

SH 09-13

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) and Hostage Negotiating Teams.

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 a 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 paragraph 9. 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"), Tactical Emergency Medical Support Team ("TEMS"), and to incorporate therein the existing Hostage Negotiating Units into a Hostage Negotiating Team ("HNT"), 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 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 qualified 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.
- 4.1.2. 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. The SWWR SWAT Sergeant serves as the Team Leader.
- 4.1.3. If a current member of SWWR is transferred between participating agencies, the transferred member shall only be ensured of continued membership as long as performance is maintained to the satisfaction of the receiving agency and the receiving agency has a vacancy for the transferred SWWR SWAT Team member. The receiving agency may suspend the transferring members SWWR SWAT duties for a period of time to accommodate field training or other transitional requirements. The transfer shall create an opening on the team in the transferring agency.
- 4.1.4. Lieutenants/Commanders from both VPD and CCSO will share team organizational command.
- 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. Distraction devices, gas munitions, and entrance explosives will be stored and handled per department policies.
- 4.1.7. SWWR SWAT equipment should be standardized.

- 4.1.8. SWWR SWAT policies 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 policy.
 - 4.1.9. 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.
 - 4.1.10. Tactics used by the SWWR SWAT unit will be tactics generally recognized as viable tactics by the Washington State Criminal Justice Training Commission, Washington State Tactical Officers Association, National Tactical Officers Association, and International Association of Chiefs of Police or by other reputable sources.
 - 4.1.11. Tactics used by the SWWR SWAT unit shall be approved by the Incident Commander of the incident at hand.
 - 4.1.12. Maintenance of all SWWR SWAT equipment will remain the responsibility of the agency which provided it.
- 4.2. Team Composition:
- 4.2.1. Any open slots that are directly allotted to a specific department will be open for competition to members of the designated departments. If there are no qualified applicants, participating departments may have officers compete to fill vacancies.
 - 4.2.2. To compete for these slots all officers who wish to apply will submit a resume and letter of recommendation from their current supervisor with approval of department head.
 - 4.2.3. The minimum length of assignment shall be two 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 assign some officers long-term to the SWWR SWAT team.
 - 4.2.4. 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.
 - 4.2.5. Criteria for application to the SWWR SWAT component are as follows:
 - 4.2.5.1. Must have at least three (3) years experience as a sworn officer within any certified law enforcement agency and be off of probation in their current

agency of employment. Non-probationary officers transferring from other participating agencies will be exempt from the probationary restriction.

- 4.2.5.2. Submit a resume to the SWWR SWAT Team Leader listing any qualifications to consider.
- 4.2.5.3. Pass the current physical agility test; complete a VPD standard firearms qualification with a minimum of 85%; successfully complete practical scenarios and a background check.
- 4.2.5.4. Attend oral interview board comprised of SWWR SWAT personnel (Team Commander or Leader and at least two other team members) and an outside participating agency representative.
- 4.2.5.5. Once selected, new team members must complete the Washington State Criminal Justice Training Academy Basic SWAT Training Course within one year and must comply with all other requirements as mandated by SWWR SWAT.
- 4.2.5.6. The list of candidates for the team vacancy will be created as vacancies occur, and will be used to fill only current positions available. A new list will be created each time a SWWR SWAT opening exists.
- 4.2.5.7. The Sheriff and Vancouver Police Chief will review the selection and authorize the appointment of a new member to the SWWR SWAT team.

5. Hostage Negotiating Teams:

- 5.1. The Clark County Sheriff's and Vancouver Police Department's Hostage Negotiator Units will functionally consolidate with the Vancouver Police Department as host agency. The unit shall be known as the Hostage Negotiating Team ("HNT") and should consist of five (5) officers from the Clark County Sheriff's Office and five (5) officers from the Vancouver Police Department. Two (2) additional positions will be dedicated to small agencies that have a qualified candidate. If any of the positions are not filled, they may be occupied by any sworn personnel of any participating agency.
- 5.2. The combined unit will initially consist of an "A" Team and a "B" Team, with each team comprised of one (1) Team Leader and four (4) Team members.
- 5.3. When attrition occurs on either the "A" or "B" team, the subsequent vacancy(ies) shall be filled based upon a mutually agreed to and managed selection process.
- 5.4. If a current member of the HNT is transferred between participating agencies, the transferred member shall only be ensured of continued membership as long as performance is maintained to the satisfaction of the receiving agency and the receiving agency has a vacancy for the transferred HNT member. The receiving

agency may suspend the transferring members HNT duties for a period of time to accommodate field training or other transitional requirements. The transfer shall create an opening on the team in the transferring agency.

- 5.5. 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 Department. Two (2) additional positions will be dedicated to small agencies who have a qualified 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 TEMS Command. The Vancouver Police Department will be the host agency.
- 6.2. If a current member of TEMS is transferred between participating agencies, the transferred member shall only be ensured of continued membership as long as participation is supported by the receiving agency and the receiving agency has a vacancy for the transferred TEMS unit member. The receiving agency may suspend the transferring member's TEMS duties for a period of time to accommodate field training or other transitional requirements. The transfer shall create an opening on the team in the transferring agency.
- 6.3. TEMS unit members may be supported by approved volunteers for the purpose of training, logistics and medical liaison.
- 6.4. Lieutenants/Commanders from both VPD and CCSO will share organizational command.

7. Budget and Finance:

- 7.1. 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, in the following particulars:
- 7.2. For purposes of budget and finance, the Vancouver Police Department shall act as the host Agency.
- 7.3. "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, the HNT and TEMS.

- 7.4. The City of Vancouver will establish a single SWWR SWAT operational budget. All direct SWWR SWAT costs including, supplies, services, equipment and training costs, will be expensed from the Vancouver Police Department SWWR SWAT budget.
- 7.5. The host agency shall 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 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.
- 7.6. 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.
- 7.7. The host agency will provide an operations and equipment replacement program to the respective agencies by the November LEC meeting each year.
- 7.8. Participating agencies agree to leave any monies left over from that calendar year in the SWWR SWAT Operational Budget 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.
- 7.9. Emergency expenses outside the parameters of the approved budget can be approved after the fact, but limited to operational necessity (i.e. additional overtime or supplies related to a SWWR SWAT operation).
- 7.10. 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, HNT and TEMS.

8. Policy Development and Review.

- 8.1. The host agency will coordinate the development of SWWR SWAT policies, subject to review by all participating agencies. At a minimum, such policies shall address:
 - 8.1.1. Special Procedures
 - 8.1.2. Munitions Storage Policy
 - 8.1.3. Diversionary Device Use and Deployment
 - 8.1.4. Firearms Qualification Standards

8.1.5. Minimum Training Requirements

8.1.6. Explosive Breaching

8.2. Following policy ratifications, the host agency shall forward copies of all SWWR SWAT policies to all participating agencies.

9. Termination and Disposition of Property.

9.1. 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.

9.2. Upon termination of this agreement and the disbandment of the SWWR SWAT Team, HNT 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.

10. Amendments.

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

11. Choice of Law.

11.1. 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

The total current non-labor related costs that include Operating Supplies, Communications, Departmental Overhead (Interdepartmental overhead will not be billed since the department would incur that cost whether or not SWWR SWAT existed), Training, Rentals, and Miscellaneous costs will be based on population of each participating agency. An Agency's percentage of population is calculated using the total of all participating agencies as a base, per the most recent Washington OFM numbers.

The overtime costs are to be calculated using the most recent years total actual overtime costs (i.e. 2006 overtime actual costs to calculate 2008 base billing). The actual year's overtime cost will then be increased to show estimated inflation amounts for the billable year. Overtime will be distributed based on the total population of the participating agencies as a base per the most recent Washington OFM numbers. A second calculation will be done using an agency's number of SWWR SWAT team members in relation to the total number of team members of the participating agencies as a base. This second calculation will be used as a credit toward the billed overtime.

The amounts from the non-labor related costs and the overtime costs will be combined to establish the current base year billings.

Billing for participation of non-population based entities (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

SIGNATURE ON FILE

City Manager

Date:

July 22 08

SIGNATURE ON FILE

Acting Clerk

Approved as to form:

SIGNATURE ON FILE

City Attorney

Address for Notice:

James McDaniel, 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

SIGNATURE ON FILE

Mayor

Date: 10/7/08

SIGNATURE ON FILE

Clerk

Approved as to form:

SIGNATURE ON FILE

City Attorney

Address for Notice:

Mitch Lackey, Chief of Police
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

SIGNATURE ON FILE

Garry E. Lucas, Sheriff

Date: 1/12/2009

Approved as to form
ARTHUR D. CURTIS
Prosecuting Attorney

SIGNATURE ON FILE

~~Senior~~ Deputy Prosecuting Attorney
Gene A. Pearce

Address for Notice:

Garry E. Lucas, Sheriff
Clark County Sheriff's Office
Post Office Box 410
Vancouver, WA 98666

Board of County
Commissioners, Clark Co., WA
SIGNATURE ON FILE

Marc Boldt, Chair

Steve Stuart, Commissioner

Thomas Mielke, Commissioner

ATTEST:

SIGNATURE ON FILE

Clerk to the Board

EXECUTED on the day and year first written below.

CITY OF LA CENTER, WASHINGTON

SIGNATURE ON FILE

Mayor

Date:

07/09/08

SIGNATURE ON FILE

Clerk

Approved as to form:

SIGNATURE ON FILE

City Attorney

Address for Notice:

Tim Hopkins, 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

SIGNATURE ON FILE

City Manager

Date: 7/23/2008

SIGNATURE ON FILE

Clerk

Approved as to form:

SIGNATURE ON FILE

City Attorney

Address for Notice:

Carrie Greene, 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

SIGNATURE ON FILE

City Manager

SIGNATURE ON FILE

Police Chief

Date: 1-16-09

SIGNATURE ON FILE

Clerk

Approved as to form:

SIGNATURE ON FILE

City Attorney

Address for Notice:

Clifford Cook, Police Chief
Vancouver Police Department
City of Vancouver
P.O. Box 1995
Vancouver, WA 98668

EXECUTED on the day and year first written below.

MUTUAL LAW ENFORCEMENT ASSISTANCE AGREEMENT REGIONAL S.W.A.T. / NEGOTIATING
TEAM / TEMS

1 /2008

Page 14 of 16

CITY OF WASHOUGAL, WASHINGTON

SIGNATURE ON FILE

Mayor

Date: 8/1/08

SIGNATURE ON FILE

Clerk

Approved as to form:

City Attorney

Address for Notice:

Cam Hershaw, 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