. The 2025 increase is owing to the Licenses and Permits category (\$454,913 increase for 2025 over 2024, or 120.1 percent increase). This increase is due to the large number of building permits forecasted to be pulled in 2025 and continuing into 2026. Additionally, Transfers are estimated to increase by \$216,195, or 22.5 percent, in 2025 over 2024. This increase is directly related to increases in the City's insurance cost and the indirect cost allocation charges that are recouped from the other operating departments/funds. These transfers offset the increased insurance cost and increases in the indirect services provided by the General Fund to other operating departments/funds. Property Tax revenue is projected to increase \$34,399, or 2.6 percent, in 2025 with 1 percent for the allowed Councilmanic increase and the remaining 1.6 percent from new construction valuation. Combined Utility Taxes are projected to increase \$26,200, or 2.1 percent, in 2025 due to growth and an increase in water service rates. The Senior Center is projected to increase \$20,275, or 22.6 percent in 2025 over 2024. This is due to an increased amount of grants secured to fund staffing and operating costs of the Senior Center. Other revenue categories are projected to see a decline in revenue for 2025 based on the following assumptions:

- Sales and Use Tax – \$68,200, or 4.2 percent, decrease from the 2024 Budget due to a flattening in spending and over-projections from previous year's high construction based sales tax years.
- Intergovernmental – \$26,645, or 8.8 percent, decrease from the 2024 Budget due to less grants being received in 2025.
- Charges for Goods & Services – \$39,394, or 5.5 percent, decrease from the 2024 Budget due to reduced Planning revenue and a decrease in Reimbursable Planning revenue as 2024 was a catch-up year for delayed development billings.
- Miscellaneous – \$60,310, or 19.6 percent, decrease from the 2024 Budget due to projected decreases in interest rates (interest income) and conservative projections for donations.
- Youth Center – \$29,900, or 34.8 percent, decrease from the 2024 Budget due to grants received from private agencies in 2024 not being received in 2025.

The table on the following page provides 2024 year-end estimates and 2025-2026 Preliminary Budget amounts for all General Fund revenues:

| General Fund Revenue | | | | | | |
|--------------------------|------------------|------------------|------------------|------------------|----------------|----------------|
| Category | 2024 | 2024 | 2025 | 2026 | \$\$ Change | |
| | Rev. Budget | YE Estimate | Budget | Budget | '24 to '25 | '25 to '26 |
| Property Tax | 1,325,896 | 1,325,896 | 1,360,295 | 1,401,104 | 34,399 | 40,809 |
| Sales & Use Tax | 1,642,000 | 1,462,000 | 1,573,800 | 1,610,600 | (68,200) | 36,800 |
| Combined Utility Tax | 1,268,500 | 1,249,300 | 1,294,700 | 1,336,700 | 26,200 | 42,000 |
| Gambling & Other Taxes | 14,000 | 19,500 | 20,200 | 20,900 | 6,200 | 700 |
| Licenses & Permits | 378,800 | 406,275 | 833,713 | 870,241 | 454,913 | 36,528 |
| Intergovernmental | 304,103 | 336,939 | 277,458 | 243,440 | (26,645) | (34,018) |
| Charges for Goods & Svcs | 723,159 | 665,735 | 683,765 | 725,746 | (39,394) | 41,981 |
| Fines & Penalties | 103,600 | 102,735 | 109,100 | 109,100 | 5,500 | - |
| Miscellaneous | 307,860 | 268,020 | 247,550 | 224,550 | (60,310) | (23,000) |
| Nonrevenues (pass thru) | 8,064 | 32,212 | - | - | (8,064) | - |
| Transfers | 961,019 | 961,019 | 1,177,214 | 1,248,172 | 216,195 | 70,958 |
| Community/Sr. Center | 89,725 | 96,225 | 110,000 | 109,000 | 20,275 | (1,000) |
| Buckley Hall | 37,000 | 32,000 | 32,000 | 32,000 | (5,000) | - |
| Youth Center | 85,900 | 95,970 | 56,000 | 51,500 | (29,900) | (4,500) |
| Total Revenue | 7,249,626 | 7,053,826 | 7,775,796 | 7,983,053 | 526,170 | 207,258 |

Property Tax

The Preliminary 2025 Preliminary Budget includes the allowed optional 1 percent increase in the regular property tax levy. The 2025 regular levy amount is calculated based on preliminary assessed values and new construction valuation figures provided by the Pierce County Assessor. Additionally, the Assessor's Office provides a levy limit worksheet that details and calculates the highest lawful levy the City can request for the upcoming year. The 1 percent increase is applied to the previous year's highest lawful limit and not to the actual amount levied. For 2025 this means that the 1 percent increase is applied to 2024's highest lawful amount of \$1,321,491 and not the budgeted levy amount of \$1,325,896. The difference in 2024's highest lawful limit and the actual levy amount is one-time refunds that the City received in 2024 and are excluded to calculate the 2025 highest lawful limit. The following tables provide the calculations of the City's regular property tax levy for 2025.

Regular Property Tax Levy for General Fund

| | | |
|----------|--|---------------------|
| A | Levy basis for calculation: (2023 Limit Factor) | 1,321,491.48 |
| | x Limit Factor | 1.01 |
| | = Levy (Highest regular tax) | 1,334,706.39 |
| B | New construction Levy | 22,405.09 |
| C | Total assessed state property levy | 0.00 |
| D | REGULAR PROPERTY TAX LIMIT (A + B + C) | 1,357,111.49 |
| E | Regular Levy Limit (D) | 1,357,111.49 |
| | + Refunds per RCW 84.68 or 84.69 | 3,183.70 |
| | = Total Levy Limit including Refunds (D + E) | 1,360,295.19 |
| F | TOTAL ALLOWABLE LEVY AS CONTROLLED BY THE LEVY LIMIT (D or E) | 1,360,295.19 |
| G | Amount of levy under statutory rate limitations | |
| | Regular Assessed Value | 1,180,713,523 |
| | x Legal Limit Factor | 3.100000000000 |
| | = Total Levy under statutory rate limitation | 3,660,211.92 |
| H | LESSER OF F or G | 1,360,295.19 |

The 2026 property tax projection is based on a 3 percent increase over the 2025 levy amount – 1 percent for the allowed optional increase and 2 percent for new construction value. Since the actual levy amounts are based on assessed values and legal limits as determined by the Pierce County Assessor, the City will not receive those figures for the 2026 levy until the fall of 2025. The General Fund 2026 estimated property tax levy will be updated during the required mid-biennial update during October/November 2025.

EMS Tax Levy for EMS Fund

The EMS property tax levy lid lift that was on the August 2024 ballot passed which reset the EMS levy rate to the maximum allowed rate of \$0.50/\$1,000 assessed valuation. This had the effect of increasing EMS levy revenue by about \$247,000 for 2025 (difference between the “Total Allowable Levy as Controlled by the Levy Limit” and the “Total Levy Under Statutory Rate Limitation” in the table below). The EMS levy revenue is budgeted in the EMS Fund (Fund 105) and supports the EMS services provided by the Fire Department. The increased levy revenue starting in 2025 will fund the re-allocation of full-time staff to a more accurate split with the General Fund, from 60/40 General Fund/EMS Fund split to an 80/20 General Fund/EMS Fund split. This reallocation better aligns personnel costs with the type of services provided (e.g. more EMS calls than fire service calls for service). Also, the additional revenue supports the addition of one new full-time firefighter in 2025. The following tables provide the calculations of the City’s EMS property tax levy for 2025.

| | | |
|----------|--|-------------------|
| A | Levy basis for calculation: (2023 Limit Factor) | 333,709.34 |
| | x Limit Factor | 1.01 |
| | = <i>Levy (Highest regular tax)</i> | 337,046.43 |
| B | New construction levy | 5,657.84 |
| C | Total assessed state property levy | 0.00 |
| D | REGULAR PROPERTY TAX LIMIT (A + B + C) | 342,704.27 |
| E | Regular Levy Limit (D) | 342,704.27 |
| | + Refunds per RCW 84.68 or 84.69 | 803.96 |
| | = <i>Total Levy Limit including Refunds (D + E)</i> | 343,508.23 |
| F | TOTAL ALLOWABLE LEVY AS CONTROLLED BY THE LEVY LIMIT (D or E) | 343,508.23 |
| G | Amount of levy under statutory rate limitations | |
| | Regular Assessed Value | 1,180,713,523 |
| | x Legal Limit Factor | 0.500000000000 |
| | = <i>Total Levy under statutory rate limitation</i> | 590,356.76 |
| H | LESSER OF F or G | 590,356.76 |



NOTICE OF PUBLIC HEARING 2025 PROPERTY TAX LEVY 2025 EMS TAX LEVY CITY OF BUCKLEY

NOTICE IS HEREBY GIVEN that the Buckley City Council has scheduled a **Public Hearing** at a City Council Meeting on **Tuesday, October 22, 2024**, at 6:00 PM at the Buckley Multipurpose Building at 811 Main Street, Buckley. The purpose of the Public Hearing is to solicit public input and comment on the proposed increase under the 2025 Regular Property Tax Levy and the 2025 Emergency Medical Services (EMS) Property Tax Levy.

Each person wishing to speak at this Public Hearing will take the podium, clearly state his or her name and full address for the record and will be allowed three (3) minutes in which to voice their comments and/or concerns on the matter at hand. Speakers are asked to avoid repetitious or irrelevant comments, and personal attacks will not be tolerated. **Questions will not be taken at this time.** If you have questions, please contact the City as indicated below, in advance of the Public Hearing.

Buckley does not discriminate based on disabilities. If you need special accommodation, please contact City Hall within three business days prior to the public hearing at (360) 761-7801.

Comments for or against may be presented orally at the Public Hearing or submitted in writing to Treva Zumeck, City Clerk, PO Box 1960, Buckley, WA 98321, or by email at tzumeck@cityofbuckley.com prior to 5:00 PM on Monday, October 21, 2024. For questions or to view a copy of the levy certification, please stop by City Hall at 811 Main Street, or call (360) 761-7801.

DATED this 2nd day of October 2024

Posted: October 2, 2024
Published: October 9, 2024



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

| ITEM INFORMATION | | |
|--|--------------------------------------|-----------------|
| SUBJECT: RES No. 24-____ Amending Section 6.21 "Health Insurance Opt-Out Program" of the City of Buckley Personnel Policy & Administrative Procedures Manual | Agenda Date: October 22, 2024 | AB24-055 |
| Cost Impact: | Department/Committee/Individual | Created |
| Fund Source: | Mayor | X |
| Timeline: | City Administrator | X |
| | City Attorney | |
| | City Engineer | |
| | City Clerk | X |
| | Finance Dept | X |
| | Building Official | |
| | Fire Dept | |
| | Parks & Recreation | |
| | Building & Planning | |
| | Police Dept | |
| | Municipal Court | |
| | PW/Utilities | |
| Staff Contact: Courtney Brunell | | |
| Attachments: Current Language with Revisions and Resolution | | |
| SUMMARY STATEMENT: The attached Resolution is to amend the "Health Insurance Opt-Out Program." The current program pays employees 50% of the health insurance premiums to the employee should they choose to opt out themselves or their dependents from City covered insurance. At the time the program was developed, health insurance premiums were at a much lower cost. The current policy also states that the City will review the program on an annual basis during the budget process and may cancel the program effective on the first day of the "succeeding" plan year. The City recognizes that this is a valuable tool for the City and its employees; however the cost of the current program has become financially unsustainable. The City wishes to keep an "Opt Out" policy in place but with set amounts for employees who choose to use this benefit rather than a percentage. | | |
| COMMITTEE REVIEW AND RECOMMENDATION: N/A | | |
| RECOMMENDED ACTION: MOVE to Approve Resolution No. 24-08 Amending Section 6.21 "Health Insurance Opt-Out Program" of the City of Buckley Personnel Policy and Administrative Procedures Manual. | | |
| RECORD OF COUNCIL ACTION | | |
| Meeting Date | Action | Vote |
| | | |
| | | |
| | | |
| | | |

6.21 Health Insurance Opt-Out Program

6.21.01 Eligible employees who can demonstrate and attest to having other employer-sponsored group health insurance for their eligible dependent(s) may elect to opt out of the City's sponsored Medical/Prescription, Vision and Dental coverage with the Association of Washington Cities Employee Benefit Trust or LEOFF Health and Welfare Trust. Employees who elect to opt out of dependent(s) coverage will receive a cash payment ~~equal to fifty percent (50%) of the premium amount for eligible coverage in return for this waiver which will be paid monthly for each full month the waiver remains in effect.~~ as follows :

- Employee only (single person, has no spouse or dependents) - \$700
- Employee plus spouse and/or dependents - \$700
- All dependents including spouse - \$700
- Just Spouse and/or Dependents - \$400

Any cash payments made to the employee under the Opt-Out Program will be subject to normal withholdings and reported as taxable income and the employee will be required to pay any taxes due on them.

The City will review this program on an annual basis during the budget process and may cancel the program effective on the first day of the "succeeding" plan year, but will not cancel it at any time during the current year it is offered.

The opt out will be offered for medical, dental, and vision; an employee may not choose to opt out themselves or their dependents from some coverages and not others. If an employee and/or dependent opts out, they will opt out for medical, dental, and vision. Any employee opting out themselves or their dependents will need to provide proof that they are covered under another insurance plan annually.

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Per AWC, a maximum of 25% of employees may opt themselves out of medical coverage across the organization. Applications for opt out will be accepted beginning the first day of open enrollment at 7am.

Employees who elect to opt-out will continue to receive their full HRA benefit.

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Employees who elect to opt-out of dependent coverage may do so during the Open Enrollment period. In return, the employee is eligible for up to twelve (12) months of monetary waiver payments, which will be made in twelve (12) pay periods. Employees who elect to opt-out of dependent coverage will not be permitted to re-enroll until the next annual open enrollment period commencing in December of each year and effective in January of the following year unless re-enrollment provisions apply.

Employees will not be allowed to waive/reduce existing coverage and receive cash payment for their eligible dependent(s) unless they can offer proof of coverage under an alternate health insurance plan.

Employees desiring to participate in the Opt-Out Program must complete a waiver form and submit it to the Finance Director during the Open Enrollment but no ~~later than, Thursday, December 11, 2014~~ December 59th each year. Following the submission of the waiver form and the information for the verification of alternate insurance coverage found at the end of the waiver form, the current City health insurance coverage will terminate on December 31 of the year that the form was submitted. Further, an employee may apply to participate in the Opt-Out Program during the benefit plan year if, within thirty (30) days of a qualifying life-changing event (i.e., marriage, new dependents), they notify the Finance Director and complete the necessary forms.

Participants in the program will no longer have a monthly deduction of the employee dependent premium co-payments for which the employee has opted-out and will receive the waiver payment instead. The waiver payment will be made over twelve (12) pay periods during the following plan year. All payments are considered income and are subject to normal withholdings. Offering this program does not obligate the City to continue the program from year-to-year if it is not economically feasible or if in conflict with Federal or State law.

6.21.02 New full time employees starting with the City after the beginning of a plan year may be eligible to participate in the opt-out program by declining health insurance coverage for their eligible dependent(s) during the initial enrollment period. The waiver payment received will be prorated for the balance of the benefit plan year based on the number of waiver payment pay periods remaining in the plan year. Also, new employees must also offer proof of coverage for their eligible dependent(s) under another health insurance plan.

6.21.03 Duration. A waiver of health insurance is in effect for twelve months (January 1 – December 31). If economically viable and not in conflict with Federal or State law, the City may authorize the program for the next benefit year. Employees who prefer to continue in the Opt-Out Program for the next benefit year must complete a new waiver form (with proof of alternative insurance coverage) during the designated open enrollment period. Employees desiring not to continue in the Opt-Out Program MUST complete all required enrollment forms for City health insurance coverage for their eligible dependent(s) at the next open enrollment period and coverage will be effective at the start of the next following plan year.

6.21.04 Separation. If an employee participating in the Opt-Out Program separates employment with the City during a plan year, waiver payments will only continue through the last payroll period he or she is employed. NOTE: An employee participating in the program who separates and/or retires during the plan year does NOT have health insurance rights to participate in a City health insurance plan after separation and/or retirement, except as allowed under the City's COBRA policy, Section 6.19.04 of the City's Personnel Manual, on a self-pay basis.

6.21.05 Re-enrollment to a City health insurance plan can only occur during the annual open enrollment period or within thirty (30) days of a life-changing event (e.g., spouse losing insurance coverage). Under a qualifying re-enrollment during the plan year, the waiver payment will cease in the payroll period that City health insurance coverage becomes effective. [Employees, opting out and re-enrolling in a City health insurance plan, must continue City coverage for three \(3\) plan years to again be eligible for the Opt-Out Program.](#)

CITY OF BUCKLEY, WASHINGTON

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUCKLEY, PIERCE COUNTY, WASHINGTON AMENDING SECTION 6.21 OF THE "CITY OF BUCKLEY PERSONNEL POLICY AND ADMINISTRATIVE PROCEDURES MANUAL" TO AMEND HEALTH INSURANCE OPT-OUT PROGRAM.

WHEREAS, the City Council adopted the most current version of the "City of Buckley Personnel Policy and Administrative Procedures Manual" on October 22, 2024; and

WHEREAS, Section 6.21 outlines the City's Health Insurance Opt-Out Program; and

WHEREAS, it states that the City will review this program each year during the budget process; and

WHEREAS, the City desires to amend this program.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Buckley hereby amends the City of Buckley "Personnel Policy and Administrative Procedures Manual" as follows:

6.21 Health Insurance Opt-Out Program

6.21.01 Eligible employees who can demonstrate and attest to having other employer-sponsored group health insurance for their eligible dependent(s) may elect to opt out of the City's sponsored Medical/Prescription, Vision and Dental coverage with the Association of Washington Cities Employee Benefit Trust or LEOFF Health and Welfare Trust. Employees who elect to opt out of dependent(s) coverage will receive a cash payment as follows:

- Employee only (single person, has no spouse or dependents) - \$700
- Employee plus spouse and/or dependents - \$700
- Just Spouse and/or Dependents - \$400

Any cash payments made to the employee under the Opt-Out Program will be subject to normal withholdings and reported as taxable income and the employee will be required to pay any taxes due on them.

The City will review this program on an annual basis during the budget process and may cancel the program effective on the first day of the "succeeding" plan year, but will not cancel it at any time during the current year it is offered.

The opt out will be offered for medical, dental, and vision; an employee may not choose to opt out themselves or their dependents from some coverages and not others. If an employee and/or dependent opts out, they will opt out for medical, dental, and vision. Any employee opting out themselves or their dependents will need to provide proof that they are covered under another insurance plan annually.

Per AWC, a maximum of 25% of employees may opt themselves out of medical coverage across the organization. Applications for opt out will be accepted beginning the first day of open enrollment at 7am.

Employees who elect to opt-out will continue to receive their full HRA benefit.

Employees who elect to opt-out of dependent coverage may do so during the Open Enrollment period or with a qualifying life-changing event. In return, the employee is eligible for up to twelve (12) months of monetary waiver payments, which will be made in twelve (12) pay periods. Employees who elect to opt-out of dependent coverage will not be permitted to re-enroll until the next annual open enrollment period commencing in November of each year and effective in January of the following year unless re-enrollment provisions apply.

Employees will not be allowed to waive/reduce existing coverage and receive cash payment for their eligible dependent(s) unless they can offer proof of coverage under an alternate health insurance plan.

Employees desiring to participate in the Opt-Out Program must complete a waiver form and submit it to the Finance Director during the Open Enrollment period but no later than December 5th each year. Following the submission of the waiver form and the information for the verification of alternate insurance coverage found at the end of the waiver form, the current City health insurance coverage will terminate on December 31 of the year that the form was submitted. Further, an employee may apply to participate in the Opt-Out Program during the benefit plan year if, within thirty (30) days of a qualifying life-changing event (i.e., marriage, new dependents), they notify the Finance Director and complete the necessary forms.

Participants in the program will no longer have a monthly deduction of the employee dependent premium co-payments for which the employee has opted-out and will receive the waiver payment instead. The waiver payment will be made over twelve (12) pay periods during the following plan year. All payments are considered income and are subject to normal withholdings. Offering this program does not obligate the City to continue the program from year-to-year if it is not economically feasible or if in conflict with Federal or State law.

6.21.02 New full time employees starting with the City after the beginning of a plan year may be eligible to participate in the opt-out program by declining health insurance coverage for their eligible dependent(s) during the initial enrollment period. The waiver payment received will be prorated for the balance of the benefit plan year based on the

number of waiver payment pay periods remaining in the plan year. Also, new employees must also offer proof of coverage for their eligible dependent(s) under another health insurance plan.

6.21.03 Duration. A waiver of health insurance is in effect for twelve months (January 1 – December 31). If economically viable and not in conflict with Federal or State law, the City may authorize the program for the next benefit year. Employees who prefer to continue in the Opt-Out Program for the next benefit year must complete a new waiver form (with proof of alternative insurance coverage) during the designated open enrollment period. Employees desiring not to continue in the Opt-Out Program MUST complete all required enrollment forms for City health insurance coverage for their eligible dependent(s) at the next open enrollment period and coverage will be effective at the start of the next following plan year.

6.21.04 Separation. If an employee participating in the Opt-Out Program separates employment with the City during a plan year, waiver payments will only continue through the last payroll period he or she is employed. NOTE: An employee participating in the program who separates and/or retires during the plan year does NOT have health insurance rights to participate in a City health insurance plan after separation and/or retirement, except as allowed under the City's COBRA policy, Section 6.19.04 of the City's Personnel Manual, on a self-pay basis.

6.21.05 Re-enrollment to a City health insurance plan can only occur during the annual open enrollment period or within thirty (30) days of a life-changing event (e.g., spouse losing insurance coverage). Under a qualifying re-enrollment during the plan year, the waiver payment will cease in the payroll period that City health insurance coverage becomes effective.

Introduced, passed and approved this 22nd day of October 2024.

Beau Burkett, Mayor

ATTEST:

Treva Zumeck, City Clerk

APPROVED AS TO FORM:

Phil Olbrechts, City Attorney

POSTED: _____



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

| ITEM INFORMATION | | | |
|---|--------------------------------------|---------|-----------------|
| SUBJECT: RES No. 24-____: Authorizing an Amendment to an Interlocal Agreement for Emergency Management Services provided by the City of Puyallup | Agenda Date: October 22, 2024 | | AB24-056 |
| | Department/Committee/Individual | Created | Reviewed |
| | Mayor | | X |
| | City Administrator | | X |
| | City Attorney | | X |
| | City Engineer | | |
| | City Clerk | | X |
| | Finance Dept | | |
| | Building Official | | |
| | Fire Dept | X | |
| | Community Services | | |
| | Planning Dept | | |
| | Police Dept | | |
| | Municipal Court | | |
| | PW/Utilities | | |
| Staff Contact: Eric Skogen, Fire Chief | | | |
| Attachments: Resolution | | | |
| SUMMARY STATEMENT: The City and Towns of Bonney Lake, Buckley, Carbonado, Orting, Puyallup, Sumner and Wilkeson entered into an Interlocal Agreement for emergency management services in February of 2021. This formed the East Pierce Interlocal Coalition for Emergency Management (EPIC-EM). An amendment has been approved by the EPIC-EM Joint Board, add the Town of South Prairie to EPIC-EM jurisdictions and additional language about minor modifications to the agreement and resource requesting. The cost sharing of the participating jurisdictions will be updated to reflect the addition of South Prairie. | | | |
| COMMITTEE REVIEW AND RECOMMENDATION: Not Reviewed by Committee | | | |
| RECOMMENDED ACTION: Move to Approve Resolution No. 24-09 Authorizing an Amendment to an Interlocal Agreement for Emergency Management Services Provided by the City of Puyallup. | | | |
| RECORD OF COUNCIL ACTION | | | |
| Meeting Date | Action | Vote | |
| | | | |
| | | | |
| | | | |
| | | | |

| Jurisdiction | OFM Population Estimates (as of 2023) | % of Total Population w/o Puyallup | New Position Cost | Share of New Position Cost | Share of approx. \$25K EMPG Funds | Annual Cost of New Position with EMPG Funds Considered |
|--|---------------------------------------|------------------------------------|-------------------|----------------------------|-----------------------------------|--|
| Bonney Lake | 23,250 | 45.9% | \$80,300 | \$36,896.74 | \$11,487.15 | \$25,409.58 |
| Buckley | 5,555 | 10.98% | \$80,300 | \$8,815.54 | \$2,744.57 | \$6,070.98 |
| Carbonado | 745 | 1.47% | \$80,300 | \$1,182.28 | \$368.08 | \$814.20 |
| Orting | 9,110 | 18.00% | \$80,300 | \$14,457.17 | \$4,500.99 | \$9,956.19 |
| Puyallup | 43,420 | N/A | N/A | N/A | N/A | N/A |
| South Prairie | 645 | 1.27% | \$80,300 | \$1,023.59 | 318.68 | \$704.91 |
| Sumner | 10,800 | 21.34% | \$80,300 | \$17,139.13 | \$5,335.97 | \$11,803.16 |
| Wilkeson | 495 | 0.98% | \$80,300 | \$785.54 | \$244.57 | \$540.98 |
| Total Population | 94,020 | 99% | | \$80,300 | \$25,000.00 | \$55,300.00 |
| Total Population without Puyallup | 50,600 | | | | | |

Except as expressly amended herein all other provisions of the Agreement for the provision of emergency management services by the City of Puyallup and the parties shall remain unchanged and in full force and effect.

CITY OF PUYALLUP

Steve Kirkelie
City Manager
City of Puyallup

Approved as to form:

Shawn Arthur, Deputy City Attorney

For: City of Bonney Lake

Attest:

For: City of Buckley

Attest:

For: Carbonado

Attest:

For: City of Orting

Attest:

For: City of Sumner

Attest:

For: Town of South Prairie

Attest:

For: Town of Wilkeson

Attest:

Exhibit A

**INTERLOCAL AGREEMENT BETWEEN THE CITIES OF BONNEY LAKE, BUCKLEY,
ORTING, SUMNER, AND PUYALLUP AND THE TOWNS OF CARBONADO, SOUTH-
PRAIRIE AND WILKESON.**

THIS AGREEMENT is made and entered into by and between the City of Bonney Lake, City of Buckley, Town of Carbonado, City of Orting, ~~Town of South Prairie~~, City of Sumner, Town of Wilkeson and the City of Puyallup. Each of the entities are municipal corporations, and authorized by the Interlocal Cooperation Act of Chapter 39.34 of the Revised Code of Washington to enter into such agreement.

WHEREAS, the enumerated cities and towns have power, authority and responsibility to provide emergency management services within their respective boundaries; and

WHEREAS, the City of Puyallup has a fully functional Emergency Management program and trained personnel capable of conducting a full range of emergency management functions; and

WHEREAS, the enumerated cities and towns wish to cooperate and coordinate activities that will avoid unnecessary duplication of efforts and expenditures for emergency management services.

NOW, THEREFORE, in consideration of the terms and provisions herein, **IT IS AGREED** by and between enumerated cities and towns as follows:

1. Emergency Management Personnel.
 - a. The City of Puyallup shall retain and manage a consultant who will collaborate with the other parties to the agreement (hereinafter "Parties"), pursuant to a schedule that is mutually agreeable between the parties, to provide the emergency management services outlined in this agreement.
 - b. The City of Puyallup may hire or provide additional staff to assist in providing the identified emergency management services, if unanimously agreed to by all Parties.
2. The City of Puyallup shall provide, within the capacity of the consultant to provide the services, emergency management services to the Parties as follows:
 - a. Update and present to the State Emergency Management Division (EMD) the City of Puyallup's and the Parties Comprehensive Emergency Management Plan (CEMP) as a coordinated document combining Emergency Support Functions (ESF) where applicable to all of the Parties, and augmenting ESFs for individual cities based on specific identified hazards.
 - b. Coordinate and assist the Parties with the operational planning for emergency operations centers (EOC), evacuation, mass care and sheltering and such other operational plans as agreed to by a majority of the Joint Board (See 4 below).
 - c. Coordinate and arrange for joint emergency management training for the Parties including but not limited to EOC operations with section specific training such as planning, operations, logistics and finance, as well as, mass care and sheltering, evacuation management and operations; the combined and such other

ILA – Emergency Management

emergency management functions and operations as agreed to by a majority of the joint Board (See 4 below).

- i. The training shall include, at a minimum, a one-half to one full day table top/functional exercise for each jurisdiction and a one full day full scale exercise annually which location shall be rotated annually between the Cities based on individual city capacity to host the desired training. The annual full scale training topic and location shall be a decision of joint Board.
- ii. EOC operational plans training and Incident Command System ICS) section specific training shall also be offered from time-to-time by the City of Puyallup and made available to the Parties for participation.
- d. Research, recommend and apply for emergency management grant opportunities on behalf of the Parties to facilitate the purposes of this agreement. The Parties request and agree to allow Puyallup to apply for Emergency Management Performance Grant (EMPG) funding on their behalf to be put toward the salary(s) of positions provided for in the Interlocal Agreement.
- e. Represent the Parties in meetings with State, County and other emergency management-related organizations to facilitate the purposes of this Agreement.
- f. Perform other emergency management duties as mutually and unanimously agreed by all the Parties.

3. Indemnity. The Parties shall indemnify each other as follows:

- a. Each Party shall defend, indemnify and hold the other Party/Parties harmless, including the officers, employees and agents of any other Party/Parties, from any and all costs, claims, judgments or awards of damages arising out of or in any way resulting from the negligent acts or omissions of its own officers, employees or agents relating to or in the performance of this agreement.
- b. It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of the immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The parties further acknowledge that they have mutually negotiated this waiver.

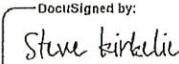
4. No separate legal entity. Pursuant to RCW 39.34.030, this agreement does not establish any separate legal entity to conduct the joint or cooperative undertaking expressed herein. However, this agreement does establish a Joint Board responsible for administering the provisions of the agreement and the application of the same. The Joint Board shall consist of the chief executive/administrative officer or designee for each of the cities and towns. The Joint Board shall meet at least twice per year in June and November. The Joint Board may also conduct business electronically outside of the biannual meetings as needed. Each city or town signatory to the agreement shall have one vote on the Joint Board. In the event of a tie vote on an item before the Joint Board, each individual vote will be weighted based on the population referenced in 8b.

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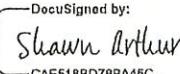
5. Duration and Termination. This agreement shall renew annually. Individual parties who wish to withdraw from the agreement must provide written notice of the intent to withdraw no later than October 30 of the current calendar year. Notice must be provided to each of the Joint Board representatives of the other parties. Upon withdrawal of any party except the City of Puyallup, the other parties may elect to continue this Agreement without the withdrawing party. Withdrawal by the City of Puyallup shall terminate this Agreement.
6. Cooperation. The participating cities and towns shall cooperate to implement and carry out the terms and provisions of this agreement.
7. No discrimination. Each of the cities and towns, for itself, its heirs, personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that it will comply with pertinent statutes, executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or presence of any sensory, mental or physical handicap be discriminated against or receive discriminatory treatment by reason thereof.
8. Payment. The following provisions for payment of the participating cities and towns shall apply:
 - a. The reasonable costs associated with the management and oversight of this Interlocal Agreement, plus all necessary office space and provision of equipment, vehicles, insurance, etc. necessary to support the provisions of the agreement shall be paid by the City of Puyallup.
 - b. The reasonable costs of the consultant, shall be paid by the Parties, excluding the City of Puyallup, proportionately on the basis of population as determined by the April 2020 estimate of population by the WA State Office of Financial Management (OFM), and as adjusted by OFM annually hereafter.
 - c. The Parties agree to reimburse the City of Puyallup for unanticipated and reasonable expenses not identified above that the Joint Board agrees are necessary to execute the provisions of the agreement. Reimbursement shall be on a monthly basis upon receipt of invoice and payable to the City of Puyallup. The Parties shall share the cost on the same basis as provided above in paragraph 8b.
 - d. Should any Party withdraw from this Agreement, the percentage reimbursement shares of the other Parties shall be adjusted on the basis of 8b above so long as the Interlocal Agreement is in effect.
9. Miscellaneous Terms.
 - a. This Agreement shall be deemed to be made and construed in accordance with the laws of the State of Washington; jurisdiction and venue for any action arising out of this Agreement shall be in Pierce County, Washington.

- b. No separate legal entity is created hereby, as each of the parties is contracting in its capacity as a municipal corporation of the State of Washington. The identity of the parties hereto are as set forth hereinabove.
- c. The performances of the parties provided hereby shall be done in accordance with standard operating procedures and customary practices of the parties.
- d. For purposes of the Public Records Act, the public records generated with this agreement shall be the responsibility of the individual cities and towns generating them. No entity has a responsibility to maintain records on behalf of another participating city or town as the result of being a signatory to this Interlocal Agreement.
- e. Unless otherwise specifically provided herein, personal property and any real property to be held in connection herewith, if applicable, shall be held as the separate property of the party or parties in whose name(s) the property is/was acquired.
- f. No provision of this Agreement shall relieve any party of its public agency obligations and/or responsibilities imposed by law.
- g. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a final decision of any court having jurisdiction on the matter, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect, unless such court determines that such invalidity or unenforceability materially interferes with or defeats the purposes hereof, at which time any party shall have the right to terminate the Agreement.
- h. This Agreement constitutes the entire agreement between the parties. There are no terms, obligations, covenant or conditions other than those contained herein. No modifications or amendments of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by both parties.

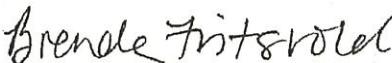
IN WITNESS THEREOF, the parties acting in their official capacities have hereby executed this Agreement by affixing thereto the signatures of the proper officers on the date indicated.

DocuSigned by:

 3E20419FE1D84A5...

Steve Kirkelie
 City Manager
 City of Puyallup

Approved as to form: 
 Shawn Arthur
 Shawn Arthur, Deputy City Attorney

For: City of Bonney Lake

Attest:  Attest:

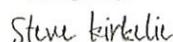
Version: 11052020 | 4

ILA – Emergency Management

- b. No separate legal entity is created hereby, as each of the parties is contracting in its capacity as a municipal corporation of the State of Washington. The identity of the parties hereto are as set forth hereinabove.
- c. The performances of the parties provided hereby shall be done in accordance with standard operating procedures and customary practices of the parties.
- d. For purposes of the Public Records Act, the public records generated with this agreement shall be the responsibility of the individual cities and towns generating them. No entity has a responsibility to maintain records on behalf of another participating city or town as the result of being a signatory to this Interlocal Agreement.
- e. Unless otherwise specifically provided herein, personal property and any real property to be held in connection herewith, if applicable, shall be held as the separate property of the party or parties in whose name(s) the property is/was acquired.
- f. No provision of this Agreement shall relieve any party of its public agency obligations and/or responsibilities imposed by law.
- g. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a final decision of any court having jurisdiction on the matter, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect, unless such court determines that such invalidity or unenforceability materially interferes with or defeats the purposes hereof, at which time any party shall have the right to terminate the Agreement.
- h. This Agreement constitutes the entire agreement between the parties. There are no terms, obligations, covenant or conditions other than those contained herein. No modifications or amendments of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by both parties.

IN WITNESS THEREOF, the parties acting in their official capacities have hereby executed this Agreement by affixing thereto the signatures of the proper officers on the date indicated.

DocuSigned by:



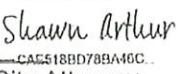
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Steve Kirkelie

City Manager

City of Puyallup

Approved as to form:



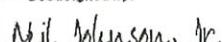
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Shawn Arthur, Deputy City Attorney

Attest:



DocuSigned by:



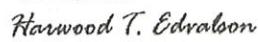
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Neil Johnson

Mayor

For: City of Bonney Lake

DocuSigned by:



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Version: 11052020 | 4

DocuSign Envelope ID: DEF8D0E2-B2CC-433C-A3D7-14D38B450676

Patricia Johnson
For: City of Buckley
Mayor

For: Carbonado

ILA + Emergency Management

Kevin Vesey
Kevin Vesey
Mayor

Attest: *Freeze Pernici*
For: City of Orting

Attest: *Sandi Carlson*
For: Town of South Prairie

Attest:

Attest:

For: City of Sumner

For: Town of Wilkeson

Jeff Sellers

Attest:

Attest:

Jeff W. Seller

Mayor

Version: 1105202015

ILA – Emergency Management

For: City of Buckley

For: Carbonado

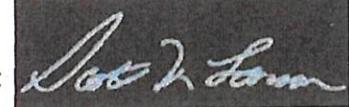
Attest:

Attest:

For: City of Orting

Scott Larson
City Administrator

Attest:



For: Town of South Prairie

Attest:

For: City of Sumner

For: Town of Wilkeson

Attest:

Attest:

Version: 11052020 | 5

For: City of Buckley

For: Carbonado

Attest:

Attest:

For: City of Orting

For: Town of South Prairie

Attest:

Attest:

For: City of Sumner

For: Town of Wilkeson

DocuSigned by:

William L. Pugh
65C9B3CE54AB46F...

DocuSigned by:

Michelle Converse
9BA22DE6784C4D1...

Attest:

| Jurisdiction | OFM Population Estimates (as of April 1, 2020) | % of Total Population w/o Puyallup | New Position Cost | Share of New Position Cost | Share of approx. \$25K EMPG Funds | Annual Cost of New Position with EMPG Funds Considered |
|-----------------------------------|--|------------------------------------|-------------------|----------------------------|-----------------------------------|--|
| Bonney Lake | 21,390 | 45.9% | \$80,300 | \$36,823.18 | \$11,464.25 | \$25,358.92 |
| Buckley | 5080 | 10.89% | \$80,300 | \$8,745.29 | \$2,722.69 | \$6,022.60 |
| Carbonado | 685 | 1.47% | \$80,300 | \$1,179.24 | \$367.13 | \$812.10 |
| Orting | 8635 | 18.51% | \$80,300 | \$14,865.27 | \$4,628.04 | \$10,237.23 |
| Puyallup | 42,700 | N/A | N/A | N/A | N/A | N/A |
| Sumner | 10,360 | 22.21% | \$80,300 | \$17,834.88 | \$5,552.58 | \$12,282.30 |
| Wilkeson | 495 | 1.06% | \$80,300 | \$852.15 | \$265.30 | \$586.85 |
| Total Population | 89,345 | 100% | | | | |
| Total Population without Puyallup | 46,645 | | | | | |

CITY OF BUCKLEY, WASHINGTON

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUCKLEY, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN AMENDMENT TO AN INTERLOCAL AGREEMENT BETWEEN THE CITIES/TOWNS OF BONNEY LAKE, BUCKLEY, CARBONADO, ORTING, SOUTH PRAIRIE, SUMNER AND WILKESON FOR THE PROVISION OF EMERGENCY MANAGEMENT SERVICES BY THE CITY OF PUYALLUP

WHEREAS, the Cities and Towns of Bonney Lake, Buckley, Carbonado, Orting, Puyallup, South Prairie, Sumner And Wilkeson have the power, authority and responsibility under Washington law to provide emergency management services within their respective boundaries; and

WHEREAS, the City of Puyallup has a fully functional Emergency Management program and trained personnel capable to conduct a full range of emergency management services; and

WHEREAS, Bonney Lake, Buckley, Carbonado, Orting, Puyallup, South Prairie, Sumner and Wilkeson wish to fully cooperate and coordinate emergency management activities that will avoid unnecessary duplication in exchange for the agreed upon compensation; and,

WHEREAS, upon adoption of the Amendment to the Interlocal Agreement, the City of Puyallup will provide the identified services in exchange for the agreed upon compensation; and

WHEREAS, such agreements are specifically authorized by the Interlocal Cooperation Act of Chapter 39.34 of the Revised Code of Washington.

NOW THEREFORE, the City Council of the City of Buckley, Washington hereby resolve that the Mayor is hereby authorized to sign an Amendment to the Interlocal Agreement with the participating cities and towns in substantially the same form as attached in Exhibit A.

PASSED BY THE CITY COUNCIL this 22nd day of October, 2024.

Beau Burkett., Mayor

AUTHENTICATED:

Treva Zumek, City Clerk

APPROVED AS TO FORM:

Phil Olbrechts, City Attorney

AMENDMENT #1

INTERLOCAL AGREEMENT BETWEEN THE CITIES OF BONNEY LAKE, BUCKLEY, ORTING, SUMNER AND PUYALLUP AND THE TOWNS OF CARBONADO AND WILKESON

THE AMENDMENT amends that certain Interlocal Agreement services for emergency management between the City of Puyallup ("Puyallup") and the Cities of Bonney Lake, Buckley, Orting, Sumner, and Towns of Carbonado and Wilkeson ("Parties") that became effective January 2021.

IN CONSIDERATION OF the terms and conditions set forth below, the Parties agree to the amendments to the Agreement as provided herein.

ENTIRE AGREEMENT. The entire Agreement between the Parties with respect to the subject matter hereunder is contained in the Agreement. No amendments to the Agreement shall be binding upon the Parties unless such amendment is in writing and executed by the duly authorized representatives of all the parties, provided that if the parties agree a modification is minor and does not substantively alter the Agreement to a significant degree, each party's Chief Administrative Officer may approve the change. The written provisions and terms of this Agreement shall supersede all prior statements of any officer or other representative of the parties, and such prior statements shall not alter this Agreement.

The following Sections and Subsection are hereby included by amendment into the above Interlocal Agreement.

Section 2(g) Puyallup may coordinate the ordering and distribution of resources, as requested, by the Parties.

Section 8(e) The chart marked as Attachment A shall be used to annotate cost distribution between the parties. Attachment A may be updated to reflect current operating costs through approval of the Joint Board. Each Parties governing body delegates updating Attachment A to the Joint Board.

Section 10. The Town of South Prairie is hereby added as a party to this Interlocal Agreement.



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

| ITEM INFORMATION | | | |
|---|--------------------------------------|---------|-----------------|
| SUBJECT: | Agenda Date: October 22, 2024 | | AB24-057 |
| Interlocal Cooperation Agreement for Multi-Jurisdictional Special Weapons & Tactics (Metro SWAT) in Pierce County | Department/Committee/Individual | Created | Reviewed |
| | Mayor | | X |
| | City Administrator | | X |
| | City Attorney | | X |
| | City Engineer | | |
| | City Clerk | | 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 Cooperation Agreement | | | |
| SUMMARY STATEMENT: This is an Interlocal Cooperative Agreement between Pierce County Cities for the City of Buckley to become a member of Metro SWAT. Cooperative cities include Bonney Lake, Fife, Milton, Orting, Puyallup, Sumner, and Dupont. Incidents of a serious criminal or emergent nature require officers with specialty training and equipment in excess of what an individual law enforcement agency can reasonably provide on its own. | | | |
| COMMITTEE REVIEW AND RECOMMENDATION: | | | |
| RECOMMENDED ACTION: MOVE to Approve the Interlocal Cooperation Agreement for Multi-Jurisdictional SWAT Team in Pierce County. | | | |
| RECORD OF COUNCIL ACTION | | | |
| Meeting Date | Action | Vote | |
| | | | |
| | | | |
| | | | |
| | | | |

INTERLOCAL COOPERATION AGREEMENT FOR MULTIJURISDICTIONAL SWAT TEAM

WHEREAS, incidents of a serious criminal or emergent nature often require officers with specialty training and equipment in excess of what an individual law enforcement agency can reasonably provide on its own; and

WHEREAS, these incidents can often be effectively resolved via the cooperation and collective effort of multiple jurisdictions;

NOW, THEREFORE, THIS AGREEMENT is made 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, Fife, Milton, Orting, Puyallup, Sumner, and DuPont (the "Signatory Agencies"). Through this agreement, the Signatory Agencies agree to provide mutual aid and support for a multijurisdictional SWAT Team as provided herein.

Section 1. Definitions

For the purposes of this Agreement and all exhibits attached hereto the following terms, phrases, words and their derivations shall have the meanings given herein. Words not defined shall be given their common and ordinary meaning. The word "shall" is always mandatory and not merely directory.

- A. Call Out** means any use or mobilization of SWAT Team following the request of the Chief Law Enforcement Officer of any Signatory Agency pursuant to the terms of this Agreement.
- B. Chief Law Enforcement Officer** means the director of public safety or police chief.
- C. Host Agency** means the Signatory Agency designated to maintain a single SWAT Team operational budget.
- D. Incident Commander** means the representative appointed by the agency with primary geographic/territorial jurisdiction to serve as the overall commander of the SWAT Team during the callout.
- E. Oversight Committee ("OC")** means the Executive Board composed of the Chief Law Enforcement Officer (or his/her designee) from each of the Signatory Agencies.
- F. Primary Geographic or Territorial Jurisdiction** means the territorial boundaries of the city, town, or other public agency or unit of local government in which a law enforcement agency is authorized to act. Such jurisdiction includes the definition contained in RCW 10.93.020(1), as now enacted or hereafter amended.

- G. **Primarily Responsible Agency** means the law enforcement agency within whose Primary Geographic or Territorial Jurisdiction a call out occurs, if it occurs within a Signatory Agency jurisdiction. If the call out takes place outside the Primary Geographic or Territorial Jurisdiction of a Signatory Agency, then the term shall mean the Signatory Agency who requested the call out.
- H. **Requesting Agency** means the law enforcement agency that has requested assistance from the SWAT Team.
- I. **Signatory Agency** means a city, town or other public agency or unit of local government that is a signing party to this Interlocal Agreement.
- J. **Team Commander** means the individual responsible for directing the tactics and deployment of the SWAT Team during callouts.
- K. **SWAT Team** means a team of individual law enforcement officers, drawn from the Signatory Agencies, qualified by training and expertise to perform the tasks of a SWAT Team as defined in the Tactical Response and Operations Standard for Law Enforcement Agencies, published by the National Tactical Officer's Association. SWAT Team also includes a negotiator team composed of individual law enforcement officers, also drawn from the Signatory Agencies, qualified by training and expertise to perform the tasks of Negotiator.

Section 2. Objective

The primary objective of the SWAT Team is to respond effectively and appropriately to emergencies, major incidents and/or major law enforcement operations that create, or have the potential to create, significant and increased risks to public safety personnel and the public.

Section 3. Governance of the SWAT Team

- A. **Executive Board - Oversight Committee:** The management and affairs of the SWAT Team operating under this Agreement shall be governed by an Executive Board, known as the Oversight Committee ("OC"). The OC is comprised of the Chief Law Enforcement Officer (or his/her designee) from each Signatory Agency.

In the event a new Signatory Agency is added to this Agreement, the Chief Law Enforcement Officer from the newly-added agency will become a member of the OC upon that Signatory Agency's adoption of this Agreement.

B. Chair of the OC: The OC shall elect a Chair by majority vote at its first meeting. The Chair shall serve a 2-year term, after which the OC will hold another vote to elect a Chair for the next 2-year term. There is no limit to the number of terms an individual may serve as Chair. The Chair shall be responsible for leading discussion, preparing an agenda, and generally overseeing the operation of the OC, but has no additional voting authority as a result of his/her role as Chair.

C. Normal Voting: Each member of the Oversight Committee shall have one vote for all committee decisions on which a vote is required or taken. Except in emergency circumstances as outlined below, voting shall only be allowed in-person, at a properly-scheduled OC meeting. No absentee, proxy, electronic, or telephonic voting shall be allowed. All decisions, except those related to the SWAT Policy and Procedures Manual, shall be made by simple majority vote of OC members in attendance at the meeting during which the vote is taken, so long as at least a quorum of the OC is present. All decisions regarding changes to the SWAT Policy and Procedures Manual will require a unanimous vote from all OC members.

D. Emergency Voting: If the Chair determines a vote is required on an emergency matter, and that the vote must take place sooner than a meeting can reasonably be scheduled, the Chair may call for a vote via email. In such a circumstance, the Chair must send an email to each member of the OC. The email shall (1) describe the background and nature of the issue, (2) describe the emergent reasoning for calling an electronic vote, and (3) clearly state the motion upon which a vote is requested. Each OC member shall have 24 hours to respond to the email and indicate their vote on the matter presented. A member's vote should clearly and unequivocally state whether it is in favor or against the motion. The motion shall only pass if, at the end of the 24-hour period, a majority of the OC members have voted in favor.

E. Quorum: No vote shall take place at any meeting unless a majority of the Oversight Committee is present.

F. OC Adopts Policies/Procedures: The OC may, at its discretion, adopt policies, procedures and regulations applicable to the SWAT Team's operations and structure, consistent with best practices. In addition, the OC may adopt standards for qualification and selection to the Team, and subsequent training required for continued participation on the Team.

1. Any policies and procedures adopted by the OC must be signed by each OC member and the Chief Law Enforcement Officer of each Signatory Agency if someone other than the Chief Law Enforcement Officer is that agency's representative on the OC.
2. Following the adoption, modification, or removal of any policy or procedure, the OC shall forward notice of the change to each Signatory Agency, along with an updated copy of the applicable policy/procedure/regulation, if applicable.

G. **Meetings and Attendance:** At minimum, the OC shall meet once a quarter. Each meeting shall be scheduled at least 30 days in advance, except where extenuating circumstances make scheduling 30 days in advance impractical. Scheduling shall be coordinated by the Chair of the OC, who shall make every effort to ensure the meetings occur at times convenient for all members. Each member shall make all reasonable efforts to attend regularly-scheduled OC meetings in person. As indicated in section 3.C, no absentee, proxy, electronic, or telephonic voting shall be allowed except as outlined in section 3.D above.

Section 4. Operation of the SWAT Team

A. **Governing Policies and Procedures:** During a callout, members of the SWAT Team will be governed by, and act in accordance with, the SWAT policies and procedures approved by the OC. To the extent the policies/procedures/regulations of the SWAT Team conflict with those of the individual jurisdictions, the SWAT versions will control all SWAT activities.

B. **Team Structure:** The goal of the SWAT Team is to have seventeen (17) operators and two (2) Team Commanders.

1. **Tactical Personnel:** The SWAT Team shall be comprised of the following number of members from the Signatory Agencies. It is understood and intended the number and distribution of personnel may be adjusted at a later time by a vote of the Oversight Committee.
 - Puyallup: 8 team members plus 2 team commanders
 - Bonney Lake: 2 team members
 - Fife: 2 team members
 - Sumner: 2 team members
 - Milton: 1 team member
 - Orting: 1 team member
 - DuPont: 1 team member
2. **Negotiators:** The SWAT Team shall include a negotiator element. The composition and structure of the negotiator element shall be left to the discretion of the OC.
3. **Vacant Positions:** When attrition occurs in the initial SWAT Team, vacancies shall be filled based on criteria and processes approved by the OC, with the goal of always maintaining the minimum team personnel outlined in Section 4(B) above.
4. **Team Commander – Selection and Term:** The OC shall select two (2) Team Commanders by majority vote. Each individual selected as Team Commander shall agree to serve in the position for at least three (3) years.

Following the expiration of the 3-year term, the OC may determine whether to extend the term of one or both Team Commanders for a fixed period of time.

The OC may, by majority vote, replace one or both Team Commander/s for any reason.

The OC shall determine the qualifications for the position of Team Commander, and the method by which team members may be nominated and/or considered for that position.

C. **Incident Commander – Role and Authority:** For every SWAT Team activation/callout, an Incident Commander shall be appointed by the Primarily Responsible Agency. The Chief Law Enforcement Officer of the Primarily Responsible Agency, or his/her designee, shall notify the Team Commander of the individual being appointed as Incident Commander for that activation/callout.

The Incident Commander holds final authority for all aspects of a SWAT Team activation/ callout, including developing incident objectives, managing all incident operations, application of resources, and responsibility for all persons involved in the incident.

D. **Team Commander – Role and Authority:** The Team Commander reports to, and is under the direct command of, the Incident Commander at any SWAT Team activation/callout. The Team Commander shall be responsible for the tactical application of SWAT Team personnel and resources to accomplish the objectives established by the Incident Commander.

E. **Primary/Secondary Team Commander Selection and Authority:** For each SWAT Team activation/callout, one of the Team Commanders shall be identified as the primary Team Commander. The primary Team Commander shall have the authority of the Team Commander for that activation/callout. The Team Commander not identified as the primary will provide advice and support to the primary Team Commander.

The OC shall adopt a method or process by which the primary Team Commander is selected for each activation/callout, and shall notify the Team Commanders of that method or process. The Team Commanders shall abide by the method or process established by the OC, unless and until the OC approves an alternative method or process.

Section 5. Activations/Call Outs

A. **Request For Assistance:** In the event that the Chief Law Enforcement officer of a Signatory Agency (or his/her designee in times of his/her absence) determines the Signatory Agency has a need for the services of the SWAT Team, he/she shall

contact one of the Team Commanders and make the request for assistance. He/she shall provide any relevant information requested by the Team Commander(s).

- B. **Acceptance/Denial – Response – Withdrawal:** The Team Commander(s) shall determine whether the request for assistance is within the scope and capabilities of the SWAT Team based on criteria outlined in the NTOA Manual. The Team Commander(s) shall have the authority to deny the request for assistance. If the Team Commander(s) determine the SWAT Team will respond to the request, the Team Commander(s) shall determine the number and type of SWAT Team personnel, equipment, and other resources needed. The Team Commander(s) shall have the authority to withdraw the SWAT Team from any incident at any time he/she determine/s the incident no longer fits within the scope of the SWAT Team.
- C. **Emergency Withdrawal of Single Agency From Activation/Callout:** The Chief Law Enforcement officer of a Signatory Agency, or his/her authorized representative, may withdraw all of that agency's personnel/services from an activation/callout if an emergency, major incident, or major crime event occurs within that jurisdiction that requires additional personnel to resolve safely and appropriately. In general, however, each Signatory Agency shall direct SWAT Team members in its employ to respond to an activation/callout as promptly and effectively as possible. Withdrawal of a Signatory Agency from an incident shall not affect that agency's financial responsibilities for any cost or liability incurred by the SWAT Team during the incident.

Section 6. Budgeting and Cost-Sharing

- A. **Host Agency:** For purposes of general administration, the OC shall designate one (1) Signatory Agency as the Host Agency. The Host Agency will be responsible for maintaining the budget approved by the OC, as well as all budget-related records and receipts.
- B. **Annual Operating Budget**
 1. By June 1 of each year, the Team Commanders shall submit a proposed annual budget to the OC. The budget should include all reasonably-anticipated training, equipment, and other operational costs for the following calendar year. The OC will consider the proposed budget at its next regularly-scheduled meeting.
 2. By December 31 of each year, the OC shall adopt a proposed budget for the following calendar year by majority vote. The budget should include all reasonably-anticipated training, equipment, and other operational costs for the following calendar year. Once adopted, that budget will be the official budget of the SWAT Team for the relevant calendar year, subject to change.

only by a majority vote of the OC.

3. Each Signatory Agency hereby agrees to be liable for its proportional share of any OC-approved annual budget. Each member of the OC shall be responsible for submitting his/her agency's proportional share of the budget to his/her agency's budgeting process, and ensuring payment for that share is deposited into the account maintained by the Host Agency.

C. **Proportional Share of Operational Costs:** The share of the annual SWAT Team budget for which each Signatory Agency will be responsible is equal to the percentage of each Signatory Agency's population to the total population of all Signatory Agencies combined, per the most recent Washington Office of Financial Management (OFM) estimate as of December 1 of the calendar year prior to which the budget applies. The percentage of each Signatory Agency's share shall be calculated to two decimal points (i.e., 1/100th of one-percent, without rounding). Any added amount necessary to bring the total to 100% after tabulation shall be added to the share of the Signatory Agency with the largest population.

Each Signatory Agency shall pay their annual share by January 31st of each year unless modified by a majority vote of the OC.

In the event a new Signatory Agency is added to this Agreement at any time other than the beginning of an annual budget cycle, the proportional share of each Signatory Agency shall be recalculated, to include the new Signatory Agency's proportional share, on the first day of the next new month immediately following the new Signatory Agency's adoption of this Agreement.

In the event that any Signatory Agency has prepaid its proportional share of the budget, any overpayment resulting from a recalculation of proportional share following the addition of a Signatory Agent shall not be refunded, but shall be credited to that Signatory Agency's proportional cost of the budget for the next month, and any month thereafter, until such overpayment has been resolved.

D. **Certain Costs/Expenses Not Shared:** The following costs/expenses of participation in the SWAT Team are to be borne solely by the individual Signatory Agency to which the cost accrues

1. Regular pay and benefits for any Team Member;
2. Overtime pay for any Team Member;
3. The cost of outfitting an individual Team Member for participation on the team, including uniform, boots, gloves, helmet, other clothing-type items,

individual weapon, and weapon-related accessories (suppressors, scopes, etc.);

4. Fuel for agency vehicles used to transport a Team Member to/from a call out;
5. Damage, including wear and tear, on agency-owned vehicles not used exclusively for SWAT Team operations (*i.e.*, patrol cars, etc.);

E. Training Costs: Costs for SWAT Team-specific training events (*i.e.*, events attended by the entire Team) shall be included in the annual operational budget. The Team Commander shall have the authority to coordinate and schedule training within the budget, and approve any requests for SWAT Team-specific training submitted by Team Members. Unless otherwise approved by the OC, individual training for Team Members (outside of Team training events) shall be the sole responsibility of the Signatory Agency that employs that Team Member.

F. Emergency Expenses. If, during an incident to which the SWAT Team has responded, the Team Commander determines an emergency expense is necessary to the continued participation of the SWAT Team, the Team Commander shall inform the Incident Commander of the necessary expense and the basis therefore. The Incident Commander shall authorize or decline the expense. If the Incident Commander authorizes the expense, payment of that expense shall be the sole responsibility of the Signatory Agency employing the Incident Commander.

G. Consumables Used During a Callout: The cost to replace consumable goods/equipment used during a particular activation/callout shall be the sole responsibility of the Requesting Agency for that activation/callout. Consumable goods/equipment includes, but is not limited to, explosives, ammunition, first aid supplies, and so on. Within a reasonable amount of time after the callout, the OC shall provide the Requesting Agency an accounting of any and all consumable items for which SWAT Team seeks reimbursement, and the Requesting Agency shall remit payment via the Host Agency within a reasonable time after receiving the accounting.

H. Funds Remaining at End of Budget Cycle: Signatory Agencies agree that any money left over from any calendar year shall remain in the SWAT Team general account to supplement/augment continuing SWAT Team operations. Signatory Agencies shall provide a record of all direct and other costs to the Host Agency.

I. Audit Rights of Signatory Agencies: Each Signatory Agency shall have the right to conduct an audit of the SWAT Team budget and account/s at any time.

J. Annual Report: An annual report of all SWAT Team activities during a calendar year shall be provided to each Signatory Agency by April 1 of the following calendar year. This report shall include the following:

1. A tabulation of the number and nature of call outs and any other Team activity;
2. A tabulation of the personnel and respective jurisdiction at each call out;
3. A summary of the command positions assumed by personnel and their respective jurisdiction at each call out, including Incident Commander, Team Commanders, etc.;
4. A summary of any policy changes and the inclusion of a copy of the signed policy;
5. A copy of all completed risk matrixes, regardless of whether a SWAT Team call out resulted; and
6. A copy of the operational budget.

Section 7. Claims – Notice and Processing

- A. **Notice of Claim:** In the event a tort claim is filed against a Signatory Agency or its employees for actions arising from their conduct on behalf of the SWAT Team, the Signatory Agency shall promptly notify the other Signatory Agencies that the claim has been initiated. Any documentation, including the claim or legal complaints, shall promptly be provided to each Signatory Agency. A “tort claim” shall be defined as any written claim for damages whether or not such claim technically complies with RCW 4.96.020.
- B. **Designation of Lead Jurisdiction:** There shall be a lead jurisdiction for processing any claim filed with a Signatory Agency for alleged damages/injuries that occur as a result of SWAT Team activities. The lead jurisdiction shall be the jurisdiction that served as the Primarily Responsible Agency for the incident during which the action subject to the claim took place. If the claim also involves acts/omissions that did not occur during a SWAT Team call out, the lead jurisdiction for those portions of the claim shall be the jurisdiction that employs the individuals whose actions/omissions serve as the basis for that portion of the claim. If allegations are made against more than one Signatory Agency, or the employees of more than one Signatory Agency, the OC shall determine the lead jurisdiction for a claim by majority vote
- C. **Assistance Responding to Claims:** All SWAT Team personnel shall assist the lead jurisdiction, and anyone working on behalf of that jurisdiction with regard to any claim, in responding to the claim and providing relevant records. These records shall include, but are not limited to, incident reports, notes, transcripts, photos, evidence logs, recorded statements, documents from emergency dispatch centers, and warrants from all jurisdictions that participated in the action subject to the claim.

Whenever necessary, the Team Commander/s shall assist in coordinating the provision of any records, and communications with any Team Member.

D. Claims of \$7,500 or Less

1. **Lead Jurisdiction Responsibilities**: The lead jurisdiction shall be responsible for gathering records relating to the claim. The lead jurisdiction shall provide records to its insurance provider or risk-pooling organization, and shall assist the same in assessing liability for acts associated with the claim. The lead jurisdiction shall notify the other jurisdictions of any determinations as to payment of the claim. In determining whether a claim should be paid, the lead jurisdiction and its insurance provider or risk-pooling organization shall, at a minimum, consider the potential legal defenses to the claim and the costs of defending the claim.
2. **Payment of the Claim - Apportionment of Payment**: The lead jurisdiction, with the assistance of its insurance carrier or risk-pooling organization, shall determine whether payment of the claim would be in the best interest of the Signatory Agencies. In the event the lead jurisdiction determines payment of a claim of \$7,500 or less is appropriate, such determination shall be final and binding upon the other Signatory Agencies, and payment shall be apportioned equally among all Signatory Agencies. The lead jurisdiction shall provide full payment to the claimant, and the remaining Signatory Agencies or their insurers shall reimburse the lead agency for their respective shares. Prior to the payment of any claim, and as a condition of such payment, the lead jurisdiction shall obtain from the claimant a complete and total release of liability on behalf of all Signatory Agencies and each and every officer, agent, or volunteer of those agencies.
3. **Denial of the Claim**: In the event the lead jurisdiction determines payment of the claim would not be in the best interest of the Signatory Agencies, the lead jurisdiction shall notify the other Signatory Agencies, and that determination shall be binding on the other Signatory Agencies; PROVIDED, another Signatory Agency that determines payment is appropriate may pay such claim in full, but shall not be entitled to any reimbursement from the other Signatory Agencies.

E. Claims over \$7,500: The lead jurisdiction shall coordinate communication among all Signatory Agencies to discuss any claim over \$7,500, and to determine, with input from the involved insurance carriers or risk-pooling organizations, the appropriate manner in which to respond to such a claim. This communication may occur in person, by phone, or by email where appropriate.

Section 8. Litigation - Process – Cost Sharing

- A. **General Intent:** It is the intent of the Signatory Agencies to provide and receive services of the SWAT Team without the threat of liability to one another, and to fully cooperate in the defense of any claims or lawsuits arising out of or connected with any SWAT Team action. It is the intent of the Signatory Agencies that they share equally in the financial burden of litigation regarding SWAT Team activities. The costs to be equally shared include, but are not necessarily limited to, costs of defense, compensatory damages, and any attorney's fees awarded. The Signatory Agencies intend this cost-sharing to apply in all circumstances, regardless which Signatory Agency employs any individual team member/s whose actions or omissions are at issue in the litigation. The remainder of the liability-sharing portion of this agreement should be interpreted consistent with this intent.
- B. **Notification to Other Signatory Agencies:** In the event a Signatory Agency is served with a lawsuit alleging any act or omission by any Team Member, Team Commander, or Signatory Agency, undertaken on behalf of the SWAT Team, that Signatory Agency shall provide timely notice and documentation of the lawsuit to each of the other Signatory Agencies. The Signatory Agency that initially receives the lawsuit shall also schedule a meeting with all Signatory Agencies to discuss the lawsuit and to determine, with input from the insurer or risk-pooling organization for each Signatory Agency, the appropriate manner in which to respond to and/or defend the lawsuit. Nothing in the Agreement shall be deemed a waiver by any Signatory Agency of the requirements set forth in Chapter 4.96 RCW, and the fact that a Signatory Agency provides notice or copies of a claim to another jurisdiction shall not constitute a waiver of the requirement that a party who files suit against a jurisdiction first file a claim with the jurisdiction in accordance with Chapter 4.96 RCW. Moreover, nothing in this Agreement shall be deemed acceptance of service of a lawsuit, and the fact that a Signatory Agency provides notice or copies of a lawsuit to another jurisdiction shall not be deemed adequate service of such lawsuit.
- C. **Costs of Defense:** The cost of defense of any claim or litigation brought against any Signatory Agency or its employees for any act or omission undertaken on behalf of the SWAT Team shall be shared equally among the Signatory Agencies. The Signatory Agencies recognize this equal sharing of liability is different than the proportional sharing of budgeted expenses described above. This equal sharing of litigation costs shall apply regardless whether any Signatory Agencies are represented jointly.
- D. **Joint Representation Encouraged:** In the event of litigation against a Signatory Agency or its employees for any act or omission undertaken on behalf of the SWAT Team, the Signatory Agencies are encouraged to select a single attorney to coordinate and conduct the defense. The Signatory Agencies recognize that joint representation improves access to records and personnel, improves communication among agencies and personnel, and minimizes the overall costs of defense. It is generally intended that Signatory Agencies and their employees will agree to joint defense, except in cases of bona fide conflict, as described in the next section.

E. Conflict Counsel – Cost-Sharing: In the event any attorney retained to represent any individual of Signatory Agency in any SWAT Team-related litigation determines conflict counsel should be appointed for any individual or Signatory Agency, that individual or Signatory Agency shall be entitled select their own conflict counsel, with the input of the relevant insurance carrier or risk-pooling organization. The costs of any conflict counsel shall be shared equally among the Signatory Agencies.

F. Dismissal From Lawsuit – Continued Cost-Sharing: In the event a Signatory Agency or its employee/s is/are successfully withdrawn or dismissed from a lawsuit, that Signatory Agency shall nonetheless be required to pay its equal share of any subsequent and continued litigation costs.

G. Settlement – Procedure - Effect

1. **Settlement Procedure:** Any Signatory Agency receiving a settlement offer or demand in any action or proceeding arising from SWAT Team activity shall immediately notify the other Signatory Agencies of that offer/demand, including the particulars thereof. Such Signatory Agency shall consult with the other Signatory Agencies and their insurance carrier/s or risk-pooling organization/s prior to making any settlement decision.
2. **Individual Settlement Decisions Discouraged:** It is the intent of this Agreement that the Signatory Agencies act in good faith on behalf of each other in conducting settlement negotiations on liability claims or lawsuits so that, whenever possible, all Signatory Agencies agree with the settlement costs or, in the alternative, that all Signatory Agencies reject settlement demands and agree to go to trial and share in any litigation costs going forward.
3. **Individual Settlement Decision – Settlement Costs Not Shared:** Any Signatory Agency entering into settlement with a claimant/plaintiff without ending the liability of all other Signatory Agencies and their employees shall not be entitled to contribution from the other Signatory Agencies for the amount of that settlement.
4. **Individual Settlements – Continued Litigation Costs Shared:** Any Signatory Agency entering into settlement with a claimant/plaintiff without ending the liability of all other Signatory Agencies and their employees shall remain responsible for an equal share of any costs/expenses for any continued litigation against other Signatory Agencies and/or their employee/s.

H. Liability Sharing – Non-Punitive Damages: Excluding any award of punitive

damages, liability for the actions or omissions of any individual or Signatory Agency, imposed as a result of their participation in the SWAT Team, shall be shared equally among all Signatory Agencies. The costs and expenses to be shared equally include, but are not limited to, any settlement of any claim for damages, fines, costs and expenses, awards, and attorney's fees (including costs of defense). These costs and expenses shall be shared equally regardless of which Signatory Agency or employee the action is brought against, regardless of which Signatory Agency or employee is ultimately responsible for the conduct, regardless of the number of Signatory Agencies named in the lawsuit or claim, and regardless of the number of officers from each Signatory Agency named in the lawsuit or claim.

- I. **Liability – Punitive Damages:** In the event punitive damages are awarded against any individual or Signatory Agency as a result of any action or omission occurring during any SWAT Team related activity, no other Signatory Agency shall be liable for any portion of such award. Any decision by a Signatory Agency to indemnify its officer/s or employee/s for any award of punitive damages will have no effect on the contribution owed by any other Signatory Agency.
- J. **Payment of Costs/Awards – Reimbursement:** In the event any Signatory Agency fails to timely provide payment of its equal portion of any shared costs/expenses outlined above, any other Signatory Agency may choose to pay the non-paying Signatory Agency's share. The Signatory Agency that failed to pay shall then be liable to the Signatory Agency that paid the share, plus any attorney's fees incurred in the collection of said monies from the non-paying Signatory Agency.
- K. **Hold Harmless:** The Signatory Agencies express their intent that no legal cause of action shall be brought by one Signatory Agency against any other Signatory Agency as a result of any SWAT Team related activity, except to enforce the cost and liability sharing provisions of this Agreement. Therefore, each Signatory Agency agrees to hold harmless and indemnify the other Signatory Agencies from any loss, claim or liability arising from the actions or omissions of its officers and employees or each other as related to any SWAT Team activity, except as expressly outlined in this Agreement.
- L. **Insurance – Effect on Agreement:** The failure of any insurance carrier or self-insured pooling organization to agree to or follow the terms of this section shall not relieve any individual Signatory Agency from its obligations under this Agreement.

Section 9. Insurance Coverage Required

The Signatory Agencies shall, to the best of their ability, coordinate their liability insurance and/or self-insured coverage to the extent possible to fully implement and follow this Agreement. 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 Signatory

Agencies, and the failure of any insurance carrier or risk-pooling organization to agree or follow the terms of this provision on liability shall not relieve any Signatory Agency from its obligations under this agreement.

Section 10. Employment

Except as provided herein, all public personnel are deemed to be continuing employment for their respective employers when activated as members of the SWAT Team. Each Signatory Agency shall be solely and exclusively responsible for the compensation and benefits for those personnel. All rights, duties, and obligations of the employer and the employee shall remain with that Signatory Agency. Each Signatory Agency shall be responsible for ensuring compliance with all applicable laws regarding employees, and with provisions on any applicable collective bargaining agreements, civil service rules regulations, and its own disciplinary policies and procedures.

Section 11. Press Releases

Signatory Agencies will coordinate any press releases relating to SWAT Team 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.

Section 12. Authorized Staff

The Signatory Agencies to this agreement shall provide the names and phone numbers of staff who have the authority to commit manpower and/or equipment to any SWAT Team activation/callout.

Section 13. Prisoner Transportation

Transportation of arrestees will be coordinated by the Incident Commander.

Section 14. 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 that such officer would have received had that officer been

acting under the immediate direction of the officer's employer and within said employer's jurisdiction.

Section 15. Severability

Should any clause, phrase, sentence or paragraph of the Agreement or its application to any party or circumstance be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this Agreement and/or their application to other parties and circumstances, not declared invalid or void, shall remain in full force and effect.

Section 16. Term

The minimum term of this Agreement shall be one (1) year, effective upon its adoption by all Signatory Agencies. This Agreement shall automatically extend for consecutive one (1) year terms without action of the legislative bodies of the Signatory Agency jurisdictions, unless and until terminated pursuant to the terms of this agreement.

Section 17. Termination

Any Signatory Agency may withdraw from this Agreement with thirty (30) calendar days advance written notice to the other Signatory Agencies herein. Withdrawal during any calendar year shall not entitle the withdrawing agency to a reduction or refund with respect to funds budgeted for or otherwise committed with respect to the withdrawing agency for that calendar year. Termination of this Agreement and/or withdrawal of an agency shall not terminate the indemnity/liability of that agency for any incident arising prior to the withdrawal. All terms of this Agreement shall survive the termination with respect to any cause of action, claim or liability arising on or prior to the date of termination.

1. In the event a Signatory Agency withdraws from and terminates participation under this Agreement, property provided by that Signatory Agency pursuant to the terms and conditions of this Agreement, including but not limited to vehicles, equipment, firearms, ammunition and explosives, shall belong to and shall be returned to that Signatory Agency.
2. Items that were jointly purchased through the SWAT Team general operating budget will continue to remain with and be available for use by the SWAT Team until such time that this Agreement is terminated in its entirety, at which time items that were jointly purchased by the Signatory Agencies will be divided among the Signatory Agencies in proportion to the number of Team Members each Agency contributes to the Team under the Agreement as of the date of termination.

Section 18. Contract Administration

The Signatory Agencies 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 Chief Law Enforcement Officers from the Signatory Agencies shall be responsible for administering the terms of this agreement.

Section 19. Entire Agreement

This agreement contains the complete understanding of the Signatory Agencies regarding the subject matter of this agreement.

Section 20. 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.

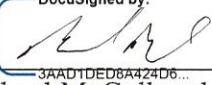
Section 21. Additional Signatory Agencies

Additional agencies may become parties to this Agreement if approved by a majority vote of the OC at a regularly scheduled meeting. Once approved by such a vote, the new Signatory Agency will execute this Agreement by affixing the signature of a designated official to a copy of this Agreement in the same manner as the existing Signatory Agencies.

The addition of a Signatory Agency does not change the terms of this Agreement unless otherwise stated herein, and does not require re-adoption of this Agreement by any Signatory Agency or such agency's governing body.

Except as otherwise provided herein, the rights and liabilities of any additional Signatory Agency shall attach immediately upon that Agency's adoption of this Agreement by signature of a designated official.

CITY OF BONNEY LAKE

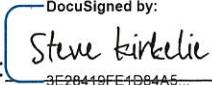
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Michael McCullough, Mayor

Date: 4/26/2023

DocuSigned by:
As To Form: 
Print Name: Jennifer Robertson
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Bonney Lake City Attorney

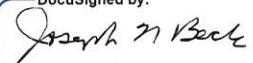
Date: 4/26/2023

CITY OF PUYALLUP

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Steve Kirkelie
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Date: 4/24/2023

Steve Kirkelie, City Manager

DocuSigned by:
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Joe Beck
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Date: 4/24/2023

Joe Beck, Puyallup City Attorney

CITY OF MILTON

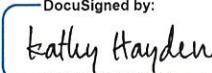
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Shanna Styron-Sherell, Mayor

Date: 4/27/2023

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As To Form: Andrew Tsoming
Print Name: Andrew Tsoming
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Milton City Attorney

Date: 4/24/2023

CITY OF SUMNER

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Kathy Hayden, Mayor

Date: 4/24/2023

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Sumner City Attorney

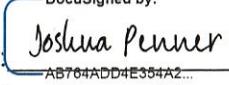
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CITY OF FIFE

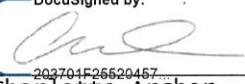
By: Derek Matheson Date: 3/20/23
Derek Matheson, City Manager

As To Form: Greg Amann Date: 3/20/23
Greg Amann, Fife City Attorney

CITY OF ORTING

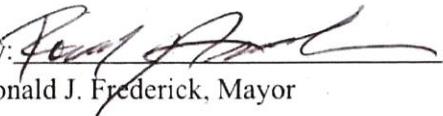
DocuSigned by:
By: 
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Joshua Penner, Mayor

Date: 4/27/2023

DocuSigned by:
As To Form: 
202704F26620457
Print Name: Charlotte Archer
Orting City Attorney

Date: 4/27/2023

CITY OF DUPONT

By: 
Ronald J. Frederick, Mayor

Date: 6/27/2023

As To Form: 
Gordon P. Karg
DuPont City Attorney

Date: 6/27/2023

CITY OF BUCKLEY

By: _____
Beau Burkett, Mayor

Date:

As to Form: _____
Phil Olbrechts
Buckley City Attorney

Date:



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

| ITEM INFORMATION | | | |
|---|--|-------------|----------|
| SUBJECT: Special Services Agreement with the Pierce County Sheriff's Department | Agenda Date: October 22, 2024 AB24-058 | | |
| | Department/Committee/Individual | Created | Reviewed |
| | Mayor | | X |
| | City Administrator | | X |
| | City Attorney | | X |
| | City Engineer | | |
| | City Clerk | | X |
| | Finance Dept | | |
| | Building Official | | |
| | Fire Dept | | |
| Cost Impact: N/A | Parks & Recreation | | |
| Fund Source: N/A | Building & Planning | | |
| Timeline: N/A | Police Dept | X | |
| | Municipal Court | | |
| | PW/Utilities | | |
| Staff Contact: Police Chief Alfano | | | |
| Attachments: Special Service's Agreement – Pierce County Sheriff's Department | | | |
| SUMMARY STATEMENT: This is a Special Services Agreement with the Pierce County Sheriffs Department and the City of Buckley for the PCSD to provide back-up SWAT services, Hazardous Devices Team, Marine Services / Dive, and Air Operations. | | | |
| COMMITTEE REVIEW AND RECOMMENDATION: | | | |
| RECOMMENDED ACTION: MOVE to Approve the Special Services Agreement between the Pierce County Sheriff's Department and the City of Buckley. | | | |
| RECORD OF COUNCIL ACTION | | | |
| <i>Meeting Date</i> | <i>Action</i> | <i>Vote</i> | |
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**INTERLOCAL AGREEMENT
BETWEEN
PIERCE COUNTY AND THE CITY OF BUCKLEY
FOR THE PROVISION OF SPECIALIZED LAW ENFORCEMENT SERVICES**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into by and between PIERCE COUNTY, a political subdivision of the State of Washington ("County") and THE CITY OF BUCKLEY, a municipal corporation of the State of Washington ("City") (together, "Parties") as follows:

WHEREAS, the City of Buckley on behalf of the Buckley Police Department has requested the County provide certain law enforcement services to the City; and

WHEREAS, the County has the resources necessary through the Pierce County Sheriff's Department (PCSD) to provide specialized law enforcement services to the City; and

WHEREAS, the County is willing to provide these services to the City; and

WHEREAS, the parties previously entered into an agreement for specialized law enforcement services on June 20, 2006; and

WHEREAS, the parties are authorized to enter into such agreements by virtue of RCW Chapter 39.34, the Interlocal Cooperation Act.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by and between the County and the City as follows:

SECTION 1. PURPOSE.

The purpose of this agreement is for the County to provide the City with specialized law enforcement services by and through the Pierce County Sheriff's Department. Both parties to this agreement have responsibility to provide police protection within their respective boundaries. The Pierce County Sheriff's Department has developed an expertise in certain areas of specialized response. The City recognizes that the expertise of the County, and the Pierce County Sheriff's Department, would be of benefit in such matters. In order to allow towns and cities to take advantage of the expertise of the County, the Pierce County Sheriff's Department is willing to provide certain services on a reimbursable basis. This agreement sets forth the respective rights and duties of each of the parties in the provision of these services.

SECTION 2. DUTIES/RESPONSIBILITIES OF THE COUNTY.

- A. To provide access to the agreed upon services between the Sheriff's Department and the City.
- B. To provide a timely response for services requested.
- C. To provide all necessary personnel and command.
- D. To provide all reasonably needed and necessary equipment for the response.
- E. To handle the call to completion, to include all necessary reports, testimony, or other follow-up.
- F. To provide a full and complete invoice on all services, personnel and equipment utilized hereunder, only if the per response billing basis option is pre-selected by the City.

SECTION 3. DUTIES/RESPONSIBILITIES OF THE CITY.

- A. To determine when to request specialized services from the County.
- B. To provide a contact person of command level to act as liaison between the contracting agencies.
- C. To provide traffic control or other perimeter security as may be required.
- D. To provide schematics, floor plans, or other items of information which may be required as part of a response.
- E. To allow training at sites within the City as may be desired by the County to assure knowledgeable response.
- F. To provide reimbursement hereunder for the services rendered.

SECTION 4. JOINT DUTIES/RESPONSIBILITIES.

- A. To provide joint law enforcement response as necessary to keep and restore the peace.
- B. To complete and submit all necessary reports, documents, and other needed information in a timely manner for any law enforcement or prosecution need.
- C. To mutually cooperate to assure the success of any and all law enforcement missions.

SECTION 5. SERVICE DESCRIPTIONS.

The County will provide the specialized law enforcement services as described in the categories below within the City's service area. The type of service selected by the City and cost for service provided by the County is detailed in Exhibit "A," which is also attached hereto and incorporated herein by this reference.

- A. **Major Crimes Investigations:** This service shall consist of criminal investigation carried out by detectives often in conjunction with forensic trained individuals when necessary. Investigations will be supported by crime scene analysis, crime laboratory, polygraph, identifications, evidence control, Automatic Fingerprint Identification System (AFIS) and any other technology then in the possession of the Sheriff and determined by the lead investigator as appropriate for the investigation. Unless otherwise agreed by the County, the crimes to be investigated shall typically be homicides, abductions, and aggravated assaults which involve substantial bodily harm as set forth by RCW 9A.04.110 or the possibility of death.

This service will only be available on a pre-determined hourly basis or on a pre-determined per capita basis.

For other felony crimes that are not homicides, abductions, or aggravated assaults, members of the Sheriff's Criminal Investigations Bureau can be requested through the Sheriff's CDO on a per hourly basis.

B. **Major Crimes Forensics:** This service shall be for major crimes outlined in Section A and shall include a fully trained Forensics Investigator who shall have the ability and training to take photographs and measurements, document other important physical evidence, obtain and process fingerprints, utilize all technology available to the Forensics Investigator, and perform all other services and procedures to assist in the processing of a crime scene or subject. Forensics will respond to incidents after-hours if a Sheriff's detective will be acting as the lead investigator.

This service will be available for major crimes on a pre-determined hourly basis or on a pre-determined per capita basis.

Forensics services for crimes other than the major crimes outlined in Section A can be requested through the Sheriff's CDO on a pre-determined hourly basis.

If only forensics services – and no detective services – are provided by members of the Sheriff's Department in response to an incident, then all property/evidence collected by forensics will be retained by the lead agency in the investigation and not the Sheriff's Department.

C. **Internal Affairs Investigations:** This service shall involve a member of the Sheriff's Department who shall perform any matter involving an Internal Affairs complaint or investigation. The investigator will be trained in investigating such matters and will provide Garrity warnings and other aspects of due process, etc. which are required by law, contract, etc. If needed, polygraph services may be included for such services. Unless otherwise agreed by the County, the matters to be investigated shall typically be: complaints of criminal acts; excessive force; complaints of racial, sexual or other types of protected status harassment; cases of high public interest.

This service will be included at no additional cost only if the City has a current agreement with the County for Major Crimes Investigations on pre-determined per capita billing basis. This service is not available on an hourly basis or a per incident basis.

D. **Special Weapons And Tactics (SWAT):** This service shall be in the nature of a team response, which may call for a variety of disciplines (negotiators, sharpshooters, snipers, entry, and others). Each SWAT call response is made as a team and each call is staffed as a team. The team, and each member, is responsible to the success of every SWAT Team mission.

This service will be available on a pre-determined per capita billing basis or on a pre-determined per incident billing basis.

E. **Hazardous Devices (Bomb Squad):** This service shall include the Hazardous Devices Unit (HDU) and will typically be a multi-officer response for safety reasons. The team will include an explosive specialist, and will provide the necessary and required equipment to address the threat.

The Sheriff's Department Hazardous Devices Unit is considered as a Regional Asset when responding to an emergency call for service. There are no applicable charges or billings associated with regional deployment under mutual aid.

F. **Marine Services/Dive:** This service shall involve deputies and other personnel who are trained in areas of marine rescue or dive techniques, including rescue and recovery. This may include a response with vessels or other watercraft, and will typically include a response with multiple personnel for safety and deployment reasons.

The Sheriff's Department Marine Services Unit and Dive Team are as considered as a Regional Asset when responding to an emergency call for service. There are no applicable charges or billings associated with regional deployment under mutual aid.

G. **Air Operations:** This service shall involve deputies and other personnel who are trained in flight operations, to include pilots and tactical flight observers. This may include a response with an aircraft capable of deployment in search & rescue, natural disaster, and major incidents/crime scenes.

The Sheriff's Department airplane is considered as a Regional Asset when it is in operation. There are no applicable charges or billings associated with regional deployment under mutual aid.

SECTION 6. SELECTION OF BILLING BASIS AND SERVICES.

The City shall select to be billed on either a per capita or a per incident basis, and select the services to be provided by the County. These mutually agreed up selections are set forth in "Exhibit A", which is attached hereto and made a part hereof. If a service is not listed, it will not be provided absent a separate request and it will be charged in accordance with the Default Costing described in Section 6-D.

A. **Per Capita:** The City shall pay a sum, as outlined in Exhibit A, which is attached hereto and made a part hereof, which shall be that cost which is multiplied by the population of the City, as determined by the most recent estimate by the Office of Financial Management. This cost shall be the cost irrespective of the quantity or duration of the calls for service responded.

B. **Per Incident:** The City shall pay a sum based upon the hourly rate or incident rate, as outlined in Exhibit A, which is attached hereto and made a part hereof, which shall be that cost multiplied by the hours expended. Those items which are indicated as a per incident response will be paid irrespective of the time needed to resolve the matter. If the matter is being charged on an hourly basis, then the time shall commence on the time such services are requested by the City

and shall end at such time as when the scene is secured or the need for services is terminated. The need for services shall include whatever reasonable time is necessary for the completion of paperwork, reports, interviews, analysis or other necessary follow-up work. All accountings of time by the County shall be in increments of 30 minutes (half-hours). If the response is cancelled while personnel are responding, the City will be billed for those specific personnel at a three-hour overtime minimum.

- C. **Mixed Costing:** The City shall have the right to elect to reimburse the County on a per capita cost for some specialized services and a per incident cost for other specialized services. Such election must be pre-determined and mutually agreed upon by both parties, and incorporated within Exhibit A.
- D. **Default Costing:** In the event that the City has not selected a payment method for any service provided hereunder and the City shall make a request for service from the County, the City shall reimburse to the County a sum based upon the Per Incident basis as set forth in Section 6.B.

SECTION 7. BILLING.

If per capita billing is selected, the County will provide the City with an annual invoice for the provision of services. For all other billing methods that include a per incident response, the County will provide the City with an invoice for the provision of services to include description of the specialized services, dates of service, hours of service, and hourly rate for the service.

Billings shall be mailed to:

City of Buckley
P.O. Box 1960
Buckley, WA 98321

The City shall reimburse the County within 30 days of receipt of invoice by mailing payment to:

Pierce County Sheriff's Department
ATTN: Business Unit
930 Tacoma Ave. S.
Tacoma, WA 98402

Rates may be adjusted annually by the County, and the new rate schedule will be provided to the City no less than 30 days prior to the beginning of each calendar year. The parties are authorized to negotiate annual rate and service adjustments, and execute written agreements that reflect agreed-upon adjustments.

SECTION 8. INDEMNIFICATION AND DEFENSE.

To the extent permitted by law, each Party agrees to protect, defend, indemnify, and save harmless the other Party, its elected and appointed officials, officers, employees, agents, and volunteers, from and

against any and all claims, damages, losses, judgements, and expenses, including but not limited to court costs, attorney's fees, and alternative dispute resolution costs, for any injury or damage of any kind which are alleged or proven to be caused by an act or omission related to the actions under this Agreement, negligent or otherwise, of the Party, its elected and appointed officials, officers, employees, agents, and volunteers.

A Party shall not be required to indemnify, defend, or hold the other Party harmless if the claim, damage, loss, judgement, or expense for any injury or damage of any kind is caused by the sole act or omission of the other Party or its elected and appointed officials, officers, employees, agents, or volunteers.

In executing this Agreement, neither Party shall assume liability or responsibility for or in any way release the other Party from any liability or responsibility which arises in whole or in part from the existence or effect of the other Party's ordinances, rules, regulations, resolutions, customs, polices or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such ordinance, rule, regulation, resolution, custom, policy or practice is at issue, the appropriate Party shall defend the same at its sole expense, and if judgment specifically attributable to such Party's provisions is entered and damages are awarded against the City, the County, or both, the appropriate Party shall satisfy the same, including all reasonable attorney's fees and costs.

The Parties agree that where such claims, suits, or actions result from the concurrent negligence of the Parties, the indemnity provisions herein shall be valid and enforceable only to the extent of a Party's own negligence.

It is further understood that no liability shall attach to either Party by reason of entering into this Agreement except as expressly provided herein.

Obligations under this section shall survive the expiration or termination of this Agreement.

SECTION 9. NO THIRD-PARTY BENEFICIARY.

Pierce County does not intend by this Agreement to assume any contractual obligations to anyone other than the City of Buckley, and the City does not intend by this Agreement to assume any contractual obligations to anyone other than the County. The County and the City do not intend that there be any third-party beneficiary to this Agreement.

SECTION 10. INSURANCE.

The County maintains a comprehensive self-insurance program that is funded to pay claims, judgements, and settlements for which the County is found to be wholly or partially responsible.

The City is a member of a self-insured risk management pool formed pursuant to Chapter 48.62 RCW which provides its members with insurance coverage and is funded to pay claims, judgements, and settlements for which the City is found to be wholly or partially responsible.

Evidence of coverage shall be delivered to each of the Parties prior to the execution of this Agreement. It is the responsibility of each Party to ensure a valid certificate of coverage is in effect at all times

throughout the course of this Agreement. If the insurance programs for either party is modified, the party needs to continue to provide proof of coverage in whatever form the coverage takes.

SECTION 11. MODIFICATION.

Any amendments to this agreement must be in writing and signed by all parties.

SECTION 12. ENTIRE AGREEMENT.

This written agreement constitutes the entire agreement between the parties and supersedes any prior oral statements, discussions, or understandings between the parties.

SECTION 13. TERM OF AGREEMENT.

This agreement shall become effective November 1, 2024, and remain in effect through October 31, 2025. It shall automatically renew on January 1 of each calendar year thereafter, to extend no later than October 31, 2029, unless either party chooses to terminate the agreement by providing ninety (90) days written notice of termination.

SECTION 14. OPERATIONAL ISSUES.

Both parties recognize that any response may have many serious operational matters, which attend each individual call. These issues are separately covered in the Pierce County Sheriff's Department Specialized Services Protocols which are set forth in "Exhibit B", which is attached hereto and made a part hereof. The protocols involve issues such as criteria for mobilization of the SWAT Team, authority to determine size of response, handling of media, SWAT command, miscellaneous costs due to damage, cost of meals, etc.

SECTION 15. INDEPENDENT CONTRACTOR.

Pierce County, when providing the special services contemplated by the terms of this agreement, is acting as an independent contractor of the City. Pierce County will control the method, means and timing of providing the specialized services, and all County employees shall remain under the supervisory control of the County. The City may, in a given circumstance, exercise direction and control pursuant to R.C.W. 10.93.040.

END OF AGREEMENT; SIGNATURE PAGE IMMEDIATELY FOLLOWING.

**PIERCE COUNTY
CONTRACT SIGNATURE PAGE**

Contract # _____

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2024.

CONTRACTOR:

Contractor Signature _____ Date _____

Title of Signatory Authorized by Firm Bylaws

Name: _____

Address: _____

Mailing

Address: _____

Contact Name: _____

Phone: _____

Fax: _____

PIERCE COUNTY:

Approved As to Legal Form Only:

Prosecuting Attorney _____ Date _____

Recommended:

Finance _____ Date _____

Approved:

Department Director _____ Date _____

(less than \$250,000)

County Executive (over \$250,000) _____ Date _____

EXHIBIT A

Specialized Law Enforcement Services Costs FY2024

| SERVICE | HOURLY RATE | PER CAPITA RATE | PER INCIDENT RATE |
|--|--|--|---|
| <input type="checkbox"/> Major Crimes Investigations | <input type="checkbox"/> \$170/hour per officer (3 hr. minimum) | <input type="checkbox"/> \$1.39 per resident | N/A |
| <input type="checkbox"/> Major Crimes Forensics | <input type="checkbox"/> \$150/hour per officer (3 hr. minimum) | <input type="checkbox"/> \$0.30 per resident | N/A |
| <input type="checkbox"/> Non-Major Crimes Forensics | <input type="checkbox"/> \$150/hour per officer (3 hr. minimum) | N/A | N/A |
| <input type="checkbox"/> Internal Affairs Investigations | <i>Included at no additional cost if the City has a current agreement with the County for Major Crimes Investigations on pre-determined per capita billing basis; service is not available on an hourly or per incident basis.</i> | | |
| <input checked="" type="checkbox"/> Special Weapons & Tactics (SWAT) | N/A | <input type="checkbox"/> \$0.57 per resident | <input checked="" type="checkbox"/> \$16,880 per response |
| <input checked="" type="checkbox"/> Hazardous Devices (Bomb Squad) | <i>No charge for Regional Asset</i> | | |
| <input checked="" type="checkbox"/> Marine Services/Dive | <i>No charge for Regional Asset</i> | | |
| <input checked="" type="checkbox"/> Air Operations | <i>No charge for Regional Asset</i> | | |

The City will indicate in the table above which services are to be provided by the County to the City by and through this agreement; this selection will be indicated by the City placing a mark in the box next to the service title. In the same manner, the City will indicate for each service selected whether the City will be billed by the County for this service on a pre-determined hourly rate, per capita billing basis, or on a per incident billing basis.

CITY OF BUCKLEY:

44

Signature

Date

10/22/24

Kurt Alfano

Name _____

Chief of Police

Title

EXHIBIT B

Specialized Law Enforcement Services Protocols

Air Operations

1. Criteria for Mobilization

The Chief of Police/Agency Contact or his/her designee shall have the authority to request an Air Operations response through the South Sound 911 Dispatch Center. The Air Unit Supervisor, Command Duty Officer (CDO) or his/her designee will receive and approve all Air Operation Request. The Air Operations Supervisor and Pilot in Command (PIC) based on information received and other Conditions (e.g. weather), will determine if a mission can be safely accomplished. (See the Air Support Unit Manual for additional details)

2. Mobilization

The Sheriff or his/her designee in conjunction with the Air Operations Supervisor and Pilot in Command (PIC) shall have the sole authority to determine the nature, size, duration and configuration of any mobilization. (See the Air Support Unit Manual for additional details.)

3. Authority for Stand-down/De-mobilization

The Sheriff, Air Operations Supervisor/PIC shall be the sole authority in determining if a deployment is no longer productive or if the deployment has become too dangerous for pilot, crew or aircraft. When possible, this decision will be done in consultation with the Chief of Police/Agency Contact or his/her designee, who may likewise make a decision to terminate the deployment for any reason.

4. Command

The Air Operations Unit will be commanded by a member of the Pierce County Sheriff's Department. Operational direction for the unit will come from the Air Operations Supervisor. Tactical direction will be from the Incident Commander at the scene of the incident in conjunction with the Air Operations Supervisor/PIC. However, the Chief of Police/Agency Contact, Sheriff or his/her designee retain the authority to discontinue the deployment at their discretion.

5. Information Available to Chief of Police/Agency Contact

The supervisor of the Air Operations Unit/PIC or another person in command shall periodically inform the Chief of Police/Agency Contact or his/her designee of progress in the operation to the extent practical in light of communications availability and tactical considerations.

6. Community Liaison

The Pierce County Sheriff's Department and the utilizing agency shall jointly share the responsibility to liaison with the community both during and after mobilization. Both parties agree to provide necessary personnel for this purpose.

7. *Miscellaneous Costs*

The Pierce County Sheriff's Department shall assume responsibility for damage to their equipment, which may occur coincident to the mobilization and response provided, however, that damage caused by the negligence of any other party shall be the responsibility of that party. Damage which shall occur to property as a consequence of the Air Operations Unit shall be the responsibility of Pierce County.

8. *Media*

The Public Information Officer of the Pierce County Sheriff's Department shall be the contact person for handling news media inquiries during the course of the mobilization and while the unit is deployed. This contact will be made, whenever possible, after consultation with the Chief of Police/Agency Contact or his/her designee. When the unit is no longer deployed, responsibility for news media contact will remain with the Chief of Police/Agency Contact unless the Chief/Agency Contact requests and the Sheriff approves that the Sheriff's Department Public Information Officer will continue as liaison.

Hazardous Devices Unit

1. Criteria for Mobilization

The Chief of Police/Agency Contact or his/her designee shall have the authority to request a Hazardous Devices Unit response. The County shall provide a person or persons to whom the request will be made. Response will be made unless the Command Duty Officer/designee or Hazardous Devices Unit supervisor determines, based on information received and other conditions (e.g. exceptional character of the device), that mobilization would create undo danger or not serve as a bona fide law enforcement purpose related to standard use of the Hazardous Devices Unit.

2. Mobilization

The Hazardous Devices Unit supervisor shall have the sole authority to determine the nature, size, duration and configuration of any mobilization.

3. Authority for Stand-down/De-mobilization

The Hazardous Devices Supervisor shall have the sole authority to determine the nature, size, and duration of any Hazardous Devices Unit mobilization. This will be done in consultation with the Chief of Police or his/her designee.

4. Command

The Hazardous Devices Unit will be commanded by a member of the Pierce County Sheriff's Department. Operational direction for the unit will come from the person in command at the scene of the incident. However, the Chief of Police/Agency Contact or his designee will have authority to discontinue the deployment.

5. Information Available to Chief/Agency Contact

The supervisor of the Hazardous Devices Unit or another person in command shall be expected to periodically inform the Chief of Police/Agency Contract or his/her designee of progress in the operation to the extent practical in light of communications availability and tactical considerations.

6. Community Liaison

The Pierce County Sheriff's Department and the City Police Department/Agency shall jointly share the response of liaison with the community both during and after mobilization. Both parties agree to provide necessary personnel to be available for contacts with the community.

7. Miscellaneous Costs

The Pierce County Sheriff's Department shall assume responsibility for damage to their equipment, which may occur coincident to the mobilization and response provided, however, that damage caused by the negligence of any other party shall be the responsibility of that party. Damage which shall occur to property as a consequence of the Hazardous Devices Unit (e.g. damage to suspicious packages, damage due to primary or secondary devices) shall not be the responsibility of Pierce County.

8. Media

The Public Information Officer of the Pierce County Sheriff's Department shall be the contact person for handling news media inquiries during the course of the mobilization while the Unit is deployed. This contact will be made, whenever possible, after consultation with the Chief of Police/Agency Contact or his/her designee. When the unit is no longer deployed, responsibility for news media contact will rest with the Chief of Police/Agency Contact unless the Chief requests and the Sheriff approves that the Sheriff Department Public Information Officer will continue as liaison.

SWAT

1. Command

The SWAT Team will be commanded by a member of the Pierce County Sheriff's Department. No other person shall provide command regardless of their rank or position. Provided, however, that the Chief of Police/Agency Contact or his/her or designee shall have the authority to require the discontinuance of the deployment of the SWAT Team.

2. Command Post

The configuration of the Command Post will be determined by the SWAT Commander. Consideration will be made to include the Chief of Police/Agency Contact or his/her designee.

3. Criteria for Mobilization

The Chief of Police or his/her designee shall have the authority to request a SWAT response. The County shall provide a person or persons to whom the request may be made. Response shall be made unless the SWAT Commander determines, based upon the information received, that mobilization of the SWAT Team would create undo danger and would not serve any bona fide law enforcement purpose related to standard use of SWAT.

4. Mobilization

The SWAT commander shall have the sole authority to determine the nature, size, duration and configuration of any mobilization.

5. Authority for Stand down/De-mobilization

The SWAT Commander shall have the sole authority to determine issues of Stand down or de-mobilization; provided however that the Chief of Police/Agency Contact or his/her designee shall have the authority to require the discontinuance of the SWAT response.

6. Community Liaison

The Pierce County Sheriff's Department and the City/Agency police department shall jointly share the response of liaison with the community both during and after a SWAT mobilization. Both parties agree to provide all necessary personnel to be available for community meetings or other necessary contacts with the community.

7. Miscellaneous Costs

The Pierce County Sheriff's Department shall assume responsibility for damage to their equipment firearms and gear which shall occur coincident to the SWAT call, mobilization and response; provided, however, that damage caused by the negligence of any other party shall be the responsibility of that party. Damage which shall occur to property as a consequence of the SWAT call (e.g. damage to doors in entry, damage due to discharge of weapons, flash devices, or other explosives, etc.) Shall be the responsibility of the Pierce County Sheriff's Department. The City/Agency shall be responsible for any cost involved in providing meals, lodging or the mobilization of the SWAT Team.

8. Media

The Public Information Officer of the Pierce County Sheriff's Department shall be the contact person for handling all media inquiries during the course of mobilization and shall coordinate all response to the media relative to the SWAT call. This contact will be made, whenever possible, after consultation with the Chief of Police/Agency Contact or his/her designee.

When the unit is no longer deployed, responsibility for news media contact will rest with the Chief of Police/Agency Contact unless the Chief requests that the Sheriff Department Public Information Officer will continue as liaison.

CANINE (K-9)

1. Criteria for Mobilization

The Chief of Police/Agency Contact or his/her designee shall have the authority to request a K-9 Unit response. The County shall provide a person or persons to whom the request will be made. Response will be made unless the Command Duty Officer/designee or K-9 Unit deputy determines, based on information received and other conditions (e.g. inordinate danger to the dog), that mobilization would create undo danger or not serve as a bona fide law enforcement purpose related to standard use of the K-9 Unit.

2. Mobilization

The K-9 Unit deputy shall have the sole authority to determine the nature, size, duration and configuration of any mobilization.

3. Authority for Stand-down/De-mobilization

The K-9 Unit deputy shall have the sole authority to determine the nature, size, duration of any K-9 Unit de-mobilization. This will be done in consultation with the Chief of Police/Agency Contact or his/her designee.

4. Command

The K-9 Unit deployment will be commanded by a member of the Pierce County Sheriff's Department. Operational direction for the unit will come from the person in command at the scene of the incident. However, the Chief of Police/Agency Contact or his designee will have authority to discontinue the deployment.

5. Information Available to Chief

The K-9 Unit will be deployed in conjunction with units of the requesting agency. The report generated by the K-9 Unit deployed will be available to the requesting agency.

6. Community Liaison

The Pierce County Sheriff's Department and the City Police Department/Agency shall jointly share the response of liaison with the community both during and after mobilization. Both parties agree to provide necessary personnel to be available for contacts with the community.

7. Miscellaneous Costs

The Pierce County Sheriff's Department shall assume responsibility for damage to equipment and any injury to dog which occurs co-incident to the mobilization and deployment; provided, however, that damage caused by the negligence of any other party shall be the responsibility of that party.

Damage which shall occur to property as a consequence of the K-9 deployment (e.g. broken fences) shall be the responsibility of the Pierce County Sheriff's Department.

Liability arising from deployment of the K-9 unit including dog bites will be shared by Pierce County and the requesting agency.

8. *Media*

The Public Information Officer of the Pierce County Sheriff's Department shall be the contact person for handling news media inquiries during the course of the mobilization while the Unit is deployed. This contact will be made, whenever possible, after consultation with the Chief of Police /Agency Contact or his/her designee. When the unit is no longer deployed, responsibility for news media contact will rest with the Chief of Police/Agency Contact unless the Chief requests and the Sheriff approves that the Sheriff Department Public Information Officer will continue as liaison.

Marine Services Unit

1. Criteria for Mobilization

The Chief of Police/Agency Contact or his/her designee shall have the authority to request a Marine Services Unit response. The County shall provide a person or persons to whom the request will be made. Response will be made unless the Command Duty Officer or his/her designee determines, based on information received and other conditions (e.g. weather), that mobilization would create undue danger or would not serve a bona fide law enforcement purpose related to standard use of the Marine Services Unit.

2. Mobilization

The Marine Services Unit supervisor or his/her designee shall have the sole authority to determine the nature, size, duration and configuration of any mobilization.

3. Authority for Stand Down/Demobilization

The Marine Services Unit supervisor shall have the sole authority to determine the nature, size and duration of any Marine Services Unit de-mobilization. This will be done in consultation with the Chief of Police/Agency Contact or his/her designee.

4. Command

The Marine Services Unit will be commanded by a member of the Pierce County Sheriff's Department. Operational direction for the unit will come from the person in command at the scene of the incident. However, the Chief of Police/Agency Contact or his/her designee will have authority to discontinue the deployment.

5. Information Available to Chief or Agency Contact

The supervisor of the Marine Services Unit shall be expected to periodically inform the Chief of Police/Agency Contact or his/her designee of progress in the operation to the extent practical in light of communications availability and tactical considerations.

6. Community Liaison

The Pierce County Sheriff's Department and the City Police Department/Agency shall jointly share the response of liaison with the community both during and after mobilization. Both parties agree to provide necessary personnel to be available for contacts with the community.

7. Miscellaneous Costs

The Pierce County Sheriff's Department shall assume responsibility for damage to its equipment, which may occur coincident to the mobilization and response provided. However, that damage caused by the negligence of any other party shall be the responsibility of that party. Damage which shall occur to property as a consequence of the Marine Services Unit shall be the responsibility of Pierce County.

8. Media

The Public Information Officer of the Pierce County Sheriff's Department shall be the contact person for handling news media inquiries during the course of the mobilization while the Marine

Services Unit is deployed. This contact will be made, whenever possible, after consultation with the Chief of Police/Agency Contact or his/her designee. When the unit is no longer deployed, responsibility for news media contact will rest with the Chief of Police/Agency Contact unless the Chief/Contact requests and the Sheriff approves that the Sheriff Department Public Information Officer will continue as liaison.

Dive Team

1. Criteria for Mobilization

The Chief of Police/Agency Contact or his/her designee shall have the authority to request a Dive Team Response. The County shall provide a person or persons to whom the request will be made. Response will be made unless the Command Duty Officer/designee or determines, based on information received and other conditions, that mobilization would create undo danger or not serve as a bona fide law enforcement purpose related to standard use of the Dive Team.

2. Mobilization

The Dive Team Commander or his/her designee, shall have the sole authority to determine the nature, size, duration and configuration of any mobilization.

3. Authority for Stand-down/De-mobilization

The Dive Team Commander, or his/her designee shall have the sole authority to determine if a deployment is no longer productive or if the deployments' risks outweigh the benefit of the operation. When possible, this decision will be done in consultation with the Chief of Police/Agency Contact or his/her designee. The Chief of Police/Agency Contact or his/her designee may likewise make the decision to terminate the deployment of the Dive Team and may do so irrespective of reason.

4. Command

The Dive Team will be commanded by a member of the Pierce County Sheriff's Department. Operational direction for the unit will come from the person in command at the scene of the incident. However, the Chief of Police/Agency Contact or his designee will have authority to discontinue the deployment.

5. Information Available to Chief or Agency Contact

The Dive Team Commander, or his/her designee, shall be expected to periodically inform the Chief of Police/Agency Contact or his/her designee of the progress of the operation to the extent it is practical in light of communications available and tactical considerations.

6. Community Liaison

The Pierce County Sheriff's Department and the City Police Department/Agency shall jointly share the response of liaison with the community both during and after mobilization. Both parties agree to provide necessary personnel to be available for contacts with the community.

7. Miscellaneous Costs

The Pierce County Sheriff's Department shall assume responsibility for damage to their Equipment which may occur coincident to the mobilization and response provided, however, that damage caused by the negligence of any other party shall be the responsibility of that party. Damage which shall occur to property as a consequence of the Dive Team shall be the responsibility of Pierce County.

The jurisdiction requesting Dive Team response shall be responsible for any cost involved in providing meals, lodging, or the mobilization of the Dive Team.

8. *Media*

The Public Information Officer of the Pierce County Sheriff's Department shall be the contact person for handling news media inquiries during the course of the mobilization while the Dive Team is deployed. This contact will be made, whenever possible, after consultation with the Dive Team Commander and/or the Chief of Police/Agency Contact or his/her designee.

When the unit is no longer deployed, responsibility for news media contact will rest with the Chief of Police/Agency Contact unless the Chief/Agency Contact requests and the Sheriff approves that the Sheriff Department Public Information Officer will continue as liaison.

Major Crime Investigations

Jurisdictions which choose the "hourly" costing model will be able to request major crimes investigations at the hourly rate noted on the basis of resources available.

Jurisdictions which choose the "per capita" costing model in this area will be accessing response to homicides or aggravated assaults likely to become homicides.

1. Criteria for Mobilization

The Chief of Police/Agency contact or his/her designee shall have the authority to request a major crime investigation. The County shall provide a person or persons to whom the request will be made.

2. Mobilization

The commander of Criminal Investigations or his/her designee shall have the sole authority to determine the nature, size, duration and configuration of any mobilization.

3. Authority for Stand-down/De-mobilization

The Commander of Criminal Investigations or his/her designee shall have the sole authority to determine the nature, size, duration of any major crime investigation. This will be done in consultation with the Chief of Police/Agency Contact or his/her designee.

4. Command

The major crime investigation will be commanded by a member of the Pierce County Sheriff's Department. Operational direction for the unit will come from the person in command at the scene of the incident. However, the Chief of Police/Agency Contact or his designee will have authority to discontinue the deployment.

5. Information Available to Chief

The commander of Criminal Investigations or lead detective shall be expected to periodically inform the Chief of Police/Agency Contact or his/her designee of progress in the operation to the extent practical in light of communications availability and tactical considerations.

6. Community Liaison

The Pierce County Sheriff's Department and the City Police Department/Agency shall jointly share the response of liaison with the community both during and after the investigation. Both parties agree to provide necessary personnel to be available for contacts with the community.

7. Miscellaneous Costs

The Pierce County Sheriff's Department shall assume responsibility for damage to their equipment, which may occur coincident to the mobilization and response provided, however, that damage caused by the negligence of any other party shall be the responsibility of that party. Damage which shall occur to property as a consequence of the unit shall be the responsibility of Pierce County. Costs associated with extra-ordinary forensic analysis will be negotiated with the Chief of Police/Agency Contact.

8. *Media*

Media relations on major criminal investigations will be jointly handled by the Chief/Agency Contact and the Sheriff's Department Public Information Officer with agreement between parties as to primary contact. Contact with the media by the Sheriff's Department Public Information Officer, when such contact is made will be made, whenever possible, after consultation with the Chief of Police/Agency Contact or his/her designee.

Internal Affairs

1. Criteria for Requesting an Internal Affair's Investigation or Assistance in conducting an Internal Investigation

The Chief of Police/Agency Contact or his/her designee shall have the authority to request an Internal Affairs investigation by contacting the IA Supervising Lieutenant, or designated Detective Sergeant in the absence of the Lieutenant, to make a formal written request documenting the justification and reason for the request.

2. Mobilization

The Sheriff or his/her designee in conjunction with the IA Investigations Supervisor shall have the sole authority to determine the nature, size, duration and configuration of any investigation. (See the Sheriff's Department Lexipol Policy regarding Internal Investigations Procedures.)

3. Authority for Completion of an Investigation

The Sheriff or his/her designee shall be the sole authority in determining if an investigation is no longer productive or is completed to meet the standards accepted by the Sheriff's Department. When possible, this decision will be done in consultation with the Chief of Police/Agency Contact or his/her designee, who may likewise make a decision to accept the investigatory files as presented by the Internal Affairs Unit.

4. Conclusion of Investigation

The Internal Investigations Unit will provide documentation of their investigation in a timely manner to the Chief of Police/Agency Contact or his/her designee to include all data and investigative summaries. Internal Affairs does not provide a recommendation based on the data. That responsibility is the sole responsibility of the agency requesting the investigation.

5. Information Available to Chief of Police/Agency Contact

The supervisor of the Internal Affairs Unit shall periodically inform the Chief of Police/Agency Contact or his/her designee of progress in the investigation and timeline for conclusion.

6. Miscellaneous Costs

The Pierce County Sheriff's Department shall assume responsibility for costs arising from the investigation for normally incurring actions such as transcriptions, recordings and investigative field work.

7. Media

The Public Information Officer of the Pierce County Sheriff's Department shall be the contact person for handling news media inquiries during the course of the investigation. This contact will be made, whenever possible, after consultation with the Chief of Police/Agency Contact or his/her designee. When the IA unit is no longer involved, responsibility for news media contact will remain with the Chief of Police/Agency Contact unless the Chief/Agency Contact requests and the Sheriff approves that the Sheriff's Department Public Information Officer will continue as liaison.

E. STAFF REPORTS



CITY OF BUCKLEY FIRE DEPARTMENT STAFF REPORT



October 22, 2024

To: Mayor and City Council
Fr: Eric Skogen, Fire Chief
Cc: Courtney Brunell, City Administrator
Re: 3rd Quarter 2024 Activity Report

The City of Buckley Fire Department wrapped up the 3rd Quarter of 2024 with 398 calls for service. This is a 13% increase compared to the same time period last year when we handled 351 calls for service.

Year to date, the Fire Department has responded to 1,275 incidents. Emergency Medical Services continue to make up the bulk of our call-volume with an average of 4 incidents per day.

While our crews weren't responding to calls for service or performing training, they were participating in a number of community and outreach events. These included conducting various station tours and Daycare visits, the Wilkeson Handcar Races, and National Night Out in both Buckley and Wilkeson.



Several of these events included opportunities to recruit prospective Volunteers, with over a dozen applications being distributed to interested citizens.

The Department also held our first "Women in Fire" recruitment event intended for female citizens interested in serving their community as Firefighters or EMTs.

This highly successful event was made possible by a team of current Female Firefighters and our Grant-Funded Recruitment Coordinator.

On July 1st, the City of Buckley Fire Department added two additional fulltime Firefighter/EMT's to its staff. This was a critical step in working towards providing 24/7/365 staffing at the Fire Station. The addition of a fourth Firefighter is necessary to cover paid time off for these personnel which will allow our community to be served with uninterrupted gaps in staffing at the Fire Station.



Stephen Bair and Matt Holtman joined existing fulltime Firefighter Connor Smith who had worked a 40-hour work week schedule for the last 18 months.

All three of these Firefighters have served the City of Buckley for several years as Volunteers and bring a wealth of knowledge and experience.

Each of these personnel work a 48-hour on, 96-hour off shift and work alongside our contracted Paramedics and Volunteer Firefighters.



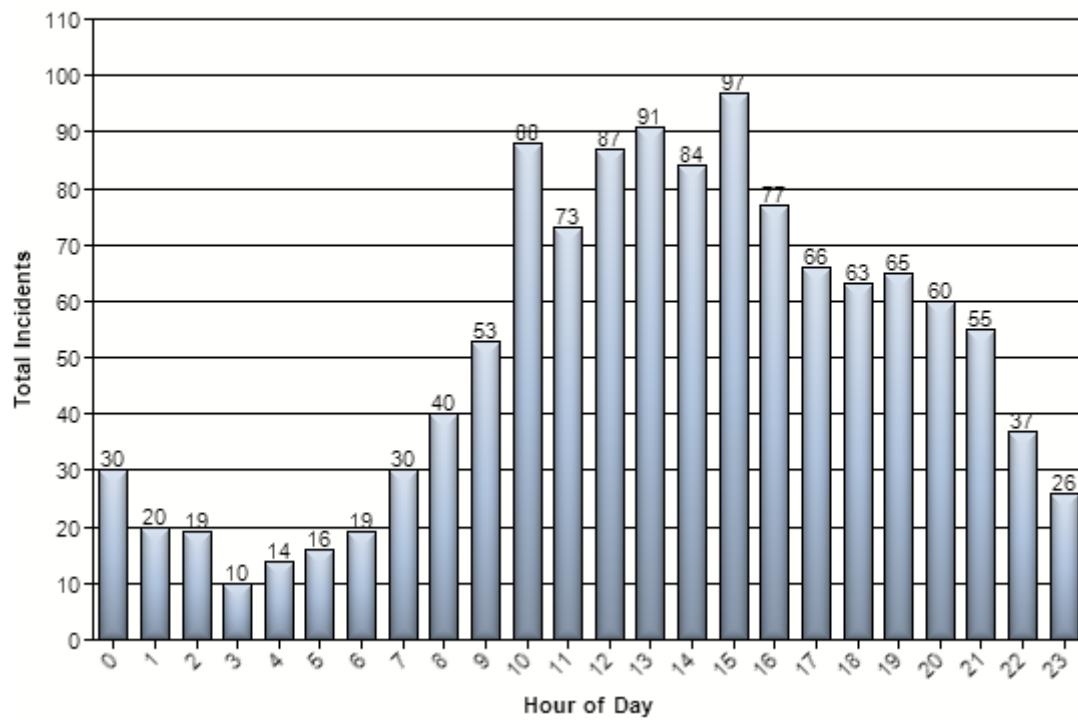
3rd Quarter Incident Detail

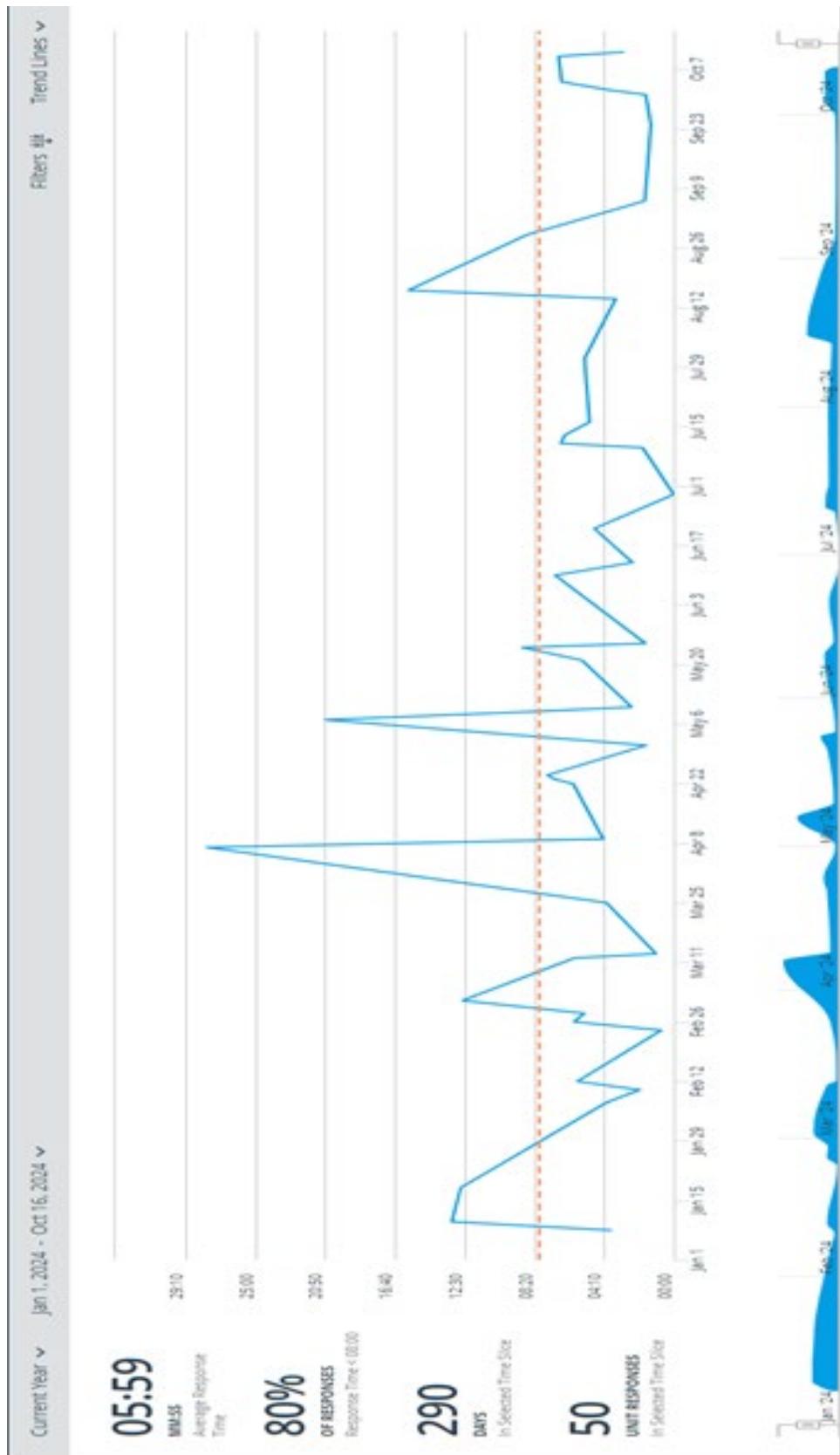
| Incident Type Details | 2024-07-01 | 2024-08-01 | 2024-09-01 | Total |
|--|------------|------------|------------|------------|
| 321 - EMS call, excluding vehicle accident with injury | 87 | 74 | 76 | 237 |
| 611 - Dispatched & canceled en route | 26 | 15 | 17 | 58 |
| 322 - Motor vehicle accident with injuries | 4 | 0 | 5 | 9 |
| 324 - Motor vehicle accident with no injuries. | 2 | 1 | 1 | 4 |
| 200 - Overpressure rupture, explosion, overheat other | 1 | 0 | 0 | 1 |
| 111 - Building fire | 4 | 1 | 0 | 5 |
| 140 - Natural vegetation fire, other | 2 | 0 | 0 | 2 |
| 320 - Emergency medical service incident, other | 6 | 4 | 5 | 15 |
| 500 - Service Call, other | 3 | 1 | 2 | 6 |
| 440 - Electrical wiring/equipment problem, other | 1 | 1 | 0 | 2 |
| 700 - False alarm or false call, other | 3 | 6 | 6 | 15 |
| 141 - Forest, woods or wildland fire | 2 | 0 | 0 | 2 |
| 743 - Smoke detector activation, no fire - unintentional | 1 | 1 | 0 | 2 |
| 142 - Brush or brush-and-grass mixture fire | 1 | 1 | 0 | 2 |
| 554 - Assist invalid | 1 | 1 | 0 | 2 |
| 311 - Medical assist, assist EMS crew | 3 | 2 | 1 | 6 |
| 520 - Water problem, other | 1 | 0 | 0 | 1 |
| 100 - Fire, other | 2 | 0 | 0 | 2 |
| 143 - Grass fire | 1 | 0 | 0 | 1 |
| 735 - Alarm system sounded due to malfunction | 1 | 0 | 1 | 2 |
| 381 - Rescue or EMS standby | 1 | 0 | 1 | 2 |
| 745 - Alarm system activation, no fire - unintentional | 1 | 0 | 0 | 1 |
| 162 - Outside equipment fire | 1 | 0 | 0 | 1 |
| 341 - Search for person on land | 1 | 0 | 0 | 1 |
| 730 - System malfunction, other | 0 | 3 | 0 | 3 |
| 744 - Detector activation, no fire - unintentional | 0 | 1 | 1 | 2 |
| 510 - Person in distress, other | 0 | 2 | 1 | 3 |
| 151 - Outside rubbish, trash or waste fire | 0 | 1 | 0 | 1 |
| 733 - Smoke detector activation due to malfunction | 0 | 1 | 2 | 3 |
| 561 - Unauthorized burning | 0 | 1 | 0 | 1 |
| 600 - Good intent call, other | 0 | 1 | 0 | 1 |
| 444 - Power line down | 0 | 1 | 0 | 1 |
| 400 - Hazardous condition, other | 0 | 0 | 1 | 1 |
| 622 - No incident found on arrival at dispatch address | 0 | 0 | 1 | 1 |
| 550 - Public service assistance, other | 0 | 0 | 1 | 1 |
| 531 - Smoke or odor removal | 0 | 0 | 1 | 1 |
| Total | 156 | 119 | 123 | 398 |

Total Calls by District

| District | 2024-07-01 | 2024-08-01 | 2024-09-01 | Total |
|--------------------------------|------------|------------|------------|------------|
| City of Buckley | 104 | 76 | 80 | 260 |
| Out of District | 30 | 24 | 23 | 77 |
| Town of Wilkeson | 6 | 6 | 4 | 16 |
| Greenwater Fire District | 8 | 9 | 8 | 25 |
| Crystal Mountain Fire District | 1 | 1 | 2 | 4 |
| Town of Carbonado | 5 | 2 | 4 | 11 |
| Mount Rainier National Park | 2 | 1 | 2 | 5 |
| Total | 156 | 119 | 123 | 398 |

Hourly Breakdown of Incidents





2025 Legislative Priorities

City of Buckley, WA - Pierce County, 31st Legislative District

Draft 10/10/2024



Priority # 1

We ask that the State Legislature consider the following:

Public Safety

Support efforts to prevent and address juvenile crime, including expansion of juvenile behavioral health treatment capacity and state correctional capacity.

Enhance officer training through continued state funding of 100% of Basic Law Enforcement Academy (BLEA) costs; and expansion of existing regional academies and establishing new regional academies; and replacement the outdated Criminal Justice Training Center (CJTC) main facility.

Increase funding to meet local public safety needs including additional direct state funding opportunities and enhancing the existing local public safety sales tax and allowing for councilmanic implementation.

Support creation of programs designed to improve law enforcement retention, such as state supported law enforcement officer wellness and injury prevention programs.

Priority # 2

Miller Park

We ask that as the Legislature fully fund the Community Outdoor Athletic Facilities Recommendation to include funding in support of the Miller Park Project.

We request that the Legislature consider an additional direct appropriation of \$450,000 to support the development of the first community park in the City of Buckley, the City Council's top priority as identified in the Parks, Recreation, and Open Space (PRO) Plan. This 3-acre park will feature an ADA-compliant playground, accessible walking paths, picnic shelters, and various landscaping and park furnishings, creating a welcoming space for all residents to gather and connect. The park will serve as a vital community hub, offering recreational opportunities for people of all ages and abilities, with beautiful views of the mountain.

Priority # 3

Local Revenue

Revise Marijuana Excise Tax disbursements so cities with retail locations collect tax based on actual gross sales within the City rather than population.

We request that the Legislature amend RCW 43.63A.135, which governs the Youth Recreation (Indoor) Facilities grant program. The current prioritization language has led the Department of Commerce to exclude public agencies from applying. Expanding access to this funding for all eligible providers would enable more services and resources to reach local communities, supporting the development of sustainable programs and facilities in areas like Buckley.

Legislative Priorities Committee adopted recommendations to the AWC Board of Directors for the 2025 Legislative Agenda

Priority Issues

1. Fiscal Sustainability

- Revise the property tax cap to tie it to inflation, up to 3%, so that local elected officials can adjust the local property tax rate to better serve their communities.

2. Public Safety

- Support efforts to prevent and address juvenile crime, including expansion of juvenile behavioral health treatment capacity and state correctional capacity.
- Enhance officer training through continued state funding of 100% of Basic Law Enforcement Academy (BLEA) costs; and expansion of existing regional academies and establishing new regional academies; and replacement the outdated Criminal Justice Training Center (CJTC) main facility.
- Increase funding to meet local public safety needs including additional direct state funding opportunities and enhancing the existing local public safety sales tax and allowing for councilmanic implementation.
- Support creation of programs designed to improve law enforcement retention, such as state supported law enforcement officer wellness and injury prevention programs.

3. Infrastructure investment

- Advocate for direct and meaningful investments in traditional local infrastructure (such as drinking water, wastewater, and stormwater systems) for operations and maintenance of aging systems, including expanded and reliable funding for the Public Works Assistance Account.
- Support sustainable state transportation revenue that provides funding for local preservation, maintenance, and operations including direct distributions to cities and town in addition to grant opportunities.
- Develop new fiscal tools to build infrastructure to support housing development and growth including increased funding for the Connecting Housing and Infrastructure Program (CHIP).
- Expand cities' ability and flexibility to use REET for additional capital needs including maintenance as well as to support affordable housing. Pursue other flexibility options including additional REET authority, harmonizing REET 1 & 2, and the ability to set a progressive rate model similar to the one the state has adopted.

4. Increase behavioral health treatment capacity statewide

- Expand funding for grants to establish and support ongoing funding for local behavioral health crisis co-responder programs. Support additional training and certification and workforce development for co-responders.
- Seek increased investments in community behavioral health treatment funding – both capital start-up and operational expenses; support expansion of continuum of treatment capacity, from crisis stabilization to inpatient to outpatient; support

continued expansion of forensic behavioral health treatment capacity; support additional mental health support for students

Significant Issues

1. Indigent defense

- The State Supreme Court is considering new reduced case load standards for indigent defense. Cities support a separate and more detailed analysis of the current state of indigent defense for misdemeanor cases to determine what changes in the standard are warranted. Cities also seek enhanced state funding for indigent defense.

2. Organized retail theft

- Support additional prosecutorial and law enforcement resources to address retail theft.

3. Increasing housing supply

- Support Real Estate Transfer Tax dedicated to funding affordable housing.
- Explore new funding options for needs along the housing continuum, including home ownership and senior housing
- Explore dedication of existing revenues to housing purposes including insuring that funding is available for small and medium-sized cities and towns in both eastern and western Washington.

4. Incentivize condominium construction

- Work with coalition to support further progress in the development of condominiums. Seek a study of liability issues to develop recommendations to address barriers to construction of new condominiums.

5. Preserve manufactured home parks

- Advocate for more funding to support tenant acquisition of manufacture home parks including extending the existing 70-day purchase window.
- Expand CHIP program to cover septic conversions in parks.

6. Fish passage

- Support inclusion of local fish barrier correction investments in any state transportation investments.
- Support full funding of Brian Abbott Fish Barrier Board list.

7. Homelessness response

- Support encampment resolution work in cities and private lands. Advocate for increased state funding for encampment removal on local right of ways.
- Support increased state investment in emergency and transitional housing.

8. Product stewardship for packaging (WRAP Act)

- Support proposals to establish a product stewardship framework for packaging to reduce the impact on local solid waste programs.

9. Reduce city liability exposure

- Protect against liability expansion and new policies that would drive additional claims and litigation increasing costs especially in the area of law enforcement and public safety, and human resources.

- Explore tort reforms that would reduce liability and related costs for cities particularly in the area of traffic related claims.

10. Public records

- Continue to pursue updates to the Public Records Act (PRA) to reduce the impacts of vexation litigation.

11. Nutrient General Permit

- Continue effort to gain state support for investments to update Marine Dissolved Oxygen Criteria last set in 1967.

12. Increase availability of affordable and accessible childcare

- Support efforts to increase affordable childcare access statewide, including reducing barriers for providers; construction of new facilities, increasing workforce development, increasing access for state subsidized childcare slots, and efforts to increase childcare availability in rural areas.

Support issues

1. Tax code structural changes

- Support efforts to review and revise both state and local tax structures such that they rely less on regressive revenue options. Changes to the state tax structure should not negatively impact cities' revenue authority and should allow cities revenue flexibility to address their community's needs.

2. Therapeutic Courts, Community Courts, Diversion Programs

- Support continued and expanded operational grant funding, as well as dedicated ongoing operational funding for municipal therapeutic courts, community courts, and diversion programs.

3. Gun Violence

- Support efforts to reduce gun violence including additional local options for regulation of firearms in certain public spaces.

4. Behavioral health workforce

- Support efforts to increase behavioral health workforce, including additional training opportunities for co-responders.

5. B&O Tax on royalties

- Support clarification of how to apply B&O taxes to business revenue related to royalties.

6. Asylum seeker and migrant assistance

- Advocate for support for additional assistance for arriving migrants and asylum seekers including centralize state efforts to provide case management resources. Support efforts to reduce impacts on cities that are experiencing high-numbers of unsupported asylee and migrant arrivals.

7. Balancing employee leave and benefits requirements

- Seek opportunities to balance costs and reduce unintended impacts on employers from expansion of leave laws and other proposed employee benefit enhancements.

8. Public meetings

- Explore Open Public Meeting Act (OPMA) updates to help address the trend of increasing disruptive activities and hate speech during public meetings.

9. Emergency management and response

- Expand support to cities for prevention, planning, response, and recovery for wildfire and other natural disasters.
- Provide 100% reimbursement to cities that provide fire fighting support for state wildland fire deployments. Currently, the state only provides 70-75% reimbursement which disincentivizes city fire service participation.

10. First responder mental wellness

- Support efforts to increase programs to improve first responder mental well-being and evaluate current approach to workers compensation claims to focus on prevention and return to work options and reduction of PTSD claims. Evaluate the process for responding to PTSD claims to improve outcomes.

11. Elections

- Support policies that preserve community decision-making and input regarding how local elections are administered.

12. Increase digital equity and accessibility statewide

- Advocate for statewide funding that supports affordable connectivity.
- Support policies that increase digital literacy and adoption.

13. Electrical grid stability

- Support policies that enhance stability and productivity of the electrical grid as electrification of transportation and other arenas increases demand.

14. Increase tools for annexation

- Create new financial incentives to encourage municipal annexations

15. Ensure better coordination of development standards in unincorporated UGAs and cities to facilitate future annexations

- Require county to apply city development standards in unincorporated UGA to facilitate future annexations.

16. Amend the Involuntary Treatment Act (ITA)

- Explore efforts to reform the Involuntary Treatment Act to allow for expanded use of ITA holds for individuals who consistently refuse necessary treatment.

17. Firefighter safety and electrification response

- The increase in electrification including electric vehicles (EV) and electric storage systems (ESS) has created new challenges for the fire service. Support efforts to provide new and increased training on best practices for responding to EV and ESS fires.

18. State Crime Lab

- Increase resources for the state crime lab to ensure timely processing of evidence.