



CITY OF PUYALLUP
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CITY CLERK

The Metro K9 was formed out of a recognized need to better serve local law enforcement agencies within the Pierce County area through a cooperative, collaborative effort to canine response and service. Metro K9 is currently made up of representatives from the Tacoma Police Department, Pierce County Sheriff's Department, Puyallup Police Department, Lakewood Police Department, and Fife Police Department. Any agency in Pierce County wishing to add a canine team may do so at any time by signing on to this agreement.

Metro K9 Mission:

The mission of Metro K9 is to provide field officers with the assistance of a trained K9 team as rapidly as possible. The field officer must be able to rely on obtaining a canine team of like quality at any given time, from any responding Metro Team. Therefore, canine teams involved in the Metro K9 Agreement will receive analogous training under the guidance of the Metro Trainers.

Metro K9 Oversight Committee:

The Metro K9 Oversight Committee shall consist of command level representatives from participating agencies who provide a recognized canine team. The Metro K9 Oversight Committee will provide inter-agency contact at the command level and address administrative and policy issues beyond the scope of the Management Committee. It is anticipated that this committee will address overall policy issues affecting participating members and not necessarily involve itself with everyday operational matters.

The Metro K9 Oversight Committee will meet at least quarterly to discuss issues related to the Metro K9 Agreement and to discuss other administrative and operational matters as necessary.

The Oversight Committee will elect a chairperson to serve a term of one year beginning January 1st of each year.

Metro K9 Management Committee:

The Metro K9 Management Committee shall be made up of the participating K9 teams' immediate supervisors and the Metro Trainers.

The Metro K9 Management Committee's duties are to act as a guide for the Metro K9 Trainers, ensure that each team complies with this agreement, and oversee the daily activities and coordination between the participating metro agencies. The Metro K9 Management Committee shall also review for acceptance each participating agency's written K9 policy and operating procedures to insure that they comply with the current police K9 application standards.

The Metro K9 Management Committee shall meet at least quarterly. This meeting may be in conjunction with the Metro K9 meeting.

Metro Trainers:

Metro Trainers shall be recognized Master Trainers with the Washington State Police Canine Association (WSPCA). Any participating agency that provides a K9 team to Pierce County Metro K9 Unit may also provide a Master Trainer to support the unit.

The Oversight Committee has the final say in determining who will serve as a Master Trainer for Metro K9.

Metro Trainers' Duties and Responsibilities:

Metro Trainers will equally share and be responsible for the Patrol Dog Generalist and Narcotic Detection Dog training. The duties and responsibilities of Metro Trainers are as follows:

- Maintain a strong understanding of current case law and best practices related to the use of police K9s.
- Provide continuing training to Metro K9 teams in areas of case law and civil liability related to the use of police K9s.
- Provide scenario-based training to Metro K9 teams.
- Organize Metro Training meetings and identify the appropriate training topics for the meeting.
- Select training sites that maximize the performance levels of the teams while ensuring that the sites are rotated amongst the participating agencies.
- Provide the yearly training schedule to the Oversight and Management Committees in January of each year.

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- Document the training that each team receives in the manner as prescribed by the Oversight Committee.
- Review Metro K9 teams' logs on a routine basis.
- Provide a current list of all Metro K9 teams to the Oversight and Management Committees as well as a callout list to South Sound 911.
- A Metro trainer shall be notified of any inappropriate incident (i.e. failure to release/recall, re-bite, or inappropriate contact) concerning a Metro K9 team application. The Metro trainer who has been notified shall ensure that other designated Metro trainers have been notified of the inappropriate incident.
- The Metro trainers shall review and make recommendations to the team's supervisor.

Metro K9 Team:

All Metro K9 teams must meet the requirements as established in the Washington State Administrative Code (WAC) 139-05-915.

Metro K9 Team Duties and Responsibilities:

The duties of each Metro K9 team include, but are not limited to, the following:

- Attend the Metro K9 Meeting, and if unable to attend, notify the trainer and/or the Metro Team's immediate supervisor regarding the absence. An attendance roster will be kept and will be retained by the Master Trainer.
- Attend at least one of the training seminars offered yearly by the WSPCA, unless excused by their supervisor.
- Sign in and out of service with dispatch.
- Contact the Metro trainers at least once a week for Generalist or Detection training, and at least once a month be observed by both trainers.
- Immediately inform the K9 Management Team Member of his/her department and Metro Trainer of any inappropriate contact or unusual circumstances involving the behavior of the K9.
- Demonstrate that their team can meet the performance standards set forth by the WAC 139-05-915 for their specific discipline when requested to do so by a Metro Trainer.

Metro K9 Team Assessment and WAC Certification:

All Metro K9 teams shall be assessed on an ongoing basis. The assessments shall be conducted by the Metro K9 Master Trainers or if required by the standard an independent evaluator. Records related to Metro K9 assessments and WAC certifications shall be retained by the respective K9 teams' agency and kept in accordance with WAC 139.05.915.7. The minimum standard for evaluations shall be:

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- Semi-annual assessments as spelled out by the Oversight Committee and Master Trainers.
- Annually complete a full WAC 139-05-915.6 Canine Performance Standards for their respective discipline, except for agencies who by policy allow the use of a remote electronic training collar (commonly referred to as an e-collar).
- At least two Metro K9 Master Trainers need to be present to conduct the assessments and/or certifications.
- Should any team (handler or K9) be unable to pass an assessment or WAC certification, two Master Trainers have the authority to suspend that team from this Metro agreement. Both trainers must agree on the suspension. If an agreement cannot be reached, the Metro K9 Management Committee will make the decision.
- While a Metro K9 team may pass the assessments and WAC certification, the Master trainers still have the authority to suspend a team from this Metro Agreement for performance issues that, in their expert opinion, create a liability in deployment of that team. Particular attention will be paid to incidents involving failure to release/recall, re-bite, or inappropriate contact.
- Metro K9 Master Trainers must be in agreement to re-instate a suspended team (the team must clearly meet the standards).
- Metro K9 Master Trainers must agree in the permanent de-certification of a K9 team (involuntary status).

Metro K9 Deployment Criteria:

- At a minimum, prior to the application of a police canine, all Metro handlers shall ensure that an arrestable offense has been committed. Some exceptions may apply, and in those special circumstances, it is the duty of the handler to consult with a supervisor.
- The handler's determination to deploy the K9 shall be based on the standard of reasonableness, weighing the safety of the public against the immediate need to apprehend. Handlers may initiate deployment when, in the handler's reasonable judgment, an offender presents an imminent threat to the community or police officers, and the crime or circumstances necessitate immediate apprehension.
- A K9 shall not be applied against the direction of requesting agency's Incident Commander. The handler may refuse to apply their K9 at any time.
- The Incident Commander and/or handler shall have the right and duty to cease a K9 deployment based on any facts obtained after the deployment has been initiated, which would alter the original reason for the deployment.
- The final decision to apply a police K9 to a specific operation shall remain with the handler, provided that the handler must keep in mind the K9 capabilities and the reasonable and probable results of such use. Should a K9 be applied against the direction of the Incident Commander, the agency for whom the handler is employed assumes all liability that occurs as a result of the deployment.

Metro K9 Call:

- A metro K9 call is defined as a request for the assistance of a metro K9 team by a police agency within Pierce County that may or may not have its own K9 team.
- The police agency requesting assistance shall use its own on-duty team first, prior to requesting Metro assistance, unless circumstances such as distance from call dictate otherwise.
- Metro calls for agencies that either do not have a K9 team or do not have a K9 team on duty shall be offered to the closest available on-duty team.

Metro K9 Call-Out:

- A Metro K9 Call-Out shall be defined as a request for a K9 response when no Metro K9 Team is on duty and the response necessitates that a K9 team be “called out” beyond their regular duty hours.
- A Call-Out request shall be initiated through South Sound 911 Communications. South Sound 911 Communications shall maintain a current Metro K9 roster and map of available K9 teams’ residences and will contact the closest Metro K9 Team for a response.
- Each metro team’s department shall bear fiscal responsibility for all costs incurred in maintaining their team(s), and for all costs associated with call-outs to participating members with active K9 teams.

Incidental Contact:

In the event a K9 makes an incidental contact, the handler involved will notify the on scene supervisor, their unit supervisor, and a Metro Master Trainer. All Metro Master Trainers will review the incident as soon as possible, collaborate, and make any recommendations. If the incident involved a non-Metro agency, the unit supervisor will notify the Chair of the Metro Oversight Committee.

Liability and Indemnification:

When any Metro K9 team responds to a call for K9 service for any agency, the requesting agency agrees by its request that the team will be acting under the direction and control of the requesting agency from the time of the request and agrees to assume liability under RCW 10.93.040 Liability for Exercise of Authority. This assumption of liability commences at the time the K9 is deployed within the scope of this agreement. In signing this agreement, the requesting agency agrees hereby to defend, indemnify, and hold harmless the responding Metro K9 team, any and all individual officer(s) involved in the response in both their official

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and individual capacities, the municipality of the responding Metro K9 team, as well as any participating municipality and or its current and former officials, officers, agents, assigns, including but not limited to past or current Metro K9 Trainers, Metro K9 Management Committee members, and or Metro K9 Oversight Committee members, from any and all claims whatsoever of and from all claims, demands, damages, actions, or causes of action, including appeals, whether on account of damage to property; bodily injuries; civil liberties deprivation; tort; death; local, state, or federal law; or any other theory of law, including, but not limited to; attorney's fees and costs, arising in whole or in part out of the Metro K9 response.

The responding Metro K9 team will act in accordance with the written policies, procedures, and guidelines set forth within the Metro K9 Agreement.

The following municipalities (cities, towns, or states) and their designated law enforcement agencies agree to abide by the Metro K9 Agreement when requesting assistance from a Metro K9 team. Use of a Metro K9 team does not void any other contract or provision requiring payment for certain police services.

Length of Agreement: This agreement shall be reviewed and updated every four years by the Oversight Committee and submitted for review and signatory approval by the respective agencies participating with K9 teams. Every two years, the Oversight Committee will conduct a review of the agreement, and that review will be forwarded to the respective agencies participating with K9 teams. If that review demonstrates the need to make significant changes, the agreement will be updated.

This agreement shall supersede all prior Metro K9 Agreements on the date that the agreement is filed with the Puyallup City Clerk.

Withdrawal from Agreement: Any signatory municipality may withdraw as a participating party to this agreement upon seven days advanced written notice. Written notice of withdrawal must be delivered to the elected or administrative head of every other participating municipal agency.

Public Records: This is an interlocal agreement between separate municipalities. It is not intended to create a separate legal entity. The parties to this agreement do not consider either the Metro K9 Management Committee or the Metro K9 Oversight Committee to constitute an "agency" for purposes of RCW 42.56.010, nor entities that can be separately or collectively subject to suit. Municipalities who participate as signatories to this agreement understand that records prepared, owned, used, or retained by their employees or officials concerning the implementation of this agreement may be subject to disclosure under the Public Records Act (PRA), RCW 42.56 et. seq. Persons seeking to inspect or copy records pursuant to the PRA would need to submit any record request to the individual participating municipalities.

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AGENCIES PARTICIPATING WITH K9 TEAMS

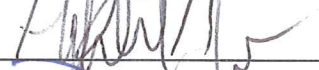
AGENCY

AGENCY REPRESENTATIVE

Fife P.D.



Lakewood P.D.



Pierce County S.D.

Paul A Pastor

Puyallup P.D.



Tacoma P.D.



AGENCIES PARTICIPATING WITHOUT K9 TEAMS

AGENCY

AGENCY REPRESENTATIVE

Buckley P.D.

Jan B. Orcutt

Bonney Lake P.D.



Dupont P.D.

Robert H. Sheedy

Eatonville P.D.

Mike Selt

Fircrest P.D.



Gig Harbor P.D.

John B. Beyer

Milton P.D.



Orting P.D.

Willy E. Fisher

Roy P.D.



Ruston P.D.



Steilacoom D.P.S.

T.J. King

Sumner P.D.

Brad Mariache