ORIGINAL

INTERLOCAL COOPERATION AGREEMENT TO PROVIDE MUTUAL AID AND MOBILIZATION BETWEEN THE ELLENSBURG POLICE DEPARTMENT, CENTRAL WASHINGTON UNIVERSITY POLICE DEPARTMENT , KITTITAS POLICE DEPARTMENT, CLE ELUM/ROSLYN/SOUTH CLE ELUM POLICE DEPARTMENT AND THE KITTITAS COUNTY SHERIFF'S OFFICE.

THIS AGREEMENT is entered into this 4th day of August, 2008, under the Interlocal Cooperation Act (Chapter 39.34 R.C.W.) and the Washington Mutual Aid Peace Officers Powers Act (Chapter 10.93 RCW) between the Kittitas County Sheriff's Office, Ellensburg Police Department, Central Washington University Police Department, Kittitas Police Department, and Cle Elum/Roslyn/South Cle Elum Police Department, herein referred to as "Cooperating Agencies" or "Agencies" to be known as "Coalition of Kittitas County Law Enforcement Agencies"; and,

WHEREAS, a major law enforcement operation may affect more than one law enforcement agency which necessitates joint cooperation in order that persons and property may be protected and the peace maintained; and

WHEREAS, under the provisions of the Interlocal Cooperation Act, Chapter 39.34 RCW, law enforcement agencies referred to by the Washington Mutual Aid Peace Officers Powers Act may contract with other such agencies to provide mutual law enforcement assistance; and

WHEREAS, the Washington State Legislature in 2008 required each institution of higher education to enter into memoranda of understanding that set forth responsibilities for the various local jurisdictions in the event of a campus emergency and the shared use of equipment and technology in the event of an emergency; 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,

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 or emergency 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

g) "Automatic Aid" shall mean if an incident or emergency happens in one jurisdiction, the neighboring jurisdiction will automatically respond without a call for help from the affected jurisdiction.

2) Authority: The authority of the Cooperating Agencies entering into this Agreement is that authority granted by the law, including, and subject to, the general powers of the parties, the Washington Interlocal Cooperation Act and the authority granted under Chapter 10.93 R.C.W., the Washington Mutual Aid Peace Officers Powers Act. Consistent with the provisions of RCW 10.93.001(4), this Agreement shall not create a duty to act in extraterritorial situations beyond any duty which may otherwise be imposed by law or which may be imposed by the "primary commissioning agency" as that term is defined in RCW 10.93.020(8).

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 to 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 situation is multi-jurisdictional, in which case the provisions of the Statewide Mutual Aid plan become operative. Taking charge of an operation shall include directing the assignment of all personnel and equipment. The assigning of duties to officers of Assisting Agencies shall be made by the supervising officer of the Host 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 to KITTCOM 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 in support of this Agreement

10) Equipment: The Cooperating Agencies shall routinely update an "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 in dealing with different 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 compiled by the Cooperating Agencies will be maintained at KITTCOM and updated no less than annually.

12) Drug Investigations: The Cooperating Agencies recognize that drug offenders live and operate within our collective community. The Cooperating Agencies further recognize that such offenders frequently cross jurisdictional boundaries between agencies; thus affecting the entire community. For this reason the Cooperating Agencies

recognize that from time to time the need will arise to work cooperatively on investigations of mutual interest. A participating agency to this Agreement can call upon another Cooperating Agency at any time for assistance and resources. It is expected that the agency of primary jurisdiction requesting assistance will have completed the initial stages of the investigation and will have explored possible strategies prior to requesting assistance.

The Host Agency will maintain jurisdiction and/or oversight of the investigation unless it is formally relinquished to another Participating Agency. Officers who provide assistance under this Agreement will take direction from the requesting agency in so far as those directions are compatible with their individual agency policies and procedures.

13) Financing: It is one of the primary purposes of this Interlocal Agreement to foster strong, cooperative, and mutually beneficial relations between and among the Cooperating Agencies as will promote the effective and efficient delivery of law enforcement services of all. Part of the intent of this Interlocal Agreement is to reduce overall expenses. No actual financial 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

14) Automatic Aid: When an incident or emergency happens in one jurisdiction and response is inevitable because of the perceived type of incident, size of the incident or perceived seriousness of the incident, the neighboring jurisdiction will endeavor to automatically respond without a call for help from the affected jurisdiction. Once the situation is stabilized, additional assistance needed by a neighboring jurisdiction will be evaluated by the Host Agency and either continuation of assistance or a request to terminate assistance will be ordered by the incident commander.

15) Press Releases: Cooperating Agencies will coordinate press releases relating to joint activities under this Agreement through the office of the Host Agency. The Host Agency will fully and fairly acknowledge the contributions of all participating agencies. In the case of ongoing investigations, all such press releases will be made with due regard for the integrity of the investigation/prosecution and the safety of officers.

16) Liability / Indemnification: 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 shall indemnify, defend and hold harmless all other Participating Agencies, their officers, officials, agents and employees from and against any losses, claims, damages, demands, actions, causes of action, liability or expenses (including reasonable attorney fees) arising from or out of the wrongful or

negligent acts or omissions of its employees, officers, and officials. Such liability shall be apportioned among the at-fault parties or other at-fault persons or entities in accordance with the laws of the State of Washington. The indemnification provided for in this paragraph shall survive any termination or expiration of this agreement.

Nothing herein shall be interpreted to:

a) Waive any defense arising out of RCW Title 41.

b) Limit the ability of any party hereto to exercise any right, defense, or remedy which a party may have with respect to third parties or other officer(s) whose actions or inactions 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 who said judgment is rendered and/or his or her governmental 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.

17) Duration and Termination: This Agreement shall commence and be effective as of the date first written above and will automatically renew each year unless terminated sooner by mutual written agreement of the parties. Any Cooperating Agency may withdraw from this Agreement by giving written notice of termination to the other parties at least thirty (30) days prior to the date of such termination. Withdrawal from, 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 remaining Cooperating Agencies.

18) Agreement Not For Benefit of Third Parties: This Agreement is entered into solely for the benefit of the parties hereto and vests no rights in, or is it enforceable by, any third parties.

19) Modification: The provisions of this Agreement may be modified or amended only by written mutual agreement of the parties.

20) Filing: This Agreement shall be filed with the Kittitas County Auditor and as otherwise required by the provisions of RCW 39.34.040.

21) Real or Personal Property: No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

22) Non-Waiver: The failure of any party hereto to insist upon strict performance of any provision of this Agreement or to exercise any right based upon such a breach thereof or

the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.

23) Severability: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

24) Governing Law/Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any action, suit, judicial or administrative proceeding for the enforcement of this Agreement shall be brought and tried in Kittitas County Superior Court.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

Kittitas County Sheriff's Office

By: _____

City of Ellensburg

By: _____

Central Washington University

By: _____

City of Kittitas

By: _____

City of Cle Elum

By: _____

AG'S SIGNATURE ON FILE