

MUTUAL LAW ENFORCEMENT ASSISTANCE AGREEMENT

CANINE UNIT TRAINING

Clark County Sheriff's Office & Vancouver Police Department

THIS MUTUAL LAW ENFORCEMENT ASSISTANCE AGREEMENT ("Agreement" herein), is made and entered into by and between Clark County Sheriff's Office, ("Sheriff" herein) and the City of Vancouver, Washington, (hereinafter "City"), to provide training, inspection, and assessment of one City K-9 team consisting of one police service dog and the handler.

This Agreement is subject to all terms and conditions of the Master Interlocal Mutual Law Enforcement Assistance Agreement ("Master Agreement") executed in 2001 by the parties and recorded by the Clark County Auditor under 3201857, except as expressly provided herein.

RECITALS

WHEREAS, the City desires to engage Sheriff to perform, and Sheriff agrees to undertake, carry out and complete certain personal services as hereinafter set forth:

NOW, THEREFORE, the parties agree as follows:

I. PARTIES TO THE AGREEMENT.

The parties to the Agreement are:

- | | | |
|----|---------|---|
| A. | Sheriff | Clark County Sheriff
707 W. 13 th Street
Vancouver, WA 98666 |
| B. | City | City of Vancouver
P.O. Box 1995
Vancouver, WA 98668-1995 |

II. EFFECTIVE DATE AND DURATION.

This Agreement shall become effective as of the date set forth on which the last of the parties, whether Sheriff or City, executes said Agreement, and shall be operative from June 04, 2007 until completion of the Work set forth in Paragraph V, below, or termination as set forth in Paragraph IX, below. Any acts made consistent with the authority and prior to the effective date of this Agreement are hereby ratified and confirmed.

III. PURPOSE AND FUNCTION.

The purpose of this Agreement is to provide training, inspection, assessment, and as appropriate, certification of one City K-9 team consisting of one police service dog and the handler by the Sheriff.

IV. ORGANIZATION.

No separate legal or administrative entity is created by this Agreement and this Agreement does not effect the organization or functions of the parties, except as specifically provided for herein.

V. DESCRIPTION OF WORK.

The City hereby engages Sheriff, and Sheriff accepts such engagement, to provide the following:

1. Four hundred (400) hours of training, inspection and assessment of one Police Service Dog and the handler owned by the City, commencing June 04, 2007, and continuing over approximately ten weeks thereafter; and
2. Two Hundred (200) hours of Narcotics Cross training, inspection and assessment of one working Police Service Dog and the handler owned by the City, commencing June 04, 2007, and continuing over approximately 24 weeks thereafter; and
3. As appropriate, certification of Police/Narcotics Detection Service Dog team, belonging to the City at the conclusion of said training.

Sheriff shall provide the following deliverables to the City:

Training, inspection, assessment and, as appropriate, certification of Police Service Dog as identified above. Sheriff, through Deputy Sheriff Ed Bylsma, shall perform and complete, in a manner satisfactory to the City, all work and services set forth herein. The City through its representative shall have the right to review and inspect the work during the course of its performance at such times, as may be specified by the Representative.

VI. COMPENSATION, COSTS, AND METHOD OF PAYMENT.

A. PAYMENT SCHEDULE.

1. The City agrees to pay Sheriff not more than \$7,000.00 for the performance of services described above, upon submission of invoice by Sheriff to City. Progress billings will be remitted to the City upon completion of services described in Section V.

2. The Sheriff shall maintain a record of time expended including the activities undertaken on behalf of the City pursuant to this Agreement.

3. The City shall have the right upon reasonable advance notice five (5) days to inspect Sheriff's time logs, and records.

B. COSTS AND EXPENSES.

1. Sheriff will provide the described training at its expense, PROVIDED, that the City will provide necessary facilities, logistical and personnel to support training, inspection and assessment, described above.

2. Sheriff shall be responsible for all other costs and expenses associated with activities undertaken pursuant to this Agreement. Such cost includes, but is not limited to, all costs of equipment provided by Sheriff, communications costs, all professional fees, all fines, licenses, bonds or taxes required of or imposed against Sheriff, and any other costs of doing business.

VII. OBLIGATIONS OF SHERIFF AND CITY.

A. Cooperation:

1. The Sheriff and the City agree to comply with each other's reasonable requests and to provide access to facilities, assets and personnel necessary for Sheriff to provide services under this Agreement.

2. Necessary facilities, assets and personnel include, but are not limited to, K-9 unit, including dog, handler and patrol vehicle.

VIII. REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICES.

The representatives of the parties who are primarily responsible for the administration of this Agreement, and to whom formal notices, demands and communications shall be given are as follows:

A. The principal representative of the Sheriff shall be:

Sheriff Garry Lucas or Commander Chuck Atkins
Clark County Sheriff's Office
707 W. 13th Street
Vancouver, WA 98666

B. The principal representative of the City shall be:

Clifford Cook, Chief of Police
Vancouver Police Department
605 E. Evergreen Blvd.
Vancouver, WA 98663

D. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be affected by personal delivery or mail, registered or certified, postage prepaid.

E. If the name of the principal representative designated to receive the notices, demands or communications, or the address of such person, is changed, written notice shall be given within five (5) working days of said change.

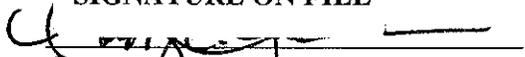
IX. TERMINATION OF CONTRACT.

The Master Agreement between the parties controls termination of this Agreement. Although no transfer or acquisition of property by or between the parties or any third party is provided by this Agreement, disposition of property furnished incidental to this Agreement shall be controlled by the Master Agreement between the parties.

SIGNATURES

CLARK COUNTY SHERIFF

SIGNATURE ON FILE


Garry E. Lucas
Title: Sheriff
Date Executed: 9/7/07

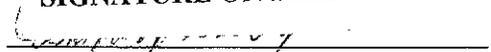
Approved as to form only:

SIGNATURE ON FILE

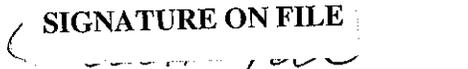
Dennis M. Hunter
Senior Deputy Prosecuting Attorney

CITY OF VANCOUVER

SIGNATURE ON FILE


Pat McDonnell
Title: City Manager
Date Executed: _____

Approved as to form only:

SIGNATURE ON FILE

Ted H. Gathe
City Attorney