

N68742-20140917-0030

DEPARTMENT OF THE NAVY
 COMMANDER, NAVY REGION NORTHWEST
 1100 Hunley Rd., Silverdale, WA 98315-1100

Naval Criminal Investigative Service Northwest Field Office
 1003 Sunfish Dr., Silverdale, WA 98315

City of Everett Police Department
 3002 Wetmore Ave., Everett, WA 98201

COMNAVREG NW	NCIS	City of Everett PD
4000	4000	
Ser N80/0026	Ser	
5 Feb 15		

MEMORANDUM OF UNDERSTANDING
 BETWEEN
 NAVAL CRIMINAL INVESTIGATIVE SERVICE NORTHWEST FIELD OFFICE
 AND
 COMMANDER, NAVY REGION NORTHWEST
 AND
 CITY OF EVERETT POLICE DEPARTMENT
 FOR
 LAW ENFORCEMENT SUPPORT

Subj: MEMORANDUM OF UNDERSTANDING FOR LAW ENFORCEMENT SUPPORT

Ref: (a) DoD Instruction 4000.19 of 25 April 2013
 (b) DoD Directive 5400.11 of 1 September 2011
 (c) CNICINST 4000.1B
 (d) SECNAVINST 5820.7C
 (e) SECNAVINST 5820.8A
 (f) SECNAVINST 5430.107
 (g) JAGINST 5800.7F
 (h) RCW 46.20.308 Implied consent—Test refusal—Procedures
 (i) MOU between Naval Station Everett and Everett
 Security Department of 24 January 2006
 (j) Law Enforcement Procedures Agreement between NAVSTA
 Everett, the City of Everett, and the Snohomish
 County Sheriff's Office of 16 October 2001

Encl: (1) Tactical Response Addendum
 (2) Delivery Agreement

1. Purpose. To establish a Memorandum of Understanding (MOU) in accordance with references (a) through (h), which identifies law enforcement support provided by the City of Everett Police

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Department (EPD) to Naval Station (NAVSTA) Everett, a component of Commander, Navy Region Northwest (COMNAVREG NW).

2. Background. Generally, offenses committed by military personnel on board NAVSTA Everett are investigated by the NAVSTA Everett Security Force and adjudicated within the military justice system; however, there may be occasions when such offenses should be investigated by civilian law enforcement and adjudicated in state or city court. Subsequent paragraphs of this agreement provide examples of such occasions. The procedures set forth herein are intended to make the investigation of offenses committed by military and civilian personnel on board NAVSTA Everett more expeditious and efficient while giving appropriate consideration to the requirements of the armed forces, the policies of civilian law enforcement, and matters of mutual interest.

3. Scope. This MOU establishes the law enforcement responsibilities and procedures at NAVSTA Everett which consists of concurrent legislative jurisdiction.

4. Period of Performance. This MOU shall be in effect for six years from the date of last signature affixed unless modified or terminated in accordance with paragraph 13 and supersedes references (i) and (j).

5. Arrest Requirements

a. Arrests of military personnel or civilians on NAVSTA Everett by EPD shall be by request or with the permission of the Commanding Officer or his/her designated representatives, which is generally the Staff Judge Advocate (SJA). In the case of military personnel, authorization shall not be withheld without reasonable cause or military necessity and subject to the exceptions in section 0610 of reference (g).

b. All arrests shall be made pursuant to a valid arrest warrant or subject to exception to warrant requirement as defined by law.

c. Whenever the delivery of any military member or civilian present on board NAVSTA Everett is requested, if applicable, EPD shall present the arrest warrant to the NAVSTA Everett Security Force who shall consult with the Commanding Officer and the SJA to obtain permission to serve the warrant. The warrant will then be delivered at a place to be determined by the Commanding Officer and the SJA. If the arrest is made pursuant to a

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warrant exception EPD shall contact NAVSTA Everett Security who shall consult with the SJA to obtain permission from the Commanding Officer to effectuate the arrest.

(1) For arrests involving a military member, the arresting agency must also provide a delivery agreement as per reference (g) for any receiving jurisdiction not covered in enclosure (1). The parties recognize that in some cases EPD might be serving an arrest warrant for a military member who is to be prosecuted by Snohomish County and/or released from the Snohomish County Jail, which is under the cognizance of Snohomish County, and that EPD does not have the ability to track the status of the military member once the member enters the Snohomish County Jail and/or is prosecuted by Snohomish County. Therefore, the parties agree that under these circumstances, the delivery agreement (enclosure (2)) requirement will be decided between NAVSTA Everett and Snohomish County, and not EPD.

(2) Arrests of civilians on board the installation shall be conducted pursuant to section 0604(d)(2) of reference (g). The Naval Criminal Investigative Service (NCIS) may provide the escort discussed in this topic.

d. When possible, documents should be served between the hours of 0730 and 1600, Monday through Friday unless there is a concern for a victim's safety, as in protection orders, anti-harassment orders, or any other document requiring immediate action. If service is required immediately and it is after 1600, EPD shall contact the NAVSTA Everett Security Force for assistance.

e. The above procedures do not apply to out-of-state fugitive warrants. Pursuant to section 0605(c) of reference (g), service of such warrants is affected by the Commanding Officer after consultation with a judge advocate upon compliance with the provision of section 0607 of reference (g) and subject to the conditions of section 0610 of reference (g).

6. Investigative Responsibilities

a. On board NAVSTA Everett

(1) Traffic Enforcement. The NAVSTA Everett Security Force serves as the primary law enforcement agency responsible for traffic regulations and control but may share investigative responsibilities with EPD if requested, and accepted by EPD.

(2) Non-Traffic Misdemeanor Offenses

(a) Investigations of misdemeanor offenses committed by military members shall be conducted by the NAVSTA Everett Security Force.

(b) Investigations of misdemeanor offenses committed by individuals who are not subject to the Uniform Code of Military Justice (UCMJ) (i.e. civilians, retired military personnel, family members of active duty personnel and reserve personnel not in a drilling status) shall be conducted by the NAVSTA Everett Security Force with the cooperation of EPD or NAVSTA Everett Security Forces' request.

(c) Military personnel found to be driving under the influence of alcohol and/or drugs will be investigated and prosecuted by the military or issued 1805s and referred to Federal Magistrate Court. Those individuals not subject to the UCMJ and found to be driving under the influence of alcohol and/or drugs shall be detained until civilian law enforcement can respond. Civilian law enforcement response will be according to the priority system established by Snohomish County Police Staff and Auxiliary Service Center (SNOPAC) and shall occur with the concurrence of the civilian law enforcement supervisor. While civilian law enforcement is the primary responder for driving under the influence of alcohol and/or drug (DUI) cases involving individuals who are not subject to the UCMJ, NAVSTA Everett Security Force retains the ability to issue 1805s and refer the offense to Federal Magistrate Court.

(3) Felonies. NCIS is the primary agency responsible for investigation of all alleged felonies regardless whether the individual is subject to the UCMJ. NCIS shall coordinate with EPD to the maximum extent possible for investigations or for alleged felonies committed by military personnel which cross the jurisdictional boundaries of the parties to this agreement.

b. Offenses Committed Off NAVSTA Everett

(1) As a courtesy, EPD shall notify the NAVSTA Everett Security Force and the installation SJA Office upon the arrest of a Navy Service member. A copy of the EPD report may be provided to NAVSTA Everett Security Force pursuant to all applicable public disclosure laws and EPD disclosure policies and procedures, and EPD may provide a copy of the relevant arrest report upon request.

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(2) A member of the U.S. Navy, arrested by EPD and released on bail or his/her own recognizance, has a duty to return to his/her parent command. The member's commanding officer shall grant liberty or leave to permit appearance for trial, unless their absence would create a serious negative impact on the command's mission. The member shall then be rescheduled to meet their obligation as soon as possible. Nothing in this paragraph shall be construed as permitting a Navy member to avoid the obligations of bond or recognizance by reason of the member's military affiliation.

c. Information requests and subpoenas. Requests for and/or subpoenas of, witnesses, information, documents, and visits shall be made to the SJA. The SJA will act upon such requests in accordance with the guidance contained in references (e) and (g), which requires approval of the commanding officer or a higher commander before honoring such requests.

7. BAC Machine Support. Due to the low number of moving violations involving alcohol on board NAVSTA Everett, it is not cost effective for NAVSTA Everett to own and operate its own BAC machine. Washington State Patrol currently maintains and operates the BAC machine located at the EPD North Precinct and it can be utilized by the NAVSTA Everett Security Force with minimal impact to EPD's mission or personnel. Questions regarding the procedures set forth in this paragraph should be referred to the EPD North Precinct Commander, Administrative Sergeant, or any on-duty supervisor. The contact phone number to request contact with those individuals is EPD Records at (425) 257-8400.

a. EPD will:

(1) Allow NAVSTA Everett Security Force personnel to use a BAC machine located at EPD Headquarters for investigating moving violations of active duty military personnel involving alcohol on-board NAVSTA Everett.

(2) Provide NAVSTA Everett Security Force personnel access to the headquarters facility to use the BAC machine.

(3) Provide training to NAVSTA Everett Security Force personnel on specific requirements and procedures regarding access and use of the headquarters facility (e.g., searches prior to entering the facility, use of metal detector wand, and handcuffing procedures).

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b. NAVSTA Everett Security Force will:

(1) Only bring suspects who voluntarily agree to BAC testing to the headquarters facility in accordance with reference (h).

(2) Ensure all NAVSTA Everett Security Force personnel utilizing EPD's BAC machine possess a current state of Washington certification card on their person, are in Department of the Navy law enforcement or military uniform and wear a law enforcement badge to signify law enforcement affiliation.

(3) Ensure all suspects are fully searched and all property removed from the suspect's person prior to entering the headquarters facility.

(4) Ensure all suspects are checked with a metal detector wand upon entering the headquarters facility.

(5) Ensure all suspects are secured in handcuffs behind their back or secured with one handcuff to the wall ring in the BAC machine area. Suspects will never be in an area unsecured.

(6) Ensure all suspects are attended by NAVSTA Everett Security Force personnel at all times.

(7) Seek assistance from an EPD Officer if a suspect needs to be secured in a secure waiting room or interview room.

(8) Be knowledgeable of the emergency alarm located just outside the BAC machine area which should be used in an emergency to alert EPD officers of required assistance.

8. Demonstrations/Hostage Incidents

a. The Commanding Officer of NAVSTA Everett retains the authority to take any actions necessary to protect the security of the installation. If demonstrators attempt to enter the installation unlawfully, the NAVSTA Everett Security Force will detain the demonstrators for subsequent turnover to local law enforcement. Should the incident escalate, NAVSTA Everett may request assistance from EPD.

b. Responsibilities regarding hostage-barricade or other incidents are set forth in enclosure (1).

9. Incident Reporting

a. NCIS or NAVSTA Everett Security Forces shall immediately report to the EPD and/or Child Protective Services as appropriate, suspected violations of Washington State Law occurring on NAVSTA Everett, to include the identities of the persons involved and the details surrounding the following events:

(1) Injuries to any person inflicted by means of a knife, gun, or other deadly weapon as a result of alleged criminal intent.

(2) Cases of suspected child abuse or sexual molestation of minors.

b. The EPD shall immediately report to NCIS Everett or the NAVSTA Everett Security Force the identities of persons involved and the circumstances of each occurrence of the following categories of activities occurring within their respective jurisdictions:

(1) Acts of domestic violence perpetrated by a military member or military family members that come to the attention of the EPD.

(2) Serious injuries to military personnel or family members of military personnel assigned to NAVSTA Everett that come to the attention of the EPD.

(3) All suspected cases of sexual assault involving military members or military family members that come to the attention of the EPD.

(4) Military members suspected of DUI.

10. Weapons on Board NAVSTA Everett. Fully commissioned officers of EPD will be allowed on board NAVSTA Everett in possession of their duty weapons when they are on duty, present official identification, and have arrived in an official vehicle. For all other instances the weapon will need to be secured in accordance with NAVSTA Everett directives. The Commanding Officer of NAVSTA Everett retains discretion to waive the provisions of this paragraph in the event of an emergency.

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11. Other Provisions

a. It is mutually agreed that nothing herein will be construed as obligating either party to violate existing laws or regulations.

b. All services provided by the parties are subject to the constraints of available resources (personnel, funds, and equipment).

c. This MOU does not create additional jurisdiction or limit or modify existing jurisdiction vested in the parties. This MOU is intended exclusively to provide guidance for general support between the parties. Nothing contained herein creates or extends any right, privilege, or benefit to any person or entity.

d. All services described in this MOU will be provided on a non-reimbursable basis.

12. Points of Contact

a. NAVSTA Everett Security Officer: (425) 304-3446.

b. NAVSTA Everett SJA: (425) 304-3361.

c. NAVSTA Everett Watch Commander: (425) 304-3212/3214.

d. EPD: (425) 257-8400.

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e. NCIS: (425) 304-4300.

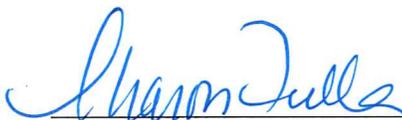
13. Effective Date. This MOU is effective upon signatures and shall be in effect for six years from the date of the last signature affixed or until modified or terminated by mutual consent of the parties concerned. Each party shall conduct an annual review of this agreement to evaluate its effectiveness and determine if any modifications are needed. Modifications desired by either party are to be requested, in writing, at least 120 days in advance of proposed effective date.

14. Signatures:


RAY STEPHANSON _____ Date
Mayor
City of Everett

 1/30/15
RODNEY A. GRAY _____ Date
Comptroller
Commander, Navy Region Northwest

Attest:

 1-6-2015
SHARON FULLER _____ Date
City Clerk
City of Everett

 5 FEB 2015
A. P. VERHOFSTADT, P. E. _____ Date
Executive Director
Commander, Navy Region Northwest

 12/31/14
JAMES D. ILES _____ Date
City Attorney
City of Everett

 1-23-2015
RONALD A. BELTZ _____ Date
Naval Criminal Investigative
Service
Field Office Northwest

TACTICAL RESPONSE ADDENDUM

1. Purpose. This addendum is provided to set forth an understanding between the subscribing officials, as representatives of Naval Station Everett (NAVSTA Everett) and the City of Everett regarding the responsibilities for law enforcement support of NAVSTA Everett in the event of hostage-barricade or other incidents requiring a tactical response.

2. Supporting Naval Forces

a. NAVSTA Everett has a regularly assigned police force. These forces operate under the Installation Security Officer and are capable of general law enforcement and internal security duties.

b. NAVSTA Everett has an assigned auxiliary security force (ASF) comprised of Navy personnel assigned additional security duties. The ASF is intended to augment regularly assigned security forces in the internal security role. All regular security and ASF personnel are armed.

c. NCIS acts as the lead law enforcement advisor to the NAVSTA Everett Commanding Officer and provides negotiation team support to an installation confronted with a hostage-barricade or other tactical situation. NCIS also provides intelligence, liaison with other law enforcement agencies, and investigative and custodial responsibilities.

d. NAVSTA Everett shall provide the appropriate technical advisors (i.e. medical, legal, public works, etc.) as needed during a hostage-barricade or other tactical situation.

3. Local Law Enforcement Special Weapons and Tactics (SWAT) Team. For purposes of this Addendum, a reference to the "Local Law Enforcement SWAT Team" is a reference to the Everett Police SWAT Team or the combined Snohomish County Sheriff's Office and Everett Police Department SWAT Teams. The obligations, duties, and responsibilities that Snohomish County and the City of Everett have to the Local Law Enforcement SWAT Team are set forth in the Region 1 SWAT Interlocal Agreement.

4. Agencies with Primary Jurisdiction

a. Under Federal law, the Federal Bureau of Investigation (FBI) is the lead Federal agency involved in any terrorist act.

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The FBI also has primary jurisdiction concerning the investigation of Federal criminal acts committed by civilians. Accordingly, the FBI would be requested to respond to hostage-barricade or other tactical incidents in these areas.

b. When the FBI is unable to respond in a timely manner, the Local Law Enforcement SWAT Team responds on request to incidents requiring a tactical response on NAVSTA Everett.

5. Logistics

a. When the Local Law Enforcement SWAT Team responds to incidents requiring a tactical response on NAVSTA Everett, it will provide personnel equipped with weapons and equipment necessary to resolve the situation. The Local Law Enforcement SWAT Team will transport its weapons and equipment to incident facilities. When responding in accordance with this Tactical Response Addendum, fully commissioned officers/deputies of the Local Law Enforcement SWAT Team will be allowed on board NAVSTA Everett in possession of their duty weapons, specialized weapons, and equipment when they are on duty and present department issued identification at the gate. Tactical officers, negotiators, and/or incident commanders who are responding to a tactical callout might be in civilian clothing and personal vehicles when they respond. In these instances, NAVSTA Everett will require identification and then take the necessary steps to authorize clearance to come on board the base.

b. NAVSTA Everett will supply other necessary support to include:

(1) Security or secure area for vehicles and equipment not in use.

(2) Appropriate rehearsal area.

(3) Necessary maps, drawings, and data on the installation and affected property/buildings.

6. Threat Analysis. NCIS will provide a threat analysis, if needed, to the Local Law Enforcement SWAT Team for hostage-barricade or other tactical response planning. The Local Law Enforcement SWAT Team may conduct further analysis of threat areas as necessary but shall coordinate with NAVSTA Everett, NCIS, and the FBI.

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7. Coordination Requirements

a. The installation on-scene commander will notify the Region Dispatch Center (RDC) at 360-315-4064 when the Local Law Enforcement SWAT Team has been requested.

b. The Local Law Enforcement SWAT Team or the SNO PAC Dispatch Center will notify the RDC at 360-315-4064 once they are en route to receive installation access information and any escort requirements.

c. The RDC will notify the installation on-scene commander once the Local Law Enforcement SWAT Team is en route and the estimated time of arrival (ETA).

d. The RDC will dispatch a unit to escort the Local Law Enforcement SWAT Team to the scene upon arrival at the designated installation access point if required.

e. The installation on-scene commander will provide radios to the Local Law Enforcement SWAT Team upon arrival at the scene. The radio channels will include talk groups for communications with NCIS, incident commander, Navy Security Forces, installation Security Officers, and the RDC.

f. The installation on-scene commander will provide a comprehensive briefing to the arriving Local Law Enforcement SWAT Team units prior to the Local Law Enforcement SWAT Team assuming control of the scene.

Points of Contact

NAVY	
Region Dispatch Center (RDC)	360-315-4064
NSE Security Watch Commander	425-304-3212
NCIS Field Office Northwest	360-396-4660
NCIS Resident Agency Everett	425-304-4300
Navy Region Northwest / N3AT	360-315-5312

EVERETT POLICE DEPARTMENT	
Everett Police Department	425-257-8438

FEDERAL BUREAU OF INVESTIGATION	
24/7 Communications Center	206-622-0460

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8. Training. NAVSTA Everett will coordinate with the Local Law Enforcement SWAT team to conduct hostage barricade or other tactical response exercises. Additional training on board NAVSTA Everett may be coordinated with NAVSTA Everett as resources and personnel permit.

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Delivery Agreement Example

In consideration of the delivery of _____
(name of person delivered), U.S. Navy/U.S. Marine Corps, to
_____ (arresting officer), at
_____ (physical location), for trial upon the
charge(s) of _____, I hereby agree pursuant
to the authority vested in me as _____
that _____ (name of person delivered), will
be transported to the Everett Police Department Jail without
expense to him or the United States and that the Commanding
Officer of _____ will be notified
immediately of the outcome of the trial and that the said
_____ (name of person delivered), will be
released and returned to his locally based command, to Naval
Station Everett if his command is based outside of Snohomish
County, or to such place as appropriate military authorities
shall designate, without expense to the United States or the
person, immediately upon dismissal of the charges or completion
of the trial in the event he is acquitted, or immediately upon
satisfying the sentence of the court in the event he is
convicted and a sentence imposed, or upon disposition of the
case, provided that the Department of the Navy shall then desire
his/her return.

Receiving Agency Name

Releasing Official Name

Receiving Representative Name

Releasing Official Signature

Receiving Official Signature

MOU

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

#17

PROJECT TITLE:

Memorandum of Understanding with the Naval Criminal Investigative Service Northwest Field Office and Commander, Navy Region Northwest for law enforcement support

- Briefing
Proposed Action
Consent
Action
First Reading
Second Reading
Third Reading
Public Hearing
Budget Advisory

COUNCIL BILL #
Originating Department: Police
Contact Person: Dan Templeman
Phone Number: 425-257-8493
FOR AGENDA OF: 12/24/2014

Initialed by:
Department Head: [Signature]
CAA: [Signature]
Council President: [Signature]

Location Preceding Action Attachments Department(s) Approval Legal

Table with 3 columns: Location, Preceding Action, Attachments, Department(s) Approval, Legal. Rows include Amount Budgeted, Expenditure Required, Budget Remaining, Additional Required.

DETAILED SUMMARY STATEMENT:

Generally, offenses committed by military personnel on board Naval Station Everett are investigated and adjudicated within the military system; however, there may be occasions when such offenses are investigated by civilian law enforcement. This Memorandum of Understanding (MOU) identifies that nature of law enforcement support provided by the Everett Police Department to Naval Station Everett and identifies specific protocols to be followed when Naval Station Everett personnel are arrested or are the subject of a criminal investigation. Additionally, this MOU includes authorization for Naval Station Everett Security Force personnel to utilize the BAC Machine located at the EPD north precinct.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign the Memorandum of Understanding with the Naval Criminal Investigative Service Northwest Field Office and Commander, Navy Region Northwest for law enforcement support.

Council approved 12/24/14 [Signature]