MULTI-AGENCY INVESTIGATIVE RESPONSE TEAM
CLALLAM & JEFFERSON COUNTIES



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 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 CEO's of participating 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 critical nature involving an employee of their office; 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:

PARTICIPATING AGENCIES

Clallam County Sheriff's Office

Coast Guard Investigative Services

Forks Police Department

Jefferson County Sheriff's Office

Port Angeles Police Department

Port Townsend Police Department

Sequim Police Department

Washington Dept. of Fish and Wildlife

Washington State Patrol

AUTHORITY-IMPLEMENTATION

The decision to implement Mutual Aid under this Policy rests entirely with the department head of the agency with primary territorial jurisdiction. The level of MIRT participation is also at the discretion of the venue agency. Each incident that involves MIRT 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 involve the command authority relinquished to a designated MIRT Commander from another agency. The MIRT will not be used for conducting Administrative / Internal Investigations.

DEFINITIONS

- "Written Consent and Terms of Written Consent Pursuant to RCW 10.93.070", (hereinafter "Written Consent") is defined as this document.
- "MIRT" is defined as Multi-agency Investigative Response Team.
- "MIRT Coordinator" is defined as the individual or law enforcement position designated by the CEO of each member agency to manage MIRT requests or deployments.
- "MIRT Commander" is defined as the individual or law enforcement position designated to be in charge of a team MIRT investigators.
- "Venue Agency" means the same as "Agency with primary territorial jurisdiction."

ACTIVATION

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

- The requesting MIRT Coordinator and agency CEO will select a primary MIRT agency of choice and request MIRT activation through that agency MIRT Coordinator.

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

- 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.
    - Note: Each department should establish their own guidelines as to when and if they will request assistance from MIRT. Departments are under no obligation to request the assistance of MIRT.

AGENCY WITH PRIMARY TERRITORIAL JURISDICTION RESPONSIBILITIES:

- The Agency with Primary Territorial Jurisdiction or Venue Agency shall be a participating member of this Written Consent.

- 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.

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

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

- If, prior to the arrival of MIRT 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:

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

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

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

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

- Identify relevant people, including witnesses and medical personnel.

- The Venue Agency shall make every effort to provide necessary department personnel available to the MIRT.

- The Venue Agency shall allow use of space and equipment as needed by the MIRT.
  - 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 Employer Agency shall be responsible for providing necessary assistance to the officer's family at the hospital.

- Upon agency approval the venue agency shall be responsible for all reasonable investigative expenditures.

- 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.

- The agency requesting the team will assist the team supervisor 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 requesting agency within their abilities and available resources.

PARTICIPATING AGENCY RESPONSIBILITIES

Each participating agency shall pay all wages and benefits due any of its personnel, including overtime pay, worker's compensation benefits and death benefits, as if those employees were on duty working directly for the agency by which he or she is employed.

Each agency shall remain responsible for the ordinary wear and tear and routine maintenance of its respective equipment, notwithstanding the equipment that is used under the supervision and control of the agency of primary jurisdiction.

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 each agency to assist another agency is reciprocally repaid when the other agency assists the first agency. In any situation where expenses are to be paid to an assisting agency, the agency with primary jurisdiction must preauthorize such expenditure.

DAMAGED EQUIPMENT

Each agency will be responsible to repair or replace their 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 member agency is obligated to participate.

MISCELLANEOUS SUPPLIES

Each agency agrees to supply their personnel with the necessary supplies to participate in the team (notebooks, cameras, tapes, electronic media, pens, etc.). Each agency is responsible to re-supply their 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.

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.

MEDIA RELATIONS

The venue agency will be responsible for media contacts and relations. The MIRT will keep the venue agency Public Information Officer apprised of releasable information regularly for dissemination. At their discretion, the venue agency may defer media contact to the MIRT. However, all releases will be pre-approved by the venue agency. For MIRT responses involving venue 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.

DURATION OF UNDERSTANDING

This mutual aid agreement shall take effect when it has been signed by the applicable sheriffs and chiefs of police, and shall be renewed automatically annually on the anniversary of the date of signing even if the signers to the agreement no longer hold the office they represented as signer, subject to termination as set forth herein.

TERMINATION, SUSPENSION OR WITHDRAWAL FROM AGREEMENT

Any law enforcement agency and party to this agreement may withdraw from the agreement. However, prior to the withdrawal being effective, the withdrawing party must give 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.

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.

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.

WAIVER

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

PARTIAL INVALIDITY

It is the intent of the parties that even if any of this agreement should be adjudged invalid, the remaining portions of the agreement shall continue in full force and effect.

Whenever possible, each provision of this memorandum of understanding 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 Jefferson and Clallam Counties, Washington.

AMENDMENTS

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

LIABILITY

RCW 10.93.040 and .060 and any other applicable provisions of Chapter 10.93 govern liability and privileges and immunities available to the parties under this agreement.

SIGNATORIES' AUTHORITY

The below-signed county sheriffs, city chiefs of police and other agency 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 law enforcement entity shall be effective on the date of signature of that entity.

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

MULTI-AGENCY INVESTIGATIVE RESPONSE TEAM
CLALLAM & JEFFERSON COUNTIES

As a representative of the Clallam County Sheriff's Office, I have reviewed the agreement describing the Multi-agency Investigative Response Team of Clallam and Jefferson Counties attached.

IN WITNESS WHEREOF, my signature officially represents written consent for participation in this program. The effective date is listed next to my signature

CLALLAM COUNTY SHERIFF'S OFFICE (name of agency)

By: W. Benedict

Printed Name: William Benedict

Title: Sheriff

Date: 6-14-2021

MULTI-AGENCY INVESTIGATIVE RESPONSE TEAM
CLALLAM & JEFFERSON COUNTIES

As a representative of the JEFFERSON COUNTY SHERIFF'S OFFICE I have reviewed the agreement describing the Multi-agency Investigative Response Team of Clallam and Jefferson Counties attached.

IN WITNESS WHEREOF, my signature officially represents written consent for participation in this program. The effective date is listed next to my signature

JEFFERSON COUNTY SHERIFF'S OFFICE **(name of agency)**

By: _____

Printed Name: JOE NOLE

Title: SHERIFF

Date: 9/10/2020

MULTI-AGENCY INVESTIGATIVE RESPONSE TEAM
CLALLAM & JEFFERSON COUNTIES

As a representative of the Port Angeles Police Department, I have reviewed the agreement describing the Multi-agency Investigative Response Team of Clallam and Jefferson Counties attached.

IN WITNESS WHEREOF, my signature officially represents written consent for participation in this program. The effective date is listed next to my signature

Port Angeles Police Department

By: _____

Printed Name: Brian S. Smith

Title: Chief of Police

Date: 12/10/2020

MULTI-AGENCY INVESTIGATIVE RESPONSE TEAM
CLALLAM & JEFFERSON COUNTIES

As a representative of the Washington State Patrol, I have reviewed the agreement describing the Multi-agency Investigative Response Team of Clallam and Jefferson Counties attached.

IN WITNESS WHEREOF, my signature officially represents written consent for participation in this program. The effective date is listed next to my signature

Washington State Patrol

By: Johnny R. Alexander

Printed Name: Johnny Alexander

Title: Assistant Chief, CVEB

Date: 6/19/2019

WSP Contract No. K15189

MULTI-AGENCY INVESTIGATIVE RESPONSE TEAM
CLALLAM & JEFFERSON COUNTIES

As a representative of the SEQUIM POLICE, I have reviewed the agreement describing the Multi-agency Investigative Response Team of Clallam and Jefferson Counties attached.

IN WITNESS WHEREOF, my signature officially represents written consent for participation in this program. The effective date is listed next to my signature

SEQUIM POLICE DEPT **(name of agency)**

By: _____

Printed Name: SHERI CRAIN

Title: POLICE CHIEF

Date: 9/11/20

MULTI-AGENCY INVESTIGATIVE RESPONSE TEAM
CLALLAM & JEFFERSON COUNTIES

As a representative of the Port Townsend Police Department, I have reviewed the agreement describing the Multi-agency Investigative Response Team of Clallam and Jefferson Counties attached.

IN WITNESS WHEREOF, my signature officially represents written consent for participation in this program. The effective date is listed next to my signature

Port Townsend Police Department **(name of agency)**

By: _____

Printed Name: Thomas A. Olson

Title: Chief of Police

Date: June 18, 2021

MULTI-AGENCY INVESTIGATIVE RESPONSE TEAM
CLALLAM & JEFFERSON COUNTIES



As a representative of the CITY OF FORKS, I have reviewed the agreement describing the Multi-agency Investigative Response Team of Clallam and Jefferson Counties attached.

IN WITNESS WHEREOF, my signature officially represents written consent for participation in this program. The effective date is listed next to my signature

FORKS PD **(name of agency)**

By: _____

Printed Name: ROWLEY, MICHAEL

Title: POLICE CHIEF

Date: 9/3/20

MULTI-AGENCY INVESTIGATIVE RESPONSE TEAM
CLALLAM & JEFFERSON COUNTIES



As a representative of the Washington State Department of Fish and Wildlife, I have reviewed the agreement describing the Multi-agency Investigative Response Team of Clallam and Jefferson Counties attached.

IN WITNESS WHEREOF, my signature officially represents written consent for participation in this program. The effective date is listed next to my signature

Washington State Department of Fish and Wildlife

By: _____

Printed Name: Steve Bear

Title: Enforcement Chief

Date: 3/26/18

MULTI-AGENCY INVESTIGATIVE RESPONSE TEAM
CLALLAM & JEFFERSON COUNTIES

As a representative of the Coast Guard Investigative Service, I have reviewed the agreement describing the Multi-agency Investigative Response Team of Clallam and Jefferson Counties attached.

IN WITNESS WHEREOF, my signature officially represents written consent for participation in this program. The effective date is listed next to my signature

Coast Guard Investigative Service (CGIS) Northwest Region

By: _____

Printed Name: Paul M. Shultz

Title: Special Agent in Charge

Date: 14 June 2021