

Public Safety Committee Agenda City Hall Council Chambers 104 Bridge Street South

April 6, 2023, 8:15 AM

Tod Gunther, Co-Chair/Councilmember Don Tracy, Co-Chair/Councilmember Scott Larson, City Administrator Devon Gabreluk, Police Chief Kristin Wetzel, Orting Police

Call to Order

Approval of January 2023 Minutes

Approval of March 2023 Minutes

Agenda

- 2022 Police Annual Report Q&A
- Damaged Vehicle Replacement
- Updated TRT/SWAT ILA
- Crime Statistics

Additional Comments/Good of the Order

Action Items

- AB 2023-31 Damaged Vehicle Replacement
- AB 2023-32 Updated TRT/SWAT ILA

Adjournment

Next Meeting: May 4, 2023 – 08:15 am

2022



RATED APP

ORTING POLICE DEPARTMENT ANNUAL REPORT

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A MESSAGE FROM THE CHIEF

ORTING POLICE

Welcome! Thank you for taking the time to learn more about the Orting Police Department. I am Devon Gabreluk, the Chief Law Enforcement Officer for the City of Orting, WA. 2022 was a busy year for the department, and I am excited to tell you all about it.

In late summer 2022, the City of Orting set out to appoint a new Police Chief who would be tasked with leading the department into the future. After the search and application process, the city chose me to fill this role. I have lived in Orting for the past 21 years, and am an active member of the community. I have 22 years of Law Enforcement experience, and began my career with the City of Federal Way Police Department. After making a lateral transfer to the Orting Police Department in April of 2007, I found myself working for a community that I love.

I am fortunate enough to be a Police Chief at a time where change has become the new normal. Over the last 10 years, it has become evident that change is needed throughout the Criminal Justice System. Citizens hold their government and elected officials to the highest of standards and expect public agencies to be dynamic and open to change. I view this as an opportunity for the Orting Police Department. By welcoming change, we can take advantage of new programs, resources, and funding to become more modern, implement new ideas, and take advantage of emerging industry trends. Welcoming change enables us to be more skillful, effective, and professional. I am excited to have been given the opportunity to bring about this change, and I am honored to be your Chief of Police.

This report will provide you with a look into how our department operates by summarizing topics such as staffing, organization, reported crime rates, budget, and community programs. I feel that this report, and being as transparent as possible in general, better educates the public as to how we operate which ultimately bolsters your trust in the department. Additionally, I believe that being accountable to the public furthers our mission to become a better Police Department for the community we serve.

I hope you enjoy reading this report and find the information informative. I am honored to serve as your Chief of Police for the City of Orting Police Department.

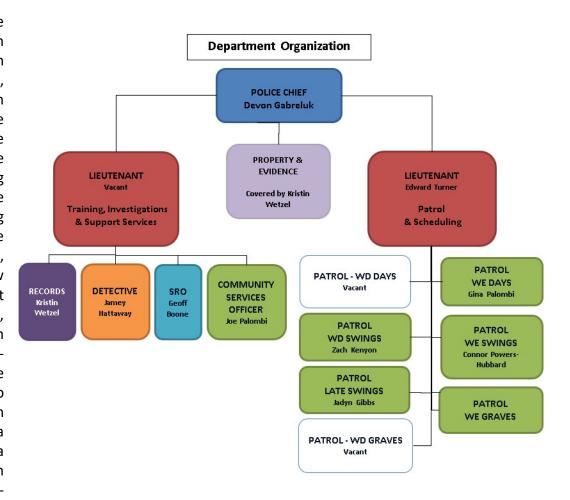
Devon Gabreluk Chief of Police





ORGANIZATION AND STRUCTURE

The Orting Police Department has an authorized staff of thirteen full-time personnel, comprised of one civilian employee and twelve Police commissioned Officers. We are responsible for preserving the peace, protecting life and property, and enforcing local and state statutes. We are full-service. а community-centered enforcement agency that operates 24 hours a day, every day of the year. In order to carry out our dayto-day responsibilities, the organization is divided into three functional areas; an administration division, a patrol division, and support services division. In addition to providing 24-



hour a day law enforcement services, the police department also interacts with the community by involving itself in supplemental services such as; working directly with citizens to recommend social services, working with businesses to solve unique problems, working with community leaders and elected officials to build partnerships for a safe and strong community; providing traffic control through enforcement and education programs; preventing crime by watching trends and analyzing crime data, employing robust training methods to maintain officer skills and knowledge, and taking an active role in the preparation, training, and response to emergency situations.

2022 brought significant changes to police operations due to legislative changes that affect how police use force, pursue vehicles, and enforce drug related crimes. During 2022, the police department added a new Community Services Officer position to improve our ability to communicate with the public and deliver police services using new methods such as social media platforms and community events. The department hired three officers during 2022; two replaced existing vacancies, and one was hired to fill the new Community Services Officer position.





ABOUT OUR STAFF





The Orting Police Department employs an authorized full-time staff of thirteen. Twelve full-time Law Enforcement Officers handle all law enforcement activities within the City Limits of Orting. These twelve officers include: six patrol officers, one School Resource Officer, one Detective, one Community Services Officer, two Lieutenants, and one Chief of Police.

Every member of our agency is valuable, knowledgeable, and well trained. The Orting Police Department considers training a top priority. While Orting is not subjected to as many calls for service per day as those seen by surrounding agencies, we do handle the same types of calls, and have the same legal requirements in regards to operations and training. In the State of Washington, every Law Enforcement Officer is required by law to complete a minimum twenty-four hours of in-service training per year. In 2022, our Officers completed a total of 1827.25 hours of in-service training. This is 761% more training that what is required by the state.

Officer	Training Hours	Total Required	Percent of Required
Officer 1	49.00	24.00	204%
Officer 2	95.00	24.00	396%
Chief	110.75	24.00	461%
Lieutenant	50.50	24.00	210%
Officer 3	54.00	24.00	225%
Officer 4	216.00	24.00	900%
Officer 5	731.00	24.00	3046%
Officer 6	138.00	24.00	575%
SRO	177.00	24.00	738%
Detective	206.00	24.00	858%
Total ALL Officers	1827.25	240.00	761%

DID YOU KNOW?

IN 2022, ORTING OFFICERS
COMPLETED A TOTAL OF 1827.25
HOURS OF COMBINED IN-SERVICE
TRAINING; THIS IS 761% MORE
THAN WHAT IS REQUIRED OF
OFFICERS BY THE STATE.

Most of our Officers have prior Law Enforcement Experience, and came to us from other agencies throughout the state. Because of this, the average Orting Officer has 10.70 years of Law Enforcement experience.

Officer experience combined with our training philosophy means that when an Orting Officer shows up at your home, that Officer will be well trained, knowledgeable, and professional.

As the Chief of Police, I am proud of the hard work and the level of dedication that each of our Officers give to their work, to their community, and to the citizens each and every day.



DEPARTMENT VISION AND MISSION

ORTING POLICE

Our Police Officers are held to a high standard. We do this because each Officer is given the legal authority and is charged with the responsibility to prevent and detect criminal activity, apprehend offenders, protect life and property and enforce laws and ordinances. This must be accomplished in a manner that will inspire the confidence and respect of the public we serve and is no small feat. An officer must function with sensitivity, self-control, impartiality and, above all, honesty.

An officer must reasonably do what is required to protect the public and his/her own safety but

must absolutely refrain from abusing the authority they are granted while performing their duties.

OUR VISION AND MISSION

This vison of the Orting Police department is to be recognized as a prominent law enforcement agency by being resilient and adaptable; excelling in all aspects of law enforcement.

Our mission is to continually build partnerships with our community; working to protect our citizens while adhering to our core values of integrity, compassion and respect.

INTEGRITY COMPASSION RESPECT



PROPERTY & EVIDENCE

ORTING POLICE

Have you ever wondered what happens to someone's personal property when they are arrested?

The Orting Police Department has a secure facility in which evidence and other items can be safely stored until they are needed for court hearings or returned to their owners.

Each item accepted into the property room is carefully inspected, weighed, packaged, and sealed by the investigating Officer prior to acceptance for long term storage.

In 2022, our Officers packaged and submitted over 160 items to the property room. These items were either evidence connected to criminal investigations, found property items with no known owner, items that are being temporarily

DID YOU KNOW?

OVER 160 ITEMS WERE BOOKED INTO THE ORTING POLICE PROPERTY/EVIDENCE ROOM IN 2022

stored for safe keeping, or items of contraband that require destruction.

The table below shows the status of items booked into the property room during 2022.

SPECIAL EVIDENCE STORAGE

In 2022 the Orting Police Department improved upon the way we store and track sexual assault kit (SAK) evidence by adopting new policies to comply with <u>RCW 43.43.545</u>. The tracking system provides

INTAKE STATUS	COUNT
Evidence	83
Disposed	48
Found (Unknown Owner)	16
Safekeeping (Known Owner)	15
Total:	162

sexual assault survivors with the ability to anonymously track the location and status of their Sexual Assault Kit (SAK) from the point of collection through forensic analysis to final storage location and possible destruction. To better protect SAK evidence during long-term storage, the Orting Police Department secured a grant through the Washington State Office of the Attorney General for the purchase of a commercial refrigeration unit. The unit was installed in our evidence storage facility, and provides long-term temperature controlled storage that is monitored for proper climate at all times.

AUDIT

The property and evidence storage facility undergoes multiple in-house audits throughout the year and is generally audited by the State of Washington during the City of Orting's normal audit cycle. In late December 2022, our facility was audited and no adverse findings were noted.





ORTING POLICE

In 2022, the Orting Police Department had an approved operating budget of approximately 2.2 million. Our budget is set by the City Council annually prior to the start of each new year. The State of Washington requires public agencies set and maintain a balanced budget in order to ensure ongoing fiscal responsibility.

In an effort to reduce our spending, we constantly look for new and innovative ways to save tax payer money.

Some of the successful strategies we have implemented are; creating partnerships with surrounding agencies to costshare expensive training, saving money by seeking

BUDGET CATEGORY	AMOUNT
Salary and Benefits	\$1,713,318.30
Operations & Maintenance	\$374,027.65
Capital	\$115,796.22
2022 Actual Expenditures	\$2,203,142.17
2022 Budget	\$2,208,972.60
2022 Year End Balance:	\$5,830.43

out state and federal grant opportunities, and closely monitoring our staff scheduling to limit unnecessary overtime costs.

At the end of 2022, the Orting Police Department finished the year with a balanced department

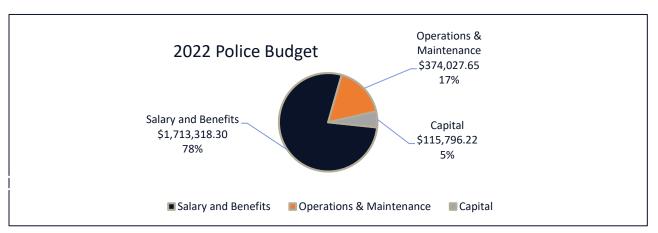
budget, saving the tax payers about \$5,000.00.

DID YOU KNOW?

THE POLICE DEPARTMENT WAS \$5,830.43 UNDER BUDGET FOR FISCAL YEAR 2022.

Additionally, In 2022, a review of our jail booking procedures was conducted which helped us identify numerous ways to reduce jail costs. As a result of this review, we entered into a

contract with the City of Puyallup Jail that to reduce costs on booking fees. We expect this change will save the City a substantial amount of money throughout 2023.

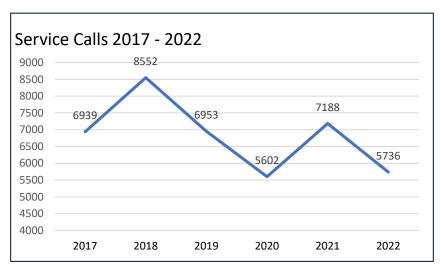






CALLS FOR SERVICE

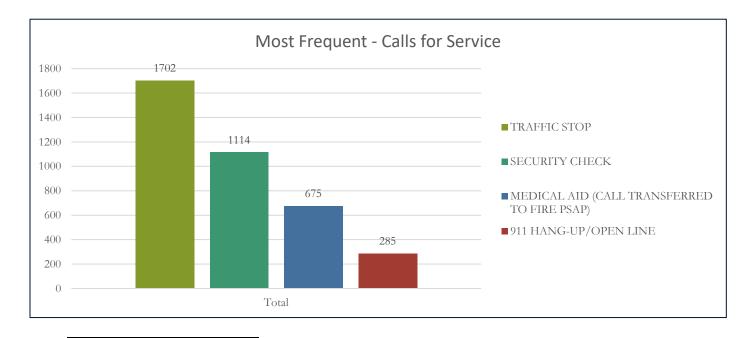
When considering calls for service, it is important to note that each event can fall into one of two categories; those that are dispatched, and those that are on-viewed. Dispatched calls for service are calls that originate from the 911 center as a result of someone calling to report a problem or crime. On-view calls for service are incidents where the event is created by an Officer in the field such as traffic stops or when an Officer observes suspicious behavior or happens upon a crime in progress.



The Orting Police Department had 5736 total calls for service in 2022. This is a decrease from 7188 calls for service in 2021. This number includes all 911 calls for service, Officer on-view activity, and traffic stops. Traffic stops, Officers conducting security checks, and 911 hangup calls occupy three of the four top call type categories with traffic stops accounting for about 35% of all recorded events.¹

DID YOU KNOW?

IN 2022, TRAFFIC STOPS
ACCOUNTED FOR ABOUT 35% OF
ALL POLICE DEPARTMENT
EVENTS RECORDED FOR THE
YEAR.



¹ Percentage is calculated after removing some event types such as medical calls that are transferred to the fire department and have no police involvement.







CRIME DATA

ORTING POLICE

GROUP A CRIMES

Crime reports differ from "calls for service" events in that events track every actionable call to 911 such as 911 hang-ups or home burglar alarm activations. Unlike events, crime reports are meant to track only those reports in which a crime has been confirmed to have occurred or attempted. Confirmed crimes are categorized into one of two groups: Group A or Group B Crimes. Group A crimes are the most serious crimes such as Robbery, Homicide, Sexual Assault, and Arson. Group B crimes are comprised of other less serious crimes that are not Group A crimes. Both Groups are defined in accordance with the Uniform Crime Reporting (UCR) Program, a cooperative statistical effort of more than 17,000 City, County and State law enforcement agencies. Administered by the Federal Bureau Investigation (FBI) since 1930, the primary purpose of UCR (Uniform Crime Reporting) Program is to generate reliable statistics for use in law enforcement administration, operation, and management. Local Crime Data, like that included in this report, is collected and added to a repository which acts as the leading source of social indicators in the nation. This data is collected and ultimately reported by the Orting Police

Offense Description	2022	2021	2020
Rape	0	5	1
Fondling	4	5	8
Statutory Rape	0	1	1
Robbery	1	0	1
Aggravated Assault	14	16	10
Simple Assault	52	56	43
Intimidation	2	6	2
Kidnapping/Abduction	2	0	2
Burglary/Breaking & Entering	19	14	19
Arson	2	6	2
Purse Snatching	0	0	1
Shoplifting	10	11	20
Theft from Building	5	4	6
Theft from Motor Vehicle	27	25	50
Theft of Motor Vehicle Parts or Accessories	5	13	2
All Other Larceny	34	24	41
Motor Vehicle Theft	20	18	16
Extortion/Blackmail	2	1	2
Counterfeiting/Forgery	2	3	0
False Pretenses/Swindle/Confidence Game	7	2	8
Credit Card/Automatic Teller Machine Fraud	5	5	3
Impersonation	2	2	3
Wire Fraud	0	1	3
Identity Theft	12	8	30
Stolen Property Offenses	6	4	7
Destruction/Damage/Vandalism of Property	39	54	44
Drug/Narcotic Violations	9	8	25
Drug Equipment Violations	1	3	9
Pornography/Obscene Material	0	0	2
Violation of No Contact or Protection Orders	19	18	24
Weapon Law Violations	5	9	5
Animal Cruelty	2	1	0

CRIME DATA



GROUP A CRIMES - Continued

Department to the Washington Association of Sheriffs and Police Chiefs (WASPC) and forwarded to the FBI in Washington, DC at the end of each month. Private companies also use this information to determine crime rates in various neighborhoods, and in applications such as realty, creating ranked lists, and determining eligibility for grant

DID YOU KNOW?

THERE WAS A 4.75% DECREASE IN THE TOTAL NUMBER OF REPORTED CRIMES IN ORTING BETWEEN 2021 AND 2022, AND A 23.5% DECREASE IN REPORTED CRIMES BETWEEN 2020 & 2022.

programs.

Now for a quick disclaimer. There are a few important things to note when considering the numbers in the table above. The first being that only crimes reported to the Police are tracked. Additionally, consideration must be given to the overall amount of data being analyzed. In this data, the overall number of crime reports in any particular category or "weight" can drastically affect the end result of analysis, and tends to be more volatile when analyzing a smaller set of

numbers like those collected by Orting PD and presented here. This is especially true if the numbers are being viewed in percentages. Here is an example: In 2022 there were two reported animal cruelty crimes. This is one more than was reported in 2021. This change can be viewed in one of two ways; an increase in crime that is "Only one case more than the previous year", or as

"a 100 percent increase in the number of animal cruelty cases". Both statements are factually correct however one tends to lend a bit more urgency than the other.

Orting PD's UCR Crime

Report numbers should be carefully considered before drawing any absolute conclusions. Finally, if there were no instances of particular crime category in the time periods contained in the table above, then it is not included in the chart. For example, homicide is not included in the table above because there were no reported homicides in Orting PD's jurisdiction between 2020 and the last day of 2022.

STATE TRENDS

Therefore,

Outside of Orting and nationwide, the number of Group A crimes being committed is concerning. The table below is a snapshot of what is happening State and Nationwide.

Crime Type	Washington State	Nationwide
Homicides, 2022 (Preliminary)	+7%	-4%
Homicides, 2019-2022	+73%	+34%
Traffic Deaths, 2021-2022	+11%	02%
Auto Theft, 2019-2022	+92%	+59%

Sources

Preliminary WASPC Homicide Reporting, Feb. 9, 2023

Washington Traffic Deaths Reach 20-Year High - Washington Traffic Safety Commission
Pandemic, Social Unrest, and Crime in U.S. Cities: Year-End 2022 Update - Council on Criminal Justice (counciloncj.org)
U.S. Saw Continuing Drop in Murders in 2022 - The New York Times (nytimes.com)
NHTSA Estimates: Traffic Deaths Third Quarter of 2022 | NHTSA
Traffic deaths in WA outpaced national toll in 2022, early data shows | The Seattle Times
Data Charts - Driving.pdf (memberclicks.net)

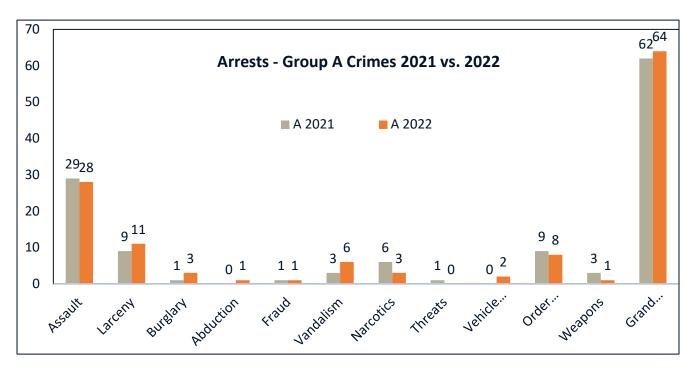




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GROUP A ARRESTS

The chart below illustrates the total number of arrests for Group A crimes made in 2022 compared to those in 2021. Overall, there was a slight (two total arrests to be exact) increase in the number of arrests made in 2022 vs. 2021. Both years were essentially identical and ended with the same number of arrests².



The only exceptions were in categories of vandalism and narcotics. Vandalism arrests increased in 2022 while Narcotics arrests decreased in 2022 but not by much. While these two categories saw the biggest change overall, both categories only saw a difference of three arrests each.

DID YOU KNOW?

ARRESTS FOR GROUP A CRIMES WERE SLIGHTLY HIGHER IN 2022 (64) COMPARED TO 2021 (62).

² Within about 2 arrests.



RESPECT

CRIME DATA

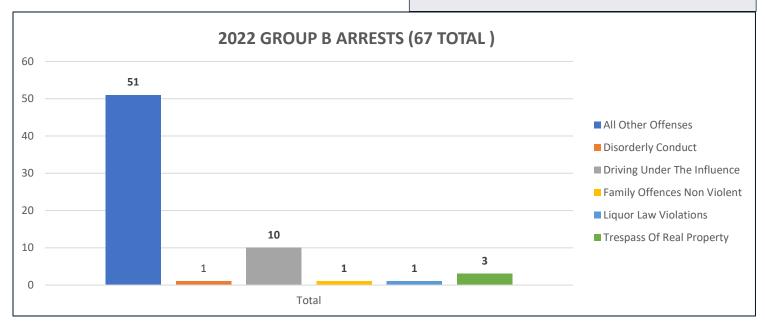
ORTING POLICE

GROUP B ARRESTS

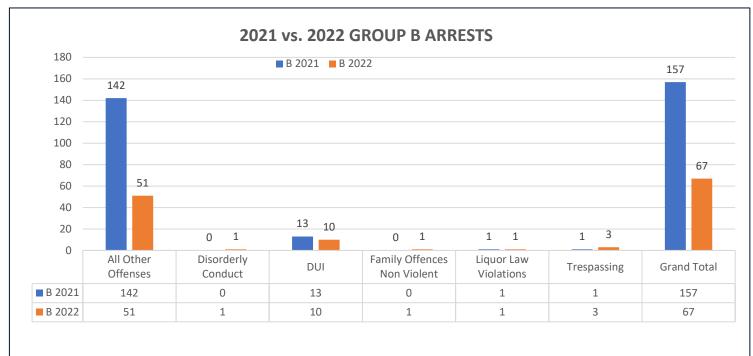
Group B crime data generally includes those crimes that do not fall within the category of Group A. Only arrest data is collected for Group B crimes.

DID YOU KNOW?

ARRESTS FOR GROUP B CRIMES WERE LOWER IN 2022 (67) THAN IN 2021 (157). THIS IS MOST LIKELY DUE TO THE LOWER CRIME RATE OVERALL IN 2022 IN OUR AREA.

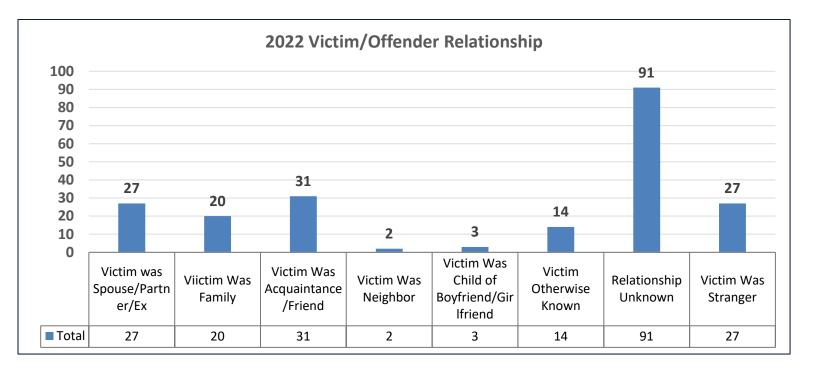


In 2022, the Orting Police Department made 67 arrests for Group B crimes. When combined with the 64 arrests made for Group A crimes, the total arrests made in 2022 is **131**.



VICTIM/OFFENDER RELATIONSHIPS

In most cases during 2022, the relationship between a victim and the offender was unknown. This is contributed to the high number of offenders who are never observed by victims while committing their crimes. In cases where the relationship between victim and offender is known, the victim and offender are most likely to be members of the same family (Spouse, partner, ex, or other family member).



DID YOU KNOW?

DURING 2022 A MAJORITY OF ORTING CITIZENS WHO FOUND THEMSELVES THE VICTIM OF A CRIME KNEW THEIR PERPETRATOR (97 TOTAL). IN ADDITION, CRIME VICTIMS IN ORTING WERE ALMOST TWICE AS LIKELY TO BE VICTIMIZED BY SOMEONE IN THEIR OWN FAMILY (50) VERSUS BEING VICTIMIZED BY A STRANGER (27).



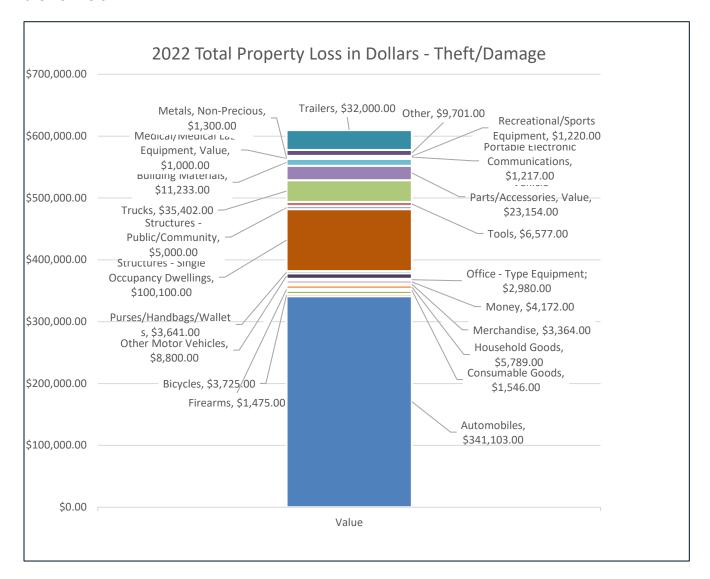
ORTING POLICE

PROPERTY DAMAGE & THEFT

The chart below represents the amount of loss in dollars suffered by victims of property crimes in Orting, WA during 2022. Property crimes are defined as crimes where a victim's property is stolen or intentionally destroyed. It includes things such as motor vehicle theft, spray painting and tagging, slashing of car tires, and shoplifting. It does not include things such as traffic collisions accidentally damaged property, damage from natural disasters or items lost by their owners.

DID YOU KNOW?

A MAJORITY OF PROPERTY CRIME VICTIMS IN ORTING DURING 2022 EXPERIENCED A MONETARY LOSS DUE TO THE THEFT OF, OR DAMAGE TO THIER VEHICLE, VEHICLE PARTS, OR TRAILER. THE SECOND LARGEST MONETARY LOSS TO ORTING VICTIMS IN 2022 WAS FROM INTENTIONAL DAMAGE TO THEIR HOME OR PLACE OF RESIDENCE BY ANOTHER.









ORTING POLICE

TRAFFIC-ENFORCEMENT

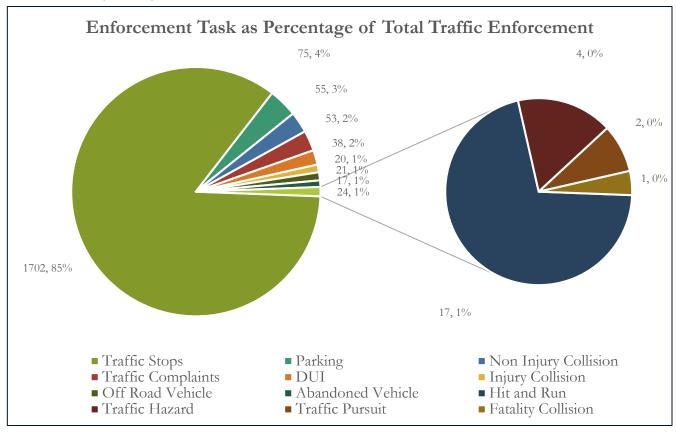
During 2022, the Orting Police Department made 1702 traffic stops in 2022, accounting for about

85% of all traffic related enforcement activity, or about 35% of all department events. The second most frequent traffic related activity handled by officers was enforcing parking violations. While 75 parking tickets were issued during 2022, this only accounted for 5% of the overall traffic enforcement in Orting.

DID YOU KNOW?

ORTING POLICE OFFICERS
CONDUCTED 1702 TRAFFIC STOPS
IN 2022.

In addition to day-to-day traffic enforcement in the City, Orting Officers participated in regional traffic enforcement efforts focusing specifically on targeting distracted and impaired drivers. These emphasis events involve multiple law enforcement agencies that work together to target specific problem areas within the county. They are funded by grant monies secured and supported by agencies such as the Washington State Highway Safety Committee, the Washington Association of Sheriffs and Police Chiefs (WASPC), and the National Highway Traffic Safety Association (NHTSA).



COMMUNITY SERVICES

ORTING POLICE



COMMUNITY SERVICES OFFICER

During 2021 we received feedback from the community who overwhelming requested that the Police Department take a more active role in community events, and increase its online presence. In July of 2022, the department added a new Community Services Officer to the ranks on a trial basis. The Orting City Council ultimately decided to

continue funding for the position into 2023 due its success and input from the public.

The Community Services Officer acts as a liaison between the

DID YOU KNOW?

OUR COMMUNITY SERVICES OFFICER ATTENDED APPROXIMATELY 30 COMMUNITY EVENTS, AND GAVE OUT OVER 1,000 OTTER POPS DURING NEIGHBORHOOD VISITS IN THE SUMMER OF 2022.

community and the Police Department, maintains the department's social media accounts, and host community events throughout the year. Additionally, the CSO acts as a public resource for citizens experiencing emotional, mental, or family crisis, substance abuse, or displacement. This is achieved through various partnerships with community organizations such as the Orting Food bank, veterans' organizations, and the Orting Recovery Cafe. Since our CSO program began, the number of followers on our Police Department Facebook page has increased to over 5,000.

ACCOUNTABILITY

ORTING POLICE

INQUIRIES & INVESTIGATIONS

The Orting Police Department understands that its members are accountable to the public. We demand the best from each of our employees and hold employees to a higher standard than those in other professions. It is the policy of the Orting Police Department to fully investigate all citizen complaints. We treat all complaints seriously. Citizen complaint forms may be accessed via our website at https://cityoforting.org/police and can also be completed in person in our lobby. After complaints are investigated, a final determination is made that can be either:

- <u>Sustained</u> When the investigation discloses sufficient evidence to establish that the act occurred and that it constituted misconduct.
- <u>Not sustained</u> When the investigation discloses that there is insufficient evidence to sustain the complaint or fully exonerate the member.
- <u>Unfounded</u> When the investigation discloses that the alleged acts did not occur or did not involve department members. Complaints that are determined to be frivolous will fall within the classification of unfounded.
- <u>Exonerated</u> When the investigation discloses that the alleged act occurred but that the act was justified, lawful and/or proper.
- <u>Training Issue</u> When the investigation discloses that the alleged act is Not sustained, however counseling or training is warranted to prevent a repeated occurrence.

Inquiry/Complaint #	Date of Complaint	Туре	Result
2022-001	11/15/2022	Inquiry - Service Delivery	Unfounded
2022-002	11/29/2022	Inquiry - Service Delivery	Unfounded
2022-003	11/30/2022	Inquiry - Service Delivery	Unfounded
2022-004	June/July 2022	Investigation - personnel	Sustained
2022-005	12/20/2022	Inquiry - Use of Force	Training Issue
2022-006	12/21/2022	Inquiry - Conduct	Unfounded
2022-007	12/22/2022	Investigation - personnel	Active

In 2021, the Orting Police Department acquired Body Worn Camera devices to underscore our commitment to improving transparency and accountability of all persons present during police investigations. Axon, the vendor who manufactures the body worn cameras provides a seamless digital cloud storage solution which allows the devices to easily and securely store media in an encrypted cloud space transparently and with minimal user interaction. Department policy was updated and the devices were successfully deployed for

DID YOU KNOW?

THERE WERE 7 INQUIRIES OPENED DURING 2022 RELATING TO OFFICER CONDUCT. FIVE WERE CLEARED UNFOUNDED. TWO BECAME INTERNAL INVESTIGATIONS RESULTING IN ONE SUSTAINED FINDING. ONE IS NOT YET COMPLETE.

2022. This system saves Officers a significant amount of time as videos are automatically uploaded to cloud storage and tagged with incident details obtained from the Computer Aided Dispatch System. At any one point in time, the department has anywhere between 4,500 - 5,000 pieces of video evidence held in cloud storage.







ACCOUNTABILITY

ORTING POLICE

USE OF FORCE AND BIAS REVIEW

At the end of each year, a review of all Orting Police use of force incidents is conducted. Yearly review of this data is meant to identify any patterns of unlawful force by individual Officers or any patterns or occurrences of Biased Based Policing.

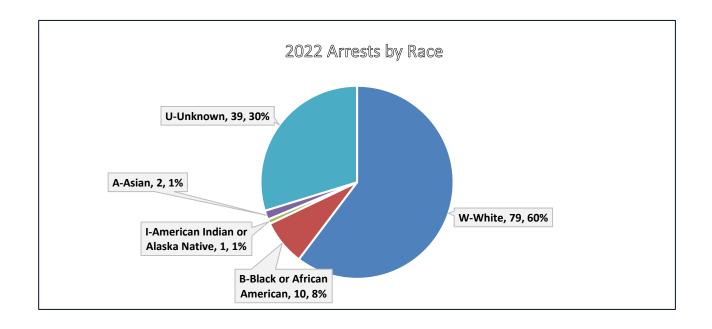
The review looks for a disproportional number of arrests or use of force against persons of color, groups historically mis-treated by police based on a person's ethnicity, gender, gender identity, or other protected class.

In 2022 60% of persons arrested were White, 8% were Black or African American, 1% were American Indian or Alaska Natives, and 1% were Asian. 30% were of unknown race.

Force-Used	Total Incidents
Taser	5
Pursuits	5
Firearm/Gunpoint	
(No discharge)	8
Physical Tactics	4
Total	22

DID YOU KNOW?

THERE WERE 22 USE OF FORCE INCIDENTS IN 2022 INCLUDING VEHICLE PURSUITS. 100% WERE DETERMINED TO BE REASONABLE, JUSTIFIED, AND NECESSARY.



RESOURCE SHARING

ORTING POLICE

TACTICAL RESPONSE TEAM (SWAT)

In 2022, the Orting Police Department continued its participation and partnership with surrounding area Law Enforcement agencies for affordable access to high risk incident response services.

The Orting Police Department, along with Police Departments from the Cities of Bonney Lake, Buckley, Fife, Milton, Puyallup and Sumner each contribute resources to operate the highly specialized team under an Interlocal cost sharing agreement. By contributing local resources to the team, the City of Orting realizes a significant savings compared to creating and maintaining our own response team, or paying another agency on a "pay-per-incident" basis.

There are currently three Officers from Orting the **Police** Department are members of the team; one as negotiator, one tactical officer, and one team leader.



Overall, the team has an authorized staff of 16 tactical officers, and five negotiators across all participating agencies.

RESOURCE SHARING

ORTING POLICE

UAS (DRONE) PROGRAM

Throughout 2022, the Orting Police Department continued to operate a UAS (Unmanned Aerial Systems or "Drone") program that provides Orting Officers with visual support by air during certain types of incidents.



The UAS was acquired with grant funds in 2020 via the Department of Homeland Security and is available to surrounding Law Enforcement agencies upon request.

The Orting Police Department operates the UAS program by utilizing two of its Officers that are trained, FAA-certified commercial remote pilots. Our certified drone pilots conduct all operations in strict accordance with FAA regulations, and fly vetted, industry standard aircraft to ensure safe and efficient flight missions. Our policies regarding department use of a UAS are written to respect the privacy rights of our community and are built upon a foundation of transparency.

The device is equipped with a forward looking infra-red camera that allows the drone to detect minute differences in heat across a wide field of view. It also has a standard video camera to capture video from high above an incident.

Our UAS is most commonly used for search and rescue efforts, locating lost children, determining the presence of hiding persons during high-risk incidents, situational awareness, and flights to document collision scenes by obtaining overhead imagery

You can find out more about the UAS program by visiting our UAS Drone page at: https://cityoforting.org/drone.



RECRUITING

ORTING POLICE

During 2022 we made recruiting and retention of Officers one of our highest administrative priorities. With help from Pierce County TV, we created a recruiting video to assist in our efforts to locate qualified candidates online. In addition, printable documents and posters were created for distribution. The Orting Police Department is currently down two fulltime Officer positions, both are expected to be filled by the second quarter of 2023. While I have your attention, are you interested in working among the proud men and women of the Orting Police If so, check out our Department? recruiting video on Youtube.com by visiting: https://youtu.be/Ny_Opnltqzs, or see the last page of this report.

JOIN OUR TEAM!

ARE YOU LOOKING TO START AN EXCITING CAREER IN LAW ENFORCEMENT?





cityoforting.org/PoliceJobs



cityoforting.org/PoliceJobs



cityoforting.org/PoliceJobs



cityoforting.org/PoliceJobs

WE'RE HIRING!

Earn up to \$93,995 + incentives



DETECTIVES | SRO's | SWAT



- 2-5 weeks vacation per year
- 130 Hours of Holiday per year
- 12 days of sick leave per year
- 100% employee paid medical 90% covered for spouse & dependents
- City Paid Gym Membership
- Additional pay for specialty assignments & formal education
- Take-Home vehicles
- Lateral Credits for years of service
- City paid Dental, Vision, Life Insurance, Disability, **Employee Assistance Program, Uniforms and Equipment**
- Department Drone Pilot Program
- Flexibility with shift schedules

Orting, Washington is a small community of about 9,000 residents located in Pierce County near the cities of Puyallup, Sumner, Bonney Lake, & Graham

Whether you're looking to start a new career in law enforcement or an experienced Officer looking for an agency with an enjoyable call volume....the Orting Police Department may be right for you! For more info, visit:

cityoforting.org/PoliceJobs

REPLACEMENT POLICE VEHICLE





City Of Orting Council Agenda Summary Sheet

		Recommending	Study Session	
	Agenda Bill #	Committee	Dates	Regular Meeting Dates
Subject: Police Vehicle	AB23-31	Public Safety		
Replacement				
Replacement	Department:	Police		
	Date Submitted:	April 6, 2023		
Cost of Item:		<u>\$60,000</u>		
Amount Budgeted	d:	\$60,000		
Unexpended Bala	nce:	<u>\$0</u>		
Bars #:		Various		
Timeline:	·	ASAP		
Submitted By:	Submitted By: Devon Gabreluk			
Fiscal Note: This replacement vehicle will be purchased with funds recovered by insurance.				

Attachments: N/A

SUMMARY STATEMENT:

Mid-year 2022, a marked police vehicle was damaged while apprehending an impaired felon. Insurance determined the vehicle to be a total loss and recovered funds for replacement.

This agenda bill seeks authorization to purchase a replacement vehicle up to the amount indicated using funds recovered from insurance. This agenda bill is not a request to add an additional vehicle to the current Police fleet above what has already been approved by council. The replacement vehicle will be acquired through the State of Washington vehicle purchasing contract, or the State of Arizona cooperative vehicle purchasing contract previously approved by council in 2022. Per current purchasing policy, no bidding process is required.

RECOMMENDED ACTION: Move Forward to The Consent Agenda for The April, 2021 Meeting.

FUTURE MOTION: To Authorize the Mayor to Sign Contracts for The Purchase of One replacement Police Vehicle and the Vehicles' Upfitting For an Amount Not to Exceed \$60,000.00,

UPDATED TRT/SWAT ILA





TRT ILA SUMMARY OF CHANGES



TRT ILA

The modified ILA:

- 1. Allows Dupont to join team
- 2. Allows Signatories to add entities
- 3. Moves from TRT to Tier 2 SWAT
 - a. What that means is....

In accordance with the National Tactical Officers Association, a SWAT Tier 2 team must be mission capable in ALL of the following areas:

- Hostage rescue
- Barricaded gunman
- Sniper operations
- High-risk warrant service and high-risk apprehension
- High-risk security operations
- Terrorism response
- Special assignments and other incidents which exceed the capability and/or capacity of an agency's first responders and/or investigative units.

TRT ILA TRT VS. SWAT TIER 2

Tactical Response Team	SWAT Tier 2
Can address warrant service, simple barricaded subject or some type of highrisk security operations. No deliberate hostage rescue operations.	All mission capabilities defined in previous slide, as long as there are number of personnel to accomplish mission as described.
15 members	19 members
1 Team Commander	1 Team Commander
2 Team Leaders	2 Team Leaders
12 Operators	12 Operators
-	4 Snipers



TRT ILA

Changes in Agreement

Section 6. Budgeting and Cost-Sharing

C. Proportional Share of Operational Costs:

Existing ILA

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

Modified ILA

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

Each Signatory Agency shall pay their annual share by January 31st of each year. Alternatively, Signatory Agencies may pay 1/12th of their annual share on a monthly basis which monthly amount shall be paid before the final day of the month.

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

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



TRT ILA

Changes in Agreement

<u>Section 7. Claims – Notice and Processing</u>

A. Notice of Claim:

Existing ILA

Modified ILA

In the event a claim is filed against a Signatory Agency or its employees for actions arising from their conduct on behalf of the TRT, the Signatory Agency shall promptly notify the other Signatory Agencies that the claim has been initiated. Any documentation, including the claim or legal complaints, shall promptly be provided to each Signatory Agency.

In the event a tort claim is filed against a Signatory Agency or its employees for actions arising from their conduct on behalf of the SWAT Team, the Signatory Agency shall promptly notify the other Signatory Agencies that the claim has been initiated. Any documentation, including the claim or legal complaints, shall promptly be provided to each Signatory Agency. A "tort claim" shall be defined as any written claim for damages whether or not such claim technically complies with RCW 4.96.020.



TRT ILA COMMAND & CONTROL/LEADERSHIP

<u>Section 4. Operation of the SWAT Team</u>

C. Incident Commander – Role and Authority

For every SWAT Team activation/callout, an Incident Commander shall be appointed by the Primarily Responsible Agency. The Chief Law Enforcement Officer of the Primarily Responsible Agency, or his/her designee, shall notify the Team Commander of the individual being appointed as Incident Commander for that activation/callout. The Incident Commander holds final authority for all aspects of a SWAT Team activation/ callout, including developing incident objectives, managing all incident operations, application of resources, and responsibility for all persons involved in the incident.

D. Team Commander - Role and Authority

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



TRT ILA

Police Chief Devon Gabreluk Orting Police Department dgabreluk@cityoforting.org

Thanks to Fife Police Chief Pete Fisher for presentation information.



City Of Orting Council Agenda Summary Sheet

		Recommending	Study Session	
	Agenda Bill #	Committee	Dates	Regular Meeting Dates
Subject: Updated Police	AB 2023-32	Public Safety		
TRT/SWAT ILA				
INI/SWALILA	Department:	Police		
	Date Submitted:	April 6, 2023		
Cost of Item:		<u>\$0</u>		
Amount Budgete	d:	\$0		
Unexpended Bala	ince:	<u>\$0</u>		
Bars #:		N/A		
Timeline:		ASAP		
Submitted By:		Devon Gabreluk		
Fiscal Note: No ch	nange in funding			

Fiscal Note: No change in funding

Attachments: Updated Police TRT/SWAT ILA

SUMMARY STATEMENT:

The Multi-jurisdiction Tactical Response Team(TRT) is undergoing a process to become certified as a SWAT Tier 2 team in accordance with the National Tactical Officers Association. This change will allow the team to handle a broader range of situations that require more advanced training and tactics. As a result, the current interlocal agreement between the cities of Orting, Puyallup, Bonney Lake, Sumner, Fife, and Milton needs to be updated. Updates to the ILA include adding the City of Dupont as a signatory agency, allowing for existing signatories to add future participating agencies, language to upgrade the team to Tier 2 SWAT status, and additional language relating to payment options for signatory agencies.

RECOMMENDED ACTION: Move Forward to The Consent Agenda for The April, 2023 Meeting.

FUTURE MOTION: To Authorize the Mayor to Sign the updated Interlocal agreement for services provided by the Multi-Jurisdiction Tactical Response/SWAT Team.

CALLS FOR SERVICE STATISTICS March, 2023



INCIDENT	DATE	TIME	TYPE
2306000659	3/1/2023	9:23:23	911 HANG-UP/OPEN LINE
2306002157	3/1/2023		911 HANG-UP/OPEN LINE
2306001741	3/1/2023		CITIZEN ASSIST
2306000660	3/1/2023		DV - WITH WEAPON
2306001025	3/1/2023	12:02:02	INCORRIGIBLE JUVENILE
2306001802	3/1/2023	17:20:20	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2306001924	3/1/2023	18:05:05	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2306002474	3/1/2023	22:57:57	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2306001162	3/1/2023	12:56:56	MVC - NON INJURY
2306002015	3/1/2023	18:37:37	MVC - NON INJURY
2306000205	3/1/2023	3:34:34	SECURITY CHECK
2306002267	3/1/2023	20:56:56	SHOTS FIRED - NO KNOWN VICTIMS
2306002154	3/1/2023	19:41:41	VANDALISM
2306100306	3/2/2023	6:10:10	911 HANG-UP/OPEN LINE
2306100364	3/2/2023	7:12:12	BURGLARY ALARM - COMMERCIAL
2306100976	3/2/2023	11:59:59	CITIZEN ASSIST
2306101812	3/2/2023	17:33:33	FOLLOW UP
2306101843	3/2/2023	17:48:48	FOLLOW UP
2306100848	3/2/2023	11:05:05	PHONE MESSAGE FOR OFFICER
2306102243	3/2/2023	21:01:01	TRAFFIC STOP
2306101801	3/2/2023	17:28:28	WALKAWAY
2306201518	3/3/2023	15:15:15	MISSING PERSON
2306201998	3/3/2023	19:26:26	FOLLOW UP
2306200824	3/3/2023	10:35:35	WELFARE CHECK
2306201520	3/3/2023	15:15:15	WELFARE CHECK
2306201768	3/3/2023	17:33:33	WELFARE CHECK
2306300516	3/4/2023	8:29:29	CITIZEN FLAG DOWN
2306300572	3/4/2023	9:07:07	CITIZEN FLAG DOWN
2306301760	3/4/2023	19:26:26	FOLLOW UP
2306300211	3/4/2023	2:58:58	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2306301810	3/4/2023	19:54:54	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2306300436	3/4/2023	7:24:24	SECURITY CHECK
2306301411	3/4/2023	16:38:38	SECURITY CHECK
2306302187	3/4/2023		SECURITY CHECK
2306300385	3/4/2023		TRAFFIC STOP
2306300450	3/4/2023		TRAFFIC STOP
2306300499	3/4/2023		TRAFFIC STOP
2306301395	3/4/2023		TRAFFIC STOP
2306301523	3/4/2023		TRAFFIC STOP
2306301583	3/4/2023		TRAFFIC STOP
2306301811	3/4/2023		TRAFFIC STOP
2306301826	3/4/2023		TRAFFIC STOP
2306301862	3/4/2023		TRAFFIC STOP
2306301901	3/4/2023	20:45:45	TRAFFIC STOP

2306301959	3/4/2023	21:18:18	TRAFFIC STOP
2306302006	3/4/2023	21:34:34	TRAFFIC STOP
2306302035	3/4/2023	21:56:56	TRAFFIC STOP
2306301058	3/4/2023	13:32:32	OFF ROAD VEHICLE COMPLAINT
2306300788	3/4/2023	11:05:05	WELFARE CHECK
2306401611	3/5/2023	18:21:21	911 HANG-UP/OPEN LINE
2306401578	3/5/2023	18:05:05	AGENCY ASSIST
2306400638	3/5/2023	9:45:45	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2306401759	3/5/2023		MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2306400408	3/5/2023		SECURITY CHECK
2306400793	3/5/2023	11:19:19	SECURITY CHECK
2306401871	3/5/2023		TRAFFIC STOP
2306402090	3/5/2023		TRAFFIC STOP
2306401070	3/5/2023		TRESPASS
2306402032	3/5/2023		PARKING PROBLEM
2306502316	3/6/2023		911 HANG-UP/OPEN LINE
2306500397			BURGLARY ALARM - RESIDENTIAL
2306500397	3/6/2023		ANIMAL AT LARGE
	3/6/2023		
2306501569	3/6/2023		CIVIL ISSUE
2306502083	3/6/2023		DVV - VERBAL DOMESTIC
2306500335	3/6/2023		FIRE (CALL TRANSFERRED TO FIRE PSAP)
2306501721	3/6/2023		SECURITY CHECK
2306502427	3/6/2023		SECURITY CHECK
2306500010	3/6/2023		TRAFFIC STOP
2306500224	3/6/2023		TRAFFIC STOP
2306500234	3/6/2023		TRAFFIC STOP
2306500242	3/6/2023	4:24:24	TRAFFIC STOP
2306500261	3/6/2023	4:42:42	TRAFFIC STOP
2306500266	3/6/2023	4:52:52	TRAFFIC STOP
2306500401	3/6/2023	7:13:13	WELFARE CHECK
2306501993	3/6/2023	19:02:02	WELFARE CHECK
2306600820	3/7/2023	10:20:20	ANIMAL COMPLAINT (GENERAL)
2306600491	3/7/2023	7:49:49	DISORDERLY - VERBAL ALTERCATION
2306600948	3/7/2023	11:13:13	FRAUD/FORGERY
2306601678	3/7/2023	15:42:42	MVC - NON INJURY
2306601884	3/7/2023	17:04:04	MVC - NON INJURY
2306601674	3/7/2023	15:41:41	MVC - INJURY OR UNK INJURY
2306601899	3/7/2023	17:08:08	MVC - INJURY OR UNK INJURY
2306601856	3/7/2023	16:53:53	SECURITY CHECK
2306600249	3/7/2023	4:58:58	TRAFFIC STOP
2306602338	3/7/2023	20:28:28	TRAFFIC STOP
2306602378	3/7/2023	20:40:40	TRAFFIC STOP
2306601565	3/7/2023	15:01:01	SHOPLIFT
2306602058	3/7/2023	18:22:22	VIOLATION OF COURT ORDER
2306701510	3/8/2023	14:55:55	CIVIL ISSUE
2306700257	3/8/2023	4:29:29	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2306700265	3/8/2023	4:36:36	TRAFFIC STOP

2306702099	3/8/2023	19:14:14	TRAFFIC STOP
2306700548	3/8/2023	8:31:31	WELFARE CHECK
2306702586	3/8/2023	23:50:50	WELFARE CHECK
2306800723	3/9/2023	9:47:47	911 HANG-UP/OPEN LINE
2306801466	3/9/2023	15:13:13	ASSAULT NO WEAPON ~ NOT IN PROGRESS
2306800023	3/9/2023	0:26:26	FIRE (CALL TRANSFERRED TO FIRE PSAP)
2306800952	3/9/2023		MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2306802539	3/9/2023		MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2306800049	3/9/2023		SECURITY CHECK
2306801359	3/9/2023		SECURITY CHECK
2306801983	3/9/2023		TRAFFIC STOP
2306802062	3/9/2023		TRAFFIC STOP
2306802138	3/9/2023		TRAFFIC STOP
2306801356	3/9/2023		UNWANTED CUSTOMER
2306901219			911 HANG-UP/OPEN LINE
	3/10/2023		911 HANG-UP/OPEN LINE 911 HANG-UP/OPEN LINE
2306902380	3/10/2023		•
	3/10/2023		CITIZEN FLAG DOWN
2306901170			FOLLOW UP
2306902341	3/10/2023		FIREWORKS
2306901572	3/10/2023		INFORMATION FOR POLICE
2306902241	3/10/2023		MISSING PERSON
2306902553	3/10/2023		RUNAWAY
2306901884	3/10/2023	17:26:26	TRAFFIC STOP
2306901333	3/10/2023		UNWANTED CUSTOMER
2306901079	3/10/2023	11:56:56	WELFARE CHECK
2307002153	3/11/2023	23:40:40	BURGLARY ALARM - COMMERCIAL
2307000517	3/11/2023	9:04:04	DVV - VERBAL DOMESTIC
2307000420	3/11/2023	7:56:56	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2307002175	3/11/2023	23:52:52	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2307000729	3/11/2023	11:06:06	SECURITY CHECK
2307001413	3/11/2023	17:23:23	SECURITY CHECK
2307002008	3/11/2023	22:12:12	SUSPICIOUS - VEHICLE
2307000471	3/11/2023	8:30:30	TRAFFIC STOP
2307002059	3/11/2023	22:49:49	TRAFFIC STOP
2307001026	3/11/2023	13:56:56	UNWANTED PERSON
2307102041	3/12/2023	23:20:20	911 HANG-UP/OPEN LINE
2307100599	3/12/2023	10:18:18	CITIZEN ASSIST
2307100854	3/12/2023	12:47:47	CITIZEN ASSIST
2307101102	3/12/2023	15:04:04	FOLLOW UP
2307100780	3/12/2023	12:04:04	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2307101958	3/12/2023	22:24:24	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2307102054	3/12/2023	23:30:30	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2307101017	3/12/2023	14:19:19	MVC - NON INJURY
2307101160	3/12/2023	15:28:28	MVC - NON INJURY
2307100459	3/12/2023	8:49:49	SECURITY CHECK
2307100467	3/12/2023	8:57:57	TRAFFIC STOP
2307100546	3/12/2023	9:51:51	TRAFFIC STOP

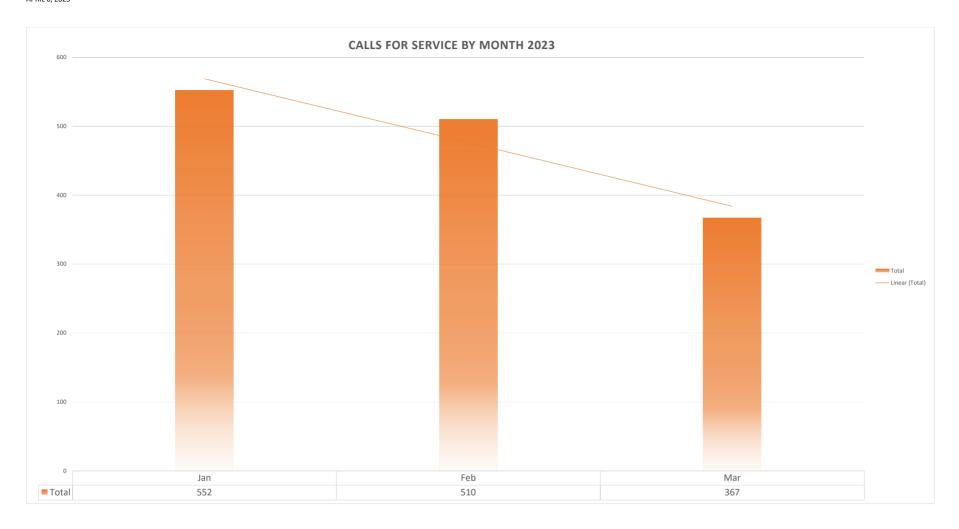
2307100855	3/12/2023	12:47:47	TRAFFIC STOP
2307101825	3/12/2023	21:24:24	TRAFFIC STOP
2307101878	3/12/2023	21:40:40	TRAFFIC STOP
2307100285	3/12/2023	5:20:20	WELFARE CHECK
2307100484	3/12/2023	9:06:06	WELFARE CHECK
2307201987	3/13/2023	18:32:32	DVV - VERBAL DOMESTIC
2307201989	3/13/2023	18:33:33	FRAUD/FORGERY
2307200788	3/13/2023		TRESPASS
2307200225	3/13/2023		TRAFFIC STOP
2307200838	3/13/2023		TRESPASS
2307201305	3/13/2023		VANDALISM
2307201707	3/13/2023		VIOLATION OF COURT ORDER
2307301284	3/14/2023		911 HANG-UP/OPEN LINE
2307301750	3/14/2023		DISORDERLY - NEIGHBOR DISPUTE
2307301730			DVV - VERBAL DOMESTIC
2307302191	3/14/2023		
	3/14/2023		MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2307301010	3/14/2023		MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2307301045	3/14/2023		MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2307301655	3/14/2023		MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2307302063	3/14/2023		MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2307302093	3/14/2023		SUSPICIOUS - PERSON
2307302164	3/14/2023		TRAFFIC STOP
2307300707	3/14/2023	9:23:23	VANDALISM
2307302304	3/14/2023		WELFARE CHECK
2307400834	3/15/2023	10:43:43	911 HANG-UP/OPEN LINE
2307401114	3/15/2023	12:31:31	911 HANG-UP/OPEN LINE
2307401119	3/15/2023	12:34:34	911 HANG-UP/OPEN LINE
2307400433	3/15/2023	7:26:26	PANIC ALARM - COMMERCIAL
2307401088	3/15/2023	12:22:22	ANIMAL AT LARGE
2307402150	3/15/2023	19:54:54	DV - PHYSICAL
2307400720	3/15/2023	9:52:52	CITIZEN FLAG DOWN
2307400768	3/15/2023	10:13:13	FOLLOW UP
2307400022	3/15/2023	0:19:19	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2307401356	3/15/2023	14:16:16	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2307401836	3/15/2023	17:35:35	MEDICAL AID - CPR IN PROGRESS
2307401993	3/15/2023	18:47:47	RUNAWAY
2307402039	3/15/2023	19:06:06	SUSPICIOUS - PERSON
2307401827	3/15/2023	17:30:30	TRAFFIC STOP
2307401841	3/15/2023	17:37:37	TRAFFIC STOP
2307401729	3/15/2023	16:48:48	TRAFFIC COMPLAINT (RECKLESS VEHICLE)
2307402128	3/15/2023	19:45:45	WELFARE CHECK
2307500575	3/16/2023	7:48:48	CITIZEN ASSIST
2307501680	3/16/2023	14:52:52	FOLLOW UP
2307501108	3/16/2023	11:23:23	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2307501813	3/16/2023	15:35:35	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2307501996	3/16/2023	16:36:36	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2307502510	3/16/2023	20:16:16	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
			,

2307501397	3/16/2023	13:05:05	PHONE MESSAGE FOR OFFICER
2307501133	3/16/2023	11:32:32	MISSING AT RISK INDIVIDUAL
2307501733	3/16/2023	15:09:09	TRAFFIC STOP
2307502238	3/16/2023	18:28:28	SHOPLIFT
2307502343	3/16/2023	19:15:15	SHOPLIFT
2307502104	3/16/2023	17:28:28	VIOLATION OF COURT ORDER
2307500490	3/16/2023	7:08:08	WELFARE CHECK
2307501117	3/16/2023	11:25:25	WELFARE CHECK
2307502417	3/16/2023		WELFARE CHECK
2307602103	3/17/2023		911 HANG-UP/OPEN LINE
2307600790	3/17/2023		RESIDENTIAL BURGLARY ~ IN PROGRESS
2307602333	3/17/2023		FOLLOW UP
2307601540	3/17/2023		INFORMATION FOR POLICE
2307602358	3/17/2023		INFORMATION FOR POLICE
2307600906	3/17/2023		MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2307600905	3/17/2023		MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2307601903	3/17/2023		SECURITY CHECK
2307602200	3/17/2023		SECURITY CHECK
2307602584	3/17/2023		SECURITY CHECK
2307601469	3/17/2023		LEWD CONDUCT ~ NOT IN PROGRESS
2307600009	3/17/2023		TRAFFIC STOP
2307602471	3/17/2023		TRAFFIC STOP
2307602533	3/17/2023		TRAFFIC STOP
2307602501	3/17/2023		TRAFFIC COMPLAINT (RECKLESS VEHICLE)
2307601383	3/17/2023		UNWANTED PERSON
2307700573	3/18/2023		911 HANG-UP/OPEN LINE
2307701366	3/18/2023		911 HANG-UP/OPEN LINE
2307701585	3/18/2023		911 HANG-UP/OPEN LINE
2307700258	3/18/2023		DISORDERLY - VERBAL ALTERCATION
2307702234	3/18/2023	21:18:18	EXPLOSIVES/EXPLOSION
2307701980	3/18/2023		FIRE (CALL TRANSFERRED TO FIRE PSAP)
2307701025	3/18/2023		CITIZEN FLAG DOWN
2307701534	3/18/2023		CITIZEN FLAG DOWN
2307701092	3/18/2023		FOOT PATROL
2307701153	3/18/2023	13:28:28	FOOT PATROL
2307701405	3/18/2023	15:27:27	FOLLOW UP
2307701150	3/18/2023	13:27:27	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2307700661	3/18/2023	9:26:26	SECURITY CHECK
2307702279	3/18/2023	21:36:36	SECURITY CHECK
2307700016	3/18/2023	0:08:08	TRAFFIC STOP
2307701043	3/18/2023	12:43:43	TRAFFIC STOP
2307701364	3/18/2023	15:02:02	TRAFFIC STOP
2307701625	3/18/2023	16:59:59	TRAFFIC STOP
2307702006	3/18/2023	19:38:38	TRAFFIC STOP
2307700482	3/18/2023	7:34:34	UNWANTED PERSON
2307701746	3/18/2023	17:48:48	PARKING PROBLEM
2307700017	3/18/2023	0:09:09	WELFARE CHECK

2307801750	3/19/2023	19:31:31	DISORDERLY - VERBAL ALTERCATION
2307801547	3/19/2023	17:42:42	FIRE (CALL TRANSFERRED TO FIRE PSAP)
2307801100	3/19/2023	13:52:52	CITIZEN FLAG DOWN
2307800401	3/19/2023	7:01:01	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2307800419	3/19/2023	7:19:19	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2307800816	3/19/2023	11:22:22	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2307800837	3/19/2023		MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2307801798	3/19/2023		MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2307801565	3/19/2023		FOUND PROPERTY
2307800954	3/19/2023		SECURITY CHECK
2307801370	3/19/2023		SECURITY CHECK
2307800709	3/19/2023		SUSPICIOUS - VEHICLE
2307800579	3/19/2023		TRAFFIC STOP
2307800619	3/19/2023		TRAFFIC STOP
2307800619	3/19/2023		TRAFFIC STOP
2307801044			TRAFFIC STOP
2307801044	3/19/2023		
	3/19/2023		TRAFFIC STOP
2307802051	3/19/2023		TRAFFIC STOP
2307801959	3/19/2023	21:18:18	
2307900724	3/20/2023		911 HANG-UP/OPEN LINE
2307900831	3/20/2023		911 HANG-UP/OPEN LINE
2307901779	3/20/2023		ANIMAL COMPLAINT (GENERAL)
2307900791	3/20/2023	10:19:19	
2307901880	3/20/2023		FOLLOW UP
2307900580	3/20/2023		SECURITY CHECK
2307902360	3/20/2023		SECURITY CHECK
2307902390	3/20/2023		SECURITY CHECK
2307900725	3/20/2023		TRAFFIC STOP
2307900764	3/20/2023		TRAFFIC STOP
2307902424	3/20/2023	22:47:47	VIOLATION OF COURT ORDER
2308001657	3/21/2023		911 HANG-UP/OPEN LINE
2308001986	3/21/2023		FOLLOW UP
2308001097	3/21/2023		HAZARD - MISCELLANEOUS
2308000683	3/21/2023		JUVENILE PROBLEM (GENERAL)
2308000983	3/21/2023	11:24:24	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2308002143	3/21/2023	19:50:50	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2308000336	3/21/2023	5:24:24	SECURITY CHECK
2308000343	3/21/2023	5:32:32	SECURITY CHECK
2308002170	3/21/2023	20:05:05	SECURITY CHECK
2308002475	3/21/2023	22:42:42	SECURITY CHECK
2308000448	3/21/2023	7:00:00	SUSPICIOUS - VEHICLE
2308002221	3/21/2023	20:25:25	TRAFFIC STOP
2308000656	3/21/2023	8:56:56	WARRANT SERVICE/SUBJ WITH WARR
2308000806	3/21/2023	10:05:05	WARRANT SERVICE/SUBJ WITH WARR
2308000817	3/21/2023	10:13:13	WELFARE CHECK
2308100596	3/22/2023	8:11:11	CIVIL ISSUE
2308100798	3/22/2023	9:42:42	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)

2308102156	3/22/2023	18:53:53	FOUND PROPERTY
2308100187	3/22/2023	2:43:43	SECURITY CHECK
2308100222	3/22/2023	3:06:06	SECURITY CHECK
2308102023	3/22/2023	17:58:58	SECURITY CHECK
2308201478	3/23/2023	15:07:07	ANIMAL COMPLAINT (GENERAL)
2308200829	3/23/2023	10:35:35	FRAUD/FORGERY
2308201937	3/23/2023		FOLLOW UP
2308200752	3/23/2023		INFORMATION FOR POLICE
2308200607	3/23/2023	8:53:53	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2308201699	3/23/2023		MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2308202561	3/23/2023		MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2308201444	3/23/2023		PHONE MESSAGE FOR OFFICER
2308201722	3/23/2023		MVC - NON INJURY
2308200700	3/23/2023		FOUND BIKE
2308200700	3/23/2023		SECURITY CHECK
2308200183			
	3/23/2023		SUSPICIOUS - VEHICLE
2308202223	3/23/2023	20:33:33	
2308201106			DISABLED VEHICLE IN ROADWAY
2308200299	3/23/2023		WARRANT SERVICE/SUBJ WITH WARR
2308202204	3/23/2023		WELFARE CHECK
2308300562	3/24/2023		BURGLARY ALARM - RESIDENTIAL
2308301301	3/24/2023	14:41:41	IDENTITY THEFT
2308301388	3/24/2023	15:22:22	FOLLOW UP
2308301783	3/24/2023	18:06:06	FOLLOW UP
2308302278	3/24/2023	21:38:38	FOLLOW UP
2308300275	3/24/2023	5:24:24	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2308300319	3/24/2023	6:29:29	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2308301192	3/24/2023	13:50:50	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2308301890	3/24/2023	18:46:46	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
2308301699	3/24/2023	17:32:32	MVC - NON INJURY
2308300161	3/24/2023	2:52:52	SECURITY CHECK
2308302024	3/24/2023	19:39:39	SUBJECT STOP
2308300377	3/24/2023	7:21:21	TRAFFIC COMPLAINT (RECKLESS VEHICLE)
2308302255	3/24/2023	21:22:22	DUI
2308300253	3/24/2023	4:55:55	THEFT
2308301563	3/24/2023	16:36:36	THEFT - FROM VEHICLE
2308301620	3/24/2023	17:03:03	WELFARE CHECK
2308400716	3/25/2023	9:58:58	911 HANG-UP/OPEN LINE
2308401771	3/25/2023	18:26:26	911 HANG-UP/OPEN LINE
2308400126	3/25/2023	1:47:47	ALARM OTHER
2308401091	3/25/2023	13:18:18	CITIZEN ASSIST
2308401815	3/25/2023		CIVIL ISSUE
2308400820			CITIZEN FLAG DOWN
2308400211	3/25/2023		SECURITY CHECK
2308400251	3/25/2023		SECURITY CHECK
2308400758	3/25/2023		SECURITY CHECK
2308400892	3/25/2023		SECURITY CHECK
2300400092	3/ 23/ 2023	11.17.17	SECONT I CILCR

	-,			
ĺ	2308401261	3/25/2023	14:32:32	SECURITY CHECK
	2308401375	3/25/2023	15:27:27	SECURITY CHECK
	2308400227	3/25/2023	3:24:24	SUSPICIOUS - VEHICLE
	2308400247	3/25/2023	3:37:37	SUSPICIOUS - VEHICLE
	2308400921	3/25/2023	11:35:35	SUSPICIOUS - VEHICLE
ĺ	2308400792	3/25/2023	10:31:31	TRAFFIC STOP
ĺ	2308401622	3/25/2023	17:20:20	TRAFFIC STOP
ĺ	2308401060	3/25/2023	13:00:00	SHOPLIFT ~ JUST OCCURRED
ĺ	2308402146	3/25/2023	21:11:11	TRESPASS ~ NOT IN PROGRESS
	2308500419	3/26/2023	6:56:56	911 HANG-UP/OPEN LINE
	2308501121	3/26/2023	13:40:40	FIRE (CALL TRANSFERRED TO FIRE PSAP)
	2308500715	3/26/2023	10:27:27	FOLLOW UP
ĺ	2308501316	3/26/2023	15:24:24	FOLLOW UP
j	2308501592	3/26/2023	17:47:47	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
	2308500577	3/26/2023	9:16:16	SECURITY CHECK
j	2308500665	3/26/2023	10:04:04	SECURITY CHECK
	2308500684	3/26/2023	10:16:16	SUSPICIOUS - VEHICLE
	2308500926	3/26/2023	12:01:01	TRAFFIC STOP
	2308501152	3/26/2023	13:55:55	THEFT
	2308501393	3/26/2023	16:11:11	PARKING PROBLEM
	2308601026	3/27/2023	11:36:36	911 HANG-UP/OPEN LINE
ĺ	2308602101	3/27/2023	19:13:13	911 HANG-UP/OPEN LINE
ĺ	2308600537	3/27/2023	8:02:02	CITIZEN FLAG DOWN
	2308600836	3/27/2023	10:20:20	CITIZEN FLAG DOWN
	2308601158	3/27/2023	12:40:40	FOLLOW UP
ĺ	2308601264	3/27/2023	13:22:22	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
	2308602327	3/27/2023	20:59:59	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
	2308601654	3/27/2023	15:57:57	MVC - HIT & RUN ~ JUST OCCURRED
	2308600014	3/27/2023	0:10:10	SECURITY CHECK
	2308601339	3/27/2023	13:53:53	SECURITY CHECK
	2308602121	3/27/2023	19:22:22	SUICIDE THREAT
	2308600741	3/27/2023	9:44:44	TRAFFIC STOP
	2308601611	3/27/2023	15:41:41	SHOPLIFT
	2308600753	3/27/2023	9:49:49	THEFT - FROM VEHICLE
	2308600962	3/27/2023	11:09:09	VANDALISM
	2308601738	3/27/2023	16:39:39	VANDALISM
	2308700317	3/28/2023	6:03:03	HARASSMENT
	2308700231	3/28/2023	4:24:24	MEDICAL AID (CALL TRANSFERRED TO FIRE PSAP)
	2308700282	3/28/2023	5:34:34	SECURITY CHECK
	2308700258	3/28/2023	5:04:04	SUSPICIOUS - VEHICLE
	2308700301	3/28/2023	5:48:48	TRAFFIC STOP

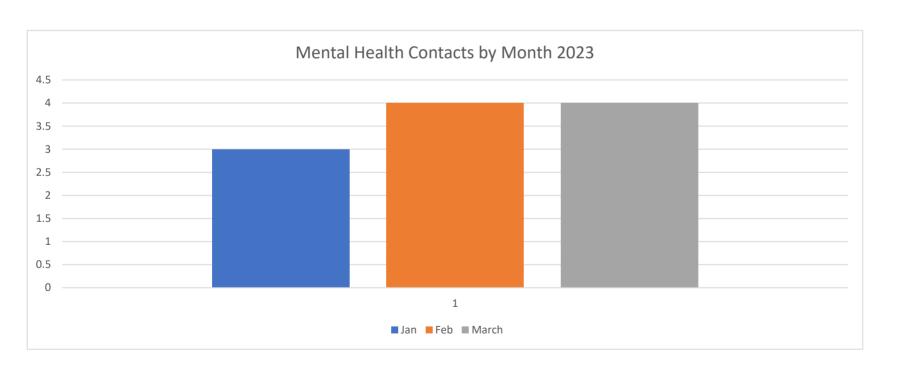


Case Number	Subject	Occurred On	Role	Race	Sex
* —					



^{*}Zero Displaced Persons contacts in March, 2023. So far in 2023, trend is decreasing by month.

Case Number	Subject	Occurred On	Role	Race	Sex
2306502083	Harassment DV Fel Arrest	03/06/23	Arrested	w	M
<u>2307201987</u>	Nonviolent / Domestic Offense Obstruct Investigation / Material Witness DV	03/13/23	Other	W	М
2307201987	Nonviolent / Domestic Offense Obstruct Investigation / Material Witness DV	03/13/23	Suspect	W	М
2307501133	Missing Person	03/16/23	Other	W	F



Officer	Total Training Hours	Required	Percent o	of Required
BOND	1	4.00	24.00	58%
KENYON		9.00	24.00	38%
GABRELUK		1.00	24.00	4%
TURNER		9.00	24.00	38%
J. PALOMBI		3.00	24.00	13%
G. PALOMBI		2.00	24.00	8%
J. GIBBS	1	1.00	24.00	46%
POWERS	1	1.00	24.00	46%
BOONE		9.00	24.00	38%
HATTAWAY		9.00	24.00	38%
Total	7	8.00	240.00	33%

INTERLOCAL COOPERATION AGREEMENT FOR MULTIJURISDICTIONAL SWAT TEAM

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

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

NOW, THEREFORE, THIS AGREEMENT is made under the Interlocal Cooperation Act (Chapter 39.34 RCW) and the Mutual Aid Peace Officers Powers Act (chapter 10.93 RCW) between the Cities of Bonney Lake, Fife, Milton, Orting, Puyallup, Sumner, and DuPont (the "Signatory Agencies"). Through this agreement, the Signatory Agencies agree to provide mutual aid and support for a multijurisdictional SWAT Team as provided herein.

Section 1. Definitions

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

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

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

Section 2. Objective

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

Section 3. Governance of the SWAT Team

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

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

- **B.** Chair of the OC: The OC shall elect a Chair by majority vote at its first meeting. The Chair shall serve a 2-year term, after which the OC will hold another vote to elect a Chair for the next 2-year term. There is no limit to the number of terms an individual may serve as Chair. The Chair shall be responsible for leading discussion, preparing an agenda, and generally overseeing the operation of the OC, but has no additional voting authority as a result of his/her role as Chair.
- Normal Voting: Each member of the Oversight Committee shall have one vote for all committee decisions on which a vote is required or taken. Except in emergency circumstances as outlined below, voting shall only be allowed in-person, at a properly-scheduled OC meeting. No absentee, proxy, electronic, or telephonic voting shall be allowed. All decisions, except those related to the SWAT Policy and Procedures Manual, shall be made by simple majority vote of OC members in attendance at the meeting during which the vote is taken, so long as at least a quorum of the OC is present. All decisions regarding changes to the SWAT Policy and Procedures Manual will require a unanimous vote from all OC members.
- **Emergency Voting:** If the Chair determines a vote is required on an emergency matter, and that the vote must take place sooner than a meeting can reasonably be scheduled, the Chair may call for a vote via email. In such a circumstance, the Chair must send an email to each member of the OC. The email shall (1) describe the background and nature of the issue, (2) describe the emergent reasoning for calling an electronic vote, and (3) clearly state the motion upon which a vote is requested. Each OC member shall have 24 hours to respond to the email and indicate their vote on the matter presented. A member's vote should clearly and unequivocally state whether it is in favor or against the motion. The motion shall only pass if, at the end of the 24-hour period, a majority of the OC members have voted in favor.
- **E. Quorum**: No vote shall take place at any meeting unless a majority of the Oversight Committee is present.
- **F.** OC Adopts Policies/Procedures: The OC may, at its discretion, adopt policies, procedures and regulations applicable to the SWAT Team's operations and structure, consistent with best practices. In addition, the OC may adopt standards for qualification and selection to the Team, and subsequent training required for continued participation on the Team.
 - 1. Any policies and procedures adopted by the OC must be signed by each OC member <u>and</u> the Chief Law Enforcement Officer of each Signatory Agency if someone other than the Chief Law Enforcement Officer is that agency's representative on the OC.
 - 2. Following the adoption, modification, or removal of any policy or procedure, the OC shall forward notice of the change to each Signatory Agency, along with an updated copy of the applicable policy/procedure/regulation, if applicable.

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

Section 4. Operation of the SWAT Team

- **A.** Governing Policies and Procedures: During a callout, members of the SWAT Team will be governed by, and act in accordance with, the SWAT policies and procedures approved by the OC. To the extent the policies/procedures/regulations of the SWAT Team conflict with those of the individual jurisdictions, the SWAT versions will control all SWAT activities.
- **B.** <u>Team Structure</u>: The goal of the SWAT Team is to have seventeen (17) operators and two (2) Team Commanders.
 - 1. <u>Tactical Personnel</u>: The SWAT Team shall be comprised of the following number of members from the Signatory Agencies. It is understood and intended the number and distribution of personnel may be adjusted at a later time by a vote of the Oversight Committee.

- Puyallup: 8 team members plus 2 team commanders

Bonney Lake: 2 team members
Fife: 2 team members
Sumner: 2 team members
Milton: 1 team member
Orting: 1 team member
DuPont: 1 team member

- 2. <u>Negotiators</u>: The SWAT Team shall include a negotiator element. The composition and structure of the negotiator element shall be left to the discretion of the OC.
- 3. <u>Vacant Positions</u>: When attrition occurs in the initial SWAT Team, vacancies shall be filled based on criteria and processes approved by the OC, with the goal of always maintaining the minimum team personnel outlined in Section 4(B) above.
- 4. <u>Team Commander Selection and Term</u>: The OC shall select two (2) Team Commanders by majority vote. Each individual selected as Team Commander shall agree to serve in the position for at least three (3) years.

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

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

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

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

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

- **D.** <u>Team Commander Role and Authority</u>: The Team Commander reports to, and is under the direct command of, the Incident Commander at any SWAT Team activation/callout. The Team Commander shall be responsible for the tactical application of SWAT Team personnel and resources to accomplish the objectives established by the Incident Commander.
- E. Primary/Secondary Team Commander Selection and Authority: For each SWAT Team activation/callout, one of the Team Commanders shall be identified as the primary Team Commander. The primary Team Commander shall have the authority of the Team Commander for that activation/callout. The Team Commander not identified as the primary will provide advice and support to the primary Team Commander.

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

Section 5. Activations/Call Outs

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

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

Section 6. Budgeting and Cost-Sharing

A. Host Agency: For purposes of general administration, the OC shall designate one (1) Signatory Agency as the Host Agency. The Host Agency will be responsible for maintaining the budget approved by the OC, as well as all budget-related records and receipts.

B. Annual Operating Budget

- 1. By June 1 of each year, the Team Commanders shall submit a proposed annual budget to the OC. The budget should include all reasonably-anticipated training, equipment, and other operational costs for the following calendar year. The OC will consider the proposed budget at its next regularly-scheduled meeting.
- 2. By December 31 of each year, the OC shall adopt a proposed budget for the following calendar year by majority vote. The budget should include all reasonably-anticipated training, equipment, and other operational costs for the following calendar year. Once adopted, that budget will be the official budget of the SWAT Team for the relevant calendar year, subject to change

only by a majority vote of the OC.

- 3. Each Signatory Agency hereby agrees to be liable for its proportional share of any OC-approved annual budget. Each member of the OC shall be responsible for submitting his/her agency's proportional share of the budget to his/her agency's budgeting process, and ensuring payment for that share is deposited into the account maintained by the Host Agency.
- C. Proportional Share of Operational Costs: The share of the annual SWAT Team budget for which each Signatory Agency will be responsible is equal to the percentage of each Signatory Agency's population to the total population of all Signatory Agencies combined, per the most recent Washington Office of Financial Management (OFM) estimate as of December 1 of the calendar year prior to which the budget applies. The percentage of each Signatory Agency's share shall be calculated to two decimal points (i.e., 1/100th of one-percent, without rounding). Any added amount necessary to bring the total to 100% after tabulation shall be added to the share of the Signatory Agency with the largest population.

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

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

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

- **D.** <u>Certain Costs/Expenses Not Shared</u>: The following costs/expenses of participation in the SWAT Team are to be borne solely by the individual Signatory Agency to which the cost accrues
 - 1. Regular pay and benefits for any Team Member;
 - 2. Overtime pay for any Team Member;
 - 3. The cost of outfitting an individual Team Member for participation on the team, including uniform, boots, gloves, helmet, other clothing-type items,

- individual weapon, and weapon-related accessories (suppressors, scopes, etc.);
- 4. Fuel for agency vehicles used to transport a Team Member to/from a call out;
- 5. Damage, including wear and tear, on agency-owned vehicles not used exclusively for SWAT Team operations (*i.e.*, patrol cars, etc.);
- E. <u>Training Costs</u>: Costs for SWAT Team-specific training events (*i.e.*, events attended by the entire Team) shall be included in the annual operational budget. The Team Commander shall have the authority to coordinate and schedule training within the budget, and approve any requests for SWAT Team-specific training submitted by Team Members. Unless otherwise approved by the OC, individual training for Team Members (outside of Team training events) shall be the sole responsibility of the Signatory Agency that employs that Team Member.
- **Emergency Expenses**. If, during an incident to which the SWAT Team has responded, the Team Commander determines an emergency expense is necessary to the continued participation of the SWAT Team, the Team Commander shall inform the Incident Commander of the necessary expense and the basis therefore. The Incident Commander shall authorize or decline the expense. If the Incident Commander authorizes the expense, payment of that expense shall be the sole responsibility of the Signatory Agency employing the Incident Commander.
- G. Consumables Used During a Callout: The cost to replace consumable goods/equipment used during a particular activation/callout shall be the sole responsibility of the Requesting Agency for that activation/callout. Consumable goods/equipment includes, but is not limited to, explosives, ammunition, first aid supplies, and so on. Within a reasonable amount of time after the callout, the OC shall provide the Requesting Agency an accounting of any and all consumable items for which SWAT Team seeks reimbursement, and the Requesting Agency shall remit payment via the Host Agency within a reasonable time after receiving the accounting.
- **H.** Funds Remaining at End of Budget Cycle: Signatory Agencies agree that any money left over from any calendar year shall remain in the SWAT Team general account to supplement/augment continuing SWAT Team operations. Signatory Agencies shall provide a record of all direct and other costs to the Host Agency.
- I. <u>Audit Rights of Signatory Agencies</u>: Each Signatory Agency shall have the right to conduct an audit of the SWAT Team budget and account/s at any time.
- **J.** Annual Report: An annual report of all SWAT Team activities during a calendar year shall be provided to each Signatory Agency by April 1 of the following calendar year. This report shall include the following:

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

Section 7. Claims – Notice and Processing

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

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

D. Claims of \$7,500 or Less

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

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

- E. <u>Conflict Counsel Cost-Sharing</u>: In the event any attorney retained to represent any individual of Signatory Agency in any SWAT Team-related litigation determines conflict counsel should be appointed for any individual or Signatory Agency, that individual or Signatory Agency shall be entitled select their own conflict counsel, with the input of the relevant insurance carrier or risk-pooling organization. The costs of any conflict counsel shall be shared equally among the Signatory Agencies.
- F. <u>Dismissal From Lawsuit Continued Cost-Sharing</u>: In the event a Signatory Agency or its employee/s is/are successfully withdrawn or dismissed from a lawsuit, that Signatory Agency shall nonetheless be required to pay its equal share of any subsequent and continued litigation costs.

G. <u>Settlement – Procedure - Effect</u>

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

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

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

Section 9. Insurance Coverage Required

The Signatory Agencies shall, to the best of their ability, coordinate their liability insurance and/or self-insured coverage to the extent possible to fully implement and follow this Agreement. However, the consent of any liability insurance carrier or self-insured pool or organization is not required to make this agreement effective as between the Signatory

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

Section 10. Employment

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

Section 11. Press Releases

Signatory Agencies will coordinate any press releases relating to SWAT Team activities only through the Primary Responsible Agency, in an effort to fully and fairly acknowledge the contributions of participating agencies, and with due regard for the integrity of the operations and the safety of officers.

Section 12. Authorized Staff

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

Section 13. Prisoner Transportation

Transportation of arrestees will be coordinated by the Incident Commander.

Section 14. Injury Benefits

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

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

Section 15. Severability

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

Section 16. Term

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

Section 17. Termination

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

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

Section 18. Contract Administration

The Signatory Agencies do not, by this Agreement, intend to create any separate legal or administrative entity. The Signatory Agencies will cooperatively work together to further the intent and purpose of this agreement. The Chief Law Enforcement Officers from the Signatory Agencies shall be responsible for administering the terms of this agreement.

Section 19. Entire Agreement

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

Section 20. Authorization

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

Section 21. Additional Signatory Agencies

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

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

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

CITY OF BONNEY LAKE

By:	Date:
Michael McCullough, Mayor	
As To Form:	Date:
115 1 0 1 0 1 111	Date
Print Name:	<u> </u>

CITY OF PUYALLUP

By:	Date:
Steve Kirkelie, City Manager	
	~
As To Form:	Date:
Joe Beck, Puyallup City Attorney	

CITY OF MILTON

By:	_ Date:_	
Shanna Styron-Sherell, Mayor		
4 <i>m</i> F	D	
As To Form:	Date:	
Print Name:	_	
Milton City Attorney	/	

CITY OF SUMNER

Ву:	Date:
Kathy Hayden, Mayor	
As To Form:	Date:
Print Name: Andrea Marquez	
Sumner City Attorney	

CITY OF FIFE

By:	Date:
Derek Matheson, City Manager	
As To Form:	Date:
Greg Amann Fife City Attorney	

CITY OF ORTING

By:	Date:_
Joshua Penner, Mayor	
As To Form:	Date:
Print Name:	
Orting City Attorney	_

CITY OF DUPONT

By:	Date:
Ronald J. Frederick, Mayor	
As To Form:	Datas
Gordon P. Karg	Date:
DuPont City Attorney	