

**CITY OF SEATAC
DISTRIBUTION SCHEDULE**

Agreement #: 11-A128	Investigative Assistance Agreement with the State of Washington cities of Auburn, Burien, Des Moines, Federal Way, SeaTac and Tukwila
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Term: 08/22/11 thru Ongoing

Reference to: Mot. 3338 **Approved:** 06/28/11

Department/Contact: City Manager's Office

Amendments:

No.	Reference to:	Date approved:	Changes to Agreement per amendment:

Comments: _____

Bid List for Destruction: N/A

Retain this record until after: 10 years after termination

Date Reviewed by Deputy City Clerk: *Marcia Pugh*

INVESTIGATIVE ASSISTANCE AGREEMENT

This Agreement is between the State of Washington cities of Auburn, Burien, Des Moines, Federal Way, Renton, SeaTac and Tukwila (collectively "Cities" and each "City"), which created a governmental administrative agency pursuant to RCW 39.34.030(3) known as the South Correctional Entity, ("SCORE"), effective on August 22, 2011.

RECITAL

WHEREAS, the Cities have worked closely in the past in all aspects of policing services and wish to continue such relationships with regard to the new detention facility built by SCORE and the investigation of any criminal or significant activity that occurs at this facility and pursuant to the authority of the Washington Mutual Aid Peace Officers Powers Act, Chapter 10.93 RCW ("Act"); and

WHEREAS, RCW § 10.93.130, contracting authority of law enforcement agencies, provides: "Under the interlocal cooperation act, chapter 39.34 RCW, any law enforcement agency referred to by this chapter may contract with any other such agency and may also contract with any law enforcement agency of another state, or such state's political subdivision, to provide mutual law enforcement assistance."

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the above recitals which are incorporated by reference herein and other good and sufficient consideration, the Cities agree as follows:

- The SCORE Executive Director or designees and the Cities' Chiefs of Police will cooperate and exercise their professional judgment in requesting and responding to SCORE requests for investigative assistance.
- SCORE will utilize Valley Communications to initiate any required first responder calls for service for those emergency calls that require a police or fire response.
- Beyond emergency response, at the discretion of the Executive Director, SCORE will initiate requests to the Cities for investigative assistance with any investigations requiring the need for outside investigative assistance. The SCORE Executive Director and the Cities' Chiefs of Police will use best efforts to disburse the burden of such requests among the Cities on an equitable basis and the Chiefs of Police will use their best efforts to affirmatively respond to such requests for assistance. In the event that a City police department cannot respond to a mutual aid investigation request, the SCORE Executive Director will seek the aid of one of the Cities or another outside law enforcement agency for an investigation.

- At the sole discretion of the Executive Director, in circumstances where an independent law enforcement investigation (i.e. without the participation of a City) is needed, the SCORE Executive Director, or designee, will acquire the assistance of another outside law enforcement agency. SCORE will be responsible for initiating contact with the Chief of Police for the City of Des Moines, or designee, who is to be notified of the need for law enforcement investigative assistance before another law enforcement agency is requested. SCORE will also notify the Washington Cities Insurance Authority, as the circumstances warrant.
- At the discretion of the SCORE Executive Director, no requests will be made to the Cities' police departments to become involved in matters that are more commonly handled through other investigative means, such as labor employment issues or matters that are to be investigated and handled within SCORE's internal administrative procedures.
- Liability for investigative assistance will be subject to the provisions of the Act.
- A request for investigative assistance should contain the following elements:
 - Communication between SCORE and the Cities
 - Definition of the event that has occurred
 - Staffing requirements expected for the investigation
 - Status as to either lead agency, secondary agency, or to act as an independent reviewer
 - Estimated duration of the investigation
 - Estimation of any after-action events or functions that may occur
 - Comprehensive written report of the event

This Agreement may be executed in counterparts and to be effective on the date above specified.

Penning Burtless

South Correctional Entity

[Signature]

City of Auburn

Neil Watts

City of Burien

[Signature]

City of Des Moines

Shirley R. O.

City of Federal Way

Dennis Law

City of Renton

Todd Cutler

City of SeaTac

Joni Haggertan

City of Tukwila

<p><i>Denning Bursling</i></p> <hr/> <p>South Correctional Entity</p>	<hr/> <p>City of Auburn</p>
<hr/> <p>City of Burien</p>	<hr/> <p>City of Des Moines</p>
<hr/> <p>City of Federal Way</p>	<hr/> <p>City of Renton</p>
<p><i>Tom Bell</i></p> <hr/> <p>City of SeaTac</p>	<hr/> <p>City of Tukwila</p>

Approved as to Form:

[Signature]



RECEIVED
OCT 04 2011
CITY MANAGER'S OFFICE

SOUTH CORRECTIONAL ENTITY
Serving the Cities of Auburn, Burien, Des Moines, Federal Way, Renton, SeaTac, and Tukwila

October 3, 2011

Executive Assistant Lesa Ellis
City of SeaTac
4800 South 188th Street
SeaTac, WA 98188

Subject: Investigative Assistant Agreement

Dear Ms. Ellis:

Enclosed is the fully signed Investigative Assistance Agreement between SeaTac and SCORE. Additionally, I've enclosed a copy of the subject agreement containing the signatures of all the Member Cities.

Sincerely,

Michele Neumann

Michele Neumann
Executive Assistant

Enclosures

1 Seatac Original
e 1 copy all signators

LESA

11-330

CITY OF SEATAC
RECEIVED

OCT 06 2011

TIME: _____
CITY CLERK'S OFFICE