

CLARK COUNTY STAFF REPORT

DEPARTMENT: Clark County Sheriff's Office

DATE: October 23, 2018

REQUESTED ACTION: Approve the Regional Major Crimes Interlocal Agreement and authorize the County Manager to sign.

Consent Hearing County Manager

BACKGROUND

This is a Mutual Aid Agreement between all of the local law enforcement agencies in Clark County that has existed for many years. 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.

The agreement provides for the cooperative and coordinated investigations of law enforcement-involved fatalities or serious injury incidents, major crimes, or other serious incidents and special requests within Clark County. This new document updates language to more accurately reflect how the team currently operates.

COUNCIL POLICY IMPLICATIONS

None

ADMINISTRATIVE POLICY IMPLICATIONS

None

COMMUNITY OUTREACH

None

BUDGET IMPLICATIONS


YES	NO	
	<input checked="" type="checkbox"/>	Action falls within existing budget capacity.
	<input checked="" type="checkbox"/>	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	<input checked="" type="checkbox"/>	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/>

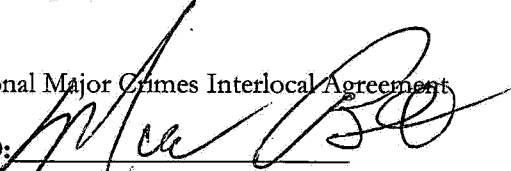


John Chapman
Chief Criminal Deputy




Michael Cooke
Clark County Undersheriff

Attachments:
Regional Major Crimes Interlocal Agreement



APPROVED:
Clark County, Washington
Clark County Council

DATE: 10-27-18
SR# 17318

APPROVED: 

Shawn Hennessee, County Manager

DATE: 10-27-18



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

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.)

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						

MUTUAL LAW ENFORCEMENT ASSISTANCE AGREEMENT

REGIONAL MAJOR CRIMES TEAM
(RMCT)

Battle Ground Police Department, Camas Police Department, Clark County Sheriff's Office, La Center Police Department, Ridgefield Police Department, Vancouver Police Department, and Washougal 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 a 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 law enforcement-involved fatalities or serious injury incidents, major crimes, or other serious incidents – special requests within Clark County as is authorized by RCW 39.34 and RCW 10.93.

Each Department should establish their own guideline as to when and if they will request assistance from RMCT. The involved agency may investigate the matter by itself or may seek aid from other agencies.

- 3. **Definitions.**
 - a. Law enforcement-involved fatalities or serious injury incidents:
 - 1. Intentional and unintentional shootings (OIS)
 - 2. Any fatal or critical injury to a person in law enforcement custody
 - 3. Serious assaults upon law enforcement or other law enforcement employee who are on-duty or are acting with a law enforcement purpose

4. Vehicular collisions involving fatality or critical injury that occurs as a result of use of force (i.e., gunfire, intervention technique, police pursuit).
- b. Major crimes:
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. Kidnap I (actual missing person)
- c. Other serious incident or special request:
1. Officer involved Domestic Violence
 2. Any other sensitive or critical event involving a law enforcement employee where criminal conduct is a possibility to be investigated.
 3. Non-officer involved incident - activation with agreement between command level personnel from the agency of jurisdiction and/or requesting agency and the participating agency agreeing to activate
- d. "Incident commander" means the Chief Law Enforcement Officer, or their designee, of the jurisdiction where the crime or investigation occurs.
- e. "RMCT supervisors" means the designated sergeant, lieutenant, or commander of the Vancouver Police department detective unit and the designated sergeant or commander for the Clark County Sheriff's office detective unit or other agreed upon RMCT supervisor.
- f. "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 law enforcement-involved fatalities or serious injury incidents, major crimes, or other serious incident – special request at the request of the participating agency with primary geographic or territorial jurisdiction.
- g. "Primary jurisdiction" means the agency with primary territorial jurisdiction as defined in RCW 10.93.020. In the event that a law enforcement-involved fatality or serious injury incident, major crime, or other serious incident – special request occurs in or across two or more territorial jurisdictions, primary jurisdiction may be assigned by agreement of the affected agencies.

- h. "Regional Major Crimes Team" ("RMCT") means all investigators and supervisory personnel assigned by participating agencies to the team.

4. Activation and Control of Regional Major Crimes Team.

- a. Activation. Upon the commission of a crime, law enforcement-involved fatality or serious injury incident, or other serious incident – special request 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 directing a request to the RMCT supervisors. The RMCT supervisor for the incident will be determined by type of incident and the jurisdiction where the incident occurs.
- b. Any law enforcement-involved fatality or serious injury incident as defined in section 3-a of this agreement that occurs within the city limits of Vancouver will be the responsibility of the Clark County Sheriff's detective supervisor. Any such incidents occurring outside the city limits of Vancouver, involving a Clark County Sheriff's employee, will be the responsibility of the RMCT supervisor of the Vancouver Police Major Crimes Unit. Any activation of RMCT for an employee-involved fatal or critical incident that occurs in the jurisdiction of participating agency will be the responsibility of a CCSO, VPD or other agreed upon RMCT 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.
- c. Any major crime as defined in section 3-b of this agreement that occurs within the city limits of Vancouver will be the responsibility of the Vancouver Police detective supervisor. Any major crime outside of the Vancouver city limits will be the responsibility of the Clark County Sheriff's detective supervisor or other agreed upon RMCT 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.

- d. Any other serious incident or special request as defined in section 3-c of this agreement will be evaluated by the agency of jurisdiction or requesting agency. The agency of jurisdiction or 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. 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. 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.
- e. 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.
- f. Media Relations. The media contact person's duties shall be coordinated with the Chief of Police or Sheriff of the venue agency, the incident commander, the RMCT supervisor, any investigator/s involved in the internal/administrative investigation, and the Prosecuting Attorney of venue.
 - 1. The public's right to know what occurred must be balanced with the investigative process and the rights of involved individuals.
 - 2. If possible, the identity of any involved employee should be withheld from the media for approximately 48 hours following the incident.
 - a. A 48-hour release policy for all parties involved in a shooting, to include the individual shot, is recommended to allow for notification to families and arrange for temporary, secure accommodations if they fear threats or retaliation may follow. The 48-hour release policy also provides the department sufficient time to properly notify the family of the individual shot.
 - 3. Prior to the identity being released, the involved employee should be notified.

5. **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 agency 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). The agency with administrative oversight will organize bi-monthly meetings and organize contacts with other groups when necessary. Individual agency cost analysis will be done by each participating agency annually. The sergeants from the Clark County Sheriff's Office and Vancouver Police Department Major Crimes Teams will compile the Regional Major Crimes Team statistics annually for presentation to the LEC.
- 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 and Washougal Police Departments..
- 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 inter-local agreement contemplates willingness and demonstrated interest and ability. The following minimum training requirements and demonstrated ability will be satisfied within 12 months of the initial assignment of personnel, at the expense of the assigning agency.
 1. Basic Homicide Investigation school
 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 a 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

6. **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 three-day duration, will meet and decide agency allocation of costs. Those agencies not in agreement with this decision may withdraw from the investigation. Secondary costs (e.g., transcription fees, records production fees) will be borne by the agency of jurisdiction.
- 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.

7. **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.

8. **Law Enforcement Council (LEC) responsibilities:**

- a. The LEC is responsible for an annual review of the team's performance;

- b. The LEC is required to recommend policy changes and changes to the agreement to the LEC. (ONLY changes to the agreement that do not affect an individual agencies staffing or resource allocation can be made to the agreement by an LEC vote.)
 - c. Any changes to the policy of the RMCT shall be approved and ratified by a majority vote of the LEC where two-thirds of the membership is present.
9. **Liability and Hold Harmless.** Liability and indemnification shall be as spelled out in the Master Interlocal Mutual Law Enforcement Assistance Agreement.
 10. **Policy and Discipline.** Each officer assigned to the RMCT 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 a breach of policy.
 11. **Administrative Process.** The Administrative Investigation Team for the involved agency is not bound by some of the same investigative restrictions that apply to RMCT criminal investigators. The employer - employee relationship and the personnel rules affecting administrative process is guided by the commissioning agency's local contracts, Civil Service provisions, and policy / procedures.
 12. **Case Review.** Either the incident commander and/or the RMCT supervisor are responsible for reviewing all cases investigated by the RMCT and shall review all submittals to prosecuting authorities requesting charges.
 13. **Dispute Resolution.** Any disputes that arise from the engagement of the RMCT 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 RMCT.
 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.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused their proper and duly authorized officers to execute and deliver this Agreement on the dates of signature below.

Bob Richardson
Battle Ground Police Department

Date

Chief Mitch Lackey
Camas Police Department

Date

Sheriff Chuck E. Atkins
Clark County Sheriff's Office

Date

Chief Marc Denney
La Center Police Department

Date

Chief John Brooks
Ridgefield Police Department

Date

Chief James P. McElvain
Vancouver Police Department

Date

Chief Ron Mitchell
Washougal Police Department

Date

Approved as to form only:

By: [Signature]
Deputy Prosecuting Attorney

APPROVED: [Signature]
Shawn Hennessee, County Manager

DATE: 10-24-18