

9/12/06

RESOLUTION NO. 2002

A RESOLUTION OF THE PUYALLUP CITY COUNCIL approving a Memorandum of Agreement between Tacoma-Pierce County Health Department ("TPCHD") and the City of Puyallup ("City"), and authorizing the City Manager to sign such Agreement on behalf of the City of Puyallup.

WHEREAS, state law authorizes the local health officer to impose quarantine and isolation measures as a strategy for the containment and control of communicable diseases; and

WHEREAS, in certain instances, the health officer may issue an emergency detention order and/or request the superior court issue a detention order that would necessitate assistance from local law enforcement agencies in the application and enforcement of such orders; and

WHEREAS, the City and the TPCHD desire to enter into a Memorandum of Agreement where the City of Puyallup Police Department would cooperate with TPCHD in response to quarantine and isolation orders; and

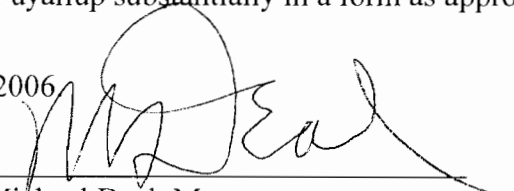
WHEREAS, the Puyallup City Council finds that it is in the public interest to authorize the City Manager to execute the Memorandum of Agreement, attached hereto as Exhibit "A"; NOW THEREFORE,

THE CITY COUNCIL OF THE CITY OF PUYALLUP, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. The City Council approves the attached Memorandum of Agreement between Tacoma-Pierce County Health Department and the City of Puyallup, attached hereto as Exhibit "A" and incorporated herein by this reference.

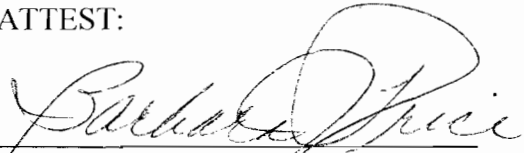
Section 2. The Puyallup City Manager is hereby authorized to sign the attached Memorandum of Agreement on behalf of the City of Puyallup substantially in a form as approved by the City Attorney.

Dated this 15TH day of MAY 2006



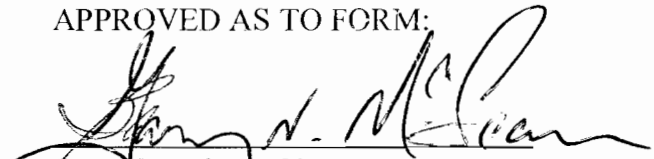
Michael Deal, Mayor

ATTEST:



Barbara J. Price, City Clerk

APPROVED AS TO FORM:



Gary N. McLean, City Attorney

MEMORANDUM OF AGREEMENT
Between
The Puyallup Police Department
And Tacoma-Pierce County Health Department
Concerning
RESPONSE TO QUARANTINE AND ISOLATION

1. **Purpose.** This Memorandum of Agreement (“Agreement”) is made and entered effective on the last date executed below between the Puyallup Police Department and the Tacoma-Pierce County Health Department (“TPCHD”). The parties mutually desire to reach an understanding that will result in making a coordinated response to isolation and quarantine orders

2. **Recitals.**
 - a) Quarantine and Isolation (Q & I) are a proven public health strategy for the containment and control of communicable diseases. In Washington State, the authority to impose Q & I measures is given to the local health officer in Chapter 70.05 RCW. WAC 246-100 delineates the specific process for taking isolation and quarantine measures. Voluntary compliance is obtained in most cases. In the event of non-compliance, the Health Officer may issue an emergency detention order and/or ask the superior court to issue a detention order. When such orders are issued, TPCHD must rely upon law enforcement agencies in applying and enforcing the order.
 - b) The Puyallup Police Department agrees to assist TPCHD in response to the orders for involuntary quarantine and isolation

3. **Cooperation in response to quarantine and isolation orders**

In consideration of the mutual benefits, promises, and undertakings set forth herein, the parties mutually agree as follows:

- a) TPCHD investigators shall make all reasonable efforts to achieve voluntary compliance with Q & I requirements. Activation of commissioned officers will only be made if voluntary compliance cannot be achieved or if Q or I is breached.

- b) The Puyallup Police Department agrees that it will provide, to the extent of its ability and upon request by TPCHD, commissioned officers to assist with activities related to isolation and quarantine orders including:
 - Assisting TPCHD staff to serve a detention order.
 - Assist with security if alternative treatment sites are instituted.
 - Providing assistance if popular venues, gathering places, or events are closed due to focused measures to increase social distance.
 - Assessing and enforcing electronic home monitoring requirements (if used).
 - Assisting security staff if detainees are not compliant.
 - Providing assistance to hospitals to physically detain patients if needed.

- Assisting with the implementation of “Snow Day” scenarios where widespread closures of businesses, transportation, schools, etc. to encourage the population to remain at home.
 - Enforcing widespread community quarantine.
- c) TPCHD agrees that it shall be responsible for reimbursing or seeking reimbursement for the Puyallup Police Department expenses associated with Q & I.
- d) TPCHD agrees to provide public health personnel to accompany law enforcement commissioned officers, as appropriate, to operate in teams of two or more. Public health personnel will conduct disease investigation and control activities and provide infection control information to law enforcement officers to reduce the risk of disease transmission.
- e) TPCHD will coordinate with the law enforcement agency to provide training to include:
- Infection Control
 - Use of PPE and Decontamination
 - Field Containment procedures
 - Use of Q and I forms
 - Acceptable use of force
 - Working with law enforcement
 - Dealing with hostile people
- f) TPCHD will provide recommendations on appropriate personal protective equipment (“PPE”) to be used in response to particular quarantine or isolation situations according to the risk of exposure and the suspected biological agent.
- e) The Law Enforcement Agency agrees to provide one commissioned officer, as available, to respond within 90 minutes to requests for assistance for Q and I activities anywhere within Pierce County at all times. Such requests will be made by authorized TPCHD through the appropriate public safety answering point (PSAP).
- f) The Puyallup Police Department agrees to use established Quarantine & Isolation Patient Transport Guidelines contained in the Pierce County Public Health/Law Enforcement Response Team plan in consultation with Department of Emergency Management to determine appropriate methods for transporting subjects of quarantine and isolation orders. This includes the option of using Law Enforcement Agency vehicles for transporting individuals who are, or are likely to be, non-compliant with isolation and quarantine orders. TPCHD staff will provide advice on decontamination of vehicles, if necessary.

- g) The Puyallup Police Department agrees to provide and update TPCHD with contact information necessary to activate designated commissioned officers to respond to Q and I activities.
- h) The Puyallup Police Department agrees to appoint a designated representative to serve as liaison to TPCHD for all purposes under this Agreement, and to notify TPCHD in writing of the name, address, telephone number, email address, and emergency after hours contact information for the liaison.
- i) TPCHD and the Puyallup Police Department agree to defend, hold harmless, and indemnify each other against any and all legal liability related to the bodily injury, death, property damage, or other damage arising out of the negligence of the other party occurring during response to Q & I orders under this Agreement.
- j) This Agreement shall be valid for five years from the last signature date below, unless agreed upon in writing by both parties.
- k) TPCHD and the Puyallup Police Department acknowledge and agree that, in the event an emergency is declared pursuant to RCW 38.52 et seq. or other local, state or federal legal authority, then to the extent that local, state or federal law applicable in such emergency contradicts or differs from the rights of the parties as set forth herein, then such law(s) shall control the rights, duties and obligations of the parties to one another and shall supercede this Agreement.

IN WITNESS THEREOF, the Puyallup Police Department has caused this Agreement to be executed by the chief of police and TPCHD has caused this Agreement to be executed by its Medical Director, each of whom have authority to bind their respective entities.

DIRECTOR OF HEALTH

Puyallup Police Department

Frederico Cruz Uribe, MD, MPH

Chief Robin James

Date: _____

Date: _____

PUYALLUP CITY MANAGER



JAMES C. BACON

APPROVED BY THE PUYALLUP CITY COUNCIL
MAY 15, 2006