

CENTRAL BASIN INVESTIGATIVE TEAM
INTERLOCAL AGREEMENT
Amended 06-23-10

RECEIVED
JUL 15 2010
MOSES LAKE POLICE

1. PREAMBLE:

This Interlocal Agreement is made and entered by and between the undersigned police agencies pursuant to RCW Chapter 39.34 and is in the nature of a mutual aid agreement for police investigative services. This Interlocal Agreement is intended to provide a means for police agencies to share scarce resources to insure professional ~~internal~~ investigations of serious member officer related incidents. The agencies participating in the Interlocal Agreement shall be known as the Central Basin Investigative Team (CBIT).

2. MISSION:

The mission of the Central Basin Investigative Team (CBIT) is to ensure public trust when investigating officers' use of deadly force, officer involved vehicle accidents that result in serious injury or death, in custody deaths and homicides.

3. GOALS:

To conduct professional and consistent multi-jurisdictional investigations of major incidents, primarily officer involved use of deadly force.

To consolidate the skills of the most experienced supervisors and criminal investigators.

To assure thorough investigations are conducted in a timely fashion.

To share forensic equipment and technology.

4. ORGANIZATION:

The Central Basin Investigative Team is comprised of Adams and Grant County municipal and County law enforcement agencies, the Washington Department of Fish and Wildlife, and the Washington State Patrol (District Six). The Grant and Adams County Prosecutor's Office act as an advisory to the organization. A chairperson will be elected from the participating agency chiefs or sheriffs, for a term of two (2) years. For voting purposes, three (3) board members will constitute a quorum.

BOARD OF OVERSEERS

Agency heads, or their representatives, will comprise the Board of Overseers. The Board of Overseers will meet annually to review a comprehensive report from the Team Commander. The report will contain activities of the team, issues involving the team, training and selection of team members. The Team Commander may also request special meetings. See annual meeting section.

5. TEAM MEMBERS AND RESPONSIBILITIES:

TEAM COMMANDER

The Commander shall be a state commissioned member of the team, having a rank above sergeant. The Board of Overseers appoints the Commander. The Commander has overall responsibility to manage and coordinate investigations. The Commander is also responsible for training team members and assuring their readiness. The Commander will report directly to the Chairperson, as well as the administrative head of the requesting agency during investigations.

TEAM SUPERVISORS (2)

Supervisors shall be captains, chief deputies, sergeants or corporals, recommended by participating agency heads and appointed by the Team Commander. The Supervisors will respond to supervise the incident. Supervisors have overall responsibility to manage and coordinate assigned incidents in the absence of the Commander. Team Supervisors shall not be from the same agency as the Commander.

INVESTIGATORS (minimum of 4)

Investigators shall be detectives/investigators, or officers/deputies with investigative experience recommended by the participating agency heads. Investigators will work in teams of two or more to complete specific investigative tasks at the direction of the Team Supervisor. One investigator will be designated as the lead investigator.

In case of a death, when the victim dies within Grant County, the Coroner will assist in processing the crime scene and coordinate other forensic assistance.

6. ACTIVATION:

1. A Chief or Sheriff, or their designee shall make the request for CBIT via MACC.
2. MACC will contact the CBIT Commander, or the Commander's designee.
3. The Commander will contact a CBIT Supervisor.
4. The Commander will assign a Supervisor as the Lead Supervisor, who will be responsible for determining how many investigators will be needed. In cases of an officer involved shooting, the Lead Supervisor will not be from the requesting agency.
5. The Supervisor will be responsible for contacting the Investigators.

Once CBIT has been requested to conduct the investigation, the Team Commander shall have sole and exclusive authority to investigate the incident, with consultation from the appropriate County Prosecutor's Office.

7. AGENCY RESPONSIBILITIES:

The requesting agency must be a participant to this agreement and provide the following:

1. Ensure proper crime scene protection.
2. Assign a member of the agency as a liaison during the investigation.
3. Make all department personnel available to the Central Basin Investigative Team.
4. Be responsible for all reasonable investigative expenses.

5. Make all information, to include documents, reports and statements available to the Team.
6. Adequate amount of space for office work and equipment.
7. Evidence space with proper controls and security.

8. MEDIA:

The requesting agency head, or designee, will be responsible for all media releases. However, the Team Commander will be consulted prior to **any** information being released to the media.

9. EQUIPMENT:

Each member agency will ensure its appointed employee has access to basic safety and investigative equipment. Investigative equipment utilized by the team will be checked out in accordance with the respective agency's policy.

10. REPORTS & EVIDENCE:

All original reports, statements and documents will be maintained by the Lead Investigator's agency. Copies of case files shall be made available to the requesting agency. The Team Commander must authorize the release of any working files for team members.

The requesting agency will be responsible for storing and maintaining all property and evidence, to include vehicles and HAZMAT materials with WASPC accepted controls and security.

11. APPOINTMENTS:

The CBIT Board of Overseers will appoint the Team Commander. The Commander shall appoint CBIT Supervisors, upon recommendation from their agency head.

SELECTED MEMBERS (Investigators) - all interested candidates are encouraged to apply, and should meet the following criterion:

- Agency must be a participant of CBIT.
- Letter of recommendation from agency head, or designee.
- Commitment to 3 years of CBIT from applicant and agency.
- Willing to complete a minimum of 8 hours training semi-annually.
- Willingness to be available for call-out.
- Two years experience as an Investigator/Detective, or equivalent experience.
- Recommend completed courses or willingness to attend:
 - Crime Scene Investigations
 - Homicide Investigations
 - Death Investigations
 - Interview and Interrogations
 - Crime Scene Photography

NOTE: At least one investigator must have completed the Reconstruction Accident Investigation course.

CBIT Investigators will be selected through the following process:

- 1) Applicant will submit a resume and letter of recommendation from department head, to the Team Commander.
- 2) Team Commander will review resume to assure candidate meets criterion.
- 3) Chairperson, Commander and Supervisor will interview candidate, with established predetermined questions.
- 4) Candidates will be appointed with a majority vote of the interview team.

12. REMOVAL FROM TEAM:

The Commander, with consultation of the Chairperson and Department Head, can remove members of CBIT without cause.

13. INCIDENT DEBRIEFING:

- 1) An incident debriefing for CBIT investigators will be conducted as soon as practical, concluding an investigation. The debriefing will be scheduled and moderated by the Commander.
- 2) The CBIT Commander will assure the requesting agency head is kept informed of the progress of the investigation.

14. MEETINGS:

The Chairman of the Board of Overseers will schedule a meeting each January for all board members. The Commander will prepare a comprehensive report concerning the activities of CBIT for the years, to include:

- Activations
- Investigations
- Training

- Equipment & Grants
- Proposed operational changes
- Personnel

The Board of Directors will also conduct elections for the Chairman and Commander if necessary.

15. TERM OF AGREEMENT:

This agreement shall be in force upon its execution by two or more of the listed agencies. This Agreement shall continue so long as two agencies remain members. Any member signing onto this Agreement may withdraw from this Agreement upon at least sixty (60) days prior written notice of termination to the other members.

16. DISPUTE RESOLUTION:

Disputes that arise as to the activities of the CBIT to accomplish the purpose of this Agreement shall be submitted to the Board of Overseers with shall meet and attempt to resolve the dispute. In the event the Board of Overseers shall be unable to resolve the dispute, the dispute shall be submitted to binding arbitration in accordance with RCW Chapter 7.04 if any part to the dispute so requests of the others in writing within ten days of the meeting of the Board of Overseers mentioned in this paragraph.

17. RELATIONSHIP OF THE PARTIES:

No agent, official, employee, servant, or representative of one party shall be deemed an officer, employee, agent, servant or representative of any other party. Each party will be solely and entirely responsible for the acts of its agents, employees, servants, or representatives.

18. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior agreements and understandings, oral, or written, with respect to such matters. Any alteration or amendment or modification of this Agreement shall be valid only if set forth in writing and signed by both parties hereto.

19. RECORDING OF AGREEMENT:

This agreement, upon its execution by a party, shall be recorded in the office of the city clerk or county auditor of the respective party.

20. CONSTRUCTION OF AGREEMENT:

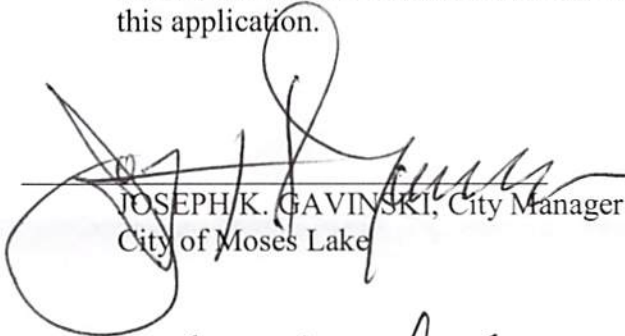
In the event of a dispute between the parties as to the meaning of terms, phrases or specific provisions of the Agreement, the authorship of the Agreement shall not be cause of this Agreement to be constructed against any party nor in favor of any party.

21. EXECUTION:

This agreement may be executed in counterpart originals. A copy of each such execution counterpart original shall be delivered to each party upon that party's execution of a counterpart original. Each party's entry into this Interlocal Agreement shall be on the date it executes this Agreement after this Agreement is effective.

ATTACHMENT A

Signatures of authorized officials participating agencies. The undersigned agree to participate in the activities of the Central Basin Investigative Team according to the work plan described in this application.



JOSEPH K. GAVINSKI, City Manager
City of Moses Lake



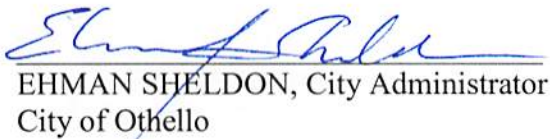
DEAN G. MITCHELL, Chief of Police
Moses Lake Police Department



FRANK DeTROLIO, Sheriff
Grant County



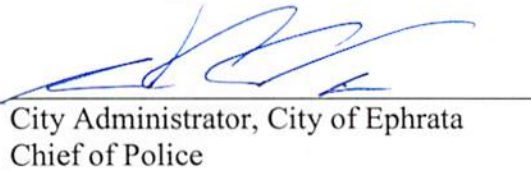
DOUGLAS BARGER, Sheriff Adams
County



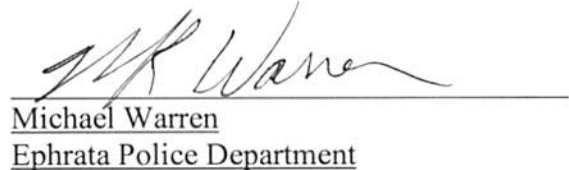
EHMAN SHELDON, City Administrator
City of Othello




STEVE DUNNAGAN, Chief of Police
Othello Police Department




City Administrator, City of Ephrata
Chief of Police



Michael Warren
Ephrata Police Department

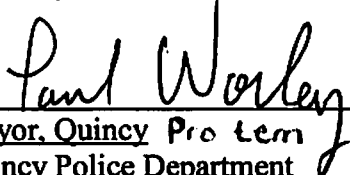


Mayor, Royal City

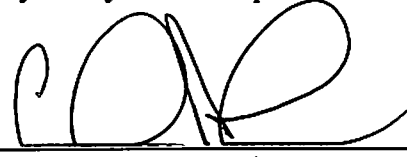


DARIN SMITH, Chief of Police
Royal City Police Department

Representative
Washington State Patrol



Mayor, Quincy Pro Tem
Quincy Police Department



CHRIS ANDERSON, Captain
Washington Department of Fish and
Wildlife



RICHARD ACKERMAN, Chief of Police