

INTER-LOCAL COOPERATION AGREEMENT  
TO PROVIDE MUTUAL AID AND MOBILIZATION  
BETWEEN

Bellevue College, City of Bellevue, Washington and Bellevue Police Department

THIS AGREEMENT is entered into this 9<sup>th</sup> day of April 2012, under the Inter-local Cooperation Act (Chapter 39.34 RCW.) and the Washington Mutual Aid Peace Officers Powers Act (Chapter 10.93 RCW) between Bellevue College and The City of Bellevue, Washington, including Bellevue Police Department (Cooperating Agencies).

WHEREAS, the Washington State Legislature in 2008 allowed each institution of higher education to enter into inter-local agreements that set forth responsibilities for the various local jurisdictions in the event of a campus emergency and the shared use of equipment and technology in the event of an emergency; and

WHEREAS Bellevue College and the City of Bellevue have expressed mutual interest in establishing a local agreement that facilitates and encourages sharing of equipment, supplies, personnel and facilities during emergencies and disasters.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1) Authority: 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 Inter-local Cooperation Act and the authority granted under Chapter 10.93 RCW, the Washington Mutual Aid Peace Officers Powers Act.

Consistent with the provisions of RCW 10.93.001(4), this Agreement shall not create a duty to act in extraterritorial situations beyond any duty which may otherwise be imposed by law or which may be imposed by the "primary commissioning agency"; as that term is defined in RCW 10.93.020(8).

2) Purpose: The purpose of this Agreement is to authorize the Bellevue Police Department to provide emergency services within its respective territorial jurisdiction to Bellevue College and to affirm that the Bellevue Police Department will respond as needed to campus emergencies.

3) Request for Assistance: In the event of a major emergency operation requiring law enforcement, the first law enforcement resources to be used shall be those of the Bellevue Police Department. In the event that such resources are inadequate for the Bellevue Police Department to safely control the situation or there is a need for a specialized unit, a request for mutual aid under this plan will be made by the Bellevue Police Department directly to other local police agencies pursuant to their current and ongoing mutual aid agreements with the Bellevue Police Department. Such requests for assistance shall if possible, specify the type of public safety agency, the number of members requested, and types of equipment required and shall further specify where and to whom such members are to report and where and to whom the equipment should be delivered.

4) Operational Command: In the event of mobilization under this Agreement, the Bellevue Police Department shall take charge of the operations utilizing the Incident Command System unless the Bellevue Police Department specifically requests that a different agency or unit fulfill this responsibility,

or unless the scope of the situation is 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 Assisting Agencies shall be made by the supervising officer of the Bellevue Police Department unless that responsibility is delegated to a different agency by the Bellevue Police Department.

**5) Press Releases:** Cooperating Agencies will coordinate press releases relating to joint activities under this Agreement through Bellevue College. Bellevue College will fully and fairly acknowledge the contributions of all participating agencies. In the case of ongoing operations all such press releases will be made with due regard for the integrity of the operation and the safety of officers, firefighters and medical personnel.

**6) Liability/Indemnification:**

Each party to this agreement will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this Agreement. Neither party will be considered the agent of the other nor does neither party assume any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this agreement. This agreement is not intended to diminish or expand liability under the laws of the State of Washington and/or Federal law. The provisions of this Liability section shall survive the expiration or termination of this Agreement.

**7) Financing:** It is one of the primary purposes of this Inter-local Agreement to foster strong, cooperative and mutually beneficial relations between and among the Cooperating Agencies as will promote the effective and efficient delivery of emergency services of all. No actual financial responsibility shall be attached to members through the inter-local Agreement. All participating agencies shall operate and participate through their local budgetary process. Specific funding agreements may be structured between member agencies for specialized services or events; however, those agreements are outside the scope of this Inter-local Agreement.

**8) Duration and Termination:** This Agreement shall commence and be effective as of the date first written above and remain in full force and effect for a period of twenty (20) years unless terminated sooner by written agreement of the parties or by written notice of termination given by one party to the other parties at least thirty (30) days prior to the date of such termination. Withdrawal from or non-execution of this agreement by any one of the agencies shall not affect the continued efficacy of the agreement with regard to any remaining Cooperating Agencies.

**9)** This Agreement shall be signed in counterparts and, if so signed, shall be deemed one integrated Agreement.

**10)** This Agreement may be amended by mutual agreement of the parties. Such amendments; shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**11)** If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this

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

Bellevue Police Department

By: [Signature]

Title: POLICE CHIEF

Date: 6/21/12

City of Bellevue

By: [Signature]

Title: Deputy City Mgr

Date: 6-19-12

Bellevue College

By: [Signature]

Title: Interim President

Date: 3-14-12

Approval as to form:

On file  
Assistant Attorney General  
State of Washington

Date: \_\_\_\_\_

Approval as to form:

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

Date: \_\_\_\_\_