

**INTERLOCAL COOPERATION AGREEMENT  
FOR MUTUAL LAW ENFORCEMENT AID  
BETWEEN  
VARIOUS LAW ENFORCEMENT AGENCIES  
OF 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 10.92 RCW) between the Law Enforcement Agencies of the Cities of Bonney Lake, Buckley, Dupont, Fife, Fircrest, Gig Harbor, Lakewood, Orting, Puyallup, Roy, Ruston, Sumner, Wilkeson, and the Towns of Eatonville and Steilacoom by which said jurisdictions agree to provide mutual aid 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 are also parties to a previously executed Interlocal Cooperation Agreement which is still in effect; and

WHEREAS, it is necessary and desirable that a cooperative agreement be executed for the purposes of effectuating mutual aid on the largest geographical basis as possible;

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**

Organization comprised of individual officers of the Signatory Agencies organized to provide quality investigative assistance for major incidents.

(c) **Major Law Enforcement Operation**

Existence of an actual or suspected Clandestine Laboratory, an emergent emergency situation which requires extraordinary and additional expertise and/or a major crime incident which demands extraordinary expertise for effective investigation.

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

Services provided by a Signatory Agency 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) **Regional Emergency Response Team**

Organization comprised of individual officers of the Signatory Agencies organized to respond to emergent emergency situations which require additional and extraordinary expertise.

(g) **Signatory Agency**

Agencies to this Interlocal Agreement for Mutual Law Enforcement Aid.

(h) **Small Agency Lab Team**

Organization comprised of individual officers of the Signatory Agencies organized to respond to, process and obtain evidence for all actual and suspected Clandestine Laboratories within the Participating jurisdictions.

2. **PRIOR AGREEMENT.** This Agreement is not intended to replace, but rather to enhance that Interlocal Agreement previously executed by the Cities of Pierce County and Pierce County to provide backup law enforcement services. It is intended that the Pierce County Interlocal Mutual Aid Protocol approved in conjunction with the aforementioned agreement shall also be applicable to this present agreement and is hereby adopted in its entirety.

3. **SMALL AGENCY LAB TEAM.** A Small Agency Lab Team shall be

created in accordance with the Specialized Response Team Proposal adopted by the Signatory Agencies.

4. **REGIONAL EMERGENCY RESPONSE TEAM.** A Regional Emergency Response Team shall be created in accordance with the Regional Emergency Response Team proposal adopted by the Signatory Agencies.

5. **CRIME RESPONSE UNIT.** A Crime Response Unit shall be created in accordance with the Crime Response Unit proposal adopted by the Signatory Agencies.

6. **REQUEST 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 unit, a request for mutual aid under this plan will be made directly to a Signatory 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.

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.

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

9. **PRESS RELEASES.** All agencies participating in this mutual aid agreement will make press releases only through the Primarily Responsible Agency, or jointly, if agencies have concurrent jurisdiction.

10. **ARREST POLICIES.** Arrest policies will be determined by mutual agreement of the agencies.

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, gas for police vehicles, 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 as a result of participation in a Major Law Enforcement Operation.

13. **EMPLOYEE INSURANCE.** Each agency shall only be responsible for the actions of its own employees and shall insure its own employees for false arrest, assault and battery, false imprisonment or detention, malicious prosecution, libel or slander, wrongful entry or eviction or other invasion of rights of private occupancy and/or wrongful death, bodily injury, property damage and comprehensive liability.

14. **INDEMNITY AND HOLD HARMLESS.** Each Signatory Agency 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 Signatory Agencies hereto and their employees harmless from any such liability, claim, or cause of action, including amounts arising out of the performance, by that Signatory Agency's employees, of this Agreement. All liability for salaries, wages, and other compensation of any Signatory Agency's employees shall be that of the respective employer.

15. **INJURY BENEFITS.** Whenever any commissioned officer of a Signatory Agency is injured while acting pursuant to this agreement and is thus rendered incapable of performing his/her regular duties, 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 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.

16. **AUTOMATIC COMMISSION.** Full time, paid commissioned officers who are responding to any request for assistance under this agreement shall be automatically commissioned by virtue of this agreement, 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 Watch Commanders or Shift Supervisors, or when the officers of one jurisdiction cross jurisdictional boundaries to aid or assist

the officers of another Signatory Agency.

17. **RESERVE OFFICER COMMISSION.** Reserve officers or part-time officers, shall be exempt from the automatic commissioning authorized in paragraph 16, 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.

18. **PLANS FOR MOBILIZATION.** Each Signatory Agency should develop and maintain a current plan for mobilization of its manpower and other resources in order to effectively provide mutual aid to the other signatory agencies.

19. **WITHDRAWAL FROM AGREEMENT.** Any Signatory Agency may withdraw from this agreement when a period of twenty (20) days has elapsed after notification is made by registered 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.

20. **MODIFICATION.** The parties may amend, modify, or supplement this Agreement only by written agreement of the parties.

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

CITY OF BONNEY LAKE

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

\_\_\_\_\_  
Administrator

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

CITY OF DUPONT

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

\_\_\_\_\_  
Administrator

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

CITY OF FIRCREST

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

\_\_\_\_\_  
Administrator

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

CITY OF BUCKLEY

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

\_\_\_\_\_  
Administrator

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

CITY OF FIFE

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

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

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

CITY OF GIG HARBOR

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

\_\_\_\_\_  
Administrator

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

CITY OF LAKEWOOD

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

\_\_\_\_\_  
Administrator

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

CITY OF PUYALLUP

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

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

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

CITY OF RUSTON

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

\_\_\_\_\_  
Administrator

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

CITY OF ORTING

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

\_\_\_\_\_  
Administrator

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

CITY OF ROY

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

\_\_\_\_\_  
Administrator

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

TOWN OF STEILACOOM

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

\_\_\_\_\_  
Administrator

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

CITY OF SUMNER

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

\_\_\_\_\_  
Administrator

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

CITY OF WILKESON

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

\_\_\_\_\_  
Administrator

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

TOWN OF EATONVILLE

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

\_\_\_\_\_  
Administrator

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