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MUTUAL LAW ENFORCEMENT ASSISTANCE AGREEMENT
Between
THE SEQUIM POLICE DEPARTMENT
and
THE PORT ANGELES POLICE DEPARTMENT

This Mutual Law Enforcement Assistance Agreement ("Agreement"), entered into by and between the SEQUIM POLICE DEPARTMENT, represented by the Chief of Police for the City of Sequim, and the PORT ANGELES POLICE DEPARTMENT, represented by the Chief of Police for the City of Port Angeles, is effective on the date signed by both agencies ("Parties").

WITNESSETH:

WHEREAS, the Sequim Police Department and the Port Angeles Police Department recognize that each agency has the responsibility for protecting human life and property within their respective jurisdictions; and

WHEREAS, the Parties agree that all members of the public served by the agencies benefit from the cooperative use of equipment and/or trained personnel, and that the agencies can better protect life and property, as well as reduce and investigate crime in each jurisdiction, through cooperative efforts; and

WHEREAS, the Parties agree that the cooperative use of equipment and/or trained personnel reduces the risk to the law enforcement officers of each agency in exigent circumstances, and assist in the handling of potentially dangerous calls for service; and

WHEREAS, the Sequim Police Department is desirous of having certain of its officers commissioned by the Port Angeles Police Department; and

WHEREAS, the Port Angeles Police Department is desirous of having certain of its officers commissioned by the Sequim Police Department; and

WHEREAS, RCW Chapter 10.93, the Washington Mutual Aid Peace Officers Powers Act, authorizes the Parties to enter into an agreement for mutual aid pursuant to the Interlocal Cooperation Act (Chapter 39.34 RCW);

NOW, THEREFORE, the Parties, by and through their respective Chiefs of Police, agree as follows:

A. PORT ANGELES POLICE DEPARTMENT AGREES AS FOLLOWS:

1. Upon the happening, or in the anticipation of a life-threatening event, the Port Angeles Police Department may provide, upon request of the Sequim Police Department, all available commissioned law enforcement personnel and/or the necessary equipment to supplement the Sequim Police Department's operations.

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2. The Port Angeles Police Department hereby authorizes the Sequim Police Department to monitor radio transmissions of, or use, the Port Angeles Police Department's assigned frequency(s) for the purpose of assisting field personnel of the Sequim Police Department, when such personnel are unable to establish contact with other law enforcement units.

3. Upon written request of the Sequim Police Department, the Port Angeles Police Department may issue commissions to certain of its full-time officers as needed to improve protection capabilities within their respective jurisdictions. Said commissions will expire upon termination of full-time employment with the Sequim Police Department.

B. SEQUIM POLICE DEPARTMENT AGREES AS FOLLOWS:

1. Upon the happening, or in the anticipation of a life-threatening event, the Sequim Police Department may provide, upon request of the Port Angeles Police Department, all available commissioned law enforcement personnel and/or the necessary equipment to supplement the Port Angeles Police Department's operations.

2. The Sequim Police Department hereby authorizes the Port Angeles Police Department to monitor radio transmissions of, or use, the Sequim Police Department's assigned frequency(s) for the purpose of assisting field personnel of the Port Angeles Police Department, when such personnel are unable to establish contact with other law enforcement units.

3. Upon written request of the Port Angeles Police Department, the Sequim Police Department may issue commissions to certain of its full-time officers as needed to improve protection capabilities within their respective jurisdictions. Said commissions will expire upon termination of full-time employment with the Port Angeles Police Department.

C. THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Costs and Expenses: Each agency will assume the cost of salaries, food, gasoline, and other incidental expenses of its own personnel and equipment involved in an emergency situation.

2. Indemnification: Each Party agrees to indemnify and hold harmless the other Party from and against any and all liability, loss, damage, or claims, of any description, which result from the negligence of a Party or its employees, officers, or agents arising out of or in connection with this Agreement. A Party who commissions an officer from the other Party assumes responsibility for that officer's negligent actions and omissions and will indemnify and hold harmless the other Party to the fullest extent allowed under law.

3. Supervision: During all emergency operations, each agency will be responsible for the direction of its employees. However, the officer in charge of the agency personnel will fully cooperate with the officer directing the emergency operation.

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4. Non-Discrimination: During the performance of this Agreement, the Parties agree to abide by the terms of U.S. Department of Labor Executive Order 11246, as amended, on non-discrimination and Revised Code of Washington 49.60.030 and will not discriminate against any person because of race, creed, color, religion, national origin, citizenship or immigration status, sex, honorably discharged veteran or military status, sexual orientation, gender identity, or the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability. The Parties will take affirmative action to ensure that applicants are employed without regard to any protected status.

5. Duration of Agreement: This Agreement is effective upon the date of signature and remains in effect until terminated in writing by either Party. Said agreement is subject to revision by either Party at any time, so long as said revision is agreed upon by both Parties in writing.

6. Termination: This Agreement may be terminated by either Party at any time, for cause or convenience, with 60 calendar days' written notice to the other Party. Any property acquired by either Party pursuant to its law enforcement endeavors remains the property of that Party upon full or partial termination of this Agreement.

7. Purpose: The purpose of this Agreement is to improve law enforcement within the respective jurisdictions by facilitating mutual aid and assistance as described in the Recitals above.

8. Administration: This Agreement will be administered jointly by the chief law enforcement officers of the respective jurisdictions.

9. Financing: It is not contemplated that the Parties will incur a financial obligation as a result of this Agreement and no budget is necessary therefor.

10. Property Upon Termination: 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 will be established, and no legal entity is created.

11. Venue: This Agreement was made and must be construed in accordance with the laws of the State of Washington, and jurisdiction and venue for any action arising out of this Agreement must be in Clallam County, Washington.

12. Extent of Agreement, Modification, Severability, Survivability: 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 are valid or effective unless made in writing and signed by both Parties. If any term of this Agreement is declared by a court to be illegal or unenforceable, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the Parties are to be construed and enforced as if the Agreement did not contain that term. Any provision of this Agreement that by reasonable implication

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contemplates continued performance, rights, or compliance beyond its termination, survive the Agreement and continue to be enforceable.

13. Agreement to be Filed or Recorded: The Parties are responsible for filing or recording this Interlocal Agreement as provided for in RCW 39.34.040.

THE PARTIES TO THIS AGREEMENT hereby execute this Agreement to be effective upon the last date of signature below:

Sheri Crain
Sequim Chief of Police

11/2/2021
Date

Approved as to Form:

Kristina Nelson-Gross
Sequim City Attorney

11/4/2021
Date

DocuSigned by:
Nathan West
0F7345F35344417...

Nathan A. West
Port Angeles City Manager

12/22/2021
Date

Approved as to Form:

DocuSigned by:
William Bloor
E5FC5FBD4113427...

William Bloor
Port Angeles City Attorney

12/22/2021
Date

DocuSigned by:
Brian S Smith
E0D018CB04E9420...

Brian Smith
Port Angeles Chief of Police

Date