

RECEIVED AUG 12 1995

MUTUAL AID AGREEMENT

THIS AGREEMENT is made and entered into by and between the undersigned public agencies, all of which are located with the County of Yamhill.

WITNESSETH:

WHEREAS, the parties to this agreement severally maintain and operate law enforcement organizations as defined and authorized by Oregon Revised Statute and/or Municipal Charter for the purpose of providing necessary protection within their respective jurisdictions; and

WHEREAS, it is to the mutual advantage of all the parties that there be additional law enforcement aid available in the event of a public safety problem that may tax the law enforcement capabilities of a single government that has or threatens to reach a magnitude or duration beyond the ability of a single law enforcement agency to control, or which requires, for the preservation and maintenance of public order and safety or the prevention or suppression of crime, a multiple law enforcement agency coordinated effort; and

WHEREAS, the parties hereto contemplate that such additional law enforcement services would be provided during, but not limited to, the following situations and circumstances: civil disturbance, unlawful assembly, insurrection, natural or man-made disaster, apprehension of suspected felons, search parties, other emergency situations where one of the government's human resource capabilities cannot reasonably be expected to cope with the situation.

WHEREAS, this agreement between the parties is entered into pursuant to the authority of Chapter 190, Oregon Revised Statutes and is otherwise authorized by law; and

WHEREAS, it is mutually advantageous for the parties to render assistance to one another in the field of law enforcement protection and that each of the parties hereto will benefit from the additional protection to life, property and public safety provided pursuant to the agreement;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES OF THE PARTIES HEREINAFTER STATED, IT IS HEREBY AGREED AS FOLLOWS:

1. In the event of a police problem within the jurisdiction of one of the parties hereto, the highest ranking on- or off-duty officer available from the requesting agency may ask the assistance from one or more of the other parties to this agreement. The request shall be given by notifying the Chief of Police, the Sheriff, the State Police (OSP) Station Commander, or the highest ranking officer on duty from the agency being requested to respond.

2. Upon receipt of such a request for aid, the requested agency shall respond to its fullest ability provided, however, that the responding agency shall not be required to leave its own area unprotected. The decision of the Chief of Police, Sheriff, Station Commander, or other highest ranking available officer of the responding agency as to what aid is available shall be final.

3. The Chief of Police, Sheriff, OSP Station Commander, or the designee in the requesting agency shall remain in charge of the incident and provide directions to personnel of the responding agency. At the request of the officer in charge of the requesting agency, any responding party shall withdraw from the scene of the problem.

4. If at any time during the incident, the highest ranking officer of a responding agency finds the actions involved in the mutual aid assistance contrary to that agencies rules, regulations, directives, policies, or procedures, that ranking officer may immediately disengage all of the personnel of his agency from the situation by notifying the requesting agencies supervising officer of the conflict and the officers from the responding agency are going to be withdrawn.

5. The Chief of Police, Sheriff, OSP Station Commander, or the designee in the requesting agency shall be in command of their own and personnel from assisting agencies with respect to any incident for which they have requested assistance under the agreement. The person in command of

the incident shall have the power to assign responding personnel to locations within or without the requesting jurisdiction to accomplish operational objectives.

6. This agreement shall not relieve any participant of their responsibility for law enforcement protection within their own jurisdiction, nor shall this agreement create any right in or obligation to any third persons by any participant which would not exist in the absence of this agreement:

7. Each of the parties shall be responsible for the salaries, compensation for death or disability, retirement and leave payments, cost of transportation, and other normal fringe benefits to their employees who are assigned to render assistance to the other party in the performance of this agreement. The responsibilities shall be the same as if those employees were on duty within the boundaries of the government by which they are employed. Costs of equipment repairs or replacement, supplies, and materials used or expended while rendering assistance under this agreement will be borne by the agency owning the equipment, supplies and material.

8. This agreement for mutual aid shall constitute the sole consideration for the performance of such assistance and no party shall be further obligated to reimburse any other party for expenses other than as is provided for in this document. Each party shall protect its personnel performing under this agreement by adequate workmer's compensation insurance. Each party shall obtain and maintain in full force and effect adequate public liability and property damage 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 their employees.

9. This agreement shall be and remain in full force and effect from and after the date of execution set out opposite the signature of each signatory hereto or until terminated or modified as provided herein. This agreement may

be modified at any time by the mutual consent of the parties. Any party to this agreement may withdraw at any time on thirty (30) days written notice to each of the other parties and thereafter this agreement shall continue to be in full force and effect between the remaining parties. Any party may be excluded from this agreement upon thirty (30) days written notice executed by a majority of the other parties.

10. It is the intention of each party that this agreement be entered into with any one or more of the other parties named herein whether or not joined into by all of the parties named herein.

11. The parties each agree that all mutual aid agreements existing between them to the extent that those agreements cover the same matters covered herein are hereby canceled and shall be of no further force or effect.

IN WITNESS WHEREOF the parties have caused this agreement to be executed on the day and year set out opposite the signature of each.

YAMHILL COUNTY BOARD OF COMMISSIONERS

by: Dennis Goecks
Chairman, Commissioner Dennis Goecks
Date _____

Lee Vasquez
Yamhill County Sheriff Lee Vasquez

Thomas C. E. Bunn
Commissioner Tom Bunn

John C. Bunn
Approved as to form
Asst. Yamhill County Counsel

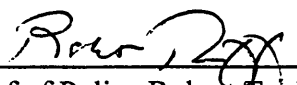
Robert Johnstone
Commissioner Rob Johnstone

Accepted by Yamhill County
Board of Commissioners on
7-26-95 by Board Order
95-481.

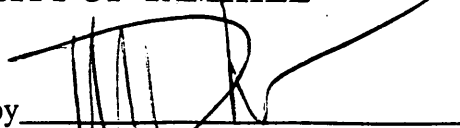
CITY OF NEWBERG

by 
Duane Cole, City Manager

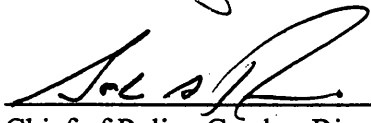
Date July 26, 1995


Chief of Police Robert Tardiff

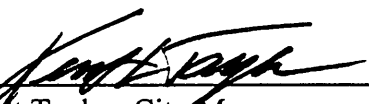
CITY OF YAMHILL

by 
Mayor Mike LeClair

Date Aug 9, 1995


Chief of Police Gordon Rise

CITY OF MCMINNVILLE

by 
Kent Taylor, City Manager

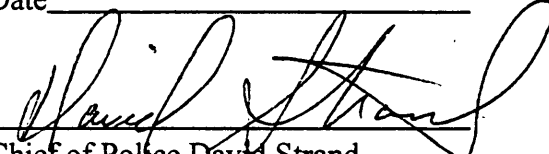
Date 7-20-95


Chief of Police Rod Brown

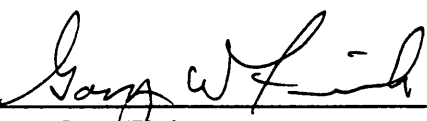
CITY OF DUNDEE

by 
Mayor Neil Cohen

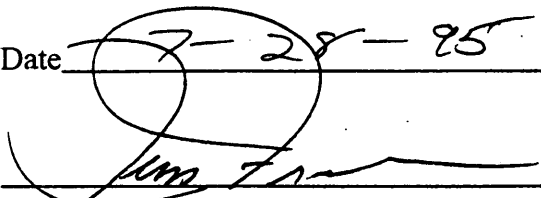
Date 8-1-95


Chief of Police David Strand

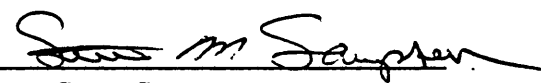
CITY OF AMITY

by 
Mayor Gary Fink

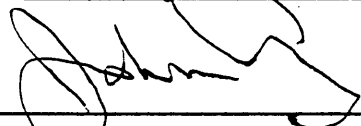
Date 7-28-95


Chief of Police Jim France

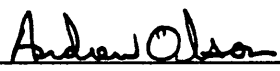
CITY OF CARLTON

by 
Mayor Steve Sampson

Date 7-26-95


Chief of Police John Coady

Oregon State Police

by 
Lt. Andy Olson