

Sample Only

City of Vancouver, WA

Interlocal Agreement for Services Between Clark County Sheriff's Office, Clark County and the city of Vancouver

I. PURPOSE

The purpose of this Agreement is to ensure that citizens living within the newly annexed areas of the City of Vancouver, as identified in Exhibit A, receive professional law enforcement services. The parties hereto agree that it is to their mutual benefit and the benefit of their citizenry to enter into this Agreement. The health, safety, and welfare of the citizens in this newly annexed area will be benefited.

Pursuant to RCW 39.34.080, one or more public agencies may contract with one another to perform governmental services which each itself is by law authorized to perform. Clark County, the Clark County Sheriff's Office and the City of Vancouver desire to establish an Interlocal Agreement to allow for the above-described relationship. The terms of this Agreement are not intended to establish or to create any rights in any persons or entities other than the parties.

Clark County, Clark County Sheriff's Office, and City of Vancouver recognize that it is in the interest of the citizens of Clark County and the City of Vancouver to engage in discussions about the future of police services within the County.

It is the intent of the parties to work diligently towards a long term or transition agreement as per the "City of Vancouver-Clark County Cooperative Agreement For The Provisions Of Services In The Vancouver Urban Growth Area" dated April 9, 1996.

This three-year agreement will allow all sides to meaningfully research, discuss, and negotiate how future services can best be provided. By and through this agreement, the parties agree to meet at least quarterly to discuss these issues.

II. DURATION

The term of this agreement shall be consistent with the requirements of Sections 2 and 3 of the Master Agreement. The parties agree to extend the protections provided by RCW 35.13.360 through 35.13.400, for a 36 month period that shall be triggered by any actual layoffs as a result of the termination of the contract for law enforcement services of the newly annexed area.

III. ADMINISTRATION OF AGREEMENT

No new or separate legal or administrative entity is created to administer the provisions of this Agreement. This Agreement shall be administered by the Clark County Sheriff's Office and Clark County.

IV. RESPONSIBILITIES OF THE COUNTY

The Clark County Sheriff's Office agrees to provide the following law enforcement services to Vancouver City residents living within the newly annexed area designated in Exhibit A.

- 4.1 Reactive patrol to enforce state law and city adopted municipal criminal and traffic codes, and to respond to residential and business calls for service on a 24-hour per day basis, per Appendix "1".
- 4.2 Proactive patrol on a 24-hour basis to prevent and deter criminal activity.
- 4.3 Detective follow up and investigation of crimes such as burglaries, forgeries, thefts, and criminal gang activities.
- 4.4 Community service and community crime prevention presentations and services.
- 4.5 School resource officer services, the primary duty of which is to respond to police calls at junior high and high schools in the area.
- 4.6 Precinct administration, supervision, and support staff services.
- 4.7 Sheriff's Office Reserves, within the current Clark County Sheriff policies, to provide a variety of routine police functions, as well as community functions, and related administration and supervision.
- 4.8 Equipment and supervision of auxiliary members to assist community service officers in providing a variety of community programs; recruitment and supervision of volunteers to assist in precinct reception duties; and recruitment and supervision of an explorer scout program sponsored by the Sheriff's Office.
- 4.9 Major case investigation performed by experienced Clark County Sheriff's Office detectives assigned to a central major crimes unit investigating crimes such as homicides, major felony assaults, major accidents, and other major criminal incidents. The major crimes unit shall include support from a crime scene technician and the CCSO evidence unit.
- 4.10 Special operations services, including but not limited to K-9 patrol, hostage negotiations, special weapons and tactics team, marine patrol, Drug Abuse Resistance Education (DARE), gang investigation, traffic enforcement and accident investigation, and search and rescue services.
- 4.11 Administrative services to include, but not be limited to, planning and statistical analysis; training; weapons permit and other police records services, subject to the CONSOLIDATED LAW ENFORCEMENT RECORDS AGREEMENT, entered into May 13, 1996 by the parties; accounting, payroll, purchasing, records, internal affairs investigation, and all other services provided by other County agencies in support of the

Clark County Sheriff's Office. Such administrative services do not include the legal services of the Clark County Prosecuting Attorney relating to enforcement of City of Vancouver criminal and traffic codes or prosecutions arising thereunder for incidents arising within the annexed areas.

4.12 The Clark County Sheriff's Office shall furnish and supply all necessary labor, supervision, equipment, communication services and supplies necessary to maintain the level of services in the newly annexed area as it has had prior to this area becoming part of the City of Vancouver. It is understood that the Clark County Sheriff's responsibility in this geographical area is to provide police protection and other services to the same extent and level it has prior to this area becoming part of the City of Vancouver. The parties understand that maintaining the level of police service to the newly annexed area at a rate not less than that provided to this area in 1996 is of paramount importance. Because of attrition, retirement, injuries, vacations, disabilities, and similar events, the exact number of personnel at any given time may vary. The County agrees in good faith to not reduce its police services in this newly annexed area.

4.13 Uniformed officer response to calls for service as listed in the response guideline Appendix "1", attached hereto and incorporated herein as fully set forth.

4.14 Teleserve reporting and "mail in" response to calls for service as designated in such response guideline Appendix "1".

4.15 Service programs offered to citizens to the same extent and level as existed prior to annexation, unless otherwise agreed by the parties. Such service programs include but are not limited to:

- Business Watch
- Church Watch
- S.A.L.T.
- Neighborhood Advisory Group
- Neighborhood Watch
- Apartment Watch

The parties understand that these programs may be extended, supplemented, altered, or changed based on the needs of the community and because of Community Oriented Policing.

4.16 To assign a Clark County Sheriff's lieutenant to the precinct as precinct commander. This lieutenant will be responsible through the Sheriff's Office chain of command. This lieutenant will also act as liaison with the Vancouver Police Department on all operational issues. An East Precinct will be maintained for the duration of this agreement.

4.17 To provide equipment to be used at the east precinct annexation area in an amount and type not less than that provided to the area in 1996. Upgrades to east precinct equipment shall be equal to upgrades to all other Clark County Sheriff's precincts.

4.18 To provide full and complete disclosure to the City of all actual contract service costs. All accounting records of the County will be made available to the City at any time upon request.

4.19 If the City of Vancouver decides to increase the level of services by assigning Vancouver Police officers to the newly annexed area or its surrounding area, these officers may operate out of the Clark County Sheriff's East Precinct.

4.20 Clark County Sheriff's deputies shall cite criminal misdemeanor and gross misdemeanor offenses in the newly annexed area under the Vancouver Municipal Code (VMC), and issue all civil infractions, including traffic citations that occur in the newly annexed area under the VMC.

4.21 The Sheriff welcomes input from the City and the Vancouver Police Department (VPD) on the operation of his deputies in the newly annexed area. Any operational concerns VPD has should initially be raised with the precinct commander. Any Administrative issues VPD has may be raised with the Sheriff, his Inspectors, Chief Criminal Deputy, or Undersheriff. In addition, if regular meetings are deemed necessary to discuss issues regarding the newly annexed area, they will be arranged.

V. RESPONSIBILITIES OF THE CITY OF VANCOUVER

The City of Vancouver agrees to meet the following responsibilities:

5.1 The City, through the Chief of Police, shall grant to Clark County Sheriff's Deputies assigned to the newly annexed area the authority to enforce city ordinances pertaining to criminal violations and traffic infractions.

5.2 To provide through the Vancouver Police Department and/or Vancouver City Attorney's Office, necessary training to County personnel regarding enforcement of city ordinances.

5.3 The transfer of payments and the amount to be paid for the services provided for in this agreement shall be governed pursuant to provisions within the Finance and Administration Agreement.

5.4 If the Vancouver Police Department assigns personnel to this newly annexed area during the duration of this agreement, they will report to the Clark County Sheriff's Precinct Commander and operate out of East Precinct.

VI. PROPERTY

When this agreement is terminated, any equipment, property, or improvements used to effectuate this agreement shall become the sole property of the party that provided the equipment, property, or improvements. This section does not preclude further negotiations for the transfer of property from the Clark County Sheriff's Office, and Clark County, to the City of Vancouver.

VII. MISCELLANEOUS

The parties agree to meet in good faith to discuss changes that may affect the contract, including but not limited to the City wanting to assume police responsibility for portions of the newly annexed area covered by this agreement, or because the City wants to provide specific services to the newly annexed area, e.g. DARE that the County is providing through this agreement.