

**INTERLOCAL COOPERATION AGREEMENT
FOR LAW ENFORCEMENT MUTUAL AID BETWEEN
THURSTON COUNTY LAW ENFORCEMENT AGENCIES**

18765

This AGREEMENT is entered into by THURSTON COUNTY, a subdivision of the State of Washington and its Sheriff, the cities of Lacey, Olympia, Tumwater, Yelm, and Tenino, municipal corporations in the State of Washington, and the EVERGREEN STATE COLLEGE for the purpose of setting forth their plan for mutual law enforcement aid as provided herein.

WHEREAS, law enforcement agencies have the responsibility of protecting lives and property and keeping the peace; and

WHEREAS, effective control during a major disorder or law enforcement operation depends upon the immediate use of all available law enforcement resources in order to protect life and property; and

WHEREAS, in Thurston County, a major disorder or law enforcement operation may affect more than one law enforcement agency necessitating joint cooperation in order that persons and property may be protected and the peace maintained; and

WHEREAS, it is necessary and desirable that a cooperative agreement be executed for the purposes of effectuating mutual aid on a county-wide basis; and

WHEREAS, RCW Chapter 10.93, the Washington Mutual Aid Peace Officers Powers Act authorizes the parties to enter into an agreement for mutual aid pursuant to the Interlocal Cooperation Act (Chapter 39.34 RCW),

NOW, THEREFORE, the parties agree as follows:

1. **DEFINITIONS**

The following items shall have the following meanings, unless the context indicates otherwise:

- (a) "Assisting Agency"
Any or all other police agencies contacted for mutual aid by the primarily responsible agency.
- (b) "Major Disorder"
A large scale breach of peace, public disturbance, or natural disaster.
- (c) "Mobilization"
To organize or put into readiness for active law enforcement services.
- (d) "Mutual Aid"
Aid or assistance in which two or more agencies agree to perform in common.
- (e) "Primary Jurisdiction"

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The geographical area of jurisdiction of the primarily responsible agency.
 - (f) "Primarily Responsible Agency"
The law enforcement agency within whose local geographical jurisdiction a major disorder or law enforcement problem first occurs.
 - (g) "Signatory Agency"
Law enforcement agencies participating in this mutual aid agreement by virtue of the fact that their governing body has authorized and signed this agreement.
2. In the event of a major disorder or other law enforcement operation, the first law enforcement resources to be used shall be those of the primarily responsible agency. In the event that such resources are inadequate to control the situation by the primarily responsible agency, or there is a need for a specialized unit, a request for mutual aid under this plan will be made directly to an assisting agency (requests for specific individual units) or through the office of the Sheriff who is designated as the mutual aid coordinator for the county in accordance with the Statewide Law Enforcement Mutual Aid Plan. Such requests for assistance shall, if possible, specify the number of police officers and types of equipment requested, and shall further specify where and to whom such officers are to report and where and to whom the equipment should be delivered. Assisting agencies will inform the requesting agency at the earliest possible time whether or not resources are available and to what extent.
 3. In the event of mobilization under this agreement, the primarily responsible agency shall take charge of the operation unless the primarily responsible agency specifically requests that a different law enforcement agency fulfill this responsibility or unless the scope of the problem is multi-jurisdictional, in which case the provisions of the Statewide Mutual Aid plan become operative. This shall include 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 primarily responsible agency unless that responsibility is delegated to a different law enforcement agency as indicated above.
 - (a) In the event that the situation, by its nature, requires tactical intervention whereby the primarily responsible agency requests a tactical response by the Thurston County Sheriff's Special Weapons and Tactical Team (SWAT), responsibility for command and control of such tactical team and its operation will reside with the Sheriff and/or his designee(s). Mobilization of the Sheriff's Special Weapons and Tactical Team will be in accordance with the provisions of TCSO Policy 39.1.2, Subsection A concerning tactical team mobilization.
 4. The parties to this agreement shall provide the names, addresses, and phone numbers of its staff who have the authority to commit personnel and/or equipment to any mobilization effort.

5. The agencies participating in this mutual aid agreement will make all press releases through the primarily responsible agency, or jointly, if agencies have concurrent jurisdiction and have agreed to make joint press releases.
6. The primarily responsible agency shall establish a command post in such a manner as to provide an area suitable for the staging and directing of resources and will notify all assisting agencies at the earliest possible time of its location.
7. Arrest policies will be determined by mutual agreement of the agencies at the outset of any mutual aid incident.
8. Transportation of prisoners to the Thurston County Jail will be coordinated by the supervising officer in charge of the incident.
9. The primarily responsible agency will be responsible for supplying and/or replacing supplies needed and/or used by officers from assisting jurisdictions. These supplies shall include food, fuel for police vehicles, chemical agent gas, or any other supplies that are reasonably needed to sustain the officers in enforcing the law and maintaining order as determined by the primarily responsible agency. Each agency will be responsible for any repairs and/or damages done to their own vehicles or equipment as a result of participation in mutual aid. Should the request for mutual aid from the primarily responsible agency be for materials or equipment only, then the primarily responsible agency will be responsible for any repairs and/or replacement of damaged items.
10. The primarily responsible agency will not be responsible for salaries or overtime pay for officers from assisting agencies. Each agency shall only be responsible for the actions of its own employees and shall insure its own employees for false arrest, assault and battery, false imprisonment or detention, malicious prosecution, libel or slander, wrongful entry or eviction or other invasion of rights of private occupancy and/or wrongful death, bodily injury, property damage, and comprehensive liability.
11. Each agency shall carry for the duration of this agreement general liability, property damage, and false arrest insurance with the following minimums:

General Liability	\$1,000,000.00
Property Damage	\$1,000,000.00
False Arrest	\$ 500,000.00

It is understood that each of the parties hereto may fulfill the requirements set forth in this section through either self insurance or the duly authorized insurance pool.

12. Whenever any commissioned officer of a signatory agency, acting pursuant to this agreement, is injured and thus unable to perform his/her duties by reason of engaging in mutual aid but isn't at the time acting under the immediate direction of his/her employer, the officer or his/her dependents shall be

accorded by his/her employer the same benefits which he/she or they would have received had that officer been acting under the immediate direction of his/her employer in his/her own jurisdiction.

13. Full-time, paid commissioned officers who are responding to any call for mutual aid shall be automatically commissioned by virtue of this agreement, through the commissioning authority of the primarily responsible agency, and, therefore, shall be empowered to exercise the same police authority during the time of mutual aid as though they were full-time commissioned officers of the primarily responsible agency. This provision shall apply whether the mutual aid request is:
 - a) Of a formal nature between department heads;
 - b) Of a less formal nature through agreement of Watch Commanders or Shift Supervisors; or,
 - c) When the officers of one jurisdiction cross jurisdiction boundaries to aid or assist the officers of another jurisdiction signatory to this Agreement.
14. If signatory agencies have reserve officers or part-time officers, in addition to full-time, paid, commissioned officers, they shall normally be exempt from the automatic commissioning as outlined above in paragraph 13, except those reserve officers working under the immediate supervision of a full-time officer. Reserve or part-time officers may be extended automatic commissioning at the direction of the department head who requests mutual aid *provided, however*, that such determination should be worked out in advance amongst the heads of the signatory agencies. In any event, reserve or part-time officers sent to another jurisdiction in response to a request for mutual aid shall be accompanied by and under the immediate supervision of a full-time officer of the assisting agency.
15. Each signatory agency should develop and maintain a current plan for mobilization of its personnel and other resources in order to effectively provide mutual aid to the other signatory agencies.
16. Any signatory 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 signatory agencies' normal business address. Withdrawal or non-execution of this agreement by any one agency shall not affect the continued efficacy of the agreement with regard to other signatory agencies.
17. **Venue:** This agreement has been and shall be construed as having been made and delivered in the State of Washington, and it is mutually understood and agreed by each party hereto that this agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action in a lawsuit in equity or judicial proceedings for the enforcement of this agreement or any provisions thereof shall be instituted and maintained only in courts of competent jurisdiction in Thurston County, Washington.

18. **Modification:** No changes or modification to this agreement shall be valid or binding upon parties to this agreement unless such changes or modifications are in writing and executed by all parties.
19. **Severability:** It is understood and agreed by the parties hereto that if any part of this agreement is declared invalid, the validity of the remaining provisions shall not be affected and the rights and obligations of the parties shall be construed as if the agreement did not contain the particular invalid part. If it should appear that any provision herein is in conflict with any statutory provision of the State of Washington, said provision shall be deemed inoperative and null and void insofar as it may be in conflict therewith and shall be modified to conform to such statutory provisions.
20. **Extend of Agreement:** This agreement contains terms and conditions agreed upon by the parties. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this agreement between the parties hereto.
21. **Relation of Agreement to Statewide Mutual Aid Plan:** All of the provisions of this agreement are designed to be in accordance with the Statewide Mutual Aid Plan as instituted and adopted through the Washington Association of Sheriffs and Police Chiefs. Thus, while this document serves to clarify and define the working relationship for law enforcement mutual aid within Thurston County, nothing herein precludes the adoption of specific mutual aid agreements between the signatory agencies of this county and those of other counties which comprise respectively the district and regional configurations mentioned in the mutual aid plan.
22. **Notices:** Any notice required or permitted to be given under this agreement shall be deemed sufficient if given in writing and sent by registered or certified mail to the signatory agencies.
23. **Hold Harmless:** Each of the participating agencies that are a party to this agreement agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions, or those of its officers, agents or employees, to the fullest extent required by law, and agrees to save, indemnify, defend, and hold the other agencies harmless from any such liability.
24. **Plan Review:** Each of the participating agencies that are party to this agreement will meet bi-annually to review and recommend any necessary changes to the plan set forth in this agreement.
25. **Joint Board:** This agreement created no joint board and no separate legal entity.
26. **Duration of Agreement:** This agreement shall be effective on the date of the last signature affixed hereto and shall terminate upon mutual agreement of the parties.

27. **Recording or Posting:** Prior to its entry into force, this agreement shall be filed with the Thurston County Auditor's Office or posted upon a website as provided by RCW 39.34.040.

THURSTON COUNTY:

BY: Karen Valenzuela June 14, 2011
Chair Board of County Commissioners Date

THURSTON COUNTY SHERIFF:

BY: John D. Snaza 6/17/2011
John D. Snaza Date

Approved as to form:

David Stump
Deputy Prosecuting Attorney

CITY OF LACEY:

BY: [Signature] 10/23/2011
City Manager Date

Approved as to form:

[Signature]
City Attorney

CITY OF OLYMPIA:

BY: [Signature] 9-27-11
Mayor Date

Approved as to form:

[Signature]
City Attorney

CITY OF TUMWATER:

BY: Pete Kmet
Mayor

8/2/11
Date / /

Approved as to form:

[Signature]
City Attorney

CITY OF YELM:

BY: [Signature]
Mayor

10/11/11
Date

Approved as to form:

[Signature]
City Attorney

CITY OF TENINO:

BY: [Signature]
Mayor

11.8.11
Date

Approved as to form:

[Signature]
City Attorney [Signature]

THE EVERGREEN STATE COLLEGE:

BY: [Signature]

NOV 28, 2011
Date

Approved as to form:

Assistant Attorney General