



MASTER INTERLOCAL MUTUAL
LAW ENFORCEMENT ASSISTANCE AGREEMENT

THIS MASTER MUTUAL LAW ENFORCEMENT ASSISTANCE AGREEMENT ("MASTER AGREEMENT") is entered into by and between the undersigned parties for the purpose of securing to each the benefits of mutual law enforcement assistance within their respective territorial jurisdictions, to express the consent of each party to the enforcement within their territorial jurisdiction by other parties of applicable traffic and criminal laws, and, in certain cases, to designate certain personnel of other parties who are assigned to special law enforcement units as special deputies.

WHEREAS, Oregon Revised Statutes (ORS) Chapter 190 and ORS 190.110 provide 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, ORS 190.420 provides that any power or powers, privilege or authority exercised or capable of exercise by an Oregon public agency may be exercised and enjoyed jointly with any public agency in another state to the extent that the laws of the other state permit such exercise or enjoyment;

WHEREAS, ORS 190.472 provides that certain Washington police officers may exercise any authority that the officer's commission vests in the officer throughout the territorial boundaries of Oregon if the officer is acting pursuant to a mutual law enforcement assistance agreement between law enforcement agencies of the respective states;

WHEREAS, Revised Code of Washington (RCW) Chapter 39.34 and RCW 39.34.030 provide that any power or powers, privilege or authority exercised or capable of exercise by a Washington public agency may, by agreement, be exercised and enjoyed jointly with any other public agency in any other state to the extent that the laws of such state permit such joint exercise or enjoyment;

WHEREAS, RCW 10.93.130 provides that Washington law enforcement agencies may, pursuant to the provisions of RCW Chapter 39.34, contract with any law enforcement agency of Oregon or its political subdivisions to provide mutual law enforcement assistance;

WHEREAS, RCW 10.93.070(2) provides, inter alia, that a general authority Washington peace officer may enforce traffic and criminal laws throughout the territorial bounds of Washington upon the prior written consent of the sheriff or chief of police in whose primary territorial jurisdiction the exercise of the powers occurs; and

WHEREAS, RCW 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

*General Mutual
And Agreements*

WHEREAS, the parties to this Agreement desire to take full advantage of the provisions cited herein,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Definitions.

- a) Administrative and Support Units mean those units comprised of personnel assigned to administrative, fiscal, logistical or personnel support, as opposed to investigative or enforcement activities, including but not necessarily limited to fleet management, internal affairs, records management, and the like.
- b) Authorized representative means the ranking on-duty supervisor empowered by his/her chief law enforcement officer to act under this intergovernmental agreement.
- c) Chief law enforcement officer includes the sheriff or director of public safety of a county, the chief of police of a city or town, and chief officers of any other law enforcement agency which is a party to this agreement.
- d) Emergency Assistance means mutual aid provided by the parties in a major incident under the statutory authority of the parties but without a preexisting mutual aid agreement between the affected parties.
- e) Employing agency means the law enforcement agency under whose employment an officer is authorized to act and includes the "primary commissioning agency" as that phrase is defined in RCW 10.93.020(8) and "commissioning agency" as that term is defined in ORS 190.476(4), as now enacted or hereafter amended.
- f) Law Enforcement Agency means any "law enforcement unit" as defined in ORS 181.610(13) and any "general authority Washington law enforcement agency" as defined in RCW 10.93.020(1), as now enacted or hereafter amended.
- g) Major incident means any crime or crimes, a natural disaster, extreme civil disorder, or similar event causing or having potential to cause injury, death, or substantial property damage.
- h) Non-Emergency Assistance means mutual aid provided by the parties in any circumstance, including a major incident, that is governed by a preexisting mutual aid agreement between the affected parties.
- i) Personnel means uniformed, investigative, or support service personnel of any law enforcement agency which is a party to this agreement.

- j) Police Officer, Peace Officer, General Authority Washington Peace Officer, or Specially Commissioned Washington Peace Officer means a full-time, fully compensated police officer commissioned by the States of Oregon or Washington or any full-time, fully compensated police officer commissioned by a public agency or unit of local government of the States of Oregon or Washington to enforce the criminal laws of Oregon or Washington and includes the definitions contained or employed in ORS 181.610, ORS 190.472, RCW 10.93.020(3), and RCW 10.93.020(5), as now enacted or hereafter amended.
- k) Primary Geographic or Territorial Jurisdiction, in the case of counties, means the unincorporated areas of the county, and, in all other cases, means the territorial boundaries of the city, town or other public agency or unit of local government in which a law enforcement agency is authorized to act. Such jurisdiction includes the definition contained in RCW 10.93.020(7), as now enacted or hereafter amended.
- l) Public agency means those entities defined in ORS 190.410 and RCW 39.34.020, as now enacted or hereafter amended.
- m) Special law enforcement unit means specialized investigative or enforcement units, and includes: detective units or divisions; explosives and ordnance disposal units, hazardous devices or bomb squads; drug or drug and vice divisions or units, including multi-agency task forces; gang or gang enforcement units, including multi-agency task forces; hostage negotiation teams, special weapons and tactics teams or units; canine units; traffic accident investigation units, and marine patrol units.
- n) Technology means equipment and supplies used in the location, identification and preservation of physical evidence.
- o) Technical expertise means the knowledge, skills and abilities possessed by personnel in investigative techniques and technology use.
- p) Unit of local government means those public agencies defined in RCW 39.34.020 and ORS 190.003 and as employed in RCW Chapter 39.34 and in ORS 190.003 to 190.125, as now enacted or hereafter amended.

2. **Purpose and Function.** The purpose of this agreement is: (1) To provide for combined use of personnel during major incidents; (2) To permit the personnel of each party to engage in administrative and investigative activity within the primary or geographic territory of other parties; (3) To commission or specially commission personnel in each party's specialized law enforcement units to enforce applicable traffic and criminal laws within the primary or geographic territory of other parties; and (4) To encourage subsequent mutual law

enforcement assistance agreements calling for specific combined operations whenever tactically and fiscally practical and efficient.

- a) **Major Incidents.** In the event of a major incident, a chief law enforcement officer, or his or her authorized representative, is empowered to request assistance without advance notice from another or all other units of government and law enforcement agencies participating in this Agreement when it reasonably appears that additional personnel, technology and/or technical expertise is needed to respond to a major incident occurring within the jurisdiction requesting assistance.
- (i) Requests for Aid. Such requests may be made by the chief law enforcement officer, or his or her authorized representative to the chief law enforcement officer, or authorized representative, of the responding unit of local government and law enforcement agency. 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 chief law enforcement officer, 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.
- (ii) Recall. The assigned incident commander or incident coordinator, at his or her discretion, shall have authority to deploy aiding agency personnel, other than those deployed in special law enforcement units, in any manner deemed necessary under the circumstances. At the request of the incident commander or incident coordinator, any aiding agency shall withdraw from the scene of a major incident. 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.
- (iii) Expenses. Expenses incurred in the provision of emergency assistance in major incidents shall be allocated in accordance with this subparagraph.
- (a) *Extraordinary expense*, as that phrase is employed in paragraph 9, below, means any expense not formally budgeted or approved and excludes salaries, benefits and overtime and routine capital costs and expenses.
- (b) *Subsistence Expense* means the reasonable cost of meals and lodging, if not provided in kind.

- (c) *Expenses.* Routine expenses, including cost of equipment, supplies, and materials used or expended, and reasonable subsistence expenses incurred in the provision of emergency assistance during major incidents shall be borne by each party. In the case of a major incident, extraordinary costs, including reasonable subsistence expenses, shall be borne by the agency requesting assistance. At the conclusion of a major incident, any property, equipment, or improvements used in the provision of emergency assistance shall become the sole property of the party that provided the property, equipment, or improvements.
- (d) Expenses incurred in connection with non-emergency assistance provided through subsequent mutual aid agreements or amended agreements shall be governed by the provisions for Financial Administration set forth in paragraph 6, above.
- b) **Investigative Activities.** In addition to assistance provided in major incidents, the personnel of any party may, without restriction or limitation, engage in investigative activity within the primary territorial or geographic jurisdiction of any other party, PROVIDED, that such personnel provide notice of their presence to the party with primary territorial or geographic jurisdiction by contact with its authorized representative either in person or by telephone.
- c) **Exercise of Authority by Consent.** Parties comprising Washington law enforcement agencies, in accordance with RCW³ 10.93.070(1), through their sheriffs or chiefs, as chief law enforcement officers within their jurisdictions, hereby consent to the exercise of authority by qualified general authority Washington peace officers, whose agencies are identified in Appendix A hereto, within their primary territorial jurisdiction for the duration of the term or tenure of each sheriff or chief.
- d) **Special Law Enforcement Units.**
- (i) Preconditions to Authority, Commission or Special Commission. To the fullest extent authorized by law, each party to this agreement hereby authorizes, commissions or specially commissions the actual exercise and enjoyment of authority by the personnel of any party, who:
- Is then assigned to a special law enforcement unit, as defined in paragraph 1, hereof;
 - Is on duty, as opposed to off-duty or privately employed, at the time of the exercise of authority;

e) **Subsequent Agreements.** The parties agree that other mutual law enforcement assistance agreements, not inconsistent with this agreement, may and should be executed whenever combined administrative, investigative or enforcement operations are mutually agreed to be tactically and fiscally practical and efficient. Such agreements shall incorporate by reference the terms of this agreement. In the event of conflict in the interpretation of this and subsequent agreements, the provisions of this agreement shall control unless expressly agreed otherwise by the parties to the subsequent written agreement.

3. **Commencement, Effective Dates and Duration.** This agreement shall become effective on the date the agreement is executed by at least two parties and shall renew automatically on the 1st day of each following January thereafter unless terminated in accordance with the provisions of paragraph 15, below, PROVIDED, that the consent to the exercise of authority, given in accordance with paragraph 2(c) hereof, shall be for the term or tenure of the consenting chief law enforcement officer unless earlier revoked.

4. **Parties.** This agreement contemplates the participation of law enforcement agencies within the Oregon Counties of Clackamas, Columbia, Multnomah and Washington and law enforcement agencies within the Washington Counties of Clark and Skamania. Subject to the terms for commencement and termination, the parties eligible for participation in this agreement include, but are not necessarily limited to:

Clackamas County, Oregon	Clackamas County Sheriff
City of Lake Oswego	
City of Milwaukie	
City of Oregon City	

Clark County, Washington	Clark County Sheriff
Burlington Northern Santa Fe	
Railway Police Department	
City of Battleground	
City of Camas	
City of La Center	
City of Ridgefield	
City of Vancouver	
City of Washougal	
Washington State University	
Police Department	

Columbia County, Oregon	Columbia County Sheriff
City of Clatskanie	
City of Ranier	

- Is an active member in good standing of his or her employing agency;
 - Is a full-time, fully compensated and commissioned peace officer or police officer, as defined in paragraph 1. hereof, and has met or exceeded all training and education standards or requirements of the Oregon Board of Public Safety Standards and Training or the Washington Criminal Justice Training Commission;
 - Has executed an acknowledgement of all conditions or limitations to the exercise of authority and has executed such oath of office as may be required by law or by any other party to this agreement;
 - Is then deployed in response to either (a) a request relating to a major incident, as defined herein, or (b) this agreement, or (c) pursuant to a separate mutual law enforcement assistance agreement.
- (ii) Agency Responsibilities. It shall be the responsibility of the party authorizing, commissioning or specially commissioning personnel under this agreement to provide necessary and appropriate documents, including commission cards, conditions or limitations, and forms of oath to the employing agency of such personnel. It shall be the responsibility of the employing agency to identify its personnel assigned to, or reassigned from, its special law enforcement units, to ensure their good standing and qualifications, and to furnish or surrender such documents, commission cards or oaths as may be required by any other party.
- (iii) Actual Exercise of Authority. The authorized, commissioned or specially commissioned personnel of any party may, without restriction or limitation, engage in investigative and enforcement activity within the primary territorial or geographic jurisdiction of any other party, PROVIDED, that such personnel provide notice of their presence to the party with primary territorial or geographic jurisdiction by contact with its authorized representative either in person or by telephone and, PROVIDED FURTHER, that any arrest, search, seizure or use of force shall be immediately reported to the authorized representative of the party in whose territorial or geographic jurisdiction the same occurs.

City of Scapoose
City of St. Helens

Multnomah County, Oregon
City of Gresham
City of Portland
Port of Portland

Multnomah County Sheriff

Skamania County, Washington
City of Stevenson

Skamania County Sheriff

Washington County, Oregon
City of Beaverton
City of Hillsboro
City of Tigard

Washington County Sheriff

Oregon State Police

Washington State Patrol

5. **Joint Administration.** No new or separate legal or administrative entity is created by this agreement. This agreement shall be administered by a Board comprised of the chief law enforcement officers of each signatory law enforcement agency or his or her designee. Upon the commencement of this agreement by its execution by at least two parties, those parties may designate a specific member, officer or agent, to act as administrator of this and related mutual law enforcement assistance agreements, whose duty it shall be to report annually to the Board concerning the exercise and enjoyment of authority under such agreements. At the conclusion of the first full calendar year in which this agreement is in effect, and annually thereafter, a majority of signatories represented on the Board may designate a specific member, officer or agent, to act as administrator. It shall be the duty of the Board to evaluate the exercise of authority under this and related mutual law enforcement assistance agreements and to recommend reasonable and necessary amendment or modification thereof to their governing or legislative bodies.

6. **Financial Administration.** The methodology for determining the fair costs of non-emergency assistance mutual aid, for contracting for services, for adjustments to service delivery and compensation therefore, for billing and payments for services, and for the transfer and disposition of capital assets for this Agreement and subsequent agreements that incorporate it is governed by the Finance and Administration Provisions attached hereto as Exhibit "A" and incorporated by reference as if fully set forth herein. Financial administration for emergency assistance mutual aid is governed by paragraph 2(a)(iii) of this Master Agreement.

7. **Personnel.** No transfer of any personnel between the parties is provided for by this agreement. Each party to this agreement shall continue to provide to its own personnel who may be assigned to render assistance to any other party or who may otherwise exercise or enjoy authority under this agreement the same salaries, compensation for death or disability, retirement and leave, cost of transportation, and other normal fringe benefits as such personnel would receive from that party as their employing agency.
8. **Property.** No transfer of property between the parties or to any third party is provided for by this agreement.
9. **Supervision and Control Over Officers.**
 - a) **Major Incidents.**
 - (i) Incident Commander. The sheriff or chief, or their authorized representative legally responsible for police protection at the scene of the major incident shall remain in charge as incident commander or incident coordinator and shall provide general directions to all aiding agency personnel.
 - (ii) Incident Coordinator. Where the services of the responding agencies are required on a dispersed basis or at several locations, the sheriff or chief, or designated officer in charge for the agency requesting assistance shall be the incident coordinator. The coordinator 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, the coordinator 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.
 - (iii) Special law enforcement units. Special law enforcement units, such as "Special Weapons and Tactics Teams," "Hostage Negotiation Teams," "Hazardous Devices or Bomb Squads," 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 unit's actions with the incident 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.

- b) **Investigative Activity.** Personnel who exercise or enjoy investigative authority under this agreement without prior delegation of direct supervision to another party, shall be deemed to be under the command and control of their employing agency.
 - c) **Exercise of Authority by Consent.** General authority Washington peace officers exercising authority by consent within the primary territorial jurisdiction of another Washington law enforcement agency shall be deemed to be under the command and control of their employing agency.
 - d) **Special Law Enforcement Units.** Personnel assigned to special law enforcement units who exercise or enjoy authority by virtue of commissions or special commissions granted under this agreement, despite prior delegation of general supervision to the incident commander, incident coordinator or other authorized representative of another party, shall be deemed to be under the command and control of their employing agency.
10. **Privileges and Immunities.** All of the privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension relief, disability, workers' compensation insurance and other benefits that apply to the activities of law enforcement personnel when performing their duties within the territorial limits of their employing agencies apply to them and to their employing agencies to the same degree and extent while the officers exercise authority under this agreement.
11. **Liability and Indemnification.** It is understood that this Agreement for mutual aid shall constitute the sole consideration for all requested assistance and 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.

Each party, as the employing agency, hereby agrees to indemnify and hold harmless all other parties and their officers, agents and employees from and against any and all loss, damages, injury, liability suits and proceedings however caused, arising directly or indirectly out of any action or conduct of the employing agency's personnel in the exercise or enjoyment of this agreement, subject to the following provisions and limitations:

- a) Generally. Except as provided herein, liability for any and all loss, damages, injury, liability suits and proceedings however caused, arising directly or indirectly from the provision of mutual law enforcement assistance in accordance with this agreement shall be allocated in accordance with ORS 190.476 and/or RCW 10.93.040;
- b) Special Law Enforcement Units. Notwithstanding the prior delegation of general supervisory control over personnel in special law enforcement units to an incident commander, incident coordinator or other authorized representative, the duty to indemnify and hold harmless shall remain with the party which is the employing agency of such personnel, except as provided below.
- c) Claims Involving Unauthorized Intentional Conduct. The duty to defend or indemnify, established herein, shall not extend to liability alleged or found to have arisen out of bodily injury to persons or damage to property caused by or resulting from the unauthorized intentional conduct of personnel of any other party.
- d) Claims Involving Sole Conduct of Person or Party. The duty to defend or indemnify, established herein, shall not extend to liability alleged or found to have arisen out of bodily injury to persons or damage to property caused by or resulting from the sole acts, omissions or negligence of personnel of any other party.
- e) Claims Involving Concurrent Conduct. The duty to defend or indemnify, established herein, shall extend to liability for damages alleged or found to have arisen out of bodily injury to persons or damage to property caused by or resulting from the concurrent acts, omissions or negligence of personnel of the parties only to the extent of the actual negligence of such personnel. Notwithstanding the existence of related liability claims against other parties, as to claims of concurrent liability, the duty to defend and indemnify shall extend to the party whose personnel's actual conduct, act or omission is agreed by the parties or later determined to have been the direct cause of the injury to persons or damage to property which is the subject matter of the claim.
- f) Claims by Personnel of Party. Each party shall indemnify and hold harmless the other parties for liability for damages alleged or found to have arisen out of bodily injury to its personnel arising directly or indirectly out of the exercise or enjoyment of authority under this agreement. As to such claims against any other party, its officers or agents, each of the parties to this agreement specifically and expressly waive any immunity that may be granted them under the workers' compensation laws of the States of Oregon or Washington.

- g) Property of the Parties. No party to this Master Agreement shall be obligated to reimburse any other party for use of personnel or equipment, except that, in the event of emergency assistance in a major incident, the requesting agency shall retain responsibility for all extraordinary equipment, materials and supplies, including reasonable subsistence expenses, in accordance with paragraph 2(a)(iii) hereof.
- h) Notice of Claims or Actions. If any party receives notice of claim, suit or action arising from the exercise or alleged exercise of authority under this Agreement, such party shall promptly notify in writing the administrator designated by the Board in accordance with paragraph 5, above, and/or all other parties who are or may be affected by such notice of claim, suit or action.

The indemnification provided herein shall include all costs of defending any suit, including attorney fees.

12. **Reporting.** Any exercise of investigative authority under this agreement must meet the notification requirements set forth in paragraph 2, as well as the reporting requirements of ORS 190.474 and/or RCW 10.93.030, as now enacted or hereafter amended. In addition, copies of reports relating to the exercise of authority shall be provided to the administrator designated by the Board.
13. **Media Relations.** In the event the actual exercise or enjoyment of authority pursuant to this Agreement results in a press conference, press release or other media relation involving any party, said party shall provide notice thereof, together with copies of briefings, releases or other similar documents, to the chief law enforcement officer or authorized representative of any other affected party.
14. **Termination.** Any party herein shall have the right to terminate this Agreement for any reasons whatsoever upon giving the other parties thirty (30) days written notice in advance of the date sought for such termination; PROVIDED, that the terms and conditions of this Agreement shall continue in full force and effect for the duration of any subsequent or subsequently amended mutual law enforcement assistance agreements to which this Agreement applies on the date of notice of termination and, PROVIDED, that, as to such party, any obligation or liability arising directly or indirectly from an occurrence prior to the date sought for such termination shall not be excused and, PROVIDED FURTHER, that this agreement shall remain in full force and effect as to the remaining parties hereto so long as at least two parties remain active participants.
15. **Dispute Resolution.** In the event of a dispute between any parties regarding the exercise or enjoyment of authority under this agreement, the dispute and options for its resolution shall be reviewed, first, by chief law enforcement officers and, second, by the designee of the governing or legislative body of the affected

agencies. Any decision of the affected parties regarding the dispute shall be final as between those parties and shall be communicated in writing to the designated administrator of the Board. Any dispute, controversy or claim of breach arising out of or related to this agreement, which cannot be resolved by the affected parties, shall be referred, first, to the designated administrator and, second to the Board for mediation. The designated administrator or mediator(s) appointed by a majority of the Board shall review the dispute, controversy or claim and options for its resolution. Any action taken or decision made in informal consultation or mediation shall be subject to ratification by the governing or legislative body of the affected public agencies. Any dispute, controversy or claim of breach which cannot be resolved by mediation, shall be submitted to binding arbitration in accordance with the rules and procedures set forth in ORS Chapter 36 or RCW Chapter 7.04, as the case may be, and the judgment or award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

16. **Assignment/Subcontracting.** No party to this agreement shall transfer or assign, in whole or in part, any right or obligation created under this agreement.
17. **No Third Party Beneficiary.** By execution of this agreement, the parties do not intend there be any third-party beneficiary of the rights or obligations created herein.
18. **Non-Discrimination.** In the exercise and enjoyment of authority under this agreement, no party shall discriminate against any personnel because of age, sex, race, creed, religion, color, national origin, marital status, pregnancy, veteran status, any physical, mental or sensory disability, or actual or perceived sexual orientation.
19. **Notice.** Any notices to be given under this agreement shall be sufficient when delivered, postage prepaid, and addressed (a) to the affected party or parties at the address(es) listed on their signature page of this agreement and (b) to the designated administrator at such address as he or she may from time to time provide to the parties.
20. **Waiver.** No waiver by any party of any term or condition of this agreement, or prior agreements ratified hereby, shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.
21. **Incorporation/Ratification of Pre-existing Mutual Law Enforcement Assistance Agreements.** Any pre-existing mutual law enforcement assistance agreements between two or more parties to this Agreement, identified in Appendix I to the signature page of each affected party and attached as exhibits to such appendices, are incorporated herein as if fully set forth in this agreement. As between the affected parties, such agreements remain in full force and effect.

22. **Priority of Documents and Construction.**

- a) Pre-existing Agreements. Subject to paragraph 24, below, all terms and conditions of this Agreement, not inconsistent with the provisions of any pre-existing mutual law enforcement agreement between two or more parties hereto, shall control over such pre-existing agreement. In case of conflict between the terms of this agreement and the provisions of a pre-existing mutual law enforcement assistance agreement between two or more parties hereto, as to those parties the specific provisions of the pre-existing agreements shall control over this agreement.
- b) Subsequent Agreements, Subsequently Amended Agreements. Subject to paragraph 24, below, all terms and conditions of this Agreement, shall control over inconsistent provisions of any subsequent mutual law enforcement assistance agreements or subsequent amendment to any mutual law enforcement assistance agreement between two or more parties hereto, Provided, However, that the parties may agree that specifically identified terms and conditions of this Agreement shall be superseded, in which case, the specific provisions of the subsequent mutual law enforcement assistance agreement or amended law enforcement assistance agreement shall control over the specified provisions of this Agreement.

23. **Entire Agreement.** This agreement, combined with the attached, incorporated and ratified pre-existing mutual law enforcement assistance agreements, contains all of the agreements of the parties with respect to the subject matter covered or mentioned therein and no other prior agreements shall be effective to the contrary.
24. **Amendment.** The provisions of this agreement and of the attached, incorporated and ratified pre-existing mutual law enforcement assistance agreements may be amended with the mutual consent of the parties or, in the case of pre-existing agreements, by the affected parties. However, no additions to, or alterations of, the terms of this agreement shall be valid unless made in writing and formally approved and executed by all of the parties hereto.
25. **Document Execution and Filing.** By execution of this agreement, each party represents that it has authority to act and that it has submitted, or will submit, this agreement for review and filing as may be required by the laws of Oregon or Washington.
26. **Severability.** If any section or part of this agreement is held by a court of competent jurisdiction to be invalid, such action shall not affect the validity of any other part of this agreement.

Exhibit A

FINANCE AND ADMINISTRATION PROVISIONS

For purposes of this Master Interlocal Mutual Law Enforcement Assistance Agreement and subsequent agreements or amended agreements that incorporate it, the parties agree that the following method for determining fair costs for contracting services between jurisdictions and for the cost sharing of agreed to services shall govern, regardless of which jurisdiction manages the service:

1. **PURPOSE.** The purpose of this agreement is to set forth the financial and administrative procedures the undersigned parties incorporate into subsequent service agreements
2. **DEFINITIONS:**
 - a) **Government.** Jurisdiction that solicits and pays for the service(s).
 - b) **Contractor.** Jurisdiction that contracts to provide the service(s).
 - c) **Jurisdiction.** See Master Inter local section 4. Parties.
 - d) **Cost centers.** The sum total of all direct costs, departmental overhead costs and interdepartmental indirect costs required providing a specific service.
 - e) **Allocation.** That portion of the Contractor's cost center that is directly attributable to the provision of services.
 - f) **Direct costs.** Those costs that can be identified specifically with a particular final cost objective.
3. **COST OF SERVICES**
 - a) **Cost center calculation.** Costs for services shall be calculated using the Contractor's current year adopted budget. The cost center shall be the sum total of all direct costs, departmental overhead costs and interdepartmental indirect costs.
 - b) **Direct Cost Calculation.** Direct costs shall include all personnel salaries, benefits, supplies and services of those programs that are directly involved in the provision of services.
 - i) **Capital costs.** Capital budget appropriations for equipment that costs \$5,000 or less shall be included in the current year cost center, PROVIDED that if the Contractors current capital policy is for an amount higher than \$5,000 the higher amount shall be

the applicable policy. Equipment that costs \$5,000 (or the Contractor's applicable policy amount) or more shall be depreciated over the service life of said equipment and only the current year depreciation shall be included in the cost center.

- ii) **Equipment costs.** Equipment costs shall include all Contractor's cost (e.g. maintenance, fuel depreciation).
- c) **Departmental overhead costs.** Department overhead shall include all administrative and support costs related to service operations and shall be proportionate to the direct cost of services.
- d) **Inter departmental indirect costs.** The parties agree that the Contractor may use its most current published indirect plan when costing services. The plan must be in accordance with OMB Circular A-87.
 - i) **Self-Insurance.** The Contractor may recover the annual costs of their self-insurance program by either including the program as an element of their indirect cost plans or by charging programs directly. The program shall be subject to actuarial review at least every five years and the annual internal charge shall represent an amount that maintains the program.
- e) **Depreciation.** The Contractor can recover the cost of replacing "booked" facility or equipment assets. The method of recovery will be determined by the agreements subject to this Master Inter local Assistance Agreement.
- f) **Revenue.** If the Contractor receives revenues that offset direct, departmental overhead and interdepartmental indirect expenses, the revenues will be applied to the applicable expense category prior to the allocation of costs to the Government.
- g) **Allocation of costs.** The allocation of service costs must be based on one or more measurable factors, including but not limited to:
 - i) The geographic size of the area to be serviced;
 - ii) The population of the area to be serviced;
 - iii) The assessed valuation of the area to be serviced;
 - iv) The level of service to be delivered;
 - v) Workload statistics or other relevant data bases.
- h) **Reconciliation of contracted (budgeted) costs with actual costs.** For those service contracts wherein the cost of services to the Government is based on a percentage allocation of the Contractor's total current year budget, there shall be a year-end reconciliation of the Contractors budgeted appropriations for the service cost center with the Contractor's actual costs for the service cost center; said reconciliation to be made following the thirteenth month accounting period. In those circumstances where the Contractor's year-end actual costs are less than the amount that was appropriated in the Contractors budget, the Government shall receive a monetary rebate for the cost of

services within 30 days subsequent to the reconciliation date, or at the Government's option, a credit for the cost of the subsequent year services.

- i) **Calculation of the rebate/credit.** The amount of the rebate or credit shall be based on the Government's allocated share of the costs; e.g. if the Government's allocated share of the Contractor's cost center is twenty five (25) percent, the Government shall be entitled to a rebate or credit equaling twenty-five percent of the difference between the Contractors budgeted appropriations for the cost center and the Contractors actual costs.
- i) **Reconciliation of adopted budget with thirteenth month budget.** There shall be a year-end reconciliation of the Contractor's original adopted budget with Contractor's budget as it exists following mid-year supplemental appropriations or other budget adjustments. Mid-year legislative resolutions which adjust the Contractors budgeted cost center shall also adjust the Government's service costs in accordance with the percentage allocation that was contractually agreed to; PROVIDED that the Government shall have the right to question the validity of those supplemental appropriations not directly related to the provision of Government services pursuant to Sections 3a through 3d of this agreement.
- i) **Validity of supplemental appropriations.** The Contractor shall provide the Government with a copy of all mid-year budget resolutions and associated staff reports. If the Government wishes to question the validity of all or of some part of a supplemental appropriation, the Contractor's finance director and the Government's finance director shall attempt to resolve the matter. If the Contractor's finance director and the Government's finance director are unable to resolve the matter, the provisions for dispute resolution set forth in the Master Interlocal agreement shall apply.

4. CHANGE IN SCOPE OF SERVICES.

- a) **Mid-year adjustments to service delivery.** The Government may order changes in the delivery of services consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the Contractor's services have been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the Government and the Contractor.
 - i) **Additional compensation.** If the Contractor believes that any particular work is not within the scope of the contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the Government's Finance Director in writing of this belief. If the Government's Finance Director believes that the particular work is within the scope of the contract as written, the parties, will resolve their dispute in accordance with the Master Interlocal Assistance Agreement.

- b) **Annual adjustments to service delivery.** Each year, by September 5, or the first working day thereafter, the Contractor shall provide the Government with an estimate of the subsequent years service costs and service data and an estimate of the Government's contract amount for the same level of service for the subsequent year. By September 20 or the first working day thereafter, the Government shall notify the Contractor of any changes in service or service level for the subsequent year. By October 10 or the first working day thereafter, the Contractor shall provide the Government with the estimated contract amount for the subsequent year based on the changes in service requested by the Government.
- i) **Reconciling final adopted budget with contract.** The Contractor shall adjust the contractual cost of services to reflect the final adopted budget and shall notify the Government in writing of any adjustments made to the contract amount, on or before December 31.

5. FINANCIAL REPORTING and PAYMENT REQUIREMENTS.

- a) **Monthly reports.** The Contractor shall provide the Government with monthly revenue and expenditure reports. The reports shall be tailored to report only those revenues and expenditures that are associated with the service agreement.
- b) **Ending reports.** The Contractor shall provide the Government with reports showing total ending revenues and expenditures associated with the service agreement either at the termination of the agreement or at the end of the calendar year, whichever occurs earlier.
- c) **Billing procedures.** It is contemplated that service costs to the Government may be based either upon the Contractor's actual monthly costs of service, or upon the Contractor's budget, pursuant to Section 3 of this agreement. If service costs are based on the Contractor's actual monthly costs, payments shall be made within 30 days after receipt of the Contractor's bill. If service costs are based on the Contractor's budget, the Government shall make four equal quarterly payments. The Contractor shall issue the bill by the fifteenth (15th) day of the month and payments by the Government shall be due within thirty (30) days after issuance of the bill. Payments that are not paid within the allotted time periods shall be considered delinquent. Delinquent charges shall accrue interest on the unpaid balance, from the date of delinquency until paid, at an interest rate of one percent (1 %) per month.

6. TRANSFER AND DISPOSITION OF CAPITAL ASSETS

- a) **Transfer of real property at agreement termination.** Upon termination of this agreement, non-infrastructure property, such as land and buildings shall be transferred at fair market value as determined by an appraisal from disinterested persons of suitable qualifications; PROVIDED, the Contractor shall have discretion to sell such assets and the Government shall have discretion to buy.

b) **Vehicles and Equipment.** Upon termination, vehicles and equipment shall be transferred at fair market value; PROVIDED, the Contractor shall have discretion to sell such capital assets and the Government shall have discretion to buy. Fair market value shall be the mutually agreed upon price at which bone fide sales have been consummated for assets of like type, quality, and quantity in the Portland metro market at the time of acquisition. The Contractor shall retain any monetary reserves set aside for maintenance or replacement of the vehicle or equipment to be transferred.

i) **Definition of equipment.** Equipment shall be defined as any capital asset having a value of \$5,000 or more; PROVIDED, that if the Contractor's current capital policy is for an amount higher than \$ 5,000 the higher' amount shall be the applicable policy.

ii) **Definition of a computer as equipment.** A computer, for the purpose of transfer as "equipment," shall be comprised of the Central Processing Unit (CPU) plus a monitor, plus any keyboard, plus any associated peripherals.

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EXECUTED on the day and year first written below.

CLARK COUNTY SHERIFF



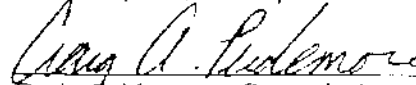
Garry E. Lucas, Sheriff

Date: 01/10/2000

BOARD OF COUNTY

COMMISSIONERS, Clark Co., WA

Judie Stanton, Chair



Craig Pridemore, Commissioner

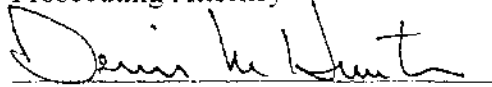
2-1-00

Betty Sue Morris, Commissioner

Approved as to form:

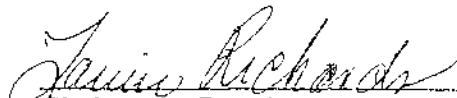
ARTHUR D. CURTIS

Prosecuting Attorney



Senior Deputy

ATTEST:




Clerk to the Board

Address for Notice:

Garry E. Lucas, Sheriff
Clark County Sheriff's Office
Post Office Box 410
Vancouver, WA 98666

EXECUTED on the day and year first written below.

CITY OF RIDGEFIELD, WASHINGTON

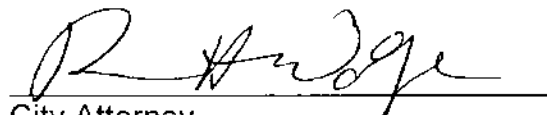


Mayor
Date: 3-17-00



Clerk

Approved as to form:



City Attorney