Region 3 Critical Incident Investigation Team

AGREEMENT FOR COOPERATIVE LAW ENFORCEMENT AND MUTUAL AID

THIS AGREEMENT is entered into by and between the Sheriff’s Offices of GRAYS HARBOR COUNTY, LEWIS COUNTY, MASON COUNTY, PACIFIC COUNTY and THURSTON COUNTY, and the WASHINGTON STATE PATROL.

WHEREAS, Chapter 39.34 RCW authorizes the parties to enter into agreements for joint or cooperative actions;

WHEREAS, Chapter 10.93 RCW authorizes the parties to enter into agreements for law enforcement mutual aid; and

WHEREAS, the parties wish to continue to provide for cooperative action and mutual aid in the investigation of critical incidents (by the Critical Incident Investigative Team, CIIT) that may occur in their respective jurisdictions.

NOW, THEREFORE, it is agreed between the parties hereto as follows:

1. PURPOSE

The purpose of this Agreement is to outline the composition of the Region 3 Critical Incident Investigation Team (CIIT) and to facilitate compliance to the standards/requirements as set forth in Washington State Law (RCW) and WAC 139.12. The CIIT investigation will be an Independent investigation from the involved agency, provide Transparency throughout the investigation, will provide Communication with all involved and/or all who have a vested interest in the investigation, and create a Credible Process conducted by Credible Investigators.

The goal is to provide an investigation that is thorough, professional, impartial, and avoids conflict of interest. The CIIT will enhance the ability of all member agencies in complying with all applicable laws.
2. **ADMINISTRATION: JOINT BOARD**

The Agreement shall be administered by a joint board comprised of all Sheriff's from Grays Harbor, Lewis, Mason, Pacific, and Thurston Counties and the Chief of the Washington State Patrol.

This Committee shall have the authority to determine the manner for carrying out the terms of this Agreement. This authority shall include, but not be limited to: determining the number of employees within each agency assigned to duties pursuant to this Agreement; compliance with statutory reporting procedures; handling of evidence seized, handling of press releases; and other task of function the committee deems necessary.

The above listed members, or their designee, shall have full voting rights as a member of the Committee.

3. **NO SEPARATE LEGAL ENTITY CREATED**

No separate legal entity is created under this Agreement.

4. **BUDGET AND EXPENDITURES**

There will be no budget or established accounts/funds created for CIIT.

All expenses (personnel costs, overtime, etc.) incurred by member agencies will be the sole responsibility of the agency incurring the expense.

The Sheriff's Office affected by the critical incident and requests the Region 3 CIIT will encumber the costs/expenses associated with the investigation such as but not limited to: scene security, medical cost, etc. The cost should be discussed and approved by the affected Sheriff and/or jurisdiction prior to being incurred to avoid any surprise expenses.

5. **POLICIES & PROCEDURES**

A. The Committee shall create a Policies and Procedures manual ("Manual") that encompasses the activation, structure, and operation standards for the CIIT.
B. The Manual shall be updated on an as-needed basis.

C. The Manual and any subsequent updates shall be approved by the Joint Board and/or their designee.

D. The Manual, as amended from time to time is hereby incorporated by reference into this Agreement as if fully set forth.

E. Nothing in the Manual is meant to supersede any provisions of this Agreement. In the event of a conflict between this Agreement and the Manual, the terms of this Agreement shall prevail.

6. **CIIT STRUCTURE AND MEMBER COMMITMENT**

The CIIT structure will be defined in the "Region 3 Critical Incident Investigation Team (CIIT) Policy and Procedure Manual", and will illustrate structure, responsibilities, membership commitment, and command and control of CIIT.

7. **EMPLOYEES • COMMAND STRUCTURE**

A. All persons assigned to CIIT duties pursuant to this Agreement shall be deemed employees of their agency. Each party contributing an employee(s) to CIIT events will retain that employee as an employee and will be solely responsible for that employee, including employee’s salary, benefits, overtime, and all other terms and conditions of employment.

B. The CIIT command structure will be governed by the Region 3 CIIT Policy and Procedure Manual.

8. **USE AND ACTIVATION OF CIIT AND MUTUAL AID RESPONSE**

A. Region 3 CIIT Activation:

The CIIT may be called upon by any of the member agencies for a critical incident involving an employee(s) while in performance of their official duty, where the incident:

- Results in the death or serious injury of the employee or another person.
- All other incidents outlined in CIIT Region 3 Policy and Procedures Manual.
The CIIT may be activated by a Sheriff or their designee in accordance with Region 3 Policy and Procedure Manual.

9. **EFFECTIVE DATE/DURATION OF AGREEMENT**

This Agreement shall take effect as of the date of filing or posting as required by RCW 39.34.040 or date of the last authorizing signature affixed hereto, whichever occurs later.

The Agreement shall remain in effect unless otherwise terminated by mutual agreement of all parties.

Renewal of the agreement must take effect upon the election of a new Sheriff.

10. **WITHDRAWAL OF INDIVIDUAL PARTIES**

Any party may withdraw from this Agreement by giving thirty (30) days written notice.

11. **LIABILITY: HOLD HARMLESS; INDEMNIFICATION**

A. The parties agree that each of the parties shall, at all times, be solely responsible for the acts or the failure to act of its employee(s) and agent(s) that occur or arise in any way out of the performance of this Agreement and to save and hold the other parties and their elected and appointed officials, employees and agents harmless from all costs, expenses, losses and damages, including costs of defense incurred as a result of any acts or omissions of the party's elected and appointed officials, employees and agents, relating to the performance of this Agreement.

In the event that a claim and/or lawsuit is brought against a party to this Agreement, or against any party(s) elected and appointed officials, employees and agents for actions arising out of their conduct in performing under this Agreement, it shall be the duty of each such party to promptly notify the other parties that actually responded to, or participated in the event which is the subject of such claim or lawsuit, that the same has been initiated.
Each party and their respective defense counsel shall, to the extent reasonably possible and consistent with the best interests of their respective clients, cooperate with other parties to this Agreement and their respective defense counsel in the defense of any lawsuit arising out of response to or participation in any event under this Agreement and shall agree, whenever possible to share non-attorney fee-related costs such as records gathering, preparation of trial exhibits, the retention and payment of expert witnesses, and the cost of deposition reporting and transcription.

Each party hereto shall obtain and maintain in full force and effect public liability and property damage insurance or self-insurance coverage in the minimum amount of $1 million per occurrence and $2 million aggregate to cover claims for injury to persons or damage to property arising from the performance of this Agreement.

Insurance coverage shall not be cancelled by any party except upon thirty (30) days prior written notice by certified mail, to all other parties. Satisfactory evidence of the requisite insurance coverage shall be provided to each party to this Agreement, upon request of any other party.

B. Nothing herein shall require or be interpreted to:

1. **Waive any defense arising out of RCW Title 51.**

2. **Limit or restrict the ability of any party, or any party’s elected and appointed officials, employees and agents, or legal counsel for any of the same to exercise any right, defense, or remedy which a party to a lawsuit may have with respect to claims or third parties, including any good faith attempts to seek dismissal of legal claims against a party by any proper means allowed under the civil rules in either state or federal courts.**

3. **Cover or require indemnification, defense fog; or payment of any judgment against any individual or party for intentional wrongful conduct, conduct outside the scope of employment of any individual, or for any judgment for punitive damages against any individual or party. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her employer, should that employer elect to make said payment voluntarily. This Agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.**
4. The parties shall, to the best of their ability, coordinate their liability insurance coverages and/or self-insured coverages to the extent possible to fully implement and follow the Agreement set forth herein. However, the consent of any liability insurance carrier or self-insured pool or organization is not required to make this Agreement effective as between the parties signatory to this Agreement and the failure of any insurance carrier or self-insured pool or organization to agree or follow the terms of this provision on liability shall not relieve any party from its obligations under this Agreement. Nothing in this Agreement shall be interpreted to create third party rights in any entity not a party to this Agreement.

12. **MUTUAL AID**

The parties intend that this Agreement contemplates that any party may request mutual aid from the other parties, for purposes of effectuating the goals and purposes of this Agreement. Policies and procedures for requests for mutual aid are found in the "Region 3 CIIT Policy and Procedures Manual".

13. **AMENDMENT**

Any party may request amendment to this Agreement, however, no such amendment shall be valid or binding unless it be in writing, approved by each jurisdiction's governing body, and recorded or posted as required by RCW 39.34.040. Any such amendment shall be attached to and made part of this Agreement.

14. **NOTICE**

Notice provided for in this Agreement shall be provided to the parties on the last page of this Agreement.

15. **SEVERABILITY**

If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
16. **ENTIRE AGREEMENT**

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded.

**IN WITNESS WHEREOF**, each party has caused this Agreement to be signed by its duly authorized officer or representative as of the date set forth below its signature.

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**Grays Harbor Sheriff’s Office:**

[Signature]

Rick R. Scott, Sheriff

Date: ___________

**Pacific County Sheriff’s Office:**

[Signature]

Robin Souvenir, Sheriff

Date: 2-13-2020

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**Lewis County Sheriff’s Office:**

[Signature]

Robert R. Snaza, Sheriff

Date: 02-13-2020

**Thurston County Sheriff’s Office**

[Signature]

John D. Snaza, Sheriff

Date: 2/13/20

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**Mason County Sheriff’s Office:**

[Signature]

Casey Salisbury, Sheriff

Date: 2/13/20

**Washington State Patrol**

[Signature]

John R. Batiste, Chief

Date: ___________