

**Mutual**

**Interstate**

**Law Enforcement**

**Assistance**

**Agreement**



Clatsop   Columbia   Cowlitz   Pacific   Wahkiakum



## MUTUAL INTERSTATE LAW ENFORCEMENT ASSISTANCE AGREEMENT

**THIS AGREEMENT** is made between the sheriffs of the counties of Pacific, Wahkiakum and Cowlitz State of Washington, and Clatsop and Columbia State of Oregon.

**NOW, THEREFORE,**

**IT IS MUTUALLY AGREED BY AND BETWEEN THE ABOVE PARTIES THAT:**

1. **Authority:** This agreement is entered into under the authority of ORS 190.110, ORS 190.420, ORS 190.472, RCW chapter 39.34, and RCW 10.93.070-090, authorizing Oregon and Washington police departments to enter into agreements permitting officers of one state's agency to enforce the laws of the other state under such conditions as they may find mutually agreeable.

2. **Term of Agreement:** This Agreement shall be effective between all parties signatory and shall commence in effect with respect to a signing party upon the date of that party's signature. Each party agrees that the covenants herein are mutually binding between all signing parties regardless of whether any particular party signs before, at the same time as, or after any other party. Any party may withdraw from this Agreement by giving written notice to the other parties herein. Such written notice shall be effective thirty (30) days after receipt by the other parties. All parties not withdrawing agree that this Agreement shall continue in full force and effect between all remaining parties.

3. **Agreement Not Limitation:** This Agreement is intended as an expansion, not a limitation, of sheriff's authority to enforce the laws of the States of Washington and Oregon. It is not intended to, and shall not be interpreted to, supersede the powers granted by such statutes as ORS 190.472 et seq. on law enforcement mutual aid, or ORS 133.430 and RCW chapter 10.93 regarding fresh pursuit into neighboring jurisdictions, or the interstate compact on boating enforcement in the Columbia River (RCW chapter 88.01, ORS 830.080). This Agreement is purely supplemental and shall not be read as a limitation on any authority imparted upon the parties by any law, any regulation, or any agreement pursuant to RCW 10.93.070.

4. **Scope of Agreement:**

A. **Investigation:** Authorized commissioned deputies/officers with supervisory approval of any signatory party may engage in investigation within the county of another party after first notifying the office of the other party of their presence.

B. **Emergency Enforcement:** If, while on duty, authorized commissioned deputies/officers of any signatory party become aware of a crime or emergency occurring in the jurisdiction of another party, then at their discretion such deputies/officers may make arrests and take such other enforcement action, such as questioning witnesses or securing premises, as they may in their discretion determine to be necessary or appropriate; PROVIDED that at the first reasonable opportunity to do so, such



deputies/officers contact the office of the other party and inform the other party of the situation, and PROVIDED FURTHER that the deputies/officers immediately submit to the command of an agent of the jurisdiction in which the crime has taken place upon the request of such agent.

- C. **Mutual Assistance:** Any signatory party may request mutual assistance from another party. The request of the party seeking assistance shall be made by the sheriff/chief or senior law enforcement officer on duty in the county/city seeking assistance, and consent must be given by the sheriff/chief or senior law enforcement officer on duty in the county/city from whom aid is requested. Upon such request for, and consent given for, assistance, deputies/officers from the county/city from whom assistance is sought may assist the requesting agency by performing any duty they are requested to perform and exercise such power as a deputy/officer of the requesting agency may exercise in the performance of such duty. The party seeking assistance may cancel its request at any time by communicating such cancellation to the sheriff/chief or senior law enforcement officer on duty in the county/city from which assistance is sought and such cancellation will be effective upon notice to the deputies/officers performing the requested duties.

5. **Report:** After exercising powers within the scope of this Agreement, deputies/officers shall submit reports of their activities to the sheriff's office or police department of the requesting or responsible agency, pursuant to ORS 190.474 and RCW 10.93.030.

6. **Relationship of Parties:** Nothing in this agreement shall be construed so as to create an employment or agency relationship between any signatory parties hereto. Each party is responsible for any injury to or claim made by, its own respective deputies/officers, employees and agents. Any action taken pursuant to this Agreement shall be taken at the sole expense of the party taking such action and no right of reimbursement shall exist between parties, except as provided in Section 9 below. Any terms of employment between the responding agency and its employee(s) shall be determined by the law of the state of the responding agency pursuant to this Agreement.

7. **Workers' Compensation:** Each entity shall be responsible for injuries or death of its own personnel. Each entity will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this agreement. Each entity waives the right to sue any other entity for any workers' compensation benefits paid to its own employee or volunteer or their dependants, even if the injuries were caused wholly or partially by the negligence of any other entity or its officers, employees, or volunteers.

8. **Expenses:** Expenses incurred in response to a call for mutual aid shall be determined as follows:

- a. Expenses formally budgeted and approved by the responding agency, including salaries, benefits, overtime and routine capital costs and expenses will be borne by the responding agency
- b. All other expenses shall be borne by the requesting agency.



9. **Liability:** For the purposes of tort liability to third parties, the officers, employees and volunteers of the Responding Entity are deemed to be agents of the Requesting or Receiving Entity. The Requesting/Receiving Entity agrees to defend and indemnify the Responding Entity against any claims brought or actions filed against the Responding Entity or any officer, employee, or volunteer of the Responding Entity for injury to, death of, or damage to the property of any third person or persons, arising from the performance and provision of assistance in responding pursuant to this agreement.

10. **Assignment:** The rights and obligations created under this Agreement may not be assigned or transferred, in whole or in part, by either party.

11. **No Third Party Beneficiary:** This Agreement is not intended to create any rights, benefits, or obligations for or in any third party.

12. **Filing:** The parties represent that this Agreement will be filed and/or recorded pursuant to the law of the parties' respective states.

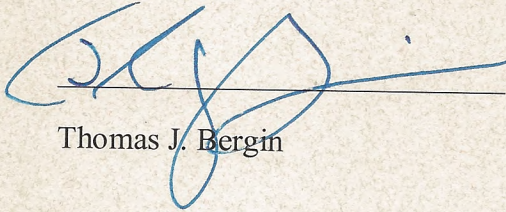


**MUTUAL INTERSTATE LAW ENFORCEMENT ASSISTANCE AGREEMENT**

**SIGNATORY PAGE**

**CLATSOP COUNTY**

**CLATSOP COUNTY SHERIFF**

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Thomas J. Bergin

05-18-11

Date

**CLATSOP COUNTY COUNSEL**

\_\_\_\_\_  
Heather Reynolds

\_\_\_\_\_  
Date

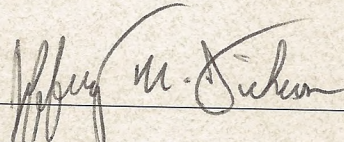


**MUTUAL INTERSTATE LAW ENFORCEMENT ASSISTANCE AGREEMENT**

**SIGNATORY PAGE**

**COLUMBIA COUNTY**

**COLUMBIA COUNTY SHERIFF**

  
\_\_\_\_\_  
Jeff Dickerson

5-18-11  
\_\_\_\_\_  
Date

**COLUMBIA COUNTY COUNSEL**

\_\_\_\_\_  
Sarah Hanson

\_\_\_\_\_  
Date

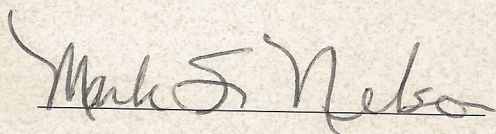


MUTUAL INTERSTATE LAW ENFORCEMENT ASSISTANCE AGREEMENT

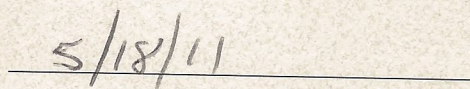
SIGNATORY PAGE

COWLITZ COUNTY

COWLITZ COUNTY SHERIFF

A handwritten signature in dark ink, appearing to read "Mark S. Nelson", is written over a horizontal line.

Mark S. Nelson

A handwritten date "5/18/11" is written in dark ink over a horizontal line.

Date

COWLITZ COUNTY COUNSEL

A horizontal line for a signature.

Susan I. Baur

A horizontal line for a signature.

Date

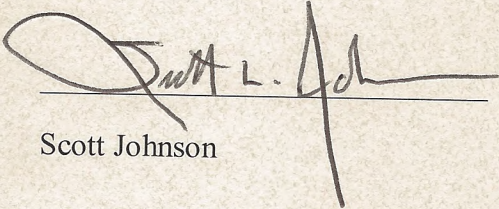


**MUTUAL INTERSTATE LAW ENFORCEMENT ASSISTANCE AGREEMENT**

**SIGNATORY PAGE**

**PACIFIC COUNTY**

**PACIFIC COUNTY SHERIFF**



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Scott Johnson

5-18-11

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Date

**PACIFIC COUNTY COUNSEL**

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David Burke

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Date

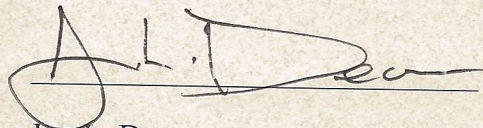


**MUTUAL INTERSTATE LAW ENFORCEMENT ASSISTANCE AGREEMENT**

**SIGNATORY PAGE**

**WAHKIAKUM COUNTY**

**WAHKIAKUM COUNTY SHERIFF**

  
Jon L. Dearmore

5-18-2011  
Date

**WAHKIAKUM COUNTY COUNSEL**

\_\_\_\_\_  
Daniel H. Bigelow

\_\_\_\_\_  
Date