



**Office of the City Attorney  
City of Yakima**

**MEMORANDUM**

December 3, 2022

**TO:** Honorable Mayor Janice Deccio and Councilmembers  
Bob Harrison, City Manager

**FROM:** Sara Watkins, City Attorney

**SUBJECT:** Review of YVCOG Proposed Resolution and MOU regarding the proposed  
Yakima Valley Local Crime Lab

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The Yakima Valley Conference of Governments (YVCOG) is proposing to its members a new service—the Yakima Valley Local Crime Lab (LCL). The City received a proposed Professional Services Agreement to support the LCL from YVCOG. It is attached as Exhibit “A”. With that Professional Services Agreement came a proposed Resolution, attached as Exhibit “B,” and two letters of support, attached as Exhibit “C.” The LCL also has provided Bylaws for the LCL which further outlines obligations of LCL members. Those are attached as Exhibit “D.”

I have had the opportunity to review both the proposed resolution and Professional Services Agreement. This memo constitutes an evaluation of possible effects of entering into the Professional Services Agreement as provided and approving the resolution as submitted.

1. Proposed Resolution Approving the Participation in the RCIC

YVCOG provides a proposed resolution (Exhibit “B” attached hereto) which would, if passed by the City Council, authorize the City Manager to sign the Professional Services Agreement with YVCOG regarding participation in the LCL. Since City Council resolutions are drafted to outline both the benefit to the community and the benefit of the City, Yakima generally passes its own individualized resolution. As such, a proposed resolution is provided for your review if the City Council chooses to move forward and sign the Professional Services Agreement.

Of course, if the City Council does not wish to move forward with the Professional Services Agreement, no resolution will be necessary.

## 2. Proposed Professional Services Agreement

In reviewing the Professional Services Agreement (hereinafter referred to as the "Agreement"), there are some sections which could use clarification, and others that contain language that may not be beneficial to the City.

### a. Section 1(b) and 1(c): City Services to be provided

Section 1(b) states that cities "will provide such assistance...as may be reasonably required to support the objectives set forth in the Scope of Work and to develop and maintain a supportive regional crime preventative program." The Scope of Work is vague (to be discussed later). As such, requiring cities to provide "such assistance" as "reasonably required" to support the Scope of Work and objectives of the crime center could put the City on the hook for providing more than a monetary contribution to the program (or an additional monetary contribution). Further, it states that the City agrees to support development of the program "including ... other materials reasonably necessary or supportive of the collective commitment of participating members." By signing the Agreement as is, the City would be required to provide additional assistance and support, which is undefined and unknown based on the language of the Agreement and the Scope of Work.

Contracts should be clear about the obligations of each party. This Agreement does not provide certainty or clarity regarding the City's obligations since the language requires the City to provide additional support, but does not define or explain what such additional support entails (which under the language could include additional funds, additional staff time, or additional materials/items/equipment because it is vague). This opens the City up to possible unknown additional obligations under the Agreement.

### b. Section 3: Consideration

Section 3 addresses consideration for the Agreement—in other words, what the City will have to pay for the professional services provided under the terms and conditions. The annual budget provided in the Agreement runs the years 2023, 2024 and 2025. After that the costs will be determined "by appropriate documentation of costs actually incurred annually before October 31, 2025." Ms. Wickenhagen indicated in her presentation to the City that YVCOG received \$2,823,211 in ARPA funding from the County for "qualifying expenditures incurred during the period of September 1, 2022 through August 31, 2026. Those expenditures were presented as follows:

Staff Wages & Benefits	\$1,355,507
Equipment/Training/Registration/Mileage/Lodging	\$1,333,034
Admin Costs (HR, Finance, etc.)	\$99,670

Misc. Other – testing supplies, office supplies, etc.	\$35,000
<b>TOTAL</b>	<b>\$2,823,211</b>

Phase 1 equipment (NIBIN, VisionX, ArcGIS, and Cellebrite) total \$615,150.37 of the \$1,333,034 equipment budget. Phase 2 equipment (RapidHIT) totals \$639,044.00 of the Equipment budget.

The Agreement is silent as to whether cities pay into the system and get unlimited use of the equipment or if the equipment will also have a cost (i.e. for testing supplies etc.). How jurisdictions access and use the equipment should be stated in the Agreement so that the City knows if either the yearly cost includes unlimited use of the staff and equipment, or if there are going to be additional pay-to-use costs associated with use of the equipment and/or staff. Since the Agreement is silent, YVCOG could implement a pay-to-use system at any time.

There also is no language in the Agreement that anticipates evaluating whether per capita is a proper method for payment, or an evaluation of whether the personnel costs could be split per capita with the equipment use being paid by those who use it. Although each jurisdiction pays per capita, the use of the resources will be by request.<sup>1</sup> There should be a large amount of data collected during the first three years of the program showing which communities are being served and how often, so there could be a conversation at the end of the three years about cost-sharing and whether the per capita method is appropriate. However, the Agreement itself only contemplates per capita for participating jurisdictions in the present Agreement and in the future.

c. Section 6(c): Termination

The termination provisions of the Agreement only allows it to be terminated if YVCOG breaches the Agreement, or by mutual agreement of YVCOG and the City. There is no way for the City to unilaterally provide notice and terminate the Agreement as it is written.<sup>2</sup>

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<sup>1</sup> As an example: Zillah and Grandview have different numbers of people residing in their respective communities, but Zillah may request use of the equipment 100 times, and Grandview may request use of the equipment 10 times. Zillah is paying \$2,971.00 and Grandview is paying \$10,208.00. This is disproportionate to the actual use of the equipment.

<sup>2</sup> I suggested a termination for convenience section that reads similar to the following:

This Contract may be terminated by the City without cause, in whole or in part, at any time during this Contract, or any extension thereof, by providing the other party thirty (30) calendar days advance written notice of the termination.

I also suggested a termination provision for non-appropriation in the event the Council does not have adequate budget funds to continue to pay for the services or chooses to not fund the program during any budget year:

Funding or obligation under this Contract beyond the current appropriation year is conditional upon appropriation by the City Council and/or other identified funding source(s) of sufficient funds to support the activities described in the Contract. If such appropriation is not approved, this Contract will terminate at the close of the current appropriation year.

The Agreement does have language that states cities will choose to pay into the program on a yearly basis. However, the termination clause does not provide for termination through a City Council determination to no longer fund the program due to budget constraints or other reasons. Since YVCOG under the termination clause must agree to termination, even if the City chooses to not pay the yearly charge, the Agreement may not be immediately terminated. In other words, if the City fails to pay for a year, YVCOG has the option to terminate the Agreement, but the City is responsible for all costs through the date of termination. As an example, if the City fails to pay on January 1<sup>st</sup>, but the YVCOG chooses not to terminate the Agreement until July 1<sup>st</sup>, the City is responsible for six months of payment. YVCOG has given itself an unfair advantage in the termination clause with no reciprocal language that would allow the City to terminate the Agreement.

These clauses (the clause allowing the City to choose to fund the program yearly, and the termination clause) seem to conflict. Conflicting provisions create uncertainty. The termination section should be clear, because how the Agreement can be terminated is an important piece of the evaluation of entry into any contract.

d. Dispute Resolution.

In the termination section, there is also a section on dispute resolution (subsection d). This dispute resolution section requires the parties to enter into binding arbitration. By doing so, the City would give up its ability to take a matter in front of a judge to determine. Arbitrators are not judges, rather, they are generally attorneys who are paid to arbitrate cases. Arbitration does not follow the same rules as a court proceeding—rules are relaxed. There would be no opportunity to choose to have the case in front of a jury either. The City generally does not agree to binding arbitration because it limits how the City can have disputes heard. The City, as you know, often enters into voluntary alternative dispute resolution activities to try to resolve matters. However, the City always wants to retain its right to have something heard in court in front of a judge.

e. Sections 13(b) and 20: Indemnification/Hold Harmless

Confusingly, there are two sections with indemnification language, and they are not the same. The first is found in Section 13(b), which does not comply with the City's standard indemnification language because it only indemnifies the City if YVCOG acts with gross negligence rather than simple negligence. This difference is substantial as nearly every unintentional act that results in a claim is based on negligence. Gross negligence is a heightened standard which requires proof of a conscious or voluntary act or omission in reckless disregard of a legal duty. Negligence, on the other hand, is generally a failure to exercise the reasonable standard of care. See *Black's Law Dictionary (7<sup>th</sup> Edition)* pages 1056-1057. By agreeing to an indemnification clause that only indemnifies the City in cases of gross

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Having this provision in the Agreement would allow the Council, during the budget process, to evaluate whether it wishes to continue to opt-in to the program. Neither of these suggestions were incorporated into the final Agreement.

negligence, the City opens itself up to a claim in the event the actions or omissions of YVCOG do not rise to that level.

Under Section 20 there is another indemnification clause where YVCOG provides a basic hold harmless provision that holds the City harmless from YVCOG's negligence. However, YVCOG then excepts from the hold harmless provisions liability for property damage and/or bodily injury resulting from the negligence of construction contracts or subcontractors who are chosen and paid by YVCOG with funding from cities under the Agreement. The City would generally not agree to such a carve out in the hold harmless provision.

f. Insurance

This Agreement does not require that YVCOG hold a specific amount of insurance. Section 13(b) states: "The Conference shall maintain liability insurance covering its activities and services provided under this agreement in the form and amount determined reasonable and appropriate by the Conference." In other words, YVCOG will choose how much insurance coverage it should carry and the City has no say. The Agreement also does not require that the City be an additional named party on the insurance, or that the insurance cover any specific activities. This language is contrary to the standard insurance clauses placed in City of Yakima contracts for professional services.

g. Public Records Act

City of Yakima contracts generally have language in them asserting rights in all documents held by the contracting party that are relevant to the contract. Those rights generally include the right to review and obtain copies upon request from the City, especially in cases of PRA requests to the City. There is no language outlining and confirming YVCOG's obligations to the City if the City receives a PRA request for documents concerning the Agreement. Case law has found that when cities contract with outside entities for services, that the documents that are created under the contractual terms and conditions are generally subject to the PRA, and must be provided by the City to a requestor. Without language outlining YVCOG's obligations to provide the City copies of all documents, the City could be subject to additional litigation over access to documents, and the City may not be able to quickly comply with PRA requests. Additionally, since there is no contractual provision requiring access and retention, the City could have no contractual recourse against YVCOG in the event YVCOG failed to assist with a PRA request.

h. Attachment 1: Scope of Work

Attachment 1 is the proposed scope of work for the professional services to be provided under the Agreement. However, it provides no description of the project, no language about what YVCOG is actually going to do with the money, no concrete deliverables and no timelines.

YVCOG presented some information to Council in a power point at a recent Council meeting, but that power point is not binding and is not part of the Agreement. The outlines of how money is going to be spent, phasing of spending, and other deliverables and timelines should be

specified in the Scope of Work. **If those items are not in the Agreement, there is no contractual recourse against YVCOG if they are not delivered.**

The sole statement describing the LCL is as follows:

[YVCOG will] Develop a Program within YVCOG, known as the Local Crime Lab, to provide intelligence and forensic services to local law enforcement.

There is no list of equipment being purchased in the Agreement. There are no job descriptions for the professionals filling positions to further this goal in the Agreement. The Agreement's scope is very vague and should be clearer as to the mission and goals of the program so that the parties can be sure that YVCOG is fulfilling the expectations of the Cities who are paying for the program.<sup>3</sup>

Included with the information is a letter in support from Sheriff Udell. However, none of the services he mentions in his letter are listed in the proposed Agreement. As such, City Council should assume that none of those services are required to be provided by YVCOG as part of the LCL. If the services are not in the Agreement document, they are not required to be provided and the City would not be able to hold YVCOG accountable if they are not provided.

i. Miscellaneous

1. There is no budget for this program

YVCOG has received ARPA money from Yakima County, and has vaguely outlined how it will be spent, but it has not provided an itemized budget. Usually a budget will outline the number of people to be hired, their salaries and benefits; administrative costs; equipment purchases (which is included in the power point but not in the actual Agreement); and other expenses itemized for clear review. There is also no future projection of costs (which may be easy or easier to ascertain with a full budget). A future projection of costs would help the City evaluate future costs after the initial three-year period. Right now, those costs are undetermined.

YVCOG provided more specific budget information in its application for the ARPA grant. However, those budget numbers are not in the Agreement. It would be helpful if the more specific numbers were attached to the Agreement as an exhibit for transparency.

2. Is the lab going to be accredited?

Washington state crime labs are accredited by the American Board of Forensic Toxicology. There is no indication in the Agreement that the LCL will be accredited. There should be language in the Agreement requiring YVCOG to get the lab accredited and a timeline for such accreditation.

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<sup>3</sup> This is especially true since one of the few options for the City to terminate the Agreement under its current language is if YVCOG breaches the Agreement.

### 3. LCL Bylaws

The LCL Bylaws were not drafted with input from all of the cities, as the City of Yakima was not consulted in the formation of those bylaws.<sup>4</sup> The LCL Bylaws are also not incorporated into the Professional Services Agreement as additional contractual terms and conditions of the Agreement. As such, a violation of the bylaws cannot be enforced through termination of the Agreement. The bylaws provide for an Operations Board that oversees and directs the Executive Director of YVCOG. It then gives the Sheriff the full authority to make any changes to the LCL, including termination of any or all services, as he sees fit. This is concerning as the bylaws provide for no majority vote on such a change, or other debate or input. One person has full authority to take away any services, add services (and costs), or simply terminate the entire lab under the Bylaws (but not the Professional Services Agreement). The City does not have a say in this, only the Sheriff.

Although the Sheriff doesn't have the authority to terminate the Professional Services Agreement with YVCOG, the Bylaws give the Operations Board the authority to authorize, or not authorize, the executive director to act. There is no mention of this structure in the Professional Services Agreement. Since there is no mention of it, these two documents seem to be conflicting. The City can terminate the Professional Services Agreement with YVCOG if it fails to comply with its terms and conditions. Yet, the Operations Board can direct YVCOG to terminate the LCL, seemingly a direct violation of the Professional Services Agreement.

The Operations Board is made up of all police chiefs from the participating jurisdictions, each of which has one vote, regardless of population, monetary contribution, or actual use of the LCL services. The duties of the Board include budgeting—they are the group that will approve the YVCOG proposed budget each year for the program, essentially determining what the yearly assessment will be.

The YVCOG roles and responsibilities in the Bylaws are different than the scope of work provided in the Agreement. Under the Professional Services Agreement scope of work of there is no mention that the Operations Board will have terminating authority or budgeting authority. Further, the Professional Services Agreement scope of work states that the Operations Board is to 'advise and provide input; discuss operations, programs, services and development of the LCL; and "otherwise provide oversight." The inconsistencies between the Operations Board Bylaws and the Professional Services Agreement are concerning and should be addressed prior to entering into an agreement for Professional Services so that all parties have a complete understanding of the roles of the organizations, as well as to ensure that the Professional Services Agreement clearly incorporates the Bylaws of the Operations Board. There also needs to be language that addresses which document prevails if there is conflicting language, so that the parties understand their roles and responsibilities, and how the documents will be enforced.

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<sup>4</sup> Interestingly, the Bylaws state that they were approved on October 5, 2022, but the LCL hasn't been formed yet, so it is unclear what jurisdictions were involved in drafting the bylaws, or if YVCOG drafted them.

4. Additional thoughts

There are many details of the program that need to be developed, and it is unclear how those details will be developed—will it be solely by YVCOG which has no prior law enforcement experience; will law enforcement agencies be involved, and which ones; will cities be involved, and which ones; and who will decide who gets to participate if it is not all law enforcement agencies and/or all cities? What happens if the details are developed in such a way that a City no longer wishes to participate?

Additionally, vague contract provisions stating that YVCOG is to develop a program without stating what the goals and proposed outcomes of the program are creates a situation where it will be difficult to argue, if necessary, that YVCOG has breached the Agreement or is not fulfilling the terms and conditions of the Agreement. As such, it would be difficult for the City to ever terminate the Agreement under the terms and conditions proposed (which is why additional termination language should be evaluated).

The goal of any contract is for both parties signing it to understand what each party's obligations are to each other. In this Agreement it is clear that the City's obligation is to pay money to YVCOG, but it is not as clear as it could be as to what the City is getting from that payment.



## YAKIMA VALLEY LOCAL CRIME LAB PROFESSIONAL SERVICE AGREEMENT

THIS PROFESSIONAL SERVICE AGREEMENT ("Agreement"), entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the Yakima Valley Conference of Governments, a regional association having its territorial limits within Yakima County, State of Washington (hereinafter called the "Conference"), acting herein by James A. Restucci, Conference Chair, acting hereunto duly authorized, and the City of \_\_\_\_\_, a municipal corporation, located within Yakima County, State of Washington (hereinafter called the "City") (together the "Parties"), acting herein by \_\_\_\_\_, Mayor, hereunto duly authorized:

### RECITALS

WHEREAS, the Conference and participating local governmental entities have determined that there is a mutual benefit in developing and maintaining a regional crime preventative program, sharing information, and coordinating services on a regional basis and providing for the centralized administration of a Local Crime Lab and everyone recognizes the shared benefit thereof;

WHEREAS, the Conference possesses staff and facilities to develop and administer a mutual Local Crime Lab for the collective benefit of participating members consisting of county and local municipal entities; and

WHEREAS, the City and Conference desire to enter into this contract for the purpose of establishing, developing, and administering a Local Crime Lab;

WHEREAS, the City has determined that a need exists and through a cooperative regional resource for gathering, maintaining, and facilitating local and regional information and services a benefit provided;

WHEREAS the Conference is the subrecipient of the Federal American Rescue Plan Act (ARPA) of 2021 which is providing grant funding for the purposes of assisting with the development of this regional crime preventative program; and,

WHEREAS, the City is desirous of contracting with the Conference for administrative and other services related to a regional crime preventative program and Local Crime Lab.

NOW THEREFORE, the Parties do mutually agree as follows:

#### 1. Services to be Provided by the Parties:

- a. The Conference shall protect the purpose of this Agreement which is to stand up a regional crime lab with forensic equipment and expertise in a manner consistent with the activities more specifically laid out in the Scope of Work (Attachment A to this Agreement), subject to modifications deemed necessary for the development and maintenance of a Local Crime Lab.
- b. The City will provide such assistance, information, and data as may be reasonably required to support the objectives set forth in the Scope of Work and to develop and maintain a supportive regional crime preventative program.

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- c. The success of the Local Crime Lab is contingent upon the City's good faith participation and cooperation with the Conference in developing, maintaining, and administrating the Local Crime Lab. The City agrees to cooperate and support the development of the program including the division of information, data, and other materials reasonably necessary or supportive of the collective commitment of participating entities.

2. Time of Performance:

The effective date of this contract shall be the date the Parties sign and complete execution of the contract. Three-year funding by ARPA provides funding for the development and induction of the program. This is a one (1) year contract, but the Parties recognize and agree that the collective intent of the participating entities is to establish and maintain a program that will support the region and local communities over a sustained period of time.

3. Consideration:

- a. The City shall share the cost of developing the program based upon a three-year budget as more particularly set forth in Attachment B which is for all allowable costs and expenses in furtherance of the Scope of Work.
  - i. Reimbursement under this contract shall be based on an annual budget and assessed on a per capita basis. The assessment for 2023, 2024, and 2025 is detailed in Attachment B to this Agreement, which sets forth the projected budgets. The projected budgets are based on City's population.
  - ii. Year 2026 will be supported by appropriate documentation of costs actually incurred annually before October 31, 2025. It is expressly understood that claims for reimbursement shall not be submitted in excess of actual requirements necessary to carry out the purposes of this Agreement.
  - iii. Assessments for periods after the first three years, beginning in year 2026, should be determined by the annual budget and divided on a pro rata basis which is determined in proportion to City's population.
- b. Funding and support of the program in subsequent years is upon the City's determination and appropriation of funds will go to support the activities described in this Contract. The renewal of the City's participation in the program shall be determined annually but it is recognized that the intent is to establish a cooperative and mutually beneficial Local Crime Lab that supports both the region and participating municipalities.

4. Maintenance of Records:

- a. The Conference shall maintain complete and accurate records of all business and activities under this Agreement as it relates to the development, operation, and financial records for the program. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance. During the term of this Agreement and per state law for sever years



following termination or expiration of this Agreement, the Parties shall maintain records sufficient to:

- i. Document performance of all acts required by law, regulation, or this Agreement;
  - ii. Maintain accounting procedures, practices, and records that sufficient and properly document the Conference's invoices and all expenditures made by the Conference to perform as required by this Agreement; and
  - iii. For the same period, the Conference shall maintain records sufficient to substantiate the Conference's statement of its organization's structure, tax status, capabilities, and performance.
- b. The Conference shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP). All Conference records with respect to matters covered by this Agreement shall be subject to examination by the State Auditor.
  - c. The Conference shall make available to City a copy of audit report, recommendations, and findings upon written request. The annual audit must include a management letter that addresses the adequacy of internal controls within the organization.
  - d. The Conference is responsible for any audit expenses incurred in any audit and any such expenses are normal and reasonable charges to the program. The Conference shall make available financial and other components of the work and services provided as part of the project and this Agreement upon the City's written request.

The City and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records, and books of the Conference involving transactions related to this local program and contract.

5. Relationship:

The relationship of the Conference to the City shall be that of an independent contractor rendering professional services. The Conference shall have no authority to execute contracts or to make commitments on behalf of the City and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the City and the Conference.

The Parties agree that, for the purposes of this Agreement, the Conference is an independent contractor and neither the Conference nor any employee of the Conference is an employee of the City. Neither the Conference nor any employee of the Conference is entitled to any benefits that the City provides its employees. The Conference is solely responsible for payment of any statutory workers' compensation or employer's liability insurance as required by state law.

6. Breach, Termination, and Dispute Resolution:

- a. If the Conference fails to comply with the terms and conditions of this Agreement, the City may pursue such remedies as set forth herein, including, but not limited to, termination of the contract between Parties in the manner specified herein.
- b. Failure/Breach – If the Conference fails to comply with the terms and conditions of this Agreement, or City asserts a material breach of obligations under the Parties' contract, the City shall provide written notification to the Conference of the asserted breach or failure to comply with terms or conditions of the Parties' contract. The Conference shall have thirty (30) days in which to dispute or correct the asserted breach or failure.
- c. Termination for Cause – The Parties shall have the right to terminate this contract for cause including the following:
  - (1) The Conference's material breach of the terms and conditions of this Agreement and failure to correct or resolve alleged failures or breaches as provided in the preceding paragraph;
  - (2) By mutual consent of Conference and City, in which case the two Parties shall devise by mutual agreement, the conditions of termination, including effective date and in case of termination in part, that portion to be terminated;
  - (3) City's failure to pay assessments to the Conference promptly or within sixty (60) days after invoices are rendered. Conference shall have the option of terminating this Agreement, but City shall remain obligated for all assessments and obligations through date of termination.
- d. Dispute Resolution – Should any dispute arise between the Parties, the dispute matters shall be first submitted to mediation before a mutually acceptable mediator. The Parties shall each pay their own costs associated with mediation and each shall pay one-half of the selected Mediator's fees. If the mediation is unsuccessful, then the matter, at either party's request, shall be submitted to binding arbitration in accordance with the Uniform Arbitration Act (Chapter 7.04A RCW). A substantially prevailing party shall be entitled to recover their costs and attorneys' fees incurred in the arbitration, and the substantially non-prevailing party shall pay the cost of the arbitration, including the arbitrator's fee.

7. Reports and Periodic Review:

- a. Reports to Participating Entities – Conference shall provide to City and other participating entities, periodic reports (not less than annually) of the development, operations, programs, and recommendations with respect to continuing and future services and activities for the Local Crime Lab. In the context of periodic review, the City shall also provide to the Conference any recommendations, proposals, or questions regarding both past and future operations of the program. The intent of the Parties is that the development of the Local Crime Lab shall be a collaborative effort that will benefit from a transparent and open line of communication between all participating entities.

- b. Annual Reports – The Conference shall furnish the City annual reports pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.
- c. Recognition of Development – Conference and City recognize that the development of the Local Crime Lab will be a significant undertaking with the first three (3) years being a period where the program, administration and services are developed through the collaborative efforts of all participating entities. Conference shall coordinate a collaborative review of the development and operation of the program during the summer of 2025 for the purpose of conducting a collaborative review of the program for the purpose of refining the scope and parameters of operations and services.

8. Amendments:

This Agreement, or any term or condition, may only be modified in writing and signed by both Parties. Only personnel authorized to bind each of the Parties shall sign an amendment.

9. Personnel:

The Conference represents that they have, or will secure at their own expense, all personnel required in order to perform under this Agreement. Such personnel shall not be employees of, or have a contractual relationship with, the City.

All services required hereunder will be performed by the Conference or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

The work or services covered by this Agreement may be subcontracted without prior written approval of the City. Any work or services subcontracted hereunder shall be specified in written contract or agreement and shall be subject to each provision of this contract.

10. Assignability:

The Conference shall not assign any interest on this Agreement, nor shall it transfer any interest on this Agreement (whether by assignment or novation), without prior written consent of the City thereto: provided, however, that claims for money by the Conference from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval.

11. Findings of Confidentiality:

The Parties shall use any confidential information gained by reason of this Agreement only for the purposes of this Agreement. Neither the City nor the Conference shall disclose, transfer, or sell any such information to any other party, except as provided by law. All of the reports, information, data, etc., prepared or assembled by the Conference under this contract are confidential to participants in the program and the Conference agrees that they shall not be made available to any individual or organization without prior written approval of the City unless otherwise subject to public records laws. The City shall agree the same.

12. Copyright:

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Conference.

13. Compliance with Laws:

- a. The Conference shall comply with all applicable local, state, and federal laws, related to the performance of services under this Agreement and the operation and administration of the regional crime preventative program.
- b. To the maximum extent permitted by law, the Conference shall, at its cost and expense, indemnify, defend, and hold City harmless from and against any and all demands, liabilities, causes of action, costs and expenses (including attorneys' fees), claims, judgments, or awards of damages, arising out of or in any way resulting from the gross negligence of the Conference, or its agents or subcontractors. The Conference shall maintain liability insurance covering its activities and services provided under this agreement in the form and amount determined reasonable and appropriate by the Conference.

14. Title to Property:

Title to all property purchased or furnished by Conference for use by the Conference during the term of this agreement shall remain with the Conference. The Conference shall take reasonable steps to protect and maintain all property in its possession against loss or damage. Since federal funds will provide the primary source for acquisition of necessary equipment and assets, the disposition of equipment and assets upon termination of the program shall be in accordance with applicable federal law and requirements, including but not limited to the provisions of 2 CFR Section 200.313, as amended.

15. Nondiscrimination:

The Conference agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, veteran status, pregnancy, age, marital status, political affiliation or belief, or the presence of any sensory, mental, or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60), or under Title VI of the Civil Rights Act of 1964, or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) or any other applicable state, federal or local law, rule, or regulation.

16. Interest of Members of the City:

No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the project, shall have any personal financial interest, direct, or indirect, in this contract; and the Conference shall also take appropriate steps to assure compliance.

17. Interest of Other Public Officials:

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning or carrying out of the project, shall have any personal financial interest, direct or indirect, in this contract; and the Conference shall take appropriate steps to assure compliance.

18. Interest of Consultant and Employees:

The Conference covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Conference further covenants that in the performance of this contract, no person having such interest shall be employed.

19. Creation of an Operations Board:

The Conference shall establish an Operations Board to provide oversight to the program and which shall consist of the Cities' Police Chief and the Yakima County's Sheriff. The Yakima County Prosecuting Attorney, or his delegate, will sit on the Board ex officio and will hold no voting privileges. As part of its role, the Board will meet regularly to discuss operations, programs, and services under this program, as well as its development. This Board will constitute a collaborative measure to ensure that the interests and concerns of the participating members are represented.

20. Hold Harmless:

The Conference agrees to indemnify, defend, and hold City harmless from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the City, its elected and appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of the Conference's and its agents' negligent performance of work associated with this agreement. The Conference shall not be liable for property and bodily injury that may result from the negligence of any construction contractor or construction subcontractor.

21. Integration Provision:

It is agreed and understood that this Agreement contains all agreements, promises and understandings between the Conference and the City and that no verbal or oral agreements, promises or understandings shall be binding upon either party in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity

This agreement contains all terms and conditions agreed to by the City and the Conference. The Attachments to this agreement are identified as follows:

Attachment A, Scope of Work, consisting of 1 page.

Attachment B, Local Crime Lab Services Costs, consisting of 1 page.

IN WITNESS WHEREOF, the City and the Conference have executed this contract agreement as of the date and year last written below.

CITY OF \_\_\_\_\_  
WASHINGTON

YAKIMA VALLEY CONFERENCE OF  
GOVERNMENTS

by \_\_\_\_\_,  
Mayor/City Manager

by \_\_\_\_\_,  
YVCOG Chair/Executive Director

ATTEST:

ATTEST:

by \_\_\_\_\_  
City Clerk

by \_\_\_\_\_  
Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

by \_\_\_\_\_  
Attorney for YVCOG

WSBA # \_\_\_\_\_



## ATTACHMENT A

### SCOPE OF WORK

Services performed under this contract shall consist of, but are not limited to, the following described tasks. It is recognized that the services performed under this contract may be modified based on the directives of the funding sources who hold certain privileges and abilities to direct and make modifications. The purpose of this contract is to stand up a regional crime lab with forensic equipment and expertise.

- Develop a Program within Yakima Valley Conference of Governments, known as the Local Crime Lab, to provide intelligence and forensic services to local law enforcement.
- Provide organizational management of the Local Crime Lab.
- Purchase equipment and software applications to support forensic services.
- Maintain accounting records for audit with the Washington State Auditor's Office.
- Hire and train staff to become experts with equipment purchased that will be owned and maintained in furtherance of Local Crime Lab including for intelligence and forensic purposes.
- Develop policies and procedures for internal control for the Local Crime Lab.
- Develop and submit annual reports to the participating members identifying local performance of evidence processed
- Provide training to personnel and regional law enforcement to access forensic information.
- Comply with local, state, and federal initiatives to increase public safety and reduce crime.
- Update participating members regarding new or proposed legislation, regulations, or funding streams that may impact the operation of the Local Crime Lab.
- Represent the interests of participating member jurisdictions in state or other organizations which are critical to developing and implementing regional plans for combating crime and supporting victims or victims' families of crimes committed against them.
- Manage grant and contractor compliance, monitoring and program performance evaluation and implement new grant guidance as required by funders.
- An Operations Board ("Board") shall be established to advise and provide input for the Local Crime Lab and shall include the Cities' Police Chief and the Yakima County's Sheriff. The Yakima County Prosecuting Attorney, or his delegate, will sit on the Board ex officio and will hold no voting privileges. This Board shall meet at regular intervals to discuss operations, programs, services, and development of the Local Crime Lab and otherwise providing oversight for the program.

## ATTACHMENT B

### Local Crime Lab Services per member cost:

Members		OFM			
	% Population	Population			
		2023	2024	2025	
GRANDVIEW	4.25%	10,960	\$ 10,208	\$ 16,183	\$ 16,183
GRANGER	1.43%	3,690	\$ 3,437	\$ 5,448	\$ 5,448
HARRAH	0.22%	580	\$ 540	\$ 856	\$ 856
MABTON	0.77%	1,975	\$ 1,839	\$ 2,916	\$ 2,916
MOXEE	1.71%	4,405	\$ 4,103	\$ 6,504	\$ 6,504
NACHES	0.43%	1,110	\$ 1,034	\$ 1,639	\$ 1,639
SELAH	3.19%	8,235	\$ 7,670	\$ 12,159	\$ 12,159
SUNNYSIDE	6.35%	16,400	\$ 15,275	\$ 24,215	\$ 24,215
TIETON	0.55%	1,430	\$ 1,332	\$ 2,111	\$ 2,111
TOPPENISH	3.44%	8,870	\$ 8,261	\$ 13,097	\$ 13,097
UNION GAP	2.56%	6,595	\$ 6,142	\$ 9,738	\$ 9,738
WAPATO	1.79%	4,610	\$ 4,294	\$ 6,807	\$ 6,807
YAKIMA	37.90%	97,810	\$ 91,099	\$ 144,418	\$ 144,418
YAKIMA CO.	34.19%	88,240	\$ 82,185	\$ 130,288	\$ 130,288
ZILLAH	1.24%	3,190	\$ 2,971	\$ 4,710	\$ 4,710
<b>TOTALS</b>		258,100	\$ 240,390	\$ 381,090	\$ 381,090

**(MUNICIPALITY)**  
**APPROVING THE PARTICIPATION IN THE**  
**REGIONAL CRIME INTELLIGENCE CENTER**  
**ADMINISTERED BY CONFERENCE OF GOVERNMENTS ("YVCOG")**

**WHEREAS**, the "Yakima Valley Conference of Governments" ("YVCOG") was established in 1966 as the regional local government to administer programs and services of mutual concern for the members within Yakima County, Washington. The original agreement was executed by Yakima County, the towns of Harrah and Naches, the cities of Grandview, Granger, Mabton, Moxee, Selah, Sunnyside, Tieton, Toppenish, Union Gap, Wapato, Yakima, and Zillah; and

**WHEREAS**, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, the (city) finds that YVCOG administering a regional crime intelligence center aligns with the purpose of YVCOG outlined in RCW 39.34.010 and the YVCOG Articles of Association; and

**WHEREAS**, the (city) wishes to make the most efficient use of their powers of combating crime in a regional approach and in harmony with the other member entities; and

**WHEREAS**, the elected Yakima County Sheriff is in full support of YVCOG administering the regional crime intelligence services to local law enforcement agencies; and

**WHEREAS**, the regional crime intelligence center's services will enhance the efforts and tools currently being used by local law enforcement agencies; and

**WHEREAS**, the members agree to collaborate with other members by sharing in the cost of the Regional Crime Intelligence Center and to establish local control for priorities when processing evidence used in criminal activities; and

**WHEREAS**, the YVCOG will establish an operations board consisting of local law enforcement and local law enforcement experts to determine the priorities for processing criminal evidence; and

**WHEREAS**, the Regional Crime Intelligence staff is not law enforcement, but considered support staff to law enforcement by offering services by processing criminal evidence for participating members of the Regional Crime Intelligence Center; and

**WHEREAS**, the participating members agree to continue to financially support the RCIC for a minimum of five (5) years, and to pay the three (3) years startup matching funds determined at the time of this resolution by signing a Professional Services Agreement and submitting it to the Yakima County Sheriff or YVCOG Board of Directors; and

**WHEREAS**, the members of YVCOG not participating in the Regional Crime Intelligence Center shall be immediately provided services by signing a Professional Services Agreement and

B

submitting the Professional Services Agreement to the Yakima County Sheriff or YVCOG Board of Directors agreeing to pay the three (3) year startup matching funds determined at the time of this resolution and agreeing to support the RCIC for a minimum of five (5) years; and

**WHEREAS**, the YVCOG will annually provide a balanced budget for the operations of the Regional Crime Intelligence Center to allow for lower costs by cost sharing the services provided to members and to determine the member's year shared cost; and

**WHEREAS**, the participating members will evaluate the impact of services provided to law enforcement agencies after five (5) years and determine the future of the services; and

**WHEREAS**, the members of the YVCOG Board of Directors have voted to recommend approval of the Regional Crime Intelligence Center services to its members; and

**WHEREAS**, the (city) finds that the services offered by the Regional Crime Intelligence Center should be approved by (city); and

**NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:**

The (city) hereby approves and agrees to the terms and conditions of the Yakima Valley Conference of Governments Regional Crime Intelligence Center Professional Services Agreement attached hereto as Exhibit A and authorizes the (mayor) to execute the same on behalf of (city).

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# YAKIMA COUNTY SHERIFF'S OFFICE

ROBERT UDELL, Sheriff

P.O. Box 1388 Yakima, Washington 98907 TELEPHONE: (509) 574-2500 FAX: (509) 574-2601

**To:** Mayors and City Council Members

**From:** Sheriff Robert Udell

**Date:** October 24, 2022

**RE:** Local Crime Lab

Dear Elected Officials:

The Yakima County Sheriff's Office is pleased to inform you the County Commissioners voted 3-0 to approve the \$2.8M contract with Yakima Valley Conference of Governments to administrate the Local Crime Lab for the region's law enforcement agencies.

As the elected Sheriff of Yakima County, my duty is to oversee public safety for our valley. I monitor our local agencies and trends in law enforcement closely, and work with all our valley's departments. My most important concerns have been regarding access to local technology and resources, delayed services from the state crime lab, and increasing scrutiny on agencies regarding evidence processing. I am of the strongest opinion that for our valley to improve public safety, we will need to work together, combine resources, pursue enhanced technology, and start taking matters into our own hands instead of relying only on the State any longer. No one can be counted on to help us: We must work together to make a difference!

After much discussion, the majority of county police chiefs, the prosecutor, and myself have come to a consensus that YVCOG is in a unique position to assist our collaborative effort to create a shared crime lab for several reasons.

Courts across the nation are moving toward requiring an independent, 3<sup>rd</sup> party to offer evidence and expert testimony in court. The independence of this program will eliminate any perceived conflict of interest or bias of crime lab staff. Across the country, it is best practice to have crime labs not beholden to law enforcement agencies based on their employment. *The investigative work performed in an independent agency will eliminate this concern.*

The services offered through a neutral party provides an equal playing field for all municipalities. If the services were under one agency, whether it was true or not, perception would be that the home agency's evidence would take priority over the rest. *And honestly, the opportunity and desire would be there for that agency to prioritize their cases. It is just human nature.*

C

Single agency control would mean that agency's governing body would make decisions for all participating agencies. Commissioners, one City's Council, or even a single Police Chief could just unilaterally decide to not fill a "shared" position. The other municipalities would have no voice or mechanism to ensure shared programs could continue for the remaining interested agencies. *The goal is for this effort to be enduring and stable!*

YVCOG already performs neutrally administered programs for our region as the legal and administrative entity for the valley. YVCOG has been providing services of mutual concern under the Interlocal Cooperation Act since 1966. The legal framework is described in RCW 39.34.030.

YVCOG already applies for and administers grants and has the capacity to manage what is very difficult for police agencies to administer. Law enforcement agencies are already experiencing staff shortages, and having the administration performed for us will allow law enforcement to focus on public safety.

YVCOG will provide multi-jurisdictional participation in a manner that provides greater expertise and lower costs to the member jurisdictions. The only way this program is affordable for all the agencies is by sharing the cost. No single agency can afford the level of service this program will provide. *But the best part is that by sharing costs, the overall benefits to all participating agencies and our communities is increased!*

The operations of the program will fall under the joint authority of law enforcement in a coordinated, multi-jurisdictional effort. The mission of the Local Crime Lab services will be to enhance and support faster investigations, bolster cases to support stronger prosecutions, eliminate long court delays, and provide expert testimony for local detectives to reduce costs. Trained forensic staff will process rapid DNA, bullet casings, and access criminal cell phone/computer data.

Sharing data and intelligence that is collected in a unified and integrated manner will enhance how local law enforcement works together to utilize their limited resources by conducting precision policing to interrupt crime. The first commitment is to identify criminal patterns and trends.

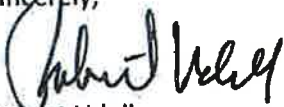
Forensic lab tools, located here in the Yakima Valley, will be offered to law enforcement agencies to assist in evidence-based decisions as detectives work through a case. The evidence processing equipment provides means to determine the risk level of an individual, or just as important, provide forensic evidence of a person's innocence. Families of victims and victims deserve resolution in a timely manner. The Local Crime Lab services program would assist in this goal for victims.

Currently, all of Yakima County's law enforcement agencies utilize lab services, either through the WSP managed state crime lab or private labs, that are out of our area and out of our control. We literally have no say in those lab's priorities. *This initiative is a local effort, managed locally!*

The \$2.8M ARPA grant has provided the necessary funds to stand-up the Local Crime Lab services program for the first four years. Our valley law enforcement agencies do not have the resources, individually or collectively, to start a Local Crime Lab services program without utilizing these ARPA funds. The funding will purchase equipment, hire and train staff, provide for operational costs, and support all Yakima Valley communities with adequate tools to decrease high crime rates. During the four years ARPA funds are being utilized to initiate and operate this program, municipalities are asked to contribute a match to support these services beyond the four-year grant period.

For these reasons, I fully support the Local Crime Lab services program at YVCOG and ask for your support in supplying the match funding.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Udell", written over a faint, larger version of the same signature.

Robert Udell

*Sheriff, Yakima County Sheriff's Office*





November 1, 2022

Dear Elected Official:

Yakima Valley Conference of Governments has been working throughout 2022 to offer a Local Crime Lab for the region's law enforcement agencies. It has been a pleasure working with some of the communities' most dedicated public servants, your Police Chiefs, and our Elected Sheriff. We have taken a year listening to the needs that local departments have in combating crime and developed the Local Crime Lab to the specifications they expressed.

The statement we heard over and over was we need to collaborate, pool funds, and be able to have local control over urgently needed resources to improve public safety. As we listened to their comments, we knew YVCOG could offer this opportunity for them.

By allowing the law enforcement authority over a program administered through YVCOG, the technology and staff costs could be shared, offering additional resources, and enhancing capabilities within their own agency. In addition to forensic programs, sharing data and intelligence and a unified approach will allow officers to work in an integrated manner like never before.

The Local Crime Lab was developed to improve public safety. YVCOG understands your criminal justice budget keeps increasing. We understand each municipality's match in the Local Crime Lab is another cost in your budget. YVCOG will continue to seek additional funding to support the operations after the ARPA grant is closed out in 2026. We will continually review and measure the success for the Crime Lab with your Chief to ensure it is delivering for our communities.

It is with pleasure I offer the Professional Service Agreement for your participation in the Local Crime Lab. I would personally like to thank the valley's Police Chiefs, Sheriff, Prosecuting Attorney, Coroner, Washington State Crime Lab, Alcohol, Tobacco, and Firearms, my Deputy Director, International Association of Law Enforcement Intelligence Analysts, Triple Base Consulting LLC, and the Executive Committee for answering our unending questions and for your support and perseverance through this program's development.

I look forward to serving you with the new Local Crime Lab.



Chris Wickenhagen  
Executive Director

**MEMBERS**

Grandview | Granger | Harrah | Mabton | Moxee | Naches | Selah | Sunnyside | Tieton | Toppenish | Union Gap | Wapato | Yakima | Yakima County | Zillah



## **Yakima Valley Local Crime Lab Bylaws**

This document establishes the role of the Yakima Valley Local Crime Lab (LCL), its administrative and operational guidelines, the obligations of each LCL member, and the obligations of YVCOG staff in support of the LCL.

### **Roles and Responsibilities**

The Yakima Valley Conference of Governments (YVCOG) has established a Yakima Valley Local Crime Lab (LCL) Operations Board to manage the coordination of services to local law enforcement. Services may include but are not limited to the areas of processing criminal evidence, criminal investigative support, reports, criminal activity intelligence, and plans thereby benefiting them in terms of efficiency, timely evidence results, and the ability to set local priorities to process evidence of a crime.

The YVCOG General Membership, YVCOG Executive Committee, or any jurisdiction's City Council or Yakima County's Board of Commissioners shall have no authority over the LCL Operations Board roles and responsibilities.

The YVCOG Executive Committee has the authority to enter into contractual agreements to operate the LCL, to adopt a balanced budget by December 31<sup>st</sup> of each year for the subsequent year, to carry out the fiscal obligations necessary to operate the LCL, and to authorize the Executive Director or his/her designee to carry out the services authorized by the LCL Operations Board.

In the interest of accountability, the Elected Sheriff has the ability to make appropriate changes in the LCL to include termination of services.

### **ADMINISTRATIVE DUTIES:**

YVCOG will prepare an annual budget in July of each year to present to the Operations Board for review and approval. The annual proposed budget will include actual expenditures from the previous year, costs to maintain the current services desired, costs for new services requested or removal of services no longer needed. The annual cost for the LCL will then be shared out based on per capita population for participating agencies. YVCOG shall administer the program with integrity honoring each agency, who choose to participate, with an equal voice.

YVCOG will seek and apply for local, state, and federal funding assistance for operating the LCL to reduce to cost to local agencies. YVCOG shall act as the fiscal agent for the LCL. LCL funds shall be deposited in a public treasury and checks disbursed pursuant to vouchers approved by YVCOG. The financial operation of the LCL shall be subject to all applicable State statutes governing budgeting and auditing procedures.

D



YVCOG will recruit for positions required to operate the LCL as determined by Operations Board. YVCOG employee staff, determine salaries, fringe benefits, and handle all employee discipline if necessary. The YVCOG Executive Director or his/her designee will work with the Operations Board to determine staff expectations.

### **YVCOG Staff Roles and Responsibilities**

YVCOG shall seek partnerships with other law enforcement agencies. YVCOG shall also work with agencies seeking to aid victims, victims' families, and other community stakeholders, where appropriate, on the following:

1. To recruit, perform interviews, and outsource background checks to Yakima County Sheriff's Office for LCL Staff
2. To maintain confidentiality in regard to jurisdictional internal investigations, or other sensitive investigations determined by the Chief of Police and Sheriff or their designees of that agency, lab staff will not share information or evidence they may have been exposed to with other LCL participating law enforcement agencies.
3. YVSIU investigations are conducted completely independently of the involved underlying agency. In the event of an officer involved shooting, the LCL will adhere to Law Enforcement Training and Community Safety Act, WAC 139-12.
4. To contract or hire technical and administrative staff to provide and perform services with respect to LCL, plans and activities including planning, grant administration and other services.
5. To identify participating members and non-participating members of the Yakima Valley Local Crime Lab and communicate back with the Operations Boards the status of participants
6. To collect the Professional Services Agreement from participating agencies and maintain adequate records
7. To invoice and collect participating members assessment fee for the Yakima Valley Local Crime Lab
8. Establish and publish a transparent budget annually showing actual costs from previous year to the Operations Board;
9. Develop subsequent annual budgets based on the needs determined by the Operations Board;
10. To work with Yakima County Technology Services and vendors to install equipment, applications, firewalls, and required security
11. Develop, implement, and update as needed policies and procedures with input and participation from the Operations Board;
12. Regularly review and evaluate best practices to determine the effectiveness of the intelligence;
13. Establish performance outcomes and targets to measure and evaluate the effectiveness of priorities set by the Operations Board;



14. Additional purposes of the administration for the Yakima Valley Local Crime Lab program (administered by YVCOG) are to:
- a. Serve as the annual fiscal agent seeking grant opportunities to fund and support services targeted at assisting law enforcement in timely processing evidence utilizing available technology;
  - b. Coordinate staff trainings and equipment maintenance;
  - c. Maintain the Crime Mapping Application (ESRI) dashboards and provide training to law enforcement when necessary how to review precise information;
  - d. Maintain the equipment purchased or leased for the Intelligence Center by proactively budgeting replacement costs while applying for grants to replace equipment when necessary;
  - e. Schedule and prepare documents for meetings;

**OPERATIONS BOARD DUTIES:**

The purpose of the Operations Board is to establish, organize and maintain a collaborative approach to combat crime in the Yakima Valley. The Operations Board will have full authority over the LCL services and budget.

**Operations Board** Members of the LCL shall:

- a. Include one voting member per law enforcement participating agency
- b. Include the Yakima County Elected Prosecuting Attorney as an ex-officio member
- c. Have the ability and authority to serve on behalf of their jurisdiction for purposes of collaboration
- d. Is directly responsible for law enforcement decisions within the jurisdictional boundaries of their agency
- e. Is directly responsible for directing law enforcement staff within the jurisdictional boundaries of their agency

It is the intent of the LCL Operations Board to work with participating member law enforcement agencies to share criminal intelligence to combat crime in a collaborative manner. The Operations Board understands that, at times, there may be sensitive internal investigative information that needs to remain confidential throughout an investigation. When this happens, the Chief of Police and Sheriff or their designees for that municipality will communicate with the Executive Director to isolate any information learned by the LCL Staff from other agencies.





The Operations Board will establish rules and policies for the LCL operations. In addition to rules and policies, they will set the expectations for delivery of services, determine priorities for processing criminal evidence, and govern the day-to-day operations and procedures of the LCL.

Each participating law enforcement agency shall have an equal vote in all decisions. Any member may designate a representative to attend meetings in that member's place. While so designated, the representative shall assume all rights and responsibilities of a full member. The designee must be from the same jurisdiction and be a law enforcement officer.

### **OPERATIONS BOARD Roles and Responsibilities**

- To determine the equipment and staffing levels to process criminal evidence in a timely manner;
- To assist in budgeting and coordination of projects and programs which may involve federal and/or state financial participation and to assist in review of such projects and programs;
- To appoint a subcommittee to interview committees, equipment evaluations, or other LCL service needs;
- To determine the measurement for success of the services provided;
- To communicate with the Executive Committee and General Membership on program services and future needs
- All LCL members are expected to support the outcome of a LCL Operations Board decisions made during meetings
- It is expected that LCL Operations Board member will provide instruction to their respective jurisdiction/agency regarding the policies and procedures within the LCL,
- Missing a scheduled LCL meeting is not justification to oppose a LCL Operations Board decision or recommendation.
- LCL members are expected to represent the interests of their respective jurisdictions and agencies, but must recognize the primary goal of achieving outcomes that maximize regional benefit.
- LCL members recognize that YVCOG Senior Staff are required to evaluate program success without consideration of jurisdictional or political boundaries, or weighting potential outcomes to member jurisdictions within the Yakima Valley

### **NON-MEMBER LAW ENFORCEMENT AGENCIES TECHNICAL ASSISTANCE SERVICES**

The LCL Operations Board strongly supports collaboration with all law enforcement agencies. At times, non-member agencies may request technical assistance processing evidence.



The LCL may process evidence for a fee to the requesting agencies upon approval of the LCL Operations Board. The criteria to process evidence will be:

1. A crime or suspect is expected to be linked to a crime committed in Yakima County
2. The Chair or Vice Chair may authorize immediate approval in an emergency
3. The evidence being processed will not typically be prioritized over evidence of a participating local agency
4. The outside agency will pay a fee for services to be determined
5. Fees for services to outside agencies will be determined by the Operations Board.

### **Meetings**

- The LCL Operations Board will meet in-person or via Zoom at a minimum of once a month on the 2<sup>nd</sup> Thursday of each month.
- Meetings may be hosted by any of the LCL members.

### **Officers**

The Operations Board shall elect a Chair and Vice Chair from the Operations Board. The Chair and Vice Chair shall serve a two (2) year term of office. There is no limit to terms of the Chair or Vice Chair. Unless otherwise provided, Robert's Rules for Small Boards shall govern the business of the Operations Board.

Chair duties include but are not limited to:

- Review draft minutes and draft agenda before distribution to the whole LCL.
- Preside over LCL meetings.
- May be asked to attend YVCOG Executive Committee meetings and YVCOG General Membership meetings when a LCL-related agenda item requires a detailed technical report or explanation.

Vice-chair duties include but are not limited to:

- Review draft minutes and draft agenda, in the absence of the Chair, before distribution to the whole LCL.
- Preside over LCL meetings when the Chair is unavailable.

### **Voting**

- Each Operations Board Member is allowed one vote on any decision before the LCL.
- All votes will pass by simple majority of members present.



- When a vote is needed prior to a regularly scheduled meeting, the LCL may use an email poll for a vote in lieu of calling a special meeting.
- Members may attend LCL meetings via teleconferencing in the event they cannot attend a meeting in person provided YVCOG has the technology necessary to provide this not only at meetings @ YVCOG but remotely if the LCL is meeting elsewhere.

### **Subcommittees**

- Subcommittees members shall be identified on a volunteer basis as approved by the Operations Board.
- Subcommittees members shall serve until the work of the subcommittee is completed, or until replacements have been identified.
- Subcommittees must have at least one member who is a member of the LCL.

### **LCL Bylaw Amendments**

- Bylaw amendment proposals may only be introduced at a regularly scheduled LCL meeting and a vote may occur at the next regularly scheduled LCL meeting.
- LCL bylaws may be amended by a majority vote.

