

**MEMORANDUM OF UNDERSTANDING  
YAKIMA COUNTY MUTUAL LAW ENFORCEMENT ASSISTANCE AGREEMENT**

**WHEREAS**, it is the desire of various law enforcement agencies within Yakima County to have this agreement in place for the purpose of cooperative law enforcement within Yakima County.

**WHEREAS**, multi agency participation in this agreement is possible by Chapter 10.93 RCW (Mutual Aid Peace Officer Powers Act) and Chapter 39.34 RCW (Interlocal Cooperation Act.)

**NOW THEREFORE**, it is mutually agreed as follows;

**PURPOSE**

To give all commissioned officers of law enforcement agencies in Yakima County the ability to provide mutual aid assistance and to give authority to enforce any or all of the traffic or criminal laws throughout all of the jurisdictions of Yakima County.

**PARTICIPATING AGENCIES**

A list of agencies that have agreed to participate in this agreement (Participating Agencies) is attached to this Memorandum of Understanding (MOU), and incorporated herein as Attachment 1. The list of Participating Agencies may be modified from time to time to add or delete agencies. Each Participating Agency shall maintain a current list of Participating Agencies on file, together with a copy of this MOU.

**DURATION**

This MOU shall be in effect from January 1, 2017 and shall expire on December 31, 2021.

**FINANCING**

Each participating agency shall bear the financial responsibility for its own employees including but not limited to salary, benefits and workers compensation insurances.

Officer of participating agencies who make an arrest under this agreement may still book a prisoner into their normal booking facility as done in past practice pursuant to existing agreements between Yakima County law enforcement agencies and the Yakima County Department of Corrections. Any court costs associated with criminal or traffic citations or infractions filings as a result of this agreement shall be in accordance with existing agreements with the Yakima County District court and past practice. Proper filing of the citations/infractions by the arresting agency is required.

**ADMINISTRATION**

The Yakima County Sheriff and the Chiefs of Police for the participating agencies or their delegates shall administer this MOU.

**CONSENT**

Each of the undersigned hereby consent to the full exercise of peace officers powers within their respective jurisdictions by any and all properly certificated general authority, specially commissioned or exempted peace officers from any of the participating agencies. This consent is not intended to reallocate, under RCW 10.93.040, the responsibility of the participating agencies for the acts or omissions of their officers.

**HOLD HARMLESS**

It is understood and agreed that this MOU is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this MOU. Each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those

of its officers, agents or employees to the fullest extent required by law, and agrees to save, indemnify, defend, or hold harmless from any such liability. In the case of negligence of more than one party to this MOU, any damages allowed shall be levied in proportion to the percentage of negligence attributed to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributed to the other party.

**TERMINATION**

Any party may terminate their respective participation in this MOU upon thirty (30) days' written notification to all participating agencies. If any party's participation in this MOU is terminated, the terminating party shall be liable only for performance in accordance with the terms of this MOU for performance period to the termination.

IN WITNESS WHEREOF, the parties have executed this MOU

For the Grandview Police Department

Karl [Signature] 12-29-16  
Signature Date

For the Toppenish Police Department

[Signature] 12/29/16  
Signature Date

For the Granger Police Department

[Signature] 12/30/16  
Signature Date

For the Union Gap Police Department

[Signature] 11-8-16  
Signature Date

For the Mabton Police Department

[Signature] 11-8-16  
Signature Date

For the Wapato Police Department

[Signature] 11-8-16  
Signature Date

For the Moses Lake Police Department

[Signature] 11/8/16  
Signature Date

For the Washington State Patrol

[Signature] 1-17-17  
Signature Date

For the Selah Police Department

Richard D. Hayes 11/8/16  
Signature Date

For the Yakima County Sheriff's Office

B. Winter 11-3-16  
Signature Date

For the Sunnyside Police Department

[Signature] 11-8-16  
Signature Date

For the Yakima Police Department

\_\_\_\_\_  
Signature Date

For the Tieton Police Department

[Signature] 12-13-16  
Signature Date

For the Zillah Police Department

[Signature] 12-29-16  
Signature Date

**Attachment 1**

**Participating Agencies  
Yakima County Mutual Law Enforcement Assistance Agreement**

**Grandview Police Department  
Granger Police Department  
Mabton Police Department  
Moxee Police Department  
Selah Police Department  
Sunnyside Police Department  
Tieton Police Department  
Toppenish Police Department  
Union Gap Police Department  
Wapato Police Department  
Washington State Patrol  
Yakima County Sheriff's Office  
Yakima Police Department  
Zillah Police Department**