

**BOARD OF COUNTY COMMISSIONERS
COUNTY OF KITTITAS
STATE OF WASHINGTON**

RESOLUTION NO. 2018- 091

A RESOLUTION AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN KITTITAS COUNTY SHERIFF'S OFFICE AND CITY OF ELLENSBURG TO PROVIDE FOR MUTUAL AID LAW ENFORCEMENT ASSISTANCE WITH REGARD TO EXPERT FORENSIC EXAMINATION OF VARIOUS COMMUNICATION DEVICES

WHEREAS, RCW 39.34, the Interlocal Cooperation Act, provides the capability for public agencies to cooperate by providing services and facilities for mutual advantage; and

WHEREAS, the purpose of this agreement is provide for Mutual Aid Law Enforcement assistance with regard to the expert forensic examination of various communication devices such as but not limited to cellular telephones, computers, tablet devices, media storage devices and other items of like nature pursuant to the provisions of Chapter 10.93 RCW; and

WHEREAS, both parties acknowledge that the expertise required to examine such devices is not otherwise readily available within the local area, and that KCSO has a commissioned law enforcement officer (Forensic Electronic Media Examiner) who is property trained, experienced, and capable of conducting such examinations and available through the KCSO MCU (Major Crimes Unit); and

NOW, THEREFORE, BE IT RESOLVED AND IT IS HEREBY ORDERED, that this Agreement between Kittitas County Sheriff's Office and City of Ellensburg pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW be adopted and filed as required.

ADOPTED this 5th day of June 2018.

**BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON**



Chair




Vice-Chair



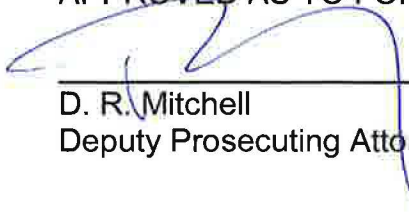
Commissioner



ATTEST:
CLERK OF THE BOARD


Julie A. Kjorsvik

APPROVED AS TO FORM:



D. R. Mitchell
Deputy Prosecuting Attorney

INTERLOCAL AGREEMENT BETWEEN KITTTITAS COUNTY AND THE CITY OF ELLENSBURG

This agreement is entered into between Kittitas County on behalf of the Kittitas County Sheriff's Office (KCSO) and the City of Ellensburg, a Washington municipal corporation, by and through the Ellensburg Police Department (EPD), pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

I. PURPOSE

The purpose of this agreement is to provide for Mutual Aid Law Enforcement assistance pursuant to the provisions of Chapter 10.93 RCW with regard to the expert forensic examination of various communication devices such as but not limited to cellular telephones, computers, tablet devices, media storage devices and other items of like nature. Both parties acknowledge that the expertise required to examine such devices is not otherwise readily available within the local area, and that KCSO has a commissioned law enforcement officer (Forensic Electronic Media Examiner) who is properly trained and experienced, capable of conducting such examinations, and available through the KCSO MCU (Major Crimes Unit).

This capability is of significant value to those personnel investigating serious crimes, particularly with regard to various crimes related to sexual predation, such as but not limited to child rape, child pornography, sex trafficking, and other crimes of that nature perpetrated against other vulnerable victims. Successful prosecution of such crimes requires this type of comprehensive investigation. The parties likewise acknowledge that these services have substantial costs that should not be borne solely by KCSO; that some equitable arrangement related to those costs should be made, and that the reasonable cost to the KCSO of the time and expertise of the Forensic Electronic Media Examiner is approximately \$30.00 per hour; billing quarterly.

II. SERVICES

Investigators from EPD who are conducting an investigation in which evidence indicates that additional evidence of the crimes(s) under investigation may be found on devices such as those listed above shall, by such process required by EPD seek assistance from the Forensic Electronic Media Examiner by contacting the MCU Supervisor. EPD investigator(s) shall provide a reasonably detailed summary of the investigation and its progress, and any other relevant information as required by RCW 10.93.030.

Upon agreement to the use of the Forensic Electronic Media Examiner, the investigator(s) and Examiner shall make direct contact within a reasonable period. The Forensic Electronic Media Examiner shall be provided or given access to all investigative materials, and based on those materials and the expertise of the Forensic Electronic Media Examiner, work together to make such applications for search warrants and take any other steps necessary to obtain lawful access to the media device.

III. ADMINISTRATION

This agreement will be administered by KCSO.

IV. INDEPENDENT CONTRACTOR

The services provided under this agreement are those of an independent contractor. Employees of KCSO are and will remain employees of KCSO. Employees of EPD are and will remain employees of EPD.

V. INDEMNIFICATION

Each party shall defend, protect, and hold harmless the other party from and against all claims, suits and/or other actions arising from any negligent or intentional act or omission of that party's employees, agents and/or authorized subcontractor(s) while performing this agreement as provided by RCW 10.93.040.

VI. AMENDMENT

The parties may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind the parties.

VII. CHOICE OF LAW AND VENUE

This agreement will be governed by the laws of the State of Washington, both as to interpretation and performance. Any action at law, suit in equity or other judicial proceeding for the enforcement of this agreement may be instituted only in Superior Court and venue shall be as provided by RCW 36.01.050.

VIII. INTEGRATION CLAUSE

This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained in this agreement. This agreement supersedes all previous communications, representations or agreements, either oral or written, between parties.

IX. TERMINATION CLAUSE

Either party may terminate this agreement by giving the other party at least thirty (30) days advance written notice. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination.

X. PROPERTY AND EQUIPMENT

No property shall be exchanged nor shall title to any property be transferred except by separate agreement.

XI. FILING

This agreement will be filed with the Kittitas County Auditor's Office in the manner provided by RCW 39.34.040.

XII. EFFECTIVE DATE

This agreement shall take effect when signed by the Authorized Signatories named below and ratified by the Board of County Commissioners of Kittitas County.

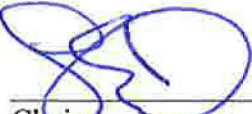
Dated this 5th day of June, 2018.

For the KCSO:



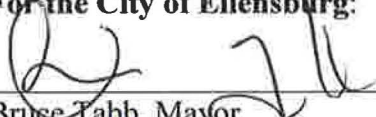
GENE DANA, Kittitas County Sheriff

KITTITAS COUNTY BOARD OF COMMISSIONERS



Chair

For the City of Ellensburg:



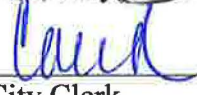
Bruce Tabb, Mayor



Vice Chair




Commissioner

Attest: 

City Clerk


Dated this 5th day of June, 2018





Julie Kjorsvik, Clerk of the Board

Approved as to form:



City Attorney

Approved as to Form
Douglas R. Mitchell, WSBA #22877, DPA
Kittitas County