

**INTERLOCAL COOPERATIVE AGREEMENT
TO PROVIDE LAW ENFORCEMENT MUTUAL AID AND MOBILIZATION
BETWEEN THE CITIES OF PIERCE COUNTY
AND PIERCE COUNTY**

1. **DATE AND PARTIES.** This Agreement is dated, for reference purposes only, the ^{12th} day of ~~Nov~~, 2002, and is entered into by and municipal corporations or towns organized or created under the laws of the State of Washington and the Sheriff's Office of Pierce County.
2. **AUTHORITY FOR AGREEMENT.** This Agreement is entered into as an interlocal agreement pursuant to the Interlocal Cooperation Act as codified in Chapter 39.34 of the Revised Code of Washington, specifically RCW 39.34.080.
3. **PURPOSE OF THE AGREEMENT.** Each party has the power, authority and responsibility to provide police protection for its citizens within its boundaries. On occasion, the demand for law enforcement services within a city or the county may exceed that department's ability to respond in a timely manner. When that occurs, the police department or departments of other cities or the county may be capable of providing backup law enforcement services. In order to fulfill their respective obligations to their citizens, the parties are desirous of providing backup law enforcement services to each other under the terms and conditions set forth below.
4. **MUTUAL AID LAW ENFORCEMENT SERVICES.** Each party will, to the best of its ability, furnish mutual aid law enforcement services to, and at the request of, any other party whose police department is taxed beyond its ability to respond and render law enforcement services in a timely manner. Each city and the county shall confer police authority on those police officers from other jurisdictions providing mutual aid law enforcement services and enforcing the requesting department's ordinances. The mutual aid officers shall proceed at the direction of the requesting department's police chief or sheriff or their designee. If, in the exercise of its discretion, the responding department determines that its own police department does not provide the requested mutual aid services, then such department shall immediately notify the requesting department of the former's inability to respond. The responding department shall be the sole judge of its police department's ability to respond and assumes no liability for declining to respond.
5. **SERVICES INCLUDED.** For purposes of this Agreement, mutual aid law enforcement services shall mean supplemental response to assist at least one officer from the primary agency. Such services will typically be of a first responder type of service such as patrol response. Response protocols for this Agreement are outlined in "Addendum A".

6. **TERM.** This Agreement shall be effective on 11/12/02 for one (1) year (s), regardless of the date of execution and shall be automatically renewed on Nov 12th of each successive year. Any party may terminate its participation in this Agreement by giving 60 days notice of termination to the other parties hereto.
7. **INDEPENDENT CONTRACTOR.** The parties acknowledge and agree that in the performance of this Agreement, they are acting as independent contractors and not as agents of each other.
8. **INDEMNITY AND HOLD HARMLESS.** Each city and county which is a party to this Agreement hereby agrees to accept liability for any act, error or omission of its own employees of whatever kind and nature and from whatever cause arising out of or connected with the performance of this Agreement, and to indemnify and hold the other cities and the county and their employees harmless from any such liability, claim, or cause of action, including amounts arising out of the performance, by that city's and the county's employees, of this Agreement. All liability for salaries, wages and other compensation of law enforcement officers shall be that of their respective employers.
9. **GOVERNING BODY.** This Agreement shall be administered by a joint board consisting of the police chief of each named municipality and the Pierce County Sheriff. Meetings may be called upon the request of any 3 board members with 7 days minimum notice.
10. **COUNTERPARTS.** This Agreement shall be signed in counterparts and, if so signed, shall be deemed one integrated agreement.
11. **MODIFICATION.** The parties may amend, modify, or supplement this Agreement only by written agreement executed by the parties hereto.
12. **MERGER AND ENTIRE AGREEMENT.** 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 an entire contract between the parties.

Approved as to form:
City of Fircrest

By: Michael B. Smith
 City Attorney

County of Pierce
 By: Paula A. Pasby
 Pierce County Sheriff
 CA

City of Fircrest
 By: Susan Clough
 City Manager

ADDENDUM "A"
PIERCE COUNTY MUTUAL AID
RESPONSE PROTOCOLS
FOR LAW ENFORCEMENT

I. Authority

All parties to the Pierce County Mutual Aid Agreement will ensure a process is established to commit manpower and resources.

II. Request For Mutual Aid

1. In the event of major disorder or other law enforcement operation the first law enforcement resources to be used shall be those of the primary responsible agency. In the event that such resources are inadequate to control the situation by the primarily responsible agency, or there is a need for a specialized unit, a request for mutual aid under this plan will be made directly to an assisting agency. 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.
2. Rendering assistance under the terms of this agreement shall not be mandatory, except that the requestee should immediately inform the requestor if, for any reason, assistance cannot be rendered, it being understood that consideration which might preclude the dispatch of assistance must be determined by the requestee.
3. In the event of mobilization under this agreement, the primary responsible agency shall assume incident command, unless the primarily responsible agency specifically requests that a different law enforcement agency fulfill this responsibility, or unless the scope of the problem is multi-jurisdictional, in which case a unified command shall be established. This shall include directing the assignment of all personnel and equipment. The assignment of duties to officers of assisting agencies shall be made by the incident commander of the primary responsible agency unless that responsibility is delegated to a different law enforcement agency as indicated above.
4. The primary responsible agency shall have the responsibility of establishing a command post and notifying all assisting agencies at the earliest possible time of its location. The Incident Commander shall establish a command post in such a manner as to provide an area suitable for the staging and directing of all resources.

III. Arrests

Arrest policies will be determined by the Incident Commander in charge of the event. Transportation of prisoners to a designated jail will be coordinated by the Incident Commander.

The primary responsible agency will be responsible for providing supplies that are reasonably needed to sustain the responding officers in enforcing the law and maintaining order. Each agency will be responsible for any repairs and /or damages done to their own vehicles as a result of participation in mutual aid.

IV. Insurance

No signatory shall be held liable to another signatory for damages, loss of equipment, injury to personnel, or payment of compensation arising as a result of assistance rendered under the terms of this agreement.

V. Commissions & Authority

Full-time, paid, commissioned officers who are responding to any call for mutual aid shall be automatically commissioned by virtue of the mutual aid agreement, through the commissioning authority of the primary responsible agency and, therefore, shall be empowered to exercise the same police authority during the time of the mutual aid as though they were full-time commissioned officers of the primary responsible agency. This provision shall apply whether the mutual aid request is of:

- (a) A formal nature between department heads;
- (b) A less formal nature through agreement of watch commanders or shift supervisors; or,
- (c) When the officers of one jurisdiction cross jurisdiction boundaries to aid or assist the officers of another jurisdiction signatory to this agreement.

If signatory agencies have reserve officers or part-time officers, in addition to full-time paid, commissioned officers, they shall normally be exempt from the automatic commissioning, except those reserve officers working 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 mutual aid, PROVIDED HOWEVER, that such determination should be worked out in advance among the heads of the signatory agencies.

VI. Command

The underlying principle of mutual aid is that other agencies are serving as a resource to another agency's request. Therefore, the Chief of Police or his designee; Sergeant, Lieutenant, Captain, etc., of the requesting agency maintains incident command and be aided by those resources sent in response to this request for aid. In the event that the emergency is of such a nature that it exceeds the individual jurisdictional boundaries, a unified command shall be established until the mutual aid situation ceases to exist and operations return to normal boundaries

Whenever significant resources from other agencies must be mobilized and brought into a jurisdiction in order to resolve a given problem, even when the scope of the problem is such that it is physically contained within the boundaries of the specific single jurisdiction requesting mutual aid, it is expected that an appropriate incident command staff be developed and that the senior staff officers responsible for the

mutual aid assets will fill roles within the incident command structure. Successful mutual aid operations must be based upon professional respect and also upon acknowledgement of the fact that the Incident Commander in charge also is responsible and legally liable for his decisions and actions. It must also be borne in mind that those in charge of mutual aid assets are still free to accept or refuse to carry out requests requiring specific missions which would utilize and exhaust the assets for which they are responsible.

VII. Control

While the question of technical command and responsibility is one which requires specific designation of an Incident Commander, the exercise of control over responding mutual aid units and combinations of units brings up an entirely different set of concerns. Wherever possible, the supervisor or staff officer in charge of a group of responding units from an assisting agency would report to the Incident Commander as liaison and be assigned to specific tasks or missions, for which he would use his own departmental personnel. NOTE: Because of the possibility that reserve officers will be used in many responses to requests for mutual aid, it is important to establish and record their presence and to verify the fact that they are certified reserves within the scope of the definition of the "Peace Officer Powers Act," and have met the requirements established by the Washington Criminal Justice Training Commission. Reserve officers should generally work under supervisors or regular officers from their own agencies, but under some circumstances (depending on the scope of the operation), might be configured into a special reserve contingent for handling special assignments such as road block, evacuation, fixed-point traffic control, etc.

VIII. Press Relations

It shall be the responsibility of the requesting agency in conjunction with the Incident Commander to establish a press area and to assign a public information officer to handle immediate inquiries during any given incident. All releases of information through this source should be approved by the Incident Commander.

IX. Record Keeping

It shall be the responsibility of the Incident Commander to establish a Planning and intelligence Section. The Planning and intelligence section will keep an accurate log of what mutual aid agencies, personnel and vehicles are involved in the emergency, and during what periods, along with the assignments which they were given and any actions which they took. A formal written Incident Action Plan and After Action Report will be completed by the planning intelligence section and the requesting agency.

The Pierce County Chiefs Association through the Regional Operations Committee shall annually update and review plans and policies, and make recommendations for change.