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Clark County, WA 11/04/2010 01:56



RETURN ADDRESS

Clark County Sheriff's Office
707 W 13th St / PO Box 410
Vancouver, WA 98666

Please print neatly or type information
Document Title(s)

Mutual Law Enforcement Assistance Agreement - Regional Major Crimes
Team (RMCT)

Reference Numbers(s) of related documents:

SH 08-6

Grantor(s) (Last, First and Middle Initial)
Clark County Sheriff's Office
Battle Ground Police Department
Camas Police Department

Additional Reference #'s on page _____
Ridgefield Police Department
Vancouver Police Department
Washougal Police Department

Grantee(s) (Last, First and Middle Initial)

Same as Grantors

Additional grantors on page _____

Additional grantees on page _____

Legal Description (abbreviated form: i.e. lot, block plat or section, township, range, quarter/quarter)

To provide for the establishment and support of a Regional Major Crimes Team,

Additional legal is on page _____

Assessor's Property Tax Parcel/Account Number

N/A

Additional parcel #'s on page _____

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature of Requesting Party

MUTUAL LAW ENFORCEMENT ASSISTANCE AGREEMENT

SH 08-6

REGIONAL MAJOR CRIMES TEAM
(RMCT)

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

THIS MUTUAL AID LAW ENFORCEMENT ASSISTANCE AGREEMENT is entered into by and between the undersigned parties in order to provide for the establishment and support of a Regional Major Crimes Team, comprised of a call responsive investigative team. Except to the extent that this agreement provides an express condition to the contrary, all terms and provisions set forth in the Master Interlocal Mutual Law Enforcement Assistance Agreement previously executed by the parties are incorporated by reference and made part of this agreement.

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 first 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 the agreement is to provide for the cooperative and coordinated investigations of defined major crimes within Clark and Skamania Counties, as is authorized by RCW 39.34 and RCW 10.93.
3. **Definitions.**
 - a. "Major crime" means any of the following:
 1. Homicide
 2. Suspicious death
 3. Infant deaths
 4. Robberies with violent assaults
 5. Burglaries or home invasions with violent assaults
 6. Rapes
 7. Assault I with serious injuries
 8. Officer involved shootings
 9. Kidnap I (actual missing person)

- b. "Incident commander" means the Chief Law Enforcement Officer, or their designee, of the jurisdiction where the crime was committed.
 - c. "RMCT supervisors" means the designated sergeant or lieutenant of the Vancouver Police department detective unit or the designated sergeant or commander for the Clark County Sheriff's office detective unit.
 - d. "Investigative Team" means a contingent of specially trained and qualified detectives employed by participating agencies, assigned as members of the Regional Major Crimes Team, and tasked with responding to defined major crimes at the request of the participating agency with primary geographic or territorial jurisdiction.
 - e. "Primary jurisdiction" means the agency with primary territorial jurisdiction as defined in RCW 10.93.020. In the event that a major crime occurs in or across two or more territorial jurisdictions, primary jurisdiction may be assigned by agreement of the affected agencies.
 - f. "Regional Major Crimes Team" ("RMCT") means all investigators and supervisory personnel assigned by participating agencies to the team.
4. **Special Training.** In addition to the minimum training set forth below, the Regional Major Crimes Team shall undertake, on a regular and recurring basis, report writing, search warrant and arrest warrant affidavit training. The training will be provided by the member's parent agency and/or cost for such training will be paid by the member's agency.
5. **Activation of Regional Major Crimes Team.**
- a. **Activation.** Upon the commission of a crime that would qualify for the activation of the RMCT, the chief law enforcement officer of the agency with primary jurisdiction, or his or her authorized representative, is empowered to request assistance by notifying CRESA to summon contact with the RMCT supervisors. The RMCT supervisor for the incident will be determined by the jurisdiction where the incident occurs. Any incident that occurs within the city limits of Vancouver will be the responsibility of the Vancouver Police detective supervisor. Any incident outside of the Vancouver city limits will be the responsibility of the Clark County Sheriff's detective supervisor. The agency of jurisdiction incident commander and the RMCT supervisor will evaluate the situation, considering the need for and availability of tactical, forensic and support resources. The RMCT supervisor may activate the number of team members he or she feels is required to start the investigation. In doing so, the RMCT shall respond to its fullest ability without compromising the

ability and resources of member agencies to maintain a reasonable level of service within their own jurisdiction.

- b. **Supervision and Control.** The chief law enforcement officer of the agency with primary jurisdiction, or his or her authorized representative, shall act as the incident commander for the duration of the investigation and shall provide general support to the RMCT. The agency of jurisdiction investigation commander will coordinate RMCT activity with the RMCT supervisor to achieve mutually desired results. The RMCT supervisor shall retain full tactical authority to assign, deploy, or initiate action by RMCT personnel and may withdraw RMCT personnel or request that personnel from other agencies avoid or discontinue activities which, in his or her discretion, will compromise or hinder the effective performance of the RMCT.
 - c. **Media Relations.** The chief law enforcement officer of the agency with primary jurisdiction, or his or her authorized representative or public information officer, shall be responsible for media relations in a manner consistent with policies and procedures hereafter adopted in accordance with this agreement.
 - d. **Special Requests.** A participating agency may request that RMCT be activated for a crime that does not fit the listed definition of a major crime. The requesting agency will contact other participating agency command personnel who will evaluate the request and will make the decision if the team should be activated. If the requesting agency does not agree with a decision to not activate the team, the requesting agency chief may contact the host agency head to overrule the decision.
6. **Organization.** No separate legal or administrative entity is created by the RMCT agreement and this agreement does not effect the organization or functions of the parties, except as provided below:
- a. **Team Structure.** A minimum of two sergeants will be assigned to the team, one sergeant from the Clark County Sheriff's Office and one assigned from Vancouver Police Department and other participating agencies as long as assigned to agency units.
 - b. **Rotating Administrative Oversight.** Operational administration shall rotate yearly (between the Vancouver Police Department and the Clark County Sheriff's Office) to lead and host team trainings, (collect team data), organize monthly meetings and organize contacts with other groups. Individual agency cost analysis will be done by each participating agency.

- c. Assigned Investigators. A roster of assigned investigators will be prepared by the Clark County Sheriff's Office and the Vancouver Police Department, one or more assigned by the Chief of the Camas Police Department, and one or more each assigned at the sole discretion of the Chiefs of the Battle Ground, La Center, Ridgefield, Washougal and Washington State University Police Departments and the Skamania County Sheriff.
 - d. Selection of Team Members. Each participating agency shall have primary responsibility for the assignment of its personnel to the Regional Major Crimes Team. This agreement contemplates commitments of a recommended minimum of four (4) years to the investigative team. This interlocal agreement contemplates that the following minimum training requirements will be satisfied within 12 months of the initial assignment of personnel, at the expense of the assigning agency.
 - 1. Basic Homicide Investigation school; and
 - 2. Basic Reid Interviewing or equivalent.
 - 3. Willingness and ability to work as a team member;
 - 4. Good writing skills documented by sample reports;
 - 5. Demonstrated interest in investigations by report samples and work experience; and
 - 6. Ability to complete complex investigation in follow-up to the primary RMCT investigation.
 - e. Removal from RMCT. A member of the team may be recalled at any time by the member's employing agency.
 - f. Other Participation. Member departments may choose to contribute to the RMCT by supplying personnel other than investigators.
 - 1. Support staff may be provided to do transcription of tapes
 - 2. Uniformed personnel may be provided when needed to guard crime scenes or provide crime scene security
 - 3. Other types of personnel contribution can be negotiated with the host agency
7. **Budget and Finance.** The parties agree to budget and finance provisions for costs incurred by or in connection with the operations of the Regional Major Crimes Team (RMCT) in the following particulars:
- a. All costs shall be incurred by individual contributing agencies for the first three days of an investigation where the RMCT is activated. Agencies involved in a prolonged investigation, more than a three-day duration, will

meet and decide agency allocation of costs. Those agencies not in agreement with this decision may withdraw from the investigation.

- b. Each individual agency shall maintain a tracking of direct and other costs. This data shall be used to calculate a year-end cost of RMCT services.
 - c. Costs are to be calculated as spelled out in the Master Interlocal Mutual Law Enforcement Assistance Agreement.
8. **Policy Development and Review.** A policy group made up of a representative from each participating agency will coordinate the development of policies applicable to the Regional Major Crimes Team, subject to review and approval by all participating agencies. At a minimum, such policies shall address:
- a. Designation of agency of primary responsibility for each investigation;
 - b. Media relations;
 - c. Duration of RMCT activation ; and
 - d. Yearly review of the RMCT and this Agreement to determine if the unit is meeting the needs of the agencies involved and the community.

Following policy ratification, the policy group shall forward copies of all policies to all participating agencies for inclusion into their respective department manuals.

9. **Law Enforcement Planning Council (LEPC) responsibilities:**
- a. The LEPC is responsible for an annual review of the team's performance;
 - b. The LEPC is required to recommend policy changes and changes to the agreement to the LEPC. (ONLY changes to the agreement that do not affect an individual agencies staffing or resource allocation can be made to the agreement by an LEPC vote.)
 - c. Any changes to the policy of the RMCT shall be approved and ratified by a majority vote of the LEPC where two-thirds of the membership is present.
10. **Liability and Hold Harmless.** Liability and indemnification shall be as spelled out in the Master Interlocal Mutual Law Enforcement Assistance Agreement.
11. **Policy and Discipline.** Each officer assigned to the LEPC is required to follow the written policy of the agency which commissioned him or her as to their conduct as a law enforcement officer and the commissioning agency shall be

responsible for any disciplinary action to be taken against said individual for any breach of policy.

12. **Case Review.** Either the incident commander and/or the RMCT supervisor is responsible for reviewing all cases investigated by the RMCT and shall review all submittals to prosecuting authorities requesting charges. This requirement shall include, but not be limited to, reviewing all cases involving rape or sexual assault of a minor child to determine if case reports should be submitted to the prosecuting authority for charges.
13. **Dispute Resolution.** Any disputes that arise from the engagement of the major crimes team that cannot be resolved through the incident command, chain of command, shall be forwarded through to the Chief Law enforcement officer for the agency of jurisdiction and the Chief Law enforcement officer for the major crimes team.
14. **Termination and Disposition of Property.** Any party may terminate participation hereunder by providing 90 days prior written notice to the other parties.
15. **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.

CITY OF CAMAS, WASHINGTON

Paul D.

Mayor
Date: 9/24/10

Mitch Lackey

Police Chief
Date: 9/27/2010

John M. Dugan

Clerk

Approved as to form:
G. McKee

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



Garry E. Lucas, Sheriff

Date: 10/3/07

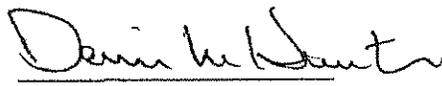
Steve Stuart, ~~Chair~~

Marc Boldt, Commissioner


Bettie Sue Morris, Commissioner *Chair*

Approved as to form:
ARTHUR D. CURTIS
Prosecuting Attorney

ATTEST:


Senior Deputy
Clerk to the Board

Address for Notice:

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

EXECUTED on the day and year first written below.

SKAMANIA COUNTY SHERIFF

BOARD OF COUNTY COMMISSIONERS,
Skamania County, Washington

Dave E. Brown, Sheriff

Robert Talent, Chair

Date: _____

Lawrence W. Quinn, Commissioner

Approved as to form:
PETER S. BANKS
Prosecuting Attorney

Al McKee, Commissioner

ATTEST:

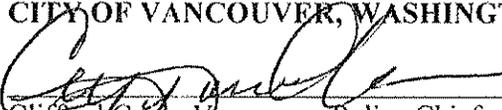
Clerk to the Board

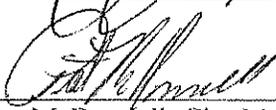
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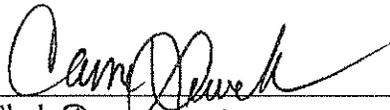
Dave Brown, Sheriff
Skamania County Sheriff's Office
Post Office Box 790
Stevenson, WA 98648

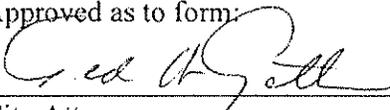
EXECUTED on the day and year first written below.

CITY OF VANCOUVER, WASHINGTON


Clifford Cook, Vancouver Police Chief
Date: 9-2-10


Pat McDonnell, City Manager
Date: 9-7-10

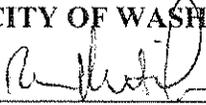

Clerk, Deputy City Clerk

Approved as to form:

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.

CITY OF WASHOUGAL, WASHINGTON



Ron Mitchell, Police Chief

Date: _____



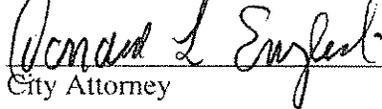
Mayor

Date: 10/18/10



Clerk

Approved as to form:



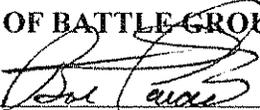
City Attorney

Address for Notice:

Ron Mitchell, Police Chief
Washougal Police Department
City of Washougal
1320 A Street
Washougal, WA 98671

EXECUTED on the day and year first written below.

CITY OF BATTLE GROUND, WASHINGTON



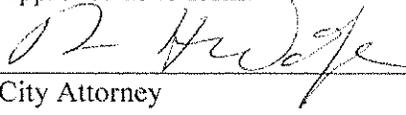
Robert Carden, Interim Chief of Police
Date: 7/21/2010



City Manager
Date: 7/20/10



Clerk

Approved as to form:


City Attorney

Address for Notice:
Robert Carden, Interim Chief of Police
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 RIDGEFIELD, WASHINGTON

Carrie Greene
Carrie Greene, Police Chief
Date: 7-8-10

[Signature]
City Manager
Date: 7/22/2010

[Signature]
Clerk

Approved as to form
[Signature]
City Attorney

Address for Notice:
Carrie Greene, Police Chief
Ridgefield Police Department
City of Ridgefield
116 North Main Avenue
Ridgefield, WA 98642

EXECUTED on the day and year first written below.

CITY OF LA CENTER, WASHINGTON

City Manager
Date: _____

Police Chief
Date: _____

Approved as to form:

Clerk

City Attorney

Address for Notice:
Tim Hopkin, Police Chief
La Center Police Department
City of La Center
105 W 5th Street
La Center, WA 98629

EXECUTED on the day and year first written below.

WASHINGTON STATE UNIVERSITY

Campus Dean and Executive Officer

Date: _____

Address for Notice:

Lieutenant
WSU Police Department
Washington State University
Vancouver
14204 NE Salmon Creek Avenue
Vancouver, WA 98686