

INTERLOCAL AGREEMENT FOR MUTUAL AID WITH CRIMINAL INVESTIGATIONS BETWEEN MASON COUNTY SHERIFF'S OFFICE AND THE CITY OF SHELTON

This Interlocal Agreement for Mutual Aid with Criminal Investigations ("AGREEMENT") is entered into as of 02-20-24, by and between the Mason County Sheriff's Office ("MCSO") and the City of Shelton ("City" or SPD") collectively referred to as the "Parties."

WHEREAS, the Interlocal Cooperation Act, Chap. 39.34 RCW, allows public agencies in the State of Washington to enter into agreements for the joint exercise of their independent powers; and

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

WHEREAS, MCSO and SPD recognize the benefits of offering mutual aid to each other in the investigation of criminal activities within Mason County and the City of Shelton;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. **Purpose:** The purpose of this AGREEMENT is to establish a framework for the sharing of investigative resources between MCSO and SPD to enhance the efficiency and effectiveness of criminal investigations within their respective jurisdictions. For purposes of this Agreement, "investigation" shall be defined to include evidence gathering and the interviewing of witnesses, victims, and subjects, with the goal of determining criminal liability for major felonies including crimes of violence.
2. **Resource Sharing:** Both Parties agree to share information, expertise, personnel, and resources as needed for the investigation of criminal activities, subject to applicable laws and regulations. Each Party maintains full responsibility for the employment and supervision of its own employees.
3. **Coordination and Communication:** MCSO and SPD will establish regular communication and coordination mechanisms to facilitate the exchange of mutual aid as defined in this Agreement.
4. **Confidentiality and Public Records:** Both Parties agree to maintain the confidentiality of confidential information shared during the course of collaborative investigations, in accordance with applicable laws. Each Party shall retain responsibility for responding to any public records requests it receives seeking records that were created in the course of mutual aid under this Agreement.
5. **Call-Out or Activation Process:**
 - a. **Initiation:** In the event of a major felony, such as crimes of violence, the investigation of which would benefit from joint investigative resources, the Initiating Agency shall contact the designated point of contact of the other agency to request assistance. For purposes of this Agreement, the Initiating Agency is the jurisdiction in which the crime occurred.

b. **Criteria for Activation:** Either Party may request assistance with the investigation of major felonies, including but not limited to crimes of violence, where the expertise and resources of both agencies are essential for a comprehensive and effective investigation.

c. **Right to Decline:** Either Party may decline to provide mutual assistance, at its sole discretion, when doing so would not be feasible due to demands on the Party's own resources and personnel.

c. **Point of Contact:** Each agency shall designate a primary and alternate point of contact for call-outs or activations under this AGREEMENT. The designated points of contact shall be responsible for receiving and responding to requests for joint assistance.

d. **Contact Information:** The contact information for the designated points of contact shall be maintained and updated by each agency. Any changes to the designated points of contact shall be communicated promptly to the other agency.

6. **Agency Responsibilities:**

a. **Duties of Each Agency:** The Initiating Agency shall be responsible for coordinating and overseeing the investigation and ensuring compliance with all applicable laws and regulations. The Initiating Agency shall bear primary responsibility for the creation and retention of investigative records, and for transferring files to the prosecutor's office for a charging decision. The party rendering aid to the Initiating Agency shall provide such support and resources as are requested by the Initiating Agency.

7. **Costs:** Unless otherwise agreed upon, each Party will bear its own costs associated with participating in mutual aid under this AGREEMENT.

8. **Duration:** This AGREEMENT shall become effective upon execution by both Parties and will remain in effect until terminated by either Party with a written notice of 30 days.

9. **Termination:** Either Party may terminate this AGREEMENT for any reason upon 30 days written notice to the other Party.

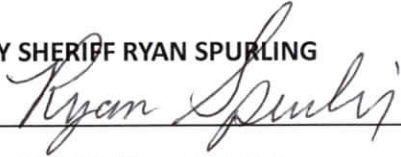
10. **Liability and Indemnity.** Any liability or claim of liability which arises out of the exercise of authority by an officer acting within the course and scope of the officer's duties shall be the responsibility of the commissioning agency. Each Party shall defend, indemnify, and hold the other Party, and its employees, officials, and agents, harmless from any claims for damages arising out of the acts or omissions of its own employees and agents. Each Party shall maintain insurance in sufficient amounts to secure its indemnity obligation.

11. **No Separate Legal Entity.** This Agreement does not establish a separate legal entity. The Agreement shall be administered by the Shelton Police Chief or designee and the Mason County Sheriff or designee.

12. **Publication.** As required by RCW 39.34.040, each Party shall list this Agreement by subject on its website or other electronically retrievable public source.


IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the effective date first above written.

MASON COUNTY SHERIFF RYAN SPURLING



Date 2/20/2024

SHELTON CITY MANAGER/POLICE CHIEF



Date 2/20/24