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**ORIGINAL**

Board of Commissioners:

**MASTER INTERLOCAL MUTUAL  
LAW ENFORCEMENT ASSISTANCE AGREEMENT**

THIS MASTER MUTUAL LAW ENFORCEMENT ASSISTANCE AGREEMENT ("MASTER AGREEMENT") is entered into by and between the undersigned parties for the purpose of securing to each the benefits of mutual law enforcement assistance within their respective territorial jurisdictions, to express the consent of each party to the enforcement within their territorial jurisdiction by other parties of applicable traffic and criminal laws, and, in certain cases, to designate certain personnel of other parties who are assigned to special law enforcement units as special deputies.

WHEREAS, Oregon Revised Statutes (ORS) Chapter 190 and ORS 190.110 provide that a unit of local government may enter into a written agreement with any other unit of local government for the performance of any or all functions and activities that a party to the agreement has the authority to perform; and

WHEREAS, ORS 190.420 provides that any power or powers, privilege or authority exercised or capable of exercise by an Oregon public agency may be exercised and enjoyed jointly with any public agency in another state to the extent that the laws of the other state permit such exercise or enjoyment;

WHEREAS, ORS 190.472 provides that certain Washington police officers may exercise any authority that the officer's commission vests in the officer throughout the territorial boundaries of Oregon if the officer is acting pursuant to a mutual law enforcement assistance agreement between law enforcement agencies of the respective states;

WHEREAS, Revised Code of Washington (RCW) Chapter 39.34 and RCW 39.34.030 provide that any power or powers, privilege or authority exercised or capable of exercise by a Washington public agency may, by agreement, be exercised and enjoyed jointly with any other public agency in any other state to the extent that the laws of such state permit such joint exercise or enjoyment;

WHEREAS, RCW 10.93.130 provides that Washington law enforcement agencies may, pursuant to the provisions of RCW Chapter 39.34, contract with any law enforcement agency of Oregon or its political subdivisions to provide mutual law enforcement assistance;

WHEREAS, RCW 10.93.070(2) provides, inter alia, that a general authority Washington peace officer may enforce traffic and criminal laws throughout the territorial bounds of Washington upon the prior written consent of the sheriff or chief of police in whose primary territorial jurisdiction the exercise of the powers occurs; and

WHEREAS, RCW 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

- h) **Law Enforcement Agency** means any "law enforcement unit" as defined in ORS 181.610(13) and any "general authority Washington law enforcement agency" as defined in RCW 10.93.020(1), as now enacted or hereafter amended.
- i) **Major incident** means any crime or crimes, a natural disaster, extreme civil disorder, or similar event causing or having potential to cause injury, death, or substantial property damage.
- j) **Non-Emergency Assistance** means mutual aid provided by the parties in any circumstance, including a major incident, that is governed by a preexisting mutual aid agreement between the affected parties.
- k) **Personnel** means uniformed, investigative, or support service personnel of any law enforcement agency which is a party to this agreement.
- l) **Police Officer, Peace Officer, General Authority Washington Peace Officer, or Specially Commissioned Washington Peace Officer** means a full-time, fully compensated police officer commissioned by the States of Oregon or Washington or any full-time, fully compensated police officer commissioned by a public agency or unit of local government of the States of Oregon or Washington to enforce the criminal laws of Oregon or Washington and includes the definitions contained or employed in ORS 181.610, ORS 190.472, RCW 10.93.020(3), and RCW 10.93.020(5), as now enacted or hereafter amended.
- m) **Primary Geographic or Territorial Jurisdiction**, in the case of counties, means the unincorporated areas of the county, and, in all other cases, means the territorial boundaries of the city, town or other public agency or unit of local government in which a law enforcement agency is authorized to act. Such jurisdiction includes the definition contained in RCW 10.93.020(7), as now enacted or hereafter amended.
- n) **Public agency** means those entities defined in ORS 190.410 and RCW 39.34.020, as now enacted or hereafter amended.
- o) **Special law enforcement unit** means specialized investigative or enforcement units, and includes: detective units or divisions; explosives and ordnance disposal units, hazardous devices or bomb squads; drug or drug and vice divisions or units, including multi-agency task forces; gang or gang enforcement units, including multi-agency task forces; hostage negotiation teams, special weapons and tactics teams or units; canine units; traffic accident investigation units, and marine patrol units.

released by the incident commander as soon as their services are no longer required or when the responding agency is needed within the area for which it normally provides law enforcement services.

(iii) Expenses. Expenses incurred in the provision of emergency assistance in major incidents shall be allocated in accordance with this subparagraph.

(a) *Extraordinary expense*, as that phrase is employed in paragraph 9, below, means any expense not formally budgeted or approved and excludes salaries, benefits and overtime and routine capital costs and expenses.

(b) *Subsistence Expense* means the reasonable cost of meals and lodging, if not provided in kind.

(c) *Expenses.* Routine expenses, including cost of equipment, supplies, and materials used or expended, and reasonable subsistence expenses incurred in the provision of emergency assistance during major incidents shall be borne by each party. In the case of a major incident, extraordinary costs, including reasonable subsistence expenses, shall be borne by the agency requesting assistance. At the conclusion of a major incident, any property, equipment, or improvements used in the provision of emergency assistance shall become to sole property of the party that provided the property, equipment, or improvements.

(d) Expenses incurred in connection with non-emergency assistance provided through subsequent mutual aid agreements or amended agreements shall be governed by the provisions for Financial Administration set forth in paragraph 6, below.

b) **Investigative Activities.** In addition to assistance provided in major incidents, the personnel of any party may, without restriction or limitation, engage in investigative activity within the primary territorial or geographic jurisdiction of any other party, PROVIDED, that such personnel provide notice of their presence to the party with primary territorial or geographic jurisdiction by contact with its authorized representative either in person or by telephone.

c) **Exercise of Authority by Consent.** Parties comprising Washington law enforcement agencies, in accordance with RCW 10.93.070(1), through their sheriffs or chiefs, as chief law enforcement officers within their jurisdictions, hereby consent to the exercise of authority by qualified general authority Washington peace officers, whose agencies are

relating to the exercise of authority by cross-commissioned or specially commissioned officers.

(iii) **Responsibility of Cross-Commissioned or Specially Commissioned Officers.** Officers who are cross-commissioned or specially commissioned under this agreement, in addition to abiding by any limitations or satisfying any additional training requirements of the agency with primary geographic or territorial jurisdiction, shall:

- Abide by all state, federal and local law applicable to the agency with primary geographic or territorial jurisdiction;
- Exercise law enforcement powers under their commissions and on behalf of the agency with primary geographic or territorial jurisdiction only when on duty with their employing agency and not when off duty or privately employed;
- In the case of patrol units, exercise law enforcement powers under their commissions and on behalf of the agency with primary geographic or territorial jurisdiction only when engaged in fresh pursuit as defined in paragraph 1(f).
- Report their presence, in person or by radio or by telephone, to the authorized representative of the agency with primary geographic or territorial jurisdiction;
- Immediately report any arrest, search, seizure or use of force in person to the authorized representative of the agency with primary geographic or territorial jurisdiction.

e) **Subsequent Agreements.** The parties agree that other mutual law enforcement assistance agreements, not inconsistent with this agreement, may and should be executed whenever combined administrative, investigative or enforcement operations are mutually agreed to be tactically and fiscally practical and efficient. Such agreements shall incorporate by reference the terms of this agreement. In the event of conflict in the interpretation of this and subsequent agreements, the provisions of this agreement shall control unless expressly agreed otherwise by the parties to the subsequent written agreement.

3. **Commencement, Effective Dates and Duration.** This agreement shall become effective on the date the agreement is executed by at least two parties and shall renew automatically on the 1<sup>st</sup> days of each following January thereafter unless terminated in accordance with the provisions of paragraph 14, below, PROVIDED, that the consent to the exercise of authority, given in accordance with paragraph 2(c) hereof, shall be for the term or tenure of the consenting chief law enforcement officer unless earlier revoked.



Oregon State Police

Washington State Patrol

5. **Joint Administration.** No new or separate legal or administrative entity is created by this agreement. This agreement shall be administered by a Board comprised of the chief law enforcement officers of each signatory law enforcement agency or his or her designee. Upon the commencement of this agreement by its execution by at least two parties, those parties may designate a specific member, officer or agent, to act as administrator of this and related mutual law enforcement assistance agreements, whose duty it shall be to report annually to the Board concerning the exercise and enjoyment of authority under such agreements. At the conclusion of the first full calendar year in which this agreement is in effect, and annually thereafter, a majority of signatories represented on the Board may designate a specific member, officer or agent, to act as administrator. It shall be the duty of the Board to evaluate the exercise of authority under this and related mutual law enforcement assistance agreements and to recommend reasonable and necessary amendment or modification thereof to their governing or legislative bodies.
6. **Financial Administration.** The methodology for determining the fair costs of non-emergency assistance mutual aid, for contracting for services, for adjustments to service delivery and compensation therefore, for billing and payments for services, and for the transfer and disposition of capital assets for this Agreement and subsequent agreements that incorporate it is governed by the Finance and Administration Provisions attached hereto as Exhibit "A" and incorporated by reference as if fully set forth herein. Financial administration for emergency assistance mutual aid is governed by paragraph 2(a)(iii) of this Master Agreement.
7. **Personnel.** No transfer of any personnel between the parties is provided for by this agreement. Each party to this agreement shall continue to provide to its own personnel who may assigned to render assistance to any other party or who may otherwise exercise or enjoy authority under this agreement the same salaries, compensation for death or disability, retirement and leave, cost of transportation, and other normal fringe benefits as such personnel would receive from that party as their employing agency.
8. **Property.** No transfer of property between the parties or to any third party is provided for by this agreement.



jurisdiction of another Washington law enforcement agency shall be deemed to be under the command and control of their employing agency.

- d) **Special Law Enforcement Units.** Personnel assigned to special law enforcement units who exercise or enjoy authority by virtue of commissions or special commissions granted under this agreement, despite prior delegation of general supervision to the incident commander, incident coordinator or other authorized representative of another party, shall be deemed to be under the command and control of their employing agency.

10. **Privileges and Immunities.** All of the privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension relief, disability, workers' compensation insurance and other benefits that apply to the activities of law enforcement personnel when performing their duties within the territorial limits of their employing agencies apply to them and to their employing agencies to the same degree and extent while the officers exercise authority under this agreement.

11. **Liability and Indemnification.** It is understood that this Agreement for mutual aid shall constitute the sole consideration for all requested assistance and during the course of rendering aid the use of personnel or equipment of each party shall be at the 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.

Each party, as the employing agency, hereby agrees to indemnify and hold harmless all other parties and their officers, agents and employees from and against any and all loss, damages, injury, liability suits and proceedings however caused, arising directly or indirectly out of any action or conduct of the employing agency's personnel in the exercise or enjoyment of this agreement, subject to the following provisions and limitations:

- a) Generally. Except as provided herein, liability for any and all loss, damages, injury, liability suits and proceedings however caused, arising directly or indirectly from the provision of mutual law enforcement assistance in accordance with this agreement shall be allocated in accordance with ORS 190.476 and/or RCW 10.93.040;
- b) Special Law Enforcement Units. Notwithstanding the prior delegation of general supervisory control over personnel in special law enforcement units to an incident commander, incident coordinator or other authorized

Agreement, such party shall promptly notify in writing the administrator designated by the Board in accordance with paragraph 5, above, and/or all other parties who are or may be affected by such notice of claim, suit or action.

- i) The indemnification requirements contained herein are subject to the limitations contained in the Oregon Constitution and the Oregon Tort Claims Act, (ORS 30.260-.300).

The indemnification provided herein shall include all costs of defending any suit, including attorney fees.

12. **Reporting.** Any exercise of investigative authority under this agreement must meet the notification requirements set forth in paragraph 2, as well as the reporting requirements of ORS 190.474 and/or RCW 10.93.030, as now enacted or hereafter amended. In addition, copies of reports relating to the exercise of authority shall be provided to the administrator designated by the Board.

13. **Media Relations.** In the event the actual exercise or enjoyment of authority pursuant to this Agreement results in a press conference, press release or other media relation involving any party, said party shall provide notice thereof, together with copies of briefings, releases or other similar documents; to the chief law enforcement officer or authorized representative of any other affected party.

14. **Termination.** Any party herein shall have the right to terminate this Agreement for any reasons whatsoever upon giving the other parties thirty (30) days written notice in advance of the date sought for such termination; PROVIDED, that the terms and conditions of this Agreement shall continue in full force and effect for the duration of any subsequent or subsequently amended mutual law enforcement assistance agreements to which this Agreement applies on the date of notice of termination and, PROVIDED, that, as to such party, any obligation or liability arising directly or indirectly from an occurrence prior to the date sought for such termination shall not be excused and, PROVIDED FURTHER, that this agreement shall remain in full force and effect as to the remaining parties hereto so long as at least two parties remain active participants.

15. **Dispute Resolution.** In the event of a dispute between any parties regarding the exercise or enjoyment of authority under this agreement, the dispute and options for its resolution shall be reviewed, first, by chief law enforcement officers and, second, by the designee of the governing or legislative body of the affected agencies. Any decision of the affected parties regarding the dispute shall be final as between those parties and shall be communicated in writing to the designated administrator of the Board. Any dispute, controversy or claim of breach arising out of or related to this agreement, which cannot be resolved by the affected parties, shall be referred, first, to the designated administrator and, second to the Board for mediation. The designated administrator or mediator(s) appointed by a

conflict between the terms of this agreement and the provisions of a pre-existing mutual law enforcement assistance agreement between two or more parties hereto, as to those parties the specific provisions of the pre-existing agreements shall control over this agreement.

- b) Subsequent Agreements, Subsequently Amended Agreements. Subject to paragraph 24, below, all terms and conditions of this Agreement, shall control over inconsistent provisions of any subsequent mutual law enforcement assistance agreements or subsequent amendment to any mutual law enforcement assistance agreement between two or more parties hereto, Provided, However, that the parties may agree that specifically identified terms and conditions of this Agreement shall be superseded, in which case, the specific provisions of the subsequent mutual law enforcement assistance agreement or amended law enforcement assistance agreement shall control over the specified provisions of this Agreement.
23. **Entire Agreement.** This agreement, combined with the attached, incorporated and ratified pre-existing mutual law enforcement assistance agreements, contains all of the agreements of the parties with respect to the subject matter covered or mentioned therein and no other prior agreements shall be effective to the contrary.
24. **Amendment.** The provisions of this agreement and of the attached, incorporated and ratified pre-existing mutual law enforcement assistance agreements may be amended with the mutual consent of the parties or, in the case of pre-existing agreements, by the affected parties. However, no additions to, or alterations of, the terms of this agreement shall be valid unless made in writing and formally approved and executed by all of the parties hereto.
25. **Document Execution and Filing.** By execution of this agreement, each party represents that it has authority to act and that it has submitted, or will submit, this agreement for review and filing as may be required by the laws of Oregon or Washington.
26. **Severability.** If any section or part of this agreement is held by a court of competent jurisdiction to be invalid, such action shall not affect the validity of any other part of this agreement.

EXECUTED on the day and year first written below.

CITY OF VANCOUVER, WASHINGTON

*R. E. Follul*  
Mayor  
Date: 02/11/02

ATTEST:

*Sybil A. Costello*  
City Clerk

Approved as to form:

*Ted H. Gathe*  
Ted H. Gathe  
City Attorney

Address for Notice:

City Clerk  
City of Vancouver  
PO Box 1995  
Vancouver, WA 98668-1995

And

Chief of Police  
Vancouver Police Department  
City of Vancouver  
PO Box 1995  
Vancouver, WA 98668-1995

EXECUTED on the day and year first written below.

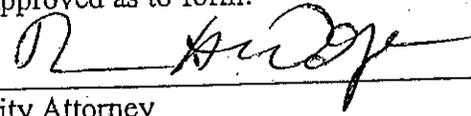
CITY OF BATTLE GROUND, WASHINGTON

  
\_\_\_\_\_  
Mayor ~~Circ~~ ~~MAV~~ ~~1/15/02~~

Date: February 25 2002

  
\_\_\_\_\_  
Clerk

Approved as to form:

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

Address for Notice:

Ron Johnson, Police Chief  
Battle Ground Police Department  
City of Battle Ground  
P.O. Box 3129  
Battle Ground, WA 98604



EXECUTED on the day and year first written below.

CITY OF PORTLAND, OREGON

Vera Katz  
Vera Katz

Mayor  
Date: 3-22-01

Approved as to form:

Dei NT  
Deputy City Attorney

Clerk

Address for Notice:

Mark A. Kroeker  
Chief, Bureau of Police  
1111 S.W. 2<sup>nd</sup> Avenue  
Portland, OR 97204

Portland, OR 97

APPROVED AS TO FORM

Jeffrey L. Royce DL

CITY ATTORNEY



EXECUTED on the day and year first written below.

CLACKAMAS COUNTY SHERIFF

BOARD OF COUNTY  
COMMISSIONERS, Clackamas Co., OR

Pat Detloff  
Pat Detloff, Sheriff  
Date: 06/12/01

Michael Jordan  
Michael Jordan, Chair

Bill Kennemer  
Bill Kennemer, Commissioner

Larry Sowa  
Larry Sowa, Commissioner

Approved as to form:  
JOHN FOOTE  
District Attorney

ATTEST:

\_\_\_\_\_  
David Anderson  
Assistant County Counsel

Millie Manser  
Clerk to the Board

Address for Notice:  
Pat Detloff, Sheriff  
Clackamas County Sheriff's Office  
2223 Kaen Road  
Oregon City, OR 97045

EXECUTED on the day and year first written below.

CITY OF GRESHAM, OREGON

Charles J. Becker  
Charles Becker  
Mayor  
Date: 9-11-01

Bonnie Kraft  
Bonnie Kraft  
City Manager

Approved as to form:  
Miles Ward  
Miles Ward  
Senior Assistant City Attorney

Address for Notice:  
Bernie Giusto, Chief of Police  
Gresham Police Department  
1333 N.W. Eastman Parkway  
Gresham, OR 97030



EXECUTED on the day and year first written below.

WASHINGTON COUNTY SHERIFF

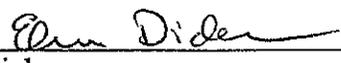
BOARD OF COUNTY COMMISSIONERS  
WASHINGTON COUNTY, OREGON

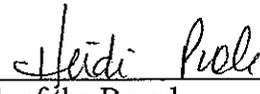
  
\_\_\_\_\_  
Jim Spinden, Sheriff  
Date: 13 Feb 02

  
\_\_\_\_\_  
Dave Maertens Sr. Deputy County Admin.  
Date: 2/8/02

APPROVED AS TO FORM:

ATTEST:

  
\_\_\_\_\_  
Elmer Dickens  
Assistant County Counsel

  
\_\_\_\_\_  
Clerk of the Board

ADDRESS OF NOTICE:

Jim Spinden, Sheriff  
WASHINGTON COUNTY SHERIFF'S OFFICE  
215 SW Adams Avenue  
Hillsboro, OR 97123