

RESOLUTION NO. 1851

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIFE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH PIERCE COUNTY FOR SPECIAL WEAPONS AND TACTICS ("SWAT") SERVICES

WHEREAS, The Metro SWAT team will no longer exist effective January 1, 2019; and

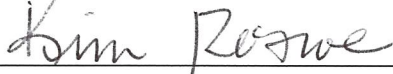
WHEREAS, the City of Fife needs to have the ability to employ a SWAT team for very specific, high-risk events; and

WHEREAS, the Pierce County Sheriff's Office provides contracted SWAT services within Pierce County; and

WHEREAS, this attached agreement provides that the Pierce County Sheriff will provide SWAT services to the City as needed for a reasonable fixed fee; now therefore

BE IT RESOLVED that the Fife City Council hereby authorizes the City Manager to execute an Agreement to Provide Special Services by Pierce County to City of Fife substantially in the form attached hereto as Exhibit A, and negotiate Agreement payment terms.

ADOPTED by the City Council at an open public meeting held on the 27th day of November, 2018.



Kim Roscoe, Mayor

Attest:



Brodie Rota, City Clerk

**EXHIBIT A TO
RESOLUTION NO. 1851**

**AGREEMENT
TO PROVIDE SPECIAL SERVICES
BY PIERCE COUNTY TO
THE CITY OF FIFE**

1. **DATE AND PARTIES:** This agreement is dated this ___ day of December, 2018, and is being entered into between the Pierce County Sheriff's Department, a department of Pierce County and the City of Fife, a municipal corporation organized under the laws of the State of Washington.

2. **PURPOSE OF AGREEMENT:** Both parties to this agreement have responsibility to provide police protection within their respective boundaries. Because the Pierce County Sheriff's Department may not have the available resources or ability to respond to calls within the City, the City is looking to have a greater assurance of a response when they have a need for certain specialized law enforcement services. The Pierce County Sheriff's Department has developed an expertise in certain areas of specialized response. The City recognizes that the expertise of Pierce County, and the Pierce County Sheriff's Department would be of benefit in such matters. In order to allow smaller cities and towns to take advantage of the expertise of Pierce County, the Pierce County Sheriff's Department is willing to provide certain services on a reimbursable basis. This agreement sets forth the respective rights and duties of each of the parties in the provision of these services.

3. **DUTIES/RESPONSIBILITIES OF PIERCE COUNTY SHERIFF:**
 - a. To provide access to the following areas of service as may be required within the City.
 - 1) Special Weapons and Tactics (SWAT)

 - b. To provide a timely response for the service requested.
 - c. To provide all necessary personnel and command.
 - d. To provide all needed and necessary equipment for the response.
 - e. To handle the call to completion, to include all necessary reports testimony or other follow-up.
 - f. To provide a full and complete invoice on all services, personnel and equipment utilized hereunder.

4. **DUTIES/RESPONSIBILITIES OF CITY:**
 - a. To provide a contact person of command level to act as liaison between the two contracting agencies.
 - b. To provide traffic control or other perimeter security as may be required.
 - c. To provide schematics, floor plans or other items of information which may be required as part of a response.

- d. To allow training at sites within the City as may be desired by the County to assure knowledgeable response.
- e. To provide reimbursement hereunder for the services rendered.

5. JOINT RESPONSIBILITIES:

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

6. PAYMENT:

The City shall reimburse the County in any of the following fashions:

- a) Per Capita Payment: The City shall pay a sum, as outlined in Exhibit A, which is attached hereto and made a part hereof, which shall be that cost which is multiplied by the population of the City. This cost shall be the cost irrespective of the number or duration of the calls answered.
- b) Cost Per Response: The City shall pay a sum based upon the hourly rate or incident rate as outlined in Exhibit A, which is attached hereto and made a part hereof, which shall be that cost multiplied by the hours expended. Those items which are indicated as a per incident response will be paid irrespective of the time needed to resolve the matter.

If the matter is being charged on an hourly basis, then the time shall commence on the time such services are requested by the City and shall end at such time as when the scene is secured or the need for services is terminated. The need for services shall include whatever reasonable time is necessary for the completion of paperwork; reports, interviews or other necessary follow up work. All accountings of time by the County shall be in increments of 30 minutes (half-hours).

- c. Mixed Costing:
The City shall have the right to elect to reimburse the County on a per capita cost as to some services and a cost per response as to other services. Such election must be made in advance, in writing, in order to be an effective choice of payment method.
- d. Default Costing: In the event that the City has not selected a payment method for any service provided hereunder and the City shall make a request for service from the County, the City shall reimburse to the County a sum based upon the Cost Per Response basis as set forth above.

Election of Costing: The City has selected the following costing methods for the following services. The costs are set forth in Exhibit A, which is attached hereto and made a part hereof. If a service is not selected, it will not be provided absent a separate request and it will be charged in accordance with the Default Costing paragraph. Rates for the year 2019 are attached in Exhibit A hereto.

- 1) Special Weapons and Tactics (SWAT)-Per capita payment.

7. SERVICE DESCRIPTIONS:

- a. Major Crime Investigation Services: Investigative services are those which consist of general criminal investigation done by Detectives, often in conjunction with Forensic trained individuals. Crimes, which are typically investigated in this manner, are homicides, sexual assaults, fraud, theft, burglary, and narcotics (this list is illustrative only). All of such investigations will be fully supported by crime scene analysis, crime laboratory, polygraph, identifications, evidence control, Automatic Fingerprint Identification System (AFIS) and any other technology then in the possession of the Sheriff.

In those instances where Major Crime investigation is selected to be billed on a per capita basis, the crimes to be investigated will typically be homicides and assaults which involve serious bodily injury or the possibility of death unless otherwise agreed by County.

- b. Canine (K-9) Services:
Canine services shall be the services of a trained canine and handler. The canine response may be for narcotics or general need and should be specified, as it will indicate the deployment needed.
- c. Hazardous Devices (Bomb Squad):
This service will include the Hazardous Device team and will typically be a multi-officer response (for officer safety reasons). The team will have an explosive specialist and shall provide all necessary and required equipment to deal with the threat.
- d. Clandestine Laboratory Team (Meth Lab):
This response will typically include a multi-officer response (for officer safety reasons). The team will do all things necessary to facilitate the safe and timely removal of hazardous materials.
- e. Special Weapons and Tactics (SWAT): This response shall be in the nature of a team response, which may call for a variety of disciplines (negotiators, sharpshooters, snipers, entry, and others). Each SWAT call response is made as a team and each call is staffed as a team. The team, and each member, is responsible to the success of every SWAT mission.
- f. Forensic Investigator: This response shall include a fully trained Forensics Investigator who shall have the ability and training to take photographs, measurements and document other important physical evidence, to obtain and process fingerprints, to utilize all technology available to the Forensics Investigator and to do all other services and procedures to assist in the processing of a crime scene or subject.
- g. Internal Affairs Investigations: This service shall involve a member of the Sheriff's Department of not lower than the rank of Lieutenant who shall perform

any matter involving an “Internal Affairs” complaint or investigation. The investigator will be trained in investigating such matters and will take care of issues such as issuing “Garrity” rights and providing for other issues of due process, etc. which are required for administration to police officers by law, contract, etc. Such services may include the services of a polygrapher if needed.

i. **Marine Services/SCUBA:**

This service shall involve Deputies and other personnel who are trained in areas of marine rescue or SCUBA techniques, including rescue. This response may include a response with vessels or other watercraft and will typically include a response with multiple personnel for issues of safety and response.

8. **INDEMNITY AND HOLD HARMLESS:**

The County shall defend, indemnify and save harmless the CITY, its officers, employees and agents from any and all costs, claims, judgments, or awards of damages, resulting from the acts or omissions of the COUNTY, its officers, employees, or agents associated with this agreement. In executing this agreement, the COUNTY does not assume liability or responsibility for or release the CITY from any liability or responsibility to the extent that such liability or responsibility arises from the existence or effect of CITY ordinances, rules, regulations, resolutions, customs, policies or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such CITY ordinance, rules, regulation, resolution, custom, policy or practice is at issue, the CITY shall defend the same at its sole expense and if judgment is entered or damages awarded against the CITY, the COUNTY, or both, the CITY shall satisfy the same, including all chargeable costs and attorney’s fees.

The CITY shall defend, indemnify and save harmless the COUNTY, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, resulting from the acts or omissions of the CITY, its officers, employees or agents associated with this agreement. In executing this agreement, the CITY does not assume liability or responsibility for or release the COUNTY from any liability or responsibility to the extent that such liability or responsibility arises from the existence or effect of COUNTY ordinances, rules, regulations, resolutions, customs, policies, or practices. If any: cause, claim, suit, action or administrative proceeding is commenced which the enforceability and/or validity of any such COUNTY ordinance, rule, regulation, resolution, custom, policy or practice is at issue, the COUNTY shall defend the same at its sole expense and judgment is entered or damages are awarded against the COUNTY, the CITY, or both, the COUNTY shall satisfy the same, including chargeable costs and attorney’s fees.

9. **MODIFICATION:** The parties may amend, modify, or supplement this agreement only by written agreement executed by the parties hereto.

10. **MERGER:** This agreement merges and supersedes all prior negotiations, representations and/or agreements between the parties relating to the subject matter of this agreement and constitutes the entire contract of the parties.

11. **TERM OF AGREEMENT:** This AGREEMENT SHALL BE IN FORCE FOR ONE (1) YEAR FROM ITS MAKING. It shall be extended automatically for an additional one- (1) year period on the anniversary date unless the parties have provided notice of intent to abandon the agreement. If either of the parties desire to terminate the relationship created by this agreement, then they must provide not less than ninety- (90) days written notice to the other party.
12. **OPERATIONAL ISSUES:** Both parties recognize that any response may have many serious operational matters, which attend each individual call. These issues are separately covered in a separate Memorandum of Understanding which is attached hereto and which involves issues such as; criteria for mobilization of the SWAT Team, authority to determine size of response, handling of media, SWAT command, miscellaneous cost due to damage, cost of meals, etc.
13. **INDEPENDENT CONTRACTOR:** Pierce County, when providing the special services contemplated by the terms of this agreement, is acting as an independent contractor and not as an agent of the City. Pierce County will control the method, means and timing of providing the special services, and All County employees shall remain under the supervisory control of the County, although the City may in a given circumstance exercise direction and control under R.C.W. 10.93.040.

END OF AGREEMENT

Exhibit A
Pierce County Sheriff's Department
2019 Specialized Services Rates

Service	Incident Rate	Per Capita
Canine	No charge	No charge
Hazardous Response Team	No charge	No charge
Hazardous Device	No charge	No charge
Air Ops	No charge	No charge
Detective – Major Crimes/Internal Affairs	\$112 hr. per officer (3 hr. minimum)	\$.99
Forensic	\$109 hr. per officer (3 hr. minimum)	\$.22
Marine	\$112 hr. per officer (3 hr. minimum)	Not Available
SWAT	\$11,537	\$.42

