

ORIGINAL

NP2018-13
A-2018-37

**INTERLOCAL COOPERATION AGREEMENT FOR LAW
ENFORCEMENT MUTUAL AID BETWEEN THE PEND OREILLE
COUNTY SHERIFF'S OFFICE AND THE CITY OF NEWPORT POLICE
DEPARTMENT**

This AGREEMENT is entered into by PEND OREILLE COUNTY, a subdivision of the State of Washington and its Sheriff and the CITY OF NEWPORT, a municipal corporation in the State of Washington for the purpose of setting forth their plan for mutual law enforcement aid as provided herein.

RECITALS:

WHEREAS, law enforcement agencies have the responsibility of protecting lives and property within their respective jurisdictions; and,

WHEREAS, effective control during a major incident or law enforcement operation depends upon the immediate use of all available law enforcement resources in order to protect life and property; and

WHEREAS, the aforementioned parties are experiencing increased common problems in the areas adjoining their contiguous borders which require mutual cooperation between in order that persons and property may be protected and the peace maintained; and

WHEREAS, it is necessary and desirable that a cooperative agreement be executed for the purposes of effectuating mutual aid between the parties; and,

WHEREAS, RCW Chapter 10.93, the Washington Mutual Aid Peace Officers Powers Act authorizes the parties to enter into an agreement for mutual aid pursuant to the Interlocal Cooperation Act (Chapter 39.34 RCW),

NOW, THEREFORE, the parties agree as follows:

1. **Definitions:** the following terms shall have the following meanings, unless the context indicates otherwise:
 - (a) "Assisting Agency"- any or all other police agencies contacted for mutual aid, by the primarily responsible agency.
 - (b) "Major Incident"-A large scale breach of the peace, public disturbance or natural disaster.
 - (c) "Mobilization"- To organize or put into readiness for active law enforcement services.
 - (d) "Mutual Aid"- Aid or assistance in which two or more agencies agree to perform in common.
 - (e) An "Officer in Charge" -is that person who is a department head with peace officer jurisdiction, or his/her duly authorized representative, having the primary responsibility for law enforcement within the jurisdiction.
 - (f) "Primary Jurisdiction"-the geographical area of jurisdiction of the primarily responsible agency.

- (g) "Primarily Responsible Agency"-the law enforcement agency within whose local geographical jurisdiction the major incident or law enforcement problem first occurs.
- (h) "Signatory Agency"-Law enforcement agency participating in this mutual aid agreement by virtue of the fact their governing body has authorized and signed this agreement.

2. **Requests for Aid:** In the event of a major incident or other law enforcement operation, the first law enforcement resources to be used shall be those of the primarily responsible agency. In the event that such resources are inadequate to control the situation by the primarily responsible agency, or there is a need for a specialized unit, a request for mutual aid will be made directly to an assisting agency.

Such requests may be made by the officer in charge of the primarily responsible agency; the assisting agency shall respond to its fullest ability without compromising its ability and resources to maintain a reasonable level of service within its own jurisdiction. The decision of the officer in charge of the assisting agency as to what personnel, equipment and vehicles are available for response shall be final.

The officer in charge of the primarily responsible agency shall remain in charge and provide general directions to all assisting agency personnel. At the request of the officer in charge of the primarily responsible agency any assisting agency shall withdraw from the scene of the problem. Further, the assisting agency shall be released by the incident commander as soon as their services are no longer required or when the assisting agency is needed within the area for which it normally provides law enforcement services.

3. **Operational Control - Assistance Incidents:** The primarily responsible agency shall have and exercise general control in directing any assisting agency to locations as required; however, the officer in charge or specialized unit commander of the assisting agency shall be responsible for exercising exclusive control over his/her personnel in response to the general directions of the primarily responsible agency.

A primarily responsible agency will assign, at the earliest convenience, personnel to advise the assisting agency of the situation necessitating the assistance.

Specialized units will maintain their unit integrity and be responsible to their own team commander. The team commander will correlate the specialized unit's actions with the primarily responsible agency's officer in charge, or in his/her absence, senior officer. However, rules and procedures governing the specialized unit will prevail without exception, and the team commander shall retain full authority to assign, deploy and initiate action by the specialized unit; and may withdraw the specialized unit or request that personnel from other agencies avoid or discontinue activities, which, in the team commander's discretion, will compromise or hinder the effectiveness of the specialized unit.

4. The agencies participating in this mutual aid agreement will make all press releases through the primarily responsible agency, or jointly, if agencies have concurrent jurisdiction and have agreed to make joint press releases.

5. The primarily responsible agency shall establish a command post in such a manner as to provide an area suitable for the staging and directing of resources, and will notify all assisting agencies at the earliest possible time of its location.
6. Arrest policies will be determined by mutual agreement of the agencies at the outset of any mutual aid incident.
7. **Reports:** At the conclusion of any incident or law enforcement operation wherein mutual aid assistance was required and given, all participating parties shall make an interchange of all reports arising out of such operation, provided, however, that nothing in this section shall purport to waive, limit or remove the duties of confidentiality imposed or allowed by law as to any such reports or the contents thereof.
8. **Standard of Conduct:** Each peace officer providing mutual aid to the requesting department shall maintain the standards of professional conduct required by the officer's current departmental policies and procedures. It shall be the sole duty and responsibility of the officer's employing department to determine if there has been any breach of professional standards.

At all times there shall be due and usual regard given to the personal safety of the peace officers and the public they are protecting.

9. Transportation to the Pend Oreille County Jail will be coordinated by the supervising officer in charge of the incident.
10. **Costs:** The primarily responsible agency will be responsible for supplying and/or replacing supplies needed and/or used by the officers from the assisting agency. These supplies include but are not limited to equipment, supplies and any other materials reasonably needed to sustain the officers in enforcing the law and maintaining order as determined by the primarily responsible agency. Each agency will be responsible for any repairs and/or damages done to their own vehicles or equipment as a result of participation in mutual aid. Should the request for mutual aid from the primarily responsible agency be for materials or equipment only, then the primarily responsible agency will be responsible for the any repairs and/or replacement of damaged items.
11. Each of the parties hereto shall continue to provide the same salaries, compensation for death or disability, retirement and leave payments, costs of transporting, and other normal fringe benefits to their employees who are assigned to render assistance to the other party in performance of this agreement as those employees would normally receive if on duty within the employing jurisdiction. Each party shall be responsible for the actions of its own employees and shall insure its own employees for false arrest, assault and battery, false imprisonment or detention, malicious prosecution, libel or slander, wrongful entry or eviction or other invasion of rights or private occupancy and/or wrongful death, bodily injury, property damage and comprehensive liability.
12. Each agency shall carry for the duration of this agreement general liability, property damage and workers compensation insurance. It is understood by each of the parties hereto may fulfill these requirements through either self-insurance or the duly authorized insurance pool.
13. Whenever any commissioned officer of a signatory agency, acting pursuant to this agreement, is injured and thus unable to perform his/her duties by reason of engaging in mutual aid, but isn't at

the time acting under the immediate direction of his/her employer, the officer or his/her dependents, shall be accorded by his/her employer the same benefits which he/she or they would have received had that officer been acting under the immediate direction of his/her employer in his/her own jurisdiction.

14. The jurisdictions agree to develop standard operating procedures in regard to their mutual police aid. Agencies recognize that time is critical during an emergency and diligent efforts will be made to respond to a request for resources as rapidly as possible, including any notification(s) that requested resources are not available.
15. It is agreed and understood that Newport City Police will not, as a matter of routine, patrol outside of their jurisdiction;

16. **Indemnification:**

The Pend Oreille County Sheriff's Office and Pend Oreille County agree to indemnify and hold harmless the Newport Police Department and Newport City from any and all liability, loss, damage or claims, of any description, which result from the negligence of the Pend Oreille County Sheriff's Office or Pend Oreille County and their employees, officers and/or agents that the Newport Police Department or Newport City may suffer arising out of or in connection with this Mutual Aid Law Enforcement Agreement.

The Newport Police Department and Newport City agree to indemnify and hold harmless the Pend Oreille County Sheriff's Office and Pend Oreille County from any and all liability, loss, damage or claims, of any description, which result from the negligence of the Newport Police Department or Newport City and their employees, officers and/or agents that Pend Oreille County Sheriff's Office or Pend Oreille County may suffer arising out of or in connection with this Mutual Aid Law Enforcement Agreement.

PROVISIONS REQUIRED UNDER RCW 39.34.030

1. **Duration of Agreement:** This agreement shall commence and take effect on the date the last signature affixed hereto and continue from year to year unless otherwise modified or terminated as provided herein.
2. **Purpose:** The purpose of this agreement is to improve law enforcement within the respective jurisdictions by facilitating mutual aid and assistance and by modifying artificial territorial barriers. See also Recitals.
3. **Financing:** It is not contemplated that the parties will incur a financial obligation as a result of this agreement and no budget is necessary therefore.
4. **Termination:** This agreement may be terminated in whole or in part by either party upon twenty (20) days written notice to the other party. All property acquired by any jurisdiction pursuant to its law enforcement endeavors shall remain the property of that jurisdiction upon full or partial termination of this agreement.
5. **Administration:** This agreement shall be administered jointly by the chief law enforcement officer of the respective jurisdictions.

6. **Property upon Termination:** It is not contemplated that any property, real or personal, will be acquired by any jurisdiction separately or jointly as a result of this agreement. No separate Fund shall be established, and no legal entity is created.
7. **Venue:** This Agreement shall be deemed to be made and construed in accordance with the laws of the State of Washington jurisdiction and venue for any action arising out of this Agreement shall be in Pend Oreille County, Washington.
8. The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.
9. **Extent of Agreement and Modification:** This Agreement constitutes the entire agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. No modifications or amendments of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by both parties.
10. **Agreement to be Filed:** The parties shall be responsible for filing this Interlocal Agreement as provided for in RCW 39.34.040.

IN WITNESS WHEREOF: The parties have executed this Inter-local Agreement:

PEND OREILLE COUNTY



Chair, Board of County Commissioners

Date: July 18, 2018

CITY OF NEWPORT



Mayor

Date: June 18, 2018

PEND OREILLE COUNTY SHERIFF'S OFFICE



Sheriff

Date: 7-9-2018

NEWPORT POLICE DEPARTMENT



Chief of Police

Date: June 18, 2018