



# Grant County

# SHERIFF

**Tom Jones, Sheriff**

## CONSENT AGREEMENT FOR MUTUAL AID PEACE OFFICERS POWERS GRANT COUNTY, WASHINGTON

Dave Ponozzo  
Undersheriff  
Office 509-754-2011  
ext. 468 VM-21  
Cell 509-750-7302  
dponozzo@co.grant.wa.us

Ken Jones  
Chief Deputy  
Field Operations  
Office 509-754-2011  
ext. 468 VM-18  
Cell 509-750-7303  
kjones@co.grant.wa.us

Ryan Rectenwald  
Chief Deputy  
Special Operations  
Office 509-754-2011  
ext. 446  
Cell 509-750-7304  
rrectenwald@co.grant.wa.us

Greg Knutson  
Chief Deputy  
Corrections  
Office 509-754-2011  
ext. 468 VM-20  
Cell 509-750-2710  
gknutson@co.grant.wa.us

Deb Shay  
Administrative Assistant  
Office 509-754-2011  
ext. 468 VM-14  
Cell 509-237-8393  
dshay@co.grant.wa.us

This **AGREEMENT** is made and entered into by and among the signatories of this Agreement, all of which are political subdivisions or units of local government of the State of Washington.

### WITNESSETH:

**WHEREAS**, the Washington Mutual Aid Peace Officers Powers Act, Chapter 10.93 RCW, was enacted by the Washington legislature to modify the current artificial barriers to mutual aid and cooperative enforcement of the laws among general authority local, state and federal agencies, to modify current restrictions upon the limited territorial and enforcement authority of general authority and specially commissioned peace officers and to effectuate mutual aid among agencies, and

### WHEREAS, RCW 10.93.070 provides that:

In addition to any other powers vested by law, a general authority Washington Peace Officer who possesses a certificate of basic law enforcement training or a certificate of equivalency or has been exempted from the requirement therefore by the Washington State Criminal Justice Training Commission may enforce the traffic or criminal laws of this State throughout the territorial bounds of this State, under the following enumerated circumstances.

1. Upon the prior written consent of the Sheriff or Chief of Police; in whose primary territorial jurisdiction the exercise of powers occurs;
2. In response to an emergency involving an immediate threat to human life or property;
3. In response to a request for assistance pursuant to a mutual law enforcement assistance agreement with the primary territorial jurisdiction, or in response to the request of a police officer with enforcement authority;

4. When the officer is transporting a prisoner;
5. When the officer is executing an arrest warrant or search warrant; or
6. When the officer is in fresh pursuit; as defined in RCW 10.93.120; and

**WHEREAS, RCW 10.93.090 provides that;**

A specially commissioned Washington Peace Officer who has successfully completed a course of basic training prescribed or approved for such officers by the Washington State Criminal Justice Training Commission may exercise any authority which the special commission vests in the officer throughout the territorial bounds of the State outside of the officer's primary territorial jurisdiction under the following circumstances;

1. The officer is in fresh pursuit, as defined by RCW 10.93.120; or
2. The officer is acting pursuant to mutual law enforcement assistance agreement between the primary commissioning agency and the agency with primary territorial jurisdiction; and

**WHEREAS,** the law enforcement agencies participating in this Agreement desire to take full advantage of the Washington Mutual Aid Peace Officers Powers Act and provide general authority to enforce the traffic or criminal laws of this State pursuant to the circumstances enumerated in RCW 10.93.070 and RCW 10.93.090.

**NOW, THEREFORE, the parties agree as follows:**

1. Pursuant to the provisions of RCW 10.93.070(1), written consent is hereby given by the undersigned Sheriff or Chiefs of Police of the parties to all general authority Washington Peace Officers, as defined in RCW 10.93.020(3), of the parties participating in this Agreement to enforce the traffic and criminal laws of the State of Washington within the territorial jurisdiction of the Sheriffs or Chiefs of Police.
2. Pursuant to the provisions of RCW 10.93.090(2), written consent is hereby given by the undersigned Sheriff or Chiefs of Police of the parties for specially commissioned Washington Peace Officers of the parties participating in this Agreement, and as defined in RCW 10.93.020(5), to enforce the traffic and criminal laws of the State of Washington within the territorial jurisdiction of the Sheriff or Chiefs of Police. Consent is limited to those occasions that the specially commissioned Peace Officer is participating in an on-duty assignment.

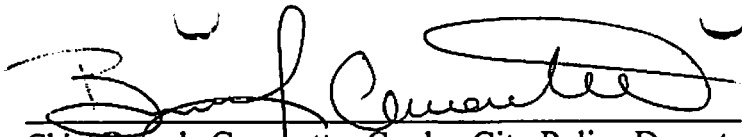
3. In keeping with the spirit of cooperating and as a matter of professional courtesy, this Agreement shall not be used to circumvent the notification of the law enforcement agency with primary territorial jurisdiction prior to the taking of any law enforcement action. Any plan of action by one of the participating law enforcement agencies in the territorial jurisdiction of another participating agency will first be discussed with that agency and a cooperative venture, if possible, shall be taken.

4. In any event, the circumstances surrounding any actual exercise of Peace Officer authority pursuant to this Agreement and Chapter 10.93 RCW shall be timely reported, after the fact, to the law enforcement agency with primary territorial jurisdiction and shall be subject to any reasonable reporting procedure, which may be established by such agency.

5. Any liability or claim of liability which arises out of the exercise or alleged exercise of authority by an officer acting within the course and scope of the officers duty as a Peace Officer under this Agreement and Chapter 10.93 RCW is the responsibility of the primary commissioning agency, as defined in RCW 10.93.020(8) unless the officer acts under the direction and control of another agency.

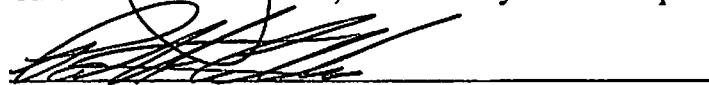
6. This Agreement shall supersede prior Agreements among any or all of the parties that may be inconsistent in whole or in part with the provisions contained herein.

7. This Agreement shall include all City and County law enforcement agencies within the County of Grant.



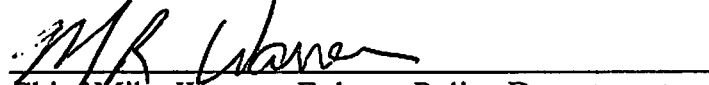
Chief Brenda Cavoretto, Coulee City Police Department

Date: 3/22/2011



Chief Pat Collins, Coulee Dam Police Department

Date: 3-25-11



Chief Mike Warren, Ephrata Police Department

Date: 4/7/11



Chief Dean Mitchell, Moses Lake Police Department

Date: 4-12-11

Chief Steven Jensen, Mattawa Police Department

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

Chief Richard Ackerman, Quincy Police Department

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

Chief Darin Smith, Royal City Police Department

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

Chief James Dorris, Soap Lake Police Department

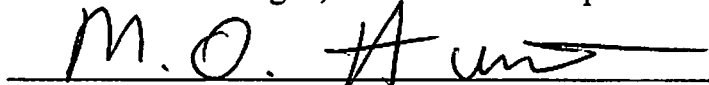
Date: \_\_\_\_\_

Chief Rick Martin, Warden Police Department

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

Chief Steve Dunnagan, Othello Police Department

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



Chief Mel Hunt, Grand Coulee Police Department

Date: 04-05-11



Sheriff Thomas E. Jones, Sheriff, Grant County

Date: 01/05/11