

AMENDED AND RESTATED INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

THE WASHINGTON STATE PATROL, PIERCE COUNTY SHERIFF'S OFFICE, KING COUNTY PROSECUTOR'S OFFICE, AND THE MUNICIPALITIES OF AUBURN, BONNEY LAKE, FEDERAL WAY, LAKEWOOD, TACOMA, TUKWILA, AND THE PORT OF SEATTLE FOR THE CREATION OF THE PUGET SOUND AUTO THEFT TASK-FORCE.

This Amended and Restated Interlocal Cooperative Agreement amends and restates the Interlocal Cooperative Agreement between the Washington State Patrol, Pierce County Sheriff's Office, King County Prosecutor's Office, and the Municipalities of Auburn, Bonney Lake, Federal Way, Lakewood, Tacoma, and Tukwila for the Creation of the Puget Sound Auto Theft-Task Force, effective January 25, 2018, to add the Port of Seattle to the Agreement.

I. PARTIES

The parties to this Agreement are the Washington State Patrol, Pierce County Sheriff's Office, King County Prosecutor's Office, and the Municipalities of Auburn, Bonney Lake, Federal Way, Lakewood, Tacoma, Tukwila, and the Port of Seattle, each of which is a state, county, or municipal corporation operating under the laws of the State of Washington.

II. AUTHORITY

This Agreement is entered into pursuant to Chapters 10.93 and 39.34 of the Revised Code of Washington.

III. PURPOSE

The parties to this Agreement wish to establish and maintain a multi-jurisdictional team to effectively investigate and enforce the laws relating to auto theft. This Agreement is intended to replace previously executed interlocal agreements that were established for the ACE and P.A.T.R.O.L. Auto Theft Task Forces related to the WATPA grant awards. This Agreement does not replace any previously executed interlocal agreements by the parties to provide backup law enforcement services. This team shall be referred to as the Puget Sound Auto Theft Task-Force. The parties do not intend to create through, this agreement, a separate legal entity subject to suit.

IV. FORMATION

There is hereby created a multi-jurisdictional team to be hereafter known as the Puget Sound Auto Theft Task-Force, by the parties (hereafter referred to as participating jurisdictions) to this Agreement.

V. STATEMENT OF PROBLEM

The Washington State Legislature has recognized that automobiles are an essential part of our everyday lives. The family car is typically the second largest investment a person owns, the theft of which causes a significant loss and inconvenience to people, imposes financial hardship, and negatively impacts their work, school, and personal activities. Appropriate, meaningful, and proportionate penalties should be imposed on those who steal motor vehicles.

King County, Pierce County, and the municipalities therein have experienced an increase in urbanization and population densities resulting in an increase in crime associated with auto theft. This has stretched the resources of individual police department investigative units.

Historically, law enforcement efforts focused on auto theft have been predominately conducted by agencies working independently. A multi-jurisdictional effort to handle auto theft investigations has many benefits, including: the more effective use of personnel, improved utilization of funds, reduced duplication of equipment, improved training, development of specialized expertise, and improved information sharing. This results in improved services for all participating jurisdictions and increased safety for the communities they serve through improved auto theft prosecution.

VI. TASK FORCE OBJECTIVES

The assigned personnel from each participating jurisdiction will form the Puget Sound Auto Theft Task-Force, which will serve the combined service areas of all the participating jurisdictions. The Task Force may also provide assistance to other law enforcement agencies that are not participating jurisdictions pursuant to chapter 10.93 RCW.

The Task Force's objective is to provide enhanced and more efficient use of personnel, equipment, budgeted funds, and training to investigate and aid in the prosecution of prolific or organized auto theft crimes. The Task Force may respond as able, and as approved by the Task Force Supervisors or Commander, to requests for assistance by any participating jurisdiction or by other law enforcement agencies pursuant to chapter 10.93 RCW.

VII. DURATION AND TERMINATION

The term of this Agreement shall be one (1) year, effective upon its adoption and consistent with the Washington Auto Theft Prevention Authority (WATPA) grant period. This Agreement shall automatically extend for consecutive one (1) year terms conditioned upon the receipt of funding through the WATPA grant process.

A participating jurisdiction may withdraw from this agreement by providing thirty (30) days written notice of its withdrawal to the other participating jurisdictions. A participating jurisdiction's withdrawal prior to the WATPA grant's expiration will be ineligible for related grant funds beyond

reimbursement for approved grant expenditures that accrued prior to the participating jurisdiction's withdrawal.

A majority vote of the Board may terminate the Task Force. Any vote for termination shall occur only when the Department Head, or his or her designee, of each participating jurisdiction was given reasonable advance notice of the meeting in which such vote is taken and reasonable advance notice that a vote to terminate the Task Force would be coming before the Board at the meeting.

The participating jurisdictions may completely terminate this agreement by mutual agreement in writing.

Termination of this Agreement or the withdrawal of a party shall not extinguish those obligations described in paragraph XVIII of this Agreement with respect to the withdrawing party as to any incident occurring before the withdrawal of the party. Those obligations described in paragraph XVIII shall survive the termination of this Agreement with respect to any cause of action, claim or liability arising on or prior to the date of termination.

VIII. GOVERNANCE

The City of Federal Way, through its Police Department, shall serve as the Lead Administrative Agency for purposes of this Agreement. The other participating agencies are sub-recipients. The Lead Administrative Agency shall be responsible for establishing proper accounting procedures, an audit-trail, and the collection and provision of required reports and statistics. Sub-recipients shall submit to the Lead Administrative Agency all bills for reimbursement to ensure that those bills comply with grant policies and regulations prior to the Lead Agency submitting all reimbursements together to WATPA for payment.

The Task Force shall be governed by an Executive Board ("Board") composed of one member from each participating jurisdiction that has at least one full-time employee assigned to the Task Force (Board Member). Each Department Head shall have an equal vote and voice on all Board decisions. All Board decisions shall be made by a majority vote of the Board members, or their designees, appearing at the meeting where the decision is made. A quorum of the Executive Board must be present for any vote to be valid. A presiding officer shall be elected by the Board together with such other officers as a majority of the Board may deem appropriate.

The Board shall meet quarterly, unless otherwise determined by the Board. Any Board member may call extra meetings as appropriate. The presiding officer shall provide no less than forty-eight (48) hours' notice of all meetings to all members of the Board; PROVIDED, however, that in emergency situations, the presiding officer may conduct a telephonic meeting or a poll of individual Board members to resolve any issues related to such emergency.

The Board may, at its discretion, adopt policies, regulations, and operational procedures that shall apply to Task Force operations. If adopted, the Task Force written policies, regulations, and operational procedures shall apply to all operations. Officers assigned to the Task Force remain employees of their employing agency and are subject to the policies of their employing agency. To the extent that the written policies, regulations, and operational procedures of the Task Force conflict with the written policies, regulations, and operational procedures of the individual jurisdictions, the Task Force members will adhere to the written policies, regulations, and procedures of their employing agency.

IX. COMMAND AND CONTROL

In the event of a mobilizing incident, the primarily responsible agency will be the agency in whose jurisdiction the incident has occurred. The primarily responsible agency shall appoint a command level officer to serve as Incident Commander to be the officer in charge of the local event. The Incident Commander retains full authority and control throughout the incident and shall make any decision as to the resolution of the incident.

X. TASK FORCE STAFF

Upon adoption of this Agreement, the staff listed below shall be assigned and serve at the pleasure of the Board. The Board shall have authority to determine which participating jurisdictions will contribute staff and shall have authority to approve of staff assigned by a party. The Board may change, eliminate, or add staff positions as deemed appropriate. The Board shall, to the best of its ability, determine which participating jurisdictions may provide staff for the various positions during the previous year's budget cycle. A staff member of the Task Force may be removed from his or her position for any reason by majority vote of the Board or by the chief/sheriff of his or her employing jurisdiction. All Task Force staff members shall be in good standing with their employing jurisdiction at all times during their service on the Task Force.

Commander: A Task Force Commander, with the rank of Commander or Captain (or command level equivalent) from his/her employing jurisdiction shall be appointed by the Board. The Commander shall act as the principal liaison between the Board and Task Force staff. The Commander shall operate under the direction of the presiding officer of the Board. The Commander shall be responsible for informing the Board on all matters relating to the function, expenditures, accomplishments, and challenges of the Task Force.

The Commander shall prepare monthly written reports to the Board on the actions, progress, and finances of the Task Force. The Commander shall be responsible for presenting any policies, regulations, and operational procedures and revisions for Board review and approval.

Task Force Supervisor: The Task Force shall have two (2) Supervisors with the rank of Sergeant or equivalent from their respective employing jurisdiction; one (1) supervisor position will be funded by WATPA and appointed by the Board, and one (1) non-WATPA-funded supervisor positions will be provided by the Washington State Patrol. The Task Force Supervisors shall act as the first level supervisors for the Task Force and shall report directly to the Commander.

Task Force Detective: The Task Force shall have seven (7) WATPA-funded detectives assigned from participating jurisdictions that are appointed by the Board and four (4) non-WATPA-funded detectives provided by WSP.

Crime Analyst: The Task Force shall have one (1) WATPA-funded crime analyst provided by one of the participating jurisdictions.

Prosecutor: The Task Force shall have one (1) prosecuting attorney provided by the King County Prosecutor's Office to provide direct access to legal support for improved communication and prosecution of auto theft cases investigated by the Task Force.

Pursuant to RCW 10.93.040, personnel assigned to the Task Force shall be considered employees of the employing jurisdiction, which shall be solely and exclusively responsible for that employee. All rights, duties and obligations of the employer shall remain with the employing jurisdiction. Each participating jurisdiction will comply with all applicable employment laws and any applicable collective bargaining agreements or civil service rules and regulations.

XI. EQUIPMENT, TRAINING, AND BUDGET

Equipment, training, and eligible expenses will be paid by the Task Force as provided in the WATPA grant through the Lead Administrative Agency's finance department. A participating jurisdiction which incurs expenses not provided in the WATPA grant is responsible for those expenses. As provided in the WATPA grant, each participating jurisdiction shall provide a monthly expenditure invoice to the Lead Administrative Agency's finance department documenting those expenses that are eligible for reimbursement through the WATPA grant.

Each participating jurisdiction will provide a vehicle for each full-time Employee assigned by that participating jurisdiction to the Puget Sound Auto Theft Task-Force. The participating jurisdiction is responsible for maintenance of vehicles provided to its employees assigned to the Task Force.

XII. OVERTIME

Overtime funds shall not exceed the amount budgeted in the WATPA grant award. A Task Force supervisor must pre-approve overtime expenditures. Overtime is eligible for reimbursement only if: (1) a Task Force supervisor authorized the overtime; (2) the overtime activity is specifically

related to auto theft prevention efforts; and, (3) WATPA funds are available. When the budgeted overtime funds are depleted, no overtime expenditures will be authorized by the Puget Sound Auto Theft Task-Force or WATPA. For this reason, available funds for reimbursement will be distributed according to the applicable provisions of the Task Force Policy Manual until those funds are depleted. The Task Force Policy Manual is a document that will describe the operational procedures for the task force. If the WATPA overtime funds are depleted, overtime incurred by a Task Force staff member shall be the responsibility of the employing jurisdiction.

XIII. REIMBURSEMENT OF FUNDS

Participating jurisdictions requesting reimbursement for approved expenditures must submit appropriate invoices and itemized receipts monthly, and no more frequently than once each month, for actual expenses. Each reimbursement request must contain a completed reimbursement request expenditure form. Reimbursements will be made for actual expenses based upon the available budgeted amounts provided in the WATPA grant award. The participating jurisdiction is responsible for timely submittal of billing documentation and data reporting to the Lead Administrative Agency. Expenditures made prior to the award date or after the grant expiration date are not authorized and will not be reimbursed.

WATPA will reimburse participating jurisdictions upon submittal of billing documentation, as outlined in the WATPA grant award. Requests for reimbursement for per diem (meal and travel expenditures) must be accompanied by an itemized receipt detailing the item purchased. Copies of timesheets are required for overtime reimbursement. Reimbursement will be made only up to the amount of the limit of the award as indicated in the WATPA grant award. Any cost above and beyond the award limit will be the responsibility of the employing jurisdiction.

XIV. RECORDS

Each party shall maintain records related to the Puget Sound Auto Theft Task-Force in conformance with the Washington State Secretary of State's records retention schedule. All records kept by a participating jurisdiction shall be available for full inspection and copying by any other participating jurisdiction. Records related to the Puget Sound Auto Theft Task-Force include but are not limited to bi-annual WATPA reporting, invoices, and requests for reimbursement along with supporting documentation.

Any party that receives a Public Records Act request for records related to the Puget Sound Auto Theft Task-Force shall notify within two business-days every other participating jurisdiction to this Agreement of the request. All participating jurisdictions will search their records to locate and produce responsive documents.

Criminal investigation reports generated by the Puget Sound Auto Theft Task-Force will be maintained in the records systems of the employing jurisdiction of the primary Task Force staff member who created the report. The primary investigator of an incident or case may include in his or her report supplemental reports that are also filed with another agency by Task Force members.

XV. POLITICAL ACTIVITIES PROHIBITED

No government funds, including WATPA award funds, may be used for or against ballot measures or the candidacy of any person for public office.

XVI. DISTRIBUTION OF ASSETS UPON TERMINATION

Upon termination of this Agreement, any assets acquired by the Puget Sound Auto Theft Task-Force with grant funds shall be distributed by the Board upon a majority vote of all Board members or their designees.

XVII. PRESS RELEASES

All press releases related to Puget Sound Auto Theft Task-Force activity must be authorized by the Task Force Commander, who will coordinate the press release with the police agencies in whose jurisdictions the incident has taken place. In the event that a press release is associated with a public service announcement or public outreach efforts, the Task Force Commander will coordinate the press release with the Board.

XVIII. LIABILITY AND INDEMNIFICATION

The Task Force staff assigned by the employing jurisdiction shall continue under the employment of that jurisdiction for purposes of any losses, claims, damages, or liabilities arising out of or related to the services provided to the Task Force or the activities of the Task Force. Each participating jurisdiction agrees to hold harmless, defend, and indemnify the other participating jurisdictions in the Task Force in any action arising from the negligence of the employees of that jurisdiction including all costs of defense including attorney's fees.

A. Collective Representation and Defense. The jurisdictions may retain joint legal counsel to collectively represent and defend the jurisdictions in any legal action. In the event a jurisdiction does not agree to joint representation, that jurisdiction shall be solely responsible for all attorney fees accrued for its individual representation or defense. The jurisdictions and their respective defense counsel shall make a good faith attempt to cooperate with other participating jurisdictions. Cooperation includes, but is not limited to, providing all documentation requested and making Task Force members available for depositions, discovery, settlement conferences, strategy meetings, and trial.

B. *Insurance*. Each participating jurisdiction shall maintain adequate insurance through the commercial insurance market, an insurance pool, self-insurance, or a combination thereof. The failure of any insurance carrier or self-insured pooling organization to agree to or follow the terms of this Agreement shall not relieve any participating jurisdiction from its obligations under this Agreement.

XIX. NOTICE OF CLAIMS, LAWSUITS, AND SETTLEMENTS

In the event a claim is filed or lawsuit is brought against a participating jurisdiction or its employees for actions arising out of its conduct in support of Task Force operations, that jurisdiction shall promptly notify the other participating jurisdictions of the claim or lawsuit. Any documentation, including the claim or legal complaints, shall be provided to each participating jurisdiction within ten (10) days.

XX. PRE-CLAIM FILING REQUIREMENTS

Section XIX of this Agreement requires that the jurisdiction receiving a claim or lawsuit notify the other jurisdictions of the claim or lawsuit and provide documentation of that claim or lawsuit to the other jurisdictions. Nothing in this Agreement shall be deemed a waiver by any participating jurisdiction of the requirements set forth in Chapter 4.96 RCW, and the fact that a participating jurisdiction provides notice or copies of a claim to another jurisdiction shall not be deemed compliance with the requirement that a party who files suit against a jurisdiction first file a claim with the jurisdiction in accordance with Chapter 4.96 RCW. Moreover, nothing in this Agreement shall be deemed acceptance of service of a lawsuit, and the fact that a participating jurisdiction provides notice or copies of a lawsuit to another jurisdiction shall not be deemed adequate service of such lawsuit in accordance with the state or federal Rules of Civil Procedure or the Revised Code of Washington.

XXI. WRITTEN CONSENT TO ENFORCE TRAFFIC AND CRIMINAL LAWS

Pursuant to Chapter 10.93 RCW, this Agreement shall constitute the prior written consent of each sheriff or police chief of each participating jurisdiction to permit the officers of any participating jurisdiction to enforce traffic or criminal laws in any of the participating jurisdictions in pursuit of the purpose of this Agreement.

XXII. ALTERATIONS

This Agreement may be modified, amended, or altered by agreement of all parties and such alteration, amendment, or modification shall be effective when reduced to writing and executed in a manner consistent with this section.

XXIII. FILING

Upon execution, this Agreement shall be filed with the city clerks of the respective participating municipalities and such other governmental agencies as may be required by law, and each jurisdiction shall, pursuant to RCW 39.34.040, list this Agreement by subject on its official website.

XXIV. SEVERABILITY

If any part, paragraph, section, or provision of this Agreement is held to be invalid by any court of competent jurisdiction, such adjudication shall not affect the validity of any remaining section, part, or provision of this Agreement.

XXV. AUTHORIZATIONS

This Agreement shall be executed on behalf of each participating jurisdiction by its duly authorized representative and pursuant to an appropriate resolution or ordinance of the governing body of each participating jurisdiction. This Agreement shall be deemed effective upon the last date of execution by the last so authorized representative, and upon a successful grant award by WATPA for the July 2017 through June 2019 WATPA grant cycle. This Agreement may be executed by counterparts and be valid as if each authorized representative had signed the original document.

By signing below, the signor certifies that he or she has the authority to sign this agreement on behalf of the participating jurisdiction, and the participating jurisdiction agrees to the terms of the Agreement.

[Signature Pages Follow]

