

CLARK COUNTY STAFF REPORT

DEPARTMENT: Clark County Sheriff's Office

DATE: October 10, 2017

REQUESTED ACTION: Approve an updated Mutual Law Enforcement Assistance Agreement for SW Washington Regional Special Weapons and Tactics (SWAT)/Hostage Negotiating Team (HNT)/Tactical Emergency Medical Services (TEMS).

Consent Hearing County Manager

BACKGROUND

The Clark County Sheriff's Office, along with the other municipal police agencies in Clark County, formed a joint SWAT (SW Washington Special Weapons and Tactics) team in 1997. A sub-agreement among Clark County law enforcement agencies was signed at that time as a part of the Master Interlocal Mutual Law Enforcement Assistance Agreement ("Master Agreement") to clarify the policies or procedures unique to SWAT. Then in early 2009, based on the recommendation of an interagency law enforcement team, the SWAT sub-agreement was expanded to include the Hostage Negotiating Team (HNT) and Tactical Emergency Medical Services (TEMS).

Earlier this year, member law enforcement agencies began a process to update the sub-agreement with respect to the cost sharing model used to set annual membership fees. The goals of the effort included clarifying allowable costs and modifying the cost sharing model to more-fairly allocate costs between member agencies. The result, which was tentatively agreed to by all member agencies, has been incorporated within the updated Mutual Law Enforcement Assistance Agreement for final approval by the respective legislative bodies of the member agencies. The Sheriff supports the proposed changes and recommends approval by the County Council of the updated Mutual Law Enforcement Assistance Agreement.

COUNCIL POLICY IMPLICATIONS

None

ADMINISTRATIVE POLICY IMPLICATIONS

None

COMMUNITY OUTREACH

None

BUDGET IMPLICATIONS

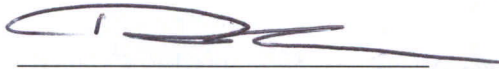
YES	NO	
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	X	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact 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/>




Darin Rouhier
CCSO Finance Manager



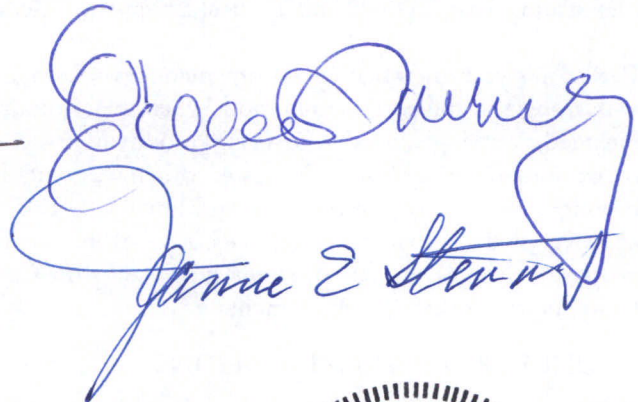
Michael Cooke
Clark County Undersheriff

Attachments: Mutual Law Enforcement Assistance Agreement (two originals)

APPROVED: 
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: Oct. 10, 2017

SR# 204-17



APPROVED: _____
Jim Rumpeltes, Interim County Manager

DATE: _____



BUDGET IMPACT ATTACHMENT

Part I: Narrative Explanation

I.A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
0001 / General Fund						
Total						

II. A – Describe the type of revenue (grant, fees, etc.)

Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
0001 / General Fund							
Total							

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual (Internal Services)						
Supplies/Equipment						
Travel/Training						
Overtime						
Capital Outlays						
Inter-Agency Transfers						
Debt Service						
Total						

COUNTY MANAGER ACTION\RECOMMENDATION

By: Jim Rumpeltes
Date:
SR Number:

REQUESTED ACTION: Approve an updated Mutual Law Enforcement Assistance Agreement for SW Washington Regional Special Weapons and Tactics (SWAT)/Hostage Negotiating Team (HNT)/Tactical Emergency Medical Services (TEMS).

COUNTY MANAGER RECOMMENDATION:

Action	Conditions	Referral to council?
<i>Approval\denial</i>	<i>Enter conditions or requests here</i>	<i>Yes\No</i>

Jim Rumpeltes
County Manager

DISTRIBUTION

MUTUAL LAW ENFORCEMENT ASSISTANCE AGREEMENT

SOUTHWEST WASHINGTON REGIONAL S.W.A.T./NEGOTIATING TEAM / TACTICAL
EMERGENCY MEDICAL SERVICES

Battle Ground Police Department, Camas Police Department, Clark County Sheriff's Office,
La Center Police Department, Ridgefield Police Department, Vancouver Police Department,
Washougal Police Department and Washington State University

THIS MUTUAL LAW ENFORCEMENT ASSISTANCE AGREEMENT is entered into by and between the undersigned parties on behalf of their respective law enforcement agencies in order to provide for the creation and administration of the Southwest Washington Regional (SWWR) Special Weapons and Tactics team (SWAT), Tactical Emergency Medical Support team (TEMS) SWAT K9, and Crisis Negotiating Teams (CNT).

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 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. Effective Date and Duration

- 1.1. This Agreement shall be effective from the date the Agreement is executed by at least two parties and shall remain in force and effect for period of (2) years. Thereafter, the parties, by prior mutual agreement in writing, may extend the Agreement, in which case the Agreement shall renew automatically on the 1st day of each following January thereafter unless terminated in accordance with the provisions of section 11 of this Agreement. The parties acknowledge that some of the above-mentioned provisions conflict or may conflict with the terms of the Master Agreement. All parties intend that the effective date and term of this agreement shall govern.

2. Purpose and Function

- 2.1. The purpose of this Agreement is to provide for the creation and administration of a single, functionally consolidated Southwest Washington Regional S.W.A.T. Team ("SWWR SWAT"), including SWAT K9, Tactical Emergency Medical Support Team ("TEMS"), and Crisis Negotiating Team ("CNT"), as is authorized by RCW 39.34 and RCW 10.93, and in conjunction with the Master Agreement between the parties.

3. Organization

- 3.1. No separate legal or administrative entity is created by this Agreement and this Agreement does not effect the organization of functions of the parties except as provided below.

4. SWWR SWAT

4.1. Team Structure:

- 4.1.1. The Vancouver Police Department is the host agency for SWWR SWAT and commits a full time sergeant position for the administration and supervision of the SWWR SWAT Team.
- 4.1.2. Lieutenants/Commanders from both VPD and CCSO will share team organizational command.
- 4.1.3. The Team Leader of the SWWR SWAT will be jointly decided upon by the assigned CCSO and VPD SWWR SWAT Commanders.
- 4.1.4. The SWWR SWAT unit should consist of ten (10) officers and (1) Commander from Clark County Sheriff's Department and (10) officers and (1) Lieutenant from Vancouver Police Department. Four (4) additional positions will be designated as "floating positions," two (2) of which will be dedicated to small agencies who have a candidate. The other two floating positions, as well as the two dedicated small agency positions if not filled, may be occupied by any sworn personnel of any participating agency. When subsequent attrition occurs in the SWWR SWAT Team, such vacancies shall be filled based on a mutually agreed to and managed selection process.
- 4.1.5. Incident command shall be the responsibility of the agency of jurisdiction in which the incident occurs. The agency of jurisdiction may delegate incident command responsibility to a command officer from another agency but will still be required to provide a liaison to the designated Incident Commander for the duration of the event.
- 4.1.6. SWWR SWAT manual and procedures will be standardized and agreed to by all participating agencies. Each participating agency understands that SWWR SWAT, when activated in their respective jurisdictions, will act per the SWWR SWAT Operations Manual.
- 4.1.7. Except as provided herein, all personnel are deemed to be continuing employment for their respective employers when activated as members of the functionally consolidated SWWR SWAT unit.

- 4.1.8. Tactics used by the SWWR SWAT unit will be tactics generally recognized as viable tactical options by the Washington State Criminal Justice Training Commission, the Washington State Tactical Officers Association, the National Tactical Officers Association, or the International Association of Chiefs of Police or by other reputable sources.
 - 4.1.9. Tactics used by the SWWR SWAT unit should be approved by the Incident Commander of the incident at hand.
 - 4.1.10. Maintenance of all SWWR SWAT equipment will remain the responsibility of the agency which provided it (refer to Appendix B for the list of equipment otherwise maintained through this Agreement's equipment repair and replacement schedule).
- 4.2. Team Composition:
- 4.2.1. The minimum length of assignment shall be three years. The participating departments may allow for longer (6+ years) assignments for specialty positions that require a high level of training and expertise. Due to the amount of training and expertise that is needed to be proficient in certain areas, it is recommended that each department designate SWAT as a long-term assignment.
 - 4.2.2. Seniority will be based by the entry date of each member into the specialized combined unit. In the event that unit members entered the unit on the same date, their seniority will be based on their hire date with their respective department.
 - 4.2.3. Criteria for application to the SWWR SWAT component are as follows:
 - 4.2.3.1. Must be off of probation in their current agency of employment, and have the approval the head of the agency.
 - 4.2.3.2. The selection process for SWAT will be conducted per the specialty assignment selection process policy of the host agency, in accordance with applicable state and federal law, and as documented in the SWAT Operations Manual.
 - 4.2.3.3. Once selected, new SWAT team members must complete the training requirements as mandated by the SWWR SWAT Operations Manual.
 - 4.2.3.4. A test will be conducted when a vacancy occurs. A list of qualified candidates will be eligible for appointment for the length of six months.
 - 4.2.3.5. The Sheriff and Vancouver Police Chief will review the selection and authorize the appointment of a new member to the SWWR SWAT team.

5. Crisis Negotiating Teams

- 5.1. The Crisis Negotiating Team (CNT) should consist of five (5) officers from the Clark County Sheriff's Office Enforcement Branch and five (5) officers from the Vancouver Police Department. Two (2) additional positions will be dedicated to small agencies that have a candidate, and two (2) additional positions will be offered to the Clark County Jail for training purposes. If any of the positions are not filled, they may be occupied by any sworn personnel of any participating agency.
- 5.2. The selection process for CNT will be conducted per the specialty assignment selection process policy of the host agency, in accordance with applicable state and federal law, and as documented in the CNT Operations Manual.
- 5.3. Once selected, new CNT team members must complete a Basic Negotiator Training Course within one year and must comply with all other requirements as mandated by the CNT Operations Manual.
- 5.4. Lieutenants/Commanders from both VPD and CCSO will share organizational command.

6. Tactical Emergency Medical Support Team

- 6.1. The regional TEMS unit will consist of up to eight (8) medics. Three (3) positions will be specifically assigned to the Vancouver Police Department and three (3) positions will be specifically assigned to the Clark County Sheriff's Office. Two (2) additional positions will be dedicated to small agencies who have a candidate. If any of the positions are not filled, they may be occupied by any sworn personnel of any participating agency. A Team Leader and Assistant Team Leader will be identified by SWAT Command.
- 6.2. The selection process for TEMS will be conducted per the specialty assignment selection process policy of the host agency, in accordance with applicable state and federal law, and as documented in the TEMS Operations Manual.
- 6.3. Once selected, new TEMS team members must complete required training as mandated by the TEMS Operations Manual.
- 6.4. TEMS unit members may be supported by approved volunteers for the purpose of training, logistics and medical liaison as outlined in the TEMS Operations Manual.
- 6.5. Lieutenants/Commanders from both VPD and CCSO will share organizational command.

7. SWAT K9 Handlers

- 7.1. The SWWR SWAT K9 cadre will consist of three canine teams. One position from Vancouver Police Department, one from Clark County Sheriff's Office and one will be dedicated to small agencies that have a K9 team. If any of the positions are not filled, they may be occupied by any sworn K9 team of any participating agency.
- 7.2. The selection process for SWAT K9 will be conducted per the specialty assignment selection process policy of the host agency, in accordance with applicable state and federal law, and as documented in the SWAT Operations Manual.
- 7.3. Once selected, new SWAT K9 team members must complete required training as mandated by the SWWR SWAT Operations Manual.

8. Metro Explosive Disposal Unit (MEDU)

- 8.1. Members of MEDU are highly trained and properly equipped responders in order to assist SWWR SWAT in training and deployments.
- 8.2. MEDU response and practices will correspond with the Metropolitan Explosive Disposal Unit Mutual Law Enforcement Agreement.
- 8.3. When members of MEDU are deployed with SWAT in a support role, MEDU reports to SWAT Command.

9. Budget, Finance and Insurance

- 9.1. Notwithstanding any contrary provisions of the Master Agreement between parties, the parties agree to budget and finance provisions for costs incurred by or in connection with the operations of the consolidated SWWR SWAT as follows:
- 9.2. For purposes of budget and finance, the Vancouver Police Department shall act as the host Agency.
- 9.3. "SWWR SWAT" as used in this section regarding the budget and finance provisions of this MOU refers to the combined units of the SWWR SWAT (including SWAT K9, CNT and TEMS).
- 9.4. The City of Vancouver will establish a single SWWR SWAT operational budget. All direct SWWR SWAT costs including, supplies, services, equipment and training costs, vehicle insurance and equipment replacement costs for the vehicles utilized exclusively for SWAT operations, will be expensed from the Vancouver Police Department SWWR SWAT budget.

- 9.5. Any insurance purchased to cover vehicles or equipment used by SWAT will name the other participating jurisdictions as “additional insureds.”
- 9.6. The host agency shall maintain a tracking of direct and other costs, such as overtime by the participating agencies. All SWAT related costs (as defined in Appendix A) to include staffing backfill will be tracked and reported. For the purpose of this agreement, regular salaries (on duty, straight time) shall not be tracked or considered part of SWWR SWAT services. Non-labor and overtime costs will be calculated as provided in Appendix A to this Agreement. In all other respects, this Agreement shall be governed by the Financial Administration provisions of the Master Agreement between the parties.
- 9.7. The host agency will bill each participating agency quarterly or annually as requested by the billed agency. Annual billing will be completed by January 31st for that year and the quarterly billing will be completed by the end of the following month of the quarter of that year.
- 9.8. The host agency will provide an operations and equipment replacement program to the respective agencies by the November Law Enforcement Council (LEC) meeting each year.
 - 9.8.1 Equipment primarily utilized by SWWR SWAT (including SWAT K9, CNT and TEMS) purchased with the intent to be maintained during its life-expectancy, and replaced at the end of its usefulness will be agreed upon by LEC prior to being included to account for ER&R budgeting.
 - 9.8.2 If a party wishes to purchase equipment to be utilized by SWWR SWAT (including SWAT K9, CNT and TEMS), and LEC does not approve the equipment to be included in the ER&R budget, LEC will decide if it is to be purchased through the SWAT budget. If LEC decides to not share in the cost for the purchase, the party wishing to purchase the equipment can do so at its own expense.
- 9.9. Participating agencies agree to leave any monies left over from that calendar year in the SWWR SWAT Fund balance set up by the host agency, which will be held in the account to supplement/augment SWWR SWAT organizational operations with the approval of LEC.
- 9.10. Emergency expenses outside the parameters of the approved budget can be approved after the fact, but limited to operational necessity (i.e., supplies related to a SWWR SWAT operation not accounted for in the ER&R).
- 9.11. The parties acknowledge that some of the above-mentioned budget and finance provisions conflict or may conflict with the terms of the Master Agreement. All parties intend that the budget and finance provision contained herein shall govern the activities of SWWR SWAT (including SWAT K9, CNT and TEMS).

10. Policy Development and Review

- 10.1. The host agency will coordinate the development of SWWR SWAT Operations Manual, subject to review by all participating agencies.
- 10.2. Following changes or updates, the host agency shall forward copies of all SWWR SWAT Operations Manual to all participating agencies.

11. Termination and Disposition of Property

- 11.1. During 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.
- 11.2. Upon termination of this agreement and the disbandment of the SWWR SWAT Team, SWAT K9, CNT and/or TEMS, member agency property, including vehicles, equipment and Class C low explosives shall belong to the party who provided or paid for them. Jointly purchased items will be distributed between the Clark County Sheriff's Office and the Vancouver Police Department. The parties acknowledge that some of the above-mentioned provisions conflict or may conflict with the terms of the Master Agreement. All parties intend that the provisions contained herein concerning termination and disposition of property shall govern.

12. Amendments

- 12.1. This MOU may only be changed, modified, or amended upon the unanimous written approval of all the parties.

13. Choice of Law

- 13.1. The parties agree that, in connection with their activities under this MOU, they shall comply with all applicable federal, state and local laws or regulations and, further, that this MOU shall be construed according to the laws of the State of Washington.

APPENDIX A

For the purpose of developing an annual agency contribution toward SWAT, the total current non-labor related costs that include operating supplies, communications, protective clothing, equipment, departmental overhead, training, rentals, and miscellaneous costs will be allocated to each participating agency by blending 50% of each agency's percentage of population calculated using the total of all participating agencies as a base, per the most recent Washington OFM numbers and 50% of each agency's calls for service calculated using the total of all participating agencies as a base, as accounted for by CRESA averaged over the most recent two years.

Each agency's participating team members will be defined as one (1) full-time member if assigned to the team for more than 50% of the calendar year. Commanders will not be included as team members for this count. Team members are defined as members of SWAT, SWAT K9, Tactical Emergency Medical Support Team (TEMS), Crisis Negotiating Team (CNT), SWAT Command and Metro Explosive Disposal Unit (MEDU). The membership data will use the most recent years total members (i.e., 2014 members will be used to calculate the 2016 data).

Each agency with participating members shall track the overtime and comp-time costs associated with missions, outreach, call-outs, training and patrol backfill for staff. The overtime costs are to be calculated using the most recent years total actual overtime costs for all team members (i.e., 2014 overtime actual costs will be used to calculate the 2016 base billing). Overtime and comp-time costs will include wage-driven benefits only. Wage-driven benefits will be applied at the rate when the overtime and comp-time occurred (i.e., 2014 overtime actual costs will use 2014 benefit costs). Each agency will have to provide supporting information for the costs to the Host Agency annually after the closure of the year.

A second calculation will be done using an agency's actual overtime and comp-time costs incurred as described above and applied as a credit toward the billed overtime. The amounts from the non-labor related budget and the overtime actual costs will be combined to establish the current base year billings. Should the calculation result in a credit for any agency, that agency will have the credit applied to future years' billings.

A sample calculation is shown on Appendix B.

Billing for participation of non-population based entities (i.e., WSU) and for non-participating agencies will be negotiated on an individual basis. Any additional income derived from any of these agencies will be used to offset participating agency's costs.

EXECUTED on the day and year first written below.

CITY OF BATTLE GROUND, WASHINGTON

City Manager

Date: _____

Approved as to form:

Clerk

City Attorney

Address for Notice:

Bob Richardson, Police Chief
Battle Ground Police Department
City of Battle Ground
507 SW 1st Street
Battle Ground, WA 98604

EXECUTED on the day and year first written below.

CITY OF CAMAS, WASHINGTON

Mayor

Date: _____

Approved as to form:

Clerk

City Attorney

Address for Notice:

Mitch Lackey, Police Chief
Camas Police Department
City of Camas
2100 N.E. 3rd Avenue
Camas, WA 98607

EXECUTED on the day and year first written below.

CLARK COUNTY SHERIFF

Board of County
Commissioners, Clark Co., WA

Chuck Atkins
Chuck Atkins, Sheriff

Marc Boldt, Chair

Date: 9-26-17

Jeanne E. Stewart
Jeanne E. Stewart, Councilor

Julie Olson
Julie Olson, Councilor

John Blom, Councilor

Eileen Quiring
Eileen Quiring, Councilor

Approved as to form
Tony Golik
Prosecuting Attorney

ATTEST:

Jane E. Vetto
Senior Deputy

Rebecca J. Fitch
Clerk to the Board

Address for Notice:
Chuck Atkins, Sheriff
Clark County Sheriff's Office
Post Office Box 410
Vancouver, WA 98666



EXECUTED on the day and year first written below.

CITY OF LA CENTER, WASHINGTON

Mayor

Date: _____

Approved as to form:

Clerk

City Attorney

Address for Notice:

Marc E. Denney, Police Chief
La Center Police Department
214 E. 4th
La Center, WA 98629

EXECUTED on the day and year first written below.

CITY OF RIDGEFIELD, WASHINGTON

City Manager

Date: _____

Approved as to form:

Clerk

City Attorney

Address for Notice:

John Brooks, Police Chief
Ridgefield Police Department
City of Ridgefield
115 N. 3rd Avenue
Ridgefield, WA 98642

EXECUTED on the day and year first written below.

CITY OF VANCOUVER, WASHINGTON

City Manager

Police Chief

Date: _____

Approved as to form:

Clerk

City Attorney

Address for Notice:

James P. 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.

CITY OF WASHOUGAL, WASHINGTON

Mayor

Date: _____

Approved as to form:

Clerk

City Attorney

Address for Notice:

Ron Mitchell, Police Chief
Washougal Police Department
City of Washougal
1400 A Street
Washougal, WA 98671

EXECUTED on the day and year first written below.

WASHINGTON STATE UNIVERSITY, WASHINGTON

Recommended by

Campus Executive Officer and Dean

Date: _____

Approved

Associate Vice President, Business Affairs

Address for Notice:

Lynn Valenter
Director of Finance and Operations
Washington State University Vancouver
14204 NE Salmon Creek Avenue
Vancouver, WA 98686