

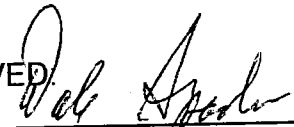
RESOLUTION NO. 34-2002

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN  
OKANOGAN COUNTY AND THE CITY OF OMAK TO PROVIDE LAW  
ENFORCEMENT MUTUAL AID AND MOBILIZATION


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 OF OKANOGAN COUNTY, a municipal corporation, is hereby approved and the mayor is hereby authorized and directed to execute the same for and on behalf of the CITY; and that the Clerk/Treasurer is authorized and directed to attest his signature.

INTRODUCED and passed this 7<sup>th</sup> day of March 2002.


APPROVED

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

ATTEST:

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

APPROVED AS TO FORM:

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

**INTERLOCAL COOPERATIVE AGREEMENT  
TO PROVIDE LAW ENFORCEMENT MUTUAL AID AND MOBILIZATION  
BETWEEN THE CITIES OF OKANOGAN COUNTY  
AND OKANOGAN COUNTY**

1. **DATE AND PARTIES.** This Agreement is dated, for reference purposes only, the 1st day of October, 2002, and is entered into by and municipal corporations or towns organized or created under the laws of the State of Washington and the Sheriff's Office of Okanogan County.
2. **AUTHORITY FOR AGREEMENT.** This Agreement is entered into as an interlocal agreement pursuant to the Interlocal Cooperation Act as codified in Chapter 39.34 of the Revised Code of Washington, specifically RCW 39.34.080.
3. **PURPOSE OF THE AGREEMENT.** Each party has the power, authority and responsibility to provide police protection for its citizens within its boundaries. On occasion, the demand for law enforcement services within a city or the county may exceed that department's ability to respond in a timely manner. When that occurs, the police department or departments of other cities or the county may be capable of providing backup law enforcement services. In order to fulfill their respective obligations to their citizens, the parties are desirous of providing backup law enforcement services to each other under the terms and conditions set forth below.
4. **MUTUAL AID LAW ENFORCEMENT SERVICES.** Each party will, to the best of its ability, furnish mutual aid law enforcement services to, and at the request of, any other party whose police department is taxed beyond its ability to respond and render law enforcement services in a timely manner. Each city and the county shall confer police authority on those police officers from other jurisdictions providing mutual aid law enforcement services and enforcing the requesting department's ordinances. The mutual aid officers shall proceed at the direction of the requesting department's police chief or sheriff or their designee. If, in the exercise of its discretion, the responding department determines that its own police department does not provide the requested mutual aid services, then such department shall immediately notify the requesting department of the former's inability to respond. The responding department shall be the sole judge of its police department's ability to respond and assumes no liability for declining to respond.
5. **SERVICES INCLUDED.** For purposes of this Agreement, mutual aid law enforcement services shall mean supplemental response to assist at least one officer from the primary agency. Such services will typically be of a first responder type of service such as patrol response. Response protocols for this Agreement are outlined in "Addendum A".
6. **TERM.** This Agreement shall be effective on October, 2002 or one (1) year (s), regardless of the date of execution and shall be automatically renewed on January

of each successive year. Any party may terminate its participation in this Agreement by giving 60 days notice of termination to the other parties hereto.

7. INDEPENDENT CONTRACTOR. The parties acknowledge and agree that in the performance of this Agreement, they are acting as independent contractors and not as agents of each other.
8. INDEMNITY AND HOLD HARMLESS. Each city and county which is a party to this Agreement hereby agrees to accept liability for any act, error or omission of its own employees of whatever kind and nature and from whatever cause arising out of or connected with the performance of this Agreement, and to indemnify and hold the other cities and the county and their employees harmless from any such liability, claim, or cause of action, including amounts arising out of the performance, by that city's and the county's employees, of this Agreement. All liability for salaries, wages and other compensation of law enforcement officers shall be that of their respective employers.
9. GOVERNING BODY. This Agreement shall be administered by a joint board consisting of the police chief of each named municipality and the Okanogan County Sheriff. Meetings may be called upon the request of any 3 board members with 7 days minimum notice.
10. COUNTERPARTS. This Agreement shall be signed in counterparts and, if so signed, shall be deemed one integrated agreement.
11. MODIFICATION. The parties may amend, modify, or supplement this Agreement only by written agreement executed by the parties hereto.
12. MERGER AND ENTIRE AGREEMENT. This Agreement merges and supersedes all prior negotiations, representations and/or agreements between the parties relating to the subject matter of this Agreement and constitutes an entire contract between the parties.

Two signature pages immediately following.

**CITY OF OROVILLE**

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Chief

**CITY OF TONASKET**

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Chief

**CITY OF OMAK**

By: *Dale Spade*  
Mayor

By: *Scott Schuchman*  
Chief

**CITY OF OKANOGAN**

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Chief

**CITY OF BREWSTER**

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Chief

**CITY OF PATEROS**

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Chief

**CITY OF TWSIP**

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Chief

**CITY OF WINTHROP**

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Chief

**CITY OF ELMER CITY**

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Chief

**CITY OF COULEE DAM**

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Chief

CITY OF NESPELM

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Chief

COUNTY OF OKANOGAN

By: \_\_\_\_\_  
Okanogan County Sheriff