

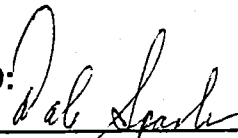
**RESOLUTION NO. 27-2003**

**A RESOLUTION APPROVING THE INTERLOCAL  
AGREEMENT BETWEEN OKANOGAN COUNTY AND THE CITY OF OMAK FOR  
NORTH CENTRAL WASHINGTON SPECIAL RESPONSE TEAM**


THE CITY COUNCIL OF THE CITY OF OMAK, Washington do hereby resolve that the agreement attached hereto between the CITY OF OMAK, a municipal corporation and OKANOGAN COUNTY, a political subdivision under the laws of the State of Washington, is hereby approved. The Mayor is hereby authorized and directed to execute the same for and on behalf of the CITY and the City Clerk/Treasurer is authorized and directed to attest his signature.

INTRODUCED and passed this 10 day of November 2003.

APPROVED:

  
\_\_\_\_\_  
Dale Sparber, Mayor

ATTEST:

  
\_\_\_\_\_  
Trish Butler, City Clerk/Treasurer

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michael D. Howe, City Attorney

**COPY**

**INTERLOCAL COOPERATION AGREEMENT  
POLICE SERVICES**

**North Central Washington Special Response Team  
(SRT Team)**

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**THIS AGREEMENT** is made and entered into under the Interlocal Cooperation Act (Chapter 39.34 RCW) between the **COUNTY OF OKANOGAN**, hereinafter referred to as "**County**", and the **CITY OF OMAK**, hereinafter referred to as "**City**". The respective jurisdictions agree as set forth herein.

**WHEREAS**, it is necessary that the police resources and facilities of the above-named public agencies be made available to create a Special Response Team to provide a highly trained and skilled tactical team as a resource for Okanogan County law enforcement agencies and other contracted agencies in the handling of critical incidents, to include but not necessarily be limited to the following: Hostage situations, barricade situations, sniper situations, high risk apprehension, high risk warrant service, and the personal protection and security of certain individuals; and

**WHEREAS**, it is desirable that each of the parties hereto should voluntarily aid and assist each other in such event by deployment of the Special Response Team to cope with the problems that arise in such events; and

**WHEREAS**, it is necessary and desirable that a cooperative agreement be executed for the interchange of such mutual aid between the jurisdictions hereto; and

**WHEREAS**, effective control during critical incidents depends upon effective activation of all possible manpower resources, including a Special Response Team, and bringing this force to bear to preserve life and property at the location of the incident; and

**WHEREAS**, in the Okanogan County area critical incidents may affect more than one jurisdictional area, thus necessitating such cooperation so that all persons and property may be protected; and

**WHEREAS**, it is believed that the sooner a critical incident can be dealt with effectively, the more protection will be accorded to the citizens,

Now, Therefore,

**IT IS HEREBY AGREED BY AND BETWEEN EACH AND ALL OF THE PARTIES HERETO AS FOLLOWS:**

1. Each party hereto shall develop a plan providing for the creation, training, and mobilization of a Special Response Team to cope with actual and potential civil disturbances, riots, or other major disorders or law enforcement problems.

2. In the event of a critical incident, the first law enforcement resource to be utilized shall be the force of the primarily responsible agency. In the event that such resources are inadequate to control the situation, a request for aid under this plan will be made for use of the Special Response Team.

3. Each party agrees to furnish such resources and facilities and to render services for each and every party to this Agreement to prevent, control or adequately

deal with a critical incident in accordance with duly adopted Standard Operating Procedures (SOPs) for the Special Response Team detailing the method and manner by which such resources, facilities, and services are to be made available and furnished, which operational plans may include provisions for the training and testing to make the Special Response Team effective; *provided, however*, that no party shall be required to deplete unreasonably its own police resources, facilities, and services in providing and furnishing such mutual aid.

4. It is expressly understood that this Agreement, and the SOPs to be adopted pursuant hereto, shall not supplant existing agreements, including mutual aid agreements, existing between jurisdictions in Okanogan County.

5. It is expressly understood that the Sheriff and/or Chief in whose respective jurisdiction a critical incident has occurred shall be in charge at such incident, including the direction of such personnel and equipment provided him through the operation of this Agreement and the accompanying Special Response Team's SOPs.

6. The respective jurisdiction in which the critical incident occurs agrees to save and hold harmless the other jurisdictions who respond thereto from any and all causes of action, judgments, claims or demands, or from any liability of any nature arising out of their actions or lack of action under the terms of this Agreement; *provided, however*, that whenever any officer of a city or the County is injured, disabled, or dies from performing his or her duties by reason of engaging in the services to be provided pursuant to this Agreement, who is not at the time acting under the immediate direction

of his employer, said officer, or said officer's dependents, as the case may be, shall be accorded by his or her employer the same benefits which he, she, or they would have received had that officer been acting under the immediate direction of his employer.

7. Officers from one agency who are responding to any call from another agency pursuant to this Agreement shall be automatically commissioned by virtue of this Agreement through the commissioning authority of the signatory requesting agency, and thereafter shall be empowered to exercise the same police authority during the time of the mutual aid as though he were a full-time commissioned officer of the requesting agency.

8. The terms of this Agreement shall be indefinite and this Agreement shall continue unless terminated by all parties hereto by written agreement; *provided, however,* that any one party shall have the right to withdraw from this agreement upon the giving of ninety (90) days prior written notice to all other parties.

9. No changes or modifications of this Agreement shall be valid or binding upon either party to this Agreement unless such changes or modifications are in writing and executed by all parties hereto.

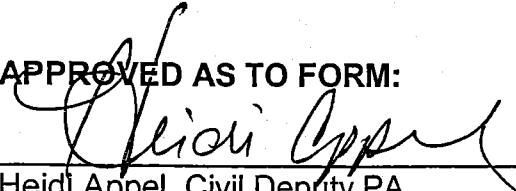
10. Upon execution by all parties hereto, this Agreement shall be filed with the Okanogan County Auditor as required by Chapter 39.34 RCW.

11. Subsequent to the execution of this Agreement, the parties hereto anticipate that other Okanogan County law enforcement agencies may request to be

made parties to this Agreement. In such event, this Agreement may be modified so as to provide for such membership.

DATED this 7<sup>th</sup> day of October, 2003.


APPROVED AS TO FORM:

  
Heidi Appel, Civil Deputy PA

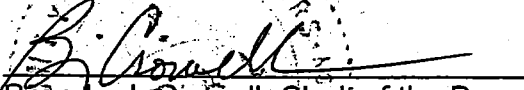
BOARD OF COUNTY COMMISSIONERS  
OKANOGAN, WASHINGTON

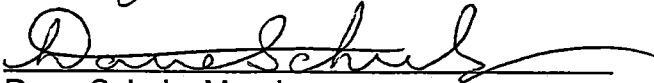
**ABSENT**

Craig L. Vejraska, Chairman

  
Mary Lou Peterson, Member

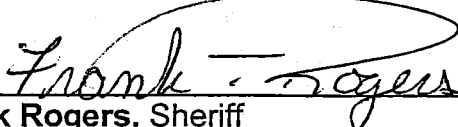
ATTEST:

  
Brenda J. Crowell, Clerk of the Board

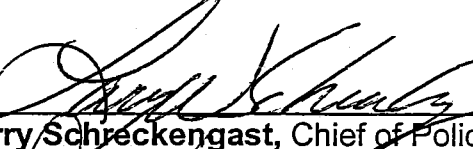
  
Dave Schulz, Member

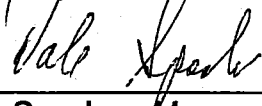


OKANOGAN COUNTY SHERIFF'S OFFICE:

By   
Frank Rogers, Sheriff

CITY OF OMAK:

By   
Larry Schreckengast, Chief of Police

By   
Dale Sparber, Mayor