

INTERLOCAL COOPERATION AGREEMENT FOR EMERGENCY VEHICLE OPERATION COURSE (EVOC) TRAINING

THIS INTERLOCAL AGREEMENT FOR EMERGENCY VEHICLE OPERATION COURSE (EVOC) TRAINING ("Agreement") is entered by and among Grays Harbor County and the identified Cities and Tribal Agencies listed below, each of which is a municipal corporation of Washington State, and Tribes, which are federally recognized Tribes, all collectively referred to herein as the "Parties" and individually as a "Party".

County of Grays Harbor

City of Aberdeen

City of Hoquiam

City of Ocean Shores

City of Westport

City of Cosmopolis

City of Montesano

City of Elma

City of McCleary

Quinault Indian Nation

RECITALS

- A. The Interlocal Cooperation Act, Chapter 39.34 RCW, allows public agencies to enter into cooperative agreements to jointly perform any governmental service, activity, or undertaking that it is authorized by law to perform.
- B. Emergency Vehicle Operations Course (EVOC) Training is essential and required for sworn law enforcement personnel. Providing this training collaboratively with other law enforcement agencies increases officer safety in multi-jurisdictional responses and pursuits and is an economically efficient use of resources.
- C. Emergency Vehicle Operations Course Training and Pursuit Intervention Training performed in a multi-jurisdictional format, requires financial costs associated with the maintenance and fueling of designated vehicles, outfitting of new designated training vehicles, as well as other equipment purchases such as safety cones, spray paint, etc.
- D. The Parties desire to execute this Agreement to memorialize the terms and conditions of the Program.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and mutual promises and covenants, the Parties agree as follows:

- 1. **AUTHORITY.** This Agreement is entered into pursuant to chapter 39.34 RCW.
- 2. **ESTABLISHMENT OF EVOC TRAINING PROGRAM.** The Parties through this Agreement hereby establish the EVOC Training Program ("EVOC" or "Program") for the purposes identified in this Agreement.

3. **PURPOSE.** The purpose of this Agreement is to provide for the joint and cooperative undertaking of the Parties to establish, implement and manage an EVOC Program, identify those persons responsible for administering the Program, and define responsibilities as contemplated in RCW 39.34.030.
4. **ORGANIZATION.** No separate legal or administrative entity is created by this Agreement nor do the Parties intend to create through this Agreement a separate legal or administrative entity subject to suit.
5. **ADMINISTRATOR.** The **Montesano Police** Department shall function as the administrator of the Program, in coordination and cooperation with the Parties. By functioning in this capacity, the City of **Montesano** is not assuming responsibility or liability for the actions or failures to act by the other Parties and/or their respective employees, representatives, or agents.
6. **FINANCE.** The City of Montesano will establish a designated fund for the multi-jurisdictional Emergency Vehicle Operations Course Program. Cooperating agencies of this agreement will financially aid the program by entering funds into this budget item. Decisions relating to the expenditure of these funds may only be achieved by majority support from all cooperating agency department heads for the agencies who are associated with this agreement.
7. **EFFECTIVE DATE, AND DURATION.** This Agreement shall be effective from the date the Agreement is executed by at least two Parties and shall remain in effect for five (5) years unless terminated or extended. This Agreement may be extended for additional consecutive terms upon the written agreement of the Parties.
8. **EVOC PROGRAM AND RESPONSIBILITIES**
 - A. The **Montesano Police** Department will be responsible for the coordination of the Program, which includes Program organization, operation, budget, staffing, and training, in cooperation with the other Parties. A **Montesano Police** Officer shall function as the Program Coordinator. In no event shall the coordination of the Program by the **Montesano Police** Department be considered an allocation of liability to the City of **Montesano** under RCW 10.93.040.
 - B. EVOC training will be provided annually in four (4 to 6) hour blocks. By January 15th of each year, the Regional EVOC Instructor Team will announce the training dates for the subsequent year and advise when classes will be open for registration.
 - C. The **Montesano Police** Department in coordination with the **Aberdeen Police** Department will arrange for the use of sufficient training facilities to conduct the EVOC training. The Parties agree to work cooperatively to provide waivers that may be required for the use of such space. The cost of the training facilities and equipment will be incorporated into the Program attendee fees.
 - D. Each Program attendee will receive four (4) hours of regular EVOC training per year. Pursuit Immobilization Technique (PIT) instructions will be provided to attendees only when such maneuvers are authorized by the attendee's department policy. The Program attendee is responsible for advising his/her instructor when the PIT maneuver IS NOT authorized by the attendee's employing agency. Basic PIT training will be provided in a 6-hour format for those authorized agencies to perform PIT, however, the student has not yet received the initial certification.

- E. Each Party shall keep a current copy of its pursuit policy on file with the Program Coordinator. Program attendees will also be required to bring a copy of the pursuit policy to training for discussion.
- F. Each Party will be responsible for providing the vehicles and fuel to be used by its Program attendees for training purposes. Each Party shall be responsible for any insurance, repairs, fuel, maintenance, damage, or loss to its equipment and vehicles operated by its employees while participating in Program activities and shall hold the other Parties harmless for the same.
- G. The Program will provide donated chase and PIT instruction vehicles for the Program use but encourages the Parties to make additional donations of vehicles to the Program for future use.
- H. The parties listed in this agreement will agree to make a payment of twenty-five dollars (\$25.00) per student from their agency to the Finance Agency. This monetary contribution will be placed into the designated multi-agency line item for the City of Montesano. The monies provided for this fund can only be used to maintain, operate, and enhance the multi-agency Emergency Vehicle Operations Course Program. The Montesano Police Department Designee will report the activity of this account to the cooperating agencies' department heads annually.
- I. The Program Coordinator or his/her designee shall have the authority, in his/her sole discretion, to remove or prohibit any attendee from participating in training activities due to unprofessional, unsafe conduct, or other inappropriate conduct. The attendee's employing agency will be advised accordingly.
- J. The Parties agree to work cooperatively together in good faith in coordinating the Program activities and performing their obligations under this Agreement.

9. PROGRAM INSTRUCTORS

- A. All EVOC instructors will be required to have successfully completed the Basic Emergency Vehicle Operations Instructor Training Course provided by the Washington State Criminal Justice Training Commission or the equivalent.
- B. The Parties will work cooperatively to ensure that there are sufficient qualified EVOC instructors available to meet the needs of the Program. While the Montesano Police Department will provide instructors for the Program, each Party is encouraged to provide EVOC instructors for the Program with the required number of instructors based on the size and training needs of the Party. Each party reserves the right to make changes in its personnel assigned, which includes the number of personnel assigned. The Parties will work cooperatively with the Program Coordinator for the purposes of scheduling instructors and Program attendees.
- C. All persons functioning as EVOC instructors for the Program will be expected to remain for the entire duration of the session for which they are providing instruction.
- D. The Program Coordinator or his/her designee shall have the authority, in his/her sole discretion, to remove or prohibit an instructor(s) from participating in instruction activities based on performance, attendance, teaching ability, unsafe conduct, unprofessional, or other inappropriate behavior. The instructor's employing agency will be advised accordingly.

- E. Nothing in this Agreement shall prohibit or otherwise prevent a Party from sending designated supervisory personnel to any training for the purposes of monitoring and/or evaluating their agency's personnel, training, or equipment.

10. FEES

- A. Each Party will be required to pay the Program, through the Montesano Police Department, a fee of (\$25.00) twenty-five dollars for every Program attendee the Party sends to participate in the Program. The fees will be calculated and adjusted based on the actual costs of providing the Program.
- B. The **Montesano** Police Department will invoice each Party for all attendee fees. Invoices shall be paid within 30 days of the invoice date. Any Party failing to pay the invoiced amount may be excluded from participation in the Program. The Montesano Police Department will make every attempt to invoice these fees approximately 15 days prior to the New Year, to assist with the parties' financial budgets.
- C. Agencies who have donated a vehicle for a PIT Training Vehicle during the year will be excluded from being invoiced during that training year. For the purposes of defining, "A donated PIT Training Vehicle": a PIT training vehicle is a patrol sedan or SUV which has been outfitted with a metal bumper system (PIT bumper system) and the airbags of the vehicle have been removed as well as the ABS braking system has been disengaged.
- D. TRAINING RECORDS. Upon successful completion of Program training, each Party will receive verification of its employee's Program attendance. Each Party shall be responsible for maintaining and retaining training records for its employees.

11. TERMINATION, DISSOLUTION, PROPERTY DISPOSITION. Any Party may terminate their participation in this Agreement for any reason upon 60 days prior written notice to the other Parties. The termination of a Party shall not automatically result in the dissolution of this Agreement. A terminated Party assumes no responsibility for the acts or omissions occurring after the effective termination date but shall remain liable for acts or omissions occurring prior to the effective date of termination. The Program may be dissolved in its entirety by unanimous agreement of all Parties. Upon termination or dissolution, all property provided by the Party or Parties for Program use will be returned to the respective contributing agencies unless otherwise agreed.

12. INDEPENDENT CAPACITY, AND RESPONSIBILITIES.

- A. Each Party and its respective employees or agents shall act as an independent contractor and continue to be the employees or agents of that Party (the primary commissioning agency) which shall be solely and exclusively responsible for that employee or agent and shall not be considered for any purpose whatsoever to be employees or agents of another Party to this Agreement. No Party shall have the authority to bind another Party nor control the employees, agents, or contractors of another Party to this Agreement. All rights, duties, and obligations of the employer shall remain with the primary commissioning Agency. Each Party agrees to indemnify, defend and hold harmless the other Parties in any action arising from or related to the negligence of its own employees, including all costs of defense and attorney's fees.

- B. Each Party shall be solely and exclusively responsible for the compensation, benefits, training expenses, equipment, costs, and all other costs and expenses for its employees. Each Party will be responsible for ensuring compliance with all applicable laws, collective bargaining agreements, and civil service rules and regulations regarding its own employees. No Party shall have the authority to bind another Party nor control the employees, agents, or contractors of another Party to this Agreement. All rights, duties, and obligations of a Party shall remain with that Party.

13. INSURANCE

- A. Each Party will maintain sufficient insurance coverage to cover any and all hazards, damages, costs and liabilities associated with the Program activities, which shall at minimum include the following coverage:
- i. General Liability insurance with minimum combined single limits of one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate. The policy will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall not contain any exclusions which relate to or arise out of the Program activities under this Agreement. The policy will contain a severability of interests' provision.
 - ii. Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000) for each occurrence with respect to each of Party's owned, hired, and non-owned vehicles on the premises at the EVOC training. The policy will contain a severability of interests' provision.

14. INDEMNIFICATION

- A. Each Party shall indemnify, defend, and hold harmless the other Parties, and the other Parties' officers, employees, and agents from any and all allegations, complaints, losses, claims, damages, attorney's fees, or costs for wrongful and/or negligent acts or omissions of the Party and/or its officers, employees, or agents relating to or arising out of Program activities. In the case of allegations, complaints, losses, claims, damages, attorney fees, or costs against more than one Party, any damages allowed shall be levied in proportion to the percentage of fault attributable to each Party, and each Party shall have the right to seek contribution from each of the other Parties in proportion to the percentage of fault attributable to each of the other Parties. The Parties shall cooperate and jointly defend any such matter to the fullest extent allowed by law. Nothing in this Agreement is intended to waive any defense under Title 51 RCW.
- B. A Party's obligation to defend, indemnify, and hold harmless the other Party shall not be eliminated or reduced by any alleged concurrent negligence by the other Party. Any damages allowed shall be levied in proportion to the percentage of fault attributable to each Party, and each Party shall have the right to seek contribution from each of the other Parties in proportion to the percentage of fault attributable to each of the other Parties. Moreover, the Parties agree to cooperate and jointly defend any such matter to the fullest extent allowed by law. A Party that has withdrawn assumes no

responsibility for the actions of the remaining members arising after the date of withdrawal but shall remain liable for claims of loss or liability arising prior to the effective date of withdrawal.

15. **NONDISCRIMINATION.** No Party shall discriminate against any person on the basis of race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, veterans status, disability, or other circumstance prohibited by federal, state, or local law, and shall comply with Title VI of the Civil Rights Act of 1964, P.L. 88-354 and Americans with Disabilities Act of 1990 in the performance of this Agreement.

16. **GOVERNING LAW, VENUE, WAIVER OF IMMUNITY.**

A. This Agreement shall be governed by the laws of the State of Washington. Each Party consents to the personal jurisdiction of the Superior Court of the State of Washington for all Party claims, disputes, proceedings, or actions in any way arising under, or relating to, this Agreement or the subject matter of this Agreement. The venue for any such claim shall be exclusively in the Grays Harbor Superior Court. Each Tribe hereby expressly grants a limited waiver of sovereign immunity to suit solely for the purposes of this provision. The Tribes will neither direct nor authorize their respective insurers to raise defenses of sovereign immunity or treaty rights on behalf of the Tribes for Party claims authorized by this provision.

B. Nothing in this Agreement shall be construed to authorize any suit, execution, attachment, or judicial process against the persons or property of the Tribe or any of its officers, agents, or employees, or against the Tribal Council or any member thereof, other than as specifically provided herein. In no event shall this Agreement be construed to authorize attachment, execution, or other judicial processes against the real property of the Tribe, any property held in trust by the United States or subject to a restriction against alienation imposed by federal law, or any funds held by or on behalf of the Tribe and derived from federal or state grants or contracts.

C. The provisions of this section shall survive for three (3) years after the expiration or termination of this Agreement.

17. **FILING.** Prior to its entry into force, this Agreement shall be filed with the Grays Harbor County Auditor's Office or, alternatively, listed by subject on the website or other electronically retrievable public source in compliance with RCW 39.34.040.

18. **ADDITIONAL PARTIES.** Additional governmental entities may be added as a party to this Agreement in the future by executing an addendum to this Agreement executed by the party requesting to begin participation in the Program and all current Parties to this Agreement. The Addendum must be filed with the Grays Harbor Auditor's Office in compliance with RCW 39.34.040.

19. **NOTICE.** All notices under this Agreement may be delivered or mailed to the Sheriff or Chiefs of other Parties' law enforcement agency. All notices mailed by regular post (including first class) shall be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

20. COMPLIANCE WITH LAWS. The Parties at all times exercise their rights and perform their respective obligations under this Agreement in full compliance with all applicable laws, ordinances, rules, and regulations of any public authority having jurisdiction.
21. NO JOINT VENTURE. Nothing contained in this Agreement shall be construed as creating any type any type or manner of partnership, joint venture, or other joint enterprises between the Parties.
22. INTEGRATION. This Agreement contains all terms and conditions agreed upon by the Parties, except necessary operational agreements between Participating Agencies in the furtherance of hereof and supersedes any other agreement or understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties.
23. AMENDMENT. This Agreement may be amended from time to time as deemed appropriate by the Parties, provided, any such amendment shall not become effective unless written and signed by all Participating Agencies with the same formality as this Agreement.
24. IMPLIED CONTRACT TERMS. Each provision of law and any terms required by law to be in the Agreement are made a part of the Agreement as if fully stated in it.
25. NO THIRD-PARTY BENEFICIARY. It is the specific intent of the Parties that this Agreement shall not confer third-party beneficiary status on any non-party, including but not limited to the citizens of any Party's jurisdiction.
26. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, with each counterpart, deemed an original. In the event that fewer than all named Parties execute this Agreement, the Agreement, when filed as provided herein, shall be effective as between the Parties that have executed the Agreement to the same extent as if no other parties had been named.
27. ASSIGNMENT. This Agreement shall not be assigned in whole or in part by any Party to this Agreement. Any attempt to assign this Agreement shall be void.
28. WAIVER. A failure by any Party to exercise its rights under this Agreement shall not preclude that Party from the subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the Party.
29. SEVERABILITY. These provisions of this Agreement are severable. Any term or condition of this Agreement or application thereof deemed to be illegal, invalid, or unenforceable, in whole or in part, shall not affect any other term or condition of the Agreement, and the Parties' rights and obligations will be construed and enforced as if the Agreement did not contain the particular provision.
30. SURVIVAL. The rights and obligations of the Parties shall survive the term of this Agreement to the extent that any performance is required under this Agreement after the expiration or termination of this Agreement, or extension thereof.
31. HEADINGS. Headings of this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

32. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the Parties and supersedes any other agreement or understanding of the Parties relating to the subject matter of this Agreement.

33. AUTHORIZATION. Any authorizations, actions required or permitted to be taken, and any document required or permitted to be executed under this Agreement will be taken or executed only by a duly authorized representative of the Party. Each Party warrants and represents to the other that a person signing below has been properly authorized and empowered to execute this Agreement on behalf of the Party for whom they signed and, if applicable, to waive sovereign immunity as required by this Agreement.

DATED this _____ day of _____, 2022

APPROVED

BRETT VANCE, MONTESANO CHIEF OF POLICE

DATED this _____ day of _____, 2022

APPROVED:

APPROVED:

VINI SAMUEL, Mayor

CHRISTOPHER JOHN COKER, City Attorney

ATTEST:

GRETCHEN SAGEN, Chief Financial Officer

APPROVED AND EXECUTED this _____ day of _____, 2022

**BOARD OF COMMISSIONERS
GRAYS HARBOR COUNTY, WASHINGTON**

VICKIE RAINES, Chair

JILL WARNE, Commissioner

KEVIN PINE, Commissioner

ATTEST:

Jenna Amsbury, Clerk of the Board

APPROVED AND EXECUTED this _____ day of _____, 2022

CITY OF ABERDEEN

APPROVED:

DALE GREEN, Chief of Police

APPROVED:

PETE SCHAVE, Mayor

APPROVED AS TO FORM:

PATRICE KENT, City Attorney

ATTEST:

PATRICIA SOULE, Finance Director

APPROVED AND EXECUTED this _____ day of _____, 2022

CITY OF OCEAN SHORES

APPROVED:

NECCIE LOGAN, Chief of Police

APPROVED:

JOHN MARTIN, Mayor

APPROVED TO FORM:

BRENT F. DILLE, City Attorney

ATTEST:

SARA D. LOGAN, City Clerk

APPROVED AND EXECUTED this _____ day of _____, 2022

CITY OF WESTPORT

APPROVED:

APPROVED:

NATE SAUNDERS, Chief of Police

ROB BEARDEN, Mayor

APPROVED AS TO FORM:

ATTEST:

WAYNE HAGEN, JR., City Attorney

MARGO TACKETT, City Clerk - Treasurer

APPROVED AND EXECUTED this _____ day of _____, 2022

CITY OF COSMOPOLIS

APPROVED:

APPROVED:

CASEY STRATTON, Chief of Police

KYLE PAULEY, Mayor

APPROVED AS TO FORM:

ATTEST:

STEVE JOHNSON, City Attorney

DARRIN C. RAINES, City Administrator

APPROVED AND EXECUTED this _____ day of _____, 2022

CITY OF MONTESANO

APPROVED:

APPROVED:

BRETT VANCE, Chief of Police

VINI SAMUEL, Mayor

APPROVED AS TO FORM:

ATTEST:

CHRISTOPHER COKER, City Attorney

GRETCHEN SAGEN, City Financial Officer

APPROVED AND EXECUTED this _____ day of _____, 2022

CITY OF ELMA

APPROVED:

SUSAN SHULTZ, Chief of Police

APPROVED:

JIM SORENSEN, Mayor

APPROVED AS TO FORM:

RICK HUGHES, City Attorney

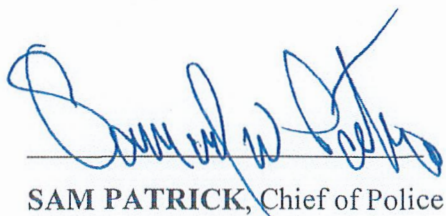
ATTEST:

WENDY COLLINS, City Clerk

APPROVED AND EXECUTED this 7 day of MARCH, 2023

CITY OF MCCLEARY

APPROVED:



SAM PATRICK, Chief of Police

APPROVED:

Chris Miller, Mayor

APPROVED AS TO FORM:

Chris Coker, City Attorney

ATTEST:

Ann-Marie Zuniga, Clerk – Treasurer

APPROVED AND EXECUTED this _____ day of _____, 2022

QUINULT INDIAN NATION

APPROVED:

MARK JAMES, Chief of Police

By: _____

SIGNATURE

PRINT

Title: _____