

INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT MUTUAL AID BETWEEN
THE VANCOUVER POLICE DEPARTMENT,
THE CLARK COUNTY SHERIFF'S OFFICE AND
THE WASHINGTON STATE DEPARTMENT OF CORRECTIONS

THIS IS AN AGREEMENT is entered into under the Mutual Aid Peace Officer Powers Act (Chapter 10.93 RCW) and the Interlocal Cooperation Act (Chapter 39.34 RCW) between the undersigned parties by which the Vancouver Police Department ("VPD"), Clark County Sherriff's Office ("CCSO") and Washington State Department of Corrections ("DOC") agree to authorize and permit their respective agencies to participate in the apprehension and prosecution of fugitive and career criminals.

WHEREAS, law enforcement agencies have the responsibility of protecting lives and property and keeping the peace; and,

WHEREAS, fugitive and career criminals pose a threat to the safety of life and property in Clark County; and

WHEREAS, it is necessary and desirable that a cooperative agreement be executed for the purpose of forming law enforcement teams to pursue and prosecute fugitive and career criminals on outstanding arrest warrants on a county wide basis;

NOW, THEREFORE, the parties agree as follows:

1. **Purpose and Functions.** The purpose of this Agreement is to define the rights and responsibilities of all participating agencies in the creation of an interagency Career Criminal Apprehension Team ("CCAT") whose primary function is the apprehension of fugitives and career criminals on outstanding arrest warrants. The program involvement and direction of the apprehension teams shall be the joint responsibility of the participating agencies, and members from all agencies shall meet and confer on matters as necessary. The intent of this joint interagency apprehension team is to identify, investigate, apprehend and target for prosecution violent fugitives, inmate escapees and felons who have committed criminal acts or violated community supervision.

2. **Joint Administration.** No new or separate legal or administrative entity is created by this agreement.

3. **Personnel and Supervision.** No transfer of any personnel between the parties is provided for by this Agreement. Each agency will dedicate at least one officer to the CCAT. Each agency is responsible for its own members' salary, compensation and benefits in

accordance with each agency's policies. Day to day operations of the team will be supervised by the VPD Sergeant or Corporal assigned to the CCAT. Personnel and agency specific matters are to be handled through the officer's respective department and locally assigned supervisor.

4. Property and Equipment.

a. No transfer of property between the parties or to any third party is provided for by this Agreement. Each agency will furnish required vehicles and radio equipment capable of transmitting and receiving messages on their local/and or State Police Radio Network. Each agency will be responsible for the expenses incurred in the use of its respective vehicles radios and all other equipment used as part of CCAT. Each agency is responsible to provide the member with the appropriate uniform that identifies the officer as a member of law enforcement. It is preferred that all members have markings that say "POLICE" on their raid vests for uniformity and safety.

b. No party to this Agreement shall be obligated to reimburse any other party for damage to the vehicles, property or equipment resulting from normal wear and tear. PROVIDED, however, that each party shall be responsible for reimbursement of any vehicle, property or equipment substantially damaged or destroyed by a member's use of such vehicle, property or equipment owned and provided by another party.

5. Financial Administration. Except as specifically set forth herein, there will be no other financial obligation imposed on the parties to this Agreement.

6. Records And Reports. All CCAT team warrants, investigative reports, and arrest reports will be maintained by the agency responsible for the investigation.

7. Prosecution. Fugitives apprehended by CCAT will generally be prosecuted in the state or federal court that issued the warrant. New charges (charges that are not the basis for the executed arrest warrant) will be prosecuted in the appropriate local, state, or federal court. When a fugitive with outstanding state and federal warrants is arrested, a determination will be made on a case-by-case basis about the order in which prosecution will occur. In all cases, notification shall be made to the prosecutor(s) concerned.

8. Informants. It is agreed that funds for informants relating to the execution of state and federal warrants will be supplied by the agency with warrant jurisdiction according to their standard procedures.

9. Use of Firearms. Each team member will follow their department's policy and guidelines in the use of firearms. Each agency will provide the other agencies with a written copy of their firearms policy that states any limitations that the agency may set on their officers. These firearm policies shall be consistent with the work assigned to CCAT in regards to fugitive and career criminal apprehension. In the event of a shooting, the incident will be investigated by the regional major crimes team.

10. Tactics.

a. Arrests: Team members will follow Standard Operating Procedures ("SOP's") developed by the team when making arrests for the safety of all team members. Each

team member will be able to carry out any and all functions necessary to complete the arrest, search warrant and/or tactical operation.

b. **Hostage and Barricade Situation:** If the team encounters a hostage or barricaded subject they will follow the CCAT SOP's for these types of situations until the requested tactical unit can respond. Upon arrival of the tactical unit, the tactical unit commander will assume command of the situation. The tactical unit commander will make the tactical decisions on the decided course of action, consistent with the policies of the agency that is responsible for investigation of the warrant

11. **News Media.** Media relations will be handled at the local level by each department's public information person.

12. **Liability and Indemnification.** Liability for any and all loss, damage, injury, liability suits and proceedings however cause, arising directly or indirectly from the operation of CCAT under the provisions of this Agreement shall be allocated in accordance with RCW 10.93.040.

13. **Dispute Resolution.** Operational issues or disputes will be mutually addressed and resolved by the assigned liaisons, under guidance of the operational supervisor. If problems arise which cannot be resolved to the liaisons mutual satisfaction, they should be progressively raised to the next level of supervision within the respective agencies. It is agreed that the resolution of operational problems at the lowest possible level is in the best interest of the apprehension teams.

14. **Functions and Resources.** CCAT members will:

a. Serve search warrants and be actively involved in tactical operations pertaining to high-risk DOC offenders as well as career criminals and fugitives involved in criminal activities. Team members will advise the local agencies of surveillance or warrant operations occurring in their jurisdiction.

b. Will respond to officer assistance requests from other law enforcement agencies, either routine or emergent, when team members are available in the area.

c. Team members will notify local agencies and request assistance with all high risk warrant operations.

d. Team members will attend briefings at local agencies for information sharing and program updates.

e. All team members have access to local dispatch frequencies and other police frequencies to allow communication.

15. **Additional Partnerships between Department of Corrections, Clark County Sheriff Office and Vancouver Police Department.** The Department of Corrections, Clark County Sheriff's Office and Vancouver Police Department have a number of specific partnerships that are dedicated to the needs within the community. This agreement allows these agencies to work together on an ongoing basis in regards to Department of Correction's offender contacts, and the Clark County Sheriff's Office and Vancouver Police Department investigations. Participants from each agency are still required to follow their own agency's policies and chain of command structures.

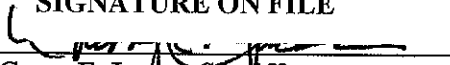
The Department of Corrections participates in the Vancouver Police Department's Domestic Violence Unit, the Sex Offender Unit, as well as Precincts from both the Vancouver Police Department and the Clark County Sheriff's Office as resources permit.

16. **Commencement and Duration.** This Agreement shall become effective on the date it is executed by at least two parties and shall renew automatically on the 1st days of each following January unless terminated. Any agency may terminated their participation in this Agreement by providing no less than thirty days (30) written notice to all parties signing this document, PROVIDED that any obligation or liability arising directly or indirectly for 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 participants so long as at least two parties remain active participants.

EXECUTED on the day and year first written below.

CLARK COUNTY SHERIFF


SIGNATURE ON FILE

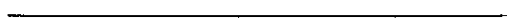

Garry E. Lucas, Sheriff


Date: 4/10/07

BOARD OF COUNTY
COMMISSIONERS, Clark Co., WA

SIGNATURE ON FILE

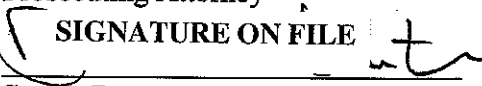

Steve Stuart, Chair


Betty Sue Morris, Commissioner


Mark Boldt, Commissioner

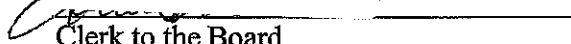
Approved as to form:
ARTHUR D. CURTIS
Prosecuting Attorney

SIGNATURE ON FILE


Senior Deputy

ATTEST:

SIGNATURE ON FILE


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.~~

EXECUTED on the day and year first written below.

~~CITY OF VANCOUVER~~, WASHINGTON
SIGNATURE ON FILE

Pat McDonnell
Pat McDonnell, City Manager

Date: May 7, 2007

ATTEST:

SIGNATURE ON FILE

R. Lloyd Tyler, City Clerk
By: Carrie Lewellen, Deputy City Clerk

Approved as to form:

SIGNATURE ON FILE

Ted H. Gathe, City Attorney

Address for Notice:

City Clerk
City of Vancouver
PO Box 1995
Vancouver, WA 98668-1995

and

Chief of Police
Vancouver Police Department
City of Vancouver
PO Box 1995
Vancouver, WA 98668-1995

EXECUTED on the day and year first written below.

**WASHINGTON DEPARTMENT OF
CORRECTIONS**

SIGNATURE ON FILE

(signature)

Gary Banning / Contracts Administrator

(Name/Title)

Date: 5/31/07

Approved as to form:

Approval on File

Pete Remy

(Name)

Address for Notice:

Dept. of Corrections
Contracts and Legal Affairs
PO Box 4114
Olympia, WA 98504-1114