INTERLOCAL COOPERATIVE AGREEMENT
TO PROVIDE LAW ENFORCEMENT MUTUAL AID AND MOBILIZATION
BETWEEN THE WASHINGTON STATE PATROL, THE KING COUNTY
SHERIFF, AND THE CITIES OF BELLEVUE, BLACK DIAMOND, BOTHELL, ISSAQUAH,
KIRKLAND, MERCER ISLAND, REDMOND AND SNOQUALMIE
IN THE EVENT OF A LAW ENFORCEMENT-INVOLVED FATAL OR SERIOUS INJURY
INCIDENT

1. DATE OF AGREEMENT AND PARTIES. This Agreement, dated the first day of March 2013, is
entered into by the undersigned municipal corporations or towns organized or created under the laws
of the State of Washington, the Washington State Patrol and King County.

2. AUTHORITY FOR AGREEMENT. This Agreement is entered into as an interlocal agreement
pursuant to the Interlocal Cooperation Act, as codified in Chapter 39.34 of the Revised Code of
Washington, and specifically RCW 39.34.080.

3. PURPOSE OF THE AGREEMENT. Each party has the power, authority and responsibility to
investigate officer-involved fatalities or serious incidents occurring within its boundaries. The parties
want to maintain community trust and recognize best practices when investigating such incidents by
creating a King County Investigative Response Team (KCIRT). KCIRT will provide expert investigative
aid to any party to this Agreement when a party requests such aid.

4. MUTUAL AID AND LAW ENFORCEMENT SERVICES. Each party will, to the best of its ability
and as resources allow, furnish employee(s) to work as part of KCIRT. The KCIRT Board of Directors,
created pursuant to section 9 below, shall appoint a KCIRT Commander. The KCIRT Board of Directors
is also authorized to draft, implement and amend policies and procedures consistent with the purposes
of this agreement. KCIRT will then provide expert investigative services to any party that requests
assistance in investigating a law enforcement-involved fatal or serious injury incident. Each party
participating in a particular KCIRT investigation shall render those services expected of it in a timely
and professional manner. Each party participating in a particular KCIRT investigation shall generally
be responsible for all costs of its participation (specifically including any employee overtime and/or
back-fill requirements); provided, however, the party requesting a KCIRT investigation may be
required, subject to prior authorization and approval by the party, to reimburse extraordinary costs (for
example, for distant travel) arising out of the investigation.

5. TERM. This Agreement shall be effective on March 1, 2013 for one (1) year, regardless of the date of
execution, and shall be automatically renewed on the last day of February of each successive year for an
additional one (1) year period. Any party may terminate its participation in this Agreement by giving 60
days’ notice of termination to all participating parties hereto. The withdrawal of any party shall not,
however, automatically result in the dissolution of the KCIRT, but rather the withdrawing party shall,
after the effective date of the withdrawal, no longer be considered a party under this Agreement.

6. INDEPENDENT CONTRACTOR; EMPLOYEE RESPONSIBILITY. The parties acknowledge and
agree that in the performance of this Agreement, the KCIRT and those specific parties participating in
an investigation are acting as independent contractors of the party requesting such investigation and
not as agents of each other. Any and all employees of any party assigned to KCIRT shall be considered
an employee only of the party that regularly employs such person. The contributing party shall be
solely and exclusively responsible for the compensation and benefits for their employee(s) assigned to
KCIRT. All rights, duties, and obligations of the employer and the employee shall remain with the party
for which the employee works. Each party shall be responsible for ensuring compliance with all
applicable laws with regard to its employees and with provisions of any applicable collective bargaining
agreements and civil service rules and regulations. The provisions of RCW 10.93.060 shall apply to all
employees assigned to KCIRT.

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7. INDEMNITY AND HOLD HARMLESS.
   A. Subject to Paragraph B below, each party to this Agreement agrees to indemnify and hold harmless the other participating agencies and their elected officials, officers, employees, from any loss, claim, judgment, settlement or liability, including costs and attorneys' fees, arising out of and to the extent caused by the negligent acts or omissions of the indemnifying party arising out of the KCIRT activities under this Agreement. For this purpose, each indemnifying party, by mutual negotiation, hereby waives, as respects KCIRT and all other non-indemnifying parties only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event a non-indemnifying member incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this Section, all such fees, expenses and costs shall be recoverable from the indemnifying party.

   B. NOTHING HEREIN SHALL REQUIRE OR BE INTERPRETED TO: Cover or require indemnification or payment of any judgment against any individual or member-agency for intentionally wrongful conduct of any individual or for any judgment for punitive damages against any individual or member agency. Payment of punitive damage awards shall be the sole responsibility of the individual against who said judgment is rendered and/or his or her employer, should that employer elect to make said payment voluntarily and consistent with the requirements of Washington law.

8. GOVERNING BODY. KCIRT shall be administered by a Board of Directors consisting of each Chief or Sheriff, or his/her designee, that provides KCIRT with at least one detective, supervisor or commander. Each member of the Board shall have an equal vote and voice on all Board decisions. A majority of Board members, or their designees, must be present at each meeting for any action taken to be valid. All Board decisions shall be made by a majority vote of the Board members, or their designees, appearing at the meeting in which the decision is made. The Board of Directors shall administer KCIRT consistent with its adopted policies and procedures. The Board of Directors shall have the authority to add members to KCIRT where the addition of the public agency is in the best interest of KCIRT and the newly added member will positively affect KCIRT's ability to achieve its objectives.

9. COUNTERPARTS. This Agreement may be signed in counterparts and, if so signed, shall be deemed one integrated agreement. Pursuant to RCW 39.34.040, this Agreement shall be listed by subject on the City of Bellevue's web site or on the web site of any other party to this Agreement.

10. MODIFICATION. The parties may amend, modify, or supplement this Agreement only by written agreement executed by all the parties hereto.

11. MERGER AND ENTIRE AGREEMENT. This Agreement merges and supersedes all prior negotiations, representations and/or agreements between the parties relating to the subject matter of this Agreement and constitutes the entire contract between the parties.

12. NO THIRD PARTY BENEFICIARIES. There are no third party beneficiaries to this Agreement, and this Agreement shall not impart any rights enforceable by any person or entity that is not a party hereto.

Signature page immediately following
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ENFORCEMENT-INVOLVED FATAL OR SERIOUS INJURY INCIDENT

CITY OF ____________________________  CITY OF ____________________________
By: ____________________________ Date ____________________________ By: ____________________________ Date ____________________________

CITY OF ____________________________  CITY OF ____________________________
By: ____________________________ Date ____________________________ By: ____________________________ Date ____________________________

CITY OF ____________________________  CITY OF ____________________________
By: ____________________________ Date ____________________________ By: ____________________________ Date ____________________________

CITY OF ____________________________  COUNTY OF KING
By: ____________________________ Date 3/21/13

WASHINGTON STATE PATROL  CITY OF ____________________________
By: ____________________________ Date ____________________________ By: ____________________________ Date ____________________________

KCIRT ILA
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By: ______________________ Date ______________________

CITY OF ________________ Kirkland ______________________ CITY OF ________________ Mercer Island
By: ______________________ Date ______________________

CITY OF ________________ Redmond ______________________ COUNTY OF KING
By: ______________________ Date ______________________

WASHINGTON STATE PATROL
By: ______________________ Date ______________________

CITY OF ____________________________ Snoqualmie
By: ______________________ Date 3/10/2013
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CITY OF Bellevue
By: [Signature] Date 5-2-13

CITY OF Black Diamond
By: [Signature] Date

CITY OF Bothell
By: [Signature] Date

CITY OF Issaquah
By: [Signature] Date

CITY OF Kirkland
By: [Signature] Date

CITY OF Mercer Island
By: [Signature] Date

CITY OF Redmond
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COUNTY OF KING
By: [Signature] Date

WASHINGTON STATE PATROL
By: [Signature] Date

CITY OF Snoqualmie
By: [Signature] Date
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CITY OF        Bellevue                        CITY OF        Black Diamond
By:                                By:                                    Date

CITY OF        Bothell                        CITY OF        Issaquah
By:  ____________________     Date: 4/18/13

CITY OF        Kirkland
By:                                By:                                    Date

CITY OF        Redmond
By:                                By:                                    Date

CITY OF        Mercer Island
COUNTY OF KING

CITY OF        Snoqualmie
WASHINGTON STATE PATROL
By:                                By:                                    Date
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CITY OF ________________________________ COUNTY OF KING
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WASHINGTON STATE PATROL
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WASHINGTON STATE PATROL

By: ___________________________ Date: ___________________________

COUNTY OF KING

By: ___________________________ Date: ___________________________

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By: ___________________________ Date: ___________________________

P. G. Kendall 3-18-2013
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CITY OF __________________________ COUNTY OF KING
By: ___________________________ Date __________________________

WASHINGTON STATE PATROL  C130590CSC
By: ___________________________ Date __________________________

APPROVED AS TO FORM

ASSISTANT ATTORNEY GENERAL

KCIRT ILA
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By:                   Date                   By:                   Date

CITY OF               Redmond               COUNTY OF KING
By:                   Date                   By:                   Date

WASHINGTON STATE PATROL
By:                   Date                   By:                   Date

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