

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

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

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 will 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 forth 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 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

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.

CITY OF BONNEY LAKE

Signed by: Terry Carter 9/24/2024
By: 339A07C19E9E492... date
Mayor - Terry Carter

Signed by: John Vodopich 9/24/2024
By: BC1D66B849C4C40C... date
Administrator - John Vodopich

Signed by: Mark Berry 9/24/2024
By: 78D9F300434B4C9... date
Chief of Police - Mark Berry

CITY OF DUPONT

By: _____
Mayor date

Administrator date

Chief of Police date

CITY OF FIRCREST

By: _____

City Manager date

Chief of Police date

CITY OF BUCKLEY

By: _____

City 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 BONNEY LAKE

By: _____
Mayor date

Administrator date

Chief of Police date

CITY OF DUPONT

By: *[Signature]* 9/10/2024
Mayor date

[Signature] 9/10/2024
Administrator date

[Signature] 9/10/2024
Chief of Police date

CITY OF FIRCREST

By: _____

City Manager date

Chief of Police date

CITY OF BUCKLEY

By: _____

City Administrator date

Chief of Police date

CITY OF FIFE

By: _____
Mayor date

City Manager date

Chief of Police date

CITY OF GIG HARBOR

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Mayor date

Administrator date

Chief of Police 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

DocuSigned by:
By: Kathy Hayden 7/8/2024 | 2:06 PM PDT
Mayor date

DocuSigned by:
Jason Wilson 7/8/2024 | 12:25 PM PDT
Administrator date

DocuSigned by:
Brad Marvick 7/8/2024 | 10:44 AM PDT
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 SUMNER

By: _____
Mayor date

Administrator date

Chief of Police date

CITY OF MILTON

By: W. S. Hennell 10-3-24
Mayor date

W. S. Hennell 10-3-24
City Administrator date

J. H. [Signature] 10/3/24
Chief of Police date

CITY OF LAKEWOOD

By: _____
Mayor date

Administrator date

Chief of Police date

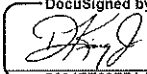
CITY OF ORTING

By: _____
Mayor date

Administrator date

Chief of Police date

CITY OF PUYALLUP

DocuSigned by:
By:  7/17/2024
Mayor 3884FE69FFA4424... date

DocuSigned by:
Steve Kirkelie 7/2/2024
City Manager 3E28419FE1D84A5... date

DocuSigned by:
Scott Engle 7/2/2024
Chief of Police p298B10883D0480... 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

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Mayor date

Administrator date

Chief of Police date

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: B. Schumacher 7/19/2024

City Clerk date

John P. Campbell 7/16/2024

City Manager date

Patrick Smith 07/15/2024

Chief of Police date

Heidi Ann Wachter
City Attorney

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

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Mayor date

Administrator date

Chief of Police date

CITY OF BONNEY LAKE

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Administrator date

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CITY OF FIRCREST

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Mayor date

Administrator date

Chief of Police date

CITY OF LAKEWOOD

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Mayor date

Administrator date

Chief of Police date

CITY OF BUCKLEY

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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 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:

City Manager date

Chief of Police date

CITY OF BUCKLEY

By:

City Administrator date

Chief of Police date

CITY OF FIFE

By: _____
Mayor date

City Manager date

Chief of Police date

CITY OF GIG HARBOR

By: Brenda Lynn 6/20/24
Mayor *pro tem* date

[Signature] 7/1/24
Administrator date

[Signature] 7/1/24
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

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

TOWN OF STEILACOOM

By: [Signature] 8/6/2024
Mayor date

[Signature] 7/22/2024
Administrator date

[Signature] 7/22/24
Chief of Police date

CITY OF SUMNER

By: _____
Mayor date

Administrator date

Chief of Police date

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:

City Manager date

Chief of Police date

CITY OF BUCKLEY

By:

City Administrator date

Chief of Police date

CITY OF FIFE

By: Kim Roscoe 08/09/24
Mayor date

Debra Mathen 08/09/24
City Manager date

RLK 7/30/24
Chief of Police date

CITY OF GIG HARBOR

By:

Mayor date

Administrator date

Chief of Police date