

INTERLOCAL COOPERATION AGREEMENT

FOR MUTUAL AID

THIS AGREEMENT is entered into under the Interlocal Cooperation Act (Chapter 39.34 RCW), the Washington Mutual Aid Peace Officers Powers Act (Chapter 10.93 RCW), the Constitution and Bylaws of the Swinomish Indian Tribal Community (Article VI Section 1(a)) and 25 USC § 81, between the City of Burlington, a municipal corporation hereinafter referred to as the "City" and the Swinomish Indian Tribal Community, a federally recognized Indian Tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934 (25 U.S.C. § 476) hereinafter referred to as the "Tribe" in order to provide mutual aid as provided herein.

WHEREAS, law enforcement agencies have the responsibility for protecting lives and property and keeping the peace; and

WHEREAS, effective law enforcement depends upon the immediate action to protect lives and property and to preserve the peace without regard to jurisdictional limitations; and

WHEREAS, it is necessary and desirable that a cooperative agreement be executed for the mutual use of law enforcement personnel and resources in the event of disaster, disorder or emergencies; and

WHEREAS, the City and the Tribe intend to make trained, certified and experienced law enforcement officers readily available to each jurisdiction and to provide increased protection for the public;

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

I. Requesting Aid

A. The Chief of Police, officer in charge or designee of the City and the Tribe may request reasonable assistance from the other jurisdiction when reasonably necessary for efficient law enforcement within their jurisdiction. The parties to this Agreement shall exchange and update regularly a list of officers authorized to request assistance.

B. Upon receiving a request for assistance the parties' designated officers shall be authorized to furnish such authorized personnel, equipment and facilities as may be determined to be appropriate and available.

C. Authorized law enforcement personnel who respond to request for assistance under this Agreement shall be acting as special deputies on behalf of the Tribe when providing services for the Tribe and as special deputies for the City when providing services for the City. Responding officers shall be automatically commissioned by virtue of this Agreement through the duration of the situation giving rise to the request.

II. Status of Officers

A. Both the City and the Tribe will provide officers who have completed a reserve/auxiliary training program certified by the Washington Criminal Justice Training Commission (the Commission) and who have also been certified by the Commission.

B. At the inception of this agreement and whenever either police department hires any future reserve or commissioned officers, each department shall provide the other department with verification of which officers meet the foregoing certification requirements or that the new officer meets them, as the case may be.

C. In the event that the City supplies law enforcement officers to the Tribe, the City's officers shall remain under the ultimate control of the City but shall take supervision and directions from the Tribal official designated by the Tribe while in the Tribe's jurisdiction.

D. In the event the Tribe supplies law enforcement officers to the City, the Tribe's officers shall remain under the ultimate control of the Tribe, but shall take supervision and directions from the City official designated by the City while in the City's jurisdiction.

E. Law enforcement officers responding to a request for assistance under this Agreement are not employees of the requesting jurisdiction. The City and the Tribe shall remain liable for its own employees' salaries, workers compensation protection and civil liabilities and each officer shall be deemed to be performing regular duties for their respective employers while performing services pursuant to this Agreement.

III. Fresh Pursuit and Warrants

A. Any duly authorized law enforcement officer of either the City or the Tribe who:

- 1) Observes the commission of a misdemeanor, including traffic violations and pursues the offender without unreasonable delay; or
- 2) Observes the commission of a felony or has reasonable grounds to suspect a felony has been committed and pursues the offender without unreasonable delay, shall be authorized to continue that pursuit across the boundary of the reservation until the offender is apprehended, at which time the pursuing

officer shall proceed as though the boundary had never been crossed and issue such citations or effect such arrests as are dictated by the situation.

B. The City and the Tribe agree to cooperate in the execution of warrants properly issued at the request of the other party and to allow duly authorized enforcement officers of the requesting jurisdiction and officers of the jurisdiction whose law is applicable, to participate in serving the warrant, upon request.

IV. Immunities and Hold Harmless

A. All the immunities from liability and exemptions from laws, ordinances and regulations which law enforcement officers employed by the parties have in their own jurisdictions shall be effective in the jurisdiction in which they are giving assistance unless otherwise prohibited by law.

B. The City and Tribe shall waive any and all claims against each other which may arise out of their activities outside their respective jurisdictions under this Agreement unless such claims are proximately caused by the negligence or willful misconduct of the other party or its enforcement officers.

C. The City and the Tribe shall be responsible for all liability of whatever nature arising from the acts of its own law enforcement officers and employees to the extent provided by law. Under no circumstances shall either party be liable for the acts of employees of the other party performed under color of this Agreement.

V. Indemnity and Insurance

A. The City and the Tribe shall indemnify each other for all claims, judgment or liabilities by third parties for property damage, personal injury or civil liability which may arise out of the activities of their officers pursuant to this Agreement.

B. The City and the Tribe each agree to carry and maintain for the duration of this Agreement an insurance policy in the amount of \$1,000,000.00 per incident insuring against claims for false arrest/imprisonment, public liability, property damage.

C. Each insurance policy shall have a ten (10) day cancellation notice in the event of termination or material modification of coverage.

D. The City and the Tribe agree to provide immediate notice to each other in the event of termination or material modification of coverage, including any reduction in the limits of liability of their respective policies.

E. Policies of insurance obtained by the Tribe for the benefit of the City shall prohibit the insurer from asserting a defense of sovereign immunity to claims made under the policy.

F. The City and the Tribe will provide evidence of such insurance to the satisfaction of each other.

VI. Interpretation and Attorneys' Fees

This Agreement shall be construed according to Washington State common law. In the event of any dispute arising out of any interpretation of this Interlocal Cooperation Agreement or any claimed breach thereof, the prevailing party in any resulting litigation shall be entitled to receive a reasonable attorneys' fee.

VII. Duration of Agreement

This Agreement shall take effect on June 10, 1993, and remain in full force and effect until and unless terminated by either party as provided in this Agreement.

VIII. Revocation of Agreement

Either party may revoke this Agreement at any time by formal action of the governing bodies of either the City or the Tribe upon three (3) days written notice to the other and the revocation shall be effective two (2) days after notice is received by the other party.

IX. Amendments

No changes or modifications to this Agreement shall be valid or binding upon the parties unless such changes or modifications are in writing and executed by the parties.

X. Notice

A. Any notice required or permitted to be given under this Agreement shall be deemed sufficient if given in writing and sent by registered or certified mail.

B. In the case of the City, notices shall be sent to:

City of Burlington
Burlington, WA 98233
Attention: Chief of Police

C. In the case of the Tribe, notices shall be sent to:

Swinomish Indian Tribal Community
P.O. Box 817 - 950 Moorage Way
LaConner, WA 98257
Attention: Chief of Police

XI. Integration

This Agreement contains terms and conditions agreed upon by the parties. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement.

DATED this 10 day of June, 1993

Swinomish Indian Tribal Community

By Wa Walton (Robert J. S.)
Tribal Chairman

By Rich J. Balange
Chief of Police

City of Burlington

By Raymond C. Henry
Mayor

By David M. Erdman
Chief of Police