

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) 190.010 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.

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

WHEREAS, the parties to this Agreement desire to take full advantage of the provisions cited herein,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1) **Definitions.**

- a) **Administrative and Support Units** mean those units comprised of personnel assigned to administrative, fiscal, logistical or personnel support, as opposed to investigative or enforcement activities, including but not necessarily limited to fleet management, internal affairs, records management, and the like.
- b) **Authorized representative** means the ranking on-duty supervisor empowered by his/her chief law enforcement officer to act under this intergovernmental agreement.
- c) **Chief law enforcement officer** includes the sheriff or director of public safety of a county, the chief of police of a city or town, and chief officers of any other law enforcement agency which is a party to this agreement.
- d) **Emergency Assistance** means mutual aid provided by the parties in a major incident under the statutory authority of the parties but without a preexisting mutual aid agreement between the affected parties.
- e) **Employing agency** means the law enforcement agency under whose employment an officer is authorized to act and includes the “primary commissioning agency” as that phrase is defined in RCW 10.93.020(8) and “commissioning agency” as that term is defined in ORS 190.476(4), as now enacted or hereafter amended.
- f) **Incident commander** means the authorized representative of the agency with primary geographic or territorial jurisdiction in which a major incident has occurred or is occurring.
- g) **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.
- h) **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.
- i) **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.
- j) **Personnel** means uniformed, investigative, or support service personnel, including uniformed reserve officers, of any law enforcement agency, which is a party to this agreement.

- k) **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.
- l) **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.
- m) **Public agency** means those entities defined in ORS 190.410 and RCW 39.34.020, as now enacted or hereafter amended.
- n) **Party** means each of the governmental entities that is a party to this Agreement.
- o) **Requesting party means a party in need of or requesting assistance under this Agreement.**
- p) **Assisting party** means a party responding outside the geographic boundaries of that party in response to a need or request for assistance by another party under this Agreement.
- q) **Technical 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, dive rescue and recovery and marine patrol units.
- r) **Technology** means equipment and supplies used in the location, identification and preservation of physical evidence.
- s) **Technical expertise** means the knowledge, skills and abilities possessed by personnel in investigative techniques and technology use.
- t) **Unit of local government** means those public agencies defined in RCW 39.34.020 and ORS 190.003 and as employed in RCW Chapter 39.34 and in ORS 190.003 to 190.125, as now enacted or hereafter amended.

- 2) **Purpose and Function.** The purpose of this agreement is: (1) To provide for combined use of personnel during major incidents; (2) To permit the personnel of each party to engage in administrative and investigative activity within the primary or geographic territory of other parties; (3) To commission or specially commission personnel in each party's specialized law enforcement units to enforce applicable traffic and criminal laws within the primary or geographic territory of other parties; and (4) To encourage subsequent mutual law enforcement assistance agreements calling for specific combined operations whenever tactically and fiscally practical and efficient; (5) To provide each participating agency the necessary approval to utilize all necessary frequencies in order to communicate with each other in an incident.
- a) **Major Incidents.** In the event of a major incident, a chief law enforcement officer, or his or her authorized representative, is empowered to request assistance without advance notice from another or all other units of government and law enforcement agencies participating in this Agreement when it reasonably appears that additional personnel, technology and/or technical expertise is needed to respond to a major incident occurring within the jurisdiction of the requesting party.
- (i) **Requests for Aid.** Such requests may be made by the chief law enforcement officer, or his or her authorized representative to the chief law enforcement officer, or authorized representative, of the assisting party.
- (ii) **Response Procedure.** Upon receipt of a request for mutual aid under this agreement, the party receiving the request (assisting party) shall, as soon as reasonably possible, take the following actions:
- a. Determine whether the assisting party has the personnel, equipment, material or other form of assistance available to respond to the request;
 - b. Determine what available personnel, equipment, material and/or other forms of assistance shall be supplied;
 - c. Dispatch or otherwise make available appropriate and available personnel, equipment, material and/or other assistance to the location or locations designated by the requesting party;
 - d. Provide appropriate access to the requesting party and/or other assisting parties to available equipment, material and/or other assistance provided by the assisting party;
 - e. Advise the requesting party immediately in the event all or some of the requested personnel, equipment, material or other type of assistance is not available or will not be available within a reasonable amount of time;

- (iii) Each party has the right, in the party's sole discretion, to determine the availability and priority of providing personnel, equipment, material and/or other forms of assistance under this Agreement.
- (iv) Recall. The assigned incident commander or incident coordinator, at his or her discretion, shall have authority to deploy aiding agency personnel, other than those deployed in special law enforcement units, in any manner deemed necessary under the circumstances. At the request of the incident commander or incident coordinator, any assisting party personnel shall withdraw from the scene of a major incident. Further, the assisting party shall be released by the incident commander as soon as their services are no longer required or when the assisting party is needed within the area for which it normally provides law enforcement services.
- (v) 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 for the first 48 hours. In the case of a major incident, extraordinary costs, including reasonable subsistence expenses, shall be borne by the requesting party after 48 hours. At the conclusion of a major incident, any property, equipment, or improvements used in the provision of emergency assistance shall become the sole property of the party that provided the property, equipment, or improvements.
 - d. Expenses incurred in connection with extended non-emergency assistance shall be provided for through subsequent mutual aid agreements.
- 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. Such independent investigative activities by a party shall not be construed as having been requested by any other party. In such instances all expenses and liabilities shall reside with the party conducting the independent investigative activities.

- 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 identified in Appendix A hereto, within their primary territorial jurisdiction for the duration of the term or tenure of each sheriff or chief.
- d) **Technical Law Enforcement Units.** The parties agree to cross-commission or specially commission each other's full time, fully compensated police officers who (i) are assigned to technical law enforcement units, as defined in paragraph 1, (ii) are eligible for cross-commissioning or special commissioning under applicable laws, (iii) meet or exceed all training and education standards or requirements of the Oregon Department of Public Safety Standards and Training or the Washington Criminal Justice Training Commission, and (iv) are in good standing with their employing agency.
- (i) Responsibility of Employing Agency. The employing agency shall:
- Identify each officer assigned to or removed from its technical law enforcement units at the time of assignment or removal;
 - Certify, not less than annually, that each officer identified as assigned to its technical law enforcement units remains so assigned and remains in good standing with the employing agency;
 - In the case of reassignment, retirement, or suspension of any person previously assigned to its technical law enforcement units, recover and surrender commission cards and other documents furnished by the agency with primary territorial jurisdiction.
- (ii) Responsibility of Agency with Primary Geographic or Territorial Jurisdiction. The agency with primary geographic or territorial jurisdiction shall:
- Cross-commission or specially commission any officer identified and by his or her employing agency as assigned to the employing agency's special law enforcement units and certified to be in good standing;
 - Provide authorized forms of oath to each cross-commissioned or specially commissioned officer;
 - Provide authorized commission cards to each cross-commissioned or specially commissioned officer; and
 - Prescribe limitations and additional training, as may be agreed to by the parties, 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;
- 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 1st days of each following January thereafter unless terminated in accordance with the provisions of paragraph 19, 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.

4) **Parties.** This agreement contemplates the participation of law enforcement agencies within the Oregon Counties of Hood River, Wasco and Sherman and Gilliam and law enforcement agencies within the Washington Counties of Skamania and Klickitat. Subject to the terms for commencement and termination, the parties eligible for participation in this agreement include, but are not necessarily limited to:

- Hood River County, Oregon – Hood River County Sheriff
- City of Hood River
- Wasco County, Oregon – Wasco County Sheriff
- City of The Dalles
- Sherman County, Oregon – Sherman County Sheriff

- Skamania County, Washington – Skamania County Sheriff
- Klickitat County, Washington – Klickitat County Sheriff
- City of Goldendale
- City of White Salmon
- City of Bingen
- Oregon State Police

- 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.** Financial administration for emergency assistance mutual aid is governed by paragraph 2(a)(iii) of this Master Agreement. 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 shall be governed by subsequent agreements between participating agencies of this agreement.
- 7) **Personnel.** No transfer of any personnel between the parties is provided for by this agreement. Each party will continue to pay costs for their own personnel. Each party shall remain fully responsible as employer for cost of all personnel provided through this agreement. This includes the cost of all personnel provided at each employee's current wages, including overtime, if any. Each party shall remain fully responsible as employer for payment of all taxes, assessments, fees, wages, benefits, workers' compensation coverage, and all other direct and indirect compensation and benefits with respect to its own employees. Each party shall insure its own employees as required by respective state laws.
- 8) **Property.** No transfer of property between the parties or to any third party is provided for by this agreement.
- a) Notwithstanding anything to the contrary in paragraph 12, each party is responsible for damages to or loss of its own equipment. Further, each party waives the right to sue any other participating party for any damages to or loss of such equipment incurred while such equipment is being utilized pursuant to this Agreement, even if

the damage or loss is caused wholly or partly by the negligence of any such participating party or its officers, employees, or volunteers.

- b) All equipment and unused materials and supplies provided in accordance with this Agreement shall be returned to the assisting party upon release by the requesting party or upon demand by the assisting party.
- c) The requesting party shall reimburse, at cost, each assisting party for all materials and supplies provided by the assisting party which are used during the emergency incident.

9) Supervision and Control Over Officers.

a) Major Incidents

- (i) Incident Commander. The sheriff or chief, or their authorized representative legally responsible for police protection at the scene of the major incident shall remain in charge as incident commander or incident coordinator and shall provide general directions to all aiding agency personnel.
- (ii) Incident Coordinator. Where the services of the responding agencies are required on a dispersed basis or at several locations, the sheriff or chief, or designated officer in charge for the requesting party shall be the incident coordinator. The coordinator shall have the authority to assign responding agency personnel to locations within or without his/her jurisdiction, save that as to responding personnel dispatched to locations outside of his/her jurisdiction, the coordinator shall forthwith give notice of such dispatch to the senior officer in the jurisdiction to which said personnel are dispatched, and said senior officer shall forthwith be deemed the officer responsible for personnel serving in his/her jurisdiction, and, under the coordinator, shall provide direction to such responding personnel so that the desired effect may result.
- (iii) Technical Law Enforcement Units. Technical law enforcement units, such as "Special Weapons and Tactics Teams," "Hostage Negotiation Teams," "Hazardous Devices or Bomb Squads," Drug or drug and vice divisions, multi agency task forces, Gang enforcement units, Canine units, Traffic units, Dive rescue and recovery units and Marine units or other specialized teams, when requested will maintain their unit integrity and will be responsible to an incident commander from their agency. The incident commander will correlate his/her unit's actions with the incident coordinator to achieve the desired results, but shall retain full authority to assign, deploy, and initiate action by his/her unit; and may withdraw his/her unit or request that personnel from other agencies avoid or discontinue activities which, in his/her discretion will compromise or hinder the effective performance of his/her unit.

- b) **Investigative Activity.** Personnel who exercise or enjoy investigative authority under this agreement without prior delegation of direct supervision to another party, shall be deemed to be under the command and control of their employing agency.
 - c) **Exercise of Authority by Consent.** General authority Washington peace officers exercising authority by consent within the primary territorial jurisdiction of another Washington law enforcement agency shall be deemed to be under the command and control of their employing agency.
 - d) **Technical Law Enforcement Units.** Personnel assigned to technical 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) **Consideration.** It is understood that this Agreement for mutual aid shall constitute the sole consideration for all requested assistance.
- 12) **Liability and Indemnification.**
- a) To the extent permitted by, and subject to the constitutions and laws of the parties, and except with respect to injuries or occupational diseases to employees of parties within the scope of the workers' compensation coverage required to be provided as set forth in paragraph 7 of this Agreement, the requesting party agrees to defend, indemnify and hold harmless each and every other party, and each other party's officers, employees and agents, from and against any and all claims, suits, actions, damages, fees, costs, losses and expenses resulting from, arising out of or in any way connected with activities conducted in the performance of this Agreement at the request of the requesting party.
 - b) **Property of the Parties.** No party to this Master Agreement is obligated to reimburse any other party for use of personnel or equipment, except that, in the event of emergency assistance in a major incident, the requesting party shall retain responsibility for all extraordinary equipment, materials and supplies, including reasonable subsistence expenses, in accordance with paragraphs 2(a)(v) and 8 hereof.

- c) Notice of Claims or Actions. If any party receives notice of claim, suit or action arising from the exercise or alleged exercise of authority under this 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.
 - d) 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).
- 13) **Compliance with Laws and Regulations.** Each party agrees to comply with all federal, state and local laws, codes, regulations and ordinances applicable to any and all work performed under this Agreement.
- 14) **Non-Exclusive Agreement.** This Agreement is not intended to be exclusive among the participating parties. Any participating party may enter into a separate emergency assistance or mutual aid agreement, and any other form of agreement, with any other participating party or any other entity. However, no such separate agreement shall terminate any responsibility under this Agreement. To the extent other emergency assistance or mutual aid agreements between or among any of the participating parties are inconsistent with this Agreement, the terms of this Agreement shall control.
- 15) **No Dedication of Facilities.** No undertaking by an assisting party to any other requesting party under any provision of this Agreement constitutes a dedication of the facilities or assets of the assisting party, or any portion thereof, to the public or to any other party. Except as otherwise stated in this Agreement, nothing in this Agreement shall be construed to give a party any right of ownership, possession, use or control of the facilities or assets of any other party.
- 16) **No Association, Joint Venture or Partnership.** This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between or among any of the parties to this Agreement, or to impose any partnership obligations or liabilities upon any party to this Agreement. Furthermore, no party is deemed by reason of this Agreement or participation in any emergency incidents pursuant to this Agreement to be an agent or representative of or to otherwise bind any other party.
- 17) **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.
- 18) **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.

- 19) **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.
- a) Any such termination notice shall be hand-delivered or sent via the United States Postal Service, certified mail, return receipt requested, to the agency head of each of the remaining parties, with a copy provided to the governing body of each of the remaining parties to this Agreement.
 - b) Upon termination of this Agreement by a party as to that party, all property not owned by the terminating party which is in the custody or possession of the terminating party, shall be returned as soon as reasonably possible to the party that owns the property.
- 20) **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 majority of the Board shall review the dispute, controversy or claim and options for its resolution. Any action taken or decision made in informal consultation or mediation shall be subject to ratification by the governing or legislative body of the affected public agencies. Any dispute, controversy or claim of breach which cannot be resolved by mediation, shall be submitted to binding arbitration in accordance with the rules and procedures set forth in ORS Chapter 36 or RCW Chapter 7.04, as the case may be, and the judgment or award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
- 21) **Assignment/Subcontracting.** No party to this agreement shall transfer or assign, in whole or in part, any right or obligation created under this agreement.

- 22) **No Third Party Beneficiary.** By execution of this agreement, the parties do not intend there be any third-party beneficiary of the rights or obligations created herein.
- 23) **Non-Discrimination.** In the exercise and enjoyment of authority under this agreement, no party shall discriminate against any personnel because of age, sex, race, creed, religion, color, national origin, marital status, pregnancy, veteran status, any physical, mental or sensory disability, or actual or perceived sexual orientation.
- 24) **Notice.** Any notices to be given under this agreement shall be sufficient when delivered, postage prepaid, and addressed (a) to the affected party or parties at the address(es) listed on their signature page of this agreement and (b) to the designated administrator at such address as he or she may from time to time provide to the parties.
- 25) **Waiver.** No waiver by any party of any term or condition of this agreement, or prior agreements ratified hereby, shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.
- 26) **Incorporation/Ratification of Pre-existing Mutual Law Enforcement Assistance Agreements.** Any pre-existing mutual law enforcement assistance agreements between two or more parties to this Agreement, identified in Appendix I to the signature page of each affected party and attached as exhibits to such appendices, are incorporated herein as if fully set forth in this agreement. As between the affected parties, such agreements remain in full force and effect.
- 27) **Priority of Documents and Construction.**
- a) **Pre-existing Agreements.** Subject to paragraph 29, below, all terms and conditions of this Agreement, not inconsistent with the provisions of any pre-existing mutual law enforcement agreement between two or more parties hereto, shall control over such pre-existing agreement. In case of 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 29, 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.
- 28) **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.

- 29) **Amendment.** The provisions of this agreement 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.
- 30) **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.
- 31) **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.
- 32) **Addition of Other Units of Local Government.** Other units of local government which are otherwise eligible to become parties to this Agreement pursuant to the statutory authorizations for this Agreement, may become parties to this Agreement by (a) obtaining consent to become a party to this Agreement by all entities who, at the time of the request, are parties to this Agreement; and (b) executing a copy of this Agreement.
- 33) **Counterparts.** This Agreement may be executed in separate counterparts, each of which, when executed and delivered, shall be an original, but all of which shall constitute one and the same Agreement.

EXECUTED on the day and year first written below.

CITY OF GOLDENDALE, WASHINGTON

Mayor

Date: _____

Approved as to form:

Clerk

City Attorney

Address for Notice:

Mike Smith, Chief of Police
City of Goldendale
P.O. Box 1176
Goldendale, WA 98620

EXECUTED on the day and year first written below.

CITY OF WHITE SALMON, WASHINGTON

Mayor

Date: _____

Approved as to form:

Clerk

City Attorney

Address for Notice:

Marla Keethler, Mayor
Mike Hepner, Police Chief
City of White Salmon
P.O. Box 2139
White Salmon, WA 98672

EXECUTED on the day and year first written below.

CITY OF BINGEN, WASHINGTON

Mayor

Date: _____

Approved as to form:

Clerk

City Attorney

Address for Notice:

Catherine Kiewit, Mayor
Mike Hepner, Police Chief
City of Bingen
P.O. Box 607
Bingen, WA 98605

EXECUTED on the day and year first written below.

CITY OF THE DALLES, OREGON

Mayor

Date: _____

Approved as to form:

Clerk

City Attorney

Address for Notice:

Richard Mays, Mayor
Tom Worthy, Chief of Police
City of The Dalles
313 Court Street
The Dalles OR 97058

EXECUTED on the day and year first written below.

Klickitat County Sheriff

**BOARD OF COUNTY
Commissioners, Klickitat Co., WA**

Bob Songer, Sheriff

Date: _____

Commissioner

Commissioner

Commissioner

Approved as to form:

David Quesnel

Prosecuting Attorney

ATTEST:

Clerk to the Board

Address for Notice:

Bob Songer, Sheriff
Klickitat County Sheriff's Office
205 S. Columbus Ave
Goldendale, WA 98620

EXECUTED on the day and year first written below.

SKAMANIA COUNTY SHERIFF

**BOARD OF COUNTY
COMMISSIONERS, Skamania Co., WA**

Summer Scheyer, Sheriff

Date: _____

Asa Leckie, Chairman

Brian Nichols, Commissioner

Rob Farris, Commissioner

Approved as to form:

Adam Kick

Prosecuting Attorney

ATTEST:

Clerk to the Board

Address for Notice:

Summer Scheyer, Sheriff
Skamania County Sheriff's Office
Post Office Box 790
Stevenson, WA 98648

EXECUTED on the day and year first written below.

HOOD RIVER COUNTY SHERIFF

**BOARD OF COUNTY
COMMISSIONERS, Hood River Co., OR**

Matt English, Sheriff

Date: _____

Commissioner

Commissioner

Commissioner

Approved as to form:

Prosecuting Attorney

ATTEST:

Clerk to the Board

Address for Notice:

Matt English, Sheriff
Hood River County Sheriff's Office
309 State Street
Hood River, OR 97031

EXECUTED on the day and year first written below.

CITY OF HOOD RIVER, OREGON

Mayor

Date: _____

Approved as to form:

Clerk

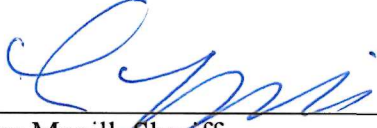
City Attorney

Address for Notice:

Neal Holste, Police Chief
Hood River Police Department
207 Second Street
Hood River, OR 97031

EXECUTED on the day and year first written below.

WASCO COUNTY SHERIFF



Lane Magill, Sheriff
Date: 5/19/25

Approved as to form:

Prosecuting Attorney

Address for Notice:

Lane Magill, Sheriff
Wasco County Sheriff's Office
511 Washington Street
The Dalles, OR 97058

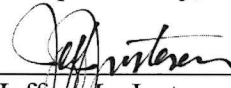
**BOARD OF COUNTY
COMMISSIONERS, Wasco Co., OR**



Scott C. Hege, Commissioner Chair



Philip L. Brady, Vice Chair Commissioner



Jeffrey L. Justesen, Commissioner

ATTEST:

Christine McNamara
Clerk to the Board

EXECUTED on the day and year first written below.

WASCO COUNTY SHERIFF

Lane Magill, Sheriff

Date: _____

Approved as to form:

Prosecuting Attorney

Address for Notice:

Lane Magill, Sheriff
Wasco County Sheriff's Office
511 Washington Street
The Dalles, OR 97058

**BOARD OF COUNTY
COMMISSIONERS, Wasco Co., OR**



Scott C. Hege, Commissioner Chair



Philip L. Brady, Vice Chair Commissioner



Jeffrey L. Justesen, Commissioner

ATTEST:

Clerk to the Board

EXECUTED on the day and year first written below.

SHERMAN COUNTY SHERIFF

**BOARD OF COUNTY
COMMISSIONERS, Sherman Co., OR**

James Burgett, Sheriff

Date: _____

County Judge

Commissioner

Commissioner

Approved as to form:

Prosecuting Attorney

ATTEST:

Clerk to the Board

Address for Notice:

James Burgett, Sheriff
Sherman County Sheriff's Office
Post Office Box 424
Moro, OR 97039

EXECUTED on the day and year first written below.

OREGON STATE POLICE

Casey Coddington, Superintendent

Date: _____

Approved as to form:

OSP Legal Counsel

Address for Notice:

Jason Calloway, Lieutenant
Oregon State Police
3313 NE Bret Clodfelter Way
The Dalles OR 97058