

**SECOND MODIFICATION TO
THE INTERLOCAL COOPERATIVE AGREEMENT TO PROVIDE LAW ENFORCEMENT
MUTUAL AID BETWEEN THE WASHINGTON STATE PATROL, KING COUNTY SHERIFF'S
OFFICE, UNIVERSITY OF WASHINGTON, AND THE CITIES OF BELLEVUE, CLYDE HILL,
DUVALL, KIRKLAND, ISSAQUAH, LAKE FOREST PARK, MEDINA, MERCER ISLAND,
REDMOND, AND SNOQUALMIE FOR THE CREATION OF THE
INDEPENDENT FORCE INVESTIGATION TEAM – KING COUNTY (IFIT-KC)**

I. RECITALS

WHEREAS, the following agencies entered into an INTERLOCAL AGREEMENT, as amended, (“Agreement”) to provide law enforcement mutual aid and mobilization between the Parties for incidents described more fully in the Agreement:

- Washington State Patrol;
- King County Sheriff's Office;
- Bellevue PD;
- Duvall PD;
- Kirkland PD;
- Clyde Hill PD;
- Issaquah PD;
- Lake Forest Park PD;
- Medina PD;
- Mercer Island PD;
- Redmond PD;
- Snoqualmie PD;
- University of Washington Police Department AND

WHEREAS, the authority of the cooperating agencies entering into the Agreement is that authority provided by Washington law including, and subject to, the general powers of the Parties, the Washington Interlocal Cooperation Act as codified in Chapter 39.34 RCW, and the Washington Mutual Aid Peace Officers Powers Act as codified in Chapter 10.93 RCW; and

WHEREAS, the City of Seattle also seeks to join as a Party in the Agreement, adding the Seattle Police Department (SPD) as a Member Agency, subject to all the terms and conditions of the Agreement and its subsequent modifications; and

WHEREAS, paragraph 8 of the Agreement provides for modification, so long as the modification is approved, in writing, by all parties to the Agreement;

NOW THEREFORE, in consideration of the terms and provisions herein, it is agreed between the Parties that the Agreement shall be modified as follows:

II. ADDITION OF A PARTY TO THE AGREEMENT

The Seattle Police Department (SPD) shall be added as a member agency of the Independent Force Investigation Team- King County (IFIT-KC) and shall be included along with other member agencies when collectively referenced as the “Parties” or “Member Agencies” in the Agreement.

The City of Seattle, by signing below, affirms that it has reviewed and agrees to comply with all terms of the Agreement, including written Modifications to the Agreement.

III. MODIFICATION OF THE AGREEMENT

(A) A new subsection (f) will be added to Section II, paragraph 4 of the Agreement:

f. Upon request, IFIT-KC will provide independent investigative services to a member agency that requests assistance under this Agreement for the purpose of investigating any incident involving use of deadly force by a member agency officer against or upon a person who is in-custody, as defined by RCW 43.102.010, in a jail operated by a member agency. IFIT-KC shall render those independent investigative services consistent with the IFIT-KC Protocol, the requirements of RCW 70.48.510, and the purposes of this Agreement.

(B) Section II, paragraph 4 (b) of the agreement shall be modified as follows:

IFIT-KC will only provide independent investigative services required by RCW 10.114.011 to any member agency that requests assistance under this Agreement. IFIT-KC shall render those independent investigative services consistent with the IFIT-KC Protocol, purposes of this Agreement, and Chapter 139-12 WAC.

(C) Section II paragraph 4 (d) of the agreement shall be modified as follows:

Member agencies acknowledge that some member agencies may be required to provide limited access outside the immediate crime scene to an independent oversight agency/committee. An involved agency is responsible for communicating expectations with their oversight agency, which includes restricting access to the crime scene prior to IFIT-KC arrival. Once control of the incident scene is transferred over to IFIT-KC, the incident control, security, and access into the crime scene will be managed consistently with the IFIT-KC protocols.

(D) No other terms of the Agreement, excepted as stated herein, are modified.

Consistent with the Agreement, this modification may be signed in counterparts and, if so signed, shall be deemed one integrated agreement.

This Second Modification to the Agreement shall become effective on the date it is signed by the City of Seattle and one more member agency, and it shall become effective for a subsequently signing member on the date it is signed by the member.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Modification as of the latest day and year written below.

CITY OF BELLEVUE

Name:

Title:

Date:

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF KIRKLAND

Name:

Title:

Date:

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF MEDINA

Name:

Title:

Date:

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF DUVALL

Name:

Title:

Date:

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF CLYDE HILL

Name:

Title:

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City Clerk

Approved as to Form:

City Attorney

CITY OF MERCER ISLAND

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KING COUNTY SHERIFFS OFFICE

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City Clerk

Approved as to Form:

City Attorney

CITY OF ISSAQUAH

Name:

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City Clerk

Approved as to Form:

City Attorney

CITY OF LAKE FOREST PARK

CITY OF SEATTLE

Name:

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Date:

Date:

Attest:

Attest:

City Clerk

City Clerk

Approved as to Form:

Approved as to Form:

City Attorney

City Attorney