

RESOLUTION 2020-F

**A RESOLUTION OF THE TOWN OF EATONVILLE,
WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A
CONTRACT AGREEMENT WITH PIERCE COUNTY
SHERIFF'S DEPARTMENT FOR SPECIAL SERVICES**

WHEREAS, the Town of Eatonville desires to have a greater assurance of a response when they have a need for certain specialized law enforcement services; and

WHEREAS, the Pierce County Sheriff's Department has developed an expertise in certain areas of specialized response; and

WHEREAS, the specialized response services included in the agreement will include Major Crime Investigation Services, Canine (K-9) Services, Hazardous Devices (Bomb Squad), SWAT, Forensic Investigator, Internal Affairs Investigator and Marine Services (SCUBA); and

WHEREAS, the Town of Eatonville prefers to pay for these services Per Capita as outlined in Exhibit A; now, therefore,

**THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, WASHINGTON,
HEREBY RESOLVES AS FOLLOWS:**

THAT: The Mayor is authorized to execute on behalf of the Town of Eatonville the attached agreement to provide special services with Pierce County Sheriff's Department.

PASSED by the Council of the Town of Eatonville at a regular meeting this 10th day of February 2020.

Mike Schaub, Mayor

ATTEST:

Miranda Doll, Town Clerk

**AGREEMENT
TO PROVIDE SPECIAL SERVICES
BY PIERCE COUNTY TO
THE TOWN OF EATONVILLE**

1. **DATE AND PARTIES:** This agreement is dated this _____ day of _____ and is being entered into between the Pierce County Sheriff's Department, a department of Pierce County and the Town of Eatonville, 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 Sheriffs Department may not have the available resources or ability to respond to calls within the Town, the Town 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 Town 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 towns and cities 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 agreed upon services between Pierce County Sheriff's Department and the Town of Eatonville.
 - b. To provide a timely response for services 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, only if per response option is selected.

4. **DUTIES/RESPONSIBILITIES OF TOWN:**
 - 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 Town 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. **ELECTION OF BILLING:**

The Town has selected billing methods and services set forth in Exhibit A, which is attached hereto and made a part hereof. If a service is not listed, it will not be provided absent a separate request and it will be charged in accordance with the Default Costing paragraph.

7. BILLING:

The Town shall contract with the County in one of the of the following fashions by their choosing:

- a. **Per Capita:** The Town 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 Town. This cost shall be the cost irrespective of the number or duration of the calls answered.
- b. **Per Response:** The Town 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 Town 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). If the response is cancelled while personnel are responding, the city will be billed for those specific personnel at a three-hour overtime minimum.
- c. **Mixed Costing:** The Town 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.

Default Costing: In the event that the Town has not selected a payment method for any service provided hereunder and the Town shall make a request for service from the County, the Town shall reimburse to the County a sum based upon the Cost Per Response basis as set forth above.

8. SERVICE DESCRIPTIONS:

- a. **Major Crime Investigation Services:** Investigative services are those which consist of criminal investigation done by Detectives, often in conjunction with Forensic trained individuals. Crimes, which are typically investigated in this manner, are homicides, sexual assaults, aggravated assaults, 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. 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.
- e. Forensic Investigator: This response will be for major crimes outlined in Section 8 and 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.
- f. Internal Affairs Investigations: This service shall involve a member of the Sheriffs Department of the rank of Lieutenant and above, 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. If needed, polygraph services may be included for such services.
- h. 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.

9. INDEMNITY AND HOLD HARMLESSES

Defense & Indemnity Agreement:

The County agrees to defend, indemnify and save harmless the TOWN its appointed and elected officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the TOWN, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons, and for damages to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the County, its subcontractors, its successor or assigns, or its agent, servants, or employees, the TOWN, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the TOWN, its appointed or elected officials or employees.

The TOWN agrees to defend, indemnify and save harmless the County, its appointed and elected officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons, and for damages to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the TOWN, its subcontractors, its successor or assigns, or its agent, servants, or employees, the County, its appointed or

elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees.

10. **MODIFICATION:** The parties may amend, modify, or supplement this agreement only by written agreement executed by the parties hereto.
11. **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.
12. **TERM OF AGREEMENT:** This AGREEMENT SHALL BE IN FORCE FOR ONE (1) YEAR FROM ITS MAKING. It shall be extended automatically for an additional one-- (1) year period on the anniversary date 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.
13. **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 the Pierce County Sheriff's Department Specialized Services Protocols 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.
14. **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 Town. 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 Town may in a given circumstance exercise direction and control under R.C.W. 10.93.040.

END OF AGREEMENT; SIGNATURE PAGE IMMEDIATELY FOLLOWING

**PIERCE COUNTY
CONTRACT SIGNATURE PAGE**

Contract# _____

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____ 2020

CONTRACTOR:

Contractor Signature _____ Date

Title of Signatory Authorized by Firm Bylaws

Name: _____

Address: 201 Center Street West
Eatonville, WA 98328

Mailing Address: PO BOX 309
Eatonville, WA 98328

Contact Name: _____

Phone: _____

Fax: _____

PIERCE COUNTY:

Approved As to Legal Form Only:

Prosecuting Attorney _____ Date

Recommended:

Finance _____ Date

Approved:

Department Director _____ Date
(less than \$250,000)

County Executive (over \$250,000) _____ Date

EXHIBIT A
 (to be customized in final form per customer selections)
Services and Billing FY2020

Service	Per Response	Per Capita
Detective — Major Crimes/Internal Affairs	\$117 hr. per officer (3 hr. minimum)	\$ 1.03
Forensic — Major Crimes	\$112 hr. per officer (3 hr. minimum)	\$.23
Marine	\$117 hr. per officer (3 hr. minimum)	Not Available
SWAT	\$12,000	\$.44
Canine	No charge	No charge
Hazardous Devices	No charge	No charge
Air Ops	No charge	No charge

**Pierce County Sheriff's Department
Specialized Services Rates**

FY 2020

Service	Per Response	Per Capita
Detective — Major Crimes/Internal Affairs	\$117 hr. per officer (3 hr. minimum)	\$1.03
Forensic — Major Crimes	\$112 hr. per officer (3 hr. minimum)	\$.23
Marine	\$117 hr. per officer (3 hr. minimum)	Not Available
SWAT	\$12,000	\$
Canin	No charge	No charge
Hazardous Devices	No charge	No charge
Air Ops	No charge	No charge

Pierce County Sheriff's Department

Specialized Services Protocols

Air Operations

1. Criteria for Mobilization

The Chief of Police/Agency Contact or his/her designee shall have the authority to request an Air Operations response through the South Sound 911 Dispatch Center. The Air Unit Supervisor, Command Duty Officer (CDO) or his/her designee will receive and approve all Air Operation Request. The Air Operations Supervisor and Pilot in Command (PIC) based on information received and other Conditions (e.g. weather), will determine if a mission can be safely accomplished. (See the Air Support Unit Manual for additional details)

2. Mobilization

The Sheriff or his/her designee in conjunction with the Air Operations Supervisor and Pilot in Command (PIC) shall have the sole authority to determine the nature, size, duration and configuration of any mobilization. (See the Air Support Unit Manual for additional details)

3. Authority for Stand-down/De-mobilization

The Sheriff, Air Operations Supervisor/PIC shall be the sole authority in determining if a deployment is no longer productive or if the deployment has become too dangerous for pilot, crew or aircraft. When possible, this decision will be done in consultation with the Chief of Police/Agency Contact or his/her designee, who may likewise make a decision to terminate the deployment for any reason.

4. Command

The Air Operations Unit will be commanded by a member of the Pierce County Sheriff's Department. Operational direction for the unit will come from the Air Operations Supervisor. Tactical direction will be from the Incident Commander at the scene of the incident in conjunction with the Air Operations Supervisor/PIC. However, the Chief of Police/Agency Contact, Sheriff or his/her designee retain the authority to discontinue the deployment at their discretion.

5. Information Available to Chief of Police/Agency Contact

The supervisor of the Air Operations Unit/PIC or another person in command shall periodically inform the Chief of Police/Agency Contact 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 Sheriffs Department and the utilizing agency shall jointly share the responsibility to liaison with the community both during and after mobilization.

Both parties agree to provide necessary personnel for this purpose.

7. Miscellaneous Costs

The Pierce County Sheriffs 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 Air Operations Unit shall be the responsibility of Pierce County.

8. Media

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

Hazardous Devices Unit

1. Criteria for Mobilization

The Chief of Police/Agency Contact 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 determines, based on information received and other conditions (e.g. exceptional character of the device), that mobilization would create undo danger or not serve as a bona fide law enforcement purpose related to standard use of the Hazardous Devices Unit.

2. Mobilization

The Hazardous Devices Unit supervisor 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 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 Sheriffs Department. Operational direction for the unit will come from the person in command at the scene of the incident. However, the Chief of Police/Agency Contact or his designee will have authority to discontinue the deployment.

5. Information Available to Chief/Agency Contact

The supervisor of the Hazardous Devices Unit or another person in command shall be expected to periodically inform the Chief of Police/Agency Contract 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 Sheriffs Department and the City Police Department/Agency 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 Sheriffs 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 Sheriffs Department shall be the contact person for handling news media inquiries 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/Agency Contact or his/her designee. When the unit is no longer deployed, responsibility for news media contact will rest with the Chief of Police/Agency Contact unless the Chief requests and the Sheriff approves that the Sheriff Department Public Information Officer will continue as liaison.

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/Agency Contact or his/her 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/Agency Contact 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/De-mobilization

The SWAT Commander shall have the sole authority to determine issues of Stand down or de-mobilization; provided however that the Chief of Police/Agency Contact 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/Agency 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/Agency 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 SW AT call. This contact will be made, whenever possible, after consultation with the Chief of Police/Agency Contact or his/her designee.

When the unit is no longer deployed, responsibility for news media contact will rest with the Chief of Police/Agency Contact unless the Chief requests that the Sheriff Department Public Information Officer will continue as liaison.

CANINE (K-9)

1. Criteria for Mobilization

The Chief of Police/Agency Contact or his/her designee shall have the authority to request a K-9 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 K-9 Unit deputy determines, based on information received and other conditions (e.g. inordinate danger to the dog), that mobilization would create undo danger or not serve as a bona fide law enforcement purpose related to standard use of the K-9 Unit.

2. Mobilization

The K-9 Unit 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 K-9 Unit deputy shall have the sole authority to determine the nature, size, duration of any K-9 Unit mobilization. This will be done in consultation with the Chief of Police/Agency Contact or his/her designee.

4. Command

The K-9 Unit deployment will be commanded by a member of the Pierce County Sheriffs Department. Operational direction for the unit will come from the person in command at the scene of the incident. However, the Chief of Police/Agency Contact or his designee will have authority to discontinue the deployment.

5. Information Available to Chief

The K-9 Unit will be deployed in conjunction with units of the requesting agency. The report generated by the K-9 Unit deployed will be available to the requesting agency.

6. Community Liaison

The Pierce County Sheriffs Department and the City Police Department/Agency 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 Sheriffs Department shall assume responsibility for damage to equipment and any injury to dog which occurs co-incident to the mobilization and deployment; 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 K-9 deployment (e.g. broken fences) shall be the responsibility of the Pierce County Sheriffs Department.

Liability arising from deployment of the K-9 unit including dog bites will be shared by Pierce County and the requesting agency.

8. Media

The Public Information Officer of the Pierce County Sheriffs Department shall be the contact person for handling news media inquiries 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 /Agency Contact or his/her designee. When the unit is no longer deployed, responsibility for news media contact will rest with the Chief of Police/Agency Contact unless the Chief requests and the Sheriff approves that the Sheriff Department Public Information Officer will continue as liaison.

Marine Services Unit

1. Criteria for Mobilization

The Chief of Police/Agency Contact or his/her designee shall have the authority to request a Marine Services 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 or his/her designee determines, based on information received and other conditions (e.g. weather), that mobilization would create undue danger or would not serve a bona fide law enforcement purpose related to standard use of the Marine Services Unit.

2. Mobilization

The Marine Services Unit supervisor 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/Demobilization

The Marine Services Unit supervisor shall have the sole authority to determine the nature, size and duration of any Marine Services Unit mobilization. This will be done in consultation with the Chief of Police/ Agency Contact or his/her designee.

4. Command

The Marine Services 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/Agency Contact or his/her designee will have authority to discontinue the deployment.

5. Information Available to Chief or Agency Contact

The supervisor of the Marine Services Unit shall be expected to periodically inform the Chief of Police/Agency Contact 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 Sheriffs Department and the Town Police Department/Agency 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 Sheriffs Department shall assume responsibility for damage to its 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 Marine Services Unit shall 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 inquiries during the course of the mobilization while the Marine Services Unit is deployed. This contact will be made, whenever possible, after consultation with the Chief of Police/Agency Contact or his/her designee. When the unit is no longer deployed, responsibility for news media contact will rest with the Chief of Police/Agency Contact unless the Chief/Contact requests and the Sheriff approves that the Sheriff Department Public Information Officer will continue as liaison.

Dive Team

1. Criteria for Mobilization

The Chief of Police/Agency Contact or his/her designee shall have the authority to request a Dive 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 determines, based on information received and other conditions, that mobilization would create undo danger or not serve as a bona fide law enforcement purpose related to standard use of the Dive Team.

2. Mobilization

The Dive Team Commander 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 Dive Team Commander, or his/her designee shall have the sole authority to determine if a deployment is no longer productive or if the deployments' risks outweigh the benefit of the operation. When possible, this decision will be done in consultation with the Chief of Police/Agency Contact or his/her designee. The Chief of Police/Agency Contact or his/her designee may likewise make the decision to terminate the deployment of the Dive Team and may do so irrespective of reason.

4. Command

The Dive 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/Agency Contact or his designee will have authority to discontinue the deployment.

5. Information Available to Chief or Agency Contact

The Dive Team Commander, or his/her designee, shall be expected to periodically inform the Chief of Police/Agency Contact or his/her designee of the progress of the operation to the extent it is practical in light of communications available and tactical considerations.

6. Community Liaison

The Pierce County Sheriffs Department and the City Police Department/Agency 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 Dive Team shall be the responsibility of Pierce County.

The jurisdiction requesting Dive Team response shall be responsible for any cost involved in providing meals, lodging, or the mobilization of the Dive Team.

8. Media

The Public Information Officer of the Pierce County Sheriff's Department shall be the contact person for handling news media inquiries during the course of the mobilization while the Dive Team is deployed. This contact will be made, whenever possible, after consultation with the Dive Team Commander and/or the Chief of Police/Agency Contact or his/her designee.

When the unit is no longer deployed, responsibility for news media contact will rest with the Chief of Police/Agency Contact unless the Chief/Agency Contact requests and the Sheriff approves that the Sheriff Department Public Information Officer will continue as liaison.

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/Agency contact 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/Agency Contact 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/Agency Contact 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/Agency Contact 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 Sheriffs Department and the Town Police Department/Agency 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 Sheriffs 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/Agency Contact.

8. Media

Media relations on major criminal investigations will be jointly handled by the Chief/Agency Contact 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/Agency Contact or his/her designee.

Internal Affairs

1. Criteria for Requesting an Internal Affairs Investigation or Assistance in conducting an Internal Investigation

The Chief of Police/Agency Contact or his/her designee shall have the authority to request an Internal Affairs investigation by contacting the IA Supervising Lieutenant or designated Detective Sergeant in the absence of the Lieutenant to make a formal written request documenting the justification and reason for the request.

2. Mobilization

The Sheriff or his/her designee in conjunction with the IA Investigations Supervisor shall have the sole authority to determine the nature, size, duration and configuration of any investigation. (See the Sheriff's Department Lexipol Policy regarding Internal Investigations Procedures)

3. Authority for Completion of an Investigation

The Sheriff or his/her designee shall be the sole authority in determining if an investigation is no longer productive, is completed to meet the standards accepted by the Sheriff's Department. When possible, this decision will be done in consultation with the Chief of Police/Agency Contact or his/her designee, who may likewise make a decision to accept the investigatory files as presented by the Internal Affairs Unit.

4. Conclusion of Investigation

The Internal Investigations Unit will provide documentation of their investigation in a timely manner to the Chief of Police/Agency Contact or his/her designee to include all data and investigative summaries. Internal Affairs does not provide a recommendation based on the data. That responsibility is the sole responsibility of the agency requesting the investigation.

5. Information Available to Chief of Police/Agency Contact

The supervisor of the Internal Affairs Unit shall periodically inform the Chief of Police/Agency Contact or his/her designee of progress in the investigation and time line for conclusion

6. Miscellaneous Costs

The Pierce County Sheriffs Department shall assume responsibility for costs arising from the investigation for normally incurring actions such as transcriptions, recordings and investigative field work.

7. Media

The Public Information Officer of the Pierce County Sheriff's Department shall be the contact person for handling news media inquiries during the course of the investigation. This contact will be made, whenever possible, after consultation with the Chief of Police/Agency Contact or his/her designee. When the IA unit is no longer involved, responsibility for news media contact will remain with the Chief of Police/Agency Contact unless the Chief/Agency Contact requests and the Sheriff approves that the Sheriff's Department Public Information Officer will continue as liaison.