

**MUTUAL LAW ENFORCEMENT ASSISTANCE AGREEMENT**  
**CANINE UNIT TRAINING**

**Vancouver Police Department & Washougal Police Department**

THIS MUTUAL LAW ENFORCEMENT ASSISTANCE AGREEMENT (“Agreement” herein), is made and entered into by and between the Vancouver Police Department (“VPD”) and the City of Washougal, Washington (“Washougal”), by and through the Washougal Police Department (“WPD”), to provide training, inspection, and assessment of one WPD K-9 (canine) team consisting of one police service dog and the handler.

This Agreement is subject to all terms and conditions of the Master Interlocal Mutual Law Enforcement Assistance Agreement (“Master Agreement”) executed in 2001 by the parties and recorded by the Clark County Auditor under 3201857, except as expressly provided herein.

**RECITALS**

WHEREAS, WPD desires to engage VPD to perform, and VPD agrees to undertake, carry out and complete certain personal services as hereinafter set forth:

NOW, THEREFORE, the parties agree as follows:

**I. PARTIES TO THE AGREEMENT.**

The parties to the Agreement are:

- |    |     |  |
|----|-----|--|
| A. | VPD | City of Vancouver<br>P.O. Box 1995<br>Vancouver, WA 98668-1995 |
| B. | WPD | City of Washougal<br>1701 C Street<br>Washougal, WA 98671      |

**II. EFFECTIVE DATE, DURATION AND RATIFICATION.**

This Agreement shall become effective as of the date set forth on which the last of the parties, whether VPD or WPD, executes said Agreement, and shall be operative from on or about September 9, 2013 until completion of the Work set forth in Article V, below, or termination as set forth in Article IX, below. Any acts made consistent with the authority and prior to the effective date of this Agreement are hereby ratified and confirmed.

### **III. PURPOSE AND FUNCTION.**

The purpose of this Agreement is to provide training, inspection, assessment, and as appropriate, certification of one WPD K-9 team consisting of one police service dog and the handler by WPD.

### **IV. ORGANIZATION.**

No separate legal or administrative entity is created by this Agreement and this Agreement does not affect the organization or functions of the parties, except as specifically provided for herein.

### **V. DESCRIPTION OF WORK.**

WPD hereby engages VPD, and VPD accepts such engagement, to provide the following:

- A. Four hundred (400) hours of training, inspection and assessment of one Police Service Dog owned by WPD and its handler, commencing on or about September 9, 2013, and continuing over approximately ten (10) weeks thereafter; and
- B. Two Hundred (200) hours of Narcotics cross training, inspection and assessment of one working Police Service Dog, owned by WPD and its handler, commencing on or about September 9, 2013, and continuing over approximately twenty-four (24) weeks thereafter; and
- C. As appropriate, certification of the Police/Narcotics Detection Service Dog team, belonging to WPD at the conclusion of said training.
- D. VPD shall provide training, inspection, and assessment and, as appropriate, certification of the Police Service Dog as identified above. VPD, through Police Officer Jack Anderson, shall perform and complete, in a manner satisfactory to WPD, all work and services set forth herein. WPD through its representative shall have the right to review and inspect the work during the course of its performance at such times, as may be specified by the Representative.

### **VI. COMPENSATION, COSTS, AND METHOD OF PAYMENT.**

#### **A. PAYMENT SCHEDULE.**

- 1. There will be no financial payment from WPD to VPD for the performance of services described above as long as the training time does not exceed the identified training hours as set forth in Article V, above.
- 2. WPD agrees that Ofc. Kyle Day will provide narcotics training during this canine academy and ongoing narcotics K-9 training as scheduled.

3. VPD shall maintain a record of time expended, including the activities undertaken on behalf of pursuant to this Agreement.

4. WPD shall have the right upon reasonable advance notice five (5) days to inspect the City's time logs, and records.

**B. COSTS AND EXPENSES.**

1. Except as provided in Article VI above, VPD will provide the described training at its expense, PROVIDED, that WPD will provide necessary facilities, logistical support and personnel to support training, inspection and assessment, described above. Upon request by VPD, WPD will provide WPD K-9 handler, Police Officer Kyle Day, to assist with training.

2. Except as provided in Article VI above, the City shall be responsible for all other costs and expenses associated with activities undertaken pursuant to this Agreement. Such cost includes, but is not limited to, all costs of equipment provided by the City, communications costs, all professional fees, all fines, licenses, bonds or taxes required of or imposed against the City, and any other costs of doing business.

**VII. INDEMNIFICATION, DEFENSE AND HOLD HARMLESS.**

Notwithstanding any provision to contrary contained within the Master Agreement, it is expressly understood and agreed that WPD hereby agrees to indemnify, defend, save and hold harmless the City of Vancouver, its officials, employees, and agents from any and all liability, demands, claims, causes of action, suites or judgments, including costs and expenses incurred in connection therewith, of whatsoever kind of nature, arising out of, in connection with, or incident to, the performance of this Agreement. Without limiting the generality of the foregoing, WPD further expressly agrees to indemnify, defend, save and hold harmless the City of Vancouver, its officials, employees, and agents, from and against any and all liability, claims, demands, causes of action, suits or judgment, including costs and expenses incurred in connection therewith, for deaths or injuries to persons arising out of, in connection with, or incident to the performance of this Agreement by WPD, its officials, employees, or agents. To the extent that this liability arises from the concurrent negligence of both City of Vancouver and WPD, such cost, fees and expenses shall be shared between the City and WPD in proportion to their relative degrees of negligence.

This indemnity and hold harmless shall not apply in the case where liability arises from the sole negligence of the City of Vancouver.

In the event that any claim or suit is brought against WPD based on demand, claim, or cause of action alleged to arise in connection with or incident to the performance of this Agreement by WPD, WPD shall promptly notify the City of Vancouver of same; and the City of Vancouver retains the right to participate in said claim and/or suit.

This indemnity agreement shall include any claim made against the City of Vancouver by an employee of WPD or subcontractor or agent of WPD, even if WPD is thus or otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW.

WPD SPECIFICALLY ACKNOWLEDGES THAT THE PROVISIONS CONTAINED HEREIN HAVE BEEN MUTUALLY NEGOTIATED by the parties and it is the intent of the parties that the County provide the broadest scope of indemnity permitted by law.

#### **VIII. OBLIGATIONS OF VPD and WPD.**

- A. Cooperation:
  - 1. VPD and WPD agree to comply with each other's reasonable requests and to provide access to facilities, assets and personnel necessary for the VPD to provide services under this Agreement.
  - 2. Necessary facilities, assets and personnel include, but are not limited to, K-9 unit, including dog, handler and patrol vehicle.

#### **IX. REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICES.**

The representatives of the parties who are primarily responsible for the administration of this Agreement, and to whom formal notices, demands and communications shall be given are as follows:

- A. The principal representative of the VPD shall be:

Chris Sutter, Interim Police Chief  
Vancouver Police Department  
605 E. Evergreen Boulevard  
Vancouver, WA 98663

- B. The principal representative of WPD shall be:

Ronald Mitchell, Police Chief  
Washougal Police Department  
1701 C Street  
Washougal, WA 98671

- C. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be affected by personal delivery or mail, registered or certified, postage prepaid.

D. If the name of the principal representative designated to receive the notices, demands or communications, or the address of such person, is changed, written notice shall be given within five (5) working days of said change.

**X. TERMINATION OF CONTRACT.**

The Master Agreement between the parties controls termination of this Agreement. Although no transfer or acquisition of property by or between the parties or any third party is provided by this Agreement, disposition of property furnished incidental to this Agreement shall be controlled by the Master Agreement between the parties.

**SIGNATURES**

**CITY OF VANCOUVER**

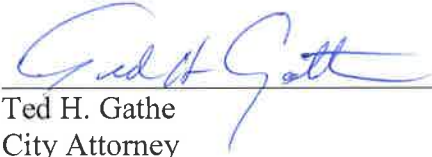


Eric Holmes

Title: City Manager

Date Executed: 9.3.13

Approved as to form only:



Ted H. Gathe  
City Attorney

**CITY OF WASHOUGAL**



Ron Mitchell

Title: Police Chief

Date Executed: 8/26/13

Approved as to form only:



Sean Guard  
Mayor