

MUTUAL AID LAW ENFORCEMENT AGREEMENT

WHEREAS, The City of Newport, Washington, and Bonner County, Idaho desire to enter into this mutual aid, extra jurisdictional agreement with respect to law enforcement; and

WHEREAS, Idaho Code Section 67-2337 through 67-2339, and Section 18-711 provides in part that cities or political subdivisions may enter into mutual assistance compacts with other cities or political subdivisions of this state or of states immediately adjacent and state agencies may provide mutual aid, including personnel, equipment, detention facilities, including the State Penitentiary and other available resources, to assist cities or political subdivisions in accordance with mutual aid agreements; and

WHEREAS, the Washington Mutual Aid Peace Officers Powers Act, Chapter 10.93 RCW, 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, RCW 10.93.090 provides that Washington Peace Officers may exercise their authority pursuant to a Mutual Law Enforcement Assistance Agreement; and

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

WHEREAS, the parties acknowledge that the communities over which the parties exercise law enforcement authority have become integrated, and this integrated community is hindered by the Washington/Idaho state boundary dividing the law enforcement jurisdictions; and the parties desire to take full advantage of the provisions cited herein; and

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

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WHEREAS, it is agreed and understood that none of the parties will, as a matter of routine, patrol outside of their respective jurisdictions;

NOW THEREFORE, the purpose of this agreement is to secure timely law enforcement assistance for the parties, across the Idaho/Washington jurisdictional boundary.

THE PARTIES AGREE AS FOLLOWS:

I. Definitions:

- (a) A Law Enforcement Duty is defined as those obligations of performance, care or observance which rests upon official law enforcement personnel.
- (b) A Project site is the physical location of a law enforcement duty.
- (c) 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.
- (d) A Senior Officer is the highest ranking officer in a jurisdiction to which the officer in charge is dispatching responding units.
- (e) A Team Commander is the individual in charge of a specialized unit.
- (f) Personnel may be in the form of uniformed, investigative or support service personnel.
- (g) A Requesting Department is the law enforcement agency in need of assistance.
- (h) A Responding Department is the law enforcement agency providing assistance.
- (i) A Specialized Unit is a team of law enforcement personnel expressly trained in specific law enforcement tactics over and above regular police training. The following list is representative, but not exhaustive, of the Specialized Units contemplated by the parties: Specialized Weapons and Tactics, Hostage Negotiations, Hazardous Devices and any or all other similar teams.

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2. Requests For Aid

Such requests may be made by the officer in charge of the requesting department; the responding department shall respond to it's fullest ability without compromising it's ability and resources to maintain a reasonable level of service within it's own jurisdiction. The decision of the officer in charge of the responding department as to what personnel, equipment and vehicles are available for response shall be final.

3. Recall

The officer in charge of the requesting department 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.

4. Control In Request-Assistance Incidents

A requesting department shall have and exercise general control in directing any responding department to locations as required; however, the officer in charge or specialized unit commander of the responding department shall be responsible for exercising exclusive control over his personnel in response to the general directions of the requesting department.

A requesting department will assign, at the earliest convenience, personnel to advise the responding department of the situation necessitating the assistance and critical statutory, administrative and procedural requirements within the jurisdiction of the occurrence.

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 requesting department'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.

Officers of the requesting department will be primarily responsible for making and processing arrests and the impounding or safeguarding of property or lives within the territorial boundaries of their state. When an assisting officer, 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 department for disposition in accordance with the laws of the requesting state.

Officers of the assisting department who are subpoenaed to court as a direct or indirect result of providing assistance, shall honor all subpoenas by the requesting department.

5. Costs

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. 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 use of said equipment,

supplies, materials, and the incurrence of reasonable subsistence expense. In cases where senior officers of other jurisdictions receive aid without the official requesting department, the jurisdiction receiving such aid will bear the costs of equipment, supplies and materials used or expended and reasonable subsistence expenses incurred while receiving assistance under this agreement, and authorizing the use of said equipment, supplies, materials and the incurrence of reasonable subsistence expenses.

6. Reports

After occurrences 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.

7. 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.

8. Procedures

Custody procedures after arrest shall be governed by the arresting officer's current departmental policies.

9. Indemnification Waivers

All of the immunities from liability and exceptions from laws, ordinances and regulations which law enforcement officers employed by any party have in their own jurisdiction 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 the use of personnel or equipment, subject to the further understanding that the requesting department shall retain responsibility for all extraordinary equipment, material, supplies and reasonable subsistence expenses associated with the major incident response (paragraph 5 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 of 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.

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

The Bonner County Sheriff's Office and Bonner County agree to indemnify and hold harmless the City of Newport from any

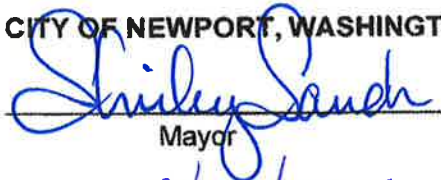
and all liability, loss, damage or claims, of any description, which result from the negligence of the Bonner County Sheriff's Office or Bonner County and their employees, officers and/or agents that the City of Newport may suffer arising out of or in connection with this Mutual Aid Law Enforcement Agreement.

10. Duration

This agreement shall commence and take effect upon signing of all parties and shall continue from year to year thereafter.

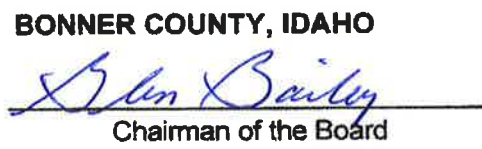
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CITY OF NEWPORT, WASHINGTON

  
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Mayor

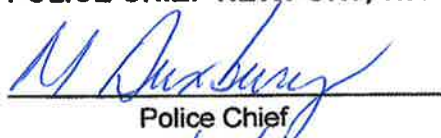
Date: 7/02/2018

BONNER COUNTY, IDAHO

  
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Chairman of the Board

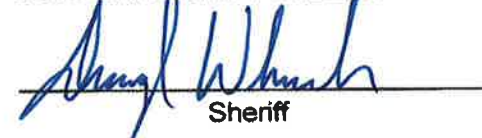
Date: 24 July 2018

POLICE CHIEF NEWPORT, WA

  
\_\_\_\_\_  
Police Chief

Date: 7/2/18

BONNER COUNTY SHERIFF'S OFFICE

  
\_\_\_\_\_  
Sheriff

Date: 7-24-18