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INTERLOCAL AGREEMENT
FOR THE PROVISION OF LAW ENFORCEMENT AID FROM CLARK COUNTY
SHERIFF'S OFFICE FOR SHORELINE PROTECTION IN THE CITY OF CAMAS

This Agreement is entered into between the County of Clark, Washington and the City of Camas, Washington for the purpose of securing law enforcement aid from the Clark County Sheriff's Office for shoreline protection in the City of Camas.

WHEREAS, that those parts of the Columbia River, Lacamas Lake, Round Lake, and the Washougal River fronting the City of Camas subject to the City's police power under R.C.W. 35A.21.090, and such parts of the River have been annexed to the City and;

WHEREAS, the Washington Mutual Aid Peace Officers Powers Act, Chapter 10.93 R.C.W., was enacted by the Washington legislature to provide for mutual aid and cooperative enforcement of the laws among local, state and federal agencies and;

WHEREAS, R.C.W. 10.93.090 provides that a specially commissioned Washington Peace Officer as defined therein may exercise authority which the special commission vests in the officer pursuant to a Mutual Law Enforcement Assistance Agreement and;

WHEREAS, the City and the County are authorized to enter into this Agreement, pursuant to Chapter 39.34. R.C.W., the Interlocal Cooperation Act, to exercise jointly powers and authority to regulate activities in or near waterways within the city limits of the City of Camas and;

WHEREAS, it is beneficial for both the City and the County to cooperate in law enforcement efforts in enforcing City and County ordinances and other laws and;

WHEREAS, the City and County presently have general cooperation agreements already in force pursuant to Chapter 10.93 R.C.W. and;

WHEREAS, the County is in possession of several watercraft capable of aiding enforcement efforts and the City has no such watercraft and;

WHEREAS, the City Council has enacted Ordinance 2081, being a water safety ordinance and;

WHEREAS, the City and the County desire to take full advantage of the laws cited above and for the Sheriff to provide enforcement services to the City.

NOW, THEREFORE, the County of Clark and the City of Camas agree as follows:

(1) Purpose

The purpose of this Agreement is to secure law enforcement aid from the Clark County Sheriff's Office to work in conjunction with the Camas Police Department for shoreline protection in the city limits of the City of Camas.

(2) Agreement

It is agreed that, within the shoreline areas of the City, Clark County Sheriff's Officers may cite violations of the Camas Municipal Code, including violations of Ordinance 2081, with or without a direct request by the Camas Police Department to do so. In cases where there is no applicable City code, the Sheriff's Officers may cite violations of state statutes.

The Clark County Sheriff's marine patrol unit will handle situations which occur on the water and the Camas Police will handle situation which occur on shore. However, in any major investigation (boat fatality, drowning, etc....) Camas Police will remain primarily responsible, with assistance from the Clark County Sheriff's marine patrol unit.

(3) Funding

The County shall continue to provide the same salaries, compensation for death or disability, retirement and leave payments, cost of transportation, and other normal fringe benefits to its employees who are assigned to render assistance to the City in performance of this agreement as those employees would receive if on duty within the boundaries of the County. Costs of equipment, supplies, and materials used or expended while rendering assistance under this agreement will be borne by the County.

All revenue generated through issuance of citations by County officers for violations of City ordinances under this Agreement will go to the County. This amount is limited to that which the City would have received had the citation been City-issued.

(4) Indemnification Waivers

The City agrees to protect, defend and save harmless the County from any and all claims, suits, and actions based upon false imprisonment or unlawful arrest due to the unconstitutionality of City Ordinance 2081

where law enforcement officers arrest or take enforcement action in reliance upon this ordinance.

All the immunities from liability and exemptions from laws, ordinances and regulations which County law enforcement officers have in their jurisdiction shall be effective in the City unless otherwise prohibited by law. It is understood that this agreement shall constitute the sole consideration for all requested assistance and no party shall be obligated to reimburse the other party for use of personnel or equipment. During the course of rendering aid the use of personnel or equipment of each party shall be at risk of that party. Each party hereto shall protect its own employees performing under this agreement by adequate workers compensation insurance or self insurance. Each party hereto shall obtain and maintain in full force and effect adequate public liability and property damage insurance or self insurance to cover claims for injury to persons or damage to property arising from the performance of this agreement. Each jurisdiction shall be responsible for the acts of its own employees.

(5) Termination

This Agreement may be terminated by either party at any time by giving thirty (30) days written notice to the other party.

(6) Duration

This Agreement shall commence and take effect immediately upon passage of Ordinance 2081 and continue indefinitely until terminated by either party as set forth in Section 5, above, of this Agreement.

This agreement may be modified at any time by mutual consent of the parties hereto.

(7) Administrator

The Sheriff of Clark County Sheriff's Office and the Chief of the Camas Police Department shall be responsible for administering this joint cooperative undertaking.

(8) Filing

Pursuant to 39.34.040 R.C.W., this Agreement shall be filed with the City Clerk, ^{and} County Auditor, ~~and Secretary of State.~~

DATED this 22 day of July, 1996.

FILED FOR RECORD
CLARK CO. WASH
96 OCT 29 AM 11:28
City of Camas

CITY OF CAMAS, a municipal corporation

By: [Signature]
Mayor

AUDITOR
ELIZABETH A. LUCE

616 NE 4 Ave
98607

Attest:

By: John M Burgin

Approved as to form:

[Signature]
Roger D. Knapp, City Attorney

BOARD OF CLARK COUNTY COMMISSIONERS
FOR CLARK COUNTY WASHINGTON

By: [Signature]

8-16-96

Attest:

[Signature]
Clerk to the Board

CLARK COUNTY SHERIFF'S OFFICE

[Signature]
Garry E. Lucas, Sheriff

Approved as to form:

[Signature]
Chris Horne
Civil Deputy
Prosecuting Attorney