

**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 "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 Cooperating Agencies to exercise extraterritorial law enforcement authority, including arrest, within each of the other cooperating Agencies; and

WHEREAS, the Cooperating Agencies which 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 Coordinating 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.
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 the primary responsible agency. In the event that such resources are inadequate for the primary responsible agency 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 Primary Responsible Agency 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 its 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 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 agencies 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 inter-local agreement is for each agency to assist each agency to save costs. No actual budgetary responsibility shall be attached to members through the inter-local 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 appear 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 actions or inactions 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 actions or inaction give rise 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.

2/12/2003

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 department 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: _____

CITY OF BLACK DIAMOND

By:  _____

12/02/02

CITY OF CLYDE HILL

By: [Signature]

CITY OF ENUMCLAW

By: [Signature]

CITY OF LAKE FOREST PARK

By: _____

CITY OF NORMANY PARK

By: [Signature]
Martin G. MacRydale

CITY OF SNOQUALMIE

By: [Signature]

CITY OF DUVALL

By: [Signature]

CITY OF ISSAQUAH

By: _____

CITY OF MEDINA

By: [Signature]

CITY OF PACIFIC

By: [Signature]

Insurance Authority

P.O. Box 1165

Renton, WA 98057

October 21, 2002

Phone: 425-277-7237

Fax: 425-277-7242

Mr. Michael F. Knapp
Chief of Police
P.O. Box 144
Medina, WA 98039-0144

Dear Chief Knapp,

This letter is in response to your request for WCIA to review the draft Interlocal Agreement and to comment on the liability provisions as they relate to protecting our member cities' interest. The coalition has elected to go with an agreement, which supports the liability apportionment concept that "each agency" is responsible for its own liability. While WCIA encourages an "equal shares" concept it is realized that very few Departments are actually using it, therefore, in an effort to assist the Membership WCIA has expanded our guidelines to include other apportionment concepts, such as the one chosen by this coalition.

Thank you again for the opportunity to review this agreement while it is still in the conceptual stage. If you have any questions on this or any other risk management issue please feel free to give me a call.

Sincerely,



Rob Roscoe
WCIA Risk Management Rep

cc: Jan Burdue, WCIA Delegate
Dolor Saquing, WCIA Risk Management Rep

Enclosure

Cities Insurance Association of Washington

May 12, 2003

RECEIVED

MAY 14 2003

CITY OF DUVALL

Police Chief Glenn Merryman
City of Duvall
PO Box 1300
Duvall, WA 98019

RE: Interlocal Agreement

Dear Chief Merryman:

Thank you for the opportunity to assist your agency and the coalition regarding reviewing of the Interlocal Agreement.

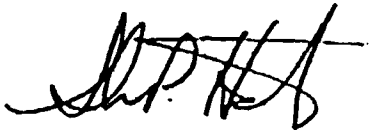
First, we would like to congratulate you the other agencies on their efforts in combining this group into a coalition, for the betterment of law enforcement, for the improved policing and training in these areas. Such a venture is not an easy undertaking, however, the rewards will be a huge benefit to all participating parties.

We have reviewed this Agreement and have concluded, to meet our requirements; no further recommendations are in order.

As always, it is a good practice to have your agency's legal counsel review any and all agreements before entering into them.

It was been a pleasure being of service to the City of Duvall. Should you need further assistance or wish to take part in further risk management services, please feel free to contact our office.

Sincerely,



Shane P. Heston, Director
Risk Management/Loss Control Services

/ks

cc: Dianne Nelson, City of Duvall



CANFIELD & ASSOCIATES, INC. • 451 Diamond Drive • Ephrata, WA 98823
v (509) 764-2027 • FAX (509) 764-3408 • TOLL FREE 1-800-407-2027 v



ASSOCIATION OF
WASHINGTON CITIES

Employee
Benefit Trust

Risk
Management
Service Agency

Drug &
Alcohol Testing
Consortium

1076 Franklin St. SE
Olympia, WA 98501-1346

Phone: 360-753-4137
Toll Free: 1-800-562-8981
Fax: 360-753-0148

Website: www.awcnet.org

April 14, 2003

City of Algona
Chief Shawn Crutchfield
402 Warde St.
Algona, WA 98001

Re: Interlocal Cooperation Agreement

Dear Chief Crutchfield:

Thank-you for forwarding the above document for our review prior to implementation. We have reviewed the document and find that it meets our guidelines for mutual aid agreements.

Each entity should be responsible at all times for the actions of their officers, regardless of where the service to the public occurs.

We wish you good luck in this new relationship.

Sincerely,

Randy Lumsden, CCLA, AIC
Program Coordinator/Claims Manager

C. City of Algona File

RECEIVED

APR 15 2003

ALGONA POLICE DEPT.