

MUTUAL LAW ENFORCEMENT ASSISTANCE AGREEMENT
BETWEEN THE VANCOUVER POLICE DEPARTMENT, THE CLARK COUNTY
SHERIFF'S OFFICE AND THE WASHINGTON STATE PATROL FOR THE
SOUTHWEST WASHINGTON AUTO THEFT TASK FORCE

THIS MUTUAL LAW ENFORCEMENT ASSISTANCE AGREEMENT is entered into by and between the undersigned parties on behalf of their respective law enforcement agencies to authorize and permit their respective agencies to participate in a unit focused on the investigation of stolen motor vehicles in Clark County Washington and shall be identified as the Southwest Washington Auto Theft Task Force (Task Force). It is recognized that staffing for this unit will be funded through Grant 08-WTPA-020 (the Grant) awarded by the WASHINGTON AUTO THEFT PREVENTION AUTHORITY (WATPA), which is attached hereto and incorporated herein as Exhibit A.

The participation of the Vancouver Police Department (VPD) and Clark County Sheriff's Office (CCSO) in this Agreement is subject to all consistent terms and conditions of that certain Master Interlocal Mutual Law Enforcement Assistance Agreement ("Master Agreement") previously executed by the City of Vancouver and Clark County, and recorded with the County Auditor as 3434632 on March 5, 2002, except as expressly provided herein.

Therefore, for and in consideration of the following covenants, the parties agree as follows:

1. **Purpose and function.** The purpose of this Agreement is to define the rights and responsibilities of the parties in the creation of a stolen auto theft prevention unit known as the Southwest Washington Auto Theft Task Force ("Task Force"), as is authorized by RCW 39.34 and RCW 10.93. The primary function of the Task Force is the recovery and investigation of stolen motor vehicles as well as the apprehension of those involved in this criminal enterprise.
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. The Washington State Patrol ("WSP") will dedicate one sworn law enforcement officer at the rank of Sergeant to the Task Force. VPD will provide a sworn police officer to the Task Force. The salary and benefits of each member of the Task Force will be paid through the Grant.

In addition, CCSO agrees to allow the CCSO Crime Analyst to perform analysis focused on auto theft issues. Such analysis duties shall be in addition to the CCSO Crime Analyst's normal work responsibilities and all such additional analysis conducted for the Task Force will result in compensation on an overtime/per hour basis. Such overtime compensation will be billed against the Grant funds awarded for a part time crime analyst as set forth in the budget summary of the Grant. A record of all such overtime compensation will be provided on a monthly basis by CCSO to VPD.

Day to day operations of the Task Force will be directed by the WSP Sergeant assigned to the Task Force. Additional oversight and liaison to the Task Force will be provided by the VPD Lieutenant assigned to the investigations section.

Crime reporting for this unit will be done utilizing the EPR system that CCSO administers under the records/service agreement with VPD. The WSP Sergeant will perform the duties required in a manner consistent with WSP policies and procedures except for the following specific procedural exceptions:

- a. Handling Evidence – WSP and VPD participants will utilize the VPD Evidence Storage Warehouse for evidence storage and will comply with VPD Policy under Chapter 13 (Evidence and Property).
- b. Informants – WSP and VPD participants will comply with VPD Policy 1330 in regards to the use and documentation of informants.
- c. Pursuits – WSP and VPD participants assigned to this unit will adhere to VPD Policy 720 in regards to police pursuits.

The assigned VPD Officer will perform the duties of this position consistent with VPD policy.

4. **Property and equipment.** No transfer of property between the parties or to any third party is provided for in this Agreement other than the acquisition of certain Grant funded items, including video and still digital cameras, a license plate reader and essential articles of officer equipment, supplies and phone costs. In addition to the above, Grant funding will provide for a radio capable of transmitting and receiving messages on the CCSO and VPD dedicated channels for issue to the WSP Sergeant assigned to the Task Force. Each participating agency will furnish required vehicles for its respective members. Title to all property purchases by each respective party with Grant funds shall remain with that party provided they certify to WAPTA in writing that the property will be used for the same Grant-funded purpose. If such certification is not made title shall vest in WATPA. It is understood that resources that each party possesses can be used by other members of the Task Force to meet the Task Force's objectives and assignments. No party to this Agreement shall be obligated to reimburse any other party for damage to equipment resulting from normal wear and tear.

5. **Financial Administration.** Other than the reporting requirements set forth in the Grant and as specifically provided elsewhere in this Agreement, there will be no other financial obligation imposed on the parties to this Agreement.

6. **Record Keeping.** All records and intelligence information developed by the Task Force shall be available to each party and will be disseminated in accordance with state law and best practice guidelines. All intelligence files, including informant files, will be maintained by VPD. All official police reports shall be documented using the VPD Electronic Police reporting system and will be archived as is current practice under the existing VPD/CCSO records management agreement.

7. **Liability.** Liability for any and all loss damage, injury, liability suits and proceedings arising directly or indirectly from the operation of the Task Force will be allocated in accordance with RCW 10.93.040. Each party shall defend, protect and hold harmless the other parties from

and against all claims, suits and/or actions arising from any negligent or intentional act or omission of that party's employees, agents, and/or authorized subcontractor(s) while performing this Agreement.

8. **Dispute Resolution.** Operational issues or disputes will be mutually addressed and resolved by the VPD Lieutenant. If problems arise which cannot be resolved to the parties' satisfaction they should be progressively raised to the next level of supervision within the respective agencies. In such a case, a dispute board as provided in Page 2 of the Grant t will be formed and will make a determination in regard to major dispute.

9. **Duration and Termination.** This Agreement will become effective on the date it is executed by at least two parties and shall continue concurrent to the Grant. The intent of the parties is to extend this Agreement should WATPA continue to provide funding beyond the initial Grant. Any agency may terminate their participation in the agreement by providing no less than thirty (30) days written notice to all parties.

10. **Document Execution and Filing.** The parties agree that there shall be three (3) duplicate originals of this Agreement procured and distributed for signature by the necessary officials. Upon execution one duplicate original of this Agreement shall be returned to each party. VPD shall cause a copy of this Agreement to be posted on the City of Vancouver's web site pursuant to RCW 39.34.040.

11. **Amendments/Modification.** The provisions of this Agreement may be amended only upon the mutual consent of the parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of the parties.

12. **Personnel.** The parties' officers performing work under the terms of this Agreement shall be under the direct command and control of their respective Chiefs, Sheriff or designees, and shall perform duties required under this Agreement in a manner consistent with each respective parties' policies and regulations, and applicable federal, state and local laws. The assignment of the parties' personnel under this Agreement shall be at the discretion of their respective Chiefs, Sheriff or designees

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names by their duly authorized officers.

CITY OF VANCOUVER, WASHINGTON, a municipal corporation

SIGNATURE ON FILE
Pat McDonnell, City Manager

(date)

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

CLARK COUNTY, WASHINGTON, a Washington subdivision

SIGNATURE ON FILE
Bill Barron, County Administrator

1/13/09
(date)

Approved as to form:

SIGNATURE ON FILE
Arthur D. Curtis, Prosecuting Attorney
By: Curt Wyrick, Chief Deputy

WASHINGTON STATE PATROL

SIGNATURE ON FILE
John R. Batiste, Chief

2-25-09
(date)

Approved as to form:

SIGNATURE ON FILE

SIGNATURE ON FILE, Assistant Attorney General
(Name/Title)