

**INTERLOCAL AGREEMENT FOR
MUTUAL POLICE AID AND COOPERATION**

THIS IS AN AGREEMENT BETWEEN THE CITY OF ANACORTES, WASHINGTON, A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON, HEREINAFTER REFERRED TO AS “ANACORTES”, THE CITY OF BURLINGTON, WASHINGTON, A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON, HEREINAFTER REFERRED TO AS “BURLINGTON”, THE CITY OF MOUNT VERNON, A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON, HEREINAFTER REFERRED TO AS “MOUNT VERNON”, THE CITY OF SEDRO WOOLLEY, WASHINGTON, A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON, HEREINAFTER REFERRED TO AS “SEDRO WOOLLEY”, AND THE COUNTY OF SKAGIT, STATE OF WASHINGTON, A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON, HEREINAFTER REFERRED TO AS “SKAGIT COUNTY”. THESE PARTIES SHALL ALSO BE REFERRED TO AS “JURISDICTIONS”.

RECITALS:

1. In the interests of the public welfare, it is necessary and desirable that local jurisdictions within Skagit County should voluntarily aid and assist each other regarding the provision of police protection to their citizens.
2. Also in the interests of the public welfare, it is necessary and desirable to modify current artificial territorial barriers to the exercise of law enforcement authority.
3. Contracts for mutual police aid between municipalities are authorized under the provisions of Chapters 39.34 and 10.93 RCW.

Accordingly, it is hereby agreed between ANACORTES, BURLINGTON, MOUNT VERNON, SEDRO WOOLLEY, and SKAGIT COUNTY as follows:

Section I. DEFINITIONS

The following terms shall have the following meanings, unless the context indicates otherwise:

- a. “Responding Agency” means an Agency who has subscribed to this Mutual Aid Agreement and has agreed to deliver Emergency Assistance to another Party Agency pursuant to the terms and conditions of this Mutual Aid Agreement.
- b. “Requesting Agency” means an Agency who has adopted, signed and subscribes to this Mutual Aid Agreement and has made a request for Emergency Assistance and has received commitment(s) to deliver Emergency Assistance pursuant to the terms of this Mutual Aid Agreement.

PART ONE: MUTUAL AID

4. When requested, each jurisdiction agrees to furnish such personnel, resources, and facilities as are reasonably necessary to assist any other jurisdiction in matters relating to law enforcement. Upon receipt of such a request, the commanding officer of the Responding Agency shall immediately take the following action:
 - a. Determine if the Responding Agency has equipment and personnel available to respond to the Requesting Agency and determine the nature of the equipment and number of personnel available.
 - b. Determine what available equipment and personnel should be dispatched in accordance with the operating plans and procedures established by the parties.
 - c. In the event the needed equipment and personnel are available, to dispatch such equipment and personnel to the scene of the emergency with proper operating instructions.
 - d. In the event the needed equipment and personnel are not available, to immediately advise the Requesting Agency.
5. Participation in this Mutual Aid Agreement is purely voluntary and at the sole discretion of the Responding Agency. No jurisdiction shall be required to deplete unreasonably its own resources, facilities and services in furnishing such mutual aid. Each individual jurisdiction shall have complete authority and control over the decision as to whether or not it is able to provide mutual police aid pursuant to any request therefore. No Responding Agency shall be liable to another Party Agency for, or be considered to be in breach of or default under this Mutual Aid Agreement on account of any delay in or failure to perform any obligation under this Mutual Aid Agreement, except to make payment as specified in this Mutual Aid Agreement.
6. It is expressly understood that the responsible local officer of the Requesting Agency shall remain in command at such incident; provided, that the responding personnel and equipment shall be under the immediate supervision of the officer in charge of the Responding Agency unless the Requesting Agency specifically requests that another Agency fulfill this responsibility. The personnel and equipment of the Responding Agency shall be released from service and returned to the Responding Agency by the commanding officer in charge of the operations as soon as conditions warrant.
7. Whenever any police officer of one of the jurisdictions dies or is disabled from performing the officer's duties by reason of engaging in the apprehension or attempted apprehension of law violators, or suspected law violators, or protection or preservation of life or property, or the preservation of the peace within the jurisdiction in which the mutual aid is being rendered, but is not at the time acting under the immediate direction of the officer's employer, the officer or the officer's dependents shall be accorded by the officer's employer the same benefits which the officer or the officer's dependents would

have received had that police officer been acting under the immediate direction of the officer's employer.

8. The mutual police aid provided herein shall be without reimbursement unless expressly agreed to by the jurisdiction requesting and the jurisdiction providing such aid.
9. The jurisdictions agree to develop standard operating procedures in regard to their mutual police aid. Agencies recognize that time is critical during an emergency and diligent efforts will be made to respond to a request for resources as rapidly as possible, including any notification(s) that requested resources are not available.
10. Each Requesting Agency agrees to be responsible for and assume liability for its own wrongful and negligent acts or omissions, including the negligence attributed to that party's command decisions, or those of its officers, agents, or employees to the fullest extent allowed by law, and agrees to save and hold every other party to this agreement and said parties, officers, agents, and employees harmless from such liability and to waive any liability legal claims that parties to this agreement might have against each other or any one of them for liability arising out of the performance or non-performance of any act under this agreement. Further, each Requesting Agency agrees to defend and indemnify each Responding Agency against any claim or lawsuit brought against the Responding Agency or against the Responding Agency's officers, agents, or employees, by persons or entities not signatory to this agreement, PROVIDED HOWEVER, that such indemnifications shall not apply to losses or claims resulting from the sole negligence of the indemnified party. However, in any lawsuit brought against any other parties to this agreement or against their officers, agents, or employees by persons or entities not signatory to this agreement, then none of them shall be limited in their legal rights to request apportionment of any judgment rendered against them, and none of them shall be limited in their rights as provided under the laws of the State of Washington to seek contribution for any judgment they are required to pay in excess of their proportionate share of any liability judgment or award.
11. With respects to claims by any party to this agreement against any other party the provisions of RCW 10.93.040 shall apply.

PART TWO: EXTRATERRITORIAL AUTHORITY

12. Pursuant to the terms of RCW 10.93.070, each jurisdiction does hereby consent to the exercise of enforcement powers by commissioned officers of each of the other jurisdictions within the corporate limits of the consenting jurisdiction as follows:
 - A. Such officers may exercise all lawful enforcement authority and powers in regards to traffic violations, both criminal and civil infractions. This authority may be exercised without prior notification, except as required by joint operating procedures. Any mutual exercise of such authority shall be reported to the jurisdiction within which the actions are taken within a reasonable time by copy

of the incident report prepared in the ordinary course of business for the other jurisdiction.

- B. Such officers may exercise all lawful enforcement authority and powers in regards to non-traffic criminal matters. This authority shall be limited to matters reasonably related to criminal activity or suspected criminal activity in the jurisdiction of such officers. Prior notice of the actual exercise of such enforcement powers shall be given to the jurisdiction within which the actions are taken unless impossible or impractical under the circumstances of the case. Any actual exercise of such authority shall be promptly reported to the jurisdiction within which the actions are taken by copy of the incident report prepared in the ordinary course of business for the other jurisdiction. Additional information regarding such exercise of authority shall be provided promptly upon request.

13.

- A. ANACORTES agrees to defend and to indemnify and to hold and save each and every other jurisdiction, its employees, and agents harmless from and against all liability claims, suits, damages, costs, losses, and expenses, including expenses of litigation, including attorney fees, in any manner resulting from, arising out of, or connected with any extraterritorial exercise of authority by ANACORTES as provided in this PART TWO.
- B. BURLINGTON agrees to defend and to indemnify and to hold and save each and every other jurisdiction, its employees, and agents harmless from and against all liability claims, suits, damages, costs, losses, and expenses, including expenses of litigation, including attorney fees, in any manner resulting from, arising out of, or connected with any extraterritorial exercise of authority by BURLINGTON as provided in this PART TWO.
- C. MOUNT VERNON agrees to defend and to indemnify and to hold and save each and every other jurisdiction, its employees, and agents harmless from and against all liability claims, suits, damages, costs, losses, and expenses, including expenses of litigation, including attorney fees, in any manner resulting from, arising out of, or connected with any extraterritorial exercise of authority by MOUNT VERNON as provided in this PART TWO.
- D. SEDRO WOOLLEY agrees to defend and to indemnify and to hold and save each and every other jurisdiction, its employees, and agents harmless from and against all liability claims, suits, damages, costs, losses, and expenses, including expenses of litigation, including attorney fees, in any manner resulting from, arising out of, or connected with any extraterritorial exercise of authority by SEDRO WOOLLEY as provided in this PART TWO.
- E. SKAGIT COUNTY agrees to defend and to indemnify and to hold and save each and every other jurisdiction, its employees, and agents harmless from and against all liability claims, suits, damages, costs, losses, and expenses, including expenses

of litigation, including attorney fees, in any manner resulting from, arising out of, or connected with any extraterritorial exercise of authority by SKAGIT COUNTY as provided in this PART TWO.

14. Nothing in this PART TWO shall be interpreted as limiting any law enforcement authority granted to any jurisdiction under the terms of Chapter 10.93 RCW or other general law or agreement. Nothing in this agreement shall be interpreted as limiting any law enforcement authority granted under any interjurisdictional arrangement for multiple commissioning of officers, such as any drug enforcement task force or other similar endeavor.

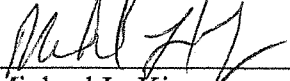
PART THREE: PROVISIONS MANDATORY UNDER RCW 39.34.030

15. This agreement shall be effective on the _____ day of _____, 2007, and shall automatically renew from year to year unless otherwise modified or terminated as provided herein.
16. The purpose of this agreement is to improve law enforcement within the respective jurisdictions by facilitating mutual aid and assistance and by modifying artificial territorial barriers.
17. It is not contemplated that any jurisdiction shall incur a financial obligation as a result of this agreement and no budget is necessary therefore.
18. This agreement may be terminated in whole or in part by any jurisdiction in relation to all other jurisdictions or any of them upon 10 days written notice to all other jurisdictions. Such notice shall state the reason for said termination. All property acquired by any jurisdiction pursuant to its law enforcement endeavors shall remain the property of that jurisdiction upon full or partial termination of this agreement.
19. This agreement shall be administered jointly by the chief law enforcement officer of the respective jurisdictions.
20. It is not contemplated that any property, real or personal, will be acquired by any jurisdiction SEPARATELY or jointly as a result of this agreement. No separate Fund shall be established, and no legal entity is created.
21. This Agreement shall be deemed to be made and construed in accordance with the laws of the State of Washington jurisdiction and venue for any action arising out of this Agreement shall be in Skagit County, Washington.
22. The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.

23. This Agreement constitutes the entire agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. No modifications or amendments of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by both parties.

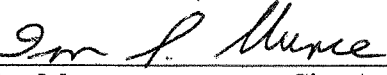
**INTERLOCAL AGREEMENT FOR
MUTUAL POLICE AID AND COOPERATION**

A. Anacortes Police Department



Michael L. King Chief of Police

Date 4/4/07



Ian Munce City Attorney

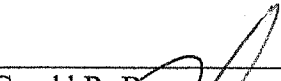
Date 4/3/07



Dean Maxwell Mayor


Date 4/3/07

B. Burlington Police Department



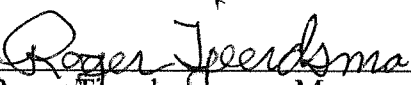
Gerald R. Bowers Chief of Police

Date _____



Scott Thomas City Attorney

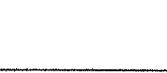
Date _____



Roger Tjeerdsma Mayor


Date _____

C. Mount Vernon Police Department



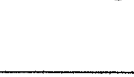
Ken Bergsma Chief of Police

Date _____



Kevin Rogerson City Attorney

Date _____



Bud Norris Mayor

Date _____

D. Sedro Woolley Police Department

Doug Wood Chief of Police

Date _____

Eron Berg City Attorney

Date _____

Glen M. Anderson Mayor

Date _____

E. Skagit County Sheriffs Office

Rick Grimstead Sheriff

Date _____

Richard Weyrich Prosecuting Attorney

Date _____

Sharon D. Dillon, Chair

Date _____

Don Munks, Commissioner

Date _____

Kenneth A. Dahlstedt, Commissioner

Date _____