

**RESOLUTION NO. 4167**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, APPROVING AND AUTHORIZING THE AMENDED INTERLOCAL COOPERATION AGREEMENT REGARDING THE VALLEY SPECIAL RESPONSE TEAM – THE OPERATIONAL AGREEMENT**

WHEREAS, the cities of Auburn, Federal Way, Kent, Renton and Tukwila, have, for some years, operated together with the Port of Seattle to respond to special response team needs and in instances requiring a tactical response; and

WHEREAS, in connection with the ongoing operations of these services, the City of Des Moines wishes to join the other municipalities and be a partner with them in the operational agreement for these response team issues; and

WHEREAS, it is appropriate therefore to amend the agreement between the parties to add the City of Des Moines and to modify any provisions that might be warranted in connection with this change.

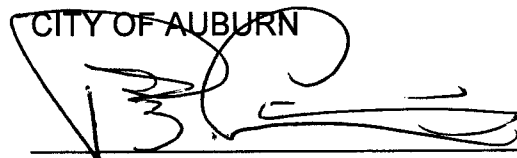
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, HEREBY RESOLVES as follows:

Section 1. That the Interlocal Cooperation Agreement for the Valley Special Response Team – Operational Agreement, which shall be in substantial conformity to the copy which is attached hereto, and the same hereby is, approved and the Mayor and City Clerk are authorized to execute the same on behalf of the City of Auburn.


Section 2. That the Mayor is authorized to implement such administrative procedures as may be necessary to carry out the directives of this legislation.

Section 3. That this Resolution shall take effect and be in full force upon passage and signatures hereon.

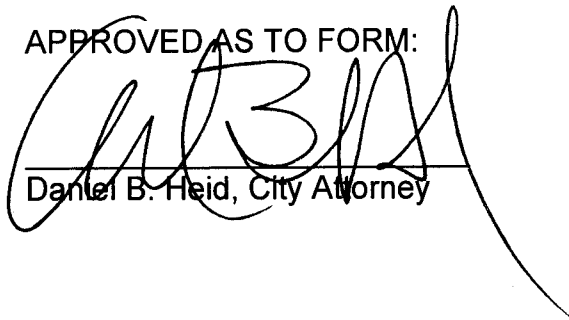
Dated and Signed this 5<sup>th</sup> day of March, 2007.

CITY OF AUBURN  
  
\_\_\_\_\_  
PETER B. LEWIS  
MAYOR

ATTEST:

  
\_\_\_\_\_  
Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Daniel B. Heid, City Attorney

**INTERLOCAL COOPERATIVE AGREEMENT BETWEEN AUBURN, DES MOINES, FEDERAL WAY, KENT, RENTON, TUKWILA, AND THE PORT OF SEATTLE, FOR CREATION OF THE**

**VALLEY SPECIAL RESPONSE TEAM**

**I. PARTIES**

The parties to this Agreement are the Port of Seattle and the municipalities of Auburn, Des Moines, Federal Way, Kent, Renton, and Tukwila, each of which is a municipal corporation operating under the laws of the State of Washington.

**II. AUTHORITY**

This Agreement is entered into pursuant to Chapters 10.93, 39.34, and 53.08 of the Revised Code of Washington.

**III. PURPOSE**

The parties hereto desire to establish and maintain a multi-jurisdictional team to effectively respond to high risk criminal occurrences as described below.

**IV. FORMATION**

There is hereby created a multi-jurisdictional team to be hereafter known as the "Valley Special Response Team" ("SRT"), the members of which shall be the Port of Seattle, and the cities of Auburn, Des Moines, Federal Way, Kent, Renton, and Tukwila. The SRT has been in existence for some time, and this Agreement is being re-entered into in order to admit the City of Des Moines as an SRT member. The future admission or elimination of a jurisdiction as a member of the SRT may be accomplished by an addendum to this agreement.

**V. STATEMENT OF PROBLEM**

King County and the municipalities within the Puget Sound area have experienced increasingly violent criminal confrontations due to, among other reasons, increased gang activity; increased drug abuse, distribution, and manufacturing; increased urbanization; and increased population densities. The ability to safely control, contain, and resolve high risk criminal incidents such as civil disobedience, barricaded subjects, hostage situations, gang member arrests, high risk felony arrests, and narcotic or high risk search warrants has strained the resources of the members' individual police departments.

Law enforcement efforts directed at dealing with these high risk criminal incidents have, for the most part, been conducted by law enforcement agencies working independently. A multi-jurisdictional effort to handle specific high risk criminal incidents, as well as

incidents involving weapons of mass destruction, results in more effective pooling of personnel, improved utilization of municipal funds, reduced duplication of equipment, improved training, development of specialized expertise, and increased utilization/application of a combined special response team. This results in improved services for the citizens of all participating jurisdictions, increased safety for officers and the community, and improved cost effectiveness.

## **VI. TEAM OBJECTIVES**

The individual specialty units from each participating jurisdiction will be consolidated and combined to form the SRT. The SRT shall service each participating jurisdiction. The SRT may also be available to outside law enforcement agencies as provided by chapter 10.93 RCW.

The objective of the SRT is to respond to specific high risk criminal incidents in a manner that provides for the effective use of personnel, equipment, funds, and training. The SRT shall respond as requested by any of the participating jurisdictions and provide a coordinated response to high-risk incidents. As special needs arise, it may be necessary to request from other law enforcement agencies assistance and/or personnel, at the discretion of the SRT Incident Commander and/or the SRT Tactical Commander.

## **VII. DURATION AND TERMINATION**

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

A jurisdiction may withdraw its participation in the SRT by providing written notice of its withdrawal, and serving such notice upon each Executive Board member of the remaining jurisdictions. A notice of withdrawal shall become effective ninety (90) days after service of the notice on all participating members.

The SRT may be terminated by a majority vote of the Executive Board. Any vote for termination shall occur only when the police chief of each participating jurisdiction is present at the meeting in which such vote is taken.

## **VIII. GOVERNANCE**

The affairs of the team shall be governed by an Executive Board ("Board"), whose members are composed of the police chief, or his/her designee, from each participating jurisdiction. Each member of the Board shall have an equal vote and voice on all Board decisions. All Board decisions shall be made by a majority vote of the Board members, or their designees, appearing at the meeting in which the decision is made. A majority of Board members, or their designees, must be present at each meeting for any actions taken to be valid. A presiding officer shall be elected by the Board together with such other officers as a majority of the Board may decide.

The Board shall meet monthly, unless otherwise determined by the Board. The presiding officer, or any Board member, may call extra meetings as deemed appropriate. The presiding officer shall provide no less than forty-eight (48) hours notice of all meetings to all members of the Board; PROVIDED, however, that in emergency situations, the presiding officer may conduct a telephonic meeting or a poll of individual Board members to resolve any issues related to such emergency.

The policies, regulations, and operational procedures in effect pursuant to the previous interlocal agreement shall be in effect without action of the Board and until such time as they are subsequently altered by the Board. The SRT written policies, regulations, and operational procedures shall apply to all SRT operations. Thus, to the extent that the written policies, regulations, and operational procedures of the SRT conflict with the policies, regulations, and operational procedures of the individual jurisdictions, the SRT written policies, regulations, and procedures shall prevail.

## **IX. STAFF**

A Tactical Commander, which shall be a command level officer, shall be appointed annually by the Board to act as the principal liaison and facilitator between the Board and the members of the SRT. The Tactical Commander shall operate under the direction of the presiding officer of the Board. The Tactical Commander shall be responsible for informing the Board on all matters relating to the function, expenditures, accomplishments, training, number of calls that the SRT responds to, problems of the SRT, and any other matter as requested by the Board. The Tactical Commander may be removed by action of the Board at anytime and for any reason, with or without cause.

The Tactical Commander shall prepare monthly written reports to the Board on the actions, progress, and finances of the SRT. In addition, the Tactical Commander shall be responsible for presenting rules, procedures, regulations, and revisions thereto for Board approval.

Each jurisdiction shall contribute six (6) full-time commissioned officers, which shall include at least one (1) Sergeant or other first level supervisor, to be assigned to the SRT. Board approval must be obtained for the jurisdiction to assign less than this staffing requirement. The personnel assigned to the SRT shall be considered employees of the contributing jurisdiction. The contributing jurisdiction shall be solely and exclusively responsible for the compensation and benefits for the personnel it contributes to the SRT. All rights, duties, and obligations of the employer and the employee shall remain with the contributing jurisdiction. Each jurisdiction shall be responsible for ensuring compliance with all applicable laws with regard to employees and with provisions of any applicable collective bargaining agreements and civil service rules and regulations.

The Board may appoint the finance department of a participating jurisdiction to manage the finances of the SRT. Before appointing the finance department of a particular jurisdiction to manage the finances of the SRT, the Board shall consult with the finance department of the jurisdiction and obtain its approval. The duty of managing the

finances of the SRT shall be rotated to other participating jurisdictions at the discretion of the Board.

The Board may, at its discretion, appoint one (1) or more legal advisors to advise the Board on legal issues affecting the SRT. The legal advisor(s) shall, when appropriate or when requested by the Board, consult with the legal representatives of all participating jurisdictions before rendering legal advice.

## **X. COMMAND AND CONTROL**

During field activation of the SRT, an Incident Commander, SRT Tactical Commander, and SRT Team Leader(s) will be designated. The duties and procedures to be utilized by the Incident Commander, the SRT Tactical Commander, and the SRT Team Leader(s) shall be set forth in the standard operating procedures approved by the Board. The standard operating procedures approved by the board may designate other personnel to be utilized during an incident.

## **XI. EQUIPMENT, TRAINING, AND BUDGET**

Each participating jurisdiction shall acquire the equipment of its participating SRT members. Each participating jurisdiction shall provide sufficient funds to update, replace, repair, and maintain the equipment and supplies utilized by its participating SRT members. Each participating jurisdiction shall provide sufficient funds to provide for training of its participating SRT members.

The equipment, supplies, and training provided by each jurisdiction to its personnel participating in the SRT shall, unless otherwise determined by the Board, be equal to those provided by the other participating jurisdictions.

Each member jurisdiction shall maintain an independent budget system to account for funds allocated and expended by its participating SRT members.

The Board must approve any joint capital expenditure for SRT equipment.

## **XII. DISTRIBUTION OF ASSETS UPON TERMINATION**

Termination shall be in accordance with those procedures set forth in prior sections. Each participating jurisdiction shall retain sole ownership of equipment purchased and provided to its participating SRT members.

Any assets acquired with joint funds of the SRT shall be equally divided among the participating jurisdictions at the asset's fair market value upon termination. The value of the assets of the SRT shall be determined by using commonly accepted methods of valuation. If two (2) or more participating jurisdictions desire an asset, the final decision shall be made by arbitration (described below). Any property not claimed shall be declared surplus by the Board and disposed of pursuant to state law for the disposition of surplus property. The proceeds from the sale or disposition of any SRT property, after payment of any and all costs of sale or debts of the agency, shall be equally distributed to those jurisdictions participating in the SRT at the time of dissolution in

proportion to the jurisdiction's percentage participation in the SRT as of the date of dissolution. In the event that one (1) or more jurisdictions terminate their participation in the SRT, but the SRT continues to exist, the jurisdiction terminating participation shall be deemed to have waived any right or title to any property owned by the SRT or to share in the proceeds at the time of dissolution.

Arbitration pursuant to this section shall occur as follows:

- A. The jurisdictions interested in an asset shall select one (1) person (Arbitrator) to determine which agency will receive the property. If the jurisdictions cannot agree to an Arbitrator, the chiefs of the jurisdictions participating in the SRT upon dissolution shall meet to determine who the Arbitrator will be. The Arbitrator may be any person not employed by the jurisdictions that desire the property.
- B. During a meeting with the Arbitrator, each jurisdiction interested in the property shall be permitted to make an oral and/or written presentation to the Arbitrator in support of its position.
- C. At the conclusion of the presentation, the Arbitrator shall determine which jurisdiction is to receive the property. The decision of the Arbitrator shall be final and shall not be the subject of appeal or review.

### **XIII. LIABILITY, HOLD HARMLESS, AND INDEMNIFICATION**

It is the intent of the participating jurisdictions to provide services of the SRT without the threat of being subject to liability to one another and to fully cooperate in the defense of any claims or lawsuits arising out of or connected with SRT actions that are brought against the jurisdictions. To this end, the participating jurisdictions agree to equally share responsibility and liability for the acts or omissions of their participating personnel when acting in furtherance of this Agreement. In the event that an action is brought against any of the participating jurisdictions, each jurisdiction shall be responsible for an equal share of any award for or settlement of claims of damages, fines, fees, or costs, regardless of which jurisdiction or employee the action is taken against or which jurisdiction or employee is ultimately responsible for the conduct. The jurisdictions shall share equally regardless of the number of jurisdictions named in the lawsuit or claim or the number of officers from each jurisdiction named in the lawsuit or claim. This section shall be subject to the conditions and limitations set forth in subsections A through G below.

- A. Jurisdiction Not Involved In SRT Response. In the event that a jurisdiction or its personnel were not involved in the SRT response to the incident that gives rise to a claim or lawsuit, and judgment on the claim or lawsuit does not, in any manner, implicate the acts of a particular jurisdiction or its personnel, such jurisdiction shall not be required to share responsibility for the payment of the judgment or award.
- B. Intentionally Wrongful Conduct Beyond the Scope of Employment. Nothing herein shall require, or be interpreted to require indemnification or

sharing in the payment of any judgment against any SRT personnel for intentionally wrongful conduct that is outside of the scope of employment of any individual or for any judgment of punitive damages against any individual or jurisdiction. Payment of any award for punitive damages shall be the sole responsibility of the person or jurisdiction that employs the person against whom such award is rendered.

- C. Collective Representation and Defense. The jurisdictions may retain joint legal counsel to collectively represent and defend the jurisdictions in any legal action. Those jurisdictions retaining joint counsel shall share equally the costs of such representation or defense.

In the event a jurisdiction does not agree to joint representation, the jurisdiction shall be solely responsible for all attorneys fees accrued by its individual representation or defense.

The jurisdictions and their respective defense counsel shall make a good faith attempt to cooperate with other participating jurisdictions by, including but not limited to, providing all documentation requested, and making SRT members available for depositions, discovery, settlement conferences, strategy meetings, and trial.

- D. Removal From Lawsuit. In the event a jurisdiction or employee is successful in withdrawing or removing the jurisdiction or employee from a lawsuit by summary judgment, qualified immunity, or otherwise, the jurisdiction shall nonetheless be required to pay its equal share of any award for or settlement of the lawsuit; PROVIDED, however, that in the event a jurisdiction or employee is removed from the lawsuit and subsection (A) of this section is satisfied, the jurisdiction shall not be required to pay any share of the award or settlement.

- E. Settlement Process. It is the intent of this Agreement that the jurisdictions act in good faith on behalf of each other in conducting settlement negotiations on liability claims or lawsuits so that, whenever possible, all parties agree with the settlement or, in the alternative, agree to proceed to trial. In the event a claim or lawsuit requires the sharing of liability, no individual jurisdiction shall be authorized to enter into a settlement agreement with a claimant or plaintiff unless all jurisdictions agree with the terms of the settlement. Any settlement made by an individual jurisdiction without the agreement of the remaining jurisdictions, when required, shall not relieve the settling jurisdiction from paying an equal share of any final settlement or award.

- F. Defense Waiver. This section shall not be interpreted to waive any defense arising out of RCW Title 51.

- G. Insurance. 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 jurisdiction from its obligations under this Agreement.



#### **XIV. NOTICE OF CLAIMS, LAWSUITS, AND SETTLEMENTS**

In the event a claim is filed or lawsuit is brought against a participating jurisdiction or its employees for actions arising out of their conduct in support of SRT operations, the jurisdiction shall promptly notify the other jurisdictions that the claim or lawsuit has been initiated. Any documentation, including the claim or legal complaints, shall promptly be provided to each participating jurisdiction.

Any jurisdiction or member who believes or knows that another jurisdiction would be liable for a claim, settlement, or judgment that arises from a SRT action or operation, shall have the burden of notifying each participating jurisdiction of all claims, lawsuits, settlements, or demands made to that jurisdiction. In the event a participating jurisdiction has a right, pursuant to section XIII of this Agreement, to be defended and held harmless by another participating jurisdiction, the jurisdiction having the right to be defended and held harmless shall promptly tender the defense of such claim or lawsuit to the jurisdiction that must defend and hold the other harmless.

#### **XV. PROCESSING OF CLAIMS.**

##### **A. Designation of Lead Jurisdiction.**

There shall be a lead jurisdiction for processing a claim that is filed with and against cities for alleged damages and injuries that occur as a result of SRT activities. The lead jurisdiction shall be the jurisdiction within which the SRT response occurred; PROVIDED, that in the event the jurisdiction within which the SRT response occurred did not participate in the SRT response, the lead jurisdiction shall be the jurisdiction within which the incident that required the SRT response originated. In the event that a jurisdiction that was not involved in the SRT response receives the claim, that jurisdiction shall notify the other jurisdictions in accordance with Section XIV of this Agreement, and shall use its best efforts to determine who is the appropriate lead jurisdiction.

##### **B. Assistance of Tactical Commander.**

The SRT Tactical Commander shall assist the lead jurisdiction in responding to a claim. The SRT Tactical Commander shall be responsible for gathering all records relating to the SRT response. 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 SRT response. The Tactical Commander shall also provide a list of personnel who participated in the response and their contact information. The Tactical Commander shall deliver all copies of the records to the lead jurisdiction promptly upon request.

##### **C. Claims of \$5,000 or Less.**

###### **i. Lead Jurisdiction Responsibilities.**

The lead jurisdiction shall be responsible for working with the Tactical Commander to gather records relating to the SRT response. The lead jurisdiction shall provide records to its insurance provider and shall assist its insurance provider in assessing liability for acts associated with the claim. The lead jurisdiction shall notify the other jurisdictions of any determinations as to liability. In determining whether a claim should be paid, the lead jurisdiction and its insurance provider shall, at a minimum, consider the potential legal defenses to the claim and the costs of defending the claim.

**ii. Liability Determination – Apportionment of Damages.**

The lead jurisdiction, with the assistance of its insurance provider and risk manager, shall determine whether the SRT is liable for damages set forth in a claim, and whether the payment of the claim would be in the best interest of the jurisdictions and/or the SRT. In the event the lead jurisdiction determines that payment of a claim is appropriate, such determination shall be final and binding upon other jurisdictions and payment shall be apportioned equally among all jurisdictions that participated in the SRT response. The insurance provider for the lead jurisdiction shall provide full payment to the claimant, and each jurisdiction that participated in the response shall reimburse the insurance provider for its equal share of such payment.

Prior to the payment of any claim, and as a condition of such payment, the insurance provider providing payment shall obtain from the claimant a complete and total release of liability on behalf of all jurisdictions participating in the SRT and each and every officer, agent, or volunteer of those participating jurisdictions.

In the event the lead jurisdiction determines that the SRT is not liable for damages set forth in a claim or that the payment of the claim would not be in the best interest of the jurisdictions and/or the SRT, the lead jurisdiction shall notify the other jurisdictions of the determination, and such determination shall be binding on the other jurisdictions; PROVIDED, that another jurisdiction that determines that payment is appropriate may pay such claim in full, and shall not seek reimbursement from the other participating jurisdictions.

**iii. Letter From Insurance Adjusters.**

In the event a lead jurisdiction, in conjunction with its insurance provider, determines that payment of a claim is appropriate, the insurance provider shall provide each of the participating jurisdictions with a letter stating the determination and the bases for such determination.

**D. Claims over \$5,000.**

**i. Lead Jurisdiction Responsibilities.**

The lead jurisdiction shall schedule a meeting with all jurisdictions participating in the SRT to discuss the claim and to determine the appropriate manner in which to respond and/or defend the claim. The Board and persons listed in Section XVII of this Agreement shall be notified of the meeting.

**XVI. PROCESSING OF LAWSUITS.**

**A. Notification to Other Jurisdictions.**

In the event a jurisdiction is served with a lawsuit, that jurisdiction shall provide notice and documentation of the lawsuit to each of the other jurisdictions in accordance with Section XIV of this Agreement.

**B. Coordination of Initial Meeting.**

The jurisdiction that initially receives a lawsuit shall schedule a meeting with all of the jurisdictions participating in the SRT to discuss the lawsuit and to determine the appropriate manner within which to respond and/or defend the lawsuit. The Board and persons listed in Section XVII of this Agreement shall be notified of the meeting.

**XVII. NOTIFICATION OF CLAIMS AND LAWSUITS.**

Section XIV of this Agreement requires that the jurisdiction receiving a claim or lawsuit notify the other jurisdictions of the claim or lawsuit and provide documentation of that claim or lawsuit to the other jurisdictions. Nothing in this Agreement shall be deemed a waiver by any participating jurisdiction of the requirements set forth in Chapter 2.96 RCW, and the fact that a participating jurisdiction provides notice or copies of a claim to another jurisdiction shall not be deemed compliance with the requirement that a party who files suit against a jurisdiction first file a claim with the jurisdiction in accordance with Chapter 2.96 RCW. Moreover, nothing in this Agreement shall be deemed acceptance of service of a lawsuit, and the fact that a participating jurisdiction provides notice or copies of a lawsuit to another jurisdiction shall not be deemed adequate service of such lawsuit in accordance with the State or Federal Rules of Civil Procedure or the Revised Code of Washington.

For the purposes of implementing Section XIV of this Agreement, the following persons from each jurisdiction shall receive any required notification or documentation:

<p><b><u>Auburn:</u></b></p> <p>Auburn City Attorney 25 West Main Street Auburn, WA 98001 (253) 931-3030</p>	<p><b><u>Kent:</u></b></p> <p>Kent City Attorney 220 4<sup>th</sup> Avenue South Kent, WA 98032 (253) 856-5781</p>
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<p>Auburn Police Chief 101 N. Division Auburn, WA 98001 (253) 931-3080</p>	<p>Kent Risk Manager 220 4<sup>th</sup> Avenue South Kent, WA 98032 (253) 856-5285</p>
<p>Auburn Human Resources Director/Risk Manager 25 West Main Street Auburn, WA 98001 (253) 931-3040</p>	<p>Kent City Clerk 220 4<sup>th</sup> Avenue South Kent, WA 98032 (253) 856-5728</p>
<p>Auburn City Clerk 25 West Main Street Auburn, WA 98001 (253) 931-3039</p>	<p>Kent Police Chief 220 4<sup>th</sup> Avenue South Kent, WA 98032 (253) 856-5888</p>
<p><b><u>Des Moines:</u></b></p> <p>Des Moines City Clerk 21630 11<sup>th</sup> Avenue South, Suite A Des Moines, WA 98198</p>	<p><b><u>Federal Way:</u></b></p> <p>Federal Way City Clerk P.O. Box 9718 Federal Way, WA 98063</p>
<p>Des Moines City Attorney 21630 11<sup>th</sup> Avenue South, Suite C Des Moines, WA 98198</p>	<p>Federal Way City Attorney P.O. Box 9718 Federal Way, WA 98063</p>
<p>Des Moines Risk Manager 21630 11<sup>th</sup> Avenue South, Suite ____ Des Moines, WA 98198</p>	<p><b><u>Renton:</u></b></p> <p>Renton Risk Manager 1055 So. Grady Way Renton, WA 98055</p>
<p><b><u>Port of Seattle:</u></b></p> <p>Port of Seattle Claims Manager P.O. Box 1209 Seattle, WA 98111</p>	<p><b><u>CIAW:</u></b></p> <p>Director of Claims Canfield &amp; Associates, Inc. 451 Diamond Drive Ephrata, WA 98823</p>
<p><b><u>Tukwila:</u></b></p> <p>City Clerk City of Tukwila 6200 Southcenter Blvd. Tukwila, WA 98043</p>	<p><b><u>WCIA:</u></b></p> <p>Claims Manager WCIA P.O. Box 1165 Renton, WA 98057</p>

## **XVIII. COMPLIANCE WITH THE LAW**

The SRT and all its members shall comply with all federal, state, and local laws that apply to the SRT.

## **XIX. ALTERATIONS**

This Agreement may be modified, amended, or altered by agreement of all participating jurisdictions and such alteration, amendment, or modification shall be effective when reduced to writing and executed in a manner consistent with paragraph XXIII of this Agreement.

## **XX. RECORDS**

Each jurisdiction shall maintain training records related to the SRT for a minimum of seven (7) years. A copy of these records will be forwarded and maintained with the designated SRT Training Coordinator. All records shall be available for full inspection and copying by each participating jurisdiction.

## **XXI. FILING**

Upon execution hereof, this Agreement shall be filed with the city clerks of the respective participating municipalities, and such other governmental agencies as may be required by law.

## **XXII. SEVERABILITY**

If any part, paragraph, section, or provision of this Agreement is held to be invalid by any court of competent jurisdiction, such adjudication shall not affect the validity of any remaining section, part, or provision of this Agreement.

## **XXIII. MUNICIPAL AUTHORIZATIONS**

This Agreement shall be executed on behalf of each participating jurisdiction by its duly authorized representative and pursuant to an appropriate resolution or ordinance of the governing body of each participating jurisdiction. This Agreement shall be deemed effective upon the last date of execution by the last so authorized representative. This Agreement may be executed by counterparts and be valid as if each authorized representative had signed the original document.



By signing below, the signor certifies that he or she has the authority to sign this Agreement on behalf of the jurisdiction, and the jurisdiction agrees to the terms of this Agreement.

\_\_\_\_\_  
Mayor, City of Auburn Date

\_\_\_\_\_  
City Attorney, City of Auburn Date

\_\_\_\_\_  
City Clerk, City of Auburn Date

\_\_\_\_\_  
Mayor, City of Des Moines Date

\_\_\_\_\_  
City Attorney, City of Des Moines Date

\_\_\_\_\_  
City Clerk, City of Des Moines Date

\_\_\_\_\_  
Mayor, City of Renton Date

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City Attorney, City of Renton Date

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City Clerk, City of Renton Date

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Mayor, City of Tukwila Date

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City Attorney, City of Tukwila Date

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City Clerk, City of Tukwila Date

\_\_\_\_\_  
Mayor, City of Kent Date


\_\_\_\_\_  
City Attorney, City of Kent Date

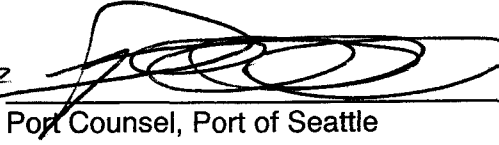
\_\_\_\_\_  
City Clerk, City of Kent Date

\_\_\_\_\_  
City Manager, City of Federal Way Date

\_\_\_\_\_  
City Attorney, City of Federal Way Date

\_\_\_\_\_  
City Clerk, City of Federal Way Date

  
Chief Executive Officer, Port of Seattle Date

  
Port Counsel, Port of Seattle Date

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By signing below, the signor certifies that he or she has the authority to sign this Agreement on behalf of the jurisdiction, and the jurisdiction agrees to the terms of this Agreement.

\_\_\_\_\_  
Mayor, City of Auburn Date

\_\_\_\_\_  
City Attorney, City of Auburn Date

\_\_\_\_\_  
City Clerk, City of Auburn Date

\_\_\_\_\_  
Mayor, City of Des Moines Date

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City Attorney, City of Des Moines Date

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City Clerk, City of Des Moines Date

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Mayor, City of Renton Date

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City Attorney, City of Renton Date

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City Clerk, City of Renton Date

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Mayor, City of Tukwila Date

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City Attorney, City of Tukwila Date

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City Clerk, City of Tukwila Date

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Mayor, City of Kent Date

\_\_\_\_\_  
City Attorney, City of Kent Date

\_\_\_\_\_  
City Clerk, City of Kent Date

Neal J. Beets 8/9/07  
City Manager, City of Federal Way Date

Patricia A. Richardson 8/9/07  
City Attorney, City of Federal Way Date

Paula Johnson 8/16/07  
City Clerk, City of Federal Way Date

\_\_\_\_\_  
Chief Executive Officer, Port of Seattle Date

\_\_\_\_\_  
Port Counsel, Port of Seattle Date

