

**AGREEMENT
TO PROVIDE SPECIAL SERVICES
BY PIERCE COUNTY TO
THE CITY OF ROY**

KSR PM
APR 11

1. **DATE AND PARTIES:** This agreement is dated this 12 day of ~~(insert date)~~ and is being entered into between the Pierce County Sheriff's Department, a department of Pierce County and the City of Roy, a municipal corporation organized under the laws of the State of Washington.

2. **PURPOSE OF AGREEMENT:** Both parties to this agreement have responsibility to provide police protection within their respective boundaries. Because the Pierce County Sheriff's Department may not have the available resources or ability to respond to calls within the City of Roy, the City is looking to have a greater assurance of a response when they have a need for certain specialized law enforcement services. The Pierce County Sheriff's Department has developed an expertise in certain areas of specialized response. The City recognizes that the expertise of Pierce County, and the Pierce County Sheriff's Department would be of benefit in such matters. In order to allow smaller cities and towns to take advantage of the expertise of Pierce County, the Pierce County Sheriff's Department is willing to provide certain services on a reimbursable basis. This agreement sets forth the respective rights and duties of each of the parties in the provision of these services.

3. **DUTIES/RESPONSIBILITIES OF PIERCE COUNTY SHERIFF:**
 - a. To provide access to the following areas of service as may be required within the City.
 - 1) Criminal Investigations
 - 2) Canine (K-9), Pierce County K-9 only
 - 3) Hazardous Devices (Bomb Squad)
 - 4) Clandestine Laboratory (Meth Labs)
 - 5) Special Weapons and Tactics (SWAT)
 - 6) Marine Services Unit/Dive Team
 - b. To provide a timely response for the service requested.
 - c. To provide all necessary personnel and command.
 - d. To provide all needed and necessary equipment for the response.
 - e. To handle the call to completion, to include all necessary reports testimony or other follow-up.
 - f. To provide a full and complete invoice on all services, personnel and equipment utilized hereunder.

4. **DUTIES/RESPONSIBILITIES OF CITY:**
 - a. To provide a contact person of command level to act as liaison between the two contracting agencies.
 - b. To provide traffic control or other perimeter security as may be required.
 - c. To provide schematics, floor plans or other items of information which may be required as part of a response.

- d. To allow training at sites within the City as may be desired by the County to assure knowledgeable response.
- e. To provide reimbursement hereunder for the services rendered.

5. JOINT RESPONSIBILITIES:

- a. To provide joint law enforcement response as necessary to keep and restore the peace.
- b. To timely complete and submit all necessary reports, documents and other needed information for any law enforcement or prosecution need.
- c. To mutually cooperate to assure the success of any and all law enforcement missions.

6. PAYMENT:

The City shall reimburse the County in any of the following fashions:

- a) **Per Capita Payment:** The City shall pay a sum, as outlined in Exhibit A, which is attached hereto and made a part hereof, which shall be that cost which is multiplied by the population of the City. This cost shall be the cost irrespective of the number or duration of the calls answered.
- b) **Cost Per Response:** The City shall pay a sum based upon the hourly rate or incident rate as outlined in Exhibit A, which is attached hereto and made a part hereof, which shall be that cost multiplied by the hours expended. Those items which are indicated as a per incident response will be paid irrespective of the time needed to resolve the matter.

If the matter is being charged on an hourly basis, then the time shall commence on the time such services are requested by the City and shall end at such time as when the scene is secured or the need for services is terminated. The need for services shall include whatever reasonable time is necessary for the completion of paperwork; reports, interviews or other necessary follow up work. All accountings of time by the County shall be in increments of 30 minutes (half-hours).

- c) **Mixed Costing:**
The City shall have the right to elect to reimburse the County on a per capita cost as to some services and a cost per response as to other services. Such election must be made in advance, in writing, in order to be an effective choice of payment method.
- d) **Default Costing:** In the event that the City has not selected a payment method for any service provided hereunder and the City shall make a request for service from the County, the City shall reimburse to the County a sum based upon the Cost Per Response basis as set forth above.

Election of Costing: The City has selected the following costing methods for the following services. The costs are set forth in Exhibit A, which is attached hereto and made a part hereof. If a service is not selected, it will not be provided absent a separate

request and it will be charged in accordance with the Default Costing paragraph. Rates are for the year 2010.

<u>SERVICE</u>	<u>COST PER RESPONSE</u>	<u>PER CAPITA</u>
Hazardous Devices	no charge	no charge
SWAT	\$9126	\$.33
Methamphetamine	no charge	no charge
K-9	no charge	no charge
Major Crime:		
Detective	\$89 hr. per officer (3 hr. minimum)	\$.79
Forensic Officer	\$62.50 hr. per officer (3 hr. minimum)	\$.08

7. SERVICE DESCRIPTIONS:

a. Major Crime Investigation Services: Investigative services are those which consist of general criminal investigation done by Detectives, often in conjunction with Forensic trained individuals. Crimes, which are typically investigated in this manner, are homicides, sexual assaults, fraud, theft, burglary, and narcotics (this list is illustrative only). All of such investigations will be fully supported by crime scene analysis, crime laboratory, polygraph, identifications, evidence control, Automatic Fingerprint Identification System (AFIS) and any other technology then in the possession of the Sheriff.

In those instances where Major Crime investigation is selected to be billed on a per capita basis, the crimes to be investigated will typically be homicides and assaults which involve serious bodily injury or the possibility of death unless otherwise agreed by County.

b. Canine (K-9) Services:
Canine services shall be the services of a trained canine and handler. The canine response may be for narcotics or general need and should be specified, as it will indicate the deployment needed.

c. Hazardous Devices (Bomb Squad):
This service will include the Hazardous Device team and will typically be a multi-officer response (for officer safety reasons). The team will have an explosive

specialist and shall provide all necessary and required equipment to deal with the threat.

- d. Clandestine Laboratory Team (Meth Lab):
This response will typically include a multi-officer response (for officer safety reasons). The team will do all things necessary to facilitate the safe and timely removal of hazardous materials.
- e. Special Weapons and Tactics (SWAT): This response shall be in the nature of a team response, which may call for a variety of disciplines (negotiators, sharpshooters, snipers, entry, and others). Each SWAT call response is made as a team and each call is staffed as a team. The team, and each member, is responsible to the success of every SWAT mission.
- f. Forensic Investigator: This response shall include a fully trained Forensics Investigator who shall have the ability and training to take photographs, measurements and document other important physical evidence, to obtain and process fingerprints, to utilize all technology available to the Forensics Investigator and to do all other services and procedures to assist in the processing of a crime scene or subject.
- g. Internal Affairs Investigations: This service shall involve a member of the Sheriff's Department of not lower than the rank of Lieutenant who shall perform any matter involving an "Internal Affairs" complaint or investigation. The investigator will be trained in investigating such matters and will take care of issues such as issuing "Garrity" rights and providing for other issues of due process, etc. which are required for administration to police officers by law, contract, etc. Such services may include the services of a polygrapher if needed.
- i. Marine Services/SCUBA:
This service shall involve Deputies and other personnel who are trained in areas of marine rescue or SCUBA techniques, including rescue. This response may include a response with vessels or other watercraft and will typically include a response with multiple personnel for issues of safety and response.

8. INDEMNITY AND HOLD HARMLESS:

The County shall defend, indemnify and save harmless the City, its officers, employees and agents from any and all costs, claims, judgments, or awards of damages, resulting from the acts or omissions of the COUNTY, its officers, employees, or agents associated with this agreement. In executing this agreement, the COUNTY does not assume liability or responsibility for or release the CITY from any liability or responsibility to the extent that such liability or responsibility arises from the existence or effect of CITY ordinances, rules, regulations, resolutions, customs, policies or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such CITY ordinance, rules, regulation, resolution, custom, policy or practice is at issue, the CITY shall defend the same at its sole expense and if judgment is entered or

damages awarded against the CITY, the COUNTY, or both, the CITY shall satisfy the same, including all chargeable costs and attorney's fees.

The CITY shall defend, indemnify and save harmless the COUNTY, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, resulting from the acts or omissions of the CITY, its officers, employees or agents associated with this agreement. In executing this agreement, the CITY does not assume liability or responsibility for or release the COUNTY from any liability or responsibility to the extent that such liability or responsibility arises from the existence or effect of COUNTY ordinances, rules, regulations, resolutions, customs, policies, or practices. If any: cause, claim, suit, action or administrative proceeding is commenced which the enforceability and/or validity of any such COUNTY ordinance, rule, regulation, resolution, custom, policy or practice is at issue, the COUNTY shall defend the same at its sole expense and judgment is entered or damages are awarded against the COUNTY, the CITY, or both, the COUNTY shall satisfy the same, including chargeable costs and attorney's fees.

9. **MODIFICATION:** The parties may amend, modify, or supplement this agreement only by written agreement executed by the parties hereto.
 10. **MERGER:** 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 the entire contract of the parties.
 11. **TERM OF AGREEMENT:** This AGREEMENT SHALL BE IN FORCE FOR ONE (1) YEAR FROM ITS MAKING and shall be automatically extended on the anniversary date thereafter unless the parties have provided notice of intent to abandon the agreement. If either of the parties desire to terminate the relationship created by this agreement, then they must provide not less than ninety- (90) days written notice to the other party.
 12. **OPERATIONAL ISSUES:** Both parties recognize that any response may have many serious operational matters, which attend each individual call. These issues are separately covered in a separate Memorandum of Understanding which is attached hereto and which involves issues such as; criteria for mobilization of the SWAT Team, authority to determine size of response, handling of media, SWAT command, miscellaneous cost due to damage, cost of meals, etc.
 13. **INDEPENDENT CONTRACTOR:** Pierce County, when providing the special services contemplated by the terms of this agreement, is acting as an independent contractor and not as an agent of the City. Pierce County will control the method, means and timing of providing the special services, and All County employees shall remain under the supervisory control of the County, although the City may in a given circumstance exercise direction and control under R.C.W. 10.93.040.
 14. This agreement contains one Addendum specifying the payment option selected by Roy.
- END OF AGREEMENT

**PIERCE COUNTY
CONTRACT SIGNATURE PAGE**

Contract #

IN WITNESS WHEREOF, the parties have executed this Agreement this insert day of insert date.

CONTRACTOR:

Karen Yates 4/12/10
Contractor Signature Date
City Mayor
Title of Signatory Authorized by Firm Bylaws

Name: City of Roy
UBI No. 601-04-9458

Address: 216 McNaught St Roy WA 98580
Mailing PO Box 700 Roy WA 98580
Address: same as above

Contact Name: Karen Yates
Phone: 253-843-1113

PIERCE COUNTY:

Reviewed:
[Signature] 4-20-10
Prosecuting Attorney (as to form only) Date

[Signature] 4-27
Budget and Finance Date

Approved:
Paul A. Pastor 4-20-10
Department Director Date
(less than \$250,000)

County Executive (over \$250,000) Date

EXHIBIT "A"
2010 Rates – Specialized Services

Service	Incident Rate	✓ Per Capita
Canine	No charge	No charge
SWAT	\$9126	\$.33
Hazardous Devices	No charge	No Charge
Meth Lab Team	No charge	No charge
Major Crimes:		
Detective	\$89/hr. (3 hr. minimum)	\$.79
Forensic Officer	\$62.50 (3 hr. minimum)	\$.08
Marine Scuba *	\$89/hr. (3 hr. minimum)	N/A

*Plus equipment use charge

EXHIBIT "B"
(immediately following this page)

Protocols Hazardous Devices Unit

1. Criteria for Mobilization

The Chief of Police or his/her designee shall have the authority to request a Hazardous Devices Unit response. The County shall provide a person or persons to whom the request will be made. Response will be made unless the Command Duty Officer/designee or Hazardous Devices Unit supervisor/deputy determines, based on information received and other conditions (e.g. exceptional character of the device), that mobilization would create undue danger or not serve as a bonafide law enforcement purpose related to standard use of the Hazardous Devices Unit.

2. Mobilization

The Hazardous Devices Unit supervisor/pilot shall have the sole authority to determine the nature, size, duration and configuration of any mobilization.

3. Authority for Stand-down/De-mobilization

The Hazardous Devices Supervisor/Pilot shall have the sole authority to determine the nature, size, duration of any Hazardous Devices Unit mobilization. This will be done in consultation with the Chief of Police or his/her designee.

4. Command

The Hazardous Devices Unit will be commanded by a member of the Pierce County Sheriff's Department. Operational direction for the unit will come from the person in command at the scene of the incident. However, the Chief of Police or his designee will have authority to discontinue the deployment.

5. Information Available to Chief

The supervisor of the Hazardous Devices Unit/Pilot or another person in command shall be expected to periodically inform the Chief of Police or his/her designee of progress in the operation to the extent practical in light of communications availability and tactical considerations.

6. Community Liaison

The Pierce County Sheriff's Department and the city Police Department shall jointly share the response of liaison with the community both during and after mobilization. Both parties agree to provide necessary personnel to be available for contacts with the community.

7. Miscellaneous Costs

The Pierce County Sheriff's Department shall assume responsibility for damage to their equipment, which may occur coincident to the mobilization and response provided, however, that damage caused by the negligence of any other party shall be the responsibility of that party. Damage which shall occur to property as a consequence of the Hazardous Devices Unit (e.g. damage to suspicious packages, damage due to primary or secondary devices) shall not be the responsibility of Pierce County.

8. Media

The Public Information Officer of the Pierce County Sheriff's Department shall be the contact person for handling news media inquires during the course of the mobilization while the Unit is deployed. This contact will be made, whenever possible, after consultation with the Chief of Police or his/her designee. When the unit is no longer deployed, responsibility for news media contact will rest with the Chief of Police unless the Chief requests and the Sheriff approves that the Sheriff Department press Information Officer will continue as liaison.

Protocols

SWAT

1. Command

The SWAT Team will be commanded by a member of the Pierce County Sheriff's Department. No other person shall provide command regardless of their rank or position. Provided, however, that the Chief of Police or his/or designee shall have the authority to require the discontinuance of the deployment of the SWAT Team.

2. Command Post

The configuration of the Command Post will be determined by the SWAT Commander. Consideration will be made to include the Chief of Police or his/her designee.

3. Criteria for Mobilization

The Chief of Police or his/her designee shall have the authority to request a SWAT response. The County shall provide a person or persons to whom the request may be made. Response shall be made unless the SWAT Commander determines, based upon the information received, that mobilization of the SWAT Team would create undo danger and would not serve any bona fide law enforcement purpose related to standard use of SWAT.

4. Mobilization

The SWAT commander shall have the sole authority to determine the nature, size, duration and configuration of any mobilization.

5. Authority for Stand down/Mobilization

The SWAT Commander shall have the sole authority to determine issues of Stand down or demobilization; provided, however that the Chief of Police or his/her designee shall have the authority to require the discontinuance of the SWAT response.

6. Community Liaison

The Pierce County Sheriff's Department and the city police department shall jointly share the response of liaison with the community both during and after a SWAT mobilization. Both parties agree to provide all necessary personnel to be available for community meetings or other necessary contacts with the community.

7. Miscellaneous Costs

The Pierce County Sheriff's Department shall assume responsibility for damage to their equipment, firearms and gear which shall occur coincident to the SWAT call, mobilization and response; provided, however, that damage caused by the negligence of any other party shall be the responsibility of that party. Damage which shall occur to property as a consequence of the SWAT call (e.g., damage to doors in entry, damage due to discharge of weapons, flash devices, or other explosives, etc.) Shall be the responsibility of the Pierce County Sheriff 's Department. The city shall be responsible for any cost involved in providing meals, lodging or the mobilization of the SWAT Team.

8. Media

The Public Information Officer of the Pierce County Sheriff's Department shall be the contact person for handling all media inquiries during the course of mobilization and shall coordinate all response to the media relative to the SWAT call. This contact will be made, whenever possible, after consultation with the Chief of Police or his/her designee. When the unit is no longer deployed, responsibility for news media contact will rest with the Chief of Police unless the Chief requests that the Sheriff Department press Information Officer will continue as liaison.

Protocols

Methamphetamine Team

1. Criteria for Mobilization

The Chief of Police or his/her designee shall have the authority to request a Methamphetamine Team response. The County shall provide a person or persons to whom the request will be made. Response will be made unless the Command Duty Officer/designee or Methamphetamine Team supervisor/deputy determines, based on information received and other conditions (e.g. extreme contamination), that mobilization would create undo danger or not serve as a bonafide law enforcement purpose related to standard use of the Methamphetamine Team.

2. Mobilization

The Methamphetamine Team supervisor/deputy shall have the sole authority to determine the nature, size, duration and configuration of any mobilization.

3. Authority for Stand-down/De-mobilization

The Methamphetamine Team Supervisor/deputy shall have the sole authority to determine the nature, size, duration of any Methamphetamine Team mobilization. This will be done in consultation with the Chief of Police or his/her designee.

4. Command

The Methamphetamine Team will be commanded by a member of the Pierce County Sheriff's Department. Operational direction for the unit will come from the person in command at the scene of the incident. However, the Chief of Police or his designee will have authority to discontinue the deployment.

5. Information Available to Chief

The supervisor of the Methamphetamine Team or another person in command shall be expected to periodically inform the Chief of Police or his/her designee of progress in the operation to the extent practical in light of communications availability and tactical considerations.

6. Community Liaison

The Pierce County Sheriff's Department and the city Police Department shall jointly share the response of liaison with the community both during and after mobilization. Both parties agree to provide necessary personnel to be available for contacts with the community.

7. Miscellaneous Costs

The Pierce County Sheriff's Department shall assume responsibility for damage to their equipment, which may occur coincident to the mobilization and response provided, however, that damage caused by the negligence of any other party shall be the responsibility of that party. Damage to property (e.g. related to entry, discharge of weapons, etc.) shall be the responsibility of the Pierce County Sheriff's Department. Costs of post investigation clean-up, contamination clean-up or responsibility for maintenance, protection or limiting access to contaminated property shall not be the responsibility of the Pierce County Sheriff's Department.

8. Media

The Public Information Officer of the Pierce County Sheriff's Department shall be the contact person for handling news media inquires during the course of the mobilization while the Unit is deployed. This contact will be made, whenever possible, after consultation with the Chief of Police or his/her designee. When the unit is no longer deployed, responsibility for news media contact will rest with the Chief of Police unless the Chief requests and the Sheriff approves that the Sheriff Department press Information Officer will continue as liaison.

Protocols

Major Crime Investigations

Jurisdictions which choose the "per response" costing model will be able to request major crimes investigations at the hourly rate noted on the basis of resources available.

Jurisdictions which choose the "per capita" costing model in this area will be accessing response to homicides or aggravated assaults likely to become homicides.

1. Criteria for Mobilization

The Chief of Police or his/her designee shall have the authority to request a major crime investigation. The County shall provide a person or persons to whom the request will be made.

2. Mobilization

The commander of Criminal Investigations or his/her designee shall have the sole authority to determine the nature, size, duration and configuration of any mobilization.

3. Authority for Stand-down/De-mobilization

The Commander of Criminal Investigations or his/her designee shall have the sole authority to determine the nature, size, duration of any major crime investigation. This will be done in consultation with the Chief of Police or his/her designee.

4. Command

The major crime investigation will be commanded by a member of the Pierce County Sheriff's Department. Operational direction for the unit will come from the person in command at the scene of the incident. However, the Chief of Police or his designee will have authority to discontinue the deployment.

5. Information Available to Chief

The commander of Criminal Investigations or lead detective shall be expected to periodically inform the Chief of Police or his/her designee of progress in the operation to the extent practical in light of communications availability and tactical considerations.

6. Community Liaison

The Pierce County Sheriff's Department and the city Police Department shall jointly share the response of liaison with the community both during and after the investigation. Both parties agree to provide necessary personnel to be available for contacts with the community.

7. Miscellaneous Costs

The Pierce County Sheriff's Department shall assume responsibility for damage to their equipment, which may occur coincident to the mobilization and response provided, however, that damage caused by the negligence of any other party shall be the responsibility of that party. Damage which shall occur to property as a consequence of the unit shall be the responsibility of Pierce County. Costs associated with extra-ordinary forensic analysis will be negotiated with the Chief of Police.

8. Media

Media relations on major criminal investigations will be jointly handled by the Chief and the Sheriff's Department Public Information Officer with agreement between parties as to primary contact. Contact with the media by the Sheriff's Department Public Information Officer, when such contact is made will be made, whenever possible, after consultation with the Chief of Police or his/her designee.

**ADDENDUM NUMBER 1 TO AGREEMENT TO PROVIDE SPECIAL
SERVICES BY PIERCE COUNTY TO ROY**

By this Addendum to the Agreement referenced above, the City of Roy hereby selects the "per capita" payment option described in the referenced Agreement. Pierce County agrees that Roy has not selected the "per incident" option and that Roy does not acquiesce to the default reversion, the "per incident" payment plan.

This Addendum shall not change the Agreement in any other material way. All provisions thereof are adopted herein by reference and this Addendum shall constitute an express section of the original Agreement.

This Addendum, as part of the initial Agreement, shall be effective April 15, 2010.

CITY OF ROY, WASHINGTON

RESOLUTION NO. 666

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROY, PIERCE COUNTY, WASHINGTON, APPROVING THE AGREEMENT TO PROVIDE SPECIAL SERVICES BY PIERCE COUNTY TO THE CITY OF ROY.

WHEREAS, the County possesses certain specialized law enforcement services, which may be made available to the City of Roy Police Department on a reimbursable basis; and

WHEREAS, the City of Roy recognizes that the expertise of Pierce County and Pierce County Sheriff's Department would be of benefit in such matters; and

WHEREAS, the City of Roy recognizes its obligation to pay for the use of services in accordance with the payment section 6; and

WHEREAS, the City of Roy elects to choose a costing method as per section 6.a) Per Capita payment and the cost as per Exhibit "A" as per Capita charges chart;


NOW, THEREFORE,

Section 1. The City Council of the City of Roy approves the contract entitled "Agreement to Provide Special Services by Pierce County to the City of Roy".

Section 2. The Mayor of Roy is hereby authorized to sign the Agreement in substantially the form on file in the city clerk's office.

Section 3. All acts in conformance with the Agreement are hereby ratified.

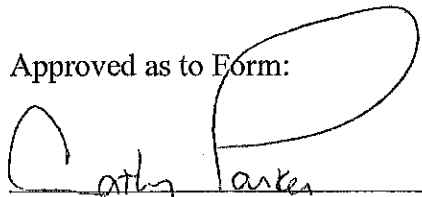
Introduced, passed and approved this 12 day of April, 2010.


KAREN YATES, Mayor

Attest:


DANA ALEXANDER
City Clerk/Treasurer

Approved as to Form:


CATHY PARKER, City Attorney
WSBA#16406