

**INTERLOCAL COOPERATION AGREEMENT
FOR LAW ENFORCEMENT MUTUAL AID AND/OR SWAT DEPLOYMENT BETWEEN
THURSTON COUNTY LAW ENFORCEMENT AGENCIES**

This AGREEMENT is entered into by THURSTON COUNTY, a subdivision of the State of Washington and its Sheriff, and the cities of Lacey, Olympia, Tumwater, and Yelm, all municipal corporations in the State of Washington, for the purpose of setting forth their plan for mutual law enforcement aid as provided herein.

WHEREAS, law enforcement agencies have the responsibility of protecting lives and property and keeping the peace; and

WHEREAS, in Thurston County or other jurisdiction as directed by the Thurston County Sheriff, a major disorder or law enforcement operation may affect more than one law enforcement agency necessitating joint cooperation in order that persons and property may be protected, and the peace maintained; and

WHEREAS, it is necessary and desirable that a cooperative agreement be executed for the purposes of effectuating mutual aid; and

WHEREAS, RCW Chapter 10.93, the Washington Mutual Aid Peace Officers Powers Act authorizes the parties to enter into an agreement for mutual aid pursuant to the Interlocal Cooperation Act (Chapter 39.34 RCW);

NOW, THEREFORE, the parties agree as follows:

This Agreement replaces the *Interlocal Cooperation Agreement for Law Enforcement Mutual Aid Between Thurston County Law Enforcement Agencies* entered into by the parties in 2011.

1. DEFINITIONS

The following items 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. "Major Disorder"
A large scale breach of peace, public disturbance, or natural disaster. Some examples include but are not limited to: earthquake; large scale flooding; pre-planned or spontaneous rallies, demonstrations, marches or acts of civil disobedience that result in disorderly conduct, riot or violence.
- c. "Mobilization"
To organize or put into readiness for active law enforcement services.
- d. "Mutual Aid"
Aid or assistance in which two or more agencies agree to perform in common.

- e. "Other Law Enforcement Event"
A rapidly unfolding event that requires the law enforcement services of more than one agency but is not viewed by law enforcement agencies as a Major Disorder. Some examples include but are not limited to; active shooter, apprehension of a violent offender, a series of simultaneous priority calls for service that overburden an agency's resources.
 - f. "Primary Jurisdiction"
The geographical area of jurisdiction of the primarily responsible agency.
 - g. "Primarily Responsible Agency"
The law enforcement agency within whose local geographical jurisdiction a major disorder or other law enforcement event first occurs.
 - h. "Signatory Agency"
Law enforcement agencies participating in this mutual aid agreement whose governing body has authorized and signed this agreement.
 - h. "SWAT Manual"
The "Thurston County SWAT Procedures/Guidelines Manual, adopted October 27, 2017, or the version thereafter amended with prior notice to each party that has signed this Agreement.
2. In the event of a major disorder, or other law enforcement event, the first law enforcement resources to be used shall be those of the primarily 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 shall be made directly to an assisting agency (requests for specific individual units) or through the office of the Sheriff who is designated as the mutual aid coordinator for the county in accordance with the Washington State Law Enforcement Mobilization Plan. Such requests for assistance shall, if possible, specify the number of police officers and types of equipment requested, and shall further specify where and to whom such officers are to report and where and to whom the equipment should be delivered. Assisting agencies shall inform the requesting agency at the earliest possible time whether resources are available and to what extent.
 3. 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 fulfill this responsibility or unless the scope of the problem is multi-jurisdictional, in which case the provisions of the Washington State Law Enforcement Mobilization Plan and/or Intrastate Mutual Aid Plan pursuant to RCW's 43.43 and/or 38.56. become operative. 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 supervising officer of the primarily responsible agency unless that responsibility is delegated to a different law enforcement agency as indicated above.

3.1 In the event that the situation, by its nature, requires tactical Intervention whereby the primarily responsible agency requests a tactical response by the Thurston County Sheriff's Special Weapons and Tactical Team (SWAT), responsibility for command and control of such tactical team and its operation shall reside with the Sheriff and/or his designee(s). Mobilization of the Sheriff's Special Weapons and Tactical Team will be in accordance with the provisions of TCSO Policy 2.G.3 of the Thurston County Sheriff's Office and the SWAT Manual, attached as Exhibits A & B. **Any change to TCSO Policy or to the SWAT Manual shall be provided to each party to this Agreement thirty (30) days in advance of the effective date of such change.**

4. The signatory agencies shall provide the names, addresses, and phone numbers of its staff who have the authority to commit personnel and/or equipment to any mobilization effort.
5. Any signatory agencies participating in mutual aid or SWAT under the terms of this Agreement shall make all press releases through the primarily responsible agency, or jointly, if agencies have concurrent jurisdiction and have agreed to make joint press releases.
6. The primarily responsible agency shall establish a command post in such a manner as to provide an area suitable for the staging and direction of resources and shall notify all assisting agencies at the earliest possible time of its location.
7. Arrest policies shall be determined by mutual agreement of the signatory agencies at the outset of any mutual aid incident.
8. Transportation of prisoners to the Thurston County Jail shall be coordinated by the supervising officer in charge of the incident.
9. The primarily responsible agency shall be responsible for supplying and/or replacing supplies needed and/or used by officers from assisting jurisdictions acting under the conditions of this Agreement. These supplies shall include food, fuel for police vehicles, chemical agent gas, or any other supplies that are reasonably needed to sustain the officers in enforcing the law and maintaining order as determined by the primarily responsible agency. Each agency shall be responsible for any repairs and/or damages done to their own vehicles or equipment as a result of participating in mutual aid. Should the request for mutual aid from the primarily responsible agency be for materials or equipment only, then the primarily responsible agency shall be responsible for any repairs and/or replacement of damaged items.
10. The primarily responsible agency shall not be responsible for salaries, benefits, or overtime pay for officers from assisting agencies.
11. Each signatory agency shall carry for the duration of this agreement general liability including coverage for police professional liability and auto liability with the following minimums:

General Liability	\$10,000,000.00
Auto	\$10,000,000.00

It is understood that each of the parties hereto may fulfill the requirements set forth in this section through either self-insurance or the duly authorized insurance pool.

12. LIABILITY: Each signatory agency shall be responsible for the wrongful or negligent actions of its employees while assigned to the SWAT Team or other mutual aid response team as their respective liability shall appear under the laws of the State of Washington and/or Federal Law and this Agreement is not intended to diminish or expand such liability.

12.1. To that end, each party agrees to hold harmless and release all the other participating parties from any loss, claim or liability arising from or out of the negligent tortious actions or inactions of its own employees, officers and officials. Such liability shall be apportioned among the parties or other at fault persons or entities in accordance with the laws of the State of Washington.

- 12.2. Nothing herein shall be interpreted to:

12.2.1. Waive any defense arising out of RCW Title 51.

However, to the extent allowed by law each jurisdiction shall indemnify the other jurisdictions for legal actions brought by its own employees against another party to this Agreement, where such legal actions are related to police actions conducted under this Agreement, notwithstanding the immunity provided by the Worker's Compensation Act, RCW Title 51.

12.2.2. Limit the ability of a participant to exercise any right, defense, or remedy which a party may have with respect to third parties or the officer(s) whose action or inaction give rise to loss, claim or liability including but not limited to an assertion that the officer(s) was acting beyond the scope of his or her employment.

12.2.3. Cover or require indemnification or payment of any judgment against any individual or party for intentionally wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages against any individual or party. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her employer, should that employer elect to make said payment voluntarily. This agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

13. Whenever any commissioned officer of a signatory agency, acting pursuant to this Agreement is injured and thus unable to perform his/her duties by reason of engaging in mutual aid but isn't at the time acting under the immediate direction of his/her employer, the officer or his/her dependents shall be accorded by his/her employer the same benefits which he/she or they would have received had that officer been acting under the immediate direction of his/her employer in his/her own jurisdiction.

14. Full-time, paid commissioned officers who are responding to any call for mutual aid 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 time of mutual aid as though they were full-time commissioned officers of the primarily responsible agency.
15. Each signatory agency shall develop and maintain a current plan for mobilization of its personnel and other resources to effectively provide mutual aid to the other signatory agencies pursuant to the relevant provisions of the SWAT Manual and the Organizational Flow Chart contained therein.
16. 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 regarding other signatory agencies.
17. **Venue:** This Agreement has been and shall be construed as having been made and delivered in the State of Washington, and it is mutually understood and agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action in a lawsuit in equity or judicial proceedings for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in courts of competent jurisdiction in state court in Thurston County, Washington or in the federal court for the western district of Washington.
18. **Modification:** No changes or modification to this Agreement shall be valid or binding upon parties to this Agreement unless such changes or modifications are in writing and executed by all parties.
19. **Severability:** It is understood and agreed by the parties hereto that if any part of this Agreement is declared invalid, the validity of the remaining provisions shall not be affected and the rights and obligations of the parties shall be construed as if the agreement did not contain the invalid part. If it should appear that any provision herein conflicts with any statutory provision of the State of Washington, said provision shall be deemed inoperative and null and void insofar as it may be in conflict therewith and shall be modified to conform to such statutory provisions.
20. **Extent of Agreement:** This Agreement contains terms and conditions agreed upon by the parties. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this agreement between the parties hereto.
21. **Relation of Agreement to Statewide Mutual Aid Plan:** All the provisions of this Agreement are designed to be in accordance with the provisions of the Washington State Law Enforcement Mobilization Plan and/or Intrastate Mutual Aid Plan pursuant to RCW chapters 43.43 and/or 38.56. . While this document serves to clarify and define the working relationship for law enforcement mutual aid, nothing herein precludes the adoption of specific mutual aid agreements between the signatory agencies of this county and those of other counties which comprise respectively the district and regional configurations mentioned in the mutual aid plan.

22. **Notices:** Any notice required or permitted to be given under this Agreement shall be deemed sufficient if given in writing and sent by registered or certified mail to the signatory agencies.

CITY OF OLYMPIA

ATTN: Police Chief
Mailing: PO Box 1967
Olympia, WA 98507-1967

THURSTON COUNTY

Undersheriff Timothy P. Braniff
2000 Lakeridge Drive SW
Olympia, WA 98502
branift@co.thurston.wa.us
Office: 360/786-5502
Cell: 360/561-2799

CITY OF LACEY

ATTN: Police Chief
420 College Street SE
Lacey, WA 98503

CITY OF TUMWATER

Police Chief
City of Tumwater
555 Israel Rd. SW
Tumwater, WA 98501

CITY OF YELM

ATTN: Police Chief
206 McKenzie Ave SE
Yelm, WA 98597


23. **Plan Review:** Each of the signatory agencies shall meet bi-annually to review and recommend any necessary changes to the plan set forth in this Agreement.
24. **Joint Board:** This Agreement creates no joint board and no separate legal entity.
25. **Duration of Agreement:** This Agreement shall be effective on the date of the last signature affixed hereto and shall terminate only upon mutual agreement of the parties.
26. **Recording or Posting:** The Thurston County Sheriff's office shall file this Agreement with the Thurston County Auditor's Office and each agency shall post it upon a website as provided by RCW 39.34.040.

THURSTON COUNTY:

By: 
Chair, Board of County Commissioners


Date

THURSTON COUNTY SHERIFF:

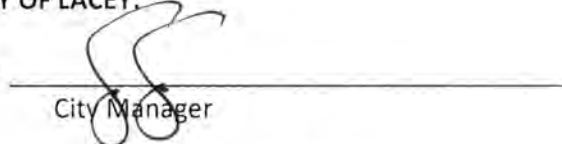
By: 
John D. Snaza

2-25-20
Date

Approved as to form:


By: 
Deputy Prosecuting Attorney

CITY OF LACEY:


By: 
City Manager

10/10/2019
Date

Approved as to form:

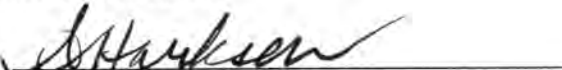
By: 
City Attorney

CITY OF OLYMPIA:

By: 
City Manager

8/16/19
Date

Approved as to form:

By: 
Deputy City Attorney

CITY OF TUMWATER:

By: Pete Kmet
Mayor

12-14-19
Date

Approved as to form:

By: [Signature]
City Attorney

CITY OF YELM:

By: [Signature]
Mayor

8-29-19
Date

Approved as to form:

By: [Signature]
City Attorney