



City of Tukwila
**Community Services
 and Safety Committee**

- ◆ Kate Kruller, Chair
- ◆ Thomas McLeod
- ◆ Cynthia Delostrinos Johnson

Distribution:
 K. Kruller
 T. McLeod
 C. Delostrinos Johnson
 D. Quinn
 Mayor Ekberg
 D. Cline
 R. Bianchi
 C. O'Flaherty
 A. Youn
 L. Humphrey

AGENDA

MONDAY, APRIL 27, 2020 – 5:30 PM

~~FOSTER CONFERENCE ROOM
 (6300 Building, Suite 100)~~

**THIS MEETING WILL NOT BE CONDUCTED AT CITY FACILITIES
 BASED ON THE GOVERNOR'S PROCLAMATION 20-28.**

**THE PHONE NUMBER FOR THE PUBLIC TO LISTEN TO THIS
 MEETING IS: 1-253-292-9750, Access Code 597405828#**

Item	Recommended Action	Page
1. BUSINESS AGENDA		
a. An Interlocal Agreement with the South King County Fire Training Consortium. <i>Jay Wittwer, Fire Chief</i>	a. Forward to 5/4 Consent Agenda.	Pg.1
b. A resolution adopting an addendum to the Valley Special Weapons and Tactics (SWAT) Interlocal Cooperative Agreement. <i>Bruce Linton, Police Chief</i>	b. Forward to 5/11 C.O.W. and 5/18 Regular Mtg.	Pg.37
c. Approve purchase of licensing for mResilience, a resiliency and stress management application for smart phones. <i>(Unbudgeted—seizure funds with no impact to the General Fund).</i> <i>Eric Drever, Deputy Police Chief</i>	c. Committee consideration/ decision.	Pg.55
d. A briefing on Seattle City Light pole yard. <i>Rachel Bianchi, Deputy City Administrator</i>	d. Discussion only.	Pg.63
e. Census 2020 and Community Connectors update. <i>Niesha Fort-Brooks, Community Engagement Manager</i>	e. Discussion only.	Pg.65
f. 2020 Committee Work Plan. <i>Laurel Humphrey, Council Analyst</i>	f. Discussion only	Pg.67
2. MISCELLANEOUS		

Next Scheduled Meeting: May 11, 2020



The City of Tukwila strives to accommodate individuals with disabilities.

Please contact the City Clerk's Office at **206-433-1800** (TukwilaCityClerk@TukwilaWA.gov) for assistance.



INFORMATIONAL MEMORANDUM

TO: Tukwila City Council
FROM: Jay C. Wittwer, Fire Chief
BY: Jay C. Wittwer, Fire Chief
CC: Allan Ekberg, Mayor and David Cline, City Administrator
DATE: 04/20/2020

SUBJECT: Renew Interlocal Agreement with partners within the Fire Training Consortium

ISSUE

The Tukwila Fire Department (TFD) is part of the South King County Fire Training Consortium (SKCFTC). The Fire Department is presenting this interlocal agreement (ILA) to the City Council seeking approval. This ILA is renewing for the period of three (3) years, 2020 to 2022.

BACKGROUND

Approximately six (6) years ago, four (4) fire agencies located in South King County formed a training consortium. This consortium has grown since that time and to date there are thirteen (13) member agencies. It is now time to renew this ILA. The document is attached to this memo, along with the past ILA that covered the period from 2017-2019

DISCUSSION

The Fire Department has brought this current ILA before the city council to first review and second to receive approval to move it forward to the consent agenda. The benefits of the consortium far out-weighs the cost associated with membership. Each time a new ILA is brought before the city council it is highlighted that this training delivery is the "best practice", not only in this region, but is modeled by many across the nation. The firefighters who are members of the consortium receive the same instruction, a high level of training and a cost-effective training delivery that equals to a higher level of safety for the firefighters. This leads to a safer community.

FINANCIAL IMPACT

The impact of membership to the fire department brings a cost savings by being a part of the training consortium. The over all dollar cost varies year to year, depending on a few factors. TFD does supply training officers to offset the out of pocket costs, that amount is \$248K. The number of total firefighters being trained, cost effective measures and economy of scale have all lead to a reduction in operating costs over the past six (6) years. The additional cost for TFD, beyond the two officers, has gone from \$52,000 per year to the current rate of \$14,000 per year.

RECOMMENDATION

TFD is requesting this ILA is reviewed and moved forward to the May 4, 2020 consent agenda.

ATTACHMENTS

2020 – 2023 ILA
2017 – 2020 ILA
2 SKCFTC Budget Documents

South King County Fire Training Consortium (Interlocal Agreement)

This agreement is made and entered into by and between the undersigned municipal corporations, collectively referred to as “Agency” or “Agencies.”

RECITALS

1. This agreement is entered into in conformity with chapter 39.34 RCW, the Interlocal Cooperation Act.
2. The Agencies currently each maintain and operate their own fire departments to provide emergency responder services, including fire protection, fire suppression, and emergency medical services and non-emergent medical care in their respective areas.
3. It is recognized that the Agencies have staff that are performing similar tasks, on a daily basis, and that have varied talents, skills, and expertise; and by allowing the staff to coordinate and collaborate, the skills and abilities of the individuals could be used in a manner that increases the level and efficiency of training.
4. The Agencies desire to provide training at the highest possible level while managing the costs by eliminating duplication of effort and/or expenses where feasible and making the most effective use of combined resources.
5. The Agencies have concluded that collaboration based on equal participation would provide the highest level of training with the least duplication and cost and allow for the completion of functions not possible within current funding.
6. The South King County Fire Training Consortium has adopted the following Mission and Vision Statements:
 - a. **Mission:** Develop and deliver superior training to improve performance and safety.
 - b. **Vision:** Unify and enhance regional training that improves operational consistency, implements industry best practices and promotes a shared culture of excellence.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and benefits contained herein, it is agreed between the Agencies as follows:

1. **Purpose and Scope of Agreement.** The purpose and scope of this Agreement is to maintain a Training Consortium to enable joint training activities and operations. Each Agency shall retain full authority for and jurisdiction over fire protection, prevention and suppression, emergency medical services, boundaries, elections, and budgets and all other matters not specifically addressed in this Agreement.
2. **Governing Structure of Training Consortium**

2.1. Administrative Board.

- (a) The Administrative Board shall be composed of the Fire Chief or Administrator of each Agency to this Agreement. The Administrative Board shall be responsible for:
 - (i) Overseeing administration of the fiscal arrangements as set forth in this Agreement (“Fiscal Agent”);
 - (ii) Directing, guiding and overseeing the actions of the Operations Board.
 - (iii) Implementing the recommendations of the Training Chief; and
 - (iv) Communicating with the governing bodies of the Agencies to this Agreement.
- (b) The Administrative Board shall meet every other month. Members of the Administrative Board shall elect by majority vote a Chief to serve as presiding officer of the Administrative Board. The Chair shall serve a two-year term, which may be renewed by a majority vote. The Chair shall have responsibility to schedule the meetings of the Administrative Board, to serve as presiding officer at board meetings, to gather information and to prepare the agenda for board meetings. In the event a Chair is unable or unwilling to complete his or her term, nominations shall be accepted by the Administrative Board for a replacement Chair, who shall be elected by majority vote of the board and who shall complete the term of the resigning Chair. Each Chief shall have an equal vote on matters that come before the Administrative Board. Any decisions of the Administrative Board that involve the expenditure or obligation of an Agency’s funds shall constitute a recommendation to the governing bodies of the Agencies and shall not be effective until the governing bodies of each Agency have approved such recommendation.

2.2. Operations Advisory Team “OAT”

- (a) The OAT shall be composed of the Training Consortium’s Training Chief and the operations chiefs from each Agency to this Agreement. The OAT shall be responsible for:
 - (i) Consulting and communicating with the Training Chief on matters involving Agency operations.
 - (ii) Work with the Training Chief to establish consistency in Agency operations.
 - (iii) Work with the Training Chief to insure the training curriculum is consistent with Agency operations.
 - (iv) A designee from the Operations Chiefs in each of zone 1 and zone 3 shall report directly to the Administrative Board.

2.3. Training Consortium Chief.

- (a) The Training Consortium Chief “Training Chief” shall be appointed by the Administrative Board, selected from one of the agencies of the Training Consortium. The appointment will be for a period of three years. This term may be amended by a majority vote of the administrative board. The Training Chief shall be responsible for:
 - (i) Recommending annual goals and objectives to the Administrative Board;
 - (ii) Developing common operating guidelines for all Agencies;
 - (iii) Developing common training programs, processes, and instructional materials for all Agencies
 - (iv) Developing common training calendars for all Agencies;
 - (v) Performing such other tasks as directed by the Administrative Board.
 - (vi) Developing an annual Budget for the Training Consortium.
 - (vii) Managing the Training Consortium on a day-to-day basis.

2.4. Firefighter Training Advisory Team “FTAT”

- (a) The FTAT shall be composed of uniformed staff participating in the Training Consortium as appointed by the Training Chief and each agency in a manner that insures each Agency is adequately represented. The FTAT shall be responsible for:
 - (i) Providing feedback and input to the Training Chief regarding the content of the training provided.
 - (ii) Coordinating communications between the Training Chief and the employees receiving training from the Training Consortium

3. Joint Decision Making

3.1. This Agreement does not alter the current command structure or organizational responsibilities of any Agency. However, this Agreement will allow for joint decision-making by the Administrative Board to modify command structures or organizational responsibilities relating to training within the Training Consortium.

3.2. Joint decision-making shall be exercised through the Administrative Board and shall apply only to those areas specifically identified by this Agreement. The Administrative Board shall make joint decisions using the following procedure. Joint decisions shall only be made at a meeting of the Administrative Board attended by a quorum of Agency representatives. A majority of the currently appointed Agency representatives shall constitute a quorum. Joint decisions shall be made by a majority vote. A Chief unable to attend a meeting may vote by proxy by either sending a designated representative or by notifying the Administrative Board of the Chief’s vote via email or fax prior to the meeting or by providing a written proxy to another Chief attending the meeting.

4. Fiscal Arrangements

- 4.1. The Puget Sound RFA shall be the entity that manages the finances of the Training Consortium as part of the Puget Sound RFA's annual budget.
- 4.2. On or about August 1st of each year, the Administrative Board shall approve an annual budget for the Training Consortium's operations that identifies each Agency's personnel and financial responsibilities for the following year. The financial responsibilities will be based on a cost per member as identified by the following components:
- (a) **Training Officer Cost.** The cost of a Training Officer shall be based on the average costs of a Puget Sound RFA Battalion Chief, Captain and Firefighter respectively.
 - (b) **Administrative Costs.** The amount shall cover the Puget Sound RFA's administrative costs in managing the Training Consortium, including funds to reimburse the agency providing the Training Chief, necessary administrative support staff and other civilian positions as approved by the board.
 - (c) **Supplies and Maintenance Costs.** The amount shall cover the Puget Sound RFA's costs in purchasing consumable supplies, professional services and other expenses associated with the delivery of Training.
 - (d) **Facilities Costs.** The amount shall cover the South King County Fire Training Consortium facility lease and related expenses, as well as costs associated with the use of Training facilities.
 - (e) **Cost Per Member.**
$$\text{FTE Cost} + \text{Administrative Costs} + \text{Supplies and Maintenance Costs} + \text{Facility Costs} / \text{Total number of uniformed members having the rank of Battalion Chief or below} = \text{Cost per Member}.$$
 - (f) **Annual Agency Cost.** The Annual Agency Cost shall be based upon the agency's number of uniformed members having the rank of Battalion Chief or below for the budget cycle.
 - (g) The Annual Agency Cost may be satisfied by contributions of personnel (at the FTE value established above), cash, use of training facilities or other services as approved by the Administrative Board.
 - (h) Member agencies may choose to request additional services from the training consortium other than those provided for their uniformed staff. These services may include training events for volunteers or use of the Learning Management System (LMS) for civilians. These additional services shall be provided at the discretion of the Training Chief and with the approval of the Administrative Board. The Training Chief will establish a fee for service that ensures the training is cost neutral for the consortium.
- 4.3. In the event the Administrative Board determines, during the course of the year, that additional expenditures or contributions from one or more participating Agencies are necessary, the Administrative Board shall make a recommendation/request to the appropriate Agency.

4.4. In the event an Agency satisfies its Annual Agency Cost with a cash payment, the full value of such cash payment shall be made to the Puget Sound RFA on or before February 1st of each year. In the event an Agency that provides personnel or equipment is entitled to receive a cash payment in return, the Training Consortium shall make such cash payment to the Agency on or before February 1st of each year.

5. **Resources:** This Agreement allows for the collaborative acquisition, use, and management of property and equipment, (“Resources”). Prior to commingling any Resources under this Agreement, all equipment and property with a value of more than \$1,000.00 used in the performance of this Agreement shall be appropriately marked and inventoried by the contributing Agency. Ownership of Resources shall remain with the Agency that purchases or provides the Resource. Jointly owned resources, if any, may be purchased pursuant to a separate agreement by the Agencies, and shall be listed in **EXHIBIT A** to this Agreement “Joint Resources.” The ownership and distribution of jointly owned resources shall be governed by the following paragraphs:
- 5.1. The ownership of Joint Resources acquired after the execution of this agreement shall be documented on **Exhibit A**. Such Joint Resources shall be owned by the Agencies to this agreement in proportion to the financial and in-kind contribution of each Agency in the year of acquisition of such Resources “Ownership Share.”
- 5.2. If this agreement is terminated as to all Agencies the depreciated value of the Joint Resources acquired under the terms of this agreement shall be divided in accordance with the Ownership Shares.
- 5.3. In the event an Agency withdraws from this Agreement, such Agency shall be entitled to receive the depreciated value of its Ownership Share in the Joint Resources as determined in the sole reasonable discretion of the Administrative Board.
6. **Personnel.** Each Agency shall cooperate with the Administrative Board and shall allow its employees and volunteers (“Training Personnel”) to perform the functions as assigned by the Training Chief exercising authority under this Agreement.
- 6.1. The Training Chief shall have the authority to determine the working location and conditions for Training Personnel when assigned to the Training Division. Through the joint decisionmaking process as defined herein, the Agencies may be asked to fill positions or roles not currently staffed within any of the Agencies. Such assignments, if they do not create additional financial responsibilities or litigation impacts for an Agency, shall be controlled by the Administrative Board and shall not require further approval by any Agency.
- 6.2. Each Agency shall remain as the employer of its own Training Personnel and shall be responsible for establishing and paying Training Personnel compensation and benefits.
- 6.3. It is understood by the Agencies that the services provided by Training Personnel pursuant to this Agreement will mutually benefit each Agency in proportion to the benefits received by that Agency.

- 6.4. The Administrative Board shall establish the chain of command for Training Personnel under this Agreement. However, the responsibility for hiring, evaluating, firing and disciplining Training Personnel shall remain with the employing Agency. An employing Agency may seek input from the Administrative Board in hiring, evaluating, firing or disciplining Training Personnel, but such guidance shall be optional and nonbinding on the Agency seeking guidance.
- 6.5. Training Personnel filling a shared functional position will be provided an explanation of roles, responsibilities, duties and expectations of the shared position prepared by the Training Chief.
- 6.6. To the extent this Agreement would result in any personnel changes that affect the wages, benefits or working conditions of any represented employees, the Training Chief shall assist the governing body of the affected employing Agencies and the affected bargaining units to address such impacts prior to the implementation of the change.

7. Training Consortium Chief

- 7.1. The agency that employs the Training Chief that is appointed by the Administrative Board agrees to hire and staff the Training Consortium Chief position. The agencies intend that the best candidate will be selected by the Administrative Board to serve as the Training Consortium Chief as contemplated by this Agreement. In recognition of this understanding the parties agree to work cooperatively in accordance with the following provisions to assist the Agency that employs the Training Chief in maintaining and rotating this position within the Training Consortium Agencies.
 - (a) The agency that employs the Training Chief will remain the employer of the Training Chief. Accordingly, that Agency shall be solely responsible for all matters related to the Training Chief's human resource management, performance appraisals, employee relations, work related practices, performance effectiveness and responsiveness, conformance with Consortium expectations, and discipline. The Administrative Board will also provide feedback concerning the performance of the said Training Chief to the Agency that is the employer of the Training Chief.

8. Insurance

- 8.1. The Agencies shall each provide and maintain-suitable commercial general liability and auto liability insurance policies to protect it from casualty losses by reason of the activities contemplated by this Agreement. The limits of liability for each coverage shall be at least \$2,000,000 for each occurrence. Each Agency shall provide the Consortium with a Certificate of Liability Insurance or Evidence of Coverage, which the PSRFA shall maintain on file, provided that any Agency that is self-insured will provide a letter of self-insurance as evidence of coverage.

9. Indemnification

- 9.1.** Each Agency shall be responsible for the wrongful or negligent actions of its employees while participating in this Agreement, as their respective liability shall appear under the laws of the State of Washington and/or Federal Law, and this Agreement is not intended to diminish or expand such liability. Provided however each Agency, by executing this Agreement hereby expressly appoints the Consortium Training Chief as its limited attorney in fact with the limited express authority to enter into and bind the Agency to liability waivers, indemnification or hold harmless agreements or releases required by third parties for the use of any training facilities, training props or private property necessary for the conduct of Training Consortium operations.
- 9.2.** To that end, each Agency promises to indemnify, defend and hold harmless all the other Agencies from any loss, claim or liability arising from or out of the negligent or otherwise tortious actions or omissions of its employees, officers and officials. Such liability shall be apportioned among the Agencies or other at fault persons or entities in accordance with the laws of the State of Washington. Each agency shall be solely responsible for its own attorney fees and any litigation related costs.
- 9.3.** Nothing herein shall be interpreted to:
- (a)** Waive any defense arising out of RCW Title 51, provided; however, each Agency agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Agency's immunity under Washington's Industrial Insurance Act, RCW Title 51, with respect to the other Agencies only, and only to the extent necessary to provide each Agency with a full and complete indemnity of claims made by the other Agency's employees. The Agencies acknowledge that these provisions were specifically negotiated and agreed upon by them.
 - (b)** Limit the ability of a participant to exercise any right, defense, or remedy which an Agency may have with respect to third party Agencies or the officer(s) whose action or omission give rise to loss, claim or liability, including but not limited to an assertion that the employee was acting beyond the scope of his or her employment.
 - (c)** Cover or require indemnification or payment of any judgment against any individual or Agency for intentionally wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages against any individual or Agency. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment, fine or sanction is rendered and/or his or her employer, should that employer elect to make said payment voluntarily. This agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

10. Dispute Resolution.

- 10.1.** Prior to any other action, the Administrative Board shall meet and attempt to negotiate a resolution to any dispute arising under this agreement.

- 10.2.** If the parties are unable to resolve the dispute through negotiation, any party may demand mediation through a process to be mutually agreed to in good faith between the parties within 30 days. The parties shall share equally the costs of mediation and shall be responsible for their own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's fees.
- 10.3.** If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute, then within 30 calendar days any party may submit the matter to binding arbitration according to the procedures of the Superior Court Rules for Mandatory Arbitration, including the Local Mandatory Arbitration Rules of the King County Superior Court, King County, Washington, as amended, unless the parties agree in writing to an alternative dispute resolution process. The arbitration shall be before a disinterested arbitrator with both parties sharing equally in the cost of the arbitrator. The location of the arbitration shall be mutually agreed or established by the assigned Arbitrator, and the laws of Washington will govern its proceedings. Each party shall be responsible for its own costs in preparing for and participating in the arbitration, including expert witness fees and reasonable attorney's fees.
- 10.4.** Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive and final remedy to or for any party for any dispute regarding this Agreement, and its interpretation, application or breach, regardless of whether the dispute is based in contract, tort, any violation of federal law, state statute or local ordinance or for any breach of administrative rule or regulation and regardless of the amount or type of relief demanded.

11. Term of Agreement

- 11.1.** In the event any Agency shall desire to renegotiate any of the provisions of this agreement, such Agency shall give one-year advance written notice to the other Agencies. The written notice shall specify the provision to be negotiated, the requested change and the reasons therefore. Such requests to renegotiate shall not be considered a notice of termination.
- 11.2.** This agreement shall be effective on January 1, 2020 and shall continue for a term of three (3) years.

12. Termination/Withdrawal

- 12.1.** Any Agency may withdraw from this Agreement at the end of any calendar year by filing with the Administrative Board a notice of termination by December 31st of the preceding calendar year. In the event an Agency terminates its participation under this paragraph but the remaining Agencies continue the Agreement, the Agency that terminated its participation shall be considered a withdrawing Agency that is not entitled to any refund of its prior contributions, but it shall be entitled to reimbursement of its depreciated share of any Jointly Owned Resource and return of any equipment or property owned by the Agency and used by the Consortium under this agreement.
- 12.2.** This agreement may be terminated by consensus of a majority of the Agencies, effective the end of any calendar year, upon giving written notice thereof to the other Agencies by July 1

of the preceding year. In the event of a termination under this paragraph any Joint Resources shall be allocated among the parties in the manner specified in Section 5.

12.3. If an Agency consolidates with another municipal or local government entity through merger, annexation, or through the creation of a Regional Fire Protection Authority, the consolidated entity shall become an Agency to this Agreement and a successor in interest to the Agency's interest on the effective date of the consolidation without any action by the remaining Agencies, unless otherwise required.

13. Additional Agencies.

13.1. Additional Agencies may join the South King County Fire Training Consortium when approved by a majority vote of the Administrative Board and upon approval and execution of this Interlocal Agreement.

13.2. The Administrative Board may authorize one year "Associate Agency" Interlocal Agreements with municipal corporations for one-year trial participation in the South King County Fire Training Consortium. Such Associate Agencies shall be required to agree to the indemnification, insurance and personnel provisions of this Agreement and to contribute financially in accordance with the financial terms in Paragraph 4 but shall have no interest in joint resources and no administrative or decision-making authority.

14. Miscellaneous

14.1. Notices. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail via the United States Postal Service and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

14.2. Benefits. This Agreement is entered into for the benefit of the Agencies to this agreement only and shall confer no benefits, direct or implied, on any third persons.

14.3. Severability. If any provision of this agreement or its application is held invalid, the remainder of this Agreement shall not be affected.

14.4. Amendments. This Agreement represents the entire agreement of the Agencies regarding the subjects addressed herein. Amendments to this Agreement may be proposed by the Administrative Board or by any Agency to the Agreement. To become binding, Amendments must be made in writing and must be recommended for approval by the Administrative Board and approved by the unanimous consent of the Agencies to the Agreement. In the event that changes in federal or state law or changes in the boundaries of any or all Agencies significantly affect the performance of any Agency, the Agencies agree to enter into good faith negotiations so that continuation of the operations of the Training Consortium are not impaired.

15. Execution.

15.1. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

IN WITNESS WHEREOF, the Agencies by the signatures of their authorized representatives have executed this Agreement effective upon the date of signatures.

SIGNATURE PAGES FOLLOW

Puget Sound Regional Fire Authority

By: Matthew L Morris

Signature: 
eSigned via SeamlessDocs.com
Key: 79db7908ccb5baaf59cfd3bc77c9ea2d

Date: 01/16/2020

Approved as to Form: 
eSigned via SeamlessDocs.com
Key: 8e09490590630e25ec4e02a8256b09f1

Brian Snure
Attorney for RFA

City of Tukwila

By: Allan Ekberg

Signature: 
eSigned via SeamlessDocs.com
Key: 12f2c2eba58737cac6fc27eba5a3ac5b0a

Date: 03/26/2020

Attest: 
eSigned via SeamlessDocs.com
Key: 6cc22c63d52933513adc3d9388175d75

Christy O'Flaherty
City of Tukwila City Clerk

Approved as to Form: 
eSigned via SeamlessDocs.com
Key: ed2027de59ccb0ce05478383440a7fd

Michael Kenyon
City of Tukwila Attorney

Renton Regional Fire Authority

By: Rick Marshall

Signature: 
eSigned via SeamlessDocs.com
Key: b1173e40a152a577ec8504b45786da30

Date: 01/16/2020

Tukwila Fire Department

By: Jay Wittwer

Signature: 
eSigned via SeamlessDocs.com
Key: 1aa8527a77bb510b988b071ab3c7c2d2

Date: 03/26/2020

King County Fire District #2

By: Mike Marrs

Signature: 
Key: f72c903688e98ed0b0426f078880e70f

Date: 01/28/2020

Vashon Island Fire and Rescue

By: Charles Krimmert

Signature: 
Key: 43b32f9329e0491ea6de333e63e9a

Date: 03/24/2020

South King Fire & Rescue

By: Vic Pennington

Signature: 
Key: 4e5f9cb740fe5cd19a9b61f01d5c91b1

Date: 03/06/2020

Eastside Fire & Rescue

By: Jeff Clark

Signature: 
Key: d5c31a803de0f4b46e650f49e50c39af

Date: 03/24/2020

Valley Regional Fire Authority

By: Brent Swearingen

Signature: 
Key: 125e87a5fb8d79d772ed858bed59bc86

Date: 03/09/2020

Snoqualmie Fire Department

By: Mark Correira

Signature: 
Key: ea0735368d6632e8cbb5075ed216447e

Date: 03/24/2020

King County Fire District #28

By: Randy Fehr

Signature: 
eSigned via SeamlessDocs.com
Key: aa1ff4bdac380391242999418e29889f

Date: 03/09/2020

King County International Airport Fire Department

By: Greg Thomas

Signature: 
eSigned via SeamlessDocs.com
Key: 1b28d15dc7b51c342ec881cf19e7397b

Date: 03/26/2020

King County Fire District #44

By: Greg Smith

Signature: 
eSigned via SeamlessDocs.com
Key: 0438430deee3d698b88248b5f727b83e

Date: 03/23/2020

King County Fire District #20

By: Eric Hicks

Signature: 
eSigned via SeamlessDocs.com
Key: b089414e7fb882b644429ba24ec78939

Date: 03/23/2020

City of Snoqualmie

By: Jodi Warren

Signature: 
eSigned via SeamlessDocs.com
Key: ff061c3257eb182d184bb9e10154d0e4

Date: 03/26/2020

EXHIBIT A
JOINTLY OWNED RESOURCES

COPY

17-034

Council Approval 10/17/16

South King County Fire Training Consortium (Interlocal Agreement)

This agreement is made and entered into by and between the undersigned municipal corporations, collectively referred to as "Agency" or "Agencies."

RECITALS

1. This agreement is entered into in conformity with chapter 39.34 RCW, the Interlocal Cooperation Act.
2. The Agencies currently each maintain and operate their own fire departments to provide emergency responder services, including fire protection, fire suppression, and emergency medical services and non-emergent medical care in their respective areas.
3. It is recognized that the Agencies have staffs that are performing similar tasks on a daily basis and that have varied talents, skills, and expertise; and by allowing the staff to coordinate and collaborate, the skills and abilities of the individuals could be used in a manner that increases the level and efficiency of training.
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6. The South King County Fire Training Consortium was initially created in 2013 and has adopted the following Mission and Vision Statements:
 - a. **Mission:** Develop and deliver superior training to improve performance and safety.
 - b. **Vision:** Unify and enhance regional training that improves operational consistency, implements industry best practices and promotes a shared culture of excellence.

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1. **Purpose and Scope of Agreement.** The purpose and scope of this Agreement is to formally establish a Training Consortium to further implementation of joint training activities and operations. Each Agency shall retain full authority for and jurisdiction over fire protection, prevention and suppression, emergency medical services, boundaries, elections, and budgets and all other matters not specifically addressed in this Agreement.

1st of 1 original

2. Governing Structure of Training Consortium

2.1. Administrative Board.

- (a)** The Administrative Board shall be composed of the Fire Chief of each Agency to this Agreement. The Administrative Board shall be responsible for:
 - (i)** Overseeing administration of the fiscal arrangements as set forth in this Agreement (“Fiscal Agent”);
 - (ii)** Directing, guiding and overseeing the actions of the Operations Board.
 - (iii)** Implementing the recommendations of the Training Chief; and
 - (iv)** Communicating with the governing bodies of the Agencies to this Agreement.
- (b)** The Administrative Board shall meet a minimum of twice per year. Members of the Administrative Board shall elect by majority vote, after nominations at the first board meeting, a Chair to serve as presiding officer of the Administrative Board. The Chair shall serve a two-year term. The Chair shall have responsibility to schedule the meetings of the Administrative Board, to serve as presiding officer at board meetings, to gather information and to prepare the agenda for board meetings. In the event a Chair is unable or unwilling to complete his or her term, nominations shall be accepted by the Administrative Board for a replacement Chair, who shall be elected by majority vote of the board and who shall complete the term of the resigning Chair. Each Chief shall have an equal vote on matters that come before the Administrative Board. Any decisions of the Administrative Board that involve the expenditure or obligation of an Agency’s funds shall constitute a recommendation to the governing bodies of the Agencies and shall not be effective until the governing bodies of each Agency have approved such recommendation.

2.2. Operations Advisory Team “OAT”

- (a)** The OAT shall be composed of the Training Consortium’s Training Chief and the operations chiefs from each Agency to this Agreement. The OAT shall be responsible for:
 - (i)** Consulting and communicating with the Training Chief on matters involving Agency operations.
 - (ii)** Work with the Training Chief to establish consistency in Agency operations .
 - (iii)** Work with the Training Chief to insure the training curriculum is consistent with Agency operations.

2.3. Training Consortium Chief.

- (a)** The Training Consortium Chief “Training Chief” shall be the Kent RFA Training Deputy Chief. The Training Chief shall be responsible for:

- (i) Recommending annual goals and objectives to the Administrative Board;
- (ii) Developing common operating guidelines for all Agencies;
- (iii) Developing common training programs, processes, and instructional materials for all Agencies
- (iv) Developing common training calendars for all Agencies;
- (v) Performing such other tasks as directed by the Administrative Board.
- (vi) Developing an annual Budget for the Training Consortium.
- (vii) Managing the Training Consortium on a day-to-day basis.

2.4. Firefighter Training Advisory Team “FTAT”

- (a) The FTAT shall be composed of firefighters and medics participating in the Training Consortium as appointed by the Training Chief in a manner that insures each Agency is represented on the committee with representatives proportional to the number of the Agency’s employees receiving training from the Training Consortium. The FTAT shall be responsible for:
 - (i) Providing feedback and input to the Training Chief regarding the content of the training provided.
 - (ii) Coordinating communications between the Training Chief and the employees receiving training from the Training Consortium

3. Joint Decision Making

- 3.1. This Agreement does not alter the current command structure or organizational responsibilities of any Agency. However, this Agreement will allow for joint decision-making by the Administrative Board to modify command structures or organizational responsibilities relating to training within the Training Consortium.
- 3.2. Joint decision-making shall be exercised through the Administrative Board and shall apply only to those areas specifically identified by this Agreement. The Administrative Board shall make joint decisions using the following procedure. Joint decisions shall only be made at a meeting of the Administrative Board attended by a quorum of Agency representatives. A majority of the currently appointed Agency representatives shall constitute a quorum. Joint decisions shall be made by a majority vote. A Chief unable to attend a meeting may vote by proxy by either sending a designated representative or by notifying the Administrative Board of the Chief’s vote via email or fax prior to the meeting or by providing a written proxy to another Chief attending the meeting.

4. Fiscal Arrangements

- 4.1. The Kent RFA shall be the entity that manages the finances of the Training Consortium as part of the Kent RFA’s annual budget.

4.2. On or before August 1st of each year, the Administrative Board shall prepare an annual budget for the Training Consortium's operations that identifies each Agency's personnel and financial responsibilities for the following year. The financial responsibilities will be based on a cost per member (based on having one FTE per 45 members) recommended by the Training Chief and approved by the Administrative Board using the following components:

- (a) **FTE Cost.** The cost of an FTE (regardless of rank) shall be based on the average fully burdened cost of a Kent RFA Battalion Chief, Captain and Firefighter.
- (b) **Administrative Fee.** An administrative fee of 13% of the FTE Cost designed to cover the Kent RFA's administrative costs in managing the Training Consortium including a portion of the cost of the Training Chief and necessary administrative staff support.
- (c) **Supplies and Maintenance Fee.** A supplies and maintenance fee of 13% of the FTE Cost designed to cover the Kent RFA's costs in purchasing consumable supplies and for maintaining the Kent RFA's training facilities and equipment.
- (d) **Cost Per Member.** $FTE\ Cost + Administrative\ Fee + Supplies\ and\ Maintenance\ Fee / 45 = Cost\ per\ Member.$
- (e) **Cost per Non - Firefighter Member (Medic One)** Eighty percent of Cost Per Member.
- (f) **Cost per Volunteer Member.** Seventy percent of Cost Per Member in the event the Administrative Board authorizes charging for Volunteer Members.
- (g) **Annual Agency Cost.** The Annual Cost shall be based upon the number of budgeted full time employees (FTE) of each Agency for the budget cycle. (For example, cost per Member x Total budgeted Agency Members enrolled = Annual Agency Cost). Adjusted as necessary for Volunteer Members and Non-Firefighter Members (Medic One).
- (h) The Annual Agency Cost of each agency may be satisfied by contributions of personnel (at the FTE value established above), cash, property or other services as approved by the Administrative Board.

4.3. In the event the Administrative Board determines during the course of the year that additional expenditures or contributions from one or more participating Agencies are necessary, the Administrative Board shall make a recommendation/request to the appropriate Agency.

4.4. In the event an Agency satisfies its Annual Agency Cost with a cash payment, the full value of such cash payment shall be made to the Kent RFA on or before February 1st of each year. In the event an Agency that provides personnel or equipment is entitled to receive a cash payment in return, the Training Consortium shall make such cash payment to the Agency on or before February 1st of each year.

5. **Resources:** This Agreement allows for the collaborative acquisition, use, and management of property and equipment, ("Resources"). Prior to commingling any Resources under this Agreement, all equipment and property with a value of more than \$1,000.00 used in the

performance of this Agreement shall be appropriately marked and inventoried by the contributing Agency. Ownership of Resources shall remain with the Agency that purchases or provides the Resource. Jointly owned resources, if any, may be purchased pursuant to a separate agreement by the Agencies, and shall be listed in **EXHIBIT A** to this Agreement "Joint Resources." The ownership and distribution of jointly owned resources shall be governed by the following paragraphs:

- 5.1. The ownership of Joint Resources acquired after the execution of this agreement shall be documented on **Exhibit A**. Such Joint Resources shall be owned by the Agencies to this agreement in proportion to the financial and in-kind contribution of each Agency in the year of acquisition of such Resources "Ownership Share."
 - 5.2. If this agreement is terminated as to all Agencies the depreciated value of the Joint Resources acquired under the terms of this agreement shall be divided in accordance with the Ownership Shares.
 - 5.3. In the event an Agency withdraws from this Agreement, such Agency shall be entitled to receive the depreciated value of its Ownership Share in the Joint Resources as determined in the sole reasonable discretion of the Administrative Board.
6. **Personnel.** Each Agency shall cooperate with the Administrative Board and shall allow its employees and volunteers ("Training Personnel") to perform the functions as assigned by the Training Chief exercising authority under this Agreement.
- 6.1. The Training Chief shall have the authority to determine the working location and conditions for Training Personnel when assigned to the Training Division. Through the joint decision making process as defined herein, the Agencies may be asked to fill positions or roles not currently staffed within any of the Agencies. Such assignments, if they do not create additional financial responsibilities or litigation impacts for an Agency, shall be controlled by the Administrative Board and shall not require further approval by any Agency.
 - 6.2. Each Agency shall remain as the employer of its own Training Personnel and shall be responsible for establishing and paying Training Personnel compensation and benefits.
 - 6.3. It is understood by the Agencies that the services provided by Training Personnel pursuant to this Agreement will mutually benefit each Agency in proportion to the benefits received by that Agency.
 - 6.4. The Administrative Board shall establish the chain of command for Training Personnel under this Agreement. However, the responsibility for hiring, evaluating, firing and disciplining Training Personnel shall remain with the employing Agency. An employing Agency may seek input from the Administrative Board in hiring, evaluating, firing or disciplining Training Personnel, but such guidance shall be optional and nonbinding on the Agency seeking guidance.
 - 6.5. Training Personnel filling a shared functional position will be provided an explanation of roles, responsibilities, duties and expectations of the shared position prepared by the Training Chief.

6.6. To the extent this Agreement would result in any personnel changes that affect the wages, benefits or working conditions of any represented employees, the Training Chief shall assist the governing body of the affected employing Agencies and the affected bargaining units to address such impacts prior to the implementation of the change.

7. Training Consortium Chief

7.1. The Kent RFA agrees to hire and staff the Training Consortium Chief position. The Agencies intend that the Kent RFA Training Deputy Chief will serve as the Training Consortium Chief as contemplated by this Agreement. In recognition of this understanding the parties agree to work cooperatively in accordance with the following provisions to assist Kent RFA in maintaining its Training Deputy Chief position.

- (a) Kent RFA shall be the employer of the Training Deputy Chief. Accordingly, Kent RFA shall be solely responsible for all matters related to the Training Deputy Chief's human resource management, performance appraisals, employee relations, work related practices, performance effectiveness and responsiveness, conformance with Consortium expectations, and discipline.
- (b) Kent RFA shall be solely responsible for the salary and benefits of its Training Deputy Chief and the Training Deputy Chief shall be considered "Training Personnel" pursuant to Paragraph 6 of this Agreement.

8. Insurance

8.1. The Agencies shall each provide and maintain suitable commercial general liability and auto liability insurance policies to protect it from casualty losses by reason of the activities contemplated by this Agreement. The limits of liability for each coverage shall be at least \$2,000,000 each occurrence. Each Agency shall provide the Consortium with a Certificate of Liability Insurance or Evidence of Coverage, which the Kent RFA shall maintain on file, provided that any Agency that is self-insured will provide a letter of self-insurance as evidence of coverage.

9. Indemnification

9.1. Each Agency shall be responsible for the wrongful or negligent actions of its employees while participating in this Agreement as their respective liability shall appear under the laws of the State of Washington and/or Federal Law and this Agreement is not intended to diminish or expand such liability. Provided however each Agency, by executing this Agreement hereby expressly appoints the Training Consortium Chief as its limited attorney in fact with the limited express authority to enter into and bind the Agency to liability waivers, indemnification or hold harmless agreements or releases required by third parties for the use of any training facilities, training props or private property necessary for the conduct of Training Consortium operations.

9.2. To that end, each Agency promises to indemnify, defend and hold harmless all the other Agencies from any loss, claim or liability arising from or out of the negligent or otherwise tortious actions or omissions of its employees, officers and officials. Such liability shall be apportioned among the Agencies or other at fault persons or entities in accordance with the

laws of the State of Washington. Each agency shall be solely responsible for its own attorney fees and any litigation related costs.

9.3. Nothing herein shall be interpreted to:

- (a) Waive any defense arising out of RCW Title 51, provided; however, each Agency agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Agency's immunity under Washington's Industrial Insurance Act, RCW Title 51, with respect to the other Agencies only, and only to the extent necessary to provide each Agency with a full and complete indemnity of claims made by the other Agency's employees. The Agencies acknowledge that these provisions were specifically negotiated and agreed upon by them.
- (b) Limit the ability of a participant to exercise any right, defense, or remedy which an Agency may have with respect to third party Agencies or the officer(s) whose action or omission give rise to loss, claim or liability, including but not limited to an assertion that the employee was acting beyond the scope of his or her employment.
- (c) Cover or require indemnification or payment of any judgment against any individual or Agency for intentionally wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages against any individual or Agency. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment, fine or sanction is rendered and/or his or her employer, should that employer elect to make said payment voluntarily. This agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

10. Dispute Resolution.

- 10.1. Prior to any other action, the Administrative Board shall meet and attempt to negotiate a resolution to any dispute arising under this agreement.
- 10.2. If the parties are unable to resolve the dispute through negotiation, any party may demand mediation through a process to be mutually agreed to in good faith between the parties within 30 days. The parties shall share equally the costs of mediation and shall be responsible for their own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's fees.
- 10.3. If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute, then within 30 calendar days any party may submit the matter to binding arbitration according to the procedures of the Superior Court Rules for Mandatory Arbitration, including the Local Mandatory Arbitration Rules of the King County Superior Court, King County, Washington, as amended, unless the parties agree in writing to an alternative dispute resolution process. The arbitration shall be before a disinterested arbitrator with both parties sharing equally in the cost of the arbitrator. The location of the arbitration shall be mutually agreed or established by the assigned Arbitrator, and the laws of Washington will govern its proceedings. Each party shall be responsible for its own costs in preparing for

and participating in the arbitration, including expert witness fees and reasonable attorney's fees.

- 10.4. Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive and final remedy to or for any party for any dispute regarding this Agreement, and its interpretation, application or breach, regardless of whether the dispute is based in contract, tort, any violation of federal law, state statute or local ordinance or for any breach of administrative rule or regulation and regardless of the amount or type of relief demanded.

11. Term of Agreement

- 11.1. In the event any Agency shall desire to renegotiate any of the provisions of this agreement, such Agency shall give one-year advance written notice to the other Agencies. The written notice shall specify the provision to be negotiated, the requested change and the reasons therefore. Such requests to renegotiate shall not be considered a notice of termination.
- 11.2. This agreement shall be effective on January 1, 2017 and shall continue for a term of three (3) years.

12. Termination/Withdrawal

- 12.1. Any Agency may withdraw from this Agreement at the end of any calendar year by filing with the Administrative Board a notice of termination by December 31st of the preceding calendar year. In the event an Agency terminates its participation under this paragraph but the remaining Agencies continue the Agreement, the Agency that terminated its participation shall be considered a withdrawing Agency that is not entitled to any refund of its prior contributions, but it shall be entitled to reimbursement of its depreciated share of any Jointly Owned Resource and return of any equipment or property owned by the Agency and used by the Consortium under this agreement.
- 12.2. This agreement may be terminated by consensus of a majority of the Agencies, effective the end of any calendar year, upon giving written notice thereof to the other Agencies by July 1 of the preceding year. In the event of a termination under this paragraph any Joint Resources shall be allocated among the parties in the manner specified in Section 5.
- 12.3. If an Agency consolidates with another municipal or local government entity through merger, annexation, or through the creation of a Regional Fire Protection Authority, the consolidated entity shall become an Agency to this Agreement and a successor in interest to the Agency's interest on the effective date of the consolidation without any action by the remaining Agencies, unless otherwise required.

13. Additional Agencies.

- 13.1. Additional Agencies may join the South King County Fire Training Consortium when approved by a majority vote of the Administrative Board and upon approval and execution of this Interlocal Agreement.
- 13.2. The Administrative Board may authorize one year "Associate Agency" Interlocal Agreements with municipal corporations for one year trial participation in the South King County Fire Training Consortium. Such Associate Agencies shall be required to agree to the

indemnification, insurance and personnel provisions of this Agreement and to contribute financially in accordance with the financial terms in Paragraph 4 but shall have no interest in joint resources and no administrative or decision making authority.

14. Miscellaneous

14.1. Notices. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail via the United States Postal Service, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

14.2. Benefits. This Agreement is entered into for the benefit of the Agencies to this agreement only and shall confer no benefits, direct or implied, on any third persons.

14.3. Severability. If any provision of this agreement or its application is held invalid, the remainder of this Agreement shall not be affected.

14.4. Amendments. This Agreement represents the entire agreement of the Agencies regarding the subjects addressed herein. Amendments to this Agreement may be proposed by the Administrative Board or by any Agency to the Agreement. To become binding, Amendments must be made in writing and must be recommended for approval by the Administrative Board and approved by the unanimous consent of the Agencies to the Agreement. In the event that changes in federal or state law or changes in the boundaries of any or all Agencies significantly affect the performance of any Agency, the Agencies agree to enter into good faith negotiations so that continuation of the operations of the Training Consortium are not impaired.

15. Execution.

15.1. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

IN WITNESS WHEREOF, the Agencies by the signatures of their authorized representatives have executed this Agreement effective upon the date of signatures.

SIGNATURE PAGES FOLLOW

**KENT FIRE DEPARTMENT
REGIONAL FIRE AUTHORITY**

CITY OF TUKWILA

By: _____

By: Allan Ekberg
Allan Ekberg, Mayor *J. Wittner*

DATE: _____

DATE: MARCH 7, 2017

ATTEST:

Christy O. Fleck
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Brian Snure,
Attorney for RFA

Rachel Ben
City Attorney

NOTICES TO BE SENT TO:

Fire Chief
24611 116th Ave. S.E.
Kent, WA 98030

NOTICES TO BE SENT TO:

**KING COUNTY FIRE PROTECTION
DISTRICT NO. 2**

NORTH HIGHLINE FIRE DISTRICT

By: _____

By: _____

DATE: _____

DATE: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Attorney for District

Attorney For District

NOTICES TO BE SENT TO:

NOTICES TO BE SENT TO:

**KING COUNTY FIRE PROTECTION
DISTRICT NO. 20**

MAPLE VALLEY FIRE & RESCUE

By: _____

By: _____

DATE: _____

DATE: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Attorney for District

Attorney For District

NOTICES TO BE SENT TO:

NOTICES TO BE SENT TO:

**VALLEY REGIONAL FIRE
AUTHORITY**

**RENTON REGIONAL FIRE
AUTHORITY**

By: _____

By: _____

DATE: _____

DATE: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Attorney for RFA

Attorney for RFA

NOTICES TO BE SENT TO:

NOTICES TO BE SENT TO:

**KING COUNTY FIRE PROTECTION
DISTRICT NO. 28**

VASHON ISLAND FIRE AND RESCUE

By:

By:

DATE:

DATE:

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Attorney for District

Attorney For District

NOTICES TO BE SENT TO:

NOTICES TO BE SENT TO:

EXHIBIT A
JOINTLY OWNED RESOURCES

April 1, 2020

AGENCY CONSORTIUM CONTRIBUTION 2020

Tukwila Fire Department

The 2020 invoice, as approved by the Admin Board, will be billed in two (2) installments. This first invoice, for the months of January 1st through June 30th, is based on a per member cost of \$4,169. The number is derived from the formula outlined in the interlocal agreement.

2020 Training Consortium Contribution

This number is derived as follows:

61 personnel at the rank of Battalion Chief or below	
<ul style="list-style-type: none"> • Cost per Member 61 @ \$ 4,169 • Credit <ul style="list-style-type: none"> ○ Training Officers (1.6-Captains) 	\$ 258,478.00 \$ - 248,000.00 <hr/>
2020 Total Cost	\$ 10,478.00
Invoice #1 – January 1st to June 30th fiscal contribution is	\$ 5,239.00
2020 Annual eLogic Learning Management System (LMS)	\$ 1,666.98
Cost per user \$ 26.46 Current user count = 63 User count includes Uniform Personnel, Recruits, Chief Officers, Volunteers, & Civilian users	
<hr/>	
Invoice Total for 01/01/2020 - 06/30/2020	
Consortium Contribution	\$ 6,905.98



INFORMATIONAL MEMORANDUM

TO: Community Service and Safety Committee
FROM: Bruce Linton, Police Chief
BY: Bruce Linton
CC: Mayor Allan Ekberg
DATE: March 6, 2020
SUBJECT: Valley SWAT Interlocal Addendum

ISSUE

The City of Des Moines petitioned the Valley SWAT Executive Board to become a member of the Valley SWAT Interlocal Agreement (“ILA”) and received unanimous approval from the Board. Pursuant to the ILA, additional members may only be added upon Council approval from each member city, including the City of Tukwila.

BACKGROUND

In 2010, the municipalities of Auburn, Federal Way, Kent, Renton, Tukwila, and the Port of Seattle executed the ILA for the purpose of establishing and maintaining a multi-jurisdictional SWAT Team to respond to high risk criminal occurrences.

In accordance with Section IV of the ILA, the City of Des Moines' admission as a member of Valley SWAT may be accomplished by Council approval from each member city and an addendum to the current ILA.

DISCUSSION

The City of Des Moines Police Department has been valued partner in many mutual aid occurrences and other collaborative efforts. In an effort to equitably share in the responsibilities and resourcing of an overall regional effort, the agency is committing to the overall goal of shared contribution.

FINANCIAL IMPACT

There is no additional financial impact beyond the original agreement.

RECOMMENDATION

The Committee is being asked to approve the City of Des Moines' induction to the Valley SWAT Interlocal Agreement. Staff is asking Council to forward this item to the next Regular Council meeting for the consent agenda.

Attachment:
Draft Resolution amending ILA
The 2010-2011 SWAT Interlocal Agreement.

DRAFT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, APPROVING ADMISSION OF THE CITY OF DES MOINES AS A MEMBER OF THE VALLEY SWAT TEAM SUBJECT TO THE TERMS OF THE EXISTING INTERLOCAL COOPERATIVE AGREEMENT BETWEEN AUBURN, FEDERAL WAY, KENT, RENTON, TUKWILA, AND THE PORT OF SEATTLE FOR THE CREATION OF THE VALLEY SPECIAL WEAPONS AND TACTICS (SWAT) TEAM.

WHEREAS, in 2011, the municipalities of Auburn, Federal Way, Kent, Renton, Tukwila, and the Port of Seattle executed an Interlocal Cooperative Agreement (ILA) for the purpose of establishing and maintaining a multi-jurisdictional Valley Special Weapons and Tactics (SWAT) Team to respond to high risk criminal occurrences; and

WHEREAS, pursuant to Section IV of the ILA (“Formation”), the future admission of a jurisdiction as a member of the Valley SWAT Team may be accomplished by an addendum to the agreement; and

WHEREAS, the City of Des Moines has petitioned the Valley SWAT Executive Board for membership and has received unanimous approval subject to approval of the governing body of each existing participating jurisdiction; and

WHEREAS, upon approval by all participating jurisdictions, the City of Des Moines will be admitted as a member of the Valley SWAT Team subject to the terms of the existing Valley SWAT Team ILA; and

WHEREAS, the Tukwila City Council finds that approving and adopting this resolution to admit the City of Des Moines as a member of the Valley SWAT Team ILA is in the best public interest;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

The Tukwila City Council finds that it is in the best interest of the public to admit the City of Des Moines as a member of the Valley Special Weapons and Tactics (SWAT) Team subject to the terms of the existing Interlocal Cooperative Agreement between Auburn, Federal Way, Kent, Renton, Tukwila, and the Port of Seattle. Accordingly, the city of Des Moines' petition for admission as a member of the Valley SWAT Team is hereby approved and adopted.

PASSED BY THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, at a Regular Meeting thereof this _____ day of _____, 2020.

ATTEST/AUTHENTICATED:

Christy O'Flaherty, MMC, City Clerk

De'Sean Quinn, Council President

APPROVED AS TO FORM BY:

Filed with the City Clerk: _____

Passed by the City Council: _____

Resolution Number: _____

Office of the City Attorney

**INTERLOCAL COOPERATIVE AGREEMENT BETWEEN AUBURN,
FEDERAL WAY, KENT, RENTON, TUKWILA, AND THE PORT OF
SEATTLE, FOR CREATION OF THE**

**VALLEY SPECIAL WEAPONS AND TACTICS
TEAM**

I. PARTIES

The parties to this Agreement are the Port of Seattle and the municipalities of Auburn, Federal Way, Kent, Renton, and Tukwila, each of which is a municipal corporation operating under the laws of the State of Washington.

II. AUTHORITY

This Agreement is entered into pursuant to Chapters 10.93, 39.34, and 53.08 of the Revised Code of Washington.

III. PURPOSE

The parties hereto desire to establish and maintain a multi-jurisdictional SWAT Team to effectively respond to high risk criminal occurrences as described below.

IV. FORMATION

There is hereby created a multi-jurisdictional Team to be hereafter known as the "Valley Special Weapons and Tactics Team" ("VSWAT"), the members of which shall be the Port of Seattle, and the cities of Auburn, Federal Way, Kent, Renton, and Tukwila. The SWAT Team has been in existence for some time, and this Agreement is being re-entered into in order to remove the City of Des Moines as a SWAT Team member. The future admission or elimination of a jurisdiction as a member of the SWAT Team may be accomplished by an addendum to this agreement.

V. STATEMENT OF PROBLEM

King County and the municipalities within the Puget Sound area have experienced increasingly violent criminal confrontations due to, among other reasons, increased gang activity; increased drug abuse, distribution, and manufacturing; increased urbanization; and increased population densities. The ability to safely control, contain, and resolve high risk criminal incidents such as civil disobedience, barricaded subjects, hostage situations, gang member arrests, high risk felony arrests, and narcotic or high risk search warrants has strained the resources of the members' individual police departments.

Law enforcement efforts directed at dealing with these high risk criminal incidents have, for the most part, been conducted by law enforcement agencies working independently.

A multi-jurisdictional effort to handle specific high risk criminal incidents, as well as incidents involving weapons of mass destruction, results in more effective pooling of personnel, improved utilization of municipal funds, reduced duplication of equipment, improved training, development of specialized expertise, and increased utilization/application of a combined special response team. This results in improved services for the citizens of all participating jurisdictions, increased safety for officers and the community, and improved cost effectiveness.

VI. TEAM OBJECTIVES

The individual specialty units from each participating jurisdiction will be consolidated and combined to form the VSWAT Team. The SWAT Team shall service each participating jurisdiction. The VSWAT Team may also be available to outside law enforcement agencies as provided by chapter 10.93 RCW.

The objective of the VSWAT Team is to respond to specific high risk criminal incidents in a manner that provides for the effective use of personnel, equipment, funds, and training. The VSWAT Team shall respond as requested by any of the participating jurisdictions and provide a coordinated response to high-risk incidents. As special needs arise, it may be necessary to request from other law enforcement agencies assistance and/or personnel, at the discretion of the VSWAT Team Incident Commander and/or the VSWAT Team Tactical Commander.

VII. DURATION AND TERMINATION

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

A jurisdiction may withdraw its participation in the VSWAT Team by providing written notice of its withdrawal, and serving such notice upon each Executive Board member of the remaining jurisdictions. A notice of withdrawal shall become effective ninety (90) days after service of the notice on all participating members.

The VSWAT Team may be terminated by a majority vote of the Executive Board. Any vote for termination shall occur only when the police chief of each participating jurisdiction is present at the meeting in which such vote is taken.

VIII. GOVERNANCE

The affairs of the Team shall be governed by an Executive Board ("Board"), whose members are composed of the police chief, or his/her designee, from each participating jurisdiction. Each member of the Board shall have an equal vote and voice on all Board decisions. All Board decisions shall be made by a majority vote of the Board members, or their designees, appearing at the meeting in which the decision is made. A majority of Board members, or their designees, must be present at each meeting for any actions taken to be valid. A presiding officer shall be elected by the Board together with such other officers as a majority of the Board may decide.

The Board shall meet monthly, unless otherwise determined by the Board. The presiding officer, or any Board member, may call extra meetings as deemed appropriate. The presiding officer shall provide no less than forty-eight (48) hours notice of all meetings to all members of the Board; PROVIDED, however, that in emergency situations, the presiding officer may conduct a telephonic meeting or a poll of individual Board members to resolve any issues related to such emergency.

The policies, regulations, and operational procedures in effect pursuant to the previous interlocal agreement shall be in effect without action of the Board and until such time as they are subsequently altered by the Board. The VSWAT Team written policies, regulations, and operational procedures shall apply to all VSWAT Team operations. Thus, to the extent that the written policies, regulations, and operational procedures of the VSWAT Team conflict with the policies, regulations, and operational procedures of the individual jurisdictions, the VSWAT Team written policies, regulations, and procedures shall prevail.

IX. STAFF

A Tactical Commander, which shall be a command level officer, shall be appointed annually by the Board to act as the principal liaison and facilitator between the Board and the members of the VSWAT Team. The Tactical Commander shall operate under the direction of the presiding officer of the Board. The Tactical Commander shall be responsible for informing the Board on all matters relating to the function, expenditures, accomplishments, training, number of calls that the VSWAT Team responds to, problems of the VSWAT Team, and any other matter as requested by the Board. The Tactical Commander may be removed by action of the Board at anytime and for any reason, with or without cause.

The Tactical Commander shall prepare monthly written reports to the Board on the actions, progress, and finances of the VSWAT Team. In addition, the Tactical Commander shall be responsible for presenting rules, procedures, regulations, and revisions thereto for Board approval.

Each jurisdiction shall contribute six (6) full-time commissioned officers, which shall include at least one (1) Sergeant or other first level supervisor, to be assigned to the VSWAT Team. Board approval must be obtained for the jurisdiction to assign less than this staffing requirement. The personnel assigned to the VSWAT Team shall be considered employees of the contributing jurisdiction. The contributing jurisdiction shall be solely and exclusively responsible for the compensation and benefits for the personnel it contributes to the VSWAT Team. All rights, duties, and obligations of the employer and the employee shall remain with the contributing jurisdiction. Each jurisdiction shall be responsible for ensuring compliance with all applicable laws with regard to employees and with provisions of any applicable collective bargaining agreements and civil service rules and regulations.

The Board may appoint the finance department of a participating jurisdiction to manage the finances of the VSWAT Team. Before appointing the finance department of a particular jurisdiction to manage the finances of the VSWAT Team, the Board shall

consult with the finance department of the jurisdiction and obtain its approval. The duty of managing the finances of the VSWAT Team shall be rotated to other participating jurisdictions at the discretion of the Board.

The Board may, at its discretion, appoint one (1) or more legal advisors to advise the Board on legal issues affecting the VSWAT Team. The legal advisor(s) shall, when appropriate or when requested by the Board, consult with the legal representatives of all participating jurisdictions before rendering legal advice.

X. COMMAND AND CONTROL

During field activation of the VSWAT Team, an Incident Commander, VSWAT Team Tactical Commander, and VSWAT Team Team Leader(s) will be designated. The duties and procedures to be utilized by the Incident Commander, the VSWAT Team Tactical Commander, and the VSWAT Team Team Leader(s) shall be set forth in the standard operating procedures approved by the Board. The standard operating procedures approved by the board may designate other personnel to be utilized during an incident.

XI. EQUIPMENT, TRAINING, AND BUDGET

Each participating jurisdiction shall acquire the equipment of its participating VSWAT Team members. Each participating jurisdiction shall provide sufficient funds to update, replace, repair, and maintain the equipment and supplies utilized by its participating VSWAT Team members. Each participating jurisdiction shall provide sufficient funds to provide for training of its participating VSWAT Team members.

The equipment, supplies, and training provided by each jurisdiction to its personnel participating in the VSWAT Team shall, unless otherwise determined by the Board, be equal to those provided by the other participating jurisdictions.

Each member jurisdiction shall maintain an independent budget system to account for funds allocated and expended by its participating VSWAT Team members.

The Board must approve any joint capital expenditure for VSWAT Team equipment.

XII. DISTRIBUTION OF ASSETS UPON TERMINATION

Termination shall be in accordance with those procedures set forth in prior sections. Each participating jurisdiction shall retain sole ownership of equipment purchased and provided to its participating VSWAT Team members.

Any assets acquired with joint funds of the VSWAT Team shall be equally divided among the participating jurisdictions at the asset's fair market value upon termination. The value of the assets of the VSWAT Team shall be determined by using commonly accepted methods of valuation. If two (2) or more participating jurisdictions desire an asset, the final decision shall be made by arbitration (described below). Any property not claimed shall be declared surplus by the Board and disposed of pursuant to state law for the disposition of surplus property. The proceeds from the sale or disposition of

any VSWAT Team property, after payment of any and all costs of sale or debts of the agency, shall be equally distributed to those jurisdictions participating in the VSWAT Team at the time of dissolution in proportion to the jurisdiction's percentage participation in the VSWAT Team as of the date of dissolution. In the event that one (1) or more jurisdictions terminate their participation in the VSWAT Team, but the VSWAT Team continues to exist, the jurisdiction terminating participation shall be deemed to have waived any right or title to any property owned by the VSWAT Team or to share in the proceeds at the time of dissolution.

Arbitration pursuant to this section shall occur as follows:

- A. The jurisdictions interested in an asset shall select one (1) person (Arbitrator) to determine which agency will receive the property. If the jurisdictions cannot agree to an Arbitrator, the chiefs of the jurisdictions participating in the VSWAT Team upon dissolution shall meet to determine who the Arbitrator will be. The Arbitrator may be any person not employed by the jurisdictions that desire the property.
- B. During a meeting with the Arbitrator, each jurisdiction interested in the property shall be permitted to make an oral and/or written presentation to the Arbitrator in support of its position.
- C. At the conclusion of the presentation, the Arbitrator shall determine which jurisdiction is to receive the property. The decision of the Arbitrator shall be final and shall not be the subject of appeal or review.

XIII. LIABILITY, HOLD HARMLESS, AND INDEMNIFICATION

It is the intent of the participating jurisdictions to provide services of the VSWAT Team without the threat of being subject to liability to one another and to fully cooperate in the defense of any claims or lawsuits arising out of or connected with VSWAT Team actions that are brought against the jurisdictions. To this end, the participating jurisdictions agree to equally share responsibility and liability for the acts or omissions of their participating personnel when acting in furtherance of this Agreement. In the event that an action is brought against any of the participating jurisdictions, each jurisdiction shall be responsible for an equal share of any award for or settlement of claims of damages, fines, fees, or costs, regardless of which jurisdiction or employee the action is taken against or which jurisdiction or employee is ultimately responsible for the conduct. The jurisdictions shall share equally regardless of the number of jurisdictions named in the lawsuit or claim or the number of officers from each jurisdiction named in the lawsuit or claim. This section shall be subject to the conditions and limitations set forth in subsections A through G below.

- A. Jurisdiction Not Involved In VSWAT Team Response. In the event that a jurisdiction or its personnel were not involved in the VSWAT Team response to the incident that gives rise to a claim or lawsuit, and judgment on the claim or lawsuit does not, in any manner, implicate the acts of a particular jurisdiction or its personnel, such jurisdiction shall not be required to share responsibility for the payment of the judgment or award.

B. Intentionally Wrongful Conduct Beyond the Scope of Employment. Nothing herein shall require, or be interpreted to require indemnification or sharing in the payment of any judgment against any VSWAT Team personnel for intentionally wrongful conduct that is outside of the scope of employment of any individual or for any judgment of punitive damages against any individual or jurisdiction. Payment of any award for punitive damages shall be the sole responsibility of the person or jurisdiction that employs the person against whom such award is rendered.

C. Collective Representation and Defense. The jurisdictions may retain joint legal counsel to collectively represent and defend the jurisdictions in any legal action. Those jurisdictions retaining joint counsel shall share equally the costs of such representation or defense.

In the event a jurisdiction does not agree to joint representation, the jurisdiction shall be solely responsible for all attorneys fees accrued by its individual representation or defense.

The jurisdictions and their respective defense counsel shall make a good faith attempt to cooperate with other participating jurisdictions by, including but not limited to, providing all documentation requested, and making VSWAT Team members available for depositions, discovery, settlement conferences, strategy meetings, and trial.

D. Removal From Lawsuit. In the event a jurisdiction or employee is successful in withdrawing or removing the jurisdiction or employee from a lawsuit by summary judgment, qualified immunity, or otherwise, the jurisdiction shall nonetheless be required to pay its equal share of any award for or settlement of the lawsuit; PROVIDED, however, that in the event a jurisdiction or employee is removed from the lawsuit and subsection (A) of this section is satisfied, the jurisdiction shall not be required to pay any share of the award or settlement.

E. Settlement Process. It is the intent of this Agreement that the jurisdictions act in good faith on behalf of each other in conducting settlement negotiations on liability claims or lawsuits so that, whenever possible, all parties agree with the settlement or, in the alternative, agree to proceed to trial. In the event a claim or lawsuit requires the sharing of liability, no individual jurisdiction shall be authorized to enter into a settlement agreement with a claimant or plaintiff unless all jurisdictions agree with the terms of the settlement. Any settlement made by an individual jurisdiction without the agreement of the remaining jurisdictions, when required, shall not relieve the settling jurisdiction from paying an equal share of any final settlement or award.

F. Defense Waiver. This section shall not be interpreted to waive any defense arising out of RCW Title 51.

- G. Insurance. 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 jurisdiction from its obligations under this Agreement.

XIV. NOTICE OF CLAIMS, LAWSUITS, AND SETTLEMENTS

In the event a claim is filed or lawsuit is brought against a participating jurisdiction or its employees for actions arising out of their conduct in support of VSWAT Team operations, the jurisdiction shall promptly notify the other jurisdictions that the claim or lawsuit has been initiated. Any documentation, including the claim or legal complaints, shall promptly be provided to each participating jurisdiction.

Any jurisdiction or member who believes or knows that another jurisdiction would be liable for a claim, settlement, or judgment that arises from a VSWAT Team action or operation, shall have the burden of notifying each participating jurisdiction of all claims, lawsuits, settlements, or demands made to that jurisdiction. In the event a participating jurisdiction has a right, pursuant to section XIII of this Agreement, to be defended and held harmless by another participating jurisdiction, the jurisdiction having the right to be defended and held harmless shall promptly tender the defense of such claim or lawsuit to the jurisdiction that must defend and hold the other harmless.

XV. PROCESSING OF CLAIMS.

A. Designation of Lead Jurisdiction.

There shall be a lead jurisdiction for processing a claim that is filed with and against cities for alleged damages and injuries that occur as a result of VSWAT Team activities. The lead jurisdiction shall be the jurisdiction within which the VSWAT Team response occurred; PROVIDED, that in the event the jurisdiction within which the VSWAT Team response occurred did not participate in the VSWAT Team response, the lead jurisdiction shall be the jurisdiction within which the incident that required the VSWAT Team response originated. In the event that a jurisdiction that was not involved in the VSWAT Team response receives the claim, that jurisdiction shall notify the other jurisdictions in accordance with Section XIV of this Agreement, and shall use its best efforts to determine who is the appropriate lead jurisdiction.

B. Assistance of Tactical Commander.

The VSWAT Team Tactical Commander shall assist the lead jurisdiction in responding to a claim. The VSWAT Team Tactical Commander shall be responsible for gathering all records relating to the VSWAT Team response. 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 VSWAT Team response. The Tactical Commander shall also provide a list of personnel who participated in the response and their contact information. The Tactical Commander shall deliver all copies of the records to the lead jurisdiction promptly upon request.

C. Claims of \$5,000 or Less.

i. Lead Jurisdiction Responsibilities.

The lead jurisdiction shall be responsible for working with the Tactical Commander to gather records relating to the VSWAT Team response. The lead jurisdiction shall provide records to its insurance provider and shall assist its insurance provider in assessing liability for acts associated with the claim. The lead jurisdiction shall notify the other jurisdictions of any determinations as to liability. In determining whether a claim should be paid, the lead jurisdiction and its insurance provider shall, at a minimum, consider the potential legal defenses to the claim and the costs of defending the claim.

ii. Liability Determination – Apportionment of Damages.

The lead jurisdiction, with the assistance of its insurance provider and risk manager, shall determine whether the VSWAT Team is liable for damages set forth in a claim, and whether the payment of the claim would be in the best interest of the jurisdictions and/or the VSWAT Team. In the event the lead jurisdiction determines that payment of a claim is appropriate, such determination shall be final and binding upon other jurisdictions and payment shall be apportioned equally among all jurisdictions that participated in the VSWAT Team response. The insurance provider for the lead jurisdiction shall provide full payment to the claimant, and each jurisdiction that participated in the response shall reimburse the insurance provider for its equal share of such payment.

Prior to the payment of any claim, and as a condition of such payment, the insurance provider providing payment shall obtain from the claimant a complete and total release of liability on behalf of all jurisdictions participating in the VSWAT Team and each and every officer, agent, or volunteer of those participating jurisdictions.

In the event the lead jurisdiction determines that the VSWAT Team is not liable for damages set forth in a claim or that the payment of the claim would not be in the best interest of the jurisdictions and/or the VSWAT Team, the lead jurisdiction shall notify the other jurisdictions of the determination, and such determination shall be binding on the other jurisdictions; PROVIDED, that another jurisdiction that determines that payment is appropriate may pay such claim in full, and shall not seek reimbursement from the other participating jurisdictions.

iii. Letter From Insurance Adjusters.

In the event a lead jurisdiction, in conjunction with its insurance provider, determines that payment of a claim is appropriate, the insurance provider shall provide each of the participating

jurisdictions with a letter stating the determination and the bases for such determination.

D. Claims over \$5,000.

i. Lead Jurisdiction Responsibilities.

The lead jurisdiction shall schedule a meeting with all jurisdictions participating in the VSWAT Team to discuss the claim and to determine the appropriate manner in which to respond and/or defend the claim. The Board and persons listed in Section XVII of this Agreement shall be notified of the meeting.

XVI. PROCESSING OF LAWSUITS.

A. Notification to Other Jurisdictions.

In the event a jurisdiction is served with a lawsuit, that jurisdiction shall provide notice and documentation of the lawsuit to each of the other jurisdictions in accordance with Section XIV of this Agreement.

B. Coordination of Initial Meeting.

The jurisdiction that initially receives a lawsuit shall schedule a meeting with all of the jurisdictions participating in the VSWAT Team to discuss the lawsuit and to determine the appropriate manner within which to respond and/or defend the lawsuit. The Board and persons listed in Section XVII of this Agreement shall be notified of the meeting.

XVII. NOTIFICATION OF CLAIMS AND LAWSUITS.

Section XIV of this Agreement requires that the jurisdiction receiving a claim or lawsuit notify the other jurisdictions of the claim or lawsuit and provide documentation of that claim or lawsuit to the other jurisdictions. Nothing in this Agreement shall be deemed a waiver by any participating jurisdiction of the requirements set forth in Chapter 4.96 RCW, and the fact that a participating jurisdiction provides notice or copies of a claim to another jurisdiction shall not be deemed compliance with 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 participating jurisdiction provides notice or copies of a lawsuit to another jurisdiction shall not be deemed adequate service of such lawsuit in accordance with the State or Federal Rules of Civil Procedure or the Revised Code of Washington.

For the purposes of implementing Section XIV of this Agreement, the following persons from each jurisdiction shall receive any required notification or documentation:

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<p><u>Auburn:</u></p> <p>Auburn City Attorney 25 West Main Street Auburn, WA 98001 (253) 931-3030</p>	<p><u>Kent:</u></p> <p>Kent City Attorney 220 4th Avenue South Kent, WA 98032 (253) 856-5781</p>
<p>Auburn Police Chief 340 East Main Street,, Suite 201 Auburn, WA 98002 (253) 931-3080</p>	<p>Kent Risk Manager 220 4th Avenue South Kent, WA 98032 (253) 856-5285</p>
<p>Auburn Human Resources Director/Risk Manager 25 West Main Street Auburn, WA 98001 (253) 931-3040</p>	<p>Kent City Clerk 220 4th Avenue South Kent, WA 98032 (253) 856-5728</p>
<p>Auburn City Clerk 25 West Main Street Auburn, WA 98001 (253) 931-3039</p>	<p>Kent Police Chief 220 4th Avenue South Kent, WA 98032 (253) 856-5888</p>
<p><u>Port of Seattle:</u></p> <p>Port of Seattle Claims Manager P.O. Box 68727 Seattle, WA 98168</p>	<p><u>Federal Way:</u></p> <p>Federal Way City Clerk 33325 – 8th Avenue South Federal Way, WA 98003</p>
<p><u>Tukwila:</u></p> <p>City Clerk City of Tukwila 6200 Southcenter Blvd. Tukwila, WA 98188</p>	<p>Federal Way City Attorney 33325 – 8th Avenue South Federal Way, WA 98003</p>
<p><u>WCIA:</u></p> <p>Claims Manager WCIA P.O. Box 88030 Tukwila, WA 98138</p>	<p><u>Renton:</u></p> <p>Renton Risk Manager 1055 So. Grady Way Renton, WA 98057</p>
<p><u>CIAW:</u></p> <p>Director of Claims Canfield & Associates, Inc. 451 Diamond Drive Ephrata, WA 98823</p>	

XVIII. COMPLIANCE WITH THE LAW

The VSWAT Team and all its members shall comply with all federal, state, and local laws that apply to the VSWAT Team.

XIX. ALTERATIONS

This Agreement may be modified, amended, or altered by agreement of all participating jurisdictions and such alteration, amendment, or modification shall be effective when reduced to writing and executed in a manner consistent with paragraph XXIII of this Agreement.

XX. RECORDS

Each jurisdiction shall maintain training records related to the VSWAT Team for a minimum of seven (7) years. A copy of these records will be forwarded and maintained with the designated VSWAT Team Training Coordinator. All records shall be available for full inspection and copying by each participating jurisdiction.

XXI. FILING

Upon execution hereof, this Agreement shall be filed with the city clerks of the respective participating municipalities, and such other governmental agencies as may be required by law.

XXII. SEVERABILITY

If any part, paragraph, section, or provision of this Agreement is held to be invalid by any court of competent jurisdiction, such adjudication shall not affect the validity of any remaining section, part, or provision of this Agreement.

XXIII. MUNICIPAL AUTHORIZATIONS

This Agreement shall be executed on behalf of each participating jurisdiction by its duly authorized representative and pursuant to an appropriate resolution or ordinance of the governing body of each participating jurisdiction. This Agreement shall be deemed effective upon the last date of execution by the last so authorized representative. This Agreement may be executed by counterparts and be valid as if each authorized representative had signed the original document.

By signing below, the signor certifies that he or she has the authority to sign this Agreement on behalf of the jurisdiction, and the jurisdiction agrees to the terms of this Agreement.

Mayor, City of Auburn Date

City Attorney, City of Auburn Date

City Clerk, City of Auburn Date

Mayor, City of Renton Date

City Attorney, City of Renton Date

City Clerk, City of Renton Date

Joel Haggertan 5/20/11

Mayor, City of Tukwila Date

Rachel B... 5/10/11

City Attorney, City of Tukwila Date

Melissa Hart, Acting 5/20/11

City Clerk, City of Tukwila Date

Mayor, City of Kent Date

City Attorney, City of Kent Date

City Clerk, City of Kent Date

City Manager, City of Federal Way Date

City Attorney, City of Federal Way Date

City Clerk, City of Federal Way Date

Chief Executive Officer, Port of Seattle Date

Port Counsel, Port of Seattle Date

Carol McNeilley 10/15/10
City Clerk, City of Federal Way Date

Chief Executive Officer, Port of Seattle Date Port Counsel, Port of Seattle Date



INFORMATIONAL MEMORANDUM

TO: **Community Service and Safety Committee**

FROM: **Bruce Linton, Chief of Police**

BY: **Eric Drever, Deputy Chief of Police**

CC: **Mayor Ekberg**

DATE: **April 13th, 2020**

SUBJECT: **Purchase of Licensing for mResilience Application**

ISSUE

Police Officers are at a higher risk of suicide than any other profession. In fact, suicide is so prevalent in the profession that the number of police officers who died by suicide ***is more than triple*** that of officers who were fatally injured in the line of duty. Researchers are attributing these statistics to the unique combination of easy access to deadly weapons, intense stress, and human devastation that police are exposed to on a daily basis.

BACKGROUND

The Tukwila Police Department has evaluated tools and programs for addressing stress, mental health, and resiliency in order to best prepare Tukwila Officers for navigating the negative impacts of their jobs. One of these tools is mResilience, which is a phone application that gives law enforcement personnel immediate access to peer support, mental health professionals, stress management tools, and resiliency training.

DISCUSSION

Community wellness requires healthy officers. This expenditure continues the progress of the Tukwila Police Department Wellness & Resiliency Program which was presented to the City Council's Public Safety Committee in May 2019.

FINANCIAL IMPACT

Expenditure of \$5000.00 from the Police Department federal seizure fund.

RECOMMENDATION

Staff recommends expending \$5000.00 from the Police Department federal seizure fund.

ATTACHMENTS

mResilience Application Information Document
mResilience Licensing Agreement



FIRST RESPONDERS AND RESILIENCE

First responders put resilience to the test every day. The ability to “bounce back” is critical to do the work of protecting and saving lives. But the challenges of first responder work hit at the core. **Strengthening** and **maintaining resilience** can be the cornerstone of any prevention program.

DEPARTMENT CHALLENGES

- Impact of stress on productivity, performance and retention
- Cost-effective ways to address the mental challenges of the job
- The stigma against seeking psychological help

OUR VISION

To provide first responders with the tools and skills necessary to develop, maintain and rebuild personal resilience.

mRESILIENCE IS

- Customizable
- Confidential
- Accessible 24/7
- Research-focused

mRESILIENCE OFFERS

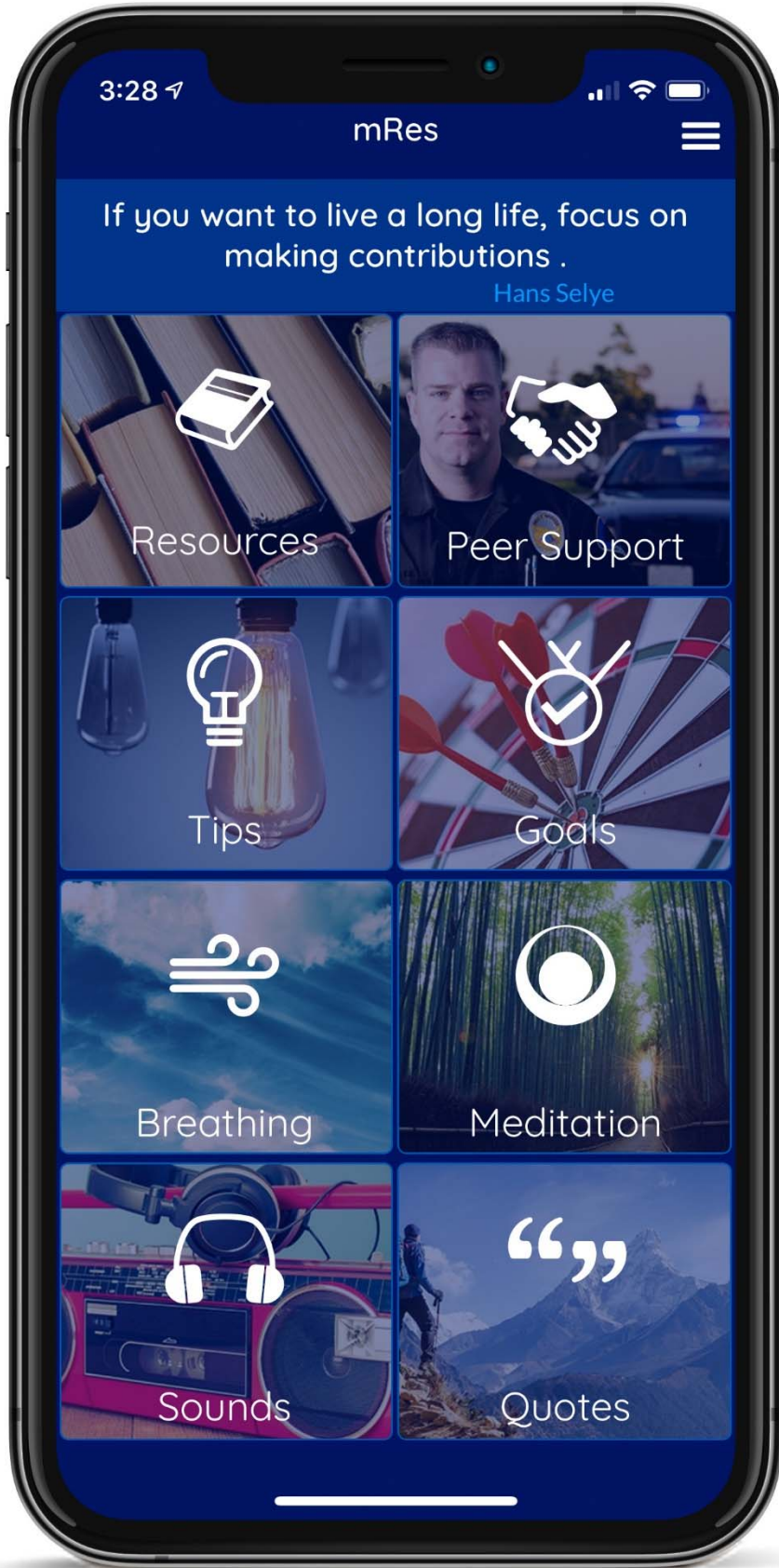
- Customizable, resilience-building mobile app
- In-person resilience training tailored to department's needs
- Effective stress management and performance-enhancing tools
- Ways to connect to supportive networks in and beyond the department
- An understanding of the physiological response to stressful events

EFFECTS OF STRESS AND TRAUMA*

- POOR CARDIAC HEALTH
- OBESITY
- SUBSTANCE ABUSE
- BURNOUT
- DEPRESSION
- PTSD
- SUICIDE

INTRODUCING THE mRES MOBILE APP

- *A customizable toolkit available 24/7 in responders' back pocket*
- *Direct and confidential access to department peer support team*
- *Self-regulation tools to improve the stress response*
- *Goal-setting to build attainable achievements*
- *Easy access to department, local and national resources*



Price Quote

Quote #: Tukwila PD-2020-001

Date: April 1, 2020

Expires: July 1, 2020

TO: Deputy Chief Erik Drever
 Tukwila Police Department
 6200 Southcenter Blvd.
 Tukwila, WA 98188

Dear Chief Drever,

TIAG is pleased to provide this updated price quote in response to your interest in mResilience, our customized, confidential and on-demand service to develop, maintain and rebuild personal resilience. It is our sincere desire and hope to foster a partnership with the Tukwila Police Department, growing and improving the resilience and wellness resources and services for the law enforcement community.

This quote includes the following mResilience elements:

- mResilience Services
- Price Quote
- On-boarding roles and responsibilities
- Subscription Agreement (Appendix A, separate attachment)

mResilience Services

The following services are included with mResilience:

- Application and admin portal setup and configuration
- Administrator portal access for customized resources and information
- mRes mobile application access for all Tukwila PD staff and their spouses or domestic partners
- On-demand push notification capabilities
- Free maintenance and product updates for duration of license
- Mobile application usage analytics reporting
- Standard business hours technical support
- At-cost refresher training, as requested

Price Quotes:

Annual Enterprise License and Subscription

TIAG will provide an annual enterprise license to Tukwila PD for the mResilience services. This quote is based on 80 sworn officers.

Description	Price
Annual, mResilience Enterprise License and Subscription service	\$5,000.00
Quote Total:	\$5,000.00

On-boarding Roles and Responsibilities

The following roles and responsibilities will ensure a successful standup of services, information consolidation and training necessary for a smooth organizational roll-out of the mResilience service. NOTE: As a pilot location, much of these on-boarding functions have already been completed.

TIAG responsibilities:

- Provide a manager responsible for the on-boarding process
- Establish open and effective communication with the primary point of contact (POC)
- Collaborate with Tukwila PD to:
 - Gather local resources, and content for system inclusion
 - Gather and build local peer support and contact information
- Maintaining routine check-ins and service updates for any bug reports or outages
- Provide help desk support for updates and issue tracking
- Provide monthly analytics on *mRes* usage

Tukwila PD responsibilities:

- Establish a primary POC for the onboarding process
- Work with TIAG's on-boarding manger to establish onboarding timelines
- Assist with TIAG representatives identify specific resiliency offerings and training needs
- Work with TIAG's on-boarding team to establish:
 - Local admins
 - Local content and information gathering
 - Gather and establish content for Peer Support team members, and other contacts, as desired
- Provide periodic performance, satisfaction and features feedback to TIAG's on-boarding manager

TIAG is honored to provide this quote for mResilience services to Tukwila PD. If you have any questions or concerns on this quote, please don't hesitate to request a follow-up discussion or additional information.

Approved By:



Umang Modi
Managing Principal

To execute quote,
Accepted By:

Typed Name:
Position:
Date:



INFORMATIONAL MEMORANDUM

TO: Community Services & Safety Committee
FROM: Rachel Bianchi, Deputy City Administrator
CC: Mayor Allan Ekberg
DATE: April 21, 2020
SUBJECT: Seattle City Light Pole Yard

ISSUE

The Community Services and Safety Committee requested an update on the Seattle City Light (SCL) pole yard located in the Allentown neighborhood.

BACKGROUND

In the summer of 2015, it came to the attention of City staff that SCL was storing poles on right of way the agency owns adjacent to the Duwamish Hill Preserve in the Allentown neighborhood. The City received complaints from homeowners in the area regarding the smell. City staff met with SCL staff in September and October of 2015 and was told that the storage was necessary due to a multi-year pole replacement project, and that the storage area was moved from another location in Tukwila, which was adjacent to the North Wind's Weir. They relocated because they were looking to partner with a restoration company to set up a mitigation banking site at the old location. However, as of this writing no permits have been submitted for such a project.

At that time, SCL staff indicated that the odor was not much of an issue and that they would look at ways to mitigate the smell, including potential for increased plantings, masking agents and potentially covering the poles. City staff asked that they store a minimum amount of poles on the property – effectively moving to on-demand sourcing – but that idea was rejected by SCL staff due to the pole replacement project.

It is important to note that SCL has moved away from using creosote, and pentachlorophenol (PCP), as preservatives. SCL has specific environmental goals and discontinuing these preservatives is a part of this effort. The odor associated with the poles is actually diesel and not creosote; the diesel is used as a vehicle to deliver the preservatives into the poles and eventually the diesel odor evaporates (though not during the duration that the poles are stored in the yard).

As a result of this, the City contacted the Puget Sound Clean Air Authority (PSCAA), which is the regulator for odor- and air-related issues in the region. PSCAA and the City partnered to install an air quality monitor at Duwamish Park. While the air quality monitor cannot address odor, the PSCAA wanted to be able to determine whether there were adverse impacts to air quality in the neighborhood. They have since released a report on those findings, which can be found here:

<https://pscleanair.gov/DocumentCenter/View/3505/AllentownReportFinal?bidId=> The report indicates that the fine air particles and black carbon levels in Allentown are similar and slightly less than the overall Duwamish River Valley. The report does not address the SCL pole yard. Since 2015, when complaints have come into the City they have been referred to the PSCAA. The Tukwila Municipal Code is silent on odor-related issues. City staff refer other odor-related complaints to the PSCAA as well.

In 2017, SCL entered into an agreement with Tukwila Parks and Recreation to plant a vegetation buffer along the fence separating the two parties. This was the first attempt at odor mitigation and it was acknowledged that it would take several years for the vegetation to grow sufficiently to mitigate the odor.

SCL worked with the Duwamish Valley Youth Corps to establish the vegetation buffer. SCL has recently indicated they would like to continue the program.

Recently, Code Enforcement staff met with SCL's Environmental Manager/Real Estate Director, Bill Deveraux, who was also the same staff member involved in the 2015 discussions. He shared that they are currently testing a new wood preservative to further reduce environmental and human impacts and in January of this year issued a new "material standard" for its use. At this time, it is too early to understand whether the new preservative will reduce the odor issue in the neighborhood.

The City lacks any enforcement tool regarding the odor issue associated with the pole yard. As stated above, the pole yard is on SCL property and the TMC is silent on odor issues. SCL has indicated they will not move the pole yard as it is the best location to serve their pole replacement program.

RECOMMENDATION

Information only.



INFORMATIONAL MEMORANDUM

TO: Community Services and Safety Committee
FROM: Niesha Fort-Brooks, Community Engagement Manager
CC: Mayor Ekberg
Date: April 1, 2020
SUBJECT: Census 2020 Outreach and the Community Connectors Program

ISSUE

Staff has been requested to provide an update on Census 2020 outreach and the status of the Community Connectors Program.

DISCUSSION

2020 Census Outreach

Staff has been working in partnership with various stakeholders to ensure that Tukwila residents receive real time information about the 2020 Census. Staff has established partnerships with Refugee Women’s Alliance (REWA), the Tukwila School District Community Liaisons and Tukwila Food Pantry, as well as other organizations to get the word out on the importance of the Census. Like all communities across the country, Census outreach has been affected by the coronavirus pandemic in Tukwila.

City staff in collaboration with REWA’s Census Program Coordinator presented to REWA’s social workers about self-responding online, utilizing the 59 language guides provided by the U.S. Census Bureau, and the option to call in or use the paper form. This work was done before the “Stay Healthy, Stay Home” order. This partnership has allowed the City to work with both REWA and Tukwila School District Community Liaisons to ensure Tukwila’s non-English speakers have equitable access to the 2020 Census. Staff has worked with other organizations such as Tukwila HealthPoint, Global to Local, Foster High School, Tukwila King County Library and South King County Census Table.

Post-pandemic, staff is working with the Tukwila Food Pantry to insert half-sheets encouraging residents to participate in the 2020 Census with new updates from the Census Bureau. The City will translate this material into the top five languages to ensure inclusive outreach. The US Census Bureau extended the window for enumerators going door to door and self-responders to October 31, 2020, which allows for the apportionment counts to be delivered to the President by April 30, 2021, and redistricting data to be delivered to states no later than July 31, 2021. This extension will allow staff to continue with its outreach efforts by utilizing various messaging platforms and working in partnership with our stakeholders.

Community Connectors Program

The Community Connectors Program is currently on hold. Global to Local, the City's partner in this program, has had staff changes and capacity limitations that have limited their ability to support the program. As such, the City of Tukwila did not pursue its contractual relationship into 2020. Additionally, it has become clear that there is a need to re-examine the City's Community Connectors program in order to ensure it is meeting the intended goals. Earlier this year staff began a "listening tour" with former Connectors, representatives from community-based organizations and other stakeholders to determine next steps. The idea is to identify new stakeholders that have the capacity and resiliency to work in partnership with the City to meet our goals of inclusive outreach and communication.

Previous to the pandemic, the plan was to develop a proposal for a "Community Connectors 2.0" once the Census outreach was complete this Spring. Due to the uncertainty of the unknown with regard to the pandemic and shifting priorities to support senior meal delivery and the Tukwila Pantry, staff currently expects to have the program developed by third quarter of this year.



Tukwila City Council Community Services & Safety Committee – 2020 Work Plan

Kate Kruller, Chair; Thomas McLeod, Cynthia Delostrinos Johnson

	Description	Qtr	Dept	Action or Briefing	Status/Notes
1.	Public Safety Plan: Station 51/52 Contract Amendment (driveaway design, retaining wall design, vault shift, wetland mitigation)	1	AS/FD	A	Complete
2.	Fire Apparatus (SCBA fill station, body armor, SCBA cylinders & trans-fill whips)	1	FD	A	Complete
3.	Application to Sullivan Center Venue Management RFP	1	PR	A	Committee approved application but requested P&R return with the terms. TVCDA meetings on hold due to COVID-19.
1.	Case Files Records Digitization Funding Approval	1	PD	A	Complete
2.	Funding for additional transport officers	1	PD/CT	A	Complete
3.	Police Department 2019 4 th Quarter Report	1	PD	B	Complete
4.	Tukwila Works 2019 Overview	1	AS	B	Complete
5.	King County Levy Agreement	1	PR	A	Complete
6.	PROS Plan – Review and Adoption	1	PR	A	Complete
7.	Public Safety Plan: Fire Station murals	1	AS	A	Referred to ESJ & Arts Commission
8.	PD Purchase Request – ATV with Drug Seizure	2	PD	A	Complete
9.	SCL Light Poles impacts	2	DCD/AS	B	Scheduled for 4/27
10.	Update on Census Outreach	2	AS		Scheduled for 4/27
11.	Update on Community Connectors Program	2	AS		Scheduled for 4/27
12.	School Zone Speed Cameras Contract	2	PD	A	June
13.	Fire Department 2020 1 st Quarter Report	2	FD	B	
14.	2021 Minor Home Repair Application	2	HS	A	
15.	Police Department 2020 1 st Quarter Report	2	PD	B	
16.	PD Fleet Replacements	2	PD	A	
17.	Equity Policy Implementation	3	AS	B	
18.	Fire Station 51 Closeout	3	AS	A	
19.	Fire Department 2020 2 nd Quarter Report	3	FD	B	
20.	Wayback Inn Property Leases	3	HS	A	
21.	Police Department 2020 2 nd Quarter Report	3	PD	B	
22.	Fire Station 54 Maintenance & Next Steps	3	AS	A	
23.	2021-2022 Budget Components: Court, Police, Drug Seizure, Fire, Firemen’s Pension, Public Safety Plan, Parks, Golf, Human Services	3-4	Multiple	A	



Tukwila City Council Community Services & Safety Committee – 2020 Work Plan

24.	Justice Center Closeout	4	AS	A	
25.	Fire Department 2020 3 rd Quarter Report	4	FD	B	
26.	2021-2022 Human Services Contracts (above 40K)	4	HS	A	
27.	2021 Minor Home Repair Contract	4	HS	A	
28.	Police Department 2020 3 rd Quarter Report	4	PD	B	
29.	SCORE Financial Update	4	MO	B	Following COVID-19 impact analysis
30.	Fireworks Approvals	1-4	FD	A	As needed
31.	Parks Grant Applications & Agreements	1-4	PR	A	As needed; King Conservation District 1/27,
32.	Parks Capital Projects Updates/Agreements	1-4	PR	A	As needed; King County tax levy 2/24
33.	FD Cares Decision making		FD		Council direction 1/13; TBD
34.	Bank de-risking		ED	A	Public comment 2/3; TBD
35.	Tukwila Pond Master Plan Consultant Agreement		PR	A	Postponed until further notice
36.	Golf Equipment Plan & Capital Purchases		PR	A	Postponed