



**INTERLOCAL COOPERATION AGREEMENT**  
**for**  
**KITSAP SPECIAL ASSAULT INVESTIGATIONS AND VICTIM'S SERVICES**  
**(S.A.I.V.S.)**

THIS AGREEMENT is made and entered into by and between the undersigned members of Kitsap S.A.I.V.S., pursuant to provisions of the Interlocal Cooperation Act of 1967, Chapter 39.34 RCW.

**Definitions**

For the purposes of this Interlocal Cooperation Agreement, and all other agreements, contracts, and documents executed, adopted, or approved pursuant to this Agreement, the following terms have the meaning prescribed to them in this section unless the context of their use dictates otherwise:

- (1) "*Member agency*" means any public law enforcement or investigative agency which is a party or becomes a party to this Interlocal agreement and is a County, City, State or federally recognized Tribal law enforcement or investigative agency within the region.
- (2) "*State*" means the State of Washington.
- (3) "*Region*" means the territory physically lying within the boundaries of Kitsap County.
- (4) "*Council*" means the governing board of the Kitsap S.A.I.V.S. Center comprised of the head of each member agency, or the agency's designee.
- (5) "*Center*" means the Kitsap S.A.I.V.S. center.
- (6) "*Joint operating agreement*" means the Interlocal Cooperation Agreement executed by member agencies.
- (7) "*Majority vote*" means more than one-half of the votes cast when a quorum is present and must include at least one vote of a County law enforcement representative and at least one vote of the law enforcement representative from each of at least two separate cities.
- (8) "*Quorum*" means a majority of the member agencies.

**Recitals**

WHEREAS, the undersigned member agencies recognize the need and desirability for coordination, cooperation and consultation among members to improve services provided to victims of domestic and sexual abuse, improve the quality of criminal investigations by streamlining contacts with the victim, coordinate investigative needs, make more efficient use of limited resources, and establish a joint fundraising support network, thereby better serving our communities;

WHEREAS, the undersigned member agencies believe that special assault investigations and victim services usually conducted by each member agency can be coordinated and combined, and duplication eliminated, in all or in part, by the creation and operation of a center where such activities can be performed through participation among member agencies; and

WHEREAS, the undersigned member agencies desire to establish a funding mechanism for the creation and operation of a center whereby certain of the functions of each member agency can be met more efficiently with regard to the needs of special assault criminal investigations and the needs of special assault victims.

THEREFORE, in consideration of mutual promises and covenants, the undersigned members agree as follows:

## **1. ORGANIZATION - COMPOSITION AND NATURE**

The undersigned member law enforcement and investigative agencies, represented by the elected official and/or head of each member agency, constitutes the Council of Kitsap S.A.I.V.S. Center: Kitsap County Prosecuting Attorney, Kitsap County Sheriff, City of Bainbridge Island Police Department, City of Bremerton Police Department, City of Port Orchard Police Department, City of Poulsbo Police Department, the Department of Social and Health Services Child Protective Services (CPS), the Port Gamble S'Klallam Tribal Police and the Suquamish Tribal Police. The Council constitutes the administrative joint board formed for the cooperative purposes described in this joint operating agreement. The affairs of the Council are governed by this agreement and by the Council's Bylaws, and are otherwise limited only by limitations in the powers, privileges, or authority exercised or capable of exercise by a member agency.

## **2. AUTHORITY AND PURPOSES**

The Council has the following authority and purposes: To act on behalf of member agencies to fund, establish, and operate a physical Center where certain functions of each individual agency can be met with regard to special assault criminal investigations and the needs of special assault victims, and to establish a funding mechanism to support the establishment and continued operation of the Center.

### **3. FUNDING**

The Council may apply for, accept, hold, invest, and administer any gifts, legacies, bequests, devises, funds, and property from public or private sources of any sort or nature, and may use and expend such funds and property to accomplish the purposes of this joint operating agreement. A member agency's total financial contributions to Kitsap S.A.I.V.S. shall form the basis of their proportional contribution in the event of termination and disposal of assets.

### **4. SERVICE PROVISIONS**

Funds obtained by the Council for Kitsap S.A.I.V.S. shall be used solely for the purposes described in this joint operating agreement. All expenditures are subject to the review and approval of the Council, and periodic audits as prescribed by law.

### **5. FISCAL YEAR AND BUDGET**

The fiscal year coincides with the calendar year. The Council will adopt an annual work program and budget in advance of each fiscal year that identifies anticipated activities, goals, revenues and expenditures for completing the joint operating agreement. The Treasurer of Kitsap County shall be the custodian of funds made available for the purposes of this joint operating agreement, and the Treasurer may make payments from such funds upon audit by the appropriate auditing officer of the County. After the Council has approved the final budget it is forwarded to Kitsap County for inclusion as a distinct agency fund within the Kitsap County Budget. No increase or decrease to Kitsap S.A.I.V.S.'s final budget shall occur without approval of the Council. No increase or decrease to the budget of a member agency shall occur without approval of the governing authority of the member agency.

### **6. PROPERTY**

The Council may acquire real and personal property from public and/or private sources to be used in furtherance of this joint operating agreement. Property acquired for the purposes of this agreement shall be held jointly by member agencies in proportion to their financial contributions to Kitsap S.A.I.V.S.

### **7. DURATION/WITHDRAWAL FROM AGREEMENT**

This agreement shall continue in force until terminated by majority vote of the Council. Any member agency has the right to withdraw from this Interlocal Agreement by giving the Council six (6) months prior written notice. Unless otherwise provided by future agreement, any member

agency that withdraws shall remain responsible for its financial and other obligations with regard to Council activities until the effective date of withdrawal and with regard to agreements to which the Council is a party which exist at the time of such notice of withdrawal. A member agency's proportional contribution shall be determined as of the date the Council receives the withdrawing agency's notice of withdrawal. It is within the discretion of the Council to delay payment of the withdrawing agency's proportional contributions until termination of this agreement and disposal of Kitsap S.A.I.V.S.' assets as more fully described elsewhere in this agreement.

#### **8. DISPOSAL OF ASSETS**

Upon termination of this agreement any assets acquired for Kitsap S.A.I.V.S., after payment of all liabilities, costs, expenses and charges validly incurred under this agreement, shall be distributed to all member agencies in proportion to their contributions to Kitsap S.A.I.V.S. determined at time of termination. The debts, liabilities and obligations of the Center shall not constitute a debt, liability or obligation of any member agency.

#### **9. DISPUTES**

Disputes between member agencies regarding interpretation of this Interlocal Cooperation Agreement or the functioning of Kitsap S.A.I.V.S. shall be resolved by submission to binding mediation.

#### **10. MODIFICATION**

The Council may amend this Interlocal Cooperation Agreement. Amendments shall not be binding unless they are in writing and executed with the same formalities as used for the execution of this document.

#### **11. GOVERNING LAW AND VENUE**

All member agencies expressly agree to submit to the jurisdiction of the Kitsap County Superior and District Courts.

#### **12. SEVERABILITY**

If any provision of this Interlocal Cooperation Agreement is held invalid, the remainder of the Agreement, and the remaining rights and obligations of the undersigned members, shall be construed and enforced as if the Agreement did not contain the invalid part.

IN WITNESS WHEREOF, this Agreement shall have full force and effect from and after this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_  
Chief of Police, City of Bainbridge Island

\_\_\_\_\_  
Kitsap County Sheriff

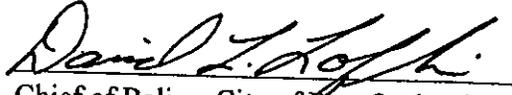
\_\_\_\_\_  
Chief of Police, City of Bremerton

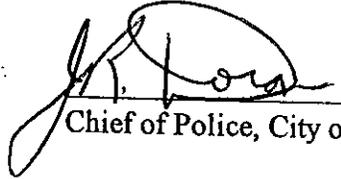
\_\_\_\_\_  
Kitsap County Prosecuting Attorney

\_\_\_\_\_  
Chief of Police, Port Gamble S'Klallam Tribe

\_\_\_\_\_  
Department of Social and Health Services

\_\_\_\_\_  
Chief of Police, Suquamish Tribe

  
\_\_\_\_\_  
Chief of Police, City of Port Orchard

 5/13/99  
\_\_\_\_\_  
Chief of Police, City of Poulsbo

\_\_\_\_\_  
Special Agent in Charge, Naval Criminal  
Investigative Service

**BYLAWS FOR KITSAP S.A.I.V.S.  
JOINT OPERATING AGREEMENT**

**1. Purposes**

These Bylaws are adopted pursuant to and in furtherance of an Interlocal Cooperation Agreement between member law enforcement and investigative agencies. The purposes of the joint operating agreement are to permit the member agencies to make more efficient use of their powers and authority by enabling them to cooperate with one another to their mutual advantage for law enforcement and investigative purposes, and more specifically, to:

- a) To improve services provided to victims of domestic and sexual abuse, and improve the quality of criminal investigations by streamlining contacts with the victim, coordinating investigative needs, and establishing a joint fundraising support network, and to thereby better serve our community;
- b) Jointly fund, establish and operate the Kitsap Special Assault Investigations and Victim Services unit whereby certain of the functions of each member agency can be met more efficiently with regard to the needs of special assault criminal investigations and the needs of a special assault victims;
- c) Provide for a joint fundraising mechanism to fund, operate, and maintain facilities and continued services for the victims of sexual and domestic assault;
- d) To accept, hold, invest, reinvest and administer any gifts, legacies, bequests, devises, funds and property of any sort or nature, and to use, expend, or donate the income or principal of the property for, and to devote the same to, the above purposes of the joint operating agreement; and
- e) To do all lawful acts and things which may be necessary, useful or proper for the furtherance or accomplishment of the purposes of the joint operating agreement.

**2. Members**

There shall be two classes of members, voting and non-voting. Voting members shall be any public law enforcement or investigative agency which is a party or becomes a party to the Interlocal Cooperation Agreement and is a County, City, State or federally recognized Tribal law enforcement or investigative agency within Kitsap County. The following community and agency partners may be non-voting members of Kitsap S.A.I.V.S.: Kitsap Sexual Assault Center, Harrison Hospital, and the Kitsap County YWCA. Additional community or agency non-voting memberships may be available upon approval by the Council. Non-voting members act in an advisory capacity to the Council.

**3. The Council**

The head official of each member agency, or the agency's designee, shall constitute the Council of Kitsap S.A.I.V.S., and the affairs of Kitsap S.A.I.V.S. will be managed by the Council. The Council shall exercise all executive powers, functions, and responsibilities necessary for conducting the business of Kitsap S.A.I.V.S., subject only to the terms and conditions of the joint operating agreement

and the powers, privileges or authority exercised or capable of exercise by member agencies.

a) Chairman. The Council shall elect a Chairman by majority vote at a meeting where a quorum is present, for a term of service not to exceed two years.

i) The Chairman shall:

- preside at meetings of the Council;
- vote in all matters before the Council;
- ensure that the functions of the Council are fulfilled to the best of his or her abilities;
- call ad hoc meetings as deemed necessary;
- report to the Council regarding the financial status of Kitsap S.A.I.V.S.;
- assure the recording of the minutes of each meeting.

b) Vice-Chairman. The Council shall elect a Vice-Chairman by majority vote at a meeting where a quorum is present, for a term of service not to exceed two years.

i) The Vice Chairman shall:

- assume the responsibilities of the Chairman in the event of the absence or unavailability of the Chairman.

c) Sub-Committees. The Council may designate permanent and ad hoc subcommittees as needed to advise and assist the Council in the fulfillment of its functions.

#### **4. Regular Meetings**

A regular annual meeting of the Council shall be held without other notice than this bylaw on the second Thursday of January of each year. The Council may provide by resolution the time and place, either within or outside Kitsap County, for the holding of additional regular meetings of the Council without other notice than the resolution. The Council will meet at least as often as is necessary to fulfill its purpose and function, to discuss issues of mutual interest and to take action on items as necessary or appropriate. In the event of the absence of the Chairman and Vice-Chairman, meetings will be presided over by the next most senior Council member as agreed upon by the members present.

#### **5. Special Meetings**

Special meetings of the Council may be called by or at the request of the Chairman or any two Council members. The person or persons authorized to call special meetings of the Council may fix any time and place within Kitsap County for holding a special meeting of the Council called by them.

#### **6. Notice**

Notice of any special meeting of the Council shall be given to each Council member at least three (3) days prior to the meeting by written notice delivered personally, or sent by mail to the Council member's address as shown by the records maintained by the Council, or by sent by facsimile to a Council member if such method has been previously accepted as a manner of delivery by the Council member. Any Council member may waive notice of any meeting. The attendance of any Council member at any meeting shall constitute a waiver of notice of the meeting, except where a member

attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of any regular or special meeting of the Council need be specified in the notice or waiver of notice of the meeting, unless specifically required by law or by these bylaws.

**7. Voting**

Each voting member shall have one vote. More than one-half of the voting members shall constitute a quorum for the transaction of business at any meeting of the Council. A majority vote means more than one-half of the votes cast when a quorum is present and must include at least one vote of a County law enforcement representative and at least one vote of the law enforcement representative from each of at least two separate cities. If less than a majority of the voting members are present at the meeting, a majority of the members present may adjourn the meeting without further notice.

**8. Manner of acting**

The act of a majority of the voting members present at a meeting at which a quorum is present shall be the act of the Council, except where otherwise provided by law or by these bylaws. Any action taken by the Council shall be subject to and limited only by the limitations on the powers and authorities of each of the participating member agencies.

**9. Action without a meeting**

Any action which is required to be taken, or which may be taken, at a meeting of the Council, may be taken without a meeting if a consent in writing, setting out the action so taken, is signed by all of the Council members.

**10. Deposit and Control of Funds, Contracts**

All funds of the Kitsap S.A.I.V.S. Center shall be deposited in the treasury of the Kitsap County Treasurer. The Chairman shall be the disbursing officer, and may make disbursements as needed to further the purposes and functions of the joint operating agreement and in accordance with these bylaws. By resolution the Council may authorize the Chairman to enter into contracts or execute and deliver instruments or documents, and such authority may be general or confined to specific instances, provided that each participating member agency is authorized by law to enter into the particular contract, or execute and deliver the particular instrument or document.

**11. Records and Audits**

Records of financial affairs of Kitsap S.A.I.V.S. and minutes of proceedings shall be prepared and kept in accordance with state law, and shall be stored with the Kitsap County Prosecuting Attorney. All records are subject to audit at reasonable, periodic intervals.

**12. Fiscal Year**

The fiscal year of Kitsap S.A.I.V.S. shall begin on the first day of January and end on the last day of December in each calendar year.

**13. Withdrawal of Member Agency**

Any member agency wanting to withdraw from the joint operating agreement may do so by giving the Council six (6) months prior written notice. Unless otherwise provided by the joint operating agreement, any member agency that withdraws shall remain responsible for its financial and other obligations under the joint operating agreement until the effective date of withdrawal and with regard to agreements to which the Council is a party which exist at the time of such notice of withdrawal. A member agency's proportional contribution shall be determined as of the date the Council receives the withdrawing agency's notice of withdrawal. It is within the discretion of the Council to delay payment of the withdrawing agency's proportional contributions until termination of the joint operating agreement and disposal of Kitsap S.A.I.V.S.' assets.

**14. Dissolution or liquidation**

In the event of the termination of the joint operating agreement, all liabilities and obligations shall be paid and discharged, and all remaining property and assets shall be distributed to the member agencies in proportion to their contribution to Kitsap S.A.I.V.S.

**15. Amendment of Bylaws**

These Bylaws may be reviewed annually and amended as deemed necessary by a vote of no less than 75% of the Council membership. Notice of proposed bylaw amendments must be provided to all voting members no less than 14 days prior to the meeting at which such proposed amendment shall be considered for vote.

IN WITNESS WHEREOF, these Bylaws shall have full force and effect from and after this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_  
Chief of Police, City of Bainbridge Island

\_\_\_\_\_  
Kitsap County Sheriff

\_\_\_\_\_  
Chief of Police, City of Bremerton

\_\_\_\_\_  
Kitsap County Prosecuting Attorney

\_\_\_\_\_  
Chief of Police, Port Gamble S'Klallam Tribe

\_\_\_\_\_  
Department of Social and Health Services

\_\_\_\_\_  
Chief of Police, Suquamish Tribe

*David J. Lofki*  
\_\_\_\_\_  
Chief of Police, City of Port Orchard

*J. How* 5/13/99  
\_\_\_\_\_  
Chief of Police, City of Poulsbo

\_\_\_\_\_  
Special Agent in Charge, Naval Criminal  
Investigative Service

# *Kitsap S.A.I.V.S. - An Overview*

## OUR MISSION

*It is the mission of Kitsap S.A.I.V.S. to have a safer community through the more effective prosecution of criminal offenders.*

## OUR GOAL

*It is the goal of Kitsap S.A.I.V.S. to procure and maintain a facility that will house a team of professionals who investigate criminal allegations of sexual and domestic violence, and who provide immediate intervention and advocacy to victims of these crimes. The facility will provide working space for law enforcement, prosecutors, medical examiners and advocates, including office space, conference rooms and interview areas. In addition the facility will have age appropriate waiting and play areas for victims and their families. The facility will be located within walking distance of the courthouse so that it may be utilized by victims during the investigative as well as trial phase of a proceeding.*

## WHY

*By providing a centralized location as a "base" for all professionals involved in the investigation, prosecution and advocacy of sexual and domestic crimes, we hope to make a victim's contact with the criminal justice system easier, less time consuming, more comfortable, and therefore less traumatic. It is our desire that a victim will have to respond to only one place to be interviewed, medically examined, supported, referred to necessary resources; as well as a comfortable place to wait, with their friends or family during court proceedings, interviews, or other times when the criminal justice system calls upon them to be present.*

## WHO

*Involved to date in the 'core group' responsible for the primary planning, creation and implementation of this project are representatives from the Kitsap County Prosecuting Attorney's Office, Kitsap County Sheriff's Office, Bremerton Police Department, Port Orchard Police Department, Child Protective Services, Harrison Hospital Sexual Assault Nurse Examiner's Program, Kitsap Sexual Assault Center and the YWCA. It is our objective to have the involvement of all Kitsap County Law Enforcement and Support agencies, and to extend our invitation to local Tribal and Military agencies as well.*

## HOW WILL IT WORK

*This is for all of us to decide. How we start will not dictate where we go. Initially we plan to have space available to all representative agencies to utilize as needed. It is anticipated that some may designate a "specialist" from their department to use the facility as their primary work space. Others may send officers, advocates or employees on an "as needed" basis, to meet with victims, witnesses or other professionals. In the long term, it is possible that collaborative fundraising will allow us to designate money to employ, via the agencies involved, additional personnel to meet the growing needs of our community.*

## HOW DO WE START

*The initial groundwork, planning, drafting of documents is completed. Our objective now is to obtain official approval and agreement to be involved from all of the above referenced agencies. Once signatures have been obtained for the Interlocal Agreement, our fundraising efforts will begin. We will seek donated services from local professionals as we work toward designing and finding our facility. We have already forged connections with local Realtors and property owners with an eye toward laying the seed of our vision.*

*It is a big project, one that will require commitment, in effort and time, from all of us; and, one that will have a dramatic effect upon our community and the people we serve.*