

# **Intergovernmental Agreement for Mutual Aid and Interagency Cooperation among Law Enforcement Agencies Located in Umatilla County & Morrow County, Oregon**

This Intergovernmental Agreement is made and entered into by and among the undersigned units of local government located in Umatilla County & Morrow County, Oregon and additional surrounding Oregon law enforcement agencies that would like to participate in the Agreement.

Under authority of Chapter 190, Oregon Revised Statutes, the parties agree as follows:

- 1. Definitions:** The following definitions shall be used in construing the following terms used in this Agreement.

Agency: A public body as defined in ORS 174.109.

Mutual Aid: The provision of additional personnel, equipment or expertise by one law enforcement agency for the primary benefit of another law enforcement agency to assist in responding to a situation and the personnel responding act under the direction and control of the requesting agency.

The term includes, but is not limited to, the provision of additional personnel, equipment, or expertise by one law enforcement agency to another law enforcement agency in relation to major crimes investigation and/or the enforcement of narcotics laws, as provided in any memorandum of understanding agreed to by the undersigned participating agencies, so long as the terms of the memorandum of understanding are consistent with the terms of this Agreement.

Mutual Assistance: The provision of additional personnel, equipment or expertise on an occasional basis such as assisting another agency with routine calls for service or to provide a cover car. Mutual Assistance includes, but is not necessarily limited to, those situations where one agency requests a second agency handle a call for service in an adjoining jurisdiction due to a shortage of personnel in that jurisdiction, or a request to provide a cover officer. An officer providing Mutual Assistance shall remain under the supervision and control of his or her own agency, and shall not be under the direction or control of the agency, which the Mutual Assistance is provided.

Requesting Agency: The agency requesting Mutual Aid.

Police Officer, Peace Officer, General Authority Oregon Police Officer:

A full-time, fully compensated police officer commissioned by the State of Oregon or any full-time, fully compensated police officer commissioned by a police agency or unit of local government of the State of Oregon to enforce the criminal laws of Oregon and includes the definitions contained or employed in ORS 181.610 and ORS 190.472, as now enacted or hereafter amended.

**2. Mutual Aid – Authority to Request, Grant, Refuse or Terminate Aid**

Every police officer of every law enforcement agency with supervisory or administrative authority participating in this Agreement has the ability to request mutual aid, to grant or refuse a request for mutual aid, and to terminate the provision of mutual aid once granted.

An agency may have procedures that control the exercise of the authority granted by this section so long as the procedures do not unduly hinder the ability of an agency to make or respond to a request for mutual aid.

Pursuant to ORS 133.235, peace officers have statutory authority to act anywhere within the State of Oregon, regardless of whether the offense occurs within their primary jurisdiction.

**3. Mutual Aid – Procedure to Request, Grant, Refuse, or Terminate**

A police officer of the requesting agency who has authority to request mutual aid must make the request for mutual aid to a police officer of the responding agency who has the authority to grant a request for mutual aid.

The responding agency may grant or deny, in whole or in part, the request to supply aid to the requesting agency.

A supervising police officer of the requesting agency may relieve all or part of the personnel or equipment of the responding agency from mutual aid duty if, in the opinion of the officer of the requesting agency, the personnel or equipment is no longer needed in the requesting agency's jurisdiction.

The Umatilla/Morrow County Major Crime Team exists to provide collaborative investigative resources to partner agencies in the event an investigation exceeds the training, expertise or resources of the agency of jurisdiction. Because this is a specialized team, Addendum A covers the specifics of activation and responsibilities associated with this agreement.

#### **4. Mutual Aid – Control and Direction of Personnel and Equipment**

Once the responding agency decides to supply aid to a requesting agency, and then the requesting agency becomes fully responsible for the direction and control of the aid provided. This responsibility shall continue until the requesting agency terminates its request for aid, the responding agency recalls the aid or withdraws from providing further aid to the responding agency.

The requesting agency shall designate an Incident Commander who shall be in command of the scene. The personnel and equipment of the responding agency shall be under the direction and control of the requesting agency until the requesting agency relieves the responding agency or the responding agency withdraws assistance. The incident supervisor shall designate radio channels. All agencies will follow the radio procedures of the dispatch center responsible for the communications of the requesting agency. "Plain Language" will be used en lieu of codes to communicate during all emergencies requiring a multiple agency response.

If the request for mutual aid involves an Interagency Team, the Team leader will report to the Incident Commander for directions as to where and when the team should be deployed, and any rules of engagement. The Incident Commander and Team Leader shall confer regarding the team's mission and its objectives. After agreeing upon the mission, the Team Leader shall deploy the team to accomplish the mission. Notwithstanding any other provision of this Agreement, the Team Leader shall retain supervision of his/her team at all times. The Team Leader shall make decisions regarding tactical deployment of the team; however, the overall control and direction for the incident remains with the requesting agency. If the Incident Commander and Team Leader cannot agree upon the deployment of the team, either party may terminate the provision(s) of mutual aid, and withdraw aid.

If the request for mutual aid involves the request for a special tactics team or special skills team all members of the team are to be considered agents of the requesting agency for purposes of the Oregon Tort Claims Act, except as otherwise set forth in this document. The purpose of this provision is to require the requesting agency to defend, hold harmless and indemnify any such team in the event civil litigation arises from the actions of the team consistent with Section 5 of this Agreement.

The supervising officer of the responding agency or the Team Leader of an Interagency Team may recall all or part of the allocated personnel or equipment as needed. The supervising officer of the responding agency or the Team Leader of an Interagency Team shall withdraw from an incident if so directed by the Incident Commander.

**5. Mutual Aid- Liability and Indemnity**

A responding agency's refusal to provide mutual aid to a requesting agency, or a responding agency's recall of mutual aid already provided to a requesting agency, shall not be a basis upon which the requesting agency may impose liability for damages upon the responding agency.

The responding agency's employees shall be considered agents of the requesting agency for the purposes of the Oregon Tort Claims Act, during such times the responding agency's employees are providing mutual aid under this Agreement. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act, the requesting agency agrees to defend, hold harmless and indemnify the responding agency, its' respective administrators, directors, councilors, officers and employees from all liability, claims, causes of actions, demands, losses, or damages brought by a third party and arising from the provisions of mutual aid under this Agreement.

**6. Mutual Aid – Workers Compensation**

Each agency shall remain solely responsible for worker's compensation claims by its employees, notwithstanding that the injury complained of occurs while under the supervision and control of the requesting agency.

Each agency will maintain worker's compensation coverage or self-insurance coverage on its personnel while they are providing assistance pursuant to this Agreement. Each agency agrees not to bring any claim, action, suit or proceeding against any agency involved in requesting or providing mutual aid to recover the cost of worker's compensation benefits paid to employees, volunteers or their dependents, even if the injuries were caused wholly or partially by the negligence of any other agency, its officers, employees or volunteers.

**7. Mutual Aid – Finance, Costs, and Accounting**

Each responding agency shall pay all wages and benefits due any of its personnel, including overtime, workers' compensation and death benefits, as if those employees were on-duty working directly for the agency by which he or she is employed.

Each responding agency shall pay for the ordinary wear, tear or routine maintenance of department owned equipment. Additionally, each responding agency shall pay for the repair or replacement of department owned property, if the property is damaged by the sole fault of an employee of the responding agency.

Expenses incurred such as travel, meals, lodging and other expenses not otherwise specifically mentioned herein shall be paid by one or more of the participating agencies in a manner determined on a case-by-case basis.

If a requesting agency needs mutual aid for an emergency event, such as flood, earthquake or other natural disaster, the requesting agency shall reimburse the responding agency for costs associated with providing the mutual aid. This clause includes wages, benefits, and overtime, if the responding agency provides mutual aid for more than twenty-four hours on any incident unless otherwise agreed to in advance.

**8. Mutual Assistance – Liability**

Notwithstanding any other provision of this Agreement, providing Mutual Assistance shall not be a basis for one agency imposing liability upon another agency. Each agency shall retain supervision and control of its officers at all times during the requesting, receiving or providing of Mutual Assistance. No agency requesting, receiving or providing Mutual Assistance shall be liable for the acts and omissions of any other agency as a result of requesting, receiving or providing Mutual Assistance.

**9. Commencement and Duration of Agreement**

This Agreement shall take effect when it has been signed by more than one of the parties to it. The Agreement shall be reviewed in January of every odd year.

**10. Additional Parties**

Any Oregon law enforcement agency not a party to this Agreement may become a party by signing the Agreement after being authorized to do so by its governing body. Upon signing the Agreement, the Agreement shall become binding.

**11. Termination, Suspension, or Withdrawal from Agreement**

Upon mutual consent of all parties, this Agreement may be amended or terminated at any time. Any party may withdraw from this Agreement upon giving a 30-day written notice to the other participating agencies, provided that such notice shall not be given while the agency seeking to withdraw is actively receiving mutual aid from any other participating agency.

**12. Waiver**

The failure of any party to enforce a provision of this Agreement shall not constitute a waiver of that or any other provision.

**13. Captions**

Captions and heading used in this Agreement are inserted for reference only, and are not intended to affect the interpretation or construction of the Agreement.

**14. Partial Invalidity**

Whenever possible, each provision of this Agreement shall be interpreted in such a way as to be effective and valid under applicable law. If any provisions of this Agreement are adjudged invalid, such adjudication shall not affect the remainder of the provision or the other provisions of this Agreement. If the remainder of the questionable provision continues to conform to the terms and requirements of applicable law, and the intent of this Agreement it shall remain valid.

**15. Amendments**

Only a written instrument, executed by all of the parties to it may amend this Agreement.

**16. Resolution of Disputes**

Resolution of any dispute or disagreement concerning application of any provision of this Agreement shall be resolved according to the provisions of ORS Chapter 190.

**17. Signatories' Authority to Enter into Agreement**

Every person signing this Agreement hereby represents to all of the others that they are duly authorized by their respective unit of local government to enter into this Agreement.

IN WITNESS WHEREOF the parties, by the signatures of their authorized representatives, have executed this Agreement effective on the date shown below each signature.

***For the City of Pendleton***

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

***For the City of Hermiston***

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

***For the City of Milton-Freewater***

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

***For the City of Umatilla***

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

***For the Confederated Tribes of the Umatilla  
Indian Reservation***

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

***For the Oregon State Police***

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

***For the City of Stanfield***

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

***For the City of Pilot Rock***

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

***For the City of Boardman***

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

***For the Umatilla County District Attorney***

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

***For the Morrow County District Attorney***

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**IGA for Mutual Aid - Addendum A**  
**UMATILLA/MORROW COUNTY MAJOR CRIME TEAM AGREEMENT**

**MISSION STATEMENT**

The Umatilla/Morrow Major Crime Team is committed to the relentless pursuit of truth through a concerted effort by participating members to achieve justice for the populations served.

**PURPOSE STATEMENT**

The Umatilla/Morrow County Major Crime Team exists to provide collaborative investigative resources to partner agencies within Umatilla and Morrow Counties in the event a criminal investigation occurs, which exceeds the training, expertise or resources of the agency of jurisdiction.

**COMPOSITION AND FUNCTION**

- The Major Crime Team may include personnel employed by the Umatilla County Sheriff's Office (UCSO), Morrow County Sheriff's Office (MCSO), Oregon State Police (OSP), Hermiston Police Department (HPD), Pendleton Police Department (PPD), Umatilla Police Department (UPD), Stanfield Police Department (SPD), Milton-Freewater Police Department (MFPD), Umatilla Tribal Police Department (UTPD), Boardman Police Department (BPD), Pilot Rock Police Department (PRPD), District Attorney's Office(s) and Blue Mountain Enforcement Narcotics Team (B.E.N.T.). Other individuals may participate on an invitational basis, or when the need arises.
- Member Selection:
  - The Major Crime Team will consist of personnel selected by the Chief, Sheriff, District Attorney or ranking Oregon State Police Representative of each law enforcement entity within Umatilla and Morrow Counties.
- The Major Crime Team's Responsibilities include, but are not limited to:
  - Scene integrity and security;
  - Collection/preservation of evidence;
  - Drafting of affidavits and search warrants;
  - Interviewing victim(s) and witnesses;
  - Interrogation of suspects;
  - Arrest/apprehension of offenders;
  - Compilation of investigative reports;
  - Control/dissemination of information;
  - Prosecution/testimony;
  - Maintaining individual competencies in the area(s) of case law, search and seizure, investigative techniques, interview/ interrogation and legislative action.
- Major Crime Team Activation:
  - Each participating agency will provide the Umatilla and Morrow County dispatch centers with contact information of person(s) authorized to approve call out(s) and overtime for purpose of efficiency.

- Team members will maintain resource lists identifying decision maker, detectives, law enforcement personnel with special skills/certification(s) (i.e. Reconstructionist(s), Criminalists, Negotiators, etc.), judges, hospitals and mortuaries.
- Request(s) to activate the Major Crime Team shall be limited to the Chief, Sheriff, District Attorney or ranking Oregon State Police Representative with jurisdictional responsibility. In the event the aforementioned person(s) are unavailable, the next highest-ranking law enforcement official within the jurisdiction of responsibility shall make the request.
- Upon activation of the Major Crime Team, the investigation shall be led by the agency of jurisdiction unless the agency defers the leadership role to another agency and/or the District Attorney. In either instance, the identity of the Incident Commander shall be clearly communicated to all parties involved in the investigation within the first hour of activating the team.
- Command and Control:
  - The designated Incident Commander will immediately assume responsibility for establishing a command center, duty assignments, briefing(s) and resource notification. He/she will remain free of any direct investigative duties in order to appropriately oversee and support the investigation.
  - Individual Major Crime Team members are accountable to their respective employing agencies concerning conduct, updates, liability, documentation and compensation.
  - It is agreed that when agency resources are loaned to another agency for the purpose of investigation, the participating member is to follow all lawful orders and directives given by the Incident Commander. If/when, performance issues arise, the Incident Commander shall immediately contact the employing agency for disposition.
  - All persons supporting the Major Crime Team's mission through investigative activity shall complete a written report memorializing their action(s).
- Evidence:
  - The agency of jurisdiction will be responsible for:
    - Maintaining the chain of custody for all evidence collected;
    - Submitting evidence for forensic analysis;
    - Receiving, storing and complying with all laws governing evidence retention.
- Documentation:
  - Copies of all reports, photographs, diagrams, logs, CD's, etc., shall be submitted to the Incident Commander within ten days of investigative activity.
  - The Incident Commander will compile and collate all investigative material into a three-ring binder, flash drive or other storage media before submitting the case book(s) to the District Attorney or Tribal Prosecutor for prosecutorial consideration. This shall be done within fourteen days of the investigative activity.
  - The District Attorney or Tribal Prosecutor is the only person who may grant extensions to the ten-day rule. His/her decision should be based on extenuating circumstances and/or volume of work completed by the requesting team member.
  - If/when an exception is granted, the District Attorney's Office or the Tribal Prosecutor will communicate a new submission deadline to the team member and his/her agency supervisor.
  - Failure of a team member to submit reports in a timely manner will result in his/her being

prohibited from participating in additional callout(s)/investigations until all pending reports are received by the District Attorney or Tribal Prosecutor.

- Press Releases:
  - The dissemination of information to the media and/or public will be single source.
  - All information released in conjunction with a Major Crime Team investigation will be handled by or vetted through the District Attorney or the Public Information Officer for the Confederated Tribes of the Umatilla Indian Reservation if applicable.
- Post Action:
  - Investigative briefings will be held at the discretion of the Incident Commander and District Attorney or the Tribal Prosecutor if applicable.
  - All Major Crime Team call out(s)/investigations will be debriefed within three-days of arrest and/or when it is determined that the Major Crime Team is no longer needed.
  - The Incident Commander of a MCT activation will debrief with the LEAA at the next scheduled meeting or as soon as practical.