

RESOLUTION NO. 1766

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIFE, PIERCE COUNTY, WASHINGTON AUTHORIZING AN INTERLOCAL AGREEMENT WITH OTHER PIERCE COUNTY LOCAL GOVERNMENTS FOR MULTI-JURISDICTIONAL LAW ENFORCEMENT SPECIALTY TEAMS IN PIERCE COUNTY

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

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

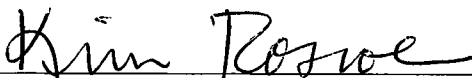
WHEREAS, a major law enforcement operation may affect more than one law enforcement agency which necessitates joint cooperation in order that persons and property may be protected and the peace maintained; and

WHEREAS, the Cities of Bonney Lake, Buckley, Dupont, Fife, Fircrest, Gig Harbor, Lakewood, Milton, Orting, Puyallup, Sumner, and the Towns of Ruston, Steilacoom, and Wilkeson, have negotiated an agreement under the Interlocal Cooperation Act (Chapter 39.34 RCW) and the Mutual Aid Peace Officers Powers Act (chapter 10.93 RCW) in the form attached hereto as Exhibit A, by which said jurisdictions agree to provide mutual aid and support for multi-jurisdictional specialty teams as provided in the agreement; and


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

BE IT RESOLVED that the City Council hereby authorizes the City Manager and the Mayor to execute the Interlocal Cooperative Agreement for Multi-Jurisdictional Specialty Teams in Pierce County substantially in the form attached hereto as Exhibit A.

ADOPTED by the City Council at an open public meeting held on the 13th day of June, 2017.

  
\_\_\_\_\_  
Kim Roscoe, Mayor

Attest:

  
\_\_\_\_\_  
Angela Woods, Acting City Clerk

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

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

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

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **DEFINITIONS**

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

(a) **Assisting Agency**

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

(b) **Crime Response Unit**

Specialty team comprised of individual officers of the Signatory Agencies

organized to provide quality investigative assistance for major incidents.

(c) **Major Law Enforcement Operation**

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

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

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

(e) **Primarily Responsible Agency**

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

(f) **Metro SWAT Team**

Specialty team comprised of individual officers of the Signatory Agencies organized to respond to situations which require additional or extraordinary tactical equipment or expertise.

(g) **Signatory Agency**

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

(h) **Civil Disturbance Team**

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

(i) **Metro Collision Response Team**

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

(j) **Participating Cities**

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

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

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

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

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

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

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

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

The intent of this agreement is for each agency to share resources to promote the most effective and efficient delivery of law enforcement services for Signatory Agencies. No actual budgetary responsibility shall be attached to inclusion to this agreement. The parties do not intend to jointly own any real or personal property as part of this undertaking. Participating cities shall operate and participate through their local budgetary process. All liability for salaries, wages, or other compensation and/or benefits for officers or employees performing under this agreement shall be that of the employing participating city.

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

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

Specific funding agreements may be structured between participating cities and/or signatory agencies for the purchase of specialty equipment. In addition, participating cities or signatory agencies may pursue grants for the procurement of equipment that the oversight committee deems helpful or necessary to support specialty teams or in furtherance of this agreement.

6. **REQUESTS FOR ASSISTANCE.** In the event of a Major Law Enforcement Operation, the first law enforcement resources to be used shall be those of the primarily responsible agency. In the event that such resources are inadequate for the primarily responsible agency to safely control the situation, or there is a need for a specialized team, a request for mutual aid under this agreement will be made by the Chief or designee of the primarily responsible agency directly to any Signatory Agency or designated specialty team leader. Such requests for assistance shall, if possible, specify the number of police officers and types of equipment required, and shall further specify where and to whom such officers are to report and where and to whom the equipment should be delivered.

7. **OPERATIONAL COMMAND.** In the event of mobilization under this agreement, the Primarily Responsible Agency shall take charge of the operation, unless the Primarily Responsible Agency specifically requests that a different law enforcement agency or unit fulfill this responsibility, or unless the scope of the problem is multi-jurisdictional, in which case the provisions of the Statewide Mutual Aid plan become operative. Taking charge of an operation shall include directing the assignment of all personnel and equipment. The assignment of duties to officers of assisting agencies shall be made by the supervising officer of the Primarily Responsible Agency unless that responsibility is delegated to a different law enforcement agency or specialty team leader/commander.

8. **AUTHORIZED STAFF.** The parties to this agreement shall provide the names and phone numbers of staff who have the authority to commit manpower and/or equipment to any Major Law Enforcement Operation.

9. **PRESS RELEASES.** Signatory agencies to this agreement will coordinate any press releases relating to mutual aid activities only through the Primary Responsible Agency in an effort to fully and fairly acknowledge the contributions of participating agencies and with due regard for the integrity of the operations and the safety of officers.

10. **ARREST POLICIES.** Arrest policies will be determined by mutual agreement of the Primarily Responsible Agency and assisting agencies or specialty teams providing Major Law Enforcement Operation Services consistent

with State and Federal Guidelines.

11. **PRISONER TRANSPORTATION.** Transportation of prisoners will be coordinated by the supervising officer in charge of the incident.

12. **SUPPLY REPLACEMENT.** The Primarily Responsible Agency will be responsible for supplying and/or replacing supplies needed and/or used by officers from an Assisting Agency. These supplies shall include food, tear or CS gas, or any other supplies that are reasonably needed to sustain the officers in providing assistance with respect to the Major Law Enforcement Operation. Each agency shall be responsible for any repairs and/or damages done to their own vehicles or equipment as a result of participation in a Major Law Enforcement Operation.

13. **LIABILITY FOR INDEMNIFICATION AND DEFENSE FROM THIRD PARTY CLAIMS – NON-PARTICIPATING CITIES.** The Signatory Agencies that are not a Participating City agree that financial liability for the alleged negligent or tortious actions of any police officer or employee working for or on behalf of any Specialty Team operated under this agreement and for those Participating Cities supplying personnel to those Specialty Teams or responding to a request for Major Law Enforcement Operation Services shall belong to the Signatory Agency (City) whose Police Chief or designee has requested the use and deployment of any Specialty Team to assist his/her agency in a Major Law Enforcement Operation. This general agreement on liability sharing is subject to the following terms and conditions set for the below in Section 13.1.

13.1 **HOLD HARMLESS.** Each Signatory Agency receiving assistance of a specialty team(s) agrees to hold harmless and indemnify and defend the other Participating Cities and their officers, officials, and employees from any loss, claim or liability arising from or out of the negligent or tortious actions or inactions of any Specialty Team members, supervisors, and the municipal corporations that employ them.

14. **LIABILITY FOR SPECIALTY TEAMS – PARTICIPATING CITIES.** Each Participating City shall be responsible for the wrongful or negligent actions of its own employees while assigned to any Specialty Teams as their respective liability shall appear under the laws of the State of Washington and/or Federal Laws. The language under this section is not intended to diminish or expand such liability.

14.1 **HOLD HARMLESS.** Each Participating City promises to hold harmless and release all other Participating Cities from loss, claim, or liability arising from or out of the negligent actions or inactions of its employees, officers, and officials. Such liability shall be apportioned among the parties or other at fault persons or entities in accordance with the laws of the State of Washington.

14.2 Nothing herein shall require or be interpreted to: Waive any defense arising out of RCW Title 51.

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

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

15. **NOTICE OF CLAIMS AND LAWSUITS AND SETTLEMENTS.** In the event that a claim or lawsuit is brought against a Signatory Agency or its employee for actions arising out of their conduct in support of mutual aid or specialty team operations, it shall be the duty of each Signatory Agency to notify the other Signatory Agencies that said claims or lawsuit has been initiated.

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

17. **INSURANCE COVERAGE.** The Signatory Agencies shall, to the best of their ability, coordinate their liability insurance coverage and/or self-insured coverage to the extent possible to fully implement and follow the agreement set forth herein. 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 signing this agreement and the failure of any insurance carrier or self insured 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.

17.1 The parties will endeavor to each maintain in force during the continuation of this agreement, insurance or self-insurance through pooling organizations with minimum liability coverage limits of \$10,000,000 combined single limit. This insurance should provide coverage for police activities and any insurable liability caused thereby.

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

19. **AUTOMATIC COMMISSION.** Full time commissioned officers who are responding to any request for assistance under this agreement shall be automatically commissioned by virtue of this agreement, pursuant to RCW 10.93.070 (1), through the commissioning authority of the Primarily Responsible Agency, and therefore shall be empowered to exercise the same police authority during the entirety of their response to the Major Law Enforcement Operation as though they were full-time commissioned officers of the Primarily Responsible Agency. This provision shall apply whether the request for assistance is based upon a formal request between department heads, a request through commanders or supervisors, or when the officers of one jurisdiction cross jurisdictional boundaries to aid or assist the officers of another Signatory Agency.

20. **RESERVE OFFICER COMMISSION.** Reserve officers or part-time officers, shall be exempt from the automatic commissioning authorized in paragraph 15, unless such reserve officers shall work under the immediate supervision of a full time officer. Reserve or part-time officers may be extended automatic commissioning at the direction of the department head who requests the assistance, PROVIDED HOWEVER that such determination should be worked out in advance among the heads of the Signatory Agencies.

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

22. **CONTRACT ADMINISTRATION.** The parties do not by this agreement intend to create any separate legal or administrative entity. The



Signatory Agencies will cooperatively work together to further the intent and purpose of this agreement. The chiefs of police from the Signatory Agencies shall be responsible for administering the terms of this agreement.

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

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

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

**CITY OF BONNEY LAKE**

By: \_\_\_\_\_  
Mayor date

\_\_\_\_\_  
Administrator date

\_\_\_\_\_  
Chief of Police date

**CITY OF DUPONT**

By: \_\_\_\_\_  
Mayor date

\_\_\_\_\_  
Administrator date

\_\_\_\_\_  
Chief of Police date

**CITY OF BUCKLEY**

By: \_\_\_\_\_  
Mayor date

\_\_\_\_\_  
Administrator date

\_\_\_\_\_  
Chief of Police date

**CITY OF FIFE**

By: \_\_\_\_\_  
Mayor date

\_\_\_\_\_  
City Manager date

\_\_\_\_\_  
Chief of Police date

**CITY OF FIRCREST**

By: \_\_\_\_\_  
Mayor date

\_\_\_\_\_  
Administrator date

\_\_\_\_\_  
Chief of Police date

**CITY OF LAKEWOOD**

By: \_\_\_\_\_  
Mayor date

\_\_\_\_\_  
Administrator date

\_\_\_\_\_  
Chief of Police date

**CITY OF PUYALLUP**

By: \_\_\_\_\_  
Mayor date

\_\_\_\_\_  
City Manager date

\_\_\_\_\_  
Chief of Police date

**TOWN OF STEILACOOM**

By: \_\_\_\_\_  
Mayor date

\_\_\_\_\_  
Administrator date

\_\_\_\_\_  
Chief of Police date

**CITY OF GIG HARBOR**

By: \_\_\_\_\_  
Mayor date

\_\_\_\_\_  
Administrator date

\_\_\_\_\_  
Chief of Police date

**CITY OF ORTING**

By: \_\_\_\_\_  
Mayor date

\_\_\_\_\_  
Administrator date

\_\_\_\_\_  
Chief of Police date

**CITY OF MILTON**

By: \_\_\_\_\_  
Mayor date

\_\_\_\_\_  
City Administrator date

\_\_\_\_\_  
Chief of Police date

**CITY OF SUMNER**

By: \_\_\_\_\_  
Mayor date

\_\_\_\_\_  
Administrator date

\_\_\_\_\_  
Chief of Police date

**TOWN OF WILKESON**

By: \_\_\_\_\_  
Mayor date

\_\_\_\_\_  
Administrator date

\_\_\_\_\_  
Chief of Police date