INTERAGENCY AGREEMENT

BETWEEN

THE WASHINGTON STATE INTERNET CRIMES AGAINST CHILDREN TASK FORCE ACTING THROUGH THE CITY OF SEATTLE POLICE DEPARTMENT

AND

SEQUIM POLICE DEPARTMENT

This Interagency Agreement is entered into by and between the Washington State Internet Crimes Against Children Task Force (WA ICAC TF), acting through the City of Seattle Police Department and Sequim Police Department (Affiliate Agency) acting through its duly authorized representative.

WHEREAS, The United States **Department of Justice (DOJ) Office of Juvenile Justice and Delinquency Prevention (OJJDP)** have created the Internet Crimes Against Children (ICAC) Task Force Program. The mission of the national ICAC Task Force Program is to assist state, county and local law enforcement agencies in developing an effective response to technology-facilitated child sexual exploitation. This assistance encompasses digital forensic examinations, investigative techniques, specialized training, technical assistance, victim services, and prevention and community education. Due in large part to the technological aspects of these cases, the ICAC Task Force Program promotes a multi-jurisdictional, multi-agency, team approach to investigating and prosecuting ICAC cases; and

WHEREAS the ICAC Task Force Program is a national network of 61 coordinated task forces representing more than 3,500 federal, state, and local law enforcement and prosecutorial agencies with each task force having an agency designated by the **OJJDP** as the "Lead Agency" which is the agency awarded federal funding to assist with overseeing the taskforce and supporting affiliate agencies.

WHEREAS, Seattle Police Department (SPD) has been designated by **OJJDP** as the "Lead Agency" to oversee the multi-jurisdictional **Washington State Internet Crimes Against Children Task Force (WA ICAC TF)** intended to combat crimes related to the sexual exploitation, enticement and victimization of children through the internet, online communication systems, telecommunications technology and other computer technology. SPD will use a portion of the federal funding to support and enhance the skills and

knowledge of the affiliate agency's personnel through training, equipment, supplies, and technical support.

NOW THEREFORE, the parties hereto agree as follows:

This Interagency Agreement contains ten (10) Articles.

ARTICLE I TERM OF AGREEMENT & TERMINATION

This Interagency Agreement shall be effective upon date of signature and be in effect until such time as federal funding for the ICAC Task Force Program ends or the Interagency Agreement is canceled by either party upon 30 days' written notice.

The term of this Interagency Agreement shall be in effect until terminated pursuant to the provisions hereof. Either agency may cancel this agreement with (30) thirty days of written notification to the other agency. Said notification must be provided from the appropriate authorized authority within that agency.
Upon receipt of the written notification the SPD will permanently remove the agency from Affiliate Agency status with the ICAC Program, which will also remove them from the National ICAC program. This removal will prohibit their attendance at trainings and/or conferences sponsored by the national program or other national taskforces.

ARTICLE II OPERATIONAL STANDARDS

Affiliate Agencies agree to adhere to the *ICAC Task Force Program Operational and Investigative Standards,* attached to and made part of this Agreement, as Attachment A. The undersigned law enforcement agency agrees to investigate ICAC cases within their jurisdiction and assist other jurisdictions to investigate these cases, as practical.
Affiliate Agencies agree to only use authorized personnel supervised by law enforcement per their department policies and guidance within Attachment A. Violation of the ICAC Standard Operating Procedures is considered a material breach of this agreement and cause for cancellation of the affiliate agency's affiliation with the Washington ICAC task force. Upon discovering a violation and notifying the Affiliate Agency, the SPD may cancel the contract and rescind any funding.

ARTICLE III JURISDICTION

The principal sites of WA ICAC TF activities will be in the respective jurisdictional area of each Affiliate Agency. Nothing in this agreement shall otherwise limit or enhance the jurisdiction and powers normally possessed by an Affiliate Agency's employee(s) as a member of the WA ICAC TF. Affiliate Agencies may on occasion be referred investigations that are outside of the physical boundaries of their respective municipalities due to specific needs, capabilities or expertise as identified by the WA ICAC TF Lead Agency. Affiliate Agencies agree to take these referrals and conduct appropriate investigations in conformance with the ICAC Operational Standards, investigative or operational training, and their agency policing policies.

ARTICLE IV EVIDENCE

Seized evidence and any other related forfeiture will be handled in a manner consistent with the seizing law enforcement agency's policies and national standards outlined in Attachment A.

ARTICLE V INSURANCE AND LIABILITY

Each Affiliate Agency shall maintain sufficient insurance coverage or a fully funded self-insurance program, approved by the State of Washington, for the protection and handling of the liabilities including injuries to persons and damage to property. Each Affiliate Agency agrees to maintain, at its own expense, insurance, or self-insurance coverage for all of its liability exposures for this Agreement and agrees to provide the City of Seattle with at least 30 days prior written notice of any material change in the Affiliate Agency's liability coverage. The parties are responsible and liable for the acts and omissions of their own officers, agents or employees in connection with the performance of their official duties under this Agreement.

ARTICLE VI CONFIDENTIALITY

The parties agree that any confidential information pertaining to investigations of WA ICAC TF will be held in the strictest confidence and will only be shared where necessary with participating WA ICAC TF members, or other law enforcement agencies, or as otherwise compelled by federal and/or state law.

ARTICLE VII COMPLIANCE WITH EQUAL OPPORTUNITY LAWS

To the extent required by law, the Affiliate Agency shall comply with all applicable laws, standards, orders, rules, and regulations regarding equal employment which are applicable to the Affiliate Agency's performance of this Interagency Agreement, including Rules of Practice for Administrative Proceeding to Enforce Equal Opportunity under Executive Order No. 11246, title 41, subtitle B, Chapter 60, part 60-30.

ARTICLE VIII GOVERNING LAW AND VENUE

This Interagency Agreement is governed in all respects by applicable local, State, and Federal laws which shall supersede any provisions made in this Interagency Agreement to the contrary. Any provision effected will not negate the rest of the Interagency Agreement. If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement. The exclusive venue is in Seattle, King County, Washington.

ARTICLE IX AMENDMENTS

This Interagency Agreement can be amended or replaced in the event of new requirements under the national ICAC Task Force Program or as designated by law or other proper

lawful authority. No modification or amendment of the provisions hereof shall be effective unless in writing and signed by authorized representatives of the parties hereto. The parties hereto expressly reserve the right to modify this Agreement, by mutual agreement.

ARTICLE X AGREEMENT EXECUTION

This Agreement may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Agreement electronically signed by each Member, for all purposes. The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

WASHINGTON STATE
INTERNET CRIMES AGAINST CHILDREN
TASK FORCE

INTERAGENCY AGREEMENT

EXECUTED BY

The **SEATTLE POLICE DEPARTMENT** (SPD),
a department of the City of Seattle, hereinafter referred to as "SPD",
Department Authorization Representative:
Sue Rahr, Interim Chief of Police
PO Box 34986
Seattle WA 98124-4986

AND

The **SEQUIM POLICE DEPARTMENT,**
a department of the City of Sequim, hereinafter referred to as "SPD",
Department Authorized Representative:
Mike Hill, Chief of Police
152 W Cedar St,
Sequim, WA 98382

In Witness, Whereof, the parties have executed this Agreement by having their representatives affix their signatures below.

SEQUIM POLICE DEPARTMENT

Mike Hill, Chief of Police

Date: 09/30/2024

SEATTLE POLICE DEPARTMENT

Sue Rahr
Sue Rahr (Oct 10, 2024 17:00 PDT)

Sue Rahr, Interim Chief of Police

Date: 10/10/2024