

COALITION OF SMALL POLICE AGENCIES INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT is entered into under the Interlocal Cooperation Act (Chapter 39.34 R.C.W.) between the Law Enforcement Agencies of the Cities of Algona, Black Diamond, Clyde Hill, Duvall, Enumclaw, Issaquah, Lake Forest Park, Medina, Normandy Park, Pacific and Snoqualmie, herein referred to as "Cooperating Agencies" or "Agencies" to be known as the "Coalition of Small Police Agencies" and,

WHEREAS, the Cooperating Agencies wish to implement to the extent hereafter provided, the provisions of the Revised Code of Washington Chapter 39.34 (hereinafter "R.C.W. 39.34") which became effective of July 1, 1967 and July 1, 1985, respectively, so as to empower law enforcement officers ("Officers" as defined herein) of each and all Cooperating Agencies to exercise extraterritorial law enforcement authority, including arrest, within each of the other Cooperating Agencies; and

WHEREAS, the Cooperating Agencies wish to provide such other assistance as any of the parties may require in time of emergency or other time of need; and

WHEREAS, the Cooperating Agencies have common goals, staffing needs, training needs and other needs in common in the area of law enforcement, and the joint cooperation contemplated by this Agreement will allow the parties each to provide improved law enforcement services at less cost; and

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **Definitions:** As used herein the following terms shall have the following meanings:
 - a. "Administrative Board" shall mean the board comprised of all agency heads of the Cooperating Agencies, or their designees, who shall be responsible for administering this cooperative Agreement.
 - b. "Agency of Primary Jurisdiction" shall mean the Agency within which an arrest is being made, warrant served or other law enforcement activity is occurring.
 - c. "Cooperating Agencies" or "Agencies" shall mean the parties cooperating hereto, and "Agency" shall mean any one of the Agencies.
 - d. "Host Agency" shall mean an Agency of Primary Jurisdiction other than an Officer's own Agency of regular employment.
 - e. "Officer" shall mean a duly sworn commissioned law enforcement officer in the employ of a Cooperating Agency.

- f. "Officer's Primary Jurisdiction" shall mean the geographic area within the territorial limits (corporate limits) of the agency which regularly employs the Officer, or any other public entity that contracts with such agency for police services.
2. Authority: The authority of the Cooperating Agencies entering into this Agreement is that authority granted by the law, including the general powers of the parties, the Washington Interlocal Cooperation Act and the authority granted under RCW 10.93.130 enacted by the Washington Legislature in 1985.
 3. Purpose. The purpose of this Agreement is to authorize Officers of participating agencies to provide law enforcement services within the respective territorial jurisdictions of all Cooperating Agencies.
 4. Request for Assistance. In the event of a major law enforcement operation, the first law enforcement resources to be used shall be those of agency of primary jurisdiction. In the event that such resources are inadequate for the agency of primary jurisdiction to safely control the situation, or there is a need for a specialized unit, a request for mutual aid under this plan will be made directly to a Cooperating Agency or Agencies. Such requests for assistance shall, if possible, specify the number of police officers and types of equipment required, and shall further specify where and to whom such Officers are to report and where and whom the equipment should be delivered.
 5. Operational Command. In the event of mobilization under this agreement, the Agency of Primary Jurisdiction shall take charge of the operations utilizing the Incident Command System, unless the Agency of Primary Jurisdiction specifically requests that a different law enforcement agency or unit fulfill this responsibility, or unless the scope of the problem is multi-jurisdictional, in which case the provisions of Statewide Mutual Aid plan become operative. Taking charge of an operation shall include the directing the assignment of all personnel and equipment. The assignment of duties to Officers of assisting agencies shall be made by the supervising Officer of the Agency of Primary Jurisdiction unless that responsibility is delegated to a different law enforcement agency.
 6. Plans for Mobilization. Each Cooperating Agency should develop and maintain a current plan for mobilization of its personnel and other resources in order to effectively provide mutual aid to other Cooperating Agencies.
 7. Authorized Staff. The parties to this Agreement shall provide the names, address and phone numbers of their staff who have the authority to commit personnel and/or equipment to any major law enforcement operation.

8. Training. The Administrative Board may determine what areas of law enforcement training, both general and specialized, may most efficiently be conducted in a cooperative effort among the Agencies and the method by which it is best accomplished.

The cost of training programs shall be borne among the Agencies in the ratio of the number of Officers from each Agency benefiting from such program, except in situations where the Administrative Board shall determine the costs of the particular training program to be more equitably allocated on a different basis.

9. Grants. The Administrative Board may authorize the application for a procurement of various grant funds that the Administrative Board deems helpful and/or necessary to the purpose of this Agreement.

10. Equipment. The Cooperating Agencies shall routinely update a "Agency Resource List" which describes each Agency's specific equipment that could be used to assist another Agency. The owner Agency of such equipment shall maintain ownership in all situations and shall determine use and costs for said equipment when requested by another Agency.

11. Investigation. Each Agency has recognized expertise within their Agency on dealing with differing types of crime. It is the intent of the Cooperating Agencies to make available specialized experts for the initial phase of an investigation if so requested by another Agency. An officer expertise list will be updated semi-annually and found in Appendix A.

12. Financing. It is one of the primary purposes of this Interlocal Agreement to foster strong, cooperative and mutually beneficial relations between and among the participating Agencies as will promote the effective and efficient delivery of law enforcement services of all. The intent of this Interlocal Agreement is for each Agency to assist each Agency to save costs. No actual budgetary responsibility shall be attached to members through the Interlocal Agreement. All participating Agencies shall operate and participate through their local budgetary process. Specific funding agreements may be structured between member Agencies for specialized services or events; however, those agreements are outside the scope of this Interlocal Agreement.

13. Insurance, Liability: Each Cooperating Agency shall be responsible for the wrongful or negligent actions of its employees while assigned to a cooperative effort as their respective liability shall apply under the laws of the State of Washington and/or Federal law and this Agreement is not intended to diminish or expand such liability.

To that end each Cooperating Agency promises to hold harmless and release all other participating Agencies from any loss, claim or liability arising from

or out of the negligent, tortious action(s) or inaction(s) of its employees, officers and officials. Such liability shall be apportioned among the parties or other at fault persons or entities in accordance with the laws of the State of Washington.

Nothing herein shall be interpreted to:

- a. Waive any defense arising out of RCW Title 41.
 - b. Limit the ability of a participant to exercise any right, defense, or remedy which a party may have with respect to third parties or other Officer(s) whose action(s) or inaction give rises to loss, claim or liability including but not limited to an assertion that the Officer(s) was acting beyond the scope of his or her employment.
 - c. Cover or require indemnification or payment of any judgment against any individuals or Agency for intentionally wrongful conduct outside the scope of employment of any individual or Agency. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her municipal employer, should that employer elect to make said payment voluntarily. This Agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.
14. Press Releases. All Agencies to this Agreement will coordinate press releases relating to joint activities under this Agreement through the office of the Host Agency so as to fully and fairly acknowledge the contributions of all participating Agencies. In the case of on-going investigations, all such press releases will be made with due regard for the integrity of the investigation/prosecution and the safety of Officers.
15. Term of this Agreement. Any Cooperating Agency may withdraw from this Agreement when a period of twenty (20) days has elapsed after notification is made by registered letter to the other Cooperating Agencies' normal business address. Withdrawal or non-execution of this Agreement by any one of the Agencies shall not affect the continued efficacy of the Agreement with regard to the Cooperating Agencies.

CITY OF ALGONA

By: Norm Peterson

CITY OF BLACK DIAMOND

By: Shirley B. Smith

CITY OF CLYDE HILL

By: [Signature]

CITY OF ENUMCLAW

By: [Signature]

CITY OF LAKE FOREST PARK

By: [Signature]

CITY OF NORMANY PARK

By: [Signature]

Martin G. MacReynolds

CITY OF SNOQUALMIE

By: [Signature]

CITY OF DUVAL

By: [Signature]

CITY OF ISSAQUAH

By: [Signature]

CITY OF MEDINA

By: [Signature]

CITY OF PACIFIC

By: [Signature]