



CITY OF KIRKLAND
Police Department
123 Fifth Avenue, Kirkland, WA 98033 425.587.3481
www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager

From: Cherie Harris, Captain
Eric Olsen, Chief of Police

Date: February 27, 2013

Subject: King County Investigative Response Team - Interlocal Agreement

RECOMMENDATION:

That the City Council authorize the City Manager to execute the attached Intergovernmental Cooperation Agreement (ILA) allowing the City of Kirkland Police Department to become a member of the regional King County Investigative Response Team (KCIRT)

BACKGROUND DISCUSSION:

The Kirkland Police Department recognizes the gravity of an officer-involved shooting or serious use of force incident. The current best practice recommendation for law enforcement is to request an outside agency to investigate a critical incident of this nature. The Department places great importance on the need to maintain public trust by providing transparency and accountability when serious incidents occur that involve its officers. The overarching goal is to ensure that the investigation of such an event is conducted in a thorough, complete, professional and fair manner free from conflicts of interest.

The purpose of the agreement is to authorize the Kirkland Police Department's participation in a multi-agency investigative team (KCIRT) comprised of the following agencies:

- Bellevue
- Bothell
- Black Diamond
- Issaquah
- King County
- Kirkland
- Redmond
- Snoqualmie
- Mercer Island
- Washington State Patrol

Team members are experienced Detectives who have received specialized training in the investigation of fatal or otherwise serious injury incidents to include, but not limited to, officer involved shootings and or similar use of force.

The Chief of Police will be a member of the board of directors with voting authority over any changes to policy, procedure or protocol. There is little financial impact to the department as there is no independent "KCIRT budget" or other such start up costs. KCIRT will have a command structure similar to other multi-agency endeavors to include a commander, assistant-commander and a number of supervisors who will be responsible for directing participating detectives. The department has identified two Kirkland Detectives with the necessary skills needed to participate as investigators on KCIRT.

Kirkland's participation in KCIRT will allow for additional training and opportunities to use advanced investigative techniques. This cooperative effort will consequently enhance our current skills, experience and general response capability in the investigation of other serious criminal matters in the City of Kirkland.

The Department is eager to partner with the other KCIRT agencies to provide a regional approach to investigating officer-involved critical incidents that will instill public confidence while providing independent oversight.

RESOLUTION R-4970

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING AN INTERLOCAL 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.

WHEREAS, the Washington State Patrol, King County Sheriff and the cities of Bellevue, Black Diamond, Bothell, Issaquah, Kirkland, Mercer Island, Redmond and Snoqualmie are public agencies as defined by RCW Chapter 39.34 and RCW Chapter 10.93, and are authorized to enter into interlocal agreements to provide for joint or cooperative actions to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, each agency has the power, authority and responsibility to investigate officer involved fatalities or serious incidents occurring within its jurisdiction; and

WHEREAS, the agencies want to maintain community trust and recognize best practices when investigating such incidents by providing expert investigative aid to all law enforcement agencies within King County who request such aid;

NOW, THEREFORE, be it resolved by the City Council of the City of Kirkland as follows:

Section 1. The City Manager is authorized and directed to execute on behalf of the City of Kirkland an Interlocal Agreement substantially similar to that attached as Exhibit "A", which is entitled "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 to Provide Mutual Aid and Mobilization in the Event of a Law Enforcement-Involved Fatal or Serious Injury Incident."

Passed by majority vote of the Kirkland City Council in open meeting this ____ day of _____, 2013.

Signed in authentication thereof this ____ day of _____, 2013.

MAYOR

Attest:

City Clerk

**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.

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

**INTERLOCAL COOPERATIVE AGREEMENT
TO PROVIDE LAW ENFORCMENT 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
TO PROVIDE MUTUAL AID AND MOBILIZATION IN THE EVENT OF AN LAW
ENFORCEMENT-INVOLVED FATAL OR SERIOUS INJURY INCIDENT**

CITY OF Bellevue

By: _____ Date _____

CITY OF Black Diamond

By: _____ Date _____

CITY OF Bothell

By: _____ Date _____

CITY OF Issaquah

By: _____ Date _____

CITY OF Kirkland

By: _____ Date _____

CITY OF Mercer Island

By: _____ Date _____

CITY OF Redmond

By: _____ Date _____

COUNTY OF KING

By: _____ Date _____

WASHINGTON STATE PATROL

By: _____ Date _____

CITY OF Snoqualmie

By: _____ Date _____