

**INTERSTATE AGREEMENT FOR LAW ENFORCEMENT SERVICES  
BETWEEN THE  
WALLA WALLA COUNTY SHERIFF'S OFFICE, UMATILLA COUNTY  
SHERIFF'S OFFICE, WALLA WALLA POLICE DEPARTMENT, COLLEGE  
PLACE POLICE DEPARTMENT AND THE MILTON-FREEWATER POLICE  
DEPARTMENT**

WHEREAS, the Sheriff's Offices of Walla Walla County, Washington and Umatilla County, Oregon; the Police Departments of the Cities of Walla Walla, Washington, College Place, Washington, and Milton-Freewater, Oregon; the Prosecuting Attorney's Office for Walla Walla County, Washington; and the District Attorney's Office for Umatilla County, Oregon have agreed to work in cooperation in the investigation and prosecution of criminal offenses in their respective jurisdiction; and

WHEREAS, the aforementioned parties of the State of Washington and the State of Oregon desire to enter into this mutual aid agreement with respect to law enforcement as authorized by RCW Chapter 39.34, RCW Section 10.93.130, and by ORS § 190.110 and ORS § 190.472; and

WHEREAS, the aforementioned parties of the State of Washington and the State of Oregon are experiencing increased common problems in areas adjoining their contiguous borders which require mutual cooperation between said parties; and

WHEREAS, it is desirable that each of the parties hereto should voluntarily assist each other in the event of disasters or emergencies by the interchange of law enforcement services and facilities, to cope with the problems caused by the emergency protection of life and liberty; and

WHEREAS, it is necessary and desirable that a cooperative agreement be executed for the interchange of such mutual aid on an interstate basis;

NOW, THEREFORE, the parties hereto in consideration of the matters and things hereinabove set forth, hereby agree as follows:

**Section 1. Definitions**

(a) "Party" means each of the governmental entities named in the preamble hereinabove or such entities acting by their respective law enforcement agencies if the context so requires.

(b) "Requesting Party" means the law enforcement agency in need of or requesting assistance.

(c) "Assisting Party" means the law enforcement agency responding across the state line to a request or need for assistance.

(d) "Chief Law Enforcement Officer" means that person who is a department or agency head with peace officer jurisdiction, or his duly authorized representative having the primary responsibility for law enforcement within the jurisdiction or territory, whether designated by appoint or election. For purposes of this agreement, it is understood that the Chief Law Enforcement Officer of the Walla Walla County and Umatilla Sheriff's Offices is the Sheriff, the Chief Law Enforcement Officer for the Cities of Walla Walla, College Place, and Milton-Freewater are the Chiefs of Police.

(e) "Officer in Command" means any sworn peace officers designated within the aforementioned agencies that have "command status", usually a rank of lieutenant or above or similar designations such as "commander", "captain", or "chief".

## Section 2. Purpose

The purpose of this agreement is to obtain maximum efficiency in cooperative law enforcement operations through mutual aid and assistance for the area consisting of the boundaries of Walla Walla County, Washington and Umatilla County, Oregon.

## Section 3. Consent to Extension of Peace Officer Authority

The Sheriff of Walla Walla County, Washington, the Sheriff of Umatilla County, Oregon, the Police Chiefs of Walla Walla, Washington, College Place, Washington and Milton-Freewater, Oregon hereby consent that authority as a peace officer of the officers of their respective agencies is extended into the jurisdiction or territory of the other agency either (a) when required by the Sheriff's of Walla Walla County, Washington, Umatilla County, Oregon, or the Police Chiefs of Walla Walla, College Place, Washington or Milton-Freewater, Oregon; or (b) upon the recognition by any such officers of a situation or circumstance within the jurisdiction or territory of the other agency, which requires immediate law enforcement action or other emergency action. The officer of either agency that is performing such voluntary assistance shall notify the other agency within whose territory or jurisdiction the voluntary assistance is being rendered, who will thereupon assume the general control authorized in Section 5 of this agreement.

In all instances of assistance, whether requested or voluntary, either agency may render any such assistance as it can give consistent within its own law enforcement needs at the time. In all instances of assistance, whether requested or voluntary, either agency may at any time, at its discretion, withdraw such assistance.

All assistance rendered under the authority of this section shall be limited to that area within the corporate limits and boundaries of Walla Walla County, Washington and Umatilla County, Oregon.

## Section 4. Request Procedure

Requests for mutual aid shall be made through presently established communications systems. Responses to requests for law enforcement mutual aid outlined in this agreement shall be limited to those areas specified above.

Emergency requests for one patrol unit for incidents of anticipated short duration may be made to any supervisory officer of either agency.

Emergency requests requiring more than one patrol unit, for instances of anticipated short duration, shall be directed to the senior ranking officer on duty with either agency.

Requests for assistance involving major occurrences which may require a large number of officers, resources, or a considerable expenditure of time, shall be made to an officer of command status of either agency.

## Section 5. Control in Request-Assistance Operations

The Requesting Party shall have and exercise general control in directing any officer(s) of the Assisting Agency to locations as required under this agreement; however, the officer in command for the assisting party shall be responsible for exercising exclusive control over his forces in response to the general directions of the Requesting Party. The Requesting Party will assign, at the earliest convenience, personnel to advise responding officers of statutory, administrative and procedural requirements within the jurisdiction of the occurrence.

Officers of the Requesting Party will be primarily responsible for making and processing arrests and the impounding or safeguarding of lives or property within the territorial

boundaries of their state. When an assisting officer from the Assisting Agency, while in the requesting state, takes a person or property into custody, he shall relinquish custody of said person or property at the earliest convenience to an officer of the Requesting Party for disposition in accordance with the laws of the requesting party's state.

Officers of the Assisting Party, who are subpoenaed to court, or other administrative hearings or boards, as a direct or indirect result of providing assistance, shall honor all subpoenas by the Requesting Party. Transportation, meals and lodging costs associated with court or administrative hearings or boards, shall be paid by the Requesting Party.

#### Section 6. Responsibilities for Damages

Any liability or claim of liability which arises out of the exercise or alleged exercise of authority by an officer acting within the course and scope of the officer's duties as a peace officer under this agreement is the responsibility of the primary commissioning party unless the officer acts under the direction and control of another party to this agreement. Each party will cooperate reasonably and in good faith in the investigation and defense of all tort claims. Nothing in this agreement shall be construed as a waiver or relinquishment by any party of any defense, immunity or privilege that otherwise may be available under the laws of their respective states.

#### Section 7. Provision of Equipment

In rendering mutual law enforcement assistance, each party shall be responsible for the provision and maintenance of its own equipment, materials and supplies, except in cases of emergency herein where it appears to the officers or employees immediately involved that the sharing or use of equipment, owned or furnished by another party or parties, is necessary or proper.

#### Section 8. Reports

After occurrences wherein mutual law enforcement 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.

#### Section 9. Manner of Financing

Each party hereto shall, within its lawful method of financing, establish and provide for payment of the costs and expenses of performance of its obligations undertaken pursuant to this agreement.

#### Section 10: Accountancy Act

The parties recognize that the law enforcement services provided herein are mutually beneficial to all parties. The mutual police aid provided herein shall be without reimbursement unless expressly agreed to by the Chief Law Enforcement Officer of the jurisdiction requesting and Chief Law Enforcement Officer of the jurisdiction providing such aid. Where possible, reimbursement should be in-kind.

#### Section 11. Duration

This agreement shall automatically renew from year to year unless modified or terminated as set forth herein.

#### Section 12. Voluntary Termination; Disposition of Property Thereupon

This agreement may be voluntarily terminated in whole or in part as to any party hereto on notice by the party given in writing to the other party hereto not less than 30 days in advance of the contemplated termination.

Upon such termination, all property not owned by a terminating party, which is in its custody or possession, shall be forthwith returned to the party owning the same or to whom possession shall be given.

#### Section 13. Joint Law Enforcement Operations Included

Any joint law enforcement operations, present or future, in which the facilities, equipment or personnel of any of the parties to this agreement are utilized, shall be deemed within the purview of this agreement and shall be subject to all the Provisions hereof, unless otherwise provided by a specific agreement among the parties hereto.

#### Section 14. Miscellaneous

(a) Nothing in this agreement shall be construed as either limiting or extending the lawful jurisdiction of any party hereto other than as expressly set forth herein.

(b) Appropriate officials of the parties may promulgate such written operational procedures in implementation of this agreement as to them appear desirable.


(c) This agreement shall be effective upon the execution of one original by the parties hereto, and upon one signed copy being deposited with the keeper of records of each of the parties hereto.

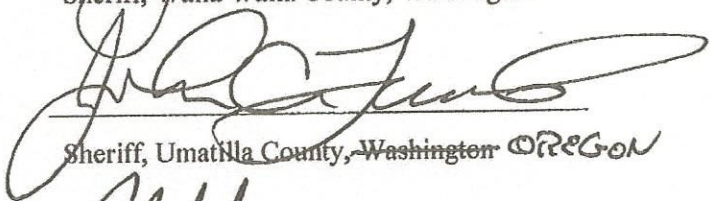
(d) All law enforcement powers, all of the privileges and immunities from liability, exceptions from law, ordinances and rules, all pension, relief disability, workmen's compensation, and other benefits which apply to the activity of officers, agents or employees when performing their respective functions within the territorial limits of their respective political subdivisions, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this agreement.

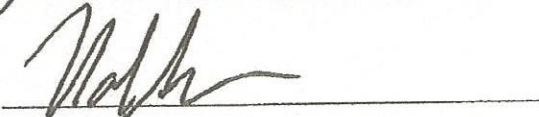
(e) No Third Party Beneficiary: The parties do not intend by this Agreement to assume any contractual obligations to anyone other than each other. This Agreement is not entered into with the intent that it shall benefit any other entity or person(s) except those expressly described herein, and no other such entity or person(s) shall be entitled to be treated as a third party beneficiary to the agreement.

IN WITNESS WHEREOF, the Sheriff of Walla Walla County, Washington, the Sheriff of Umatilla County, Oregon, the Chief's of Police of Walla Walla and College Place, Washington, and the Chief of Police of Milton-Freewater, Oregon, hereto have severally given their respective consents and the parties hereto have executed this agreement by and through their respective consents and the parties hereto have executed this agreement by and through their respective officers duly authorized.

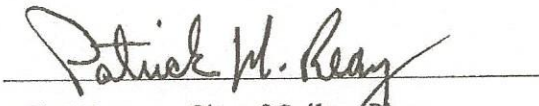
DATED this 5<sup>TH</sup> day of AUGUST, 2011.

  
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Sheriff, Walla Walla County, Washington

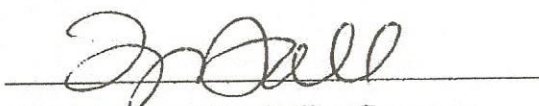
  
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Sheriff, Umatilla County, Washington OREGON

  
\_\_\_\_\_  
City Manager, City of Walla Walla,  
Washington

  
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Chief of Police, Walla Walla, Washington

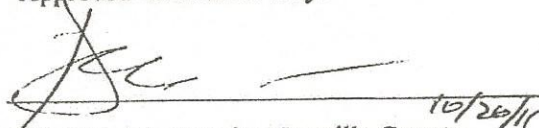
  
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City Manager, City of College Place,  
Washington

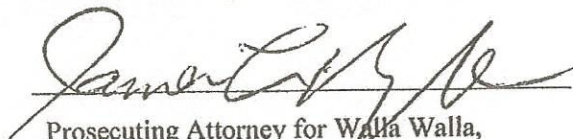
  
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Chief of Police, College Place, Washington

  
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City Manager, City of Milton-Freewater,  
Oregon

  
\_\_\_\_\_  
Chief of Police, Milton-Freewater, Oregon

Approved as to form only:

  
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District Attorney for Umatilla County 10/20/11

  
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Prosecuting Attorney for Walla Walla,  
County, Washington