

CLARK COUNTY STAFF REPORT

DEPARTMENT: Clark County Sheriff's Office

DATE: October 23, 2018

REQUESTED ACTION: Approve an updated Memorandum of Understanding (MOU) between the Washougal Police Department and the Clark County Sheriff's Office related to mutual aid services for the Jemtegaard Middle School and the Columbia Gorge Elementary School. Authorize the County Manager to sign.

 X Consent Hearing County Manager

BACKGROUND

Since 1999, The City of Washougal Police Department has contracted to respond to calls for service at Jemtegaard Middle School. Jemtegaard Middle School, located just east of Washougal, houses a large number of students. Due to the unique situations encountered in school environments and the number of requests for police service, Jemtegaard School officials requested their response for service to be provided by the Washougal Police Department.

With the growth of Washougal, a new elementary school (Columbia Gorge Elem. Sch.) has been added adjacent to Jemtegaard Middle School. Both of these schools remain in the jurisdiction of unincorporated Clark County. Washougal Police Department would like to provide police services to Columbia Gorge Elementary School too. The updated MOU accomplishes this and provides an increase in the annual compensation from \$10,000 to \$14,000 to account for the increased workload.

The Sheriff's Office recommends approval of the attached Memorandum of Understanding.

COUNCIL POLICY IMPLICATIONS

None

ADMINISTRATIVE POLICY IMPLICATIONS

None

COMMUNITY OUTREACH

None

BUDGET IMPLICATIONS

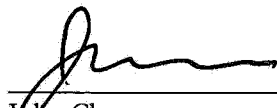
YES	NO	
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	X	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact 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	None
Grant Fund Dollar Amount	None
Account	General Fund
Company Name	N/A

DISTRIBUTION:

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



John Chapman
Chief Criminal Deputy



Michael Cooke
Clark County Undersheriff

Attachments:

Memorandum of Understanding - Washougal Police Department - Clark County Sheriff's Office
Jemtegaard Middle School and Columbia Gorge Elementary School – Mutual Aid Agreement

APPROVED:

Clark County, Washington
Clark County Council

DATE: _____

SR# 171-18

APPROVED:


Shawn Hennessee, County Manager

DATE: 10-24-18

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

The agreement will increase the annual payment to the Washougal Police Department from \$10,000 to \$14,000. The Sheriff's Office is able to absorb the increase within existing budget capacity.

Part II: Estimated Revenues

Fund #/Title	Current Year		Next Year		Years beyond 2019	
	GF	Total	GF	Total	GF	Total
Total						

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

N/A

Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Year		Next Year		Years beyond 2019	
		GF	Total	GF	Total	GF	Total
Total							

III. B – Expenditure by object category

Fund #/Title	Current Year		Next Year		Years beyond 2019	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual (Internal Services)						
Supplies/Equipment						
Travel/Training						
Overtime						
Capital Outlays						
Inter-Agency Transfers						
Debt Service						
Total						

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John Chapman
Chief Criminal Deputy

Michael Cooke
Clark County Undersheriff

Attachments:

Interstate Mutual Law Enforcement Agreement

APPROVED: _____
Clark County, Washington
Clark County Council

DATE: 10-24-18

SR# 171-18

APPROVED: _____
Shawn Hennessee, County Manager

DATE: 10-24-18



Memorandum of Understanding

Washougal Police Department - Clark County Sheriff's Office Jemtegaard Middle School and Columbia Gorge Elementary School - Mutual Aid Agreement

Purpose

The Clark County Sheriff's Office and Washougal Police Department recognize the importance of entering into agreements to improve law enforcement response to emergency and urgent calls for service within the unincorporated areas around and adjacent to the city limits of Washougal.

Jemtegaard Middle School and Columbia Gorge Elementary School, located just east of the Washougal City limits, house a large number of students. Due to the unique situations encountered in school environments and the number of requests for police service, Jemtegaard and Columbia Gorge School officials need and appreciate the quick response for service which can be provided by the Washougal Police Department.

Therefore, to improve service to the community, the aforementioned agencies consent to an enhanced mutual aid agreement and exchange of services as contained herein and pursuant to RCW 39.34.

Enhanced Mutual Aid Response Area

Pursuant to this agreement, the enhanced mutual aid response area for the Washougal Police Department is limited to Jemtegaard Middle and Columbia Gorge Elementary Schools located at 35300 East Evergreen Blvd.

Financial Responsibilities

The Washougal Police Department will provide law enforcement services to Jemtegaard Middle and Columbia Gorge Elementary Schools at a flat rate fee of \$14,000 annually regardless of the number of calls for service. The City of Washougal shall invoice the Clark County Sheriff's Office bi-annually half the annual fee in July and December of each year. Unusual or extraordinary services shall be subject to negotiation between the parties.

Service Guidelines for Jemtegaard Middle and Columbia Gorge Elementary Schools

- The Washougal Police Department will respond to all calls for law enforcement service.
- Washougal Police Officers will make every reasonable effort to immediately resolve the situation to include the arrest of offender(s) and/or containment of the incident/scene.

- The Sheriff's Office will conduct all investigations which involve the completion or attempt of the following: homicide, assault 1, suicide, rape or any sexual exploitation of a minor, robbery and kidnap. *(The purpose for this is that such investigations may necessitate the dedication of many staff hours and responses.)*

Washougal Police Department - Services Provided

The Washougal Police Department will respond to all calls and conduct the necessary follow-up, excluding the aforementioned crimes, at Jemtegaard Middle and Columbia Gorge Elementary Schools.

The Washougal Police Department may utilize their discretion in responding to calls at Jemtegaard Middle and Columbia Gorge Elementary Schools when there are simultaneous calls for service within the City. If unable to respond to a call at Jemtegaard Middle or Columbia Gorge Elementary Schools, the Washougal Police Department will notify dispatchers at CRESA of the delay and if necessary, request that the Sheriff's Office respond to the call at Jemtegaard Middle or Columbia Gorge Elementary Schools.

The Washougal Police Department will be responsible to provide all personnel and equipment in order to provide service to Jemtegaard Middle and Columbia Gorge Elementary Schools.

The Washougal Police Officers shall cite criminal misdemeanors and gross misdemeanors offenses and issue all civil infractions, including traffic citations that occur at the schools under RCW's or Clark County Code. (Juvenile non-traffic will be referred to the Juvenile Prosecutor for disposition).

Effective Date, Duration and Termination

This Interlocal Agreement shall be effective January 1st of 2018, and shall continue in effect for one (1) year from such date and shall be automatically renewed for additional one (1) year periods, unless either party gives 30 days prior written notice of an intent to terminate the agreement. Further, this Interlocal Agreement may be terminated upon the request of any party, in writing, with thirty (30) days advance notice given to the other parties.

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:

This Interlocal Agreement shall be construed according to the laws of the State of Washington; and

Any controversy between the parties arising under this Interlocal Agreement or out of work performed under this Interlocal Agreement or involving shall be submitted to mediation as agreed to between the parties. Any issues not fully and finally resolved by mediation shall be filed in the Superior Court of Washington, in and for the County of Clark.

It is further understood that a variety of issues may arise from policing Jemtegaard Middle and Columbia Gorge Elementary Schools. Various members from each agency may find it necessary to discuss those issues, as may be necessary, and final resolution of those issues shall be between the chief executive officers of each agency.

Hold Harmless – Indemnification

Any liability or claim which arises out of exercise of alleged authority by an officer acting within the course and scope of his or her duties as a peace officer under this memorandum of understanding shall be the responsibility of the officer's primary commissioning agency, as that term is employed and defined in RCW 10.93.020(8), unless the officer acts under the direction and control of the other party or parties hereto.

Furthermore, the City of Washougal shall indemnify and hold harmless Clark County and the Clark County Sheriff's Office, their employees, elected officials, agents and successors for (m)any claim(s) made by a third party or parties related to said training, instruction or written materials.

DATED this _____ day of _____, 2018.

CITY OF WASHOUGAL

By: _____
Mayor

ATTEST:

City Clerk

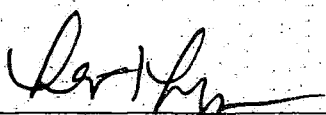
APPROVED AS TO FORM:

Kenneth B Woodrich
City Attorney

CLARK COUNTY SHERIFF

By: _____
Sheriff

APPROVED AS TO FORM:



Clark County Prosecuting Attorney

APPROVED: 
Shawn Hennessee, County Manager