

## POULSBO AGREEMENT DISTRIBUTION SCHEDULE

**SUBJECT: Kitsap County & Cities – Investigative Response Team (ILA)**

### **CONFORM AS TO DATES & SIGNATURES**

- (X) Approved by the City Council: 02/01/2012
- (X) Completion: Automatic Renewal / Until Terminated
- (X) Recorded: Posted to website

### **DISTRIBUTE CONFORMED COPIES AS FOLLOWS:**

- City Attorney
- Clerk's Department: Original
- Posted to Library Drive
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- Finance:
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- Mayor
- Municipal Court
- MRSC
- Parks/Recreation
- Planning/Building
- Police
- Public Works/Engineering:

\_\_\_\_\_  
Jill A. Boltz  
City Clerk

\_\_\_\_\_  
February 13, 2012  
Date

# ***Kitsap County***



# ***Investigative Response Team***

WHEREAS, the Washington Mutual Aid Peace Officers Powers Act is intended to facilitate mutual aid and cooperative enforcement of the laws among general authority local, state and federal agencies (RCW 10.93.001(1)); and

WHEREAS, the parties utilizing this Agreement have previously mutually authorized each other to exercise Police Powers in their respective jurisdictions as evidenced by documents on file with the Washington Association of Sheriffs and Police Chiefs; and

WHEREAS, the purpose of this Mutual Aid Agreement (hereafter "Agreement") is to provide a thorough, professional, high quality investigation and to ensure the impartiality of the inquiry and/or completeness of an investigation. This Agreement is between the signatory law enforcement agencies of Washington State. It is intended to create a team of investigators who can be called upon by any of the member jurisdictions to investigate major incidents of criminal activity or of significant investigative complexity. This includes incidents of a criminal nature involving an employee of a participating agency; and

WHEREAS, nothing herein is intended to in any way limit the authority of law enforcement to act in those circumstances set forth in RCW 10.93.070(1) through (6) as now enacted or as hereafter amended.

NOW THEREFORE, the Parties agree to this implementation policy as follows:

## **1. PARTICIPATING AGENCIES**

The participating agencies are the state and local governments which operate the following departments:

- 1.1 Bainbridge Island Police Department
- 1.2 Bremerton Police Department
- 1.3 Port Orchard Police Department
- 1.4 Poulsbo Police Department
- 1.5 Washington State Patrol

## **2. DEFINITIONS**

2.1 "KCIRT" is defined as Kitsap County Investigative Response Team, a team of investigators who can be called upon by any of the participating agencies to investigate major incidents of criminal activity or of significant investigative complexity.

2.2 "KCIRT Coordinator" is defined as the individual or law enforcement position designated by the department head of each participating agency to manage KCIRT requests or deployments.

2.3 "KCIRT Commander" is defined as the individual or law enforcement position designated to be in charge of KCIRT investigators.

2.4 "Venue Agency" means the agency with primary territorial jurisdiction, as defined by RCW 10.93.020(7)

2.5 All terms will be interpreted in accordance with the purposes of Chapter 10.93 RCW or defined as provided in RCW 10.93.020.

### **3. AUTHORITY-IMPLEMENTATION**

The decision to implement Mutual Aid under this Agreement rests entirely with the department head of the Venue Agency. The level of KCIRT participation is also at the discretion of the Venue Agency. Each incident that involves KCIRT is situational, making the command structure as it relates to the specific case to be determined on a case-by-case basis. Cases involving an employee of a Venue Agency may necessitate that the command authority be relinquished to a designated KCIRT Commander from another agency. The KCIRT will not be used for conducting Administrative / Internal Investigations (i.e. non-criminal).

### **4.0 ACTIVATION**

4.1 The Chief of Police or the Sheriff of the agency with jurisdiction over the incident, or their designee shall contact their agency KCIRT Coordinator to request KCIRT activation.

4.2 The requesting KCIRT Coordinator and agency department head will select a primary KCIRT agency of choice and request KCIRT activation through that agency's KCIRT Coordinator.

4.3 The selected KCIRT Coordinator will contact participating agencies to activate appropriate personnel to respond to the specific incident.

4.4 When activated, the team will respond to the location designated by the agency of primary jurisdiction. The team members assigned to an investigation shall remain available from the time of the call out until deactivated.

4.5 Each department should establish their own guidelines as to when and if they will request assistance from KCIRT. Participating Agencies are under no obligation to request the assistance of KCIRT nor to respond to a request for assistance.

### **5. RESPONSIBILITIES OF VENUE AGENCY:**

The Venue Agency shall be responsible for the following.

5.1 The Venue Agency shall ensure proper crime scene protection. This includes, but is not limited to, immediately securing the crime scene, controlling access into the crime scene, and recording the names of individuals who have entered the crime scene. Written reports shall be provided by all personnel who enter a designated crime scene.

5.2 The Venue Agency shall identify, and take reasonable steps to protect, perishable evidence at the scene(s).

5.3 The Venue Agency shall attempt to identify witnesses who are present at the scene. If appropriate, potential witnesses should be sequestered.

5.4 If, prior to the arrival of KCIRT personnel, a person is transported to a hospital with life-threatening or fatal injuries, the Venue Agency shall make every effort to provide an officer to accompany that person in order to:

5.4.1 Locate, preserve, safeguard and maintain the chain of custody for physical evidence.

5.4.2 Obtain a dying declaration, spontaneous statement, and/or statement of then-existing, or previous, mental or physical state.

5.4.3 Maintain custody of the person if he/she has been arrested.

5.4.4 Provide information to medical personnel about the incident that is relevant to treatment, and obtain information from medical personnel relevant to the criminal investigation.

5.4.5 Identify relevant people, including witnesses and medical personnel.

5.5 The Venue Agency shall make every effort to provide necessary department personnel available to the KCIRT.

5.6 The Venue Agency shall allow use of space and equipment as needed by the KCIRT.

5.7 If a law enforcement officer has been injured and transported to a hospital, the agency in whose jurisdiction the hospital is located shall provide appropriate security and assistance. The Venue Agency shall be responsible for providing necessary assistance to the officer's family at the hospital.

5.8 Upon Venue Agency approval the Venue Agency shall be responsible for all reasonable investigative expenditures.

5.9 The Venue Agency shall be responsible for handling and storage of all evidence. Costs associated with extraordinary evidence items e.g. vehicles, vessels, etc. shall be borne by the Venue Agency.

5.10 The Venue Agency requesting the KCIRT will assist the KCIRT Commander with any requests for special support such as equipment, food, water, shelter, and transportation. This assistance is especially needed in isolated, rural areas. Such assistance will be provided by the Venue Agency within its abilities and available resources.

## **6. RESPONSIBILITIES OF PARTICIPATING AGENCY**

6.1 Each participating agency shall pay all wages and benefits due any of its employees providing services under this Agreement, including overtime pay, worker's compensation benefits and death benefits, in the same manner as when those employees are on duty working directly for their employing agency.

6.2 Each participating agency shall remain responsible for the ordinary wear and tear and routine maintenance of its respective equipment, used in support of this Agreement, whether or not the equipment is used under the direct supervision and control of the agency of such agency.

6.3 Expenses incurred in the nature of travel, meals, and lodging and other expenses not otherwise specifically mentioned here shall be paid by one or more of the participating agencies in a manner determined on a case-by-case basis. Normally, the expenditure of funds by one agency to assist another agency is roughly balance over the long term by reciprocal expenditures incurred when the other agency assists the first agency. In any situation where expenses are to be reimbursed to an assisting agency, the Venue Agency must preauthorize such expenditure.

## **7. DAMAGED EQUIPMENT**

Each participating agency will be responsible for repairing or replacing its equipment that may be damaged during an investigation. If the cost is substantial, the agency whose equipment was damaged may request to share the expense with other members but no participating agency is obligated to contribute.

## **8. MISCELLANEOUS SUPPLIES**

Each participating agency agrees to supply its own personnel with the necessary supplies to participate in the KCIRT (notebooks, cameras, tapes, electronic media, pens, etc.). Each participating agency is responsible to re-supply its own personnel for expended supplies. Unusually large expenditures may need to be discussed among participating agencies to determine if any reimbursement or shared cost is possible.

## **9. EXTRAORDINARY EXPENSES**

Extraordinary costs or expenses incurred in an investigation where this Agreement has been utilized, e.g. travel, meals, lodging or other expenses not foreseen, shall be paid in accordance with agreements established by agency heads of participating agencies on a case by case basis.

## **10. MEDIA RELATIONS**

The Venue Agency will be responsible for media contacts and relations. The KCIRT will keep the Venue Agency's Public Information Officer (PIO) apprised of releasable information regularly for dissemination. At its discretion, the Venue Agency may defer media contact to the KCIRT. However, all releases will be pre-approved by the Venue Agency. For KCIRT responses involving Venue Agency personnel as subjects of the investigation, the Venue Agency should make use of a PIO with training equivalent to FEMA, FBI Academy, or other equivalent training standards.

## **11. PUBLIC DISCLOSURE**

The Venue Agency will be responsible for public disclosure requests associated with a KCIRT investigation. When a KCIRT investigation is open and active all records associated with the investigation are exempt from disclosure. Any time a Participating Agency receives a Public Disclosure Request (PDR) while a KCIRT investigation is open and active the Participating Agency, in recognition of the need for effective law enforcement, should notify the requestor that the KCIRT file is exempt from disclosure. See RCW 42.56.240(1) and Newman v. King County, 133 Wash.2d 565, 947 P.2d 712 (1997). All PDRs should be handled in consultation with the Kitsap County Prosecutor's Office.

## **12. DURATION OF UNDERSTANDING**

This Agreement shall take effect when it has been signed by the authorized representative of each participating agency, and shall be renewed automatically on the annual anniversary of the date of signing even if the signers to this Agreement no longer hold the office they represented as signer, subject to termination as set forth herein.

## **13. TERMINATION, SUSPENSION OR WITHDRAWAL FROM AGREEMENT**

13.1 Any party to this Agreement may withdraw from the Agreement. However, prior to the withdrawal being effective, the withdrawing party must give a minimum of ten (10) days written notice to the other participating agencies. Regardless of withdrawal, the terms of this Agreement shall apply in any situation where one signing agency is then receiving mutual aid from any other participating agency or agencies. No withdrawal of a single signer or multiple signers will terminate the Agreement unless no more members remain signatories to the Agreement.

13.2 In any event, regardless of the existence of this Agreement, withdrawal from this Agreement or signing of this Agreement, all law enforcement agencies will still have full authority to act pursuant to RCW 10.93.070, Washington Mutual Aid Peace Officers Powers Act.

**14. ADDITIONAL AUTHORITY**

This Agreement shall be construed as additional authority and not as limiting any preexisting authority of the parties with respect to mutual aid.

**15. WAIVER**

The failure of any party to enforce a provision of this Agreement shall not constitute a waiver by it of that or any other provision.

**16. PARTIAL INVALIDITY**

16.1 It is the intent of the parties that if any part, term, or provision of this Agreement should be adjudged invalid, the remaining portions of the Agreement shall continue in full force and effect.

16.2 Whenever possible, each provision of this Agreement shall be interpreted in such a way as to be effective and valid under applicable law and consistent with the current Intergovernmental Agreement for Mutual Aid Amongst Law Enforcement Agencies in Kitsap County, Washington.

**17. AMENDMENTS**

This Agreement may only be amended in writing, acknowledged by the authorized signature of all parties.

**18. LIABILITY**

RCW 10.93.040 and 10.93.060 and any other applicable provisions of Chapter 10.93 govern liability and privileges and immunities available to the parties under this Agreement. Nothing contained in this Agreement shall be construed to create a liability or a right of indemnification by any third party

**19. SIGNATORIES' AUTHORITY**

19.1 The below-signed authorized representatives are signing this Agreement pursuant to RCW 10.93.070 and pursuant to the existing previously mutually authorized Police Powers in their respective jurisdictions as evidenced by documents on file with the Washington Association of Sheriffs and Police Chiefs. The authorization given by any participating agency shall be effective on the date of signature of that entity.

19.2 In accordance with RCW 10.93.130 and the Interlocal Cooperation Act, Chapter 39.34 RCW, this Agreement has been approved by the City Council, legislative board or head of each jurisdiction or participating agency. The following provisions are adopted as required by RCW 39.34.

19.2.1 As provided herein, each party shall jointly finance its operations unless a specific agreement is reached and approved regarding a specific investigation. All such specific addenda may be approved by the Police Chiefs of the affected parties in a prior written agreement as provided herein.

19.2.2 The duration of this Agreement shall be indefinite and continue until terminated by all the parties hereto.

19.2.3 No additional or organizational structure beyond that provided in Section 2.2 of this Agreement is created.

19.2.4 Any joint or cooperative understating shall be financed as provided herein. Unless a specific agreement to reimburse or pay expenses is adopted as provided herein, each party shall be responsible to individually budget sufficient amounts to fulfill its obligations under this Agreement.

19.2.5 This Agreement may be terminated as provided in Section 13 hereof.

19.2.6 This Agreement shall be effective when posted on the website of any participating agency.

**20. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, the parties by the signatures of their authorized representatives have executed this Agreement effective on the date shown by each signature.

**City of Port Orchard Police Department**

**City of Bremerton Police Department**

By: \_\_\_\_\_

By: \_\_\_\_\_

Lary Coppola  
Mayor

Craig Rogers  
Chief of Police

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

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

**City of Bainbridge Island Police Department**

**City of Poulsbo Police Department**

By: \_\_\_\_\_

Brenda Bauer  
City Manager

Approved by:

By: \_\_\_\_\_

Jon Fehlman  
Chief of Police

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

By: Becky Erickson

Becky Erickson  
Mayor

Date: 2/3/12

**Washington State Patrol**

By: \_\_\_\_\_

Robert N. Johnson  
Captain  
Bremerton District Commander

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