

INTERLOCAL AGREEMENT
WASHINGTON STATE DEPARTMENT OF CORRECTIONS
AND
MCCLEARY POLICE DEPARTMENT

THIS AGREEMENT is made and entered into by and between the Washington State Department of Corrections, herein after referred to as the "DOC," and the City of McCleary for the McCleary Police Department, herein after referred to as the "MPD."

1. PURPOSE

This Agreement is entered into under the authority of the Mutual Aid Peace Officers Powers Act, RCW Chapter 10.93 and The Interlocal Cooperation Act, RCW Chapter 39.34. The purpose of this Agreement is to establish the rights and responsibilities of all participating agencies in the joint partnership to improve public safety and assist each participating agency's mission.

2. MISSION

The intent of this joint effort is to enhance the McCleary Police Department with DOC resources for the purpose of investigating, locating, and apprehending those fugitive and offenders who pose the greatest danger and/or risk to the community. The fugitives and offenders that garner priority for apprehension and/or criminal investigations are typically those that have a history of violence, sex offenses, are dangerously mentally ill, and/or are an imminent threat to harm.

The team will increase presence in communities combining street level interdictions, gang enforcement, drug enforcement, fugitive apprehension, and prepare criminal cases for prosecution.

3. OBJECTIVES

- A. Reduce repeat offenses by individuals under current DOC supervision.
- B. Reduce criminal activity through combined DOC and police officer presence, enforcement and/or referral of offenders to appropriate services/agencies.
- C. Apprehend DOC offenders who are in violation or warrant status.

4. SUPERVISION

Supervision of personnel assigned to team will be the responsibility of the supervisors from each participating agency. The local ranking supervisor will, for administrative purposes, report directly to his/her commanding officer.

Supervision of DOC personnel assigned to the team will be the responsibility of the assigned Community Corrections Supervisor (CCS) Michael A. Poston. The Supervisor or designee will confer

with the designated supervisor from all other participating agencies concerning warrant cases to be worked by the team, provide equitable case load assignment.

5. PERSONNEL

DOC commits 1 Officer Specialist to the SCU.

Hours of operation will be determined and agreed upon by both the MPD Command staff and the CCS. The team will focus primarily within the McCleary City limits.

When the team is given a specific assignment, detail or operation, the participating agencies agree to provide at least one (1) employee during operation. Advanced notice will be afforded to that agency and participation is subject to the availability of staff and DOC resources and needs on a given day.

6. EQUIPMENT

Each agency will, if possible, furnish required vehicles and all tactical and other equipment needed to perform duties. MPD will provide a two way radio capable of transmitting and receiving messages on MPD local frequencies

Each agency will be responsible for the expenses incurred in the use of its respective vehicles, tactical, and other equipment needed to perform duties.

7. RECORDS AND REPORTS

All team warrants, investigative reports, and arrest reports will be maintained by the agency responsible for the investigation.

8. SCU TEAM

Team members will be employees from participating agencies who will be assigned to the task force with the expectation of daily participation. All members will work within the authority given to the assigned officers from their participating parent agency. Each agency will be responsible for its own members' overtime pay or compensation in accordance with each agency's policies. All cases will be staffed with jurisdictional agency(s) whenever possible prior to the activation of the team.

9. PROSECUTION

Suspects/Fugitives will generally be prosecuted in the state or federal court that issued the warrant. New charges (charges that are not the basis for the executed arrest warrant) will be prosecuted in the appropriate local, state, or federal court.

When a fugitive with outstanding state and federal warrants is arrested, a determination will be made on a case-by-case basis about the order in which prosecution will occur. In all cases, notification shall be made to the prosecutor concerned.

10. USE OF FIREARMS

All personnel shall comply with their participating parent agency's guidelines concerning the use of force and use of firearms. Each agency has been notified of any limitations that any other agency may have in the use of firearms. In the event of a shooting, the incident will be investigated per the area-wide shooting protocol.

11. ARREST ATTEMPTS

If necessary, when an attempt is being made to arrest a suspect, a request for a marked car and a uniformed officer may be made to assist in the arrest. Planned arrests considered high-risk will be staffed with the agency(s) of jurisdiction and staffing levels will be determined at that time.

12. HOSTAGE & BARRICADE SITUATION

Upon the first indication of a hostage or barricade situation, the operational supervisor will be notified and a request for a tactical unit from the appropriate local, county, state, or federal agency will be made. Upon arrival of the tactical unit, the tactical unit commander will assume command of the situation. The tactical unit commander will make tactical decisions consistent with the policies of the agency that is responsible for the investigation of the warrant. Each member shall only participate in the hostage or barricade situation in accordance with that member's agency's policies.

13. NEWS MEDIA

Media inquiries will be referred to the McCleary Police Chief or the CRU Supervisor.

14. INDEMNIFICATION

Any liability or claim of liability which arises out of the exercise or alleged exercise of authority by an officer acting within the course and scope of the officer's duties as a peace officer, is the responsibility of the primary commissioning agency unless the officer acts under the direction and control of another agency or unless the liability is otherwise allocated under a written agreement between the primary commissioning agency and another agency.

15. DISPUTE RESOLUTION

Operational problems will be mutually addressed and resolved by assigned liaisons under guidance of the operational supervisor. If problems arise which cannot be resolved to the liaisons' mutual satisfaction, they should be progressively raised to the next level of supervision within the respective agencies. It is agreed that the resolution of operational problems at the lowest possible level is in the best interest of the apprehension teams.

16. FUNCTIONS AND RESOURCES

DOC Shall:

- Assist MPD with warrant services where high-risk DOC active offenders are suspected to be present.
- Advise MPD of any DOC surveillance or warrant operations occurring in their area of jurisdiction.
- Respond to officer assistance requests, either routine or emergent, when fugitive officers are available in the area.
- Notify the jurisdictional agency(s) and request officer assistance with all high risk DOC warrant operations, providing prior notice if possible.
- Attend briefings with MPD Officers and Chief for information sharing and program updates.

MPD Shall:

- Grant DOC Officer Specialist assigned to access to the main dispatch frequency and other police frequencies to allow communication during joint operations, if applicable.
- Assist DOC Officer Specialist assigned with high-risk warrant service on DOC active offenders if available.
- Advise DOC Officer Specialist assigned of impending warrant operations where DOC active offenders are suspected to be located.
- Allow DOC Officer Specialist assigned access to patrol and Chief briefings for information sharing and program updates.

17. CONTRACT MANAGEMENT

Each Party shall appoint a Manager who shall be the contact person for all communications regarding the performance of this Agreement.

The Manager for the Department of Corrections is: Michael A. Poston, Community Corrections Supervisor, maposton@docl.wa.gov, phone: 253.377.5536, 1016 South 28th Street, Tacoma, WA 98409.

The Manager for McCleary Police Department is: Steve Blumer, Chief of Police, sblumer@cityofmccleary.com, phone: 360-495-3107, 100 S 3rd Street, McCleary, WA 98557

18. DURATION

The term of this Agreement in respect to each party to this Agreement shall commence on the date of execution of the Agreement by both parties and shall remain in effect until terminated by a party as provided in paragraph 19 of this Agreement.

The parties shall review this agreement every two years to ensure that the terms are current and consistent with circumstances.

19. TERMINATION

Any party to this Agreement may terminate its participation in the Agreement by giving the other parties to the Agreement 30 days written notice of such intent to terminate.

20. OWNERSHIP

Title to all items purchased by any party to this Agreement shall remain in the name of such party.

21. ADMINISTRATION

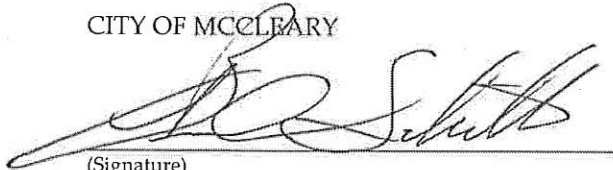
No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

22. MODIFICATIONS

This agreement may be modified at any time by written consent of all involved agencies. Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

THIS Agreement, consisting of five (5) pages, is executed by the persons signing below who warrant that they have the authority to execute the agreement.

CITY OF MCCLEARY




(Signature)
Brent Schiller

(Printed Name)
Mayor

(Title)
03-10-2017

(Date)

DEPARTMENT OF CORRECTIONS



(Signature)
John R Nispel

(Printed Name)
Contracts Administrator

(Title)
3/28/17

(Date)