



Resolution 2004-066

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR MUTUAL ASSISTANCE AND INTERAGENCY COOPERATION AMONG LAW ENFORCEMENT AGENCIES LOCATED IN WASHINGTON COUNTY, OREGON

WHEREAS, the other Law Enforcement Agencies within Washington County desire to establish an accepted means to coordinate the efficient and effective delivery of mutual aid and mutual assistance between and among their law enforcement agencies, and;

WHEREAS, the City of Sherwood desires to participate with the other Law Enforcement Agencies within Washington County for this mutual aid commitment;

NOW, THEREFORE, THE CITY RESOLVES AS FOLLOWS:

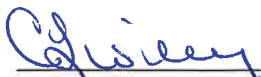
The City Manager is authorized to sign the Mutual Aid Agreement attached dated October 2003, for the fiscal year 2004-05.

Duly passed by the City Council this 10th day of August 2004.



Mark O. Cottle, Mayor

ATTEST:



C.L. Wiley, City Recorder

**INTERGOVERNMENTAL AGREEMENT
for Mutual Aid, Mutual Assistance, And Interagency Cooperation
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, and additional Oregon law enforcement agencies as may be added.

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

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

WHEREAS, the parties desire to provide for an efficient system of implementing and coordinating interagency cooperation between their law enforcement agencies;

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. **Agency:** A public body as defined in ORS 30.260(4)(b) or 30.260(4)(c).

B. **Mutual Aid:** The provision of additional personnel, equipment, or expertise by one law enforcement agency for the primary benefit of another law enforcement agency to assist in responding to an emergency situation.

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.

C. **Mutual Assistance:** The provision of additional personnel, equipment, or expertise on an occasional basis such as assisting another agency with routine calls for service or to provide a cover car. Mutual Assistance is normally requested by WCCCA, such as requesting an agency to handle a call for service in an adjoining jurisdiction due to a shortage of personnel in that jurisdiction, or a request to provide a cover officer to a domestic disturbance in an adjoining jurisdiction. An

officer providing Mutual Assistance shall remain under the supervision and control of his or her own agency, and shall not be under the direction or control of the agency to whom the Mutual Assistance is provided.

- C. Requesting Agency: The agency requesting mutual aid.
- D. Police Officer, Peace Officer, General Authority Oregon Police: Officer means a full-time, fully compensated police officer commissioned by the State of Oregon or any full-time, fully compensated police officer commissioned by a public agency or unit of local government of the State of Oregon to enforce the criminal laws of Oregon and includes the definitions contained or employed on ORS 181.610 and ORS 190.472, as now enacted or hereafter amended.

2. **MUTUAL AID - 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.

Pursuant to ORS 133.235, peace officers have statutory authority to act anywhere within the State of Oregon, regardless of whether the offense occurs within their primary jurisdiction.

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

4. **MUTUAL AID - CONTROL AND DIRECTION OF PERSONNEL AND EQUIPMENT**
Once the responding agency decides to supply aid to a requesting agency, the aid is delivered to the requesting agency in that the aid is physically present within the requesting agency's jurisdictional boundaries, and the responding agency reports to the incident commander of the requesting agency upon arriving at the scene. 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 or withdraws from providing further aid to the responding agency.

The requesting agency shall designate an incident commander who shall be in command of the scene. The personnel and equipment of the responding agency shall be under the direction and control of the requesting agency until the requesting agency relieves the responding agency or the responding agency withdraws assistance. The incident supervisor shall designate radio channels and all agencies will follow WCCCA radio procedures.

If the request for mutual aid involves an Interagency Team, the Team Leader will report to the incident commander for directions as to where and when the team should be deployed, and any rules of engagement. The Incident Commander and Team Leader shall confer regarding the team's mission and its objectives. After agreeing upon the mission, the Team Leader shall deploy the team to accomplish the mission. Notwithstanding any other provision of this agreement, the Team Leader shall retain supervision of the team at all times and shall make decisions regarding tactical deployment of the team. If the Incident Commander and Team Leader cannot agree upon the deployment of the team, either one may terminate the provision of mutual aid and withdraw or relieve the team.

The senior officer of the responding agency or the Team Leader of an Interagency Team may recall all or part of the personnel or equipment as needed. The senior officer of the responding agency or the Team Leader of an Interagency Team shall withdraw from an incident if so directed by the incident commander.

5. MUTUAL AID - 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.

The responding agencies employees shall be considered employees of the requesting agency for purposes of the Oregon Tort Claims Act, during such times the responding agency's employees are providing mutual aid under this Agreement. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act, the requesting agency agrees to defend and indemnify the responding agency and its employees for any liability claims, actions, suits, or proceedings brought by a third party and arising from the provision of mutual aid under this Agreement.

6. MUTUAL AID - WORKERS COMPENSATION

Each 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. Each agency will maintain worker's compensation coverage or self-insurance coverage on its personnel while they are providing assistance pursuant to this agreement. Each agency agrees not to bring any claim, action, suit, or proceeding against any agency involved in requesting or providing mutual aid to recover the cost of worker's compensation benefits paid to employees, volunteers, or their dependents, even if the injuries were caused wholly or partially by the negligence of any other agency or its officers, employees, or volunteers.

7. MUTUAL AID - FINANCE, COSTS, AND ACCOUNTING

Each responding agency shall pay all wages and benefits due any of its personnel, including overtime pay, workers' 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.

If a requesting agency needs mutual aid for an emergency event, such as a flood, earthquake, or other natural disaster, the requesting agency shall reimburse the responding agency for costs associated with providing the mutual aid, including wages, benefits, and overtime, if the responding agency provides mutual aid for more than twenty-four hours on any incident.

8. MUTUAL ASSISTANCE - LIABILITY

Notwithstanding any other provision of this agreement, providing Mutual Assistance shall not be a basis for one agency imposing liability upon another agency. Each agency shall retain supervision and control of its own officers at all times during the requesting, receiving, or providing of Mutual Assistance. No agency requesting, receiving, or providing Mutual Assistance shall be liable for the acts and omissions of any other agency as a result of requesting, receiving, or providing Mutual Assistance.

9. 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 be reviewed in January of every odd year.

10. ADDITIONAL PARTIES

Any Oregon 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 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.

11. 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 mutual aid from any other participating agency.

12. 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.

13. CAPTIONS

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

14. 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 to the terms and requirements of applicable law and the intent of this agreement.

15. AMENDMENTS

Only a written instrument, executed by all of the parties to it, may amend this agreement.

16. 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 this 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

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF CORNELIUS

By: _____

Printed Name: _____

Title: _____

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: _____

Title: _____

Date: _____

CITY OF HILLSBORO

By: Tom Hughes

Printed Name: Tom Hughes

Title: Mayor

Date: 11/18/03

ATTESTED BY: Gail Waibel
Gail Waibel, City Recorder

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: _____

CITY OF GASTON

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF SHERWOOD

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF HILLSBORO

By: _____

Printed Name: Tom Hughes

Title: Mayor

Date: _____

CITY OF TIGARD

By: [Signature]

Printed Name: William A. Monahan

Title: CITY MANAGER

Date: 3/29/2004

ATTESTED BY: _____

Gail Waibel, City Recorder

CITY OF KING CITY

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF TUALATIN

By: _____

Printed Name: _____

Title: _____

Date: _____

WASHINGTON COUNTY

By: _____

Printed Name: _____

Title: _____

Date: _____