

Yakima Valley Special Investigations Unit



YVSIU

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SECTION 1. STATEMENT OF PURPOSE

The Mission and Purpose of the Yakima Valley Special Investigations Unit (“YVSIU”) is to thoroughly investigate officer involved incidents which involve great bodily harm or death, in-custody deaths, or other high-profile incidents where there may be an appearance of a conflict of interest. The YVSIU will operate primarily within Yakima County or outside the county upon the request of a Chief or Sheriff. The YVSIU will conduct a criminal investigation to develop relevant information to allow a determination of the presence or absence of criminal culpability on the part of those involved in the incident, specifically:

- To determine whether the nature and the quality of the involved conduct is prohibited by statutes which provide for criminal penalties upon conviction, and
- If criminal conduct does exist, determine the identity of the person(s) responsible, and
- If criminal conduct does exist, determine the degree of crime(s), and the existence of any factual or legal defenses to that crime.

Once a case has been completed and submitted to the prosecutor, it shall be made available to the Venue and Employer agencies for their internal use.

Criminal investigations shall follow the rules of law established by the State and federal constitutions, statutory and case law which apply to criminal investigations. The investigation shall be performed in a manner that provides both the appearance and the reality of a thorough, fair, complete and professional investigation.

Our Goals: To provide quality investigative assistance to all participating law enforcement agencies, especially those departments that may lack the resources to complete objective, thorough and comprehensive investigation. Additionally, we endeavor to:

- Promote public trust by conducting professional multi-jurisdictional investigations of major incidents, primarily law enforcement involved incidents which involve great bodily harm or death.
- Maximize the availability and sharing of the latest technological equipment and techniques.

- Consolidate and utilize the skills of experienced investigators and supervisors.
- Conduct quality investigations in a timely manner.

SECTION 2. MEMBER AGENCIES

Grandview Police Department
 Moxee Police Department
 Selah Police Department
 Sunnyside Police Department
 Toppenish Police Department
 Union Gap Police Department
 Washington State Patrol
 Yakima County Sheriff's Office
 Yakima Police Department
 Zillah Police Department

SECTION 3. DEFINITIONS

Employer Agency: The agency which employs the officer(s) who use lethal force, or which employs the primary officer(s) involved in the incident.

Venue Agency: The agency having jurisdiction of the incident.

Member Agency: Signatories to the agreement who have personnel assigned to the YVSIU.

SECTION 4. EXECUTIVE BOARD

The Executive Board of the Yakima Valley Special Investigation Unit shall consist of the Sheriff and Police/WSP Chief(s), or their designee, of each Member Agency. Representatives of the Prosecutor's Office and the Coroner's Office will be invited to all Board meetings and their input may be solicited. For voting purposes and for decision making for administrative purposes in administering this agreement, it will be the majority rule of the Executive Board.

The Chairman of the Executive Board will rotate between the Yakima County Sheriff, designated upper valley Police Chief and designated lower valley Police Chief every two years. The Chairman of the Executive Board shall schedule a meeting of the Executive Board in January of each year. The purpose of the meeting will be to receive a comprehensive report from the YVSIU Commander concerning activities of the Unit over the past year, address issues pertaining to the operation and support of the Unit, and address changes to the YVSIU protocol. Special meetings may be called at any time by a member of the Executive Board. Special meetings may also be requested by the YVSIU Commander.

SECTION 5. YVSIU COMMANDER

The YVSIU Commanders will be the rank of lieutenant or higher. The YVSIU Commander shall have the responsibility to develop a unit Standard Operating Procedure / Guidelines (SOP/G) and manage and coordinate the readiness and training of the Unit. Candidates for the YVSIU Commander position will be nominated by a member agency and selected by the Executive Board. The YVSIU Commander will report to the Executive Board. The YVSIU Commander will serve two years, but the term may be extended or terminated at the discretion of the Executive Board. A Commander must have strong tact and leadership skills, with experience in criminal investigations and strong working knowledge of the Incident Command System (ICS) to include completion of ICS 300 and ICS 400 level training.

SECTION 6. OPERATIONS CHIEF(S)

The Operations Chief(s) will be a qualified senior supervisor with experience in criminal investigations and knowledge of the ICS. The Operations Chief(s) will be nominated by a member agency and selected by the YVSIU Executive Board. The Operations Chief(s) must have strong leadership and organizational skills. The Operations Chief(s) should have a working knowledge of the Incident Command System (ICS) to include completion of ICS 300 and ICS 400 level training and be prepared to assume command in the absence of the YVSIU Commander. The Operations Chief(s) will assist the YVSIU in the development of the SOP/G, oversee investigations and assign YVSIU resources as needed.

SECTION 7. PUBLIC INFORMATION OFFICER

The Public Information Officer(s) ("PIO(s)") will be selected from a list of qualified personnel who have attended the basic and advanced PIO training. They should have strong verbal and written communications skills. The PIO(s) will be chosen by the YVSIU Executive Board.

SECTION 8. TEAM LEADER

A Team Leader will be an investigative supervisor. The Team Leader must have good leadership and communication skills; as they will be leading a team of investigators from multiple jurisdictions. The Team Leader(s) will be selected by the YVSIU Commander with the permission of their agency's chief executive or designee.

SECTION 9. INVESTIGATOR

Investigators will be experienced officers with a background in criminal investigations. They must be adept at working with multiple agencies. The Investigators will be selected by the YVSIU Commander with the permission of the investigators agency's chief executive or designee.

SECTION 10. TRAINING

The member agencies will strive to ensure that the Team Leaders and Investigators assigned to YVSIU have classes in the following core areas:

Criminal Investigations

Crime Scene Investigations

Basic Homicide Investigations

Interview and Interrogation

Officer Involved Shooting Investigations

In Custody Death Investigations

Criminal Jurisdiction in Indian County

Team Leaders and Investigators must have completed six of the seven core classes in order to be considered for assignment to the YVSIU. Investigators must complete all the core classes within two years of being assigned. In addition, member agencies are expected to provide their investigators with advanced training courses. These courses may include advanced homicide investigation, blood spatter analysis, crime scene photography/videography, and other classes relevant to their assignment with the YVSIU.

SECTION 11. ACTIVATION

1. Automatic and Immediate: Upon the occurrence of an officer-involved use of force resulting in great bodily harm or death, or in-custody death. The invocation of this Protocol is automatically and immediately in effect, upon the request of the Venue Agency.
 - A Chief of Police, Sheriff, or WSP Commander, or their designee, shall make the request for the YVSIU to the Yakima County Sheriff's Office Communication Center.
 - Dispatch shall contact the YVSIU Commander through standard call-out procedures identified on the YVSIU phone tree or contact list.
 - The YVSIU Commander shall assign the Operations Chief and Team Leader. The Operations Chief shall be responsible for determining how many investigators will be needed during the initial response.
 - In cases of an officer-involved fatality, the Team Leader shall not be from the employing agency (excluding the WSP).

2. Other Incidents: This Protocol may also be invoked for other significant incidents, as approved by the YVSIU Commander.
3. Non-Member Agencies: The request for investigative assistance in an officer-involved critical incident shall be made by the chief executive of the non-member venue agency to the YVSIU Commander. The YVSIU Commander will decide if the unit is to be activated.
4. Invocation When Not Required:
 - Each member agency of this agreement may invoke this Protocol upon the occurrence of any critical event involving a law enforcement employee which may have possible criminal liability attached. Upon this invocation, the matter will be investigated under the provisions of this Protocol. Member agencies may elect to not participate in the investigation based upon their internal policies and procedures.
 - In lieu of invoking this Protocol, the venue agency may investigate the matter by itself or seek aid from other agencies outside of the Protocol's requirements.

SECTION 12. RESPONSIBILITIES

- The venue agency shall make the initial request to activate the YVSIU.
- The venue agency shall provide a command-level liaison.
- Both the employer agency and venue agency shall make appropriate department personnel available to the YVSIU.
- The venue agency shall make available facilities and equipment as needed by the YVSIU.

SECTION 13. AUTHORITY

Once the YVSIU has agreed to investigate an incident as requested by the venue agency's chief executive, the YVSIU shall have sole and exclusive authority concerning the investigation of the incident. The YVSIU Commander or designee will provide appropriate case updates to the employer agency's chief executive, or their designee, throughout the course of the investigation.

Washington State Patrol policy directs that the WSP will investigate use of lethal force by its personnel, and that the WSP will not attempt to prevent a concurrent investigation by other agencies with jurisdiction. The YVSIU and the WSP may work jointly to criminally investigate the incident if the involved officer is a WSP commissioned employee.

SECTION 14. COSTS

Each member agency shall be responsible for their employees' wages and associated personnel costs. The venue agency shall be responsible for all reasonable investigative expenditures. The venue agency shall be advised of all extraordinary costs associated with the investigation.

SECTION 15. INTERLOCAL COOPERATION ACT PROVISIONS

No special budget or funds are anticipated, nor shall be created. It is not intended that a separate legal entity be established to conduct this cooperative undertaking, nor is the acquiring, holding, or disposing of real or personal property intended other than may be specifically provided within the terms of this Agreement. The section of this Agreement on "Executive Board" indicates who are the Co-Administrators of this Agreement.

SECTION 16. EVIDENCE

- Evidence Storage: All evidence shall be stored under the control of the Yakima County Sheriff's Property Room or, in the event of a conflict, it shall be stored at a non-employer agency as designated by the YVSIU Commander. The YVSIU Commander shall coordinate with the member agency's chief executive or designee to ensure compliance with that agency's policies and procedures. The venue agency shall be responsible for storage and handling costs of extraordinary items such as vehicles, HAZMAT, etc.
- Evidence Retention: No evidence shall be released or destroyed without consent or agreement of the other agencies involved in the investigation including the Yakima County Prosecuting Attorney's Office. Once the criminal prosecution is completed all property owned by private citizens will be released in accordance with State Law and the involved agency's policies and procedures.

SECTION 17. CASE FILES

- All original reports, statements and other documentation of venue agency employees should be filed and maintained by the Venue Agency or the Yakima County Sheriff's Office. Copies of those reports, statements and other documentation shall be submitted to the YVSIU Commander in a timely manner. Reports filed in Spillman will be segregated.
- Copies of all case files should be made available to the employer agency.
- The complete investigation will be sent to the Yakima County Prosecuting Attorney's Office or the Prosecuting Attorney's Office with jurisdiction.

SECTION 18. INVESTIGATIVE PRIORITY

The Criminal Investigation has investigative priority over the Administrative Investigation and it begins immediately after an incident has occurred.

SECTION 19. INVESTIGATIVE GOALS

The goal of the investigation is to develop all available relevant information about the incident. When the investigation is completed, including all forensic testing, toxicology report and autopsy reports, the case will be submitted to the County Prosecutor. The County Prosecutor will make a final determination on the presence or absence of criminal culpability on the part of those involved in the incident.

In addition, the investigation may incidentally provide factual information to the employer agency's management for its internal use. While the Criminal Investigators do not direct their investigative attention to administrative concerns, it is recognized that the Criminal Investigation's results are of proper interest to agency management for its internal use, and those results are fully available for that purpose.

SECTION 20. RESPONSE BY YVSIU

Once the YVSIU activation has been authorized, the YVSIU Commander will direct resources to the investigation. The initial YVSIU response will consist of the Operations Chief, Team Leader and an adequate number of Investigators to handle the investigation. If additional resources are needed as the investigation evolves, that will be at the discretion and direction of the Operations Chief. When possible the Team Leader(s) should not be from the employer agency (excluding the WSP).

SECTION 21. INVESTIGATIVE REQUIREMENTS

The investigation is required to follow the rules of law, which apply to all criminal proceedings; these include constitutional, statutory and case law. Detectives will maintain the integrity of the investigation by following the rules of evidence throughout the investigation.

The investigation will be performed in a manner that provides a thorough, fair, complete and professional investigation, free of conflicts of interest.

SECTION 22. VEHICLE INCIDENTS

When requested, the YVSIU will investigate officer involved incidents when the use of a vehicle is an intentional use of force by a police officer that causes great bodily harm or death. In these investigations, the YVSIU will utilize experienced Collision Reconstructionists and appropriate resources.

This section is not to imply that the YVSIU will be activated in a police involved collision causing great bodily harm or death where the collision was not a result of an intentional use of force.

SECTION 23. INVESTIGATORS' MEETING

After the initial scene has been processed, the Team Leader may conduct a briefing with the Investigators to determine what has been accomplished and what still needs to be accomplished to complete the investigation. Attendees to this meeting will consist of the Operations Chief, Team Leader and key Investigators involved in the investigation.

SECTION 24. COMMAND STAFF BRIEFING

The purpose of this briefing is to advise the Command Staff from the employer agency the status of the incident and to determine what information is appropriate for the media releases. In addition to the Command Staff from the employer agency, the attendees to this meeting typically will consist of the YVSIU Commander, the Operations Chief, investigative Team Leader and PIO.

SECTION 25. SCENE SECURITY

The venue agency will have the responsibility for immediately securing crime scene(s) within its jurisdiction. This responsibility includes preservation of the integrity of the scene(s) and its/their contents, controlling access to the scene(s), and the identification and separation of witnesses. Use of allied agency resources may be necessary to accomplish this task.

SECTION 26. PHYSICAL EVIDENCE COLLECTION, PRESERVATION, AND ANALYSIS

Member agencies having the capability to assist YVSIU Investigators in the documentation of the scene(s) and to assist in the collection, preservation, and analysis of physical evidence may do so providing they possess the requisite training and experience.

Prior to final relinquishment of the scene, the Team Leader, crime scene Investigators/ professionals, and YVSIU Command Staff will confer to determine if the collection of evidence is complete.

SECTION 27. EMPLOYEE RIGHTS

Law enforcement employees have the same rights and privileges regarding YVSIU interviews that any other citizen would have, including the right to remain silent, the right to consult with an attorney prior to an interview, and the right to have an attorney present during the interview.

SECTION 28. PUBLIC SAFETY STATEMENT

Public Safety Statements should be taken with consideration of the Employer Agency's policies, procedures and documents.

SECTION 29. REPORT WRITING

1. All individuals participating in the criminal investigation will write reports documenting their participation.
2. The Investigators within each investigative team will allocate and divide among themselves the responsibility for documenting interviews and observations.
3. Prompt completion and distribution of reports is essential. All involved agencies and investigators will strive for report completion and distribution within 7 days of any investigative activity. The Coroner's report may be delayed beyond 30 days pending results of some scientific tests.

SECTION 30. MEDIA RELATIONS

1. YVSIU: Once the YVSIU has initiated an investigation, all YVSIU media releases related to the investigation shall be made by the YVSIU Public Information Officer (PIO) or other official designee with the approval of the YVSIU Commander after consultation with the employer agency chief executive or designee. The YVSIU may release information typically on the day of the incident, an intermediate news release, and then a release when the complete investigation is sent to the Prosecutor.
2. THE EMPLOYER AGENCY: The employer agency's Public Information Officer ("PIO"), or other official designee, will release information in coordination with YVSIU supervisors. It shall be the responsibility of the employer agency to determine when the involved officer's name will be released to the public, pursuant to their policies and procedures.

SECTION 31. SANCTIONS/REMOVAL OF MEMBER AGENCY

Willful violations of the protocol agreement will be brought to the attention of the Executive Board by the YVSIU Commander, Operations Chief or Team Leaders. The Executive Board, by majority vote, may elect to immediately stop the investigation and turn the investigation over to the venue agency. A member agency failing to abide by this agreement may also be removed from the YVSIU by a majority vote of the Executive Board.

SECTION 32. TERM OF AGREEMENT

This Agreement shall become effective on the date it is executed by all signing parties, and shall remain in full force and effect and is intended to be indefinite.

SECTION 33. TERMINATION

A party may terminate this Agreement or, alternatively, withdraw its participation in the YVSIU by providing written notice to the chief law enforcement officer for each member agency of its intent to terminate or withdraw from this agreement. A notice of termination or withdrawal shall become effective upon the latter of: a) 30 days after service of the notice on the chief law enforcement officers for all member agencies; or b) at the conclusion of any YVSIU investigation that is pending on the date of the written notice of intent to terminate or withdraw from this Agreement.

SECTION 34. STATUS OF OFFICERS ASSIGNED TO YVSIU

- Pursuant to RCW 10.93.050, each officer assigned to the YVSIU remains the employee of the party who hired the officer, and is not an employee of any other member agency.
- Member agencies shall not allow officers who have been disciplined for dishonesty, bias or improper use of force subject to the provisions in *Brady V. Maryland* to be assigned to the YVSIU.

SECTION 35. LIABILITY, HOLD HARMLESS AND INDEMNIFICATION

- Pursuant to RCW 10.93.040, it is understood and agreed that each member agency, its agents, employees, and insureds do not, by virtue of these Protocols, assume any responsibility or liability for the actions of another agency's officers.
- Each party hereto shall be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers to the fullest extent required by law, and shall save, indemnify, defend and hold harmless all other parties from such liability. In the case of negligence of more than one party to this Agreement, any damages shall be in proportion to the percentage of negligence attributed to each party, and each party shall have the right to contribution from the other party in proportion to the percentage of negligence attributed to the other party. Nothing contained in this section of this Agreement shall be construed to create a liability or a right of indemnification in any third party. The provisions of this section shall survive the termination or expiration of this Agreement.

SECTION 36. DISPUTE RESOLUTION

For the purpose of this Agreement, time is of the essence. Should any dispute arise concerning the enforcement, breach or interpretation of this Agreement, the parties shall first meet in a good faith attempt to resolve the dispute.

SECTION 37. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference to this Agreement shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement. To this end, the provisions of this Agreement are declared to be severable.

SECTION 38. MISCELLANEOUS

Any provision of this Agreement that imposes an obligation that continues after termination or expiration of this Agreement shall survive the term or expiration of the Agreement and shall be binding on the parties to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

SECTION 39. MUNICIPAL AUTHORIZATIONS AND APPROVAL BY LEGISLATIVE AUTHORITY

By signing below, the signor certifies that he or she has the authority to sign this Agreement on behalf of the party, and the party agrees to the terms of this Agreement. The signor also certifies that the legislative authority of his or her respective employer (the City Council for cities or the County Commissioners for counties) has approved the Agreement by Resolution. This is to comply with the Washington Interlocal Cooperation Act, RCW 39.34.030(2) which states in part: "(2) Any two or more public agencies may enter into agreements with one another for joint or cooperative action pursuant to the provisions of this chapter....Appropriate action by ordinance, resolution or otherwise pursuant to law of the governing bodies of the participating public agencies shall be necessary before any such agreement may enter into force."

SECTION 40. EXECUTION OF AGREEMENT

This Agreement may be signed in counterparts by the parties. If the Agreement is signed by the parties in counterparts, it will be considered a fully executed Agreement.

SECTION 41. FILING

Pursuant to RCW 39.34.040 regarding methods of filing agreements pursuant to the Interlocal Cooperation Act, a copy of this Agreement shall be filed with the Yakima County Auditor, or, alternatively, listed by subject on the public agency's website or other electronically retrievable public source.

THIS AGREEMENT is executed by the persons signing below, who warrant that they have the authority to execute this Agreement.

YAKIMA POLICE DEPARTMENT

Chief Matthew Murray

Date: _____

Cliff Moore, City Manager

Date: _____

ATTEST:

Sonya Claar Tee, City Clerk

City of Yakima Contract No. 2019-_____
Resolution No. R-2019-_____

YAKIMA COUNTY SHERIFF'S OFFICE

Sheriff Robert Udell

Date: _____

Michael D. Leita, Chairman

Norm Childress, Commissioner

Ron Anderson, Commissioner
Constituting the Board of County Commissioners
for Yakima County, Washington

Approved as to form for Yakima County:

Stefanie J. Weigand
Senior Deputy Prosecuting Attorney

ATTEST:

Linda Kay O'Hara, Clerk of the Board of
County Commissioners

UNION GAP POLICE DEPARTMENT

Gregory Cobb, Chief of Police

Date: _____

Arlene Fisher, City Manager

Date: _____

GRANDVIEW POLICE DEPARTMENT

Kal Fuller, Chief of Police

Date: _____

Gloria Mendoza, Mayor

Date: _____