

CLARK COUNTY STAFF REPORT

DEPARTMENT: Clark County Sheriff's Office

DATE: February 14, 2017

REQUESTED ACTION:

Approval of contract regarding a law enforcement function

Consent Hearing County Manager

BACKGROUND

We want to continue a contractual relationship with City of Vancouver and Washington State Patrol that supports financial and manpower management of a Drug Task Force.

COUNCIL POLICY IMPLICATIONS

This action proposes confirmation and/or renewal of existing policy through approval of a contract that governs the financial and manpower management of a Drug Task Force that is staffed with employees of the Clark County Sheriff's Office, the Washington State Patrol and Vancouver City Police Department. There is no proposed change in code, tax levy, change in budget or compensation, development plan, modification to collective bargaining parameters or committee appointment.

ADMINISTRATIVE POLICY IMPLICATIONS

This action proposes only confirmation and/or renewal of existing policy regarding the management of the local Drug Task Force, which is overseen by the Clark County Sheriff.

COMMUNITY OUTREACH

This action does not involve community outreach.

BUDGET IMPLICATIONS


YES	NO	
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	X	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

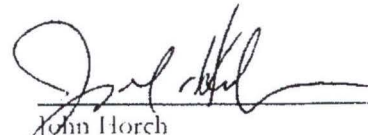
BUDGET DETAILS

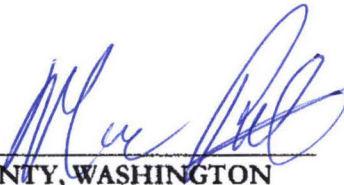
Local Fund Dollar Amount	N/A
Grant Fund Dollar Amount	N/A
Account	N/A
Company Name	N/A

DISTRIBUTION:

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>


William Richardson
CCSO Counsel


John Horch
CCSO Commander


APPROVED:
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS
DATE: Feb. 14, 2017
SR# SR 03617



APPROVED: _____
Mark McCauley, County Manager

DATE: _____

MUTUAL LAW ENFORCEMENT ASSISTANCE AGREEMENT

CLARK-VANCOUVER REGIONAL DRUG TASK FORCE

Clark County, Clark County Sheriff's Office, Clark County Prosecuting Attorney, City of Vancouver, Washington, Vancouver Police Department and Washington State Patrol

THIS MUTUAL LAW ENFORCEMENT ASSISTANCE AGREEMENT is entered into by and between the undersigned parties in order to provide for the continued service and support of the Clark-Vancouver Regional Drug Task Force, as originally organized under RCW 39.34 .080 by virtue of certain preexisting interlocal agreements.

This Agreement supersedes all preexisting interlocal agreements, provided, however, that, as between the parties hereto, any obligation incurred and any claim accrued under such agreements shall remain in full force and effect as of the effective date of this agreement.

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 parties, except as expressly provided herein.

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

1. **Effective Date and Duration.** This Agreement shall be effective from the date the Agreement is executed by at least two parties and shall renew automatically on the 1st day of each following January thereafter unless terminated in accordance with the provisions of the Master Agreement between the parties.
2. **Purpose and Function.** The purpose of this Agreement is to provide for the support and preservation of the Clark-Vancouver Regional Drug Task Force, dedicated to cooperative and coordinated drug enforcement within Clark County, as authorized by RCW 39.34 and RCW 10.93, and in conjunction with the Master Agreement between the parties. The Clark-Vancouver Regional Drug Task Force has been, and will continue to be supported by shared funding and personnel resources of the participating agencies in accordance with the following provisions.
3. **Organization.** No separate legal or administrative entity is created by this Agreement and this Agreement does not affect the organization or functions of the parties, except as provided below:
 - a) Executive Board. The Clark-Vancouver Regional Drug Task Force shall be administered by an executive board to consist of the following members or their designees, each of whom shall have one vote:
 - 1) The Clark County Prosecuting Attorney;

- 1) The Clark County Prosecuting Attorney;

- 2) The Clark County Sheriff;
- 3) The Chief of Police of the City of Vancouver; and
- 4) Chief of the Washington State Patrol.

b) Responsibilities of the Executive Board: The executive board shall have responsibility for:

- 1) Establishing administrative policies and procedures for the operation of the Drug Task Force including, but not limited to, organizational structure, administration, operational hours, travel policies and investigative criteria, consistent with the provisions of this interlocal agreement. A majority vote of the voting board members shall be required to establish policy and procedures.
- 2) Developing a biennial budget to be submitted for approval in accordance with the County's preliminary budget timelines
- 3) Providing review and oversight of Drug Task Force operations, including a review of its mission, goals and annual work plans.

c) Drug Task Force Structure. The Executive Board shall have responsibility for the recruitment, training and maintenance of Drug Task Force personnel. Subject to future adjustment, the Clark-Vancouver Regional Drug Task Force shall include the following: (Adjustments to these positions may be made in writing by a majority vote of the Executive Board).

- 1) Designated deputy prosecuting attorney(s), assigned by the Clark County Prosecuting Attorney to the prosecution of Drug Task Force civil forfeitures and criminal cases;
- 2) One commander assigned by the Clark County Sheriff to act as the chief operations officer of the Drug Task Force;
- 3) Sergeant(s), assigned by the participating agency(ies), respectively, to act as Drug Task Force operations and administrative supervisor(s);
- 4) Detectives to act as Drug Task Force investigators, assigned by the Clark County Sheriff, assigned by the Vancouver Police Department and assigned by the Washington State Patrol.
- 5) Clark County Sheriff's employees, including financial investigator(s), legal secretary, and office assistant, as agreed by the parties.

d) Selection of Drug Task Force Members. Each participating agency shall have primary responsibility for the assignment of its personnel to the Clark-Vancouver Regional Drug Task Force.

4. **Budget and Finance.** In addition to the provisions of the Master Agreement, the parties agree to budget and finance provisions for costs incurred by or in connection with the operations of the Clark-Vancouver Regional Drug Task Force, in the following particulars:

a) Host Agency. For purposes of budget and finance, the Clark County Sheriff shall act as "host agency" under this interlocal agreement. It shall be the duty of the host agency to:

- 1) Oversee a single operational budget, as recommended by the Executive Board and approved by the parties. All contractual services and costs including, supplies, services, equipment and training costs will be expensed from the approved operational budget of the Drug Task Force.
- 2) Maintain a tracking of direct and other costs, such as overtime by the participating agencies. For the purpose of this agreement, regular salaries, (on duty, straight time), shall not be tracked or considered part of Drug Task Force cost. [This data shall be used to calculate a year-end cost of Drug Task Force services using the cost distribution method agreed to in appendix "A."] In all other respects, this Agreement shall be governed by the Financial Administration provisions of the Master Agreement between the parties.
- 3) Provide an operations and equipment replacement program to the respective participating agencies by September 1st annually.

b) Definitions. For purposes of this section, the following definitions apply:

- 1) "Interlocal Drug Enforcement Fund" or "1017 Account" means that restricted revolving drug fund and its sub-account "1017", initially authorized by Clark County, Washington, Resolution No. 1982-10-55 and approved by certain of the parties by interlocal agreement, and now ratified and redefined by this interlocal agreement, which fund or account serves as a depository for all grants, contributions, forfeiture proceeds and other payments made to support the Clark-Vancouver Regional Drug Task Force.
- 2) "Participating jurisdiction(s)" means the State, Counties and Cities, and their law enforcement agencies, who are signatories to this interlocal agreement.
- 3) "Authorized expenditures" mean those expenditures authorized by the Executive Board and applicable resolutions, as now in force or hereafter amended, of the Board of County Councilors of Clark County relating to the Interlocal Drug Enforcement Fund or 1017 Fund and include extraordinary

expenses related to the investigation of illegal use and/or sale of controlled substances, including but not limited to the following:

- Purchase or sale of controlled substances, imitation controlled substances and legend drugs;
- Management of informants;
- (CCSO appoints hearing examiner)
- Overtime expenses incurred in Drug Task Force investigations;
- Acquisition of equipment, supplies or other material, used primarily for the investigation of the illegal use and/or sale of controlled substances; and
- Community education, including the education of school children, concerning the use and abuse of controlled substances.

c) Operating Fund. Pursuant to RCW 39.34.030(4)(b), the County has established the referenced Interlocal Drug Enforcement Fund or 1017 Fund with the Clark County Treasurer designated to support the administration of the Clark-Vancouver Regional Drug Task Force. All grant awards, funds allocated by the parties, or funds contributed by any other sources, including, but not necessarily limited to, funds derived by way of administrative or judicial orders of forfeiture, shall be deposited in said fund, which shall not lapse at the close of any budget cycle.

- 1) All real and personal property forfeiture actions shall be prosecuted in the name of the Clark County Sheriff.
- 2) A budget for the aforementioned fund shall be established by the County in accordance with the approved budget submitted by the Executive Board pursuant to Section 3 (b)(2).
- 3) Emergency expenses outside the parameters of the approved budget can be approved by the Executive Board after the fact but are limited to operational necessity (i.e. additional overtime or supplies related Drug Task Force operations).
- 4) Reimbursement or reimbursement credit based on the cost distribution method approved in Appendix "A" shall be calculated at the end of each calendar year.

d) Except to the extent inconsistent with the foregoing, the provisions for Financial Administration set forth in the Master Agreement, separately entered into by the participating agencies shall apply to this Agreement. In case of conflict, the express terms of this Agreement shall control over the Master Agreement.

5. Policy Development and Review. As the host agency, the Clark County Sheriff's Office will coordinate the development of Drug Task Force policies, subject to review by all

participating agencies and approval by the Executive Board. At a minimum, such policies shall address:

- a. Use of Informants
- b. Processing of Evidence
- c. Seizing of Assets for Civil Forfeiture
- d. Maintaining Intelligence Files
- e. Writing of Reports
- f. Reverse Deliveries of Controlled Substances, Precursor Chemicals and Items Used to Manufacture Controlled Substances
- g. A Code of Conduct
- h. When to use SWAT/SIRT Teams; Hostage Negotiation Teams; Hazardous Devices of Bomb Squads.

Following policy ratification, the Clark County Sheriff shall forward copies of all Drug Task Force policies and procedures to all participating jurisdictions.

6. **Termination and Disposition of Property.** Notwithstanding any contrary provision in the Master Agreement, during the initial term or any period of extension or renewal of this Agreement, any party may terminate participation hereunder by providing six months' prior written notice to the other parties. Upon termination, the Master Agreement applies to the transfer and disposition of property.
7. **Choice of Law.** The parties agree that, in connection with their activities under this interlocal agreement, they shall comply with all applicable federal, state and local laws or regulations and, further, that this interlocal agreement shall be construed according to the laws of the State of Washington.

EXECUTED on the day and year first written below.

CLARK COUNTY SHERIFF

Chuck E. Atkins, Sheriff

Date: _____

Approved as to form:

TONY GOLIK

Prosecuting Attorney

Bill Richardson

Bill Richardson

Deputy Prosecuting Attorney

Address for Notice:

Chuck E. Atkins, Sheriff
Clark County Sheriff's Office
Post Office Box 410
Vancouver, WA 98666

BOARD OF COUNTY
COUNCILORS, Clark Co., WA

Marc Boldt
Marc Boldt, Council Chair

Jeanne E. Stewart, Councilor

Julie Olson, Councilor

John Blom, Councilor

Eileen J. Quiring, Councilor

ATTEST: _____
Rebecca J. Jitta
Clerk to the Board



EXECUTED on the day and year first written below.

CITY OF VANCOUVER, WASHINGTON

Mayor Tim Leavitt

Date: _____

VANCOUVER POLICE DEPARTMENT

James McElvain, Chief of Police

Clerk

Approved as to form:

City Attorney

Address for Notice:

James McElvain, Police Chief
Vancouver Police Department
City of Vancouver
P.O. Box 1995
Vancouver, WA 98668

EXECUTED on the day and year first written below.

WASHINGTON STATE PATROL

John R. Batiste, Chief

Date: _____

Approved as to form:

Assistant Attorney General

Address for Notice:

Lieutenant James Mjor
Washington State Patrol
PO Box 2347
Olympia, WA 98507-2347