

NO. 72116-0-I

**COURT OF APPEALS, DIVISION I
STATE OF WASHINGTON**

POST-CONFIRMATION COMMITTEE OF IN RE PIERCE
COUNTY HOUSING AUTHORITY,

Appellant,

v.

PIERCE COUNTY, Respondent

BRIEF OF RESPONDENT PIERCE COUNTY

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I. ISSUE PERTAINING TO APPELLANT'S ASSIGNMENTS OF ERROR

Did the trial court correctly dismiss this case on summary judgment when the plain language of the Pierce County Code does not support Appellant's argument that Pierce County is required to serve as the insurer of the Pierce County Housing Authority, an independent corporate entity that is not part of Pierce County government?

II. STATEMENT OF THE CASE

A. Factual Background

The Pierce County Housing Authority (PCHA) is an independent non-profit corporation that was created in 1978 pursuant to Washington statutes for the purpose of providing affordable housing for low-income families. CP 42, 193-94; RCW Chapter 35.82. PCHA is not a part of Pierce County government. CP 199. PCHA is one of many housing authorities throughout the State of Washington, and each housing authority is tasked with providing affordable housing in its local area.

Housing authorities are governed by a board of commissioners generally consisting of six individuals who serve for five-year terms. RCW 35.82.040; CP 42. Pursuant to statute, the city mayor or county executive is tasked with appointing the local housing authority's commissioners. RCW 35.82.040.

The Pierce County Housing Authority owned and operated the Eagle's Watch apartment complex in Puyallup, Washington. CP 43. In 2006, twenty-nine Eagle's Watch tenants joined in a lawsuit against PCHA alleging they suffered injury due to mold in their apartments. CP 43. PCHA consistently denied liability and damages for any mold-related claims. CP 43. The PCHA hired an attorney, and it spent approximately \$1.2 million in legal fees defending against the claim. CP 43.

PCHA settled the case in late-2007 for a cash payment of \$750,000. CP 43. In 2008, however, another mold-related lawsuit was filed against PCHA by eighty Eagle's Watch

tenants, and it included a claim that the PCHA was liable to the tenants for negligence. CP 31-34. The Appellant Post-Confirmation Committee is comprised of seven tenants who were among the plaintiffs to this 2008 lawsuit.

PCHA hired a law firm, Garvey Schubert Barer, to defend it against the tenants' 2008 lawsuit. In October 2008, PCHA attempted to reach a mediated global settlement of all the Eagle's Watch mold-related claims, but its efforts were not successful. CP 44. Shortly thereafter, the PCHA filed a Chapter 9 bankruptcy petition. CP 44. PCHA asserted that the ongoing cost of defending itself against the tenant mold lawsuits had rendered it insolvent. The superior court mold lawsuit was stayed pending the action in bankruptcy court.

The bankruptcy court concluded that PCHA was eligible to be a "debtor" under Chapter 9. CP 66. The tenants were deemed unsecured creditors in the bankruptcy proceeding. The tenants alleged that PCHA should not qualify for bankruptcy because it had not tendered its mold claims to Pierce County,

and they alleged bad faith on the part of the PCHA for not tendering the claims. The unsecured creditors speculated that Pierce County had insurance coverage that somehow extended to cover acts or omissions of PCHA, even though PCHA denied this contention throughout the bankruptcy proceeding. The bankruptcy court noted in its decision:

. . . . [PCHA] denies liability for mold-related damages and further denies that Pierce County or its insurers have liability for its obligations even if mold-related claims have been established. Thus, the Court is unconvinced that it is bad faith for the [PCHA] to refuse to tender claims that it does not believe are valid to a third-party [Pierce County] for whom it believes has no liability pursuant to State law. Despite denying liability, the [PCHA] has exhibited a desire to deal with these claims and readjust its debts.

CP 55.

On December 17, 2009, the bankruptcy court formally approved the PCHA's Third Amended Plan. CP 68. Under this Plan, the PCHA was to "assign certain existing or alleged claims for which insurance coverage may exist to the Post-Confirmation Committee." CP 84. The PCHA was required

under the plan to "cooperate with the Post-Confirmation Committee" in the Committee's pursuit of the alleged insurance claims against Pierce County. CP 87.

On October 19, 2012, the bankruptcy court issued an order allowing the transfer of PCHA's existing or alleged "insurance" claims to the Post-Confirmation Committee. CP 97. The court allowed each of the seven underlying plaintiff/tenants' claims, but it cautioned that PCHA's liability had not been established:

Notwithstanding the foregoing, the claims allowed hereby have not been determined on the merits, the [PCHA] continues to deny liability as to any and all such claims. . . .

CP 97.

In November 2012, the Pierce County Superior Court dismissed with prejudice the underlying plaintiffs' state court lawsuit against the PCHA based on stipulation of the parties. CP 113. No finding of liability was ever entered against PCHA with regard to the underlying mold claims.

In February 2013, PCHA sent a letter to the Pierce County Risk Manager attempting to "tender" the mold claims to Pierce County. Pierce County denied the tender. CP 116. Pierce County does not carry an insurance policy that covers the liability of entities, such as PCHA, that are not a part of County government. CP 199. Pierce County government is largely self-insured by means of a self-insurance fund it maintains to cover the County's own liabilities. CP 199.

B. Procedure

In September 2013, Plaintiff filed a Complaint in the King County Superior Court seeking a declaratory judgment that Pierce County had the "obligation to provide insurance coverage from its self-insurance fund and/or loss and expenses fund" for the mold-related claims made against PCHA. CP 2-3.

In May 2014, the Honorable Helen Halpert granted Pierce County's motion for summary judgment dismissal of plaintiff's case. CP 412-15. In dismissing plaintiff's case, the court reasoned as follows:

The plaintiff, in oral argument, appropriately conceded that Pierce County has neither direct nor vicarious liability for the acts or omissions of the Pierce County Housing Authority, a non-profit corporation that is distinct and separate from Pierce County. Rather, the plaintiff argues that by enacting PCC 2.120.010 and .070, Pierce County voluntarily agreed to indemnify the Housing Authority. In essence, plaintiff argues that (1) because the commissioners of the Housing Authority are appointed by the County Executive, they qualify as volunteers of the County and (2) that coverage is required because the Authority acts through its commissioners. Because the commissioners were not sued in this current action, it is not clear that these issues are before the Court. However, the court is satisfied that the County Executive's power to appoint commissioners does not require that they be treated as volunteers of the County within the meaning of PCC 2.120.010 and .070. *See Wilcox v. Housing Authority of King County*, 66 Wn.2d 864, 869 (1965). The public policy argument put forth by the plaintiff—that indemnification is needed to encourage citizens to serve as commissioners—is satisfied by the independent power of an housing authority to obtain insurance as part of its operating expenses. RCW 35.82.080(2).

The language of the ordinances is clear and unambiguous and does not impose a duty to indemnify where there is no direct or vicarious liability on the part of the County.

CP 414. Plaintiff filed a timely appeal.

III. ARGUMENT

The Appellant Post-Confirmation Committee argues that Pierce County is obligated to provide "insurance coverage" to the Pierce County Housing Authority with respect to the 2008 tenant mold allegations at Eagle's Watch. Appellant Committee further alleges it is entitled to receive money from Pierce County pursuant to this "coverage" because Appellant Committee "stepped into the shoes" of the PCHA pursuant to PCHA's bankruptcy assignment of the "insurance" claim. Appellant Committee acknowledges that this case does not involve the existence of any insurance policy.

The Committee instead bases its argument for relief on provisions from the Pierce County Code. Appellant Committee cannot show that the Pierce County Code either authorizes or requires the County to provide insurance coverage to the Housing Authority, a separate corporate entity. The plain language of the Code does not support's the Committee's argument. The Housing Authority consistently denied

throughout its bankruptcy proceeding that Pierce County was its insurer, yet the Committee refused either to listen or to believe it. The Housing Authority was correct on this point. The Housing Authority had no insurance claim to assign to Appellant Committee. Consequently, the Committee has no claim against Pierce County.

The question of whether the Pierce County Code requires the County to act as the insurer of the Housing Authority presents a question of law that is reviewed de novo. *See Cummins v. Lewis County*, 156 Wn.2d 844, 852, 133 P.3d 458 (2006). In order to invoke a declaratory judgment remedy, a plaintiff must assert a legal right capable of judicial protection that exists in a statute, constitution or common law. *Washington Federation of State Employees v. State Personnel Board*, 23 Wn. App. 142, 148, 594 P.2d 1375 (1979). The Appellant Committee cannot show it has a legal right capable of judicial protection in this instance. The trial court should be affirmed.

The Pierce County Code authorizes the County to undertake, under certain specific circumstances, the expense of defending three specific types of *individuals* from civil lawsuits: the County's (1) officers, (2) employees, and (3) volunteers. PCC 2.120.010. This code provision states:

Pierce County agrees, as a condition of employment or acceptance of services to defend upon proper request, all civil claims or civil actions for damages brought or maintained against its **officers, employees and/or volunteers** arising out of the acts, errors or omissions in the performance or good faith attempt to perform, the official duties of said officer, employee or volunteer.

PCC 2.120.010 (emphasis added). If the County agrees to provide a defense to the individual "officer, employee or volunteer," he or she "shall not be required to make any payment, assume any legal obligation or incur any expense arising out of the defense or in settlement of the claim or action." PCC 2.120.030. The Code singles out officers, employees and volunteers because these individuals can be deemed County agents while performing their duties, and the

County can be deemed vicariously liable for their actions. *See Van Hook v. Anderson*, 64 Wn. App. 353, 363, 824 P.2d 509 (1992)(a defendant has vicarious liability for the negligence of an actor under the defendant's control).

In contrast, the Code contains no language authorizing Pierce County to defend or indemnify an independent corporate entity. While the Code authorizes the County to defend *individuals* who meet specific criteria, the Code does not authorize Pierce County to use taxpayer money to defend, let alone "insure," a separate corporate entity. Public policy would forbid the enactment of such legislation. Such a directive with regard to taxpayer money would constitute an unconstitutional gift of public funds in that it would amount to a transfer of property without consideration and with donative intent. *See King County v. Taxpayers of King County*, 133 Wn.2d 584, 597-98, 949 P.2d 1260 (1997) (stating factors for analyzing whether a public expenditure is a prohibited gift under Article VIII §§ 5 and 7 of the Washington Constitution).

Appellant Committee nevertheless argues that this Court should interpret the Code as requiring Pierce County to provide insurance coverage to the Housing Authority merely because the Housing Authority's commissioners are appointed to their positions by the Pierce County Executive. According to the Appellant Committee, the commissioners qualify as Pierce County's "volunteers" within the meaning of the Pierce County Code by voluntarily accepting the appointment. Appellant Committee's strained interpretation should be rejected. The Housing Authority's commissioners do not fall within the plain meaning of the Code's definition of "volunteer."

The same rules in interpreting statutes apply in interpreting municipal ordinances. *City of Puyallup v. Pac. Nw. Bell Tel. Co.*, 98 Wn.2d 443, 448, 656 P.2d 1035 (1982). The court gives terms in a statute or ordinance their plain and ordinary meaning. *See State v. Hentz*, 99 Wn.2d 538, 541, 663 P.2d 476 (1983). The Code specifically defines a "volunteer" as an individual who "perform[s] assigned or authorized duties

for Pierce County." PCC 2.120.070. The Code further requires that the civil lawsuit in question arise out of circumstances in which the volunteer was "performing or making a good faith attempt to perform those assigned or authorized duties." PCC 2.120.070. The Code's requirement that a volunteer must be performing "assigned or authorized duties" for Pierce County ensures that the County will be obligated to undertake a defense only when the law imposes vicarious liability on the County for the actions of a volunteer. *See Baxter v. Morningside, Inc.*, 10 Wn. App. 893, 521 P.2d 946 (1974)(organization has vicarious liability for the acts or omissions of its volunteer when the organization had the right to control the physical conduct of the volunteer).

The Housing Authority commissioners do not meet the definition of "volunteer" because the County does not determine their housing authority-related duties. A county acts "merely as a statutory agent" when it appoints a housing authority commissioner. *Wilcox v. Housing Authority of King*

County, 66 Wn.2d 864, 869, 405 P.2d 723 (1965). The trial court noted in its ruling that the Committee "appropriately conceded that Pierce County has neither direct nor vicarious liability for the acts or omissions of the Pierce County Housing Authority. . . ." CP 414. Pierce County exerted no direction or control over the commissioners, and it assigned no duties to them. Therefore, under the plain language of the Code, the commissioners do not meet the Code's definition of "volunteer." The Committee has no basis for arguing PCHA is somehow "insured" by Pierce County by virtue of the County Executive's appointment of the commissioners.

The Committee's argument should also be rejected because the Code's plain language imposes two additional requirements that were not met in this case. First, the Code requires that an officer, employee or volunteer must "properly request such a defense" in order to be eligible for a defense. PCC 2.120.020. To make a "proper request," the request must be made in writing to the County's Risk Manager and to the

Prosecuting Attorney "within seven days of the receipt of notice of the filing of said claim or action." PCC 2.120.020. It is undisputed that the Housing Authority commissioners made no written request to the County within seven days of receiving notice of the underlying plaintiff/tenants' 2008 lawsuit. The lack of a "proper request" renders Appellant Committee's claims invalid under the Code's plain language.

The Housing Authority's letter of "tender" to the County was not a "proper request" under the ordinance. This letter was submitted in February 2013. CP 116. The underlying lawsuit was filed in September 2008. CP 17. A request for a defense was due to the County within seven days of the Housing Authority's receipt of this action. PCC 2.120.020. The letter was sent four years too late. In addition, the letter was not a request for "a defense." Instead, the letter contained the Housing Authority's attempt to "tender" the mold claims to Pierce County, as if an underlying insurance contract somehow existed between the County and the Housing Authority. See CP

116. It is likely the Housing Authority sent this letter to comply with its obligation to cooperate with the Committee under the court-approved bankruptcy plan. The Housing Authority's letter does not meet the Code's definition of a "proper request." The Appellant Committee's claim under the Code is invalid.¹

Appellant Committee's claim is also invalid because the Housing Authority hired its own attorney to defend itself against the 2008 tenant mold lawsuit. This action also prevents the Housing Authority from having any "claim" under the Code. The Code states that "the officer, employee or volunteer must refrain from taking any action that would disqualify the person from receiving a defense." PCC 2.120.030. The Code specifies that a person can be disqualified as follows:

¹ The Committee also appears to suggest that an employee of the Pierce County Executive, Lyle Quasim, was appointed as a Housing Authority commissioner and had orally requested assurances that Pierce County would "come to his aid" in the event any claims were asserted against him arising from the mold-related litigation. See Brief of Appellant, at 8-10. There is no competent evidence in the record to support the suggestion either that Quasim was ever a commissioner or that he sought Pierce County's "aid" against the claims. Pierce County preserved its objection below to the Committee's inadmissible hearsay evidence. See CP 394-95. Quasim provided a declaration below affirming that he has never served as a commissioner of the Pierce County Housing Authority. CP 396-97.

In the event that any such officer, employee or volunteer . . . elects, without the consent of the Prosecuting Attorney, to provide his or her own legal representation with respect to the claim or action, the County shall have no duty to: 1) Defend; 2) Pay or reimburse for any costs incurred in the defense; or 3) Pay or reimburse for any damages for which the officer, employee or volunteer become legally obligated.

PCC 2.120.030. This provision prevents an employee or volunteer from hiring an attorney without the County's consent, being dissatisfied with the result, and then trying to have the County step in to assume his or her defense. The Housing Authority hired Garvey Shubert to defend it from the 2008 lawsuit. Consequently, it is not eligible under the Code to receive any assistance from the County.

The plain language of the Code does not support the Committee's argument. The Housing Authority's commissioners do not fall within the definition of "volunteer." The Housing Authority did not make a proper timely written request for a defense, and the Housing Authority hired its own counsel without consent from the County.

The Committee asks this Court in the alternative to engage in statutory construction and "construe" the Code as providing coverage based on "the intent of the Code's creators." This argument should be rejected. The court applies unambiguous statutes according to their plain language and construes only ambiguous statutes. *State v. Wilson*, 125 Wash.2d 212, 217, 883 P.2d 320 (1994).

"[I]f the statute is unambiguous after a review of the plain meaning, the court's inquiry is at an end." *Lake v. Woodcreek Homeowners Ass'n.*, 169 Wash.2d 516, 526, 243 P.3d 1283 (2010). The Code is unambiguous with regard to who it covers and who it does not. The Code covers officers, employees and volunteers. It does not cover separate corporate entities. There is no ambiguous language in the Code that suggests Pierce County will defend a separate corporate entity. Moreover, the Code is unambiguous in requiring a "proper request" for a defense and in preventing a party from hiring his or her own attorney without the County's consent. The court

should reject the Committee's request to engage in statutory construction.

Even if the court were to reach the merits of the Committee's legislative "intent" argument, that argument should be rejected. The Committee argues that coverage should be inferred for the policy reason of protecting those individuals who agree to accept appointments as commissioners. The Legislature has already addressed this policy concern by enacting RCW 35.82.080(2), which allows housing authorities to use revenues to cover operational costs, "including the cost of any insurance."

In addition, the Legislature granted all officers of nonprofit corporations statutory immunity from negligence lawsuits, and this broad grant covers the Housing Authority commissioners:

[A] member of the board of directors or any officer of any nonprofit corporation is not individually liable for any discretionary decision or failure to make a discretionary decision within his or her official capacity as director or officer *unless the decision or failure to decide constitutes gross negligence.*

RCW 4.24.264 (emphasis added). "Gross negligence" is defined as "negligence substantially and appreciably greater than ordinary negligence." *Nist v. Tudor*, 67 Wn.2d 322, 331, 407 P.2d 798 (1965). When the tenants filed their lawsuit against PCHA in 2008, they evidently elected against naming the commissioners as defendants because the commissioners had statutory immunity from the tenants' negligence claim. When faced with incurring the heightened burden of proving "gross negligence," the tenants elected not to name the commissioners, thereby allowing the plaintiffs to sue under the lesser burden of negligence. This case itself illustrates that the Committee's argument is not compelling. The commissioners in this case never faced personal liability because the plaintiffs chose not to personally name them as defendants to their lawsuit. The court should reject the Committee's request that the Code be construed as providing insurance for the commissioners. They were never in need of it. The commissioners and other volunteers are adequately protected

under current statutes.

The Committee also attempts to support its statutory construction argument with testimony from an individual, Michael Panagiotu, to establish the intent of the legislative body in establishing the County's self-insurance fund. Panagiotu was formerly employed by Pierce County as its risk manager. He was separated from County employment and not employed at the time of his deposition in March 2009. CP 378. "[N]either a legislator, nor a private citizen, is permitted to testify as to what the intent of the legislature was in the passage of a particular statute." *State v. Consolidated Freightways Corp.*, 72 Wis.2d 727, 738, 242 N.W.2d 192 (1976); *Arden Farms Co. v. City of Seattle*, 2 Wn.2d 640, 646, 99 P.2d 415 (1940). Panagiotu's testimony does not lend support to the Committee's argument.

Finally, the Appellant Committee appears to argue that principles from insurance law apply to the interpretation of the Code. For example, the Committee argues "in the insurance

context, ambiguities are resolved against the drafter-insurer and in favor of the insured." Brief of Appellant, at 24 (*citing American Nat. Fire. Ins. Co. v. B&L Trucking and Constr. Co.*, 134 Wn.2d 413, 428, 951 P.2d 250 (1998)). Appellant further argues that "This rule of interpretation controls despite the insurer's intention to the contrary." Brief of Appellant, at 24.

The appellant's argument should be rejected. This case involves the construction and application of county ordinances. This case does not involve the interpretation of an insurance contract. Consequently, the rules that govern the relationship between individuals and insurance companies who are parties to an insurance contract are inapplicable here. Equally inapplicable here are considerations that may exist for addressing the unequal bargaining power between the individual policyholder and the insurance company.

What controls here instead is the plain language of the Code. *See Parkhurst v. City of Everett*, 51 Wn.2d 292, 294, 318 P.2d 327 (1957) ("If the words employed in the declaring

part of a statute be plain, unambiguous, and well understood according to their natural and ordinary sense and meaning, the statute furnishes a rule of construction beyond which a court cannot go.") The Housing Authority is not an officer, employee or volunteer of Pierce County's. Nor are the Housing Authority's commissioners Pierce County's "volunteers." The trial court correctly ruled that the Pierce County Code did not support the Committee's "coverage" argument.

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IV. CONCLUSION

For the reasons stated above, Pierce County respectfully requests that the court affirm the trial court's summary judgment dismissal of this case. The Pierce County Code neither authorizes nor requires the County to serve as the Housing Authority's insurer.

DATED: January 30, 2015.

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CERTIFICATE OF SERVICE

I hereby certify that a true copy of the forgoing BRIEF OF RESPONDENT PIERCE COUNTY was delivered this 30th day of January, 2015, by electronic mail to the following pursuant to the agreement of the parties:

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DATED this 30th day of January, 2015.



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APPENDIX

Chapter 2.120

COUNTY LIABILITY FOR OFFICERS AND EMPLOYEES

Sections:

- 2.120.010 Duty to Defend.**
- 2.120.020 Request of Defense.**
- 2.120.030 Duty of County Officer, Employee or Volunteer.**
- 2.120.040 Payment of Claims.**
- 2.120.050 Determination of Scope of Employment.**
- 2.120.060 Scope of Protection.**
- 2.120.070 Application to Volunteers.**

2.120.010 Duty to Defend.

- A. Pierce County agrees, as a condition of employment or acceptance of services to defend upon proper request, all civil claims or civil actions for damages brought or maintained against its officers, employees and/or volunteers arising out of the acts, errors or omissions in the performance or good faith attempt to perform, the official duties of said officer, employee or volunteer.
- B. For the purposes of this Chapter, "officers, employees and/or volunteers" includes the spouse of each such person if such spouse is made a party to an action for damages solely because of the existence of the marital community.
- C. The Pierce County Council may, in its discretion, provide for the defense of its officers or employees in a criminal action arising out of the acts, errors or omissions in the performance or good faith attempt to perform, the official duties of said officer or employee.

(Ord. 85-59 § 1, 1985; Ord. 84-57 § 1 (part), 1984; prior Code § 4.03.010)

2.120.020 Request of Defense.

To properly request such a defense, the officer, employee or volunteer shall make written request of defense to the Risk Manager and to the Prosecuting Attorney within seven days of receipt of notice of the filing of said claim or action. The written request shall include the following:

- A. Identification of all Pierce County officers, employees and/or volunteers involved in the incident;
- B. Information regarding the time, place and circumstances of the incident;
- C. Names and addresses of all injured parties and known witnesses;
- D. Copies of every demand, notice, summons or other process relating to said incident received by the officer, employee, volunteer or his representative.

(Ord. 84-57 § 1 (part), 1984; prior Code § 4.03.012)

2.120.030 Duty of County Officer, Employee or Volunteer.

- A. Upon a determination by the County Executive or Prosecuting Attorney, as set forth in PCC 2.120.050, that the alleged acts, errors or omissions of the officer, employee or volunteer did in fact arise out of the performance or good faith attempt to perform their official duties, the County shall commence its defense of the claim or action. However,

the continuation of the defense shall be contingent upon the cooperation of the officer, employee or volunteer with the Risk Manager, Prosecuting Attorney, or their agents or designees. The officer, employee or volunteer shall:

1. Assist in making settlements;
 2. Assist in the conduct of actions and enforcement of claims against any person or organization who may be liable, in whole or in part, for the loss arising out of the incident;
 3. Attend interviews, depositions, hearings and trials;
 4. Assist in securing and giving evidence and obtaining the attendance of witnesses.
- B. If the County agrees to defend said action, the officer, employee or volunteer shall not be required to make any payment, assume any legal obligation or incur any expense arising out of the defense or in settlement of the claim or action.
- C. In the event that any such officer, employee or volunteer fails or refuses to cooperate as specified above, or elects, without the consent of the Prosecuting Attorney, to provide his or her own legal representation with respect to the claim or action, the County shall have no duty to:
1. Defend;
 2. Pay or reimburse for any costs incurred in the defense; or
 3. Pay or reimburse for any damages for which the officer, employee or volunteer becomes legally obligated.

(Ord. 84-57 § 1 (part), 1984; prior Code § 4.03.014)

2.120.040 Payment of Claims.

The provisions of PCC 2.120.010 shall not modify existing procedures or requirements of law for processing and payment of claims, to which the County is a responsible party defendant; provided, that such claims, lawsuits and judgments against officers, employees or volunteers of the County shall be handled in all respects in the same manner as those in which a claim is filed or a lawsuit brought against the County. Notwithstanding any other provisions of this Chapter, Pierce County shall have no duty to defend and/or pay any claims or actions against any County official, employee or volunteer arising out of the operation of a vehicle of said officer, employee or volunteer if said vehicle is neither owned nor leased by the County. (Ord. 84-57 § 1 (part), 1984; prior Code § 4.03.020)

2.120.050 Determination of Scope of Employment.

The determination of whether said officer, employees or volunteers were acting or making a good faith attempt to act within the scope and course of their duties of employment by the County, shall be made by the Executive, or, in the case of any elected official of the County other than the Prosecuting Attorney, by the Prosecuting Attorney. (Ord. 84-57 § 1 (part), 1984; prior Code § 4.03.030)

2.120.060 Scope of Protection.

The provisions contained in PCC 2.120.010 through 2.120.050 shall apply to claims and actions arising out of current or past accidents, events or occurrences that are not excluded by the provisions of this Code. (Ord. 84-57 § 1 (part), 1984; prior Code § 4.03.040)

2.120.070 Application to Volunteers.

The provisions of PCC 2.120.010 through 2.120.050 shall apply to all volunteers who perform assigned or authorized duties for Pierce County when they are performing or making a good faith attempt to perform those assigned or authorized duties. (Ord. 84-57 § 1 (part), 1984; prior Code § 4.03.050)