

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

624



FROM: Stanley L. Sniff, Jr., Sheriff-Coroner-PA

SUBMITTAL DATE:
04/30/13

SUBJECT: Approval of a Mutual Assistance Agreement Between the Sheriff's Department and the La Paz County, Arizona Sheriff's Department

RECOMMENDED MOTION: Move that the Board of Supervisors approve the Mutual Assistance Agreement between the Sheriff's Department and the Sheriff's Department of La Paz County, Arizona, and authorize the Sheriff to execute the Agreement on behalf of the Board.

BACKGROUND: California Government Code 8617 states that in periods other than states of emergency, political subdivisions have authority to exercise mutual aid powers. Pursuant to A.R.S. 37-620.11 and California Penal Code Sections 853.1 and 853.2, the Riverside County Sheriff's Department and La Paz County Arizona Sheriff's Department have drafted a mutual assistance agreement extending peace officer authority upon request or when immediate legal action is required in a limited area within 25 air miles of the Colorado River and/or any point along the common border of the two counties, but within the two counties.

(Continued on Page 2)
BR 13-081

Will Taylor for

Stanley L. Sniff, Jr., Sheriff-Coroner-PA
Will Taylor, Director of Administration

FINANCIAL DATA	Current F.Y. Total Cost:	No estimate	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$0	Budget Adjustment:	No
	Annual Net County Cost:	\$0	For Fiscal Year:	FY 2012-13

SOURCE OF FUNDS: Departmental Budget	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY: *Elizabeth J. Olson*
Elizabeth J. Olson

County Executive Office Signature

- Policy
- Policy
- Consent
- Consent

2013 MAY 17 6W 1:28

CLERK APPROVED BY CHAIRMAN OF THE BOARD
SECRETARY RIVERSIDE COUNTY

Dep't Recomm.:
Per Exec. Ofc.:

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD
 FORM APPROVED COUNTY COUNSEL BY: *David H. K. Huff* 5/19/13
 DAVID H. K. HUFF Departmental Concurrence

The Agreement specifies that during periods when either party is providing assistance, the providing party is responsible for all its expenses and liability. The term of the Agreement expires at midnight December 31, 2016. The Agreement will automatically extend for an additional two-year period, unless disputed within 30 days of termination. Either party has the right to voluntarily terminate the Agreement upon giving thirty (30) days advance written notice. County Counsel has approved the Agreement as to form.

LA PAZ COUNTY ARIZONA - RIVERSIDE COUNTY CALIFORNIA

INTERSTATE MUTUAL ASSISTANCE AGREEMENT

WHEREAS, the La Paz County Sheriff's Department of the State of Arizona and the Riverside County Sheriff's Department of the State of California desire to enter into this mutual assistance agreement as authorized by Arizona Revised Statutes (A.R.S.) 13-3872, and 11-952; and California Government Code 8617, and

WHEREAS, the aforementioned parties of the County of La Paz Arizona and the County of Riverside California are experiencing increased common problems in those areas adjoining their contiguous borders which require mutual cooperation between said parties, and

WHEREAS, it is desirable that each of the parties hereto should voluntarily assist each other in the event of emergency incidents, criminal activities, or other similar public safety problems by the interchange of law enforcement services and facilities to cope with such problems, and

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

WHEREAS, it is the purpose of this Agreement to permit the aforementioned parties to make the most efficient use of their powers by enabling them to cooperate with governmental units of other named states on a basis of mutual advantage and thereby provide services and facilities in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.

WHEREAS, A.R.S. 37-620.11 and West Ann. Cal. Penal Codes 853.1, 853.2 provide that in cases where conduct is prohibited in both Arizona and California, courts and law enforcement officers in either La Paz County, Arizona or Riverside County, California, have concurrent-jurisdiction to arrest, prosecute and try offenders for the prohibited conduct that is committed anywhere on the boundary water between the two counties and concurrent jurisdiction to arrest offenders for prohibited conduct that is committed on any land mass within twenty-five air miles of the Colorado river or within twenty-five air miles of any lake that is formed by or is part of the Colorado river; and

WHEREAS, the intent of the parties is to act within the authority granted by A.R.S. 37-620.11 and West Ann. Cal. Penal Code 853.1, 853.2, and other applicable law.

NOW, THEREFORE, the parties in consideration of the matters and things hereinabove set forth, hereby agree as follows:

SECTION 1. Definitions

- (a) "Party" means each of the government entities named in the preamble hereinabove or such entities acting by their respective law enforcement agencies if the context so requires.
- (b) "Requesting Party" means any Party requesting law enforcement assistance from any other Party.
- (c) "Assisting Party" means any Party rendering law enforcement assistance to a Requesting Party.
- (d) "Sheriff" means that person who is a department or agency head with peace officer jurisdiction, or his/her duly authorized representative having the primary responsibility for law enforcement within the jurisdiction or territory, whether designated by appointment or election.
- (e) "Officer in Command" means any sworn peace officer designated within a particular governmental agency that has "command status," usually a rank of lieutenant or above or similar designation such as "commander," "captain," or "chief."

SECTION 2. Purpose

The purpose of this Agreement is to obtain maximum efficiency in cooperative law enforcement operations through mutual cooperation and assistance within each Party's jurisdiction pursuant to the terms of this Agreement.

SECTION 3. Extension of Peace Officer Authority

The respective Sheriff of each of the Parties hereby agree that any law enforcement-officer who is regularly employed by the La Paz County Sheriff's Department or by the Riverside County Sheriff's Department is a peace officer in the other Party state whenever either of the following conditions are met:

- (a) In response to a request for services initiated by the La Paz County Sheriff's Department or by the Riverside County Sheriff's Department; or

- (b) Upon recognition by any such officer(s) of a situation or circumstance within the jurisdiction or territory of the Parties to this Agreement which requires immediate law enforcement action or other emergency action. The Party whose officer is performing such voluntary assistance shall notify the Party within whose territory or jurisdiction the voluntary assistance is being rendered, who will thereupon assume the general control authorized in Section 5 of this Agreement.

In all instances of assistance, whether requested or voluntary, the Assisting Party may render any such assistance as it can give consistent with its own law enforcement needs at the time. In all instances of assistance, whether requested or voluntary, the Assisting Party may at any time at its discretion withdraw such assistance.

All assistance rendered under the authority of this Section shall be limited to that area within twenty-five (25) air miles of the Colorado River and/or any point along the common border of La Paz County Arizona and Riverside County California but within the aforementioned counties.

SECTION 4. Request Procedure

If conduct is prohibited by both Arizona and California law, request for interstate mutual assistance shall be made to any officer of the Assisting Party through established communications systems. Responses to requests for law enforcement mutual assistance outlined in this Agreement shall be limited to that area within twenty-five (25) air miles of any point along the La Paz - Riverside county border and within those two (2) counties.

Request for assistance involving major occurrences which may require a large number of officers, resources, or a considerable expenditure of time, shall be made to an officer of command status of the Assisting Party.

SECTION 5. Control in Request – Assistance Operations

A Requesting Party shall have and exercise general control in directing any Assisting Party to locations as required. However, the commanding officer for any Assisting Party shall be responsible for exercising control over his/her forces in response to the general directions of the Requesting Party. The Requesting Party will assign, at the earliest opportunity, personnel to advise responding officers of statutory, administrative, and procedural requirements within the jurisdiction of occurrence.

Officers of the Requesting Party will be primarily responsible for making and processing arrests and the impounding of property or safeguarding of lives

within the territorial boundaries of their county. When an assisting officer, while in the requesting county (state), takes a person or property into custody he/she will relinquish custody of said person and/or property at the earliest convenience to an officer of the Requesting Party for disposition in accordance with the laws of the requesting county (state).

Officers of the Assisting Party, who are subpoenaed to court or other administrative hearings or boards, as a direct result of providing assistance, shall honor all subpoenas.

SECTION 6. Provision of Equipment

In rendering mutual law enforcement assistance, each Party shall be responsible for the provision and maintenance of its equipment, materials and supplies except in cases of emergency wherein it appears to the officers or employees immediately involved that the sharing or use of equipment owned or furnished by another Party or Parties is necessary or proper.

SECTION 7. Responsibility for Damages

Each Party shall be responsible and liable for damage to life, persons or property caused by or resulting from the negligent or intentional acts or omissions of the Party, its officers, agents or employees while acting pursuant to this Agreement.

SECTION 8. Reports

After occurrences wherein mutual law enforcement assistance was required and given, all participating Parties shall make an interchange of all reports and evidence arising out of such operations; providing, however, that nothing in this Section shall purport to waive, limit or remove the duties of confidentiality imposed or allowed by law.

SECTION 9. Manner of Financing

Each Party hereto shall, within its lawful methods of financing, establish and provide payment of the costs and expenses of performance of its objectives undertaken pursuant to this Agreement.

SECTION 10. Duration

This Agreement shall remain in full force and effect until midnight December 31, 2016, or as otherwise provided by the laws governing the Parties to this Agreement. This Agreement will be deemed automatically extended for a two (2) year period if undisputed for 30 days prior to the termination date.

SECTION 11. Voluntary Termination; Disposition of Property Thereupon

This Agreement may be voluntarily terminated, in whole or in part, upon notice by either Party given in writing to all other Parties not less than thirty (30) days in advance of the contemplated termination.

Upon such termination, all property not owned by a terminating Party which is in its custody or possession shall be forthwith returned to the Party owning the same or to whom possession shall be given.

This Agreement is subject to cancellation by the governing body and /or Sheriff of either Party. All notices shall be via certified letter and mailed to:

La Paz County Sheriff's Department
1109 Arizona Avenue
Parker, Arizona 85344

Riverside County Sheriff's Department
P. O. Box 512
Riverside, California 92502

SECTION 12. Joint Law Enforcement Operations Included

Any joint law enforcement operations, present or future, in which the facilities, equipment or personnel of any Parties of this Agreement are utilized, shall be deemed within the purview of this Agreement and be subject to all provisions hereof unless otherwise provided for by specific agreement among the Parties hereto.

SECTION 13. Amendments

Any amendments to this Agreement shall be effective only if in writing and signed by all parties.

SECTION 14. Liability

Each Party shall be responsible and liable for any damages or injuries caused by its employees under this Agreement.

SECTION 15. Miscellaneous

- (a) Nothing in this Agreement shall be construed as either limiting or extending the lawful jurisdiction of any Party hereto other than expressly set forth herein.
- (b) Appropriate officials of the Parties may promulgate such written operational procedures in implementation of this Agreement as to them appear desirable.
- (c) This Agreement shall be effective upon the execution of two (2) originals by the Parties hereto, and upon one original being deposited with the keeper of records of each of the Parties hereto. Each Party shall be responsible for the filing of the Agreement in accordance with any applicable laws of their state.
- (d) All law enforcement powers, all pension, relief disability, worker's compensation, and other benefits which apply to the activity of officers, agents or employees when performing their respective functions within the territorial limits of their respective political subdivisions shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this Agreement.
- (e) This Agreement will not prevent the drafting of independent compacts or agreements between said Parties for whatever other needs may arise in the future. Also, any compacts or agreements which have been previously drafted shall remain unaffected by this Agreement.
- (f) In the event of a dispute, which results in litigation between the parties to this Agreement, the law of the state in whose court the action is filed shall be the governing law for the purposes of the dispute. In the event of a dispute, which results in litigation in an Arizona court, the parties agree to use arbitration to the extent required by A. R. S. 12-1518. The use of arbitration pursuant to A.R. S. 12-1518 is understood to mean that the decision there under is not binding on either party, and either party may demand a trial de novo in Superior Court pursuant to A. R. S. 12-133(H).
- (g) Subject to each party's obligations under its respective state's records retention policies, all books, accounts, reports, files, and other records related to this Agreement shall be maintained and subject to inspection and audit by either party for at least five (5) years after termination of the Agreement.

- (h) The parties agree not to discriminate against any employee or applicant because of race, age, religion, sex or national origin, and to comply with applicable state and federal civil rights legal requirements.
- (i) Officers of the Assisting Party shall not be considered employees of the Requesting Party.

IN WITNESS WHEREOF, the Sheriffs of the Parties hereto have severally given their respective consents and the Parties hereto have executed this by and through their respective consents and the Parties hereto have executed this Agreement by and through their respective officers duly authorized.

This agreement is effective on the date executed by the last party to sign.

FOR LA PAZ COUNTY

FOR RIVERSIDE COUNTY



 John Drum, Sheriff
 La Paz County Sheriff's Department

 Stanley Sniff, Sheriff-Coroner
 Riverside County Sheriff's Department

Date: 4-30-13

Date: _____

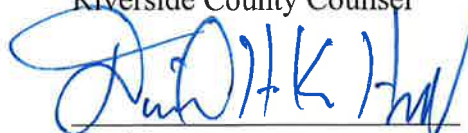
The undersigned attorneys acknowledge that (i) they have reviewed the above Agreement on behalf of their respective clients and that (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona and the State of California.

La Paz County Attorney

Riverside County Counsel



 R. Glenn Buckelew
 Deputy La Paz County Attorney



 David H. K. Huff
 Deputy County Counsel

Date: 4/29/13

Date: 5/9/2013