



MEMORANDUM OF AGREEMENT

Between

Mukilteo Police Department and the Everett Police Department

1. The intent of this agreement is for the Mukilteo Police Department (hereinafter "MPD") to provide a detective to co-locate and work with the Everett Regional Intelligence Group (hereinafter "RIG"). As both agencies agree on the mutual benefits associated with this partnership, neither agency shall pay the other agency a fee or compensation for such co-location and work.
2. The detective will remain under the direction and control of the MPD. Any liability or claim for injury or damages relating to the detective's conduct while co-located and working with the RIG shall be the sole responsibility of the detective's employer. No rights in any third party are created by this agreement. The detective shall not be considered an employee of the City of Everett under any circumstances.
3. The MPD will remain responsible for any and all costs whatsoever associated with the work of, or incurred by, its detective under this agreement, including pay, benefits, overtime pay, travel reimbursement, investigative expenses, training costs, long distance telephone costs, and vehicle and related expenses for the MPD detective. The assigned detective's wages, hours, and working conditions are the responsibility of the MPD, and not of RIG or the City of Everett.
4. The Everett Police Department will provide the detective with non-exclusive access to desk, telephone, computer, printer and workstation within the RIG. Any costs associated with additional equipment, depreciation of that equipment, overhead costs, and financial reports of these transactions will be dealt with in a separate MOA or, if applicable, a contract, if the need ever arises for this. The MPD will provide a vehicle, cellular telephone, pager and all other necessary investigative equipment. The MPD will provide a cellular telephone that is compatible with those that are being utilized by the members of the RIG
5. All criminal intelligence information exchanged between the detective and the Everett Police Department shall be subject to the Third Party Rule and also comply with Law Enforcement Intelligence Unit (LEIU) regulations and 28 CFR Part 23, if applicable. Criminal intelligence gathered through joint efforts shall be considered the joint property of the MPD and the Everett Police Department. The Sergeant in charge of the RIG will provide the respective detective's Chief of Police with a semiannual report that includes the activity of the assigned detective. It is understood that this information will have to comply with the above rules and regulations concerning the release of the information.
6. Term. This MOA will expire on December 31, 2006, unless terminated sooner as provided herein. Either party may terminate this MOA with thirty (30) days' written notice to the other party. Upon written agreement, this MOA may be extended for additional periods.

7. Each party shall defend and indemnify the other from any and all claims arising out of, in connection with, or incident to this agreement to the extent of its fault. Solely and expressly for the purpose of each party's duties to indemnify and defend the City, each party specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. Each party recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

8. This MOA is effective upon authorized signature of each of the parties.

CITY OF EVERETT

By Ray Stephanson
Ray Stephanson, Mayor
Dated: 11-8-04

CITY OF MUKILTEO

By Donald L. Doran, Jr.
Donald L. Doran, Jr., Mayor
Dated: 3.8.05

ATTEST:

By Sharon Marks
Sharon Marks, City Clerk
Dated: 11/8/04

APPROVED AS TO FORM:

By James D. Iles
James D. Iles, City Attorney
Dated: 11/5/04