INTERLOCAL COOPERATION AGREEMENT FOR MULTIJURISDICTIONAL TACTICAL RESPONSE TEAM

WHEREAS, incidents of a serious criminal or emergent nature often require officers with specialty training and equipment in excess of what an individual law enforcement agency can reasonably provide on its own; and

WHEREAS, these incidents can often be effectively resolved via the cooperation and collective effort of multiple jurisdictions;

NOW, THEREFORE, THIS AGREEMENT is made under the Interlocal Cooperation Act (Chapter 39.34 RCW) and the Mutual Aid Peace Officers Powers Act (chapter 10.93 RCW) between the Cities of Bonney Lake, Fife, Milton, Orting, Puyallup, and Sumner (the "Signatory Agencies"). Through this agreement, the Signatory Agencies agree to provide mutual aid and support for a multijurisdictional Tactical Response Team ("TRT") as provided herein.

Section 1. Definitions

For the purposes of this Agreement and all exhibits attached hereto the following terms, phrases, words and their derivations shall have the meanings given herein. Words not defined shall be given their common and ordinary meaning. The word "shall" is always mandatory and not merely directory.

A. **Call Out** means any use or mobilization of The Tactical Response Team following the request of the Chief Law Enforcement Officer of any Signatory Agency pursuant to the terms of this Agreement.

B. **Chief Law Enforcement Officer** means the director of public safety or police chief.

C. **Host Agency** means the Signatory Agency designated to maintain a single TRT operational budget.

D. **Incident Commander** means the representative appointed by the agency with primary geographic/territorial jurisdiction to serve as the overall commander of the TRT during the callout.

E. **Oversight Committee ("OC")** means the Executive Board composed of the Chief Law Enforcement Officer (or his/her designee) from each of the Signatory Agencies.

F. **Primary Geographic or Territorial Jurisdiction** means the territorial boundaries of the city, town, or other public agency or unit of local government in which a law enforcement agency is authorized to act. Such jurisdiction includes the definition contained in RCW 10.93.020, as now enacted or here after amended.

G. **Primarily Responsible Agency** means the law enforcement agency within whose local geographic or territorial jurisdiction a call out occurs, if it occurs within a Signatory Agency jurisdiction. If the call out takes place outside the geographic or territorial jurisdiction of a Signatory Agency, then the term shall mean the Signatory Agency who requested the call out.

H. **Requesting Agency** means a law enforcement agency that has requested assistance from the TRT.

I. **Signatory Agency** means a city or town that is a signing party to this Interlocal Agreement.

J. **Team Commander** means the individual responsible for directing the tactics and deployment of the TRT during callouts.

K. **Tactical Response Team ("TRT")** means a team of individual law enforcement officers, drawn from the Signatory Agencies, qualified by training and expertise to perform the tasks of a "Tactical Response Team" as defined in the Tactical Response and Operations Standard for Law Enforcement Agencies, published by the National Tactical Officer's Association. TRT also includes a negotiator team composed of individual law enforcement officers, also drawn from the Signatory Agencies, qualified by training and expertise to perform the tasks of Negotiator.

Section 2. Objective

The primary objective of the Tactical Response Team is to respond effectively and appropriately to emergencies, major incidents and/or major law enforcement operations that create, or have the potential to create, significant and higher safety risk for public safety personnel and the public.

Section 3. Governance of the Tactical Response Team

A. **Executive Board - Oversight Committee:** The management and affairs of the Tactical Response Team operating under this Agreement shall be governed by an Executive Board, known as the Oversight Committee ("OC"). The OC is composed of one representative member, consisting of the Chief Law Enforcement Officer or his/her designee, from each Signatory Agency.

B. **Chair of the OC**: The OC shall elect a Chair by majority vote at its first meeting. The Chair shall serve a 2-year term, after which the OC will hold another vote to elect a Chair for the next 2-year term. There is no limit to the number of terms an individual may serve as Chair. The Chair shall be responsible for leading discussion, preparing an agenda, and generally overseeing the operation of the OC, but has no additional voting authority as a result of his/her role as Chair.

C. **Normal Voting**: Each member of the Oversight Committee shall have one vote for all committee decisions on which a vote is required or taken. Except in emergency circumstances as outlined below, voting shall only be allowed in-person, at a properly-scheduled OC meeting. No absentee, proxy, electronic, or telephonic voting shall be allowed. All decisions, except those related to the TRT Policy and Procedures Manual, shall be made by simple majority vote of OC members appearing at the meeting during which the vote is taken. All decisions regarding changes to the TRT Policy and Procedures Manual will require a unanimous vote from all OC members.

D. **Emergency Voting:** If the Chair determines a vote is required on an emergency matter, and that the vote must take place sooner than a meeting can reasonably be scheduled, the Chair may call for a vote via email. In such a circumstance, the Chair must send an email with each member of the OC copied. The email shall (1) describe the background and nature of the issue, (2) describe the reasoning for calling an electronic vote, and (3) clearly state the motion presented for a vote. Each OC member shall have 24 hours to respond to the email and indicate their vote on the matter. A member's vote should clearly and unequivocally state whether it is in favor or against the motion. The motion shall only pass if, at the end of the 24-hour period, a majority of the OC members have voted in favor.

E. **Quorum**: No vote shall take place at any meeting unless a majority of the Oversight Committee is present.

F. **OC Adopts Policies/Procedures**: The OC may, at its discretion, adopt policies, procedures and regulations applicable to the TRT's operations and structure, consistent with best practices. In addition, the OC may adopt standards for qualification and selection to the Team, and subsequent training required for continued participation on the Team.

1. Any policies and procedures adopted by the OC must be signed by each OC member and the Chief Law Enforcement Officer of each Signatory Agency if someone other than the Chief Law Enforcement Officer is that agency's representative on the OC.

2. Following the adoption, modification, or removal of any policy or procedure, the OC shall forward notice of the change to each Signatory Agency, along with an updated copy of the applicable policy/procedure/regulation, if applicable.

G. **Meetings and Attendance**: At minimum, the OC shall meet once a quarter. Each meeting shall be scheduled at least 30 days in advance, except in extenuating circumstances. Scheduling shall be coordinated by the Chair of the OC, who shall make every effort to ensure the meetings occur at times convenient for all members. Each member shall make all reasonable efforts to attend regularly-scheduled OC meetings in person. As indicated in section 3.C, no absentee, proxy, electronic, or telephonic voting shall be allowed except as outlined in section 3.D above.

Section 4. Operation of the Tactical Response Team

A. **Governing Policies and Procedures:** During a callout, members of the TRT will be governed by, and act in accordance with, the TRT policies and procedures approved by the OC. To the extent the policies/procedures/regulations of the TRT conflict with those of the individual jurisdictions, the TRT versions will apply to all TRT activities.

B. **Team Structure:** The goal of the TRT is to have an initial sixteen (16) operators and two (2) Team Commanders.

1. Tactical Personnel: The TRT shall be comprised of the following number of members from the Signatory Agencies. It is understood and intended the number and distribution of personnel may be adjusted at a later time by a vote of the Oversight Committee.
   - Puyallup: 8 team members plus 2 team commanders
   - Bonney Lake: 2 team members
   - Fife: 2 team members
   - Sumner: 2 team members
   - Milton: 1 team member
   - Orting: 1 team member

2. Negotiators: The TRT shall include a negotiator element. The composition and structure of the negotiator element shall be left to the discretion of the OC.

3. Vacant Positions: When subsequent attrition occurs in the TRT, vacancies shall be filled based on criteria and processes approved by the OC.

4. Team Commander – Selection and Term: The OC shall select two (2) Team Commanders by majority vote. Each individual selected as Team Commander shall agree to serve in the position for at least three (3) years. Following the expiration of the 3-year term, the OC may determine to extend the term of one or both Team Commanders for a longer period of time. The OC may extend the term of one or both Team Commander/s for a fixed period of time, or may allow one or both Team Commander/s to continue in the role/s indefinitely.

   The OC may, by majority vote, replace one or both Team Commanders for any reason.

   The OC shall determine the qualifications for the position of Team Commander, and the method by which team members may be nominated and/or considered for each position.

C. **Incident Commander – Role and Authority**: For every TRT activation/callout, an Incident Commander shall be appointed by the Primarily Responsible Agency. The Chief Law Enforcement Officer of the Primarily Responsible Agency shall notify the Team Commander of the individual being appointed as Incident Commander for that activation/callout.

The Incident Commander holds final authority for all aspects of a TRT activation/ callout, including developing incident objectives, managing all incident operations, application of resources, and responsibility for all persons involved in the incident.

D. **Team Commander – Role and Authority:** The Team Commander reports to, and is under the direct command of, the Incident Commander at any TRT activation/callout. The Team Commander shall be responsible for the tactical application of TRT personnel and resources to accomplish the objectives established by the Incident Commander.

E. **Primary/Secondary Team Commander Selection and Authority**: For each TRT activation/callout, one of the Team Commanders shall be identified as the primary Team Commander. The primary Team Commander shall have the authority of the Team Commander for that activation/callout. The Team Commander not identified as the primary will provide advice and support to the primary Team Commander.

The OC shall adopt a method or process by which the primary Team Commander is selected for each activation/callout, and shall notify the Team Commanders of that method or process. The Team Commanders shall abide by the method or process established by the OC, unless and until the OC approves an alternative method or process.

Section 5. Activations/Call Outs

A. **Request For Assistance:** In the event that the Chief Law Enforcement officer of a Signatory Agency (or his/her designee in times of his/her absence) determines the Signatory Agency has a need for the services of the TRT, he/she shall contact one of the Team Commanders and make the request for assistance. He/she shall provide any relevant information requested by the Team Commander/s.

B. **Acceptance/Denial – Response – Withdrawal:** The Team Commander(s) shall determine whether the request for assistance is within the scope of the capabilities of the TRT based on criteria outlined in the NTOA Manual. The Team Commander(s) shall have the authority to deny the request for assistance. If the Team Commander(s) determine the TRT will respond to the request, the Team Commander(s) shall determine the number and type of TRT personnel, equipment, and other resources needed. The Team Commander(s) shall have the authority to withdraw the TRT from any incident at any time he/she determine/s the incident no longer fits within the scope of the TRT.

C. **Emergency Withdrawal of Single Agency From Activation/Callout**: The Chief Law Enforcement officer of a Signatory Agency, or his/her authorized representative, may withdraw all of that agency's personnel/services from an activation/callout if an emergency, major incident, or major crime event occurs within that jurisdiction that requires additional personnel to safely and appropriately resolve. In general, however, each Signatory Agency shall direct TRT members in its employ to respond to an activation/callout as promptly and fully as possible. Withdrawal of a Signatory Agency from an incident shall not affect that agency's financial responsibilities for any cost incurred by the TRT during the incident.

Section 6. Budgeting and Cost-Sharing

A. **Host Agency**: For purposes of general administration, the OC shall designate one (1) Signatory Agency as the Host Agency. The Host Agency will be responsible for maintaining the budget approved by the OC, as well as all budget-related records and receipts.

B. **Annual Operating Budget**

1. By June 1 of each year, the Team Commanders shall submit a proposed annual budget to the OC. The budget should include all reasonably-anticipated training, equipment, and other operational costs for the following calendar year. The OC will consider the proposed budget at its next regularly-scheduled meeting.

2. By December 31 of each year, the OC shall adopt a proposed budget for the following calendar year by majority vote. The budget should include all reasonably-anticipated training, equipment, and other operational costs for the following calendar year. Once adopted, that budget will be the official budget of the TRT for the relevant calendar year, subject to change only by a majority vote of the OC.

3. Each Signatory Agency hereby agrees to be liable for its proportional share of any OC-approved annual budget. Each member of the OC shall be responsible for submitting his/her agency's proportional share of the budget to his/her agency's budgeting process, and ensuring payment for that share is deposited into the account maintained by the Host Agency.

C. **Proportional Share of Operational Costs**: The share of the annual TRT budget for which each Signatory Agency will be responsible is equal to the percentage of each Signatory Agency's population to the total population of all Signatory Agencies, per the most recent Washington Office of Financial Management (OFM) estimate as of December 1 of the calendar year prior to which the budget applies. The percentage of each Signatory Agency's share shall be calculated to two decimal points (i.e., 1/100th of one-percent, without rounding). Any added amount necessary to bring the total to 100% after tabulation shall be added to the share of the Signatory

Agency with the largest population.

D. **Certain Costs/Expenses Not Shared**: The following costs/expenses of participation in the TRT are to be borne solely by the individual Signatory Agency to which the cost accrues

1. Regular pay and benefits for any Team Member;

2. Overtime pay for any Team Member;

3. The cost of outfitting an individual Team Member for participation on the team, including uniform, boots, gloves, helmet, other clothing-type items, individual weapon, and weapon-related accessories (suppressors, scopes, etc.);

4. Fuel for agency vehicles used to transport a Team Member to/from a call out;

5. Damage, including wear and tear, on agency-owned vehicles not used exclusively for TRT operations (*i.e.*, patrol cars, etc.);

E. **Training Costs**: Costs for TRT-specific training for Team functions shall be included in the annual operational budget. The Team Commander shall have the authority to coordinate and schedule training within the budget, and approve any requests for TRT-specific training submitted by Team Members. Unless otherwise approved by the OC, individual training for Team Members shall be the sole responsibility of the Signatory Agency that employs that Team Member.

F. **Emergency Expenses**. If, during an incident to which the TRT has responded, the Team Commander determines an emergency expense is necessary to the continued participation of the TRT, the Team Commander shall inform the Incident Commander of the necessary expense and the basis therefore. The Incident Commander shall authorize or decline the expense. If the Incident Commander authorizes the expense, payment of that expense shall be the sole responsibility of the Signatory Agency employing the Incident Commander.

G. **Consumables Used During a Callout**: The cost to replace consumable goods/equipment used during a particular activation/callout shall be the sole responsibility of the Requesting Agency for that activation/callout. Perishable goods/equipment includes, but is not limited to, explosives, ammunition, first aid supplies, and so on. Within a reasonable amount of time after the callout, the OC shall provide the Requesting Agency an accounting of any and all consumable items for which TRT is seeking reimbursement, and the Requesting Agency shall remit payment to via the Host Agency with a reasonable time after receiving the accounting.

H. **Funds Remaining at End of Budget Cycle**: Signatory Agencies agree that any money left over from any calendar year shall remain in the TRT general account to

supplement/augment continuing TRT operations. Signatory Agencies shall provide a record of all direct and other costs to the Host Agency.

I. **Audit Rights of Signatory Agencies:** Each Signatory Agency shall have the right to conduct an audit of the TRT budget and account/s at any time.

J. **Annual Report:** An annual report of all TRT activities during a calendar year shall be provided to each Signatory Agency by April 1 of the following calendar year. This report shall include the following:

1. A tabulation of the number and nature of call outs and any other Team activity; and

2. A tabulation of the personnel and respective jurisdiction at each call out; and

3. A summary of the command positions assumed by personnel and their respective jurisdiction at each call out, including Incident Commander, Team Commanders, etc.; and

4. A summary of any policy changes and the inclusion of a copy of the signed policy; and

5. A copy of all completed risk matrixes, regardless of whether a TRT call out resulted; and

6. A copy of the operational budget.

Section 7. Claims – Notice and Processing

A. **Notice of Claim**: In the event a claim is filed against a Signatory Agency or its employees for actions arising from their conduct on behalf of the TRT, the Signatory Agency shall promptly notify the other Signatory Agencies that the claim has been initiated. Any documentation, including the claim or legal complaints, shall promptly be provided to each Signatory Agency.

B. **Designation of Lead Jurisdiction**: There shall be a lead jurisdiction for processing any claim filed with a Signatory Agency for alleged damages/injuries that occur as a result of TRT activities. The lead jurisdiction shall be the jurisdiction that served as the Primarily Responsible Agency for the incident during which the action subject to the claim took place. If the claim involves acts/omissions that did not occur during a TRT call out, the lead jurisdiction shall be the jurisdiction that employs the individuals whose actions/omissions serve as the basis for the claim. If allegations are made against more than one Signatory Agency, or the employees of more than one Signatory Agency, the OC shall determine the lead jurisdiction for a claim by majority vote.

C. **Assistance Responding to Claims**: All TRT personnel shall assist the lead jurisdiction, and anyone working on behalf of that jurisdiction with regard to any claim, in responding to the claim and providing relevant records. These records shall include, but are not limited to, incident reports, notes, transcripts, photos, evidence logs, recorded statements, documents from emergency dispatch centers, and warrants from all jurisdictions that participated in the action subject to the claim. Whenever necessary, the Team Commander/s shall assist in coordinating the provision of any records, and communications with any Team Member.

D. **Claims of $7,500 or Less**

1. Lead Jurisdiction Responsibilities: The lead jurisdiction shall be responsible for gathering records relating to the claim. The lead jurisdiction shall provide records to its insurance provider or risk-pooling organization, and shall assist the same in assessing liability for acts associated with the claim. The lead jurisdiction shall notify the other jurisdictions of any determinations as to payment of the claim. In determining whether a claim should be paid, the lead jurisdiction and its insurance provider or risk-pooling organization shall, at a minimum, consider the potential legal defenses to the claim and the costs of defending the claim.

2. Payment of the Claim - Apportionment of Payment: The lead jurisdiction, with the assistance of its insurance carrier or risk-pooling organization, shall determine whether payment of the claim would be in the best interest of the Signatory Agencies. In the event the lead jurisdiction determines payment of a claim of $7,500 or less is appropriate, such determination shall be final and binding upon the other Signatory Agencies, and payment shall be apportioned equally among all Signatory Agencies. The lead jurisdiction shall provide full payment to the claimant, and the remaining Signatory Agencies or their insurers shall reimburse the lead agency for their respective shares. Prior to the payment of any claim, and as a condition of such payment, the lead jurisdiction shall obtain from the claimant a complete and total release of liability on behalf of all Signatory Agencies and each and every officer, agent, or volunteer of those agencies.

3. Denial of the Claim: In the event the lead jurisdiction determines payment of the claim would not be in the best interest of the Signatory Agencies, the lead jurisdiction shall notify the other Signatory Agencies, and that determination shall be binding on the other Signatory Agencies; PROVIDED, another Signatory Agency that determines payment is appropriate may pay such claim in full, but shall not be entitled to any reimbursement from the other Signatory Agencies.

E. **Claims over $7,500**: The lead jurisdiction shall coordinate communication among all Signatory Agencies to discuss any claim over $7,500, and to determine, with input from the involved insurance carriers or risk-pooling organizations, the appropriate manner in which to respond to such a claim. This communication may occur in

person, by phone, or by email where appropriate.

Section 8. Litigation - Process – Cost Sharing

A. **General Intent**: It is the intent of the Signatory Agencies to provide and receive services of the TRT without the threat of liability to one another, and to fully cooperate in the defense of any claims or lawsuits arising out of or connected with any TRT action. It is the intent of the Signatory Agencies that they share equally in the financial burden of litigation regarding TRT activities. The costs to be equally shared include, but are not necessarily limited to, costs of defense, compensatory damages, and any attorney's fees awarded. The Signatory Agencies intend this cost-sharing to apply in all circumstances, regardless which Signatory Agency employs any individual team members whose actions or omissions are at issue in the litigation. The remainder of the liability-sharing portion of this agreement should be interpreted consistent with this intent.

B. **Notification to Other Signatory Agencies**: In the event a Signatory Agency is served with a lawsuit alleging any act or omission by any Team Member, Team Commander, or Signatory Agency, undertaken on behalf of the TRT, that Signatory Agency shall provide timely notice and documentation of the lawsuit to each of the other Signatory Agencies. The Signatory Agency that initially receives the lawsuit shall also schedule a meeting with all Signatory Agencies to discuss the lawsuit and to determine, with input from the insurer for each Signatory Agency, the appropriate manner in which to respond to and/or defend the lawsuit. Nothing in the Agreement shall be deemed a waiver by any Signatory Agency of the requirements set forth in Chapter 4.96 RCW, and the fact that a Signatory Agency provides notice or copies of a claim to another jurisdiction shall not constitute a waiver of the requirement that a party who files suit against a jurisdiction first file a claim with the jurisdiction in accordance with Chapter 4.96 RCW. Moreover, nothing in this Agreement shall be deemed acceptance of service of a lawsuit, and the fact that a Signatory Agency provides notice or copies of a lawsuit to another jurisdiction shall not be deemed adequate service of such lawsuit.

C. **Costs of Defense**: The cost of defense of any claim brought against any Signatory Agency or its employees for any act or omission undertaken on behalf of the TRT shall be shared equally among the Signatory Agencies. The Signatory Agencies recognize this equal sharing of liability is different than the proportional sharing of budgeted expenses described above. This equal sharing of litigation costs shall apply regardless whether any Signatory Agencies are represented jointly.

D. **Joint Representation Encouraged**: In the event of litigation against a Signatory Agency or its employees for any act or omission undertaken on behalf of the TRT, the Signatory Agencies are encouraged to select a single attorney to coordinate and conduct the defense. The Signatory Agencies recognize that joint representation improves access to records and personnel, improves communication among agencies and personnel, and minimizes the overall costs of defense. It is generally intended

that Signatory Agencies and their employees will agree to joint defense, except in cases of bona fide conflict, as described in the next section.

E. **Conflict Counsel – Cost-Sharing**: In the event any attorney retained to represent any individual of Signatory Agency in any TRT-related litigation determines conflict counsel should be appointed for any individual or Signatory Agency, that individual or Signatory Agency shall be entitled select their own conflict counsel, with the input of the relevant insurance carrier or risk-pooling organization. The costs of any conflict counsel shall be shared equally among the Signatory Agencies.

F. **Dismissal From Lawsuit – Continued Cost-Sharing**: In the event a Signatory Agency or its employee/s is/are successfully withdrawn or dismissed from a lawsuit, that Signatory Agency shall nonetheless be required to pay its equal share of any subsequent and continued litigation costs.

G. **Settlement – Procedure - Effect**

1. Settlement Procedure: Any Signatory Agency receiving a settlement offer or demand in any action or proceeding arising from TRT activity shall immediately notify the other Signatory Agencies of that offer/demand, including the particulars thereof. Such Signatory Agency shall consult with the other Signatory Agencies and their insurance carrier/s or risk-pooling organization/s prior to making any settlement decision.

2. Individual Settlement Decisions Discouraged: It is the intent of this Agreement that the Signatory Agencies act in good faith on behalf of each other in conducting settlement negotiations on liability claims or lawsuits so that, whenever possible, all Signatory Agencies agree with the settlement costs or, in the alternative, that all Signatory Agencies reject settlement demands and agree to go to trial and share in any litigation costs going forward.

3. Individual Settlement Decision – Settlement Costs Not Shared: Any Signatory Agency entering into settlement with a claimant/plaintiff without ending the liability of all other Signatory Agencies and their employees shall not be entitled to contribution from the other Signatory Agencies for the amount of that settlement.

4. Individual Settlements – Continued Litigation Costs Shared: Any Signatory Agency entering into settlement with a claimant/plaintiff without ending the liability of all other Signatory Agencies and their employees shall remain responsible for an equal share of any costs/expenses for any continued litigation against other Signatory Agencies and/or their employee/s.

H. **Liability Sharing – Non-Punitive Damages**: Excluding any award of punitive damages, liability for the actions or omissions of any individual or Signatory Agency, imposed as a result of their participation in the TRT or their employment,

shall be shared equally among all Signatory Agencies. The costs and expenses to be shared equally include, but are not limited to, any settlement of any claim for damages, fines, costs and expenses, awards, and attorney's fees (including costs of defense). These costs and expenses shall be shared equally regardless of which Signatory Agency or employee the action is brought against, regardless of which Signatory Agency or employee is ultimately responsible for the conduct, regardless of the number of Signatory Agencies named in the lawsuit or claim, and regardless of the number of officers from each Signatory Agency named in the lawsuit or claim.

I. **Liability – Punitive Damages**: In the event punitive damages are awarded against any individual or Signatory Agency as a result of any action or omission occurring on behalf of the TRT, no other Signatory Agency shall be liable for any portion of such award. Any decision by a Signatory Agency to indemnify its officer/s or employee/s for any award of punitive damages will have no effect on the contribution owed by any other Signatory Agency.

J. **Payment of Costs/Awards – Reimbursement**: In the event any Signatory Agency fails to timely provide payment of its equal portion of any shared costs/expenses outlined above, any other Signatory Agency may choose to pay the non-paying Signatory Agency's share. The Signatory Agency that failed to pay shall then be liable to the Signatory Agency that paid the share, plus any attorney's fees incurred in the collection of said monies from the non-paying Signatory Agency.

K. **Hold Harmless**: The Signatory Agencies express their intent that no legal cause of action shall be brought by one Signatory Agency against any other Signatory Agency as a result of any TRT-related activity, except to enforce the cost- and liability-sharing provisions of this Agreement. Therefore, each Signatory Agency agrees to hold harmless and indemnify the other Signatory Agencies from any loss, claim or liability arising from the actions or inactions of its officers and employees or each other as related to any TRT activity, except as expressly outlined in this Agreement.

L. **Insurance – Effect on Agreement**: The failure of any insurance carrier or self-insured pooling organization to agree to or follow the terms of this section shall not relieve any individual Signatory Agency from its obligations under this Agreement.

Section 9. Insurance Coverage Required

The Signatory Agencies shall, to the best of their ability, coordinate their liability insurance coverage and/or self-insured coverage to the extent possible to fully implement and follow the agreement set forth herein. However, the consent of any liability insurance carrier or self-insured pool or organization is not required to make this agreement effective as between the Signatory Agencies, and the failure of any insurance carrier or risk-pooling organization to agree or follow the terms of this provision on liability shall not relieve any Signatory Agency from its obligations under this agreement.

Section 10. Employment

Except as provided herein, all public safety personnel are deemed to be continuing employment for their respective employers when activated as members of the TRT. Each Signatory Agency shall be solely and exclusively responsible for the compensation and benefits for those personnel. All rights, duties, and obligations of the employer and the employee shall remain with that Signatory Agency. Each Signatory Agency shall be responsible for ensuring compliance with all applicable laws regarding employees, and with provisions on any applicable collective bargaining agreements, civil service rules regulations, and its own disciplinary policies and procedures.

Section 11. Press Releases

Signatory Agencies to this agreement will coordinate any press releases relating to TRT activities only through the Primary Responsible Agency in an effort to fully and fairly acknowledge the contributions of participating agencies and with due regard for the integrity of the operations and the safety of officers.

Section 12. Authorized Staff

The Signatory Agencies to this agreement shall provide the names and phone numbers of staff who have the authority to commit manpower and/or equipment to any TRT activation/callout.

Section 13. Prisoner Transportation

Transportation of arrestees will be coordinated by the Incident Commander.

Section 14. Injury Benefits

Whenever any commissioned officer of a Signatory Agency is injured while acting pursuant to this agreement, even though such injury may have occurred while the officer was under the direction of a Signatory Agency which was not the employer of the injured officer at the time of such injury, such officer and/or his/her dependents shall receive from that Officer's employer the same benefits which such officer would have received had said officer been acting under the immediate direction of said officer's employer and within said employer's jurisdiction.

Section 15. Severability

Should any clause, phrase, sentence or paragraph of the Agreement or its application to any party or circumstance be declared invalid or void by a court of competent jurisdiction, the

remaining provisions of this Agreement and/or their application to other parties and circumstances, not declared invalid or void, shall remain in full force and effect.

Section 16. Term

The minimum term of this Agreement shall be one (1) year, effective upon its adoption by all Signatory Agencies. This Agreement shall automatically extend for consecutive one (1) year terms without action of the legislative bodies of the Signatory Agency jurisdictions, unless and until terminated pursuant to the terms of this agreement.

Section 17. Termination

Any Signatory Agency may withdraw from and terminate participation in under this Agreement upon the giving of thirty (30) calendar days advance written notice of intent to withdraw/terminate to the other Signatory Agencies herein. Withdrawal during any calendar year shall not entitle the withdrawing agency to a reduction or refund with respect to funds budgeted for or otherwise committed with respect to the withdrawing agency for any calendar year. Termination of this Agreement and/or withdrawal of an agency shall not terminate the indemnity or liability of that agency with respect to any incident arising prior to the withdrawal. All terms of this Agreement shall survive the termination of this Agreement with respect to any cause of action, claim or liability arising on or prior to the date of termination.

1. In the event that Signatory Agency withdraws from and terminates participation under this Agreement, property that was provided by that Signatory Agency pursuant to the terms and conditions of this Agreement, including but not limited to vehicles, equipment, firearms, ammunition and explosives, shall belong to and shall be returned to that Signatory Agency.

2. Items that were jointly purchased through the TRT general operating budget will continue to remain with and be available for use by the TRT until such time that this Agreement is terminated in its entirety, at which time items that were jointly purchased by the Signatory Agencies will be divided among the Signatory Agencies in proportion to the number of Team Members each Agency contributes to the Team under the Agreement as of the date of termination.

Section 18. Contract Administration

The Signatory Agencies do not, by this Agreement, intend to create any separate legal or administrative entity. The Signatory Agencies will cooperatively work together to further the intent and purpose of this agreement. The Chief Law Enforcement Officer from the Signatory Agencies shall be responsible for administering the terms of this agreement.

Section 19. Extent of Agreement

This agreement contains the complete understanding of the Signatory Agencies regarding the subject matter of this agreement.

Section 10. Authorization

By resolution or ordinance or otherwise pursuant to law, the governing bodies of the Signatory Agencies listed below have authorized their respective designated officials to execute this agreement on their behalf. This agreement may be executed by counterparts and if so, shall be deemed valid as if each designated official had signed the original.

CITY OF MILTON

By: _____ Date: 6-18-19
Shanna Styron-Sherell, Mayor

As To Form: _____ Date: _____
Print Name: _____
Milton City Attorney

CITY OF MILTON

By: _____ Date: 6-18-19
Shanna Styron-Sherell, Mayor

As To Form: _____ Date: 6-18-19
Print Name: _____
Milton City Attorney