



**CITY OF EDGEWOOD
REGULAR COUNCIL MEETING AGENDA**

Tuesday, July 23, 2024 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA
Meeting Link: <https://cityofedgewood-org.zoom.us/j/86916509308>

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENT**
- 3. MAYOR'S REPORT**
- 4. CONSENT AGENDA:** *The consent agenda includes items that are routine in nature and are adopted by one motion. Should Council wish to discuss a consent agenda item, the item would be removed from the consent agenda and discussed under Council Business.*
The following items are presented for Council approval:
 - A.** Regular City Council Meeting Minutes of July 9, 2024
 - B.** Study Session Meeting Minutes of July 16, 2024
 - C.** Review of Board/Commission Minutes
 - D.** **AB24-027-** a motion approving July 2024 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; IRS 941; Employment Security Department; Dept of Labor & Industries; Employment Security Department-PFML; and Employment Security Department-WA Cares Fund; in the amount of \$151,853.17 and Vendor Check Numbers 26189 through 26198, with EFT and Direct Pay Payments in the amount of \$240,626.16. Total distributions submitted for review and authorization in the amount of \$392,479.33.
 - E.** **AB24-0736** - Resolution 24-0736 Pierce County Sheriff's Interlocal Agreement (ILA) – Law Enforcement Services
 - F.** **AB24-0737** - Resolution 24-0737 Continual Resolution - Executing Opioid Settlement Agreements
- 5. COUNCIL BUSINESS**
 - A.** **AB24-028** - Appointment/Confirmation of Economic Development Advisory Board Applicant
 - B.** **AB24-029** - Appointment to Pros/Cons Committee
- 6. COUNCIL COMMENTS**
- 7. ADJOURN**

This meeting is accessible to persons with disabilities. For individuals who may require special accommodations, please contact City Hall at (253) 952.3299, 24 hours in advance.



CITY OF EDGEWOOD

REGULAR COUNCIL MEETING AGENDA SUMMARY

Tuesday, July 9, 2024 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1 CALL TO ORDER

Mayor Olson called the meeting to order at 7:00pm and Evelyn Howey led the attendees in the Pledge of Allegiance.

Present: Mayor Olson, Deputy Mayor Tomin, Councilmember Pazaruski, Councilmember Ramirez, Councilmember Keith, Councilmember West, Councilmember Southard **Excused:** Councilmember Buckley **Staff Present:** Assistant City Administrator Rachel Pitzel, City Clerk/HR Director Jill Schwerzler-Herrera, Community Development Director Jeremy Metzler, City Attorney Maili Barber

2 PRESENTATION

A. East Pierce Fire & Rescue

East Pierce Fire & Rescue Fire Chief Jon Parkinson, was in attendance to provide an in depth presentation to the Council.

3 AUDIENCE COMMENT

Daryl Eidinger spoke.

4 MAYOR'S REPORT

Mayor Olson read his report into the record.

5 CONSENT AGENDA:

A. **AB24-026-** a motion approving July 2024 Budgeted Expenditures as follows: AWC Employee Benefit Trust; Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; and IRS 941 in the amount of \$174,029.44 and Vendor Check Numbers 26177 through 26188, with EFT and Direct Pay Payments in the amount of \$422,659.67. Total distributions submitted for review and authorization in the amount of \$596,689.11.

B. Regular City Council Meeting Minutes of June 25, 2024

C. Study Session Meeting Minutes of July 2, 2024

Motion: As read **Action:** Approved **Moved by:** Councilmember Pazaruski **Seconded by:** Councilmember West **Motion Passed 6-0**

6 COUNCIL BUSINESS

A. **AB24-0665** - Ordinance 24-0665 extending emergency interim zoning control regulations adopted by Ordinance 23-0647

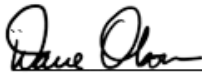
Motion: As read **Action:** Approved **Moved by:** Deputy Mayor Tomin **Seconded by:** Councilmember Ramirez **Motion Passed 6-0**

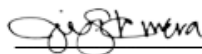
7 COUNCIL COMMENTS

Councilmember Ramirez, Deputy Mayor Tomin, and Mayor Olson spoke.

8 ADJOURN

Mayor Olson adjourned the meeting at 7:30pm.


Dave Olson
Mayor


Jill Schwerzler-Herrera
City Clerk/HR Director



CITY OF EDGEWOOD

STUDY SESSION MEETING AGENDA SUMMARY

Tuesday, July 16, 2024 – 7:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1 CALL TO ORDER

Mayor Olson called the meeting to order at 7:00pm and led the attendees in the Pledge of Allegiance.

Present: Mayor Olson, Deputy Mayor Tomin, Councilmember Pazaruski, Councilmember Ramirez, Councilmember Keith, Councilmember West, Councilmember Southard **Excused:** Councilmember Buckley, **Staff Present:** Assistant City Administrator Rachel Pitzel, City Clerk/HR Director Jill Schwerzler-Herrera, Community Development Director Jeremy Metzler, Finance Director Hardeep Goraya, Public Works Director Chuck Hendricksen, Police Chief Jason Youngman

2 INTERVIEW

A. Economic Development Advisory Board Applicant

Applicant for the Economic Development Advisory Board Shawn Olesen shared a little about himself and why he wished to volunteer for the board.

3 COUNCIL BUSINESS

A. Equity, Diversity, and Inclusion (Trainings, Planning, etc.)

Deputy Mayor Tomin gave an update regarding what the subcommittee has been working on.

B. EMC 18.100.030 Animals

Community Development Director Metzler brought this item forward for a detailed discussion and laid out a timeline for future review and discussion by the Planning Commission and Council. A detailed discussion then ensued between the Council and staff.

C. Discussion - Non-conforming v. Lawfully Established

Community Development Director Metzler discussed this agenda item briefly, and reviewed the two scenarios to consider relevant to case law.

D. Continual Resolution - Executing Opioid Settlement Agreements

Assistant City Administrator Pitzel discussed how this resolution would facilitate the City's ability to access and use funds from opioid settlements efficiently and effectively for ongoing efforts to combat the opioid crisis. The Council agreed to place it on an upcoming consent agenda.

E. Pierce County Sheriff's Interlocal Agreement (ILA) – Law Enforcement Services

Assistant City Administrator Pitzel briefly reviewed and then discussed this ILA, asking that it be placed on an upcoming consent agenda.

4 OTHER COUNCIL ITEMS

Councilmembers Southard, Pazaruski, Ramirez, Deputy Mayor Tomin, and Mayor Olson spoke.

5 ADJOURN

Mayor Olson adjourned the meeting at 8:50pm.

Dave Olson
Mayor

Jill Schwerzler-Herrera
City Clerk HR Director



CITY OF EDGEWOOD

PLANNING COMMISSION MEETING AGENDA SUMMARY

Monday, June 10, 2024 – 6:00 PM ♦ City Hall – 2224 104th Avenue East ♦ Edgewood, WA

1 CALL TO ORDER

Chair Overfield called the meeting to order at 6pm and led attendees in the Pledge of Allegiance.

Present: JoAnn Overfield, Tom Green, Carly Guillory, Allison Pincas, Jan Furey, Carly Lenoir, Sarah

Wagner **Staff:** Community Development Director Metzler

2 CONSENT AGENDA:

- a. Agenda Approval or Modifications
- b. Review Planning Commission meeting minutes from May 13, 2024

Motion: As Read **Action:** Approve, **Moved by:** Commissioner Greene **Seconded by:** Commissioner Lenoir **Motion Passed 7-0**

3 CITIZEN COMMENT PERIOD

There were no citizen comments.

4 ACTION ITEMS

- a. SB 5290 Interim Ordinance Recommendation
Motion: approve **Action:** Approve, **Moved by:** Commission Furey **Seconded by:** Commissioner Pincas **Motion Passed 7-0**

5 DISCUSSION ITEMS

- a. 2024 Comp Plan Periodic Update - Draft Chapter Review
Nicole Stickney with AHBL presented the Transportation Elements Survey results, and answer the Commissioners questions.
- b. Middle Housing
Community Development Director Metzler gave a quick update on this agenda item for informational purposes.
- c. 2024 Work Plan
Commissioners reviewed the existing work plan briefly.

6 STAFF COMMENTS

Community Development Director Metzler provided updates.

7 COMMISSIONER UPDATES

Commissioner Pincas shared that she will be resigning from the Planning Commission effective after the June meeting.

8 ADJOURN

Chair Overfield adjourned the meeting at 7:40pm.



City Of Edgewood Council Agenda Summary Sheet

Subject: AB24-027- a motion approving July 2024 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; IRS 941; Employment Security Department; Dept of Labor & Industries; Employment Security Department-PFML; and Employment Security Department-WA Cares Fund; in the amount of \$151,853.17 and Vendor Check Numbers 26189 through 26198, with EFT and Direct Pay Payments in the amount of \$240,626.16. Total distributions submitted for review and authorization in the amount of \$392,479.33.	Agenda Item #:
	For Agenda of: 7/23/2024
	Prepared by: Stephanie Goff, Vicki Lundgren
Attachments (list): 1. 072324 Voucher Directory 2. 072324 Claims Register	
Approval of Materials: Stephanie Goff, Vicki Lundgren Rachel Pitzel, Assistant City Administrator 7/18/2024 Dave Olson 7/18/2024	Expenditure Required: \$392,479.33
	Amount Budgeted: \$392,479.33
	Timeline:

Summary Statement:

Approving July 2024 Budgeted Expenditures as follows: Deferred Compensation Program; Payroll Direct Deposit; Department of Retirement Systems; IRS 941; Employment Security Department; Dept of Labor & Industries; Employment Security Department-PFML; and Employment Security Department-WA Cares Fund; in the amount of \$151,853.17 and Vendor Check Numbers 26189 through 26198, with EFT and Direct Pay Payments in the amount of \$240,626.16. Total distributions submitted for review and authorization in the amount of \$392,479.33.

Item History:

Recommended Action:

Fiscal Note/Consideration:



Voucher Directory

Fiscal: : 2024 - July
Council Date: : 2024 - July - 2nd Council Meeting

Vendor	Number	Reference	Account Number	Description	Amount
Ainsworth Inc.					
	Direct Pay Payment 7/18/2024 11:22:40 AM - 1	2024 - July - 2nd Council Meeting			
	MOCK				
		July Services			
		001-018-000-518-85-41-01	Contracted IT Services		\$521.05
			EnteliWEB Software Upgrade		
	Total MOCK				\$521.05
	Total Direct Pay Payment 7/18/2024 11:22:40 AM - 1				\$521.05
Total Ainsworth Inc.					\$521.05
Alpine Products/AramSCO, Inc.					
	Direct Pay Payment 7/18/2024 11:22:40 AM - 2	2024 - July - 2nd Council Meeting			
	TM-225461				
		July Purchases			
		001-076-000-576-80-31-01	Operational Supplies		\$664.15
			Park Hours & Pull Forward Signs (Qty 4)		
		101-000-000-542-64-31-11	Traffic Control Devices-Signs		\$642.94
			Crosswalk Signs (Qty 6)		
	Total TM-225461				\$1,307.09
	Total Direct Pay Payment 7/18/2024 11:22:40 AM - 2				\$1,307.09
Total Alpine Products/AramSCO, Inc.					\$1,307.09
American Shredding					
	EFT Payment 7/18/2024 11:16:49 AM - 1	2024 - July - 2nd Council Meeting			
	15596070824				
		July-Aug Svcs			
		001-018-000-518-30-41-01	Professional Services		\$67.50
			Bi Monthly Rental of 1 Executive Console		
	Total 15596070824				\$67.50
	Total EFT Payment 7/18/2024 11:16:49 AM - 1				\$67.50
Total American Shredding					\$67.50
AtWork! Commercial Enterprises, LLC					
	26189	2024 - July - 2nd Council Meeting			
	PS-INV105602				
		June Services			
		410-000-000-531-38-41-06	Storm Drainage-ROW Veg Maint		\$22,613.99

Vendor	Number	Reference	Account Number	Description	Amount
				Resolution No. 23-0696-Drainage District #21	
		Total PS-INV105602			\$22,613.99
	Total 26189				\$22,613.99
Total AtWork! Commercial Enterprises, LLC					\$22,613.99
Code Publishing Inc.					
26190				2024 - July - 2nd Council Meeting	
		GCI0014710			
			EMC Web Update		
			001-019-030-514-20-41-01	Professional Services	\$206.99
				EMC Updates	
		Total GCI0014710			\$206.99
	Total 26190				\$206.99
Total Code Publishing Inc.					\$206.99
Crystal Springs					
	EFT Payment 7/18/2024 11:16:49 AM - 2			2024 - July - 2nd Council Meeting	
	15787820 071024				
			July Water Delivery		
			001-018-000-518-20-31-01	Office & Operational Supplies	\$177.72
				Water Delivery	
		Total 15787820 071024			\$177.72
	Total EFT Payment 7/18/2024 11:16:49 AM - 2				\$177.72
Total Crystal Springs					\$177.72
Department of Revenue					
	EFT Payment 7/18/2024 11:16:49 AM - 3			2024 - July - 2nd Council Meeting	
	070324-DOR				
			Q2 2024 Excise Tax Return		
			401-000-000-535-10-41-51	State Taxes	\$1,104.78
				Q2 2024 Public Utility Tax	
		Total 070324-DOR			\$1,104.78
	Total EFT Payment 7/18/2024 11:16:49 AM - 3				\$1,104.78
Total Department of Revenue					\$1,104.78
Drain-Pro					
26191				2024 - July - 2nd Council Meeting	
		130872			
			7/7-8/3/24 Svcs Edgemont Park		
			001-076-000-576-80-45-03	Operating Rentals	\$144.50
				Edgemont Park	
		Total 130872			\$144.50

Vendor	Number	Reference	Account Number	Description	Amount
		130873			
			7/7-8/3/24 Svcs Nelson Nature Park		
			001-076-000-576-80-45-03	Operating Rentals	\$259.00
			Nelson Nature Park		
		Total 130873			\$259.00
		130874			
			7/7-8/3/24 Svcs Nelson Farm Park		
			001-076-000-576-80-45-03	Operating Rentals	\$144.50
			Nelson Farm Park		
		Total 130874			\$144.50
		130875			
			7/7-8/3/24 Svcs Trailhead Park		
			001-076-000-576-80-45-03	Operating Rentals	\$224.50
			Trailhead Park		
		Total 130875			\$224.50
		130876			
			7/7-8/3/24 Svcs PW Yard		
			001-076-000-576-80-45-03	Operating Rentals	\$144.50
			PW Yard		
		Total 130876			\$144.50
	Total 26191				\$917.00
Total Drain-Pro					\$917.00
KPG Psomas, Inc.					
	26192		2024 - July - 2nd Council Meeting		
		210279			
			June Svcs-Interurban Trail Phase III		
			310-000-000-594-76-63-05	Improvements - Cap Park Projects	\$16,333.20
			Interurban Trail Phase III		
		Total 210279			\$16,333.20
	Total 26192				\$16,333.20
Total KPG Psomas, Inc.					\$16,333.20
Landau Associates					
	26193		2024 - July - 2nd Council Meeting		
		0058942			
			Prj 0495116.010-Prologis Park EIS		
			001-058-000-558-60-41-01	Professional Services-Reimbursable	\$982.50
			Prologis Park EIS-Preparation Noise Support Svcs		
		Total 0058942			\$982.50
	Total 26193				\$982.50
Total Landau Associates					\$982.50

Vendor	Number	Reference	Account Number	Description	Amount
Madrona Law Group, PLLC					
		Direct Pay Payment 7/18/2024 11:22:40 AM - 3	2024 - July - 2nd Council Meeting		
		12672			
			June Services		
			001-018-000-515-41-41-01	Legal Services-External	\$32.25
				Suelo Marina/Dhaliwal TC Landing LID Foreclosure	
		Total 12672			\$32.25
		Total Direct Pay Payment 7/18/2024 11:22:40 AM - 3			\$32.25
Total Madrona Law Group, PLLC					\$32.25
McKinstry Co, LLC					
		Direct Pay Payment 7/18/2024 11:22:40 AM - 4	2024 - July - 2nd Council Meeting		
		10254682			
			June Services-WO #9948956		
			001-018-000-518-30-48-03	Maintenance/Repairs - Buildings	\$3,060.58
				Edgemont Park-Plumbing Diagnosis and Repair	
		Total 10254682			\$3,060.58
		Total Direct Pay Payment 7/18/2024 11:22:40 AM - 4			\$3,060.58
Total McKinstry Co, LLC					\$3,060.58
Menke Jackson Beyer, LLP					
		26194	2024 - July - 2nd Council Meeting		
		063024-MJBLLP			
			June Services		
			001-018-000-515-41-41-01	Legal Services-External	\$529.50
				Edgewood-re Suelo Marina, LLC	
		Total 063024-MJBLLP			\$529.50
		Total 26194			\$529.50
Total Menke Jackson Beyer, LLP					\$529.50
Mt. View-Edgewood Water Co.					
		EFT Payment 7/18/2024 11:16:49 AM - 4	2024 - July - 2nd Council Meeting		
		3401-100385 5/8-7/8/24			
		5/8-7/8/24			
			001-018-000-518-30-47-02	Water	\$88.32
				Edgewood Community Park	
		Total 3401-100385 5/8-7/8/24			\$88.32
		3401-2746 5/8-7/8/24			
		5/8-7/8/24 2224 104th Ave E			
			001-018-000-518-30-47-02	Water	\$311.90
				City Hall	
		Total 3401-2746 5/8-7/8/24			\$311.90
		3401-2823 5/8-7/8/24			
		5/8-7/8/24 10311 22nd St E			
			001-018-000-518-30-47-02	Water	\$54.82

Vendor	Number	Reference	Account Number	Description	Amount
			PW Garage		
		Total 3401-2823 5/8-7/8/24			\$54.82
		3401-2961 5/8-7/8/24			
		5/8-7/8/24 1800 Meridian Ave E			
		001-018-000-518-30-47-02	Water		\$411.78
			1800 Meridian Ave E		
		Total 3401-2961 5/8-7/8/24			\$411.78
		3401-3796 5/8-7/8/24			
		5/8-7/8/24 1200 Meridian Ave E			
		001-018-000-518-30-47-02	Water		\$676.88
			1200 Meridian Ave E (Increase in Consumption-Irrigation Leak)		
		Total 3401-3796 5/8-7/8/24			\$676.88
		Total EFT Payment 7/18/2024 11:16:49 AM - 4			\$1,543.70
		Total Mt. View-Edgewood Water Co.			\$1,543.70
Pierce County Budget & Finance					
26195			2024 - July - 2nd Council Meeting		
		CI-354338			
		2024 PCRC Dues			
		001-018-000-518-90-49-55	Pierce County Regional Council		\$481.14
			2024 PCRC Dues		
		Total CI-354338			\$481.14
		Total 26195			\$481.14
		Total Pierce County Budget & Finance			\$481.14
Pierce County Budget & Finance Court					
26196			2024 - July - 2nd Council Meeting		
		CI-353959			
		3rd Qtr 2024 Services			
		001-021-000-512-52-41-01	Court Services - Contracted		\$29,927.00
			3rd Qtr 2024 Services		
		Total CI-353959			\$29,927.00
		Total 26196			\$29,927.00
		Total Pierce County Budget & Finance Court			\$29,927.00
Pierce County Budget & Finance PW					
26197			2024 - July - 2nd Council Meeting		
		CI-354031			
		May Services			
		101-000-000-542-64-41-02	Traffic Control Devices-Traffic Operations (Contract)		\$1,426.20
			May Services-Signs & Signals		
		Total CI-354031			\$1,426.20
		CI-354308			
		June M&O Services			
		101-000-000-542-38-41-02	Roadway-Road Maint (Intergov contract)		\$1,773.55

Vendor	Number	Reference	Account Number	Description	Amount
			101-000-000-542-38-41-02	Roadway-Road Maint (Intergov contract)	\$44,592.17
			101-000-000-542-70-41-04	Roadside-ROW Veg Maint (Intergov)	\$18,652.23
			410-000-000-531-38-41-06	Storm Drainage-ROW Veg Maint	\$45,027.83
			410-000-000-531-38-41-07	Storm Drainage-Polution Control	\$11,145.27
			410-000-000-531-38-41-10	Storm Drainage-Ditch Maint	\$8,919.76
			410-000-000-531-38-41-12	Storm Drainage-Drain Maint	\$1,773.55
			410-000-000-531-38-41-13	Storm Drainage-Structure Maint	\$8,033.27
		Total CI-354308			\$139,917.63
	Total 26197				\$141,343.83
Total Pierce County Budget & Finance PW					\$141,343.83
Puget Sound Energy					
	EFT Payment 7/18/2024 11:16:49 AM - 5	2024 - July - 2nd Council Meeting			
	Invoice - 7/15/2024 12:48:00 PM				
	220033631924 June 2024				
			001-018-000-518-30-47-01	Electricity	\$190.21
				5/31-6/28/2024 Services	
	Total Invoice - 7/15/2024 12:48:00 PM				\$190.21
	Total EFT Payment 7/18/2024 11:16:49 AM - 5				\$190.21
Total Puget Sound Energy					\$190.21
Raedeke Associates, Inc.					
	Direct Pay Payment 7/18/2024 11:22:40 AM - 5	2024 - July - 2nd Council Meeting			
	61361				
			Prj 2018-097 June Services		
			001-058-000-558-60-41-01	Professional Services-Reimbursable	\$1,971.48
				215-1;23-1299-Homestretch Preliminary Plat-1st Review	
			001-058-000-558-60-41-01	Professional Services-Reimbursable	\$1,311.00
				214-1;23-1528-Pasquier-1st Review	
			001-058-000-558-60-41-01	Professional Services-Reimbursable	\$79.50
				213-1;24-1026-Olympic Rockery-1st Review	
	Total 61361				\$3,361.98
	Total Direct Pay Payment 7/18/2024 11:22:40 AM - 5				\$3,361.98
Total Raedeke Associates, Inc.					\$3,361.98
Shell					
	EFT Payment 7/18/2024 11:16:49 AM - 6	2024 - July - 2nd Council Meeting			
	98265444				
			June Statement		
			001-022-000-548-30-32-01	Fuel	\$2,158.50
				June Statement	
	Total 98265444				\$2,158.50
	Total EFT Payment 7/18/2024 11:16:49 AM - 6				\$2,158.50
Total Shell					\$2,158.50

Vendor	Number	Reference	Account Number	Description	Amount
Smarsh, Inc.					
	EFT Payment 7/18/2024 11:16:49 AM - 7		2024 - July - 2nd Council Meeting		
	INV-192939				
		6/1-6/30/24 Web Archiving			
		001-018-000-518-85-49-03	Computer Subscriptions		\$1.76
			6/1-6/30/24 Web Archiving		
	Total INV-192939				\$1.76
	Total EFT Payment 7/18/2024 11:16:49 AM - 7				\$1.76
Total Smarsh, Inc.					\$1.76
TK Elevator					
	Direct Pay Payment 7/18/2024 11:22:40 AM - 6		2024 - July - 2nd Council Meeting		
	6000731247				
		PO 2024011			
		001-018-000-518-30-48-03	Maintenance/Repairs - Buildings		\$2,747.91
			Furnish & Install Door Lock Monitoring Device		
	Total 6000731247				\$2,747.91
	Total Direct Pay Payment 7/18/2024 11:22:40 AM - 6				\$2,747.91
Total TK Elevator					\$2,747.91
Traffic Management, Inc.					
	Direct Pay Payment 7/18/2024 11:22:40 AM - 7		2024 - July - 2nd Council Meeting		
	1128295				
		June Services			
		101-000-000-542-64-31-11	Traffic Control Devices-Signs		\$3,297.97
			Rental-Solar Messageboard Signs-Jovita Blvd E & 114th Ave E		
	Total 1128295				\$3,297.97
	Total Direct Pay Payment 7/18/2024 11:22:40 AM - 7				\$3,297.97
Total Traffic Management, Inc.					\$3,297.97
US Bank ACH/EFT					
	EFT Payment 7/18/2024 11:19:21 AM - 1		2024 - July - 2nd Council Meeting		
	070524-US Bank				
		June Safekeeping Fees			
		001-018-000-514-20-42-05	Bank & Bond Fees		\$28.00
			June Safekeeping Fees		
	Total 070524-US Bank				\$28.00
	Total EFT Payment 7/18/2024 11:19:21 AM - 1				\$28.00
Total US Bank ACH/EFT					\$28.00
US Bank Corporate Payment System					
	EFT Payment 7/18/2024 11:16:49 AM - 8		2024 - July - 2nd Council Meeting		
	062524-US Bank				
		June Statement			
		001-014-000-514-20-43-02	Lodging & Meals		\$621.03
			S.Goff-Double Tree Hotel-GFOA Conference Orlando,FL-H.Goraya		

Vendor	Number	Reference	Account Number	Description	Amount
			001-018-000-518-20-31-01	Office & Operational Supplies	\$60.21
				B.Whitman-Home Depot-Grommets for Barn Flag	
			001-018-000-518-20-31-01	Office & Operational Supplies	\$809.11
				B.Whitman-Flags-A-Flying-City Hall Flags and Attachments	
			001-018-000-518-20-31-01	Office & Operational Supplies	\$83.71
				J.Bartelson-Costco-Garbage Bags	
			001-018-000-518-20-39-11	Teambuilding-Supplies	\$8.00
				J.Bartelson-Ferris Fun Foods-Mayor Birthday Treat-BE Team	
			001-018-000-518-20-39-11	Teambuilding-Supplies	\$24.99
				J.Bartelson-Costco-Food & Supplies-Staff Summer BBQ-BE Team	
			001-018-000-518-20-39-11	Teambuilding-Supplies	\$10.00
				J.Bartelson-Starbucks-J.Metzler Birthday Treat-BE Team	
			001-018-000-518-85-49-03	Computer Subscriptions	\$708.00
				M.Ray-Scribe-Annual Membership for Staff	
			001-018-000-518-85-49-03	Computer Subscriptions	\$69.00
				M.Ray-Netflare/Dmarcly-Email Health/Reputation Monitor	
			001-019-010-518-10-49-02	Background Checks	\$22.00
				J.S-Herrera-WSP Background-Background Checks-Associate Planner & Code Compliance	
			001-019-030-514-20-41-01	Professional Services	(\$3.90)
				J.S-Herrera-PDFSimpli.com-Refunds for Previous Months Errors	
			001-021-000-521-20-31-01	Office & Operational Supplies	\$71.55
				J.Bartelson-Amazon-Awards Certificates-Community Academy-PD	
			001-021-000-521-20-31-01	Office & Operational Supplies	\$83.19
				J.Bartelson-Costco-Cookies & Cake-Community Academy-PD	
			001-022-000-548-30-31-53	PPE-Personal Protective Equipment	\$143.12
				J.Privett-Sportco-Keen Romeo Boots	
			001-022-000-548-30-31-53	PPE-Personal Protective Equipment	\$250.00
				G.Mehr-Red Wing Shoes-Work Boots	
			001-022-000-548-30-32-02	Supplies/Parts-Vehicles & Equipment	\$212.88
				B.Whitman-AMB-Mower Deck Wash Attachment	
			001-058-000-558-50-35-01	Books/Small Tools/Minor Equipment	\$2,337.81
				J.Tumelson-ICC-Code Books	
			001-058-000-558-60-41-08	Legal Notices/Publications	\$27.21
				M.Dorner-Click2Mail-Public Notice Postcards & Mailing #24-1175	
			001-076-000-576-80-41-01	Professional Services	\$1,900.00
				J.Bartelson-Gatherguard-Insurance-Edgewood Community Picnic	
Total 062524-US Bank					\$7,437.91
Total EFT Payment 7/18/2024 11:16:49 AM - 8					\$7,437.91
Total US Bank Corporate Payment System					\$7,437.91

Vendor	Number	Reference	Account Number	Description	Amount
WA Assoc. of Building Officials					
	26198			2024 - July - 2nd Council Meeting	
		46902			
			WABO-Accredited Code Official Program		
			001-058-000-558-50-49-01	Memberships & Subscriptions	\$55.00
				ACO Renewal Fee-J.Tumelson	
		Total 46902			\$55.00
	Total 26198				\$55.00
Total WA Assoc. of Building Officials					\$55.00
Xtreme Graphix, Inc.					
	EFT Payment 7/18/2024 11:16:49 AM - 9			2024 - July - 2nd Council Meeting	
	24-743				
			July Purchases		
			001-022-000-548-30-31-01	Operating Supplies	\$197.10
				Reflective Door Decals (Qty 4)	
		Total 24-743			\$197.10
	Total EFT Payment 7/18/2024 11:16:49 AM - 9				\$197.10
Total Xtreme Graphix, Inc.					\$197.10
Grand Total		Vendor Count	27		\$240,626.16

City of Edgewood 2024

July 23rd 2024 Council Meeting Check & EFT Payment Distribution Review & Authorization

Number	Name	Print Date	Amount
US Bank PAYROLL ACCOUNT DISTRIBUTION			
10611 Last Number Issued Previous Authorization			
<u>DCP EFT 7/15/24</u>	Deferred Compensation Program	7/15/2024	\$17,511.24
<u>Direct Deposit Run -</u>	Payroll Vendor	7/15/2024	\$86,319.35
<u>DRS EFT 7/15/24</u>	Dept of Retirement Systems	7/15/2024	\$18,189.92
<u>IRS 941 EFT 7/15/24</u>	IRS 941	7/15/2024	\$15,695.33
<u>Q2-2024 ESD UI EFT</u>	Employment Security Department	7/15/2024	\$1,513.54
<u>Q2-2024 L&I EFT</u>	Dept of Labor & Industry	7/15/2024	\$6,365.96
<u>Q2-2024 PFML EFT</u>	Employment Security Department-PFML	7/15/2024	\$4,227.69
<u>Q2-2024 WA Cares LTC</u>	Employment Security Department-WA Cares Fund	7/15/2024	\$2,030.14
Total			\$151,853.17

Number	Name	Print Date	Amount
CLAIM VOUCHER ACCOUNT DISTRIBUTION			
26188 Last Number Issued Previous Authorization			
<u>26189</u>	AtWork! Commercial Enterprises, LLC	7/23/2024	\$22,613.99
<u>26190</u>	Code Publishing Inc.	7/23/2024	\$206.99
<u>26191</u>	Drain-Pro	7/23/2024	\$917.00
<u>26192</u>	KPG Psomas, Inc.	7/23/2024	\$16,333.20
<u>26193</u>	Landau Associates	7/23/2024	\$982.50
<u>26194</u>	Menke Jackson Beyer, LLP	7/23/2024	\$529.50
<u>26195</u>	Pierce County Budget & Finance	7/23/2024	\$481.14
<u>26196</u>	Pierce County Budget & Finance Court	7/23/2024	\$29,927.00
<u>26197</u>	Pierce County Budget & Finance PW	7/23/2024	\$141,343.83
<u>26198</u>	WA Assoc. of Building Officials	7/23/2024	\$55.00
<u>Direct Pay Payment</u>	Ainsworth Inc.	7/23/2024	\$521.05
<u>Direct Pay Payment</u>	Alpine Products/Aramco, Inc.	7/23/2024	\$1,307.09
<u>Direct Pay Payment</u>	Madrona Law Group, PLLC	7/23/2024	\$32.25
<u>Direct Pay Payment</u>	McKinstry Co, LLC	7/23/2024	\$3,060.58
<u>Direct Pay Payment</u>	Raedeke Associates, Inc.	7/23/2024	\$3,361.98
<u>Direct Pay Payment</u>	TK Elevator	7/23/2024	\$2,747.91
<u>Direct Pay Payment</u>	Traffic Management, Inc.	7/23/2024	\$3,297.97
<u>EFT Payment 7/18/2024</u>	American Shredding	7/23/2024	\$67.50
<u>EFT Payment 7/18/2024</u>	Crystal Springs	7/23/2024	\$177.72
<u>EFT Payment 7/18/2024</u>	Department of Revenue	7/23/2024	\$1,104.78
<u>EFT Payment 7/18/2024</u>	Mt. View-Edgewood Water Co.	7/23/2024	\$1,543.70
<u>EFT Payment 7/18/2024</u>	Puget Sound Energy	7/23/2024	\$190.21
<u>EFT Payment 7/18/2024</u>	Shell	7/23/2024	\$2,158.50
<u>EFT Payment 7/18/2024</u>	Smarsh, Inc.	7/23/2024	\$1.76
<u>EFT Payment 7/18/2024</u>	US Bank Corporate Payment System	7/23/2024	\$7,437.91
<u>EFT Payment 7/18/2024</u>	Xtreme Graphix, Inc.	7/23/2024	\$197.10
<u>EFT Payment 7/18/2024</u>	US Bank ACH/EFT	7/23/2024	\$28.00
Total Claims Voucher Distribution			\$240,626.16

Total Distribution Submitted for Review & Authorization \$ 392,479.33

Authorization Adjustments:

Total Distribution Net of Prior Authorized Adjustments \$ 392,479.33

Claims Voucher Approval: I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Edgewood, and that I am authorized to authenticate and certify to said claim.

Accounting Manager, Stephanie Goff

Mayor, Dave Olson

Council Member



City Of Edgewood Council Agenda Summary Sheet

Subject: AB24-0736 - Resolution 24-0736 Pierce County Sheriff's Interlocal Agreement (ILA) – Law Enforcement Services	Agenda Item #: 4.E
	For Agenda of: 7/23/2024
	Prepared by: Rachel Pitzel
Attachments (list): 1. Sheriff ILA Resolution 24-0736 2. Edgewood Police ILA 2024 3. EXHIBIT A1 - Edgewood rates Q1 2024 4. EXHIBIT A2 - Edgewood rates Q2-Q4 2024	
Approval of Materials: Rachel Pitzel Rachel Pitzel, Assistant City Administrator 7/16/2024 Dave Olson 7/18/2024	Expenditure Required:
	Amount Budgeted:
	Timeline: 07/16/2024 – SS Discussion/Review 07/23/2024- Council Consideration under Consent Agenda

Summary Statement:

The Pierce County Sheriff's Office contract is a significant component of our annual City budget. Since its incorporation in 1996, the City has relied on the County for law enforcement services. Over the years, the number of patrol officers, specialized personnel, and the Police Chief has fluctuated. Through careful analysis, the City has found this partnership model provides the highest level of service with minimal liability and out-of-pocket costs.

In developing this updated ILA, the Sheriff's department adhered to guidance from the County Council's legal advisor, noting ILAs are limited to a maximum of seven years under RCW. To demonstrate their commitment to long-term service, they are requesting the maximum duration allowed. Extensive research, analysis, and consultation have informed their efforts to modernize and fortify their public safety partnership, addressing cost disparities among our contract cities.

Item History:

Recommended Action:

MOTION to adopt AB24-0736 - Resolution 24-0736 Pierce County Sheriff's Interlocal Agreement (ILA) – Law Enforcement Services as presented under the Consent Agenda

Fiscal Note/Consideration:

RESOLUTION NO. 24-0736

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN UPDATED INTERLOCAL AGREEMENT WITH PIERCE COUNTY RELATING TO LAW ENFORCEMENT SERVICES.

WHEREAS, pursuant to the Revised Code of Washington (RCW), Chapter 35.02, the City of Edgewood established as its official date of incorporation, February 28, 1996, and upon that date commenced operations as a City; and

WHEREAS, pursuant to RCW Chapter 35.02, as of the date of incorporation, local governmental authority and jurisdiction with respect to the newly incorporated area transferred from Pierce County to the City of Edgewood; and

WHEREAS, the City of Edgewood has requested that Pierce County provide law enforcement services to the City; and

WHEREAS, Pierce County, through the Pierce County Sheriff's Department, has the resources necessary to provide law enforcement services to the City of Edgewood; and

WHEREAS, the parties previously entered into an agreement for law enforcement services in 2004, and subsequently amended that agreement in 2007, 2011, 2013, 2019, and in October 2020; and

WHEREAS, after evaluating the scope of the City of Edgewood's need for law enforcement services, Pierce County seeks to enter into this new Interlocal Agreement for a new scope of work, and upon the effective date of this Agreement, any prior agreement between the Parties for law enforcement services shall be null; and

WHEREAS, the parties are authorized to enter into such agreements by virtue of RCW 39.34 and 35.02.225; and

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

Section 1. Authorization. The Mayor is hereby authorized to execute the Interlocal Agreement with Pierce County for the provision of law enforcement services.

Section 2. Effective Date. This resolution will take effect immediately upon passage by the City Council.

ADOPTED THIS 23RD DAY OF JULY, 2024

Dave Olson, Mayor

ATTEST:

Jill Schwerzler-Herrera, CMC
City Clerk

Exhibit A

Pierce County Sheriff's Interlocal Agreement- Law Enforcement Services

**INTERLOCAL AGREEMENT
BETWEEN PIERCE COUNTY AND THE CITY OF EDGEWOOD
RELATING TO LAW ENFORCEMENT SERVICES**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into by and between **PIERCE COUNTY**, a political subdivision of the State of Washington ("County") and **THE CITY OF EDGEWOOD**, a municipal corporation of the State of Washington (herein referred to as "City") and is applicable to all properties located within the geographic area that constitutes the incorporated limits of the City.

WHEREAS, pursuant to Chapter 35.02 of the Revised Code of Washington (RCW), the City established February 28, 1996, as it's official date of incorporation, and upon that date commenced operations as a City; and

WHEREAS, pursuant to Chapter 35.02 RCW as the date of incorporation local government authority and jurisdiction with respect to the newly incorporated area transferred from the County to the City; and

WHEREAS, the City has requested that the County provide law enforcement services to the city; and

WHEREAS, the County has resources through the Pierce County Sheriff's Department to provide law enforcement services to the community; and

WHEREAS, the parties entered into an agreement for law enforcement services in 2004, and subsequently amended that agreement in 2007, 2011, 2013, 2019 and in October 2020; and

WHEREAS, after evaluating the scope of the City of Edgewood's need for law enforcement services, Pierce County seeks to enter into this new Agreement ("Agreement") for a new scope of work, and upon the effective date of this Agreement, any prior agreement between the Parties for law enforcement services shall be null; and

WHEREAS, the parties are authorized to enter into such agreements by virtue of RCW 39.34 and 35.02.225.

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

SECTION 1. PURPOSE.

The purpose of this agreement is for the County to provide law enforcement service to the City and its residents by and through the Pierce County Sheriff's Department.

SECTION 2. DIRECT SERVICES.

The County will provide law enforcement services as described in the categories below within the City's incorporated area at the level and cost described in Exhibit A, attached hereto, and incorporated herein by this reference. Patrol Deputies, Sergeants, K9 Units, Investigators and Chief categories shall be filled utilizing trained and fully commissioned deputies. The County shall coordinate with the City to maximize coverage and efficiency in utilization of deputy assignments. The County is to provide sworn police services dedicated to the City. In so doing, the law enforcement services shall be dedicated to the City and shall not be used elsewhere within Pierce County; provided however, in the event of emergency, or a call by dispatch or an officer for assistance, then reasonable levels of mutual aid may be rendered.

- A. Patrol and Enforcement Services. Patrol and enforcement services will, to the extent reasonably practicable based on service levels described in Exhibit A, constitute the first response for the enforcement of state and City adopted municipal criminal and traffic codes. As used herein, "patrol services" means reactive patrol to respond to residents' and businesses' calls for law enforcement services, proactive patrol to prevent and deter criminal activity, traffic patrol to enforce applicable traffic codes, traffic accident investigation, and other lawful law enforcement assignments the City and the Sheriff deems necessary.

Deputies will be selected and supervised by the Sergeant(s) and Chief. In the event that a Deputy position cannot be filled due to a lack of applicants, or if applicant(s) are not successful during the selection process, the position will be filled according to the Sheriff's Department's guild contract, a current copy of which, and any changes thereto, shall be provided to the City.

The County recognizes that it is providing commissioned law enforcement services dedicated to the City. In doing so, the law enforcement services shall be dedicated to the City and shall not be used elsewhere within Pierce County; provided that, in the event of an emergency or call for assistance by an officer, then mutual aid may be rendered by officers outside of the City limits.

- B. Sergeants. The County will provide Sergeant(s) who will be selected by the County. The City shall be provided notice of and may elect to participate and provide input into the selection process. The Sergeants will be assigned to the City to provide patrol supervision for Sheriff's Department deputies, provide patrol services, assist the Chief as directed, and serve as the Acting Chief in the Chief's absence at the discretion of the City.

Sergeant patrol services will be provided when regular duty or extra duty staff is unavailable; provided that such patrol services will occur only to the extent reasonably practicable in consideration of Sergeant administrative duties and the service levels described in Exhibit A.

In the event a Sergeant position cannot be filled due to a lack of applicants, or if applicant(s) are not successful during the selection process, the position will be filled according to the Pierce County Sheriff's Department Guild contract.

- C. Supervisor/Liaison. The County will provide a Sheriff's Department member with the rank of Sergeant or Lieutenant to serve as the City's contract Police Chief and in the capacity of Supervisor/Liaison to the City and the City Manager/Mayor or designee. The Supervisor will handle and direct the day-to-day operational concerns in the same fashion as a city Police Chief

by coordinating the daily delivery of service and supervising the officers assigned to the city. In addition, the contract Police Chief or other designated supervisory staff will be available to the City during certain days and hours, as mutually agreed to by the County and the City for such activities as meetings of the City Council and appropriate community meetings.

The process for selection of the Chief shall adhere to that Memorandum of Understanding Between Pierce County and the Pierce County Deputy Sheriffs' Independent Guild, Local No. 1889, executed on or about March 27, 2018 ("Guild MOU"). In the event that the Guild MOU is subject to future amendment, the City shall have the right to provide input to the Sheriff prior to finalization of the amendment. The Sheriff will make the final selection after consultation with the City Manager/Mayor or his/her designee. The duties of the contract Chief shall include, but are not limited to:

- i. To work with the City Manager/Mayor or his/her designee to establish goals and objectives for City police services which reflect the specific needs within the City.
- ii. Coordinate police activities within the City, including hours of operation and City Specific protocols and procedures.
- iii. Review the performance of officers assigned to the City. Report to the City Manager/Mayor or their designee and the Sheriff's Department any recommendations for performance improvement.
- iv. Coordinate duties of officers assigned to the City as specific needs arise, as requested by the City Manager/Mayor or his/her designee within established policies and procedures. Report to the Sheriff's Department any changes in duty of City-assigned officers.
- v. Oversee the implementation within the City of all Sheriff's Department policies and procedures. Maintain a copy of current City police procedures on files at City Hall for the City's reference. Notify the City Manager/Mayor or his/her designee of any County procedures or changes which either supplement or possibly detract from the City's goals and objectives for police services.
- vi. Oversee the implementation of all City policies and procedures relating to police services. Provide to the Sheriff's Department any written information relative to police services created by the City. Notify the Sheriff's Department of all procedures which differ from the Sheriff's Department policies and procedures.
- vii. Identify areas of supplemental training for officers assigned to the City. Make recommendations to the Sheriff's Department for supplemental training. Make recommendations to the City Manager/Mayor or his/her designee for training not provided by the Pierce County Sheriff's Department.

- D. Investigation Services. The County will provide investigation services consisting of the services of detectives consistent with the services provided by the Sheriff's Department to residents of unincorporated Pierce County. Investigation services will also include special units within the Sheriff's Department investigating certain crimes including – but not limited

to – homicide, special assaults, aggravated assaults, sexual assaults, robberies, and domestic violence assaults. The detectives are supported by forensics, crime analysts, polygraph, identifications, evidence control and Automatic Fingerprint Identification System (AFIS).

- E. Administrative Professional Staff. The County will provide an Office Assistant to serve as the City's professional support staff as described in Exhibit A. The Office Assistant will be selected and supervised by the Sergeant(s) and Chief. In the event that an office assistant position cannot be filled due to a lack of applicants, or if applicant(s) are not successful during the selection process, the position will be filled according to the Pierce County Sheriff's Department Guild contract, a current copy of which, and any changes thereto, shall be provided to the City.
- F. South Sound 911. The County utilizes South Sound 911 (SS911) to provide law enforcement communications, records management, and related administrative support services. In contracting for law enforcement services, the City and County agrees that SS911 will continue to provide communication, records management and maintenance, and related support services.
- G. Special Services. The Pierce County Sheriff's Department is a full-service law enforcement agency, and a number of specialized services will be provided to the City consistent with the services provided by the Sheriff's Department to residents of unincorporated Pierce County. These services include: Special Weapons & Tactics (SWAT) Team, Hazardous Devices Unit (HDU), Marine Services, Air Operations, Swiftwater Rescue, Dive, Search & Rescue (SAR), and Canine (K9).
- H. Optional Services. As a full-service law enforcement agency, the Pierce County Sheriff's Department also offers several optional services, including School Resource Officer (SRO), Community Liaison Deputy (CLD), Traffic Deputy, and Investigator Deputy. The City may engage the County in the provision of these services for an additional charge when reasonably allowed by staffing. Alternatively, the City may use personnel assigned by the County to the City to provide these services, provided that any agreements for SRO or similar school-based initiatives shall be reviewed by the Pierce County Sheriff's Department prior to City approval; these agreements must abide by Sheriff's Department's collective bargaining agreements.
- I. Special Assignments. As used herein, "Special Assignment" is when a Pierce County Sheriff's Department employee who is ordinarily assigned to the City under this Agreement is temporarily assigned by the Sheriff's Department for another purpose and is therefore not performing services for the City. Prior to any Special Assignment, the City delegate will meet with the Undersheriff or delegate to review and mutually approve any Special Assignment activities and the duration of same. Prior approval shall not be required in the event of an emergency. An "emergency" for the purposes of this paragraph shall be a declared local, state or federal emergency. The City may revisit this term and negotiate alternative staffing, cost reductions or further modifications to the costs under this Agreement as a result of Special Assignments.
- J. Staffing Vacancies. In the event that the Pierce County Sheriff's Department incurs a

significant increase in staffing vacancies, the Sheriff's Department will maintain the authority to reasonably reduce service levels to the City. For purposes of this section, staffing vacancy means any law enforcement officer duty shift, excluding Chief, sergeant, or other command position, that is unfilled by County due to officer attrition, retirement, separation, vacation, illness, on the job injury, military leave, and any other reason. If the City incurs a police staffing vacancy, the Sheriff's Department may leave the position unfilled if necessary due to significant vacancies within the Sheriff's Department until the City reaches a proportional share of staffing vacancies incurred by County, excluding Chief, sergeant, or other command position. In the event Sheriff's Department reduces service levels hereunder, the vacancy percentage at the City will equal but not exceed the vacancy percentage of similarly unavailable employees at the County. Service level reductions due to staffing vacancies shall not be construed as a breach of this Agreement. The City shall be notified of any service reductions, and the grounds therefor in advance. If prior notice is not possible, the City shall be notified of the change within two (2) City business days. If a reduction in staffing in the City results in less than two deputies per shift, the Sheriff and the City Manager/Mayor shall confer to identify safety concerns and develop staffing strategies.

SECTION 3. COST OF SERVICES.

- A. Charges for services provided in 2024. Base year costs and unit costs for law enforcement services for 2024 are shown in Exhibit A and will be billed based on actual services provided. All Pierce County Sheriff's Department staff assigned to the City of Edgewood and included in this Exhibit A will be fully trained through the Sheriff's Department and will be supervised by and through the contract Chief and Sergeant positions.
- B. Annual Increases for Patrol, Investigations, and Supervisor Services. The annual costs for patrol/traffic investigations and supervisor services for each year shall be the 2024 base costs shown on Exhibit A plus the growth in the previous year's July to June Consumer Price Index for All Urban Consumers (CPI-U) for Seattle-Tacoma-Bellevue area. When applicable, any cost adjustments in the Washington State Workers' Compensation Fund and any costs from salary/benefit increases negotiated by the deputies' guild and labor management would be passed through to the City as an addition to the base cost and CPI-U increase, if these additional costs are in excess of the CPI-U; if there are extraordinary expenses that will not be covered within the annual CPI, the County will seek to work with the City to negotiate a rate so that the County does not suffer a financial loss for those extraordinary costs of providing the services covered under this agreement. The County will provide the City with documentation of the cost adjustments in the Washington State Workers' Compensation Fund and any costs from salary/benefit increases negotiated by the deputies' guild and labor management. If the deputies' salary and benefits package is re-negotiated with the County mid-year, any increases would be charged retroactively to the City.

If, at any time during this contract term, the County negotiates with any new city, or an existing city when renewing and extending current contracts, and an increase in the CPI-U of less than 100% is provided to any of these cities or a maximum rate increase ceiling is provided to any of these cities, the City shall be provided the same adjustment in the current contract

corresponding to the effective date of that CPI-U provision.

- C. Calculation of South Sound 911 Services. The annual costs will be a direct pass-through of charges calculated by South Sound 911, based on services provided and a cost allocation methodology developed and determined by South Sound 911.
- D. Calculation of Specialized Law Enforcement Services. The costs for the Sheriff's Department's Special Weapons & Tactics (SWAT) Team, Hazardous Devices Unit (HDU), Marine Services, Air Operations, Swiftwater Rescue, Dive, Search & Rescue (SAR), and Canine (K9) response to incidents within the city limits will be provided by the Sheriff's Department at no additional charge from the County to the City.
- E. Purchase of Additional Services. In the event the City determines it desires to purchase additional positions beyond the 2024 base, the County will provide additional positions when staffing is reasonably available at the unit cost reflected in Exhibit A (as modified for annual cost increases as set forth in Paragraph 3(B)). For each additional position, the County will bill the City for new deputy startup costs including training, hiring incentives, a vehicle with public safety package, and quartermaster package to include – but not limited to – uniforms, firearms, taser, vest, helmet, body-worn cameras, radio, phone, computer, handcuffs, stop-sticks, and biohazard kits.
- F. Billing Procedure. The cost of services as outlined in this Agreement will be billed monthly by the County after the tenth (10th) of the month in which the services are rendered. Payments by the City will be due thirty (30) days after receipt of the invoice. Monthly payments that are not paid within the allotted time period shall be considered delinquent. Delinquent charges shall accrue interest on the unpaid balance from the date of delinquency until paid, at an interest of one half of one percent (0.5%) per month. If an amount is in dispute, the City will send payment for the undisputed amount according to the above schedule. Amounts in dispute will not be charged a delinquent penalty until one month after the dispute has been resolved.
- G. Vacancies. No billing credit shall be due to the City for staffing vacancies of less than sixty (60) consecutive calendar days, per employee, not to exceed a total of ninety (90) days per calendar year. The Sheriff's Department will issue a per diem billing credit per vacancy to the City for position vacancies in excess of consecutive sixty (60) calendar days; the credit would start on the sixty first (61st) day of leave. If the County provides backfill for any purpose, then a credit for the backfilled vacancy will not be provided by the County to the City. Credits shall apply, regardless of the length of vacancy, to vacancies created by Military Leave or Paid Family Medical Leave (PFML) unless the employee is paid by the County. A credit may be issued to the City if the County receives compensation from a third party for an employee contracted to the City.
- H. Credit for Unincorporated Response. During those times when deputies assigned to the City are needed to provide emergency call response to census blocks in unincorporated County areas neighboring the City, the County will provide the City with a credit per call at a rate reflected in Exhibit A (as modified for annual cost increases) on a monthly basis. The standard call response shall be for 911 calls under the call structure established by the County.

- I. Overtime. If the City requests and utilizes PCSD Deputies to provide overtime, when requested for special events, special emphasis, staffing shortfalls and unusual occurrences, the expenditure will be billed to the City on a monthly basis.

SECTION 4. REPORTING.

- A. Patrol Districts. The Pierce County Sheriff's Department will establish a patrol district that encompasses the City in order to assure accurate collection of data related to criminal and traffic activity. The patrol district will coincide with City limits as closely as possible without compromising efficient use of reactive patrol officers. A patrol district is a geographical area of a size and configuration designed to minimize response times to residents' calls for service. Response time for this purpose is measured from the time a call is received by an officer to the time a unit arrives on scene.
- B. Notification of Significant Criminal Activity. The Supervisor/Liaison, or his or her designee, will immediately notify the City Manager/Mayor or his/her designee of any significant criminal incidents within the City. The term "significant" as used in this section shall be construed in the agreement as any crime incident that creates significant concern to the residents or an ongoing threat to the community occurring within the City or other offenses that the Supervisor/Liaison deems significant.
- C. Reports. In addition to reports that the Supervisor/Liaison and the City Manager/Mayor determine are reasonably necessary to measure the performance of the County under this contract and/or to determine the scope of the City's policing service needs, the County shall provide the following written reports:

The following reports shall be provided monthly upon request from the City:

- i. Dispatched calls for service to include the time the call is received to the time of dispatch; the time of dispatch to arrival; and the time from arrival to clearance.
- ii. Information relating to criminal and traffic activity within the City.
- iii. Information relating to law enforcement services, investigation services, and special services received and/or performed within the City.

SECTION 5. RECORDS RETENTION, AUDIT, AND PUBLIC RECORDS.

- A. Records Retention and Audit. During the term of this Agreement and for a period of not less than six (6) years from the date of its expiration or earlier termination, the records and accounts pertaining to this Agreement and services provided hereunder are to be kept available by both Parties for inspection and audit by the other party and the State Auditor, and copies of all records, accounts, documents or other data pertaining to the Agreement or services provided hereunder will be furnished upon reasonable notice. If any litigation, claim or audit is commenced, records and accounts, along with any supporting documentation shall be retained until the litigation, claim, or audit has been resolved, even if such litigation, claim or audit continues past the six-year retention period; provided further that, consistent with RCW

40.14.070, personnel records for peace officers providing services under this Agreement shall be retained for the duration of the officer's employment and a minimum of ten (10) years thereafter.

- B. Disclosure of Public Records. The Parties acknowledge that all non-privileged non-exempt records that may be maintained by either party pursuant to this Agreement may be subject to disclosure under the Washington State Public Records Act, or other laws, and that disclosure of any such record(s) by either party shall not constitute a breach of this Agreement or a basis for claim by one party adverse to the other.

SECTION 6. HIRING, ASSIGNMENT, RETENTION, SUPERVISION, AND DISCIPLINE OF OFFICERS AND INDEPENDENT CONTRACTOR STATUS.

Pierce County and the Pierce County Sheriff's Department are, and shall at all times be deemed to be, an independent contractor of the City. Nothing herein shall be construed as creating the relationship of employer and employee between the City and the County or between the City and any of the County's deputies, agents, or employees. The County shall retain all authority for hiring, supervision, discipline, rendition of services, standards of performance, and control of Sheriff's Department personnel, and other matters incident to the performance of services by the County pursuant to this Agreement as set forth herein.

Pierce County shall hire, assign, retain, supervise, and discipline all Sheriff's Department employees according to the Sheriff's Department's collective bargaining agreement, civil service rules, and state and federal law.

As the County is acting hereunder as an independent contractor, the following shall apply:

- A. Standards of Performance Governed by County. Control of personnel, standards of performance, discipline and all other aspects of performance shall be governed by the County. Provided, however, that only qualified, trained officers meeting all of the requirements of applicable state laws and regulations may be utilized in the performance of services under this Agreement.
- B. Assignment of Deputies. In the assignment of deputies, the Sheriff's Department shall use whenever possible, deputies who request for duty assignment within the City. In those instances where there are an insufficient number of deputies who volunteer for duty within the City, then the Sheriff or the Sheriff's designee shall determine who shall be assigned for duty.
- C. City Input on Personnel Matters. The City shall retain the right to meet and confer with the Sheriff with respect to those personnel who are assigned to work within the City. In the event that the City has requested the reassignment of personnel, and the Sheriff does, in fact, reassign the personnel, reassignment alone shall not be considered discipline. Provided however, that issues or discipline or performance will be specifically handled according to Sheriff's Department policies.

- D. Municipal Police Authority. Except as provided by this Agreement, the City shall retain all police powers.

The County shall encourage officer retention to provide continuity of service and promote diversity in the work force which is reflective of the diversity of the community.

Nothing in this Agreement shall make any employee of the City a County employee or any employee of the County a City employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded County or City employees by virtue of their employment.

SECTION 7. LABOR NEGOTIATIONS.

The City may participate with other cities that contract with the Pierce County Sheriff's Department for law enforcement services to select no more than two (2) representatives who shall have the right to advise the County in any labor negotiations between the County and the collective bargaining units representing the employees of the Sheriff's Department. Provided however, that all such advice is done in accordance with the rules established by the parties to the negotiations.

SECTION 8. USE OF NON-COMMISSIONED PERSONNEL.

The City and the Sheriff's Department agree that non-commissioned personnel and volunteers are an important component of public safety. The Sheriff's Department recognizes that it may not use volunteers to perform duties otherwise assigned to members of collective bargaining units. The City and the Sheriff's Department agree that non-commissioned personnel and volunteers may be used in a variety of capacities provided that positions within the collective bargaining unit are not supplanted. To this end, such activities as parking enforcement, records management, lost property services, vacation security checks, business watch, municipal code enforcement, community outreach, and other activities which are not delivered by any member of a collective bargaining unit are all examples of activities which are subject to being delivered by non-commissioned personnel, those holding limited commissions under the authority of the City or volunteers. The list of activities provided within this paragraph is illustrative only and not intended to be an exclusive list of such activities.

SECTION 9. ADDITIONAL RESPONSIBILITIES OF THE PARTIES.

- A. The City shall be additionally responsible to:
- i. With the assistance of the Supervisor/Liaison, develop and provide to the County the general policies, procedures, and standards by which the City expects the County to provide law enforcement services for the residents of the City.
 - ii. To the extent reasonably possible taking into consideration local circumstances, endeavor as it adopts local ordinances that relate to law enforcement or public safety to have such provisions be consistent with ordinances of the County or state law. It is recognized that it is in the interest of both Parties to this Agreement that reasonable

uniformity of common regulations will promote efficient provision of law enforcement services. Nothing in this provision shall prevent the City from adopting ordinances that it determines to be necessary and in the best interest of the residents of the City.

- iii. Provide and maintain the facility(ies) for all County personnel to deliver services under this Agreement.
- iv. The City Manager/Mayor shall have the general duty and responsibility of providing to the assigned Supervisor/Liaison the general direction relative to the furnishing of law enforcement services to the City.
- v. Except as otherwise stated herein, supply at its own cost and expense any special supplies, stationery, notices, or forms where such must be issued in the name of the City.

B. The County shall be additionally responsible to:

- i. Make operational and day-to-day decisions to implement pursuant to this Agreement City's general policies, procedures, and standards by which the City expects the County to provide law enforcement services for residents of the City.
- ii. Serve as a subject matter expert to consult with the City as needed in the development of the City's policies relating to the provision of law enforcement services.
- iii. Keep the City Manager/Mayor informed of Sheriff's Department policy, procedures, standards, rules, guidelines, or best practices that may conflict with City policies, procedures, rules, or practices so that the Parties may resolve any such disputes and determine the appropriate course.
- iv. Provide all necessary supplies, vehicles, uniforms, weapons, and equipment for law enforcement personnel to meet the service provisions as specified in this Agreement.
- v. The Supervisor/Liaison shall maintain communication between the City and the Sheriff's Department command structures to ensure that changes in County policies are agreeable to the City and that changes in City policies are agreeable to the County.
- vi. Provide deputies who are trained on and equipped with such technology as is customarily provided to its patrol deputies. Such technology may include but is not limited to: mobile data terminals (MDTs); AFIS; GIS; computer access to criminal history data and other like data; and other current technology utilized within law enforcement agencies. Any technology not currently in use or not customarily provided to patrol deputies, may be requested by the City, and the County and City agree to meet and confer over the need, with the County having final decision-making authority on whether such technology will be utilized or implemented in support of this Agreement.

C. Both Parties will:

- i. Regularly meet and confer to ensure that the implementation of services provided by

the County is consistent with the City's priorities.

- ii. Collaborate to establish a list of policies and procedures that are subject to City control and those that are subject to County control.
- iii. Maintain communication between the Supervisor/Liaison and the City Manager/Mayor so that contract management direction is provided by the City to the County.
- iv. In the event a City procedure, policy goal or operation differs from the County's, and there is a need for resolution of the issue, the City Manager/Mayor and the Sheriff's Department shall negotiate to reach a final determination as to which policy will prevail.
- v. The City and the County will equally share responsibility and liability for any mutually-negotiated deviation from standard County procedure, policy, or operation.

SECTION 10. ADDITIONAL TRAINING.

The City may seek to have the deputies assigned to duty within the City attend additional or supplemental training specific to their work. Such training would be requested by the City and subject to approval by the Pierce County Sheriff, who will not unreasonably withhold approval. Such training shall be done at the sole cost and expense of the City.

SECTION 11. COMMUNITY IDENTITY.

The Sheriff's Department will maintain a uniform for its officers. The City acknowledges that the assigned personnel shall retain the uniform of the Sheriff's Department; however, the County agrees that assigned personnel may wear additional identification in the nature of a pin, patch, or other like identification indicating affiliation with the City. The nature and design of any additional identification will be determined jointly by the Sheriff and the City and provided to the Sheriff's Department at the expense of the City utilizing the budget as provided by the County under the contract.

Patrol vehicles that are assigned to the City shall display the identification and other logo of the City. Additionally, the vehicles will indicate that they are Sheriff's Department vehicles with appropriate law enforcement markings. The form of City identification will be determined jointly by the Sheriff's Department and City and provided at the City's expense. If the City requests that patrol vehicles be a different color than ordinarily used by the Sheriff's Department, the County will make reasonable efforts to accommodate the City's request in accordance with the County's vehicle replacement schedule.

SECTION 12. CONTRACT ADMINISTRATION.

- A. City Council. The City Council of Edgewood will review issues of policy and confidential matters relating to law enforcement services within the City.
- B. Daily Operations. The Edgewood City Manager/Mayor or their designee shall be responsible for communicating with the Supervisor/Liaison about the general direction of the law

enforcement services and the general daily operations of policing within the City. This designation shall not intrude upon the province of the Sheriff's Department staff in the actual delivery of police services but shall be the method of liaison and communication between the City and the Sheriff's Department's command structure.

- C. Dispute Resolution. In the event of a dispute with regard to this Agreement, the Edgewood City Manager/Mayor shall discuss the dispute with the Supervisor/Liaison in an attempt to resolve the problem. Any problem that cannot be resolved by the Edgewood City Manager/Mayor and the Supervisor/Liaison shall be referred to the Pierce County Sheriff who will negotiate with the Edgewood City Manager/Mayor. If the dispute cannot be resolved by the Edgewood City Manager/Mayor and the Pierce County Sheriff, the Parties agree to participate in non-binding mediation before a third party whose selection will be mutually agreed upon. The cost of mediating the dispute will be borne equally by both parties.

SECTION 13. TERM OF AGREEMENT AND TERMINATION.

The term of the Agreement shall commence on April 1, 2024 ("Effective Date") and extend through at least December 31, 2030 ("End Date") unless the termination process outlined herein is invoked. Any extension or amendment must be in writing and agreed to by the Parties.

- A. Process for Termination. If either party desires to terminate the Agreement prior to the End Date, that party shall provide at least eighteen (18) months' advance written notice of termination prior to termination. If neither party gives such notice, then the contract shall continue in effect until such notice is given, or until a new contract has been negotiated. If a notice of termination is given, the parties shall work together to develop a transition plan, which shall be established no later than one hundred eighty (180) days prior to the effective date of the termination and shall provide for an orderly transition of police service responsibilities from the Sheriff's Department to the City.
- B. Transition Plan. The Transition Plan shall identify and address any transfer of personnel and/or conveyance of equipment to the City's newly formed police department, workload, assignments, and any other issues related to the transition. Each party shall bear its own cost in developing the transition plan.
- C. Implementation of Plan. The County and City agree to use their best efforts to implement the transition plan to provide an orderly, effective transition of services.
- D. Option to Purchase Vehicles. At the termination of this Agreement, the City shall have the option to purchase the County-owned vehicles assigned to deputies for the City at the then-existing undepreciated value of those vehicles.
- E. Unplanned Fiscal Impacts. Due to circumstances beyond the City's control, if the City's revenues experience an unplanned major fiscal disruption, or if funds are not allocated in the City budget for the services contemplated by this Agreement, the City may need to eliminate sworn positions provided by the County to the City. When eliminating positions, the City shall provide the County with the following advance notice:

One Position: 30 days notice

Two to three positions: 90 days notice

Four or more positions: 180 days notice

The position of Chief shall not be subject to elimination under this section. Further, it is acknowledged that any reduction in staffing pursuant to this section may negate the minimum staffing/service level provisos described in Exhibit A, and that such reduction shall not be deemed a breach of this Agreement so long as the City gives the above-indicated advance notice to the County, and provided that the resultant minimum staffing level is mutually agreed upon by both the City and the County. In the event of such a reduction, the County shall begin to provide per diem billing credit after the budgeted position has been vacated for sixty (60) consecutive days.

SECTION 14. INDEMNIFICATION AND DEFENSE.

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

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

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

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

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

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

SECTION 15. NO THIRD-PARTY BENEFICIARY.

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

SECTION 16. INSURANCE.

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

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

Evidence of coverage shall be delivered to each of the Parties prior to the execution of this Agreement. It is the responsibility of each Party to ensure a valid certificate of coverage is in effect at all times throughout the course of this Agreement. If the insurance programs for either party is modified, the party needs to continue to provide proof of coverage in whatever form the coverage takes.

SECTION 17. NON-DISCRIMINATION.

The Pierce County Sheriff's Department and the City certify that they are Equal Opportunity Employers. The County shall remain committed to encourage a diverse workforce for law enforcement at the City. Both parties shall comply with all applicable federal, state and local laws, rules and regulations pertaining to nondiscrimination, and that during the performance of this Agreement, no party shall discriminate or tolerate harassment on the basis of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupation qualification in the administration or delivery of services or any other benefit under this Agreement.

SECTION 18. ASSIGNMENT.

Neither the City nor the Sheriff's Department shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other party.

SECTION 19. NOTICE.

Any formal notice or communication to be given by the Sheriff's Department to the City under this Agreement shall be deemed properly given if delivered, or if mailed postage prepaid and addressed to:

City of Edgewood
2224 104th Avenue E.
Edgewood, WA 98372
Attn: City Manager/Mayor

Any formal notice or communication to be given by the City to the Sheriff's Department under this Agreement shall be deemed properly given if delivered, or if mailed postage prepaid and addressed to:

Pierce County Sheriff's Department
930 Tacoma Avenue S.
1st Floor, County-City Building
Tacoma, Washington 98402-2100
Attn: Chief of Staff

The title and address to which notices and communications shall be directed may be changed at any time, and from time to time, by either the City or the Sheriff's Department giving notice thereof to the other as herein provided.

SECTION 20. WAIVER.

No waiver by either party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Agreement.

SECTION 21. AMENDMENT.

Provisions within this Agreement may be amended with the mutual consent of the Parties hereto. No additions to, or alternation of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of both Parties.

SECTION 22. NO REAL PROPERTY ACQUISITION OR JOINT FINANCING.

This Agreement does not provide for the acquisition, holding or disposal of real property. Nor does this Agreement contemplate the financing of any joint or cooperative undertaking. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Agreement.

SECTION 23. SEVERABILITY.

If any of the provisions contained in this Agreement are held to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

SECTION 24. CONFLICTS.

In the event of a conflict between this Agreement and any other agreement between the Parties, this Agreement shall govern.

SECTION 25. ENTIRE AGREEMENT

This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose. Asset Forfeiture and Seizure Services are matters that are not covered by this Agreement.

END OF AGREEMENT; SIGNATURE PAGE IMMEDIATELY FOLLOWING.

**PIERCE COUNTY
CONTRACT SIGNATURE PAGE**

Contract # _____

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

CITY OF EDGEWOOD:

City Signature _____ Date _____

Title of Signatory Authorized by Firm Bylaws

Name: _____

Address: _____

Mailing
Address:

Contact Name: _____

Phone: _____

Fax: _____

PIERCE COUNTY:

Approved As to Legal Form Only:

Prosecuting Attorney	Date
----------------------	------

Recommended:

Finance	Date
---------	------

Approved:

Department Director	Date
(less than \$250,000)	

County Executive (over \$250,000)	Date
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EXHIBIT A-1
PIERCE COUNTY SHERIFF
FULL-SERVICE LAW ENFORCEMENT AGENCY RATES

CITY OF EDGEWOOD 2024 - Q1
JANUARY 1, 2024 – MARCH 31, 2024

SERVICE	TITLE	NUMBER	POSITION COST	ANNUAL COST	Q1 COST
Command	Chief	1	\$ 293,260	\$ 293,260	\$ 73,315
Supervision	Sergeant	1	\$ 233,160	\$ 233,160	\$ 58,290
Basic Patrol	Deputy	11	\$ 222,650	\$ 2,449,150	\$ 612,287.50
Investigator	Deputy	1	\$ 222,650	\$ 222,650	\$ 55,662.50
Administrative Aide	Office Assistant 3	1	\$ 124,510	\$ 124,510	\$ 31,127.50
Investigations (Major Crimes & Investigative Support)			\$ 107,320	\$ 107,320	\$ 26,830
Specialized Services (K9, SWAT, Hazardous Devices, Search & Rescue, Air Operations, Marine, Dive)			NO CHARGE	\$ 0	\$ 0
Credit for Unincorporated Responses			CREDIT	\$ (14,590)	\$ (3,647.50)
South Sound 911 - Passthrough			\$ 230,270	\$ 230,270	\$ 57,567.50
TOTAL:		15		\$ 3,645,730	\$ 911,430

These rates are only applicable for the first quarter of calendar year 2024, and will be adjusted mid-year to reflect a new service contract between the City and County

EXHIBIT A-2
PIERCE COUNTY SHERIFF
FULL-SERVICE LAW ENFORCEMENT AGENCY RATES

CITY OF EDGEWOOD 2024 – Q2-Q4
APRIL 1, 2024 – DECEMBER 31, 2024

SERVICE	TITLE	NUMBER	POSITION COST	ANNUAL COST	Q2-Q4 COST
Command	Chief	1	\$ 293,260	\$ 293,260	\$ 219,945
Supervision	Sergeant	1	\$ 233,160	\$ 233,160	\$ 174,870
Basic Patrol	Deputy	11	\$ 222,650	\$ 2,449,150	\$ 1,836,862.50
Investigator	Deputy	1	\$ 222,650	\$ 222,650	\$ 166,987.50
Administrative Aide	Office Assistant 3	1	\$ 124,510	\$ 124,510	\$ 93,382.50
Investigations (Major Crimes & Investigative Support)			\$ 107,320	\$ 107,320	\$ 80,490
Specialized Services (K9, SWAT, Hazardous Devices, Search & Rescue, Air Operations, Marine, Dive)			NO CHARGE	\$ 0	\$ 0
Credit for Unincorporated Responses			CREDIT	\$ (14,590)	\$ (10,942.50)
South Sound 911 - Passthrough			\$ 230,270	\$ 230,270	\$ 172,702.50
TOTAL:		15		\$ 3,645,730	\$ 2,743,300

These rates are only applicable for the second, third, and fourth quarter of calendar year 2024 following an adjustment mid-year to reflect a new service contract between the City and County.



City Of Edgewood Council Agenda Summary Sheet

Subject: AB24-0737 - Resolution 24-0737 Continual Resolution - Executing Opioid Settlement Agreements	Agenda Item #: 4.F
	For Agenda of: 7/23/2024
	Prepared by: Rachel Pitzel
Attachments (list): 1. Resolution No. 24-0737	
Approval of Materials: Rachel Pitzel Rachel Pitzel, Assistant City Administrator 7/16/2024 Dave Olson 7/18/2024	Expenditure Required:
	Amount Budgeted:
	Timeline: 07/16/2024 – SS Discussion 07/23/2024 - Council action under consent agenda

Summary Statement: This resolution aims to facilitate the City's ability to access and use funds from opioid settlements efficiently and effectively for ongoing efforts to combat the opioid crisis.

This approach ensures that Edgewood can continually participate in settlements and use the funds to address opioid-related issues in the community.

Background:

- Many states, counties, and cities have sued pharmaceutical companies involved in the opioid crisis.
- Washington State is continually reaching new settlements with these opioid distributors.
- Local governments, including cities and counties, have the option to join these settlements and use the funds for specific purposes related to opioid use disorder (OUD), such as treatment, support services, and research.

Key Points of the Resolution

- Continual Authorization: The resolution authorizes the Mayor to sign Participation Forms for future opioid settlement agreements without needing new City Council resolutions each time.
- Mayor's Responsibilities: The Mayor must sign the necessary documents to join settlements and will bring any potentially unfavorable settlements to the City Council for review.
- Effective Date: This resolution takes effect immediately upon approval by the City Council.

In transparency, staff would like to acknowledge that prior to this resolution being adopted, the Kroger settlement was inadvertently signed early by mistake through Docusign on July 9, 2024. This is another settlement similar to the Johnson & Johnson settlement signed last year.

Item History:

Recommended Action:

MOTION to adopt **AB24-0737** - Resolution 24-0737 Continual Resolution - Executing Opioid Settlement Agreements as presented under the Consent Agenda

Fiscal Note/Consideration:

RESOLUTION NO. 24-0737

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE OPIOID SETTLEMENT PARTICIPATION AGREEMENTS RELATED TO THE ALLOCATION AND USE OF OPIOID LITIGATION SETTLEMENT PROCEEDS ON A CONTINUAL BASIS.

WHEREAS, multiple states, counties, and cities throughout the nation have brought lawsuits over the last few years against various entities within the pharmaceutical supply chain who manufacture, distribute, and dispense prescription opioids (the “Opioid Distributors”); and

WHEREAS, the State of Washington is consistently reaching new settlements with Opioid Distributors; and

WHEREAS, Washington cities and counties may have the opportunity to join these settlements, often depending on population size; and

WHEREAS, when accepting the settlements, a local government can either spend the money itself or elect to pool its money with other local governments on a regional basis for the purposes allowed in the settlement documents; and

WHEREAS, the proceeds can only be used for approved purposes, such as treatment for opioid use disorder (“OUD”), support for people in treatment and recovery, providing connections to care for people who have – or are at risk of developing – OUD, addressing the needs of persons with OUD in the criminal justice system, training, and research; and

WHEREAS, on August 23, 2022, the City authorized the Mayor to sign a Memorandum of Understanding with the State of Washington called the “One Washington MOU” and an Allocation Agreement related to the allocation and use of the Distributors Settlement; and

WHEREAS, the City distributions are on the same basis as those identified in the One Washington Memorandum of Understanding (“MOU”); and

WHEREAS, as settlement agreements are periodically reached, cities must sign the associated Participation Forms for each settlement agreement to receive funds from the specific Opioid Distributors; and

WHEREAS, some Participation Forms may be accompanied by Washington State Allocation Agreements; and

WHEREAS, to effectively utilize City resources, the City Council finds it in the best interest of the City to authorize the Mayor to execute settlement participation forms, with or without allocation agreements, from time to time as needed, without the requirement of presenting new City Council resolutions for each instance, thereby providing a continual authorization to receive a portion of the settlement proceeds to address opioid-related issues on an ongoing basis; and

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

Section 1. Mayor Authorization. The City Council authorizes, as a continual authorization, the Mayor to sign Opioid Settlement Participation Agreement Forms from time to time as needed.

Section 2. Mayor Responsibilities. The Mayor agrees to timely execute documents to enable the City to participate in available opioid settlements. If the Mayor believes a future settlement is not in the City's best interests, the Mayor shall bring that settlement to the City Council for consideration as to whether or not to participate.

Section 3. Effective Date. This resolution will take effect immediately upon passage by the City Council.

ADOPTED THIS 23RD DAY OF JUNE, 2024

Dave Olson, Mayor

ATTEST:

Jill Schwerzler-Herrera, CMC
City Clerk



City Of Edgewood Council Agenda Summary Sheet

Subject: AB24-028 - Appointment/Confirmation of Economic Development Advisory Board Applicant	Agenda Item #: 5.A
	For Agenda of: 7/23/2024
	Prepared by: Jeremy Metzler
Attachments (list): 1. EDAB Public Roster_PROPOSED_20240723	
Approval of Materials: Jeremy Metzler Rachel Pitzel, Assistant City Administrator 7/18/2024 Dave Olson 7/18/2024	Expenditure Required: N/A
	Amount Budgeted: N/A
	Timeline: 07/16/2024 SS 07/23/2024 RCM

Summary Statement:

In accordance with Section 2.32.020 of the Edgewood Municipal Code (EMC), appointments to the Economic Development Advisory Board (EDAB) shall follow the City Council Rules of Procedures, which require applications and interviews for each applicant. The Mayor shall appoint the applicants, and the Council shall confirm or deny the appointments proposed by the Mayor.

Positions 2, 3, 5, and 7 are currently vacant. The city actively promotes these vacancies through social media and its website, with weekly posts to encourage applications.

Item History:

N/A

Recommended Action:

MOTION confirming the Mayoral Appointment of Shawn Olesen to Position 5 of the Economic Development Advisory Board, with term ending June 30, 2026.

Fiscal Note/Consideration:

N/A

ECONOMIC DEVELOPMENT ADVISORY BOARD

Public Roster

Position	Title	First Name	Last Name	E-mail address	Term Expires
1	Chair	Andrew	Wiesenfeld	awiesenfeld@cityofedgewood.org	6/30/2025
2		VACANT			6/30/2025
3		VACANT			6/30/2025
4		Steven	Weiss	sweiss@cityofedgewood.org	6/30/2026
5		Shawn	Olesen	solesen@cityofedgewood.org	6/30/2026
6	Vice-Chair	Michael	Pearce	mpearce@cityofedgewood.org	6/30/2026
7		VACANT			6/30/2026





City Of Edgewood Council Agenda Summary Sheet

Subject: AB24-029 - Appointment to Pros/Cons Committee	Agenda Item #:
	For Agenda of: 7/23/2024
	Prepared by: Rachel Pitzel
Attachments (list):	
Approval of Materials: Rachel Pitzel Rachel Pitzel, Assistant City Administrator 7/18/2024 Dave Olson 7/18/2024	Expenditure Required: Amount Budgeted: Timeline:

Summary Statement:

Jurisdictions who are placing an issue on the ballot need to establish Committees "For" and "Against" a local measure per RCW 29A.32.280, Pierce County Code 1.20.050.

The 2024 Pierce County Elections guide states: For each measure from a jurisdiction that is included in the local voters' pamphlet, the legislative authority of that jurisdiction shall formally appoint by the statutory deadline committees "For" and "Against" the measure.

The jurisdiction shall appoint persons known to favor the measure to serve on the "For" committee and shall appoint persons known to oppose the measure to serve on the "Against" committee. An email is required for each committee appointed for correspondence with the Voters' Pamphlet Coordinator. Each committee shall consist of not more than three members; however, a committee may seek the advice of any other person or persons. The Committee Member Appointment Form must be submitted by the deadline to appoint committees.

If such persons are not immediately known, the jurisdiction is encouraged to employ some formal means of notifying the public that members of the "For" and "Against" committees are being sought. The jurisdiction is responsible for providing committee members with copies of instructions, specifications, and deadlines for all statements. The first committee member shall be considered the spokesperson and shall be responsible for submitting the statement and communicating with the Elections Division. The committees are solely responsible for submitting their statements by email to the Elections Division in accordance with the specified timeline for that election. Titles for committee member names will not be published in the local voters' pamphlet.

The city has received two individuals interested in being on the "For" committee and Mayor Olson will be recommending both for appointment with council confirmation. If confirmed, the City Clerk will contact the individuals and provide them with copies of the instructions, specifications, and deadlines for all statements as noted above.

The city's deadline to submit the Committee Member Appointment Form is August 6, 2024, by 4:30pm.

Item History:**Recommended Action:**

MOTION confirming Mayoral Appointment to the "For" Committee on the Levy Lid Lift measure in the November 5, 2024, general election.

Fiscal Note/Consideration: