After Recording Return to:

SKAGIT COUNTY BOARD OF COMMISSIONERS
1800 CONTINENTAL PLACE, STE. 100
MOUNT VERNON, WA 98273

And to:

CITY OF ANACORTES
P.O. BOX 547
ANACORTES, WA 98221

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

SKAGIT COUNTY
AND
THE CITY OF ANACORTES

THIS AGREEMENT is made and entered into by and between the City of Anacortes ("City") and Skagit County, Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL Cooperation Act.

WHEREAS the City has a geographical boundary either bordering on or encompassing navigable waters in Skagit County and, thus has the authority to police these waters; and

WHEREAS the County has established and maintains a marine patrol service on the waters of unincorporated Skagit County which can also service the waters under the authority of the City; and

WHEREAS pursuant to RCW 88.02.040, the Department of Licensing collects vessel registration fees on an annual basis, retains the first 1.1 million dollars of what was collected, and then distributes the remainder to Washington counties that have approved boating safety programs; and

WHEREAS the County and the City presently have approved boating safety program; and

WHEREAS, pursuant to WAC 352-65-030, the legislative authority of each county with an approved boating safety program is responsible for equitably distributing funds allocated by the State Treasurer to local jurisdictions with approved boating safety programs within the County; and

WHEREAS local jurisdictions offering boating safety services and desiring to receive distribution of funds must enter into a cooperative agreement with the County and receive and maintain State Park's approval for their boating safety program; and

WHEREAS the City desires to disband its boating safety program and, upon doing so, will no longer be eligible to receive an equitable share of the vessel registration fees distributed to the County; and

WHEREAS the County and the City desire to enter into a cooperative agreement for the provision of boating safety program services within the City's jurisdiction.

NOW Therefore, the County and City hereby agree:

1. PURPOSE: the County and the City desire to enter into a cooperative agreement for the provision of boating safety program services that will increase efficiency and better utilize equipment, facilities, and staffing.

2. RESPONSIBILITIES:

a. The City agrees to discontinue its boating safety program and transfer title of all surplus equipment used in the City's boating safety program, including the vessel "Aqua Beat" and outboard motors, to the County.

b. The City agrees to discontinue collecting the funds from Skagit County made available under WAC 352-65-040 effective December 31, 2008, and return any unused funds to the County.

c. The County agrees to maintain a rescue vessel within the City limits for a minimum of three years, after which, the County will make all reasonable efforts to provide a rescue vessel within the City limits.

d. The County agrees to utilize qualified law enforcement officers from the Anacortes Police Department, as vessel operators and crew members, to assist in vessel operations, beyond the capacity of the County work force to perform. This determination shall be at the discretion of the County.

e. The City agrees that all matters of vessel operation and crew selection are at the discretion of the Skagit County Sheriffs Office.

3. TERM OF AGREEMENT: The term of this Agreement shall be from June 30, 2009, to June 30, 2012.

4. MANNER OF FINANCING: The County agrees that monies from the funds received under WAC 352-65-040 can be dispersed to the City for remittance of wages incurred by Anacortes Police Department members assisting in vessel operations under the direction of the County. The City agrees that the County is not obligated to expend county funds other than funds received under WAC 352-65-040 for such wages. The County agrees to pay Anacortes Police Officers for wages incurred for training purposes during the first year of this agreement, not to exceed $3,500.00.

5. ADMINISTRATION: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

5.1 The County's representative shall be the Skagit County Sheriff.
5.2 The City's representative shall be the City of Anacortes Chief of Police.

6. TREATMENT OF ASSETS AND PROPERTY: No fixed assets or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

7. INDEMNIFICATION: As provided under RCW 10.93.040, any liability or claim of liability which arises out of the exercise or alleged exercise of authority by an officer acting within the course and scope of the officer's duties as a peace officer under this chapter is the responsibility of the primary commissioning agency unless the officer acts under the direction and control of another agency or unless the liability is otherwise allocated under a written agreement between the primary commissioning agency and another agency. For incidents not covered by RCW 10.93.040 or an allocation under a written agreement between Skagit County and the City of Anacortes, each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agree to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the City or to the County by reason of entering into this contract except as expressly provided herein.

8. TERMINATION: Any party hereto may unilaterally terminate this Agreement upon one year's notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. This Agreement may be terminated on thirty (30) days notice earlier under a mutual written agreement.

9. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS: The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

10. SEVERABILITY: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

11. ENTIRE AGREEMENT: This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

Signed this 2 day of June, 2009.

CITY OF ANACORTES

H. Dean Maxwell

DEAN MAXWELL, Mayor
City Hall
P.O. Box 547
Anacortes, WA 98221

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Dean Maxwell is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was duly authorized to execute the instrument and acknowledged it as Mayor of the City of Anacortes, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

CHERRI L. KAHNS
COMMISSION EXPIRES
NOTARY
PUBLIC
10-19-10
STATE OF WASHINGTON

Cherri L Kahns,
Notary Public
in and for the State of Washington.
My commission expires 10-19-10

Approved as to content:

CHIEF OF POLICE

Approved as to form:

CITY ATTORNEY

Attest:

CITY CLERK

IN WITNESS WHEREOF, the parties have executed this Agreement this 13th day of July, 2009.

APPROVED:

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Kenneth A. Dahlstedt, Chairman

Sharon D. Dillon, Commissioner

Ron Wesen, Commissioner

Approved as to content:

By: _____
Skagit County Sheriff

By: _____
Budget and Finance Director

Approved as to Indemnification:

By: _____
Risk Manager

Approved as to Form:

By: _____
Deputy Prosecuting Attorney

Attest:

_____
Clerk of the Board