

Approved: 5/18/2022

Effective: 5/29/2022

SNOHOMISH COUNTY COUNCIL  
Snohomish County, Washington

ORDINANCE NO. 22-019

APPROVING AND AUTHORIZING THE SNOHOMISH COUNTY EXECUTIVE  
TO SIGN A MEMORANDUM OF UNDERSTANDING BETWEEN THE WASHINGTON  
STATE PATROL, EVERETT POLICE DEPARTMENT, SNOHOMISH COUNTY  
SHERIFF'S OFFICE AND KITSAP COUNTY SHERIFF'S OFFICE TO  
PARTICIPATE IN THE WSP INTERAGENCY BOMB SQUAD

WHEREAS, the Washington State Patrol has created, and is the lead agency for,  
the Washington State Patrol ("WSP") Interagency Bomb Squad; and

WHEREAS, the County, through its Sheriff's Office, wishes to participate as a  
member of the WSP Interagency Bomb Squad; and

WHEREAS, the County and other participating jurisdictions have negotiated the  
terms of an agreement, attached to this ordinance as Exhibit A; and

WHEREAS, this cooperative agreement is authorized by the Interlocal  
Cooperation Act, chapter 39.34 RCW; and

WHEREAS, the County Council held a public hearing on May 18, 2022, to  
consider approving and authorizing the County Executive to sign the agreement on the  
County's behalf;

NOW, THEREFORE, BE IT ORDAINED:

Section 1. The County Council hereby adopts the foregoing recitals as findings  
of fact and conclusions as if set forth in full herein.

Section 2. The County Council approves and authorizes the County Executive to  
sign the Memorandum of Understanding Between the Washington State Patrol, Everett  
Police Department, Snohomish County Sheriff's Office and the Kitsap County Sheriff's  
Office, attached hereto as Exhibit A.

PASSED this 18<sup>th</sup> day of May, 2022.

SNOHOMISH COUNTY COUNCIL  
Snohomish County, Washington

Jared Mead  
Council Vice-Chair

ATTEST:

Melena Rao  
Asst. Clerk of the Council

APPROVED

EMERGENCY

VETOED

DATE: 5/19/2022

[Signature]  
County Executive

ATTEST:

Melissa Geraghty

Approved as to form only:

Lyndsey M. Downs 4/5/22  
Deputy Prosecuting Attorney

**MEMORANDUM OF UNDERSTANDING**  
between  
**WASHINGTON STATE PATROL,**  
**EVERETT POLICE DEPARTMENT,**  
**SNOHOMISH COUNTY SHERIFF'S OFFICE,**  
and  
**KITSAP COUNTY SHERIFF'S OFFICE**

**THIS AGREEMENT**, pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act) and Chapter 10.93 RCW (Washington Mutual Aid Peace Officers Power Act), is made and entered into by and between the Parties: the Washington State Patrol, Homeland Security Division, 1519 Alaskan Way South, Seattle, WA. 98134, hereinafter referred to as "WSP;" the Everett Police Department, 3002 Wetmore Avenue, Everett, WA 98201, hereinafter referred to as "EPD;" the Snohomish County Sheriff's Office, 3000 Rockefeller Avenue, Everett, WA 98201, hereinafter referred to as "SCSO;" and the Kitsap County on behalf of the Kitsap County Sheriff's Office, 614 Division MS-37, Port Orchard, WA 98366, hereinafter referred to as "KCSO." All collectively referred to as the "Parties" and individually as "Party."

**IT IS THE PURPOSE OF THIS AGREEMENT** to establish a partnership, hereinafter referred to as the WSP Interagency Bomb Squad, to combine the resources of the WSP, EPD, SCSO, and KCSO and better coordinate activities to provide a service to the citizens of the State of Washington.

**A. PERIOD OF PERFORMANCE**

This Agreement shall commence on the date of final signature, and shall remain in effect for a period of five (5) years from the date of final signature.

**IT IS, THEREFORE, MUTUALLY AGREED THAT:**

**B. STATEMENT OF WORK**

WSP RESPONSIBILITIES:

1. WSP shall assign WSP employees to the role of Executive Management and Bomb Squad Commander for statewide purposes. WSP shall assign WSP employees as Regional Bomb Team Leaders to provide a standardized approach to WSP Interagency Bomb Squad management, training, and equipment.
2. WSP will determine the allocation of authorized bomb technician positions within the WSP Interagency Bomb Squad.
3. WSP shall provide necessary equipment as defined by the National Bomb Squad Commanders Advisory Board (NBSCAB) and FBI Hazardous Devices School (HDS) which shall include the following:
  - a. A dedicated bomb response vehicle for transporting team members and equipment;
  - b. Full coverage bomb suits compatible with self-contained breathing apparatus (SCBA) and chemical protective suits;
  - c. Portable X-ray system (digital X-ray system with mosaic capability);
  - d. Standard disruptor and explosives;
  - e. A general service bomb response robot;
  - f. Rigging equipment; and
  - g. Access to an approved explosives storage magazine.

This equipment will be acquired by, and remain the property of, the WSP who shall be responsible for maintenance or replacement. Vehicles and trailers may be labeled to reflect their status as WSP Interagency Bomb Squad equipment and, with approval from affected agency and WSP Executive Management, may include departmental interagency markings to highlight interagency partnership.

4. WSP will provide quarterly training reports to all technicians and their agency supervisors/command staff and a semi-annual summary of the regions bomb calls.

MUTUAL RESPONSIBILITIES:

5. The WSP is recognized by the FBI as the lead agency for each WSP Interagency Bomb Team. In that role, WSP is the main liaison with the FBI, NBSCAB, and HDS. WSP has operational and administrative oversight for the WSP Interagency Bomb Squad with concurrence from the WSP, EPD, SCSO, and KCSO as part of the Interagency Oversight Committee described below in section C, Agreement Management. WSP shall administer this oversight in accordance with the most current version of the NBSCAB's National Guidelines for Bomb Squads.
6. The Parties retain complete authority and responsibility for their respective employees. The WSP's position as lead agency in no way authorizes the WSP to assign EPD, SCSO, or KCSO employees to tasks without the full agreement from EPD, SCSO, or KCSO.
7. The Parties will jointly agree upon an operational schedule that will result in at least two certified Bomb Technicians responding to WSP Interagency Bomb Squad calls at all times in their primary response region. The Parties understand that WSP Interagency Bomb Squad members may be called upon to respond to locations throughout Washington.
8. Each Party entering into this Agreement shall designate one command level representative to serve on the Oversight Committee as described in Section C, Agreement Management, and act as a point of contact.
9. The Parties' employees assigned to the WSP Interagency Bomb Squad shall perform their duties in accordance with the WSP Homeland Security Division Interagency Bomb Squad Manual, which shall be cooperatively developed, reviewed, and approved by the Oversight Committee.
10. Each certified Bomb Technician assigned to the WSP Interagency Bomb Squad shall have their own specialized clothing and equipment which shall be purchased by and remain the property of their employing agency. Required personal protective equipment, as defined by the National Bomb Squad Commanders Advisory Board (NBSCAB) as minimum safety equipment for bomb squad accreditation, shall include the following:
  - Ballistic Helmet, per certified technician
  - Tactical Vest, per certified technician
11. The Parties agree that the cost of individual equipment and clothing for WSP Interagency Bomb Squad members, including storage and maintenance costs, is borne by the Party providing the equipment. The Parties agree not to claim or seek reimbursement for equipment and clothing provided by a Party to WSP Interagency Bomb Squad members.
12. The Parties' employees shall perform the services and functions described in this Agreement as part of their regular employment for their employing agency. No Party shall make a claim against another Party for services and functions performed by that Party's employees.
13. This Agreement does not transfer title or ownership of any property supplied to the WSP Interagency Bomb Squad under this Agreement. The Parties supplying property under this Agreement shall retain ownership of such property, unless a separate hand receipt or interagency agreement is entered into specifically for that purpose.
14. Each employee assigned to the WSP Interagency Bomb Squad must successfully complete: National Incident Management System courses ICS-100, ICS-200, IS-700, IS-800, Hazmat Technician certification that meets requirements set forth in 29 CFR 1910.120(q)(6)(iii), and the FBI Hazardous Devices School (HDS) Technician Certification Course at Redstone Arsenal in Huntsville, Alabama. A Party is responsible for all costs associated with their employee's initial certification, recertification, and on-going training requirements not reimbursed by the FBI.

15. Each certified Bomb Technician assigned to the WSP Interagency Bomb Squad must successfully maintain FBI Bomb Technician certification by completing the Hazardous Devices School (HDS) refresher training every three (3) years.
16. Each certified Bomb Technician assigned to the WSP Interagency Bomb Squad must complete a minimum of 288 hours per year of practical exercise/training at the unit level for sustainment of basic skills. Equipment maintenance performed and incident responses shall not be recognized as training. Of the 288 hours, it is highly recommended that 40-hours of external explosive related training, seminar, exercise, symposium, or conference be attended annually.
17. Each certified Bomb Technician assigned to the WSP Interagency Bomb Squad shall be responsible for accurate and timely submissions of training records and response activities in the Bomb Arson Tracking System (BATS).

### C. AGREEMENT MANAGEMENT

The work described herein shall be performed under the coordination of command level representatives of the Parties which will make up the Interagency Oversight Committee. The representatives shall provide assistance and guidance to the Parties necessary for the performance of this Agreement. These representatives shall meet as necessary to discuss WSP Interagency Bomb Squad operation and administration.

#### Agency Contact Info:

##### **Washington State Patrol – Division Commander**

Name: Captain Christina Martin  
 Email: [Christina.Martin@wsp.wa.gov](mailto:Christina.Martin@wsp.wa.gov)  
 Cell: 360-480-2601

##### **WSP Bomb Squad Coordinator**

Name: Lieutenant Elizabeth Bigger  
 Email: [Elizabeth.Bigger@wsp.wa.gov](mailto:Elizabeth.Bigger@wsp.wa.gov)  
 Cell: 509-750-4560

##### **WSP Bomb Squad Commander**

Name: Trooper Cliff Pratt  
 Email: [Clifford.Pratt@wsp.wa.gov](mailto:Clifford.Pratt@wsp.wa.gov)  
 Cell: 425-864-5621

##### **Everett Police Department**

Name: Captain Rod Sniffen  
 Email: [rsniffen@everettwa.gov](mailto:rsniffen@everettwa.gov)  
 Cell: 425-754-6701

##### **Snohomish County Sheriff's Office**

Name: Bureau Chief Mark Richardson  
 Email: [Mark.richardson@snoco.org](mailto:Mark.richardson@snoco.org)  
 Cell: 425-388-3467

##### **Kitsap County Sheriff's Office**

Name: Lieutenant Will Sapp  
 Email: [wsapp@co.kitsap.wa.us](mailto:wsapp@co.kitsap.wa.us)  
 Cell: 360-265-4302



#### D. GENERAL TERMS AND CONDITIONS

**Agreement Alterations and Amendments.** The Parties may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each Party.

**Assignment.** The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by any Party in whole or in part, without the express written consent of the other Parties.

**Compliance with Civil Rights Laws.** During the period of performance for this Agreement, the Parties shall comply with all federal and state nondiscrimination laws.

**Disputes.** In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: The Chief of WSP shall appoint a member to the Dispute Board. Each Party shall appoint a member to the Dispute Board. The Chief of WSP and each Party shall jointly appoint a member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding to all Parties to this Agreement.

**In Consideration Whereof.** Except as otherwise agreed by the Parties hereto in individual cases, no compensation shall be paid by any Party for any assistance by one Party to the other pursuant to this Agreement

**Indemnification.** Each Party agrees to hold harmless, defend, and indemnify the other Parties in any action or claims resulting from the acts or omissions of the employees of that Party including all costs of defense including attorney's fees.

**Independent Capacity.** The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party.

**Inspection; Maintenance of Records.** During the term of this Agreement and for six years following termination or expiration of this Agreement, each Party shall maintain records sufficient to document (i) performance of all acts required by statute, regulation, rule, or this Agreement; (ii) substantiate the Party's statement of its organization's structure, tax status, capabilities and performance; and (iii) demonstrate accounting procedures, practices and records which sufficiently and properly document the Party's invoices to WSP and all expenditures made by each Party to perform as required by this Agreement.

**Order of Precedence.** In the event of any inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule the inconsistency shall be resolved by giving precedence in the following order to:

Applicable federal and state law, regulations and rules;  
Special Terms and Conditions contained in the Statement of Work;  
General Terms and Conditions contained in this Agreement  
Any other provision of this Agreement; and  
Any document incorporated by reference.

**Personnel.** WSP officers performing work under the terms of this Agreement shall be under the direct command and control of the Chief of WSP or designee, and shall perform duties required under this Agreement in a manner consistent with WSP policy and regulations, and applicable federal, state and local laws. The assignment of WSP personnel under this Agreement shall be at the discretion of the Chief of WSP or designee.

**Rights in Data.** Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WSP. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books,

magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyrights, patent, register, and the ability to transfer these rights.

**Savings.** In the event that funds WSP relied upon to establish this Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, WSP may immediately terminate this Agreement by providing written notice to the Parties. This termination shall be effective on the date specified in the notice of termination.

**Severability.** If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

**Termination.** Any Party may withdraw from this Agreement upon thirty (30) days' notice in writing, given to each of the other Parties. Regardless of withdrawal, the terms of this Agreement shall remain in effect to all remaining parties and apply in any situation where one signing agency is then receiving resources and/or services from any other participating agency or agencies. No withdrawal of a Party or multiple Parties will terminate the agreement unless no more Parties remain.

**Waiver.** A failure by any Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing and signed by an authorized representative of the Party and attached to the original Agreement.

**Contracts involving immigration enforcement.** Under Washington law, the WSP and its personnel are generally prohibited from enforcing federal immigration law. See RCW 10.93.160. Neither WSP nor any of its employees may contract in any way to provide civil immigration enforcement assistance. The purpose of this addendum is to make clear that the parties interpret the attached agreement as consistent with the Washington law, including RCW 10.93.160, in that WSP and its personnel shall not engage in any acts proscribed by Washington law.

Consistent with RCW 10.93.160 and Washington Executive Order 17-01, the Parties agree not to use or share any information obtained from the WSP, its systems, or its personnel, with any third parties to support or engage in civil immigration enforcement activities.

**All writings contained herein.** This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

**Filing Requirements.** Executed copies of this Agreement shall be filed with the appropriate parties or posted on the internet or each agency's website in accordance with RCW 39.34.040.

