

RESOLUTION NO. R-76-16

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT FOR MUTUAL AID BETWEEN THE CITY OF PULLMAN AND THE CITY OF LEWISTON, IDAHO.

WHEREAS, the City Council for the city of Pullman has before it an interlocal agreement entitled "Interlocal Agreement for Mutual Aid between the city of Lewiston and the city of Pullman" which is attached hereto and marked as Exhibit "A"; and,

WHEREAS, this Council believes it to be in the best interests of the city of Pullman to adopt said Agreement, pursuant to RCW Chapter 39.34, Interlocal Cooperation Act; now, therefore,

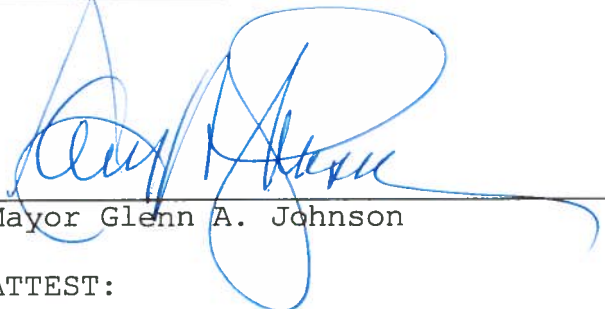
IT IS HEREBY RESOLVED that the Mayor and finance director each are hereby authorized and directed to execute the Agreement attached hereto as Exhibit "A" and to deliver an executed original thereof to the city of Lewiston.


IT IS FURTHER RESOLVED that the Mayor and finance director are each hereby authorized and directed to take such further action as may be appropriate in order to effect the purpose of this Resolution and the Interlocal Agreement authorized thereby.

BE IT FURTHER RESOLVED that an executed copy of said Interlocal Agreement shall be posted on the official Web site of the city of Pullman.

ADOPTED by the City Council of the city of Pullman at a regular meeting held on the 6th day of December, 2016.

DATED this 7th day of December, 2016.

  
\_\_\_\_\_  
Mayor Glenn A. Johnson

ATTEST:  
  
\_\_\_\_\_  
Finance Director Leann L. Hubbard

Approved as to Form:

  
\_\_\_\_\_  
City Attorney

**FILED**  
**DEC 07 2016**  
CITY CLERK'S OFFICE  
PULLMAN WASHINGTON

**INTERLOCAL AGREEMENT FOR MUTUAL AID  
BETWEEN THE CITY OF LEWISTON AND THE CITY OF PULLMAN**

**THIS INTERLOCAL AGREEMENT FOR MUTUAL AID** (“Agreement”) is entered into by and between the City of Lewiston, an Idaho municipal corporation, located in Nez Perce County (“Lewiston”), and the City of Pullman, a Washington municipal corporation, located in Whitman County (“Pullman”). Lewiston and Pullman may also individually be referred to as “Party” or collectively as “Parties.”

**WHEREAS**, each of the Parties has an interest in crime prevention and/or other emergency support;

**WHEREAS**, each of the Parties owns and maintains equipment and retains peace officers who are trained to provide various levels of service in the prevention, investigation, and/or detection of crimes;

**WHEREAS**, in the event of an emergency, either Party may require the assistance of the other Party to provide supplemental control and/or other emergency support in the prevention, investigation, and/or detection of crimes;

**WHEREAS**, each of the Parties may have the necessary equipment and peace officers available to enable it to provide such services to the other Party in the event of an emergency situation;

**WHEREAS**, the facilities of each Party are located in such a manner as to enable each Party to render mutual aid to the other; and

**WHEREAS**, it is not the intent of either Party that this Agreement be interpreted to be a joint powers agreement or a creation of any separate legal or administrative entity; instead, this Agreement is intended to be an interagency contract for services.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, it is hereby agreed to and stipulated by and between the Parties as follows:

1. **AUTHORIZATION:** This Agreement is authorized pursuant to Idaho Code §§ 67-2332 and 67-2337 and RCW 10.93 and 39.34. This Agreement constitutes a mutual assistance compact pursuant to Idaho Code § 67-2337(4).

2. **PURPOSE:** The purpose of this Agreement shall be to secure timely law enforcement assistance for the Parties upon request.

3. **AGREEMENT ADMINISTRATORS:** Lewiston's Chief of Police and Pullman's Chief of Police shall jointly serve as administrators of this Agreement.

4. **REQUEST FOR ASSISTANCE:** The Commanding Officer (Chief of Police or the Chief's authorized designee) or Incident Commander of the requesting Party at the scene of an emergency within the boundaries of that Party's geographical jurisdiction is authorized to request assistance from the other Party if confronted with an emergency situation for which the requesting Party determines it has need for equipment and/or peace officers in excess of that available to the requesting Party. The requesting Party shall identify the Incident Commander in command of the operations at the scene of the emergency.

5. **RESPONSE TO REQUEST FOR ASSISTANCE:** Upon receipt of a request for assistance, the Commanding Officer of the responding Party shall immediately take the following actions:

- A. Determine if the responding Party has equipment and peace officers available to respond to the request of the requesting Party, and determine the type of equipment and number of peace officers available.
- B. Determine what available equipment and peace officers, if any, should be dispatched in accordance with the plans and procedures established by the Parties.
- C. In the event the requested equipment and/or peace officers are available, the

Commanding Officer of the responding Party shall dispatch such equipment and peace officers to the scene of the emergency with proper operating instructions.

- D. In the event the requested equipment and/or peace officers are not available, then the Commanding Officer of the responding Party shall immediately advise the requesting Party of such fact.

6. **RESPONDING PARTY AUTHORITY:** The responding Party, at its sole discretion, shall have the authority to refuse, restrict, or terminate its involvement, at any time, in an operation pursuant to this Agreement, and shall immediately provide notice of such fact to the requesting Party.

7. **STANDARD OF CONDUCT:** Each peace officer providing assistance under this Agreement shall maintain the standards of professional conduct required by the peace officer's department policies and procedures. It shall be the sole duty and responsibility of the peace officer's employing department to determine if there has been any breach of professional standards.

8. **COMMAND RESPONSIBILITY AT SCENE:** The requesting Party's Incident Commander shall be in command of the operations under which the equipment and peace officers sent by the responding Party shall serve; provided, however, that the responding equipment and peace officers shall be under the immediate supervision of the responding Party's officer in charge. If the requesting Party's Incident Commander specifically requests a senior officer of the responding Party to assume command, the requesting Party's Incident Commander shall not, by relinquishing command, be relieved of responsibility for the operation. The requesting Party's Incident Commander shall be responsible for determining when assistance under this Agreement is no longer necessary and shall notify the responding Party's officer in charge. Upon such notification, the responding Party

shall be relieved of all duties for the incident and shall withdraw and demobilize its response operations in an orderly and safe manner.

9. **PROCEDURES:** Custody procedures after arrest shall be governed by the arresting peace officer's department policies and procedures, unless the requesting Party has put in place acceptable arrest procedures to deal with the incident, such as mass arrest procedures.

10. **POST-RESPONSE RESPONSIBILITY:** All equipment and peace officers used pursuant to this Agreement shall be returned to the responding Party upon being released by the requesting Party, or upon demand by the responding Party for return of said equipment and peace officers. Additionally, circumstances surrounding any actual exercise of peace officer authority outside the territorial limits of Lewiston or Pullman shall be reported, as soon as safety conditions allow, to the requesting Party, and the peace officer shall relinquish authority and control over any event to the requesting Party.

11. **COMPENSATION:** Neither Party shall seek compensation from the other Party for assistance provided under this Agreement. Each Party shall at all times be responsible for the payment of wages and other compensation and for carrying workmen's compensation for its own employees. Each Party shall be responsible for its own equipment and shall bear the risk of loss therefore, whether or not said equipment is being used within the area of primary responsibility of that Party.

12. **INSURANCE:** Each Party shall maintain adequate insurance coverage for its own equipment and peace officers at all times when this Agreement is in effect.

13. **LIABILITY:**

A. **No Liability for Responding Party.** The original, employing agency shall be responsible for all liability arising from the acts or omissions of its officers, officials, employees, volunteers, and agents participating in this Agreement.

Further, except as expressly provided herein, no Party shall be liable for failure to comply with any provision of this Agreement, nor for any liability arising from providing or refusing to provide assistance under this Agreement.

- B. **Mutual Releases.** Except as specifically provided herein, each Party hereby forever releases and discharges the other Party, its officers, officials, employees, volunteers, and/or agents from any claim related to this Agreement.
- C. **Damage or Destruction to Equipment.** Except as expressly provided herein, the requesting Party shall not be obligated to pay the responding Party for any damage to or destruction of any equipment used for assistance purposes. This provision shall not apply to the extent that it would void applicable property insurance available to provide payment for the damage or loss of such equipment. It is the intent of the Parties that the risk of loss to equipment will be addressed by each Party through the purchase of property insurance as opposed to seeking reimbursement from the other Party.
- D. **Liability to Third Parties.** The term “third party” means any person, firm, or entity other than the Parties hereto. With regard to assistance provided pursuant to this Agreement, each Party shall be responsible for all liability arising from and/or related to the acts or omissions of that Party, its officers, officials, employees, volunteers, and agents.
- E. **Mutual Hold Harmless.** The Parties are governmental entities subject to statutory and constitutional restrictions concerning the acceptance of liability. The Parties’ liabilities are further governed by the Idaho Tort Claims Act and the Washington Tort Claims Act. The Parties agree to indemnify and hold

harmless the other from any injury, damage, or claim suffered by any person or property caused by its own acts and omissions and those of its employees, officers, agents, and contractors.

F. **Survival.** The provisions of this section shall survive the expiration or termination of this Agreement.

14. **PRE-INCIDENT PLANNING:** The Commanding Officers of the Parties may, from time-to-time, meet to establish pre-incident plans that indicate the types of and locations of potential problem areas where assistance may be needed, the type of equipment that should be dispatched under such circumstances, the number of peace officers that should be dispatched under such circumstances, and the training to be conducted to ensure efficient operations. Such plans shall take into consideration the proper protection by the responding Party of its own geographical location. The Parties shall take such steps as are feasible to standardize the equipment and procedures used to provide assistance under this Agreement.

15. **TERM AND RENEWAL:** The term of this Agreement shall be from the date of last signature on this Agreement through September 30, 2017 (“Initial Term”). Thereafter, this Agreement shall automatically renew for additional one (1) year terms (each a “Renewal Term”), unless terminated as provided in Section 16. Each Renewal Term shall commence on October 1 and shall terminate on September 30 of the following calendar year.

16. **TERMINATION:** A Party desiring to terminate this Agreement shall serve written notice upon the other Party of its intention to terminate this Agreement. Such notice shall be served no less than thirty (30) calendar days prior to the termination date set forth in the written notice. The written notice shall automatically terminate this Agreement on the date specified therein unless rescinded in writing prior to the stated termination date. Termination of this Agreement shall not preclude future mutual aid agreements between the Parties.

17. **NOTICES:** All notices required to be given pursuant to this Agreement shall be in writing and shall be deemed delivered immediately if hand-delivered or forty-eight (48) hours after depositing the same in the U.S. mail, certified or registered, postage prepaid, addressed to the respective addresses set forth below:

Pullman: Chief of Police  
City of Pullman  
260 SE Kamiaken Street  
Pullman, Washington 99163

With copy to: City Clerk's Office  
City of Pullman  
325 SE Paradise Street  
Pullman, Washington 99163

Lewiston: Chief of Police  
City of Lewiston  
P.O. Box 617  
Lewiston, Idaho 83501

18. **FILING OF AGREEMENT:** An original of this Agreement shall be filed at the administrative offices of each Party. Copies of this Agreement shall be filed with Lewiston's City Clerk and Pullman's City Clerk.

19. **AGREEMENT NOT EXCLUSIVE:** This Agreement is not exclusive as between the Parties. Either Party may, as it deems necessary or expedient, enter into separate mutual aid agreements with other entities. Entry into such separate agreements shall not change any relationship or covenant herein contained unless the Parties mutually agree in writing to such change. The Parties shall, upon the request of the other Party, inform such Party of the other mutual aid agreements entered into and provide copies of said agreements.

20. **STATE NOT LIABLE:** Pursuant to Idaho Code § 67-2337, the State of Idaho and its agencies or departments shall not be liable for the acts of peace officers pursuant to this Agreement.

21. **SEVERABILITY:** In the event that any provision of this Agreement is found for any reason to be unenforceable, the remainder of this Agreement shall remain in full force



and effect and shall be binding upon the Parties.

22. **SURVIVAL:** All covenants, conditions, indemnifications, and other elements in this Agreement that might involve performance subsequent to any termination or expiration of this Agreement or that cannot be reasonably ascertained or fully performed until after termination or expiration of this Agreement shall survive.

23. **MODIFICATIONS:** This Agreement may be modified or amended only by a writing duly executed by both Parties.

24. **PERFORMANCE/WAIVER:** The failure of a Party hereto to insist upon strict performance or observance of the terms of this Agreement shall not be a waiver of any breach of any terms or conditions of this Agreement by the other Party.

25. **FORCE MAJEURE:** Neither Party shall be liable for any failure to perform as required by this Agreement to the extent that such failure to perform is caused by any reason beyond the Party's control, or by reason of any of the following: labor disturbances or disputes, accidents, failure of any required governmental approval, civil disorders, acts of aggression, acts of God, failure of utilities, mechanical shutdowns, material shortages, disease, or similar occurrences.

26. **SUCCESSORS AND ASSIGNS:** This Agreement may not be assigned in whole or in part by either of the Parties hereto without the prior express written consent of the other Party.

27. **THIRD PARTY BENEFICIARIES:** Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party. Nothing contained herein shall extend the liability of either Party beyond that provided by governing law.

28. **ATTORNEY FEES:** In the event a controversy, claim, or action arises between the Parties to this Agreement regarding the enforcement of its terms and conditions, or the breach of any of its provisions, the prevailing Party shall be entitled to recover from the other Party all costs and expenses incurred by the prevailing Party, including reasonable attorney fees, regardless of whether

such controversy, claim, or action is prosecuted to judgment or appealed.

29. **PUBLIC RECORDS:** The Parties herein understand and acknowledge that this Agreement and its attachments are subject to the Idaho Public Records Act, I.C. §§ 74-101, *et seq.*, the Washington Public Records Act, RCW 42.56, and other applicable federal and state laws, and might be public records.

30. **TERMINATION OF PREVIOUS AGREEMENT:** The previous “Intergovernmental Agreement (Emergency Law Enforcement Assistance)” entered into between the Parties, dated by Lewiston on March 3, 1999 and by Pullman pursuant to Resolution No. R-26-99 adopted March 24, 1999, is hereby terminated upon execution of this Agreement. The Parties waive the thirty (30) day written notice requirement set forth in such previous Intergovernmental Agreement (Emergency Law Enforcement Assistance).

31. **MERGER AND INTEGRATION:** This writing embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained in this Agreement. All previous and contemporaneous communications, representations, or agreements, either verbal or written, between the Parties are superseded by this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written below.

DATED this 9<sup>th</sup> day of January 2017.

CITY OF LEWISTON



By: [Signature]  
James Keeburg, Mayor

ATTEST:

[Signature]  
Kari J. Ravencroft, City Clerk

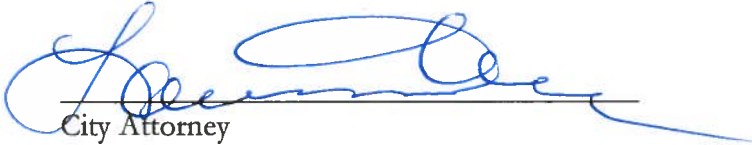
CITY OF PULLMAN

By:   
Glenn A. Johnson, Mayor

ATTEST:

  
Finance Director Leann L. Hubbard

APPROVED AS TO FORM:

  
City Attorney