

CITY OF SHERWOOD

RESOLUTION NO. 93-558

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR MUTUAL AID AMONG LAW ENFORCEMENT AGENCIES LOCATED IN WASHINGTON COUNTY, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Sherwood City Council desires to establish an accepted means to coordinate the efficient and effective delivery of mutual aid among the law enforcement agencies of Washington County; and

WHEREAS, the City Council desires the City to provide mutual aid to other law enforcement, in return for the same consideration for other Washington County agencies. This would eliminate duplication where feasible and making the most efficient and effective use of its resources;

NOW, THEREFORE, THE CITY RESOLVES AS FOLLOWS:

Section 1. Agreement Authorized. The City Manager is hereby authorized to enter into the Agreement attached hereto as Exhibit "A". The City Manager is further authorized to enter into Memoranda of Understanding relating to the provision of mutual aid among law enforcement agencies so long as the terms are consistent with the terms of the attached Agreement and all of the parties thereto are other units of local government that have agreed to the terms of the attached Agreement.

Section 2. Effective Date. This Resolution shall become effective upon passage by the City Council and approval by the Mayor.

Duly passed by the City Council this 22nd day of September, 1993.

Approved by the Mayor this 22nd day of September 1993.

Walter Hitchcock
Walter Hitchcock, Mayor

ATTEST:

Polly Blankenbaker
Polly Blankenbaker, City Recorder

Hitchcock X
Boyle X
Cottle X
Kennedy Absent
Shannon Absent

**Intergovernmental Agreement for Mutual Aid  
Among Law Enforcement Agencies Located in  
Washington County, Oregon**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into by and among the undersigned units of local government located in Washington County, Oregon.

WHEREAS, The parties desire to establish an accepted means to coordinate the efficient and effective delivery of mutual aid between and among their law enforcement agencies, and;

WHEREAS, the parties desire to provide mutual aid to one another at a reasonable cost by eliminating duplication where feasible and making the most efficient and effective use of their resources;

NOW, THEREFORE, under authority of Chapter 190, Oregon Revised Statutes, the parties agree as follows:

**1. DEFINITIONS**

The following definitions shall be used in construing the following terms used in this agreement.

- A. Mutual Aid: The provision of additional personnel, equipment or expertise by one law enforcement agency for the primary benefit of another law enforcement agency.

The term includes, but is not limited to, the provision of additional personnel, equipment or expertise by one law enforcement agency to another law enforcement agency in relation to major crimes investigation and/or the enforcement of narcotics laws as provided in any memorandum of understanding agreed to by the undersigned participating agencies, so long as the terms of the memorandum of understanding are consistent with the terms of this agreement.

- B. Police Officer: A sworn member of a law enforcement agency, not intended to include civilian members of an agency, reserve officers, cadets, record clerks or similar individuals.

**2. AUTHORITY TO REQUEST, GRANT, REFUSE OR TERMINATE AID**

Every police officer of every law enforcement agency participating in this agreement has the authority to request mutual aid, to grant or refuse a request for mutual aid, and to terminate the provision of mutual aid once granted.

An agency may have internal procedures or regulations that

control the exercise of the authority granted by this section so long as the procedures or regulations do not unduly hinder the ability of an agency to make or respond to a request for mutual aid.

**3. PROCEDURE TO REQUEST, GRANT, REFUSE OR TERMINATE AID**

A police officer of the requesting agency who has authority to request mutual aid must make the request for mutual aid to a police officer of the responding agency who has authority to grant a request for mutual aid.

The responding agency may grant or deny, in whole or in part, the request to supply aid to the requesting agency.

A police officer of the requesting agency may relieve all or part of the personnel or equipment of the responding agency from mutual aid duty if, in the opinion of the officer of the requesting agency, the personnel or equipment is no longer needed in the requesting agency's jurisdiction.

A police officer of the responding agency may recall all or part of the personnel or equipment of the responding agency if, in the opinion of the officer of the responding agency, the personnel or equipment is needed in the responding agency's jurisdiction.

**4. CONTROL AND DIRECTION OF PERSONNEL AND EQUIPMENT**

Once the responding agency decides to supply aid to a requesting agency, and the aid is delivered to the requesting agency in that the aid is physically present within the requesting agency's jurisdictional boundaries, the requesting agency is fully responsible for the supervision and control of the aid provided. This responsibility shall continue until the requesting agency terminates its request for aid or until the responding agency recalls the aid to the responding agency.

**5. LIABILITY AND INDEMNITY**

A responding agency's refusal to provide mutual aid to a requesting agency, or a responding agency's recall of mutual aid already provided to a requesting agency, shall not be a basis upon which the requesting agency may impose liability for damages upon the responding agency.

Each agency shall remain responsible for the acts or omissions of its respective employees, notwithstanding that the employee acted under the supervision and control of the requesting agency.

Each agency shall remain responsible for the ordinary wear and tear and routine maintenance of its respective equipment, notwithstanding that the equipment is used under the

supervision and control of the requesting agency.

Each responding agency shall remain solely responsible for workers compensation claims by its employees, notwithstanding that the injury complained of occurs while under the supervision and control of the requesting agency.

Except as otherwise provided in this agreement, the parties shall indemnify each other, if applicable, under common law indemnity principles. A party seeking indemnification under this provision must give reasonable notice of a claim and tender control over such claim to the purported indemnitor. If the purported indemnitor accepts the tender of defense, the indemnitee must fully cooperate in the defense of the claim at the expense of the indemnitor.

**6. FINANCE, COSTS, AND ACCOUNTING**

Each responding agency shall pay all wages and benefits due any of its personnel, including overtime pay, worker's compensation benefits and death benefits, as if those employees were on duty working directly for the agency by which he or she is employed.

Each responding agency shall pay for the ordinary wear and tear and routine maintenance of its equipment. Additionally, each responding agency shall pay for the repair or replacement of its own property if the property is damaged by the sole fault of an employee of the responding agency.

Expenses incurred in the nature of travel, meals, and lodging and other expenses not otherwise specifically mentioned here shall be paid by one or more of the participating agencies in a manner determined on a case-by-case basis.

**7. COMMENCEMENT AND DURATION OF AGREEMENT**

This agreement shall take effect when it has been signed by more than one of the parties to it. The agreement shall continue indefinitely, until amended or terminated.

**8. ADDITIONAL PARTIES**

Any Washington County-area law enforcement agency not a party to this agreement when it first becomes effective may become a party to it by signing the agreement after being authorized to do so by resolution of its governing body. Upon the signing of the agreement by the additional party, the agreement shall become binding among all the parties that have signed the agreement.

**9. TERMINATION, SUSPENSION OR WITHDRAWAL FROM AGREEMENT**

Upon mutual consent of all the parties, this agreement may be amended or terminated at any time.

Any party may withdraw from this agreement upon giving written notice to the other participating agencies, provided that such notice shall not be given while the agency seeking to withdraw is actively receiving aid from any other participating agency.

Upon an agency's withdrawal from this agreement, the agreement shall remain in effect as among the remaining parties.

**10. WAIVER**

The failure of any party to enforce a provision of this agreement shall not constitute a waiver by it of that or any other provision.

**11. CAPTIONS**

Captions and headings used in this agreement are inserted for convenience of reference only and are not intended to affect the interpretation or construction of the agreement.

**12. PARTIAL INVALIDITY**

Whenever possible, each provision of this agreement shall be interpreted in such a way as to be effective and valid under applicable law. If any provision of this agreement is adjudged invalid, such adjudication shall not affect the remainder of such provision or the remaining provisions of this agreement, if such remainder would then continue to conform with the terms and requirements of applicable law and the intent of this agreement.

**13. AMENDMENTS**

This agreement may be amended only by a written instrument executed by all of the parties to it.

**14. SIGNATORIES' AUTHORITY TO ENTER INTO AGREEMENT**

Every person signing this agreement hereby represents to all the others that they are duly authorized by their unit of local government to enter into the agreement.

IN WITNESS WHEREOF, the parties by the signatures of their authorized representatives have executed this agreement effective on the date shown below each signature.

City of Beaverton

City of Cornelius

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

City of Forest Grove

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City of North Plains

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City of Gaston

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City of Sherwood

By:  \_\_\_\_\_

Printed Name: James H. Rapp

Title: City Manager

Date: September 29, 1993

City of Hillsboro

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City of Tigard

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City of King City

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City of Tualatin

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Washington County

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_