

INTERLOCAL COOPERATIVE AGREEMENT
 between
THE CITY OF BELLEVUE
 and
[CITY/COUNTY OF _____]

This Interlocal Cooperative Agreement (“Agreement”) is hereby entered into by and between the City of Bellevue (“City”) and the City/County of _____ to provide law enforcement mutual aid by the City/County of _____ Police Department/Sheriff’s Office (“XPD”/“XCSO”), together the “Parties.” The authority of the cooperating agencies entering into this Agreement is that authority provided by Washington law including, and subject to, the general powers of the parties, the Washington Interlocal Cooperation Act as codified in RCW Chapter 39.34, RCW 39.34.080, the Washington Mutual Aid Peace Officers Powers Act, RCW Chapter 10.93.

WHEREAS, Snowflake Lane (“Special Event”) is held within Bellevue, WA city limits on specified dates during the months of November and December; and

WHEREAS, the Special Event’s permit conditions requires a dedicated law enforcement presence, and the primary law enforcement agency with jurisdiction is the Bellevue Police Department (“BPD”); and

WHEREAS, a condition of the City of Bellevue Special Event Permit requires the Special Event sponsor to pay the cost for all police officers assigned to the Special Event; and

WHEREAS, the BPD has requested additional law enforcement resources from XPD/XCSO to assist in providing a sufficient law enforcement presence in the City of Bellevue during the duration of the Special Event; and

WHEREAS, XPD/XCSO has agreed to provide law enforcement resources to the BPD and officer presence during the Special Event times, and is qualified to do so;

NOW THEREFORE, the City and City/County of _____ agree to the following:

1. RESPONSIBILITIES OF BPD:

- a. The BPD will be responsible for providing XPD/XCSO the specific dates, times, number of hours, number of commissioned officers requested to provide mutual aid during the Special Event (cumulatively referred to as “Event Opportunities”).
- b. The BPD will report to XPD/XCSO any absence or tardiness of a committed XPD/XCSO officer who fails to report to the Special Event.
- c. The BPD will designate an Incident Commander for the Special Event.

2. RESPONSIBILITIES OF XPD/XCSO:

- a. The XPD/XCSO will advertise to their certified and commissioned police officers who are in good standing with XPD/XCSO, the mutual aid Event Opportunities.

- b. If XPD/XCSO officers volunteer to fill the Event Opportunities, XPD/XCSO will e-mail the BPD Special Event Captain the availability to fill the requested mutual aid request. XPD/XCSO will provide in the e-mail, the Special Event dates and number of police officers that are available. BPD will respond to the e-mail to confirm the commitment of the number of XPD/XCSO officers needed. Once confirmed, XPD/XCSO commits to fulfilling the mutual aid request for the confirmed number of officer(s).
 - c. Once committed for the specified date, XPD/XCSO will make all attempts to provide the committed number of officers for that date. BPD understands that unusual law enforcement occurrences or demands could arise which prevent XPD/XCSO from staffing as needed to fulfill the request. In this circumstance, BPD and XPD/XCSO will work together as soon as possible to find a solution agreeable to both.
 - a. XPD/XCSO Officers assigned to support BPD in this agreement shall provide law enforcement services for the Special Event. Such services shall include but are not limited to addressing issues of safety and security. Officers are expected to serve as a visual deterrent. These services are provided in XPD/XCSO uniform.
 - b. XPD/XCSO is responsible for time-keeping and tracking the hours worked by its officers at the Special Event.
3. **COMMAND STRUCTURE:** All law enforcement personnel assigned to the Special Event will be integrated into an overall Unified Command system commanded by BPD. BPD shall take charge of the Special Event operations utilizing the Incident Command System unless the City specifically requests that a different agency or unit fulfill this responsibility, or unless the scope of the situation becomes multi-jurisdictional, in which case the provisions of the Statewide Mutual Aid plan become operative. Taking charge of an operation shall include directing the assignment of all personnel and equipment. The assigning of duties to officers of XPD/XCSO shall be made by the supervising officer of the BPD unless that responsibility is delegated to a different agency. XPD/XCSO officers assigned to specific tasks and/or posts and will perform their work under the direction of a BPD supervisor. BPD incident commander is in charge and responsible for overall coordination with XPD/XCSO supervisors and/or officers in support of the Special Event.
4. **COMPENSATION:** Work performed under this Agreement will be billed directly to the Special Event sponsor/special event permit holder, Kemper Development Company ("KDC"). KDC is responsible for payment of overtime police services for the Special Event as a condition of its City of Bellevue Special Events Permit. XPD/XCSO is responsible for billing KDC for the hours worked by its officers at the rate specified in the City of Bellevue Special Event Permit for Snowflake Lane. The City of Bellevue is not responsible for the billing or payment for work performed by XPD/XCSO under this Agreement.

5. **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. The XPD/XCSO is acting hereunder as an independent contractor so that control of personnel, standard of performance, discipline and all other aspects of performance shall be governed by XPD/XCSO.
6. **INDEMNIFICATION:**
 - a. Each jurisdiction 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. Each party agrees to indemnify and hold the other jurisdictions and their employees harmless from any such liability, claim, or cause of action, including amounts arising out of the performance, by that jurisdiction's employees of this Agreement, except for that portion of the injuries and damages caused by the sole negligence of XPD/XCSO or its officers or employees. All liability for salaries, wages and other compensation of law enforcement officers shall be that of their respective employers.
 - b. Each of the Parties agrees that its obligations under Section 6 extend to any claim, demand, cause of action and judgement brought by, or on behalf of, any of its employees or agents. For this purpose, each of the Parties, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event that any of the Parties incurs any judgement, award, and/or cost arising therefrom, including attorney fees, expenses, and costs shall be recoverable from the responsible Party to the extent of that Party's negligence.
7. **INSURANCE:** Each party shall maintain insurance that is sufficient to protect itself against all applicable risks associated with this Agreement.
8. **POLICE POWERS:** In accordance with the authority under RCW 10.93.070(1), the City hereby consents to the full exercise of peace powers, within the City of Bellevue, Washington, by any and all properly certified or exempted police officers of the City/County of _____ for the term of the Event Opportunities.
9. **DURATION:** This Agreement is effective upon signature by all parties and shall extend through January 1, 2025. This Agreement shall automatically extend for consecutive one-year periods starting on January 1 of each year until termination as provided herein.
10. **TERMINATION:** Either party may terminate this Agreement upon 30 days prior written notification to the other Party.
11. **ENTIRE AGREEMENT:** The Parties agree that the Agreement is the complete expression of the terms hereto and any oral representations or understanding not incorporated herein are excluded.

12. MODIFICATIONS: Agreement modifications may be made only with the written approval of all Parties.
13. NO THIRD-PARTY BENEFICIARIES: There are no third-party beneficiaries to this Agreement, and this Agreement shall not impart any rights enforceable by any person or entity that is not a party hereto.
14. SEVERABILITY: If any part, paragraph, section, or provision of this agreement is held to be invalid by any court of competent jurisdiction in the State of Washington, such adjudication shall not affect the validity of any remaining section, part, or provision of this agreement.

In witness thereof, the parties hereto have executed this Agreement by their duly authorized officials:

CITY/COUNTY OF XXXX

CITY OF BELLEVUE

By: _____
XXXXXX

By: _____
Diane Carlson, City Manager

Date: _____

Date: _____

Approved as to Form:

Melissa Chin, Assistant City Attorney