

# **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 Town of Steilacoom, (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, amended in 2017, 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) **Signatory Agency or Cities**

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

(g) **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.

(h) **Metro Cities Major 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.

(i) **Participating Cities**

A Signatory Agency that has employee(s) assigned to or working on behalf of either the Crime Response Unit, Civil Disturbance Team and or the Major 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 and amended in 2017. 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; Civil Disturbance Team; and Major Collision Response Team. Other multi-jurisdictional teams may be created to meet the future needs of the Signatory Agencies by majority vote of the oversight board.

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 board composed of the police chief, or his/her designee, from each of the participating cities. Each member of the oversight board shall have an equal vote and voice regarding board decisions. All decisions shall be made by majority vote of board members or their designees appearing at the meeting in which the decision is made.

The oversight board 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 board 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. The oversight board may adopt a budget for a specialty team as necessary at the board's discretion. 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 board 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 at direction of the

oversight board. In addition, participating cities or signatory agencies may pursue grants for the procurement of equipment that the oversight board 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 staffing, resources, 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 if requested. 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. **EQUAL SHARING OF LIABILITY.** The Signatory Agency agree that liability for the negligent or tortious actions of the Multi-Jurisdictional Specialty Teams or any police officer or employee working for or on behalf of the Multi-Jurisdictional Specialty Teams be on an equal share basis between the Signatory Agency. This general agreement on liability sharing is subject to the following terms and conditions set for the below.

14. **HOLD HARMLESS.** Each Signatory Agency agrees to hold harmless and indemnify the other participating Cities from any loss, claim or liability arising from or out of the negligent or tortious actions or inactions of its employees or each other as related to any Signatory Agency activity. Such liability shall be apportioned among the cities equally on an equal shares basis subject to any limitation set forth below.

15. **DEFENSE OF LAWSUITS.** Each Signatory Agency shall be responsible for selecting and retaining legal counsel for itself and for any employee of said city who is named in a lawsuit alleging liability arising out of Multi-Jurisdictional Specialty Teams operations. Each city who retains counsel for itself and/or its employees shall be responsible for paying the attorney's fees incurred by that counsel. The cities shall not share costs of defense among each other unless they specifically agree to have one attorney representing all of them in any particular legal action.

16. **NOTICE OF CLAIMS AND LAWSUITS AND SETTLEMENTS.** In the event that a lawsuit is brought against a Signatory Agency city or employee for actions arising out of their conduct in support of the Multi-Jurisdictional Specialty Teams operations, it shall be the duty of each said city to notify the other cities that said claims or lawsuit has been initiated. No settlement of any such claim or lawsuit by any single city shall be require equal shares contribution by any city unless it was done with the knowledge and specific consent of the other participating cities. Any settlement made by any individual city or member which does not have the consent of the other participating cities to this agreement will not require any sharing of payment of said settlement on behalf of the non-consenting cities.

17. **SETTLEMENT PROCEDURE.** Any city or Signatory Agency member who believes that it would be liable for a settlement or judgment which should be equally shared by the other participating cities to this agreement shall have the burden of notifying each other participating city of all settlement demands made to that city and any claims and/or lawsuits naming that city and/or its employees for what may be a joint liability. Furthermore, if the other Signatory Agency city is not named as a party to the actions, it shall be the burden of the city named in the lawsuit to keep the other participating cities fully apprised of all developments in the case and all settlements demands, mediations or any other efforts made towards settlement. Settlements require the specific consent of all Cities to this agreement before any equal share obligations for payment by all participating members becomes effective.

No city shall enter into a settlement with a claimant or plaintiff unless said settlement ends the liability of all participants to this agreement and on behalf of their respective employees and officers. It is the intent of this agreement that the cities act in good faith on behalf of each other in conducting settlement negotiations on liability claims or lawsuits so that, whenever possible, all parties to this agreement agree with the settlement costs or, in the alternative, that all parties to this agreement reject settlement demands and agree to go to trial and share equally in any judgment incurred as a result of the decision to go to trial. However, in the event that a settlement demand is presented to all the participating members to this agreement and there is not unanimous consent to pay the settlement, then and only then the following results shall occur:

The cities shall be free to seek a separate settlement with the claimant and/or plaintiff which would eliminate the liability of that city and/or its employees and, if such separate settlement is reached, that city would have no responsibility to pay any proportionate amount of any judgment rendered against the cities and/or their employees that did not settle. A city making a separate settlement would not have to pay any proportion amount of any subsequent settlement that others might reach. Any city making a separate settlement would have no right to seek any reimbursement or contribution for any portion of a settlement which said city had reached separately with the claimant and/or plaintiff.

18. **COOPERATION IN DEFENSE OF LAWSUITS.** The Signatory Agency city's 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 the operations of the Multi-Jurisdictional Specialty Teams 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.

19. **PAYMENT OF JUDGMENTS.** Unless there is an exception as provided in paragraph 13, it is the intention of the Signatory Agencies to jointly pay any judgment on a pro-rata equal basis for any judgment against any employee or city for negligence or tortious action arising out of their conduct in the course of their employment or duties as Multi-Jurisdictional Specialty Teams members or in support of such Multi-Jurisdictional Specialty Teams operations; regardless of what percentage of liability may be attributed to that member city or its employees by way of verdict or judgment, including the costs of any awarded plaintiff's attorney's fees and costs. It is the intent of the parties to add up the total combined judgment against any Signatory Agency or officer for compensatory damages and/or plaintiff's attorney's fees and costs and to divide said total combined judgment into 12 shares and each city would then pay 1/12 of the total combined judgment to satisfy the judgment. Any city which refused to pay its proportionate 1/12 share would then be liable to the cities who paid that member's share in order to satisfy a judgment plus any attorney's fees incurred in the collection of said monies from the non-paying member.

**NOTHING HEREIN SHALL REQUIRE, OR BE INTERPRETED TO:**

Waive any defense arising out of RCW Title 51.

Limit or restrict the ability of any City 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.

Cover or apportion or require proportionate payment of any judgment against any individual or city 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 city 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.

20. **PRE-EXISTING CLAIMS OR LAWSUITS.** For purposes of claims or lawsuits which predate this agreement or the occurrence which gave rise to said claim or lawsuit predates this agreement, it is the intention of the parties that those claims, and lawsuits be handled, processed and paid as though the terms of this agreement were in full force and effect at the time of the occurrence which gave rise to the claim or lawsuit.

21. **INSURANCE COVERAGE.** Each party shall, to the best of their ability, coordinate their liability insurance coverages and/or self-insured coverages to the extent possible to fully implement and follow the agreement set forth herein. To that purpose, for the duration of this agreement each party shall maintain occurrence based general and police professional liability insurance or self-insurance coverage with a limit of not less than ten million dollars (\$10,000,000.) per occurrence, 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 member cities signing this agreement and the failure of any insurance carrier or self-insured pool or organization to agree or follow the terms of this provision on liability shall not relieve any individual city from its obligations under this agreement.

22. **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.

23. **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.

24. **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. The oversight board can at their discretion by majority vote accept further participants to this agreement after the execution of this agreement.

25. **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.

26. **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.

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

28. **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 FIRCREST**

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

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

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

**CITY OF LAKEWOOD**

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 GIG HARBOR**

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

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

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

**CITY OF ORTING**

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

 \_\_\_\_\_  
Administrator 5/27/24 date

 \_\_\_\_\_  
Chief of Police 5/29/24 date

**CITY OF PUYALLUP**

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

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

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

**CITY OF MILTON**

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

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

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

**TOWN OF STEILACOOM**

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

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

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

**CITY OF SUMNER**

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

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

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