

RESOLUTION NO. 47-1995
MILWAUKIE, OREGON

A RESOLUTION OF THE CITY OF MILWAUKIE, OREGON ADOPTING THE MUTUAL
AID LAW ENFORCEMENT AGREEMENT.

WHEREAS, the City Council finds that securing the benefits of mutual aid in critical law enforcement incidents is of benefit to the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILWAUKIE THAT:

Section 1: It is in the best interest of its citizens that the City of Milwaukie participate in the Mutual Aid Law Enforcement Agreement, as described in Exhibit "A", attached hereto and incorporated herein by this reference.

Section 2: The Chief of Police of the City of Milwaukie is hereby authorized and directed to execute the Mutual Aid Law Enforcement Agreement on behalf of the City of Milwaukie.


Introduced and adopted by the City Council of the City of Milwaukie, Oregon on 10/17, 1995.



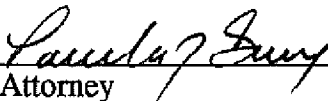
Craig Lomnicki, Mayor

ATTEST:

APPROVED AS TO FORM



Pat DuVal, City Recorder



City Attorney

pjh\acm\65021\mutual.ce1(10\5\95)

MUTUAL AID LAW ENFORCEMENT AGREEMENT

This Agreement is entered into this 8th day of September, 1995, among and between the undersigned parties for the purpose of securing to each the benefits of mutual aid in critical law enforcement incidents.

WHEREAS, ORS 190.010 provides that a unit of local government may enter into a written agreement with any other unit of local government for the performance of any or all functions and activities that a party to the agreement has the authority to perform and;

WHEREAS, Oregon law permits Washington police officers to render aid at the request of an Oregon police officer, without necessity of an Oregon police commission and;

WHEREAS, the Washington Mutual Aid Peace Officers Powers Act, Chapter 10.93 R.C.W., was enacted by the Washington legislature to provide for mutual aid and cooperative enforcement with the laws among local, state and federal agencies and;

WHEREAS, R.C.W. 10.93.090 provides that a specially commissioned Washington Peace Officer as defined therein may exercise authority which the special commission vests in the officer pursuant to a Mutual Law Enforcement Assistance Agreement and;

WHEREAS, the Law Enforcement Agencies participating in this agreement desire to take full advantage of the provisions cited herein.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Definitions

- a) A major incident is defined as a crime of notoriety, homicide, aggravated murder, or any disaster or event causing or having potential to cause injury, death, or substantial property damage.
- b) Authorized representative: Ranking on duty supervisor empowered by his/her Sheriff, Chief of Police, Superintendent, or Special Agent in Charge to respond to this intergovernmental agreement.
- c) Personnel may be in the form of uniformed, investigative, or support service personnel.
- d) Technology is equipment and supplies used in the location, identification and preservation of physical evidence.
- e) Technical expertise is the knowledge, skills and abilities possessed by an individual in investigative techniques and technology use.

2. Purpose of this Agreement

For purposes of making a request for assistance, a Sheriff, Chief, Superintendent, or Special Agent in Charge, or their representative is empowered

to request assistance without advance notice from another or all other Units of Government participating in the Agreement when it reasonably appears that additional personnel, technology and/or technical expertise is needed to respond to a major incident, natural disaster or extreme civil disorder occurring within the jurisdiction requesting assistance.

3. Requests for Aid

Such requests may be made by the Sheriff, Chief, Superintendent or Special Agent in Charge, or authorized representative to the Sheriff or Chief or authorized representative of the responding unit of local government; the latter shall respond to its fullest ability to do so without compromising its ability and resources to maintain a reasonable level of service within its own jurisdiction. The decision of the Sheriff, Chief, Superintendent, or Special Agent in Charge, or Authorized Representative of the agency from whom aid is requested as to what personnel, equipment and vehicles are available for response shall be final.

4. Recall

The Sheriff, Chief, Superintendent or Special Agent in Charge, or their designee legally responsible for police protection at the scene of the incident shall remain in charge and provide general directions to all aiding agency personnel. At the request of the officer in charge of the responsible agency any aiding agency shall withdraw from the scene of the problem. Further, the responding agency shall be released by the incident commander as soon as their services are no longer required or when the responding agency is needed within the area for which it normally provides law enforcement services.

5. Control Over Officers

The Sheriff, Chief, Superintendent, or Special Agent in Charge, or designated officer in charge for the agency requesting assistance shall be the "Coordinator", where the services of the responding agencies are required on a dispersed or several location basis. He/she shall have the authority to assign responding agency personnel to locations within or without his/her jurisdiction, save that as to responding personnel dispatched to locations outside of his/her jurisdiction, he/she shall forthwith give notice of such dispatch to the senior officer in the jurisdiction to which said personnel are dispatched, and said senior officer shall forthwith be deemed the officer responsible for personnel serving in his/her jurisdiction, and, under the Coordinator, shall provide direction to such responding personnel so that the desired effect may result. Units such as "Special Weapons and Tactics", "Hostage Negotiations", "Hazardous Devices", and other specialized teams, when requested will maintain their unit integrity and will be responsible to an "Incident Commander" from their agency. The Incident Commander will correlate his/her units actions with the Coordinator to achieve the desired results, but shall retain full authority to assign, deploy, and initiate action by his/her unit; and may withdraw his/her unit or request that personnel from other agencies avoid or discontinue activities which, in his/her discretion will compromise or hinder the effective performance of his/her unit.

6. Costs

Each of the parties hereto shall continue to provide the same salaries, compensation for death or disability, retirement and leave payments, cost of transportation, 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 receive if on duty within the boundaries of the party by which he/she is employed. Costs of equipment, supplies, and materials used or expended, and reasonable subsistence expenses incurred while rendering assistance under this agreement will be borne by the party requesting such assistance and authorizing the use of said equipment, supplies, materials, and the incurrence of reasonable subsistence expenses.

7. Indemnification Waivers

All the immunities from liability and exemptions from laws, ordinances and regulations which law enforcement officers employed by any party have in their own jurisdictions shall be effective in the jurisdiction in which they are giving assistance unless otherwise prohibited by law. It is understood that this agreement for mutual aid shall constitute the sole consideration for all requested assistance and no party shall be obligated to reimburse any other for use of personnel or equipment, subject to the further understanding that the requesting agency shall retain responsibility for all extraordinary equipment, materials, supplies and reasonable subsistence expenses associated with the major incident response (cf. paragraph 6 above). During the course of rendering aid the use of personnel or equipment of each party shall be at the risk of that party. Each party hereto shall protect its own employees performing under this agreement by adequate workers compensation insurance or self insurance. Each party hereto shall obtain and maintain in full force and effect adequate public liability and property damage insurance or self insurance to cover claims for injury to persons or damage to property arising from the performance of this agreement. Each jurisdiction shall be responsible for the acts of its own employees.

8. Termination

This Agreement shall commence and take effect on _____ and continue from year to year thereafter. This agreement may be modified at any time by mutual consent of the parties hereto. Any participating agency to this Agreement may withdraw upon the giving of thirty (30) days written notice to the other participating agencies.

CITY OF PORTLAND

MULTNOMAH COUNTY

By _____
Chief of Police

By _____
Sheriff

CITY OF GRESHAM

By _____
Chief of Police

WASHINGTON COUNTY

By _____
Sheriff

CLARK COUNTY

By _____
Sheriff

COLUMBIA COUNTY

By _____
Sheriff

CLACKAMAS COUNTY

By _____
Sheriff

CITY OF VANCOUVER

By _____
Chief of Police

CITY OF MILWAUKIE

By _____
Chief of Police

CITY OF TIGARD

By _____
Chief of Police

PORT OF PORTLAND

By _____
Chief of Police

CITY OF BEAVERTON

By _____
Chief of Police

CITY OF HILLSBORO

By _____
Chief of Police

CITY OF LAKE OSWEGO

By _____
Chief of Police

FEDERAL BUREAU OF INVESTIGATION

By _____
Special Agent in Charge

OREGON STATE POLICE

By _____
Superintendent

WASHINGTON STATE PATROL

By _____
Chief