ORIGINAL

INTERLOCAL COOPERATIVE AGREEMENT BETWEEN
Bellevue, Kirkland, Issaquah, Mercer Island, Redmond and the King County Sheriff's Office
(December 5, 2005)

Contract #5145

EASTSIDE NARCOTICS TASK FORCE

Recitals:

A. Whereas since 1981, the cities of Bellevue, Kirkland, Issaquah, Mercer Island and Redmond have been members of the Eastside Narcotics Task Force (ENTF) for the purpose of mutual support in the fight against drug crimes; and
B. Whereas, since 1990 the ENTF has engaged the services of the King County Prosecutor's Office for the purpose of support in the fight against drug crimes; and
C. Whereas, since 2002 the King County Sheriff's Office joined ENTF to provide support in the fight against drug crimes,
D. NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. PARTIES

The parties to this agreement are the cities of Bellevue, Kirkland, Issaquah, Mercer Island, Redmond, and the King County Sheriff's Office.

II. AUTHORITY

This agreement is entered into pursuant to Revised Code of Washington Chapters 10.93 and 39.34.

III. PURPOSE

The parties desire to establish and maintain a multi-jurisdictional Eastside Narcotics Task Force.

IV. FORMATION

There is hereby established a multi-jurisdictional team to be hereafter known as the Eastside Narcotics Task Force (ENTF), the members of which shall be the cities of Bellevue, Kirkland, Issaquah, Mercer Island, Redmond, and the King County Sheriff's Office (KCSO).

V. STATEMENT OF PROBLEM

King County and the municipalities within the Puget Sound area have experienced on-going significant drug abuse crimes in the Puget Sound area. The ability to address drug abuse and the crimes committed relating to the sale and abuse of drugs has stretched the resources of individual police department specialty units.

Prior to the formation of ENTF, law enforcement efforts directed at dealing with narcotic issues had been conducted by law enforcement agencies working independently. A multi-jurisdictional effort to handle specific and complicated narcotic investigations results in more effective pooling of personnel, improved utilization of funds, reduced duplication of equipment, improved training, development of specialized expertise, and

increased utilization/application of a combined narcotic enforcement team. The results will be improved services for all of the participating entities, increased safety for officers and the community, and improved cost effectiveness.

VI. DURATION

The term of this agreement shall be one year upon adoption by all parties. This agreement shall automatically extend for consecutive one year periods.

VII. GOVERNANCE

The affairs of the ENTF shall be governed by an Executive Board ("Board"), whose members are composed of the police chief/sheriff, or his/her designee, from each participating jurisdiction. Each member of the board shall have an equal vote and voice on all Board decisions. All Board decisions shall be made by a majority vote of the Board members, or their designees, appearing at the meeting in which the decision is made. A majority of Board members, or their designees, must be present at each meeting for any action taken to be valid. A presiding officer shall be elected by the Board together with such other officers as a majority of the Board may decide.

The Board shall hold no less than 10 meetings each year. The presiding officer, any Board member, or the ENTF Commander (as defined in paragraph IX. below), may call extra meetings as necessary, provided that the rest of the Board receives 72 hour notice.

VIII. TASK FORCE OBJECTIVES

The specific goals and objectives of ENTF are:

1. Make drug dealing on the eastside less profitable;

2. Reduce the numbers of dealers in the communities on the eastside;

3. Enhance law enforcement's ability to address the effect of drug dealing on the communities and their law enforcement agencies by transferring the proceeds to activities authorized by RCW 69.50.505(10);

4. Enhance drug enforcement at all levels of government by sharing, where possible, tactical resources, information, investigation, and prosecution efforts;

5. Efficiently attack the criminal activities of drug dealing which recognize no jurisdictional barrier or limitations; and

6. Ensure that prosecution of those arrested and charged with drug trafficking results in the greatest penalties available from the federal/state/local criminal justice system.

IX. STAFF

ENTF Commander: An ENTF Commander, with the rank of Captain or equivalent, or higher, is assigned from the Bellevue Police Department. The ENTF Commander shall act as principal liaison and facilitator between the Board and ENTF. The ENTF Commander shall operate under the direction of the Executive Board; provided, that such direction does not contradict the policies and procedures of the Commander's agency. The ENTF Commander shall be responsible for keeping the Board informed on all matters relating to the function, expenditures, accomplishments, and operational problems of the Task Force. In addition, the ENTF Commander shall be responsible for presenting proposed rules, procedures, regulation and revisions for Board review and approval.

ENTF Supervisor: The Board may appoint one or more ENTF supervisors with the rank of lieutenant, sergeant, or equivalent ranks from any of the member agencies. The lieutenant or equivalent rank supervisor(s) shall act a first level supervisor for ENTF and shall report directly to the ENTF Commander.

Attorney: ENTF may contract with the King County Prosecutor's Office for the services of an attorney who will be responsible for reviewing and filing cases, wire orders, search warrants, forfeiture process, and other services as needed.

Legal Secretary: A legal secretary shall be a member of the ENTF. The legal secretary shall perform a variety of routine and complex clerical, secretarial, and administrative support work in maintaining office operations, preparing legal documents, and providing administrative assistance. The legal secretary shall report directly to the ENTF Commander.

ENTF Officer: Each agency shall contribute a minimum of one (1) full-time commissioned officer to the ENTF.

Employees of Contributing Agencies: The personnel assigned to the ENTF shall be considered an employee of the contributing agency. That agency shall be solely and exclusively responsible for the compensation and benefits for that employee. All rights, duties, and obligations of the employer and the employee shall remain with that individual agency. Each agency shall be responsible for ensuring compliance with all applicable laws with regard to employees and with provisions of any applicable collective bargaining agreements and civil service rules and regulations.

X. SPECIAL TASK FORCE ACCOUNT AND TASK FORCE BUDGET

Utilization of forfeited assets is based upon appropriate legal guidelines.
Effective July 1, 1998, a Special Task Force Account was created by the City of Bellevue. All revenues generated by the Task Force from cases initiated after July 1, 1998, have been placed in that account and are utilized to support Task Force Operations. Any expenditure from this account will be made by the Task Force Commander only with unanimous approval of the Task Force Executive Board. Provided that: a maximum of $20,000 from the Special Task Force Account can be expended each year for training of ENTF personnel, and a maximum of $15,000 each year for the purchase of equipment for ENTF. Expenditures above these amounts shall require the unanimous approval of the Board prior to purchase.
The Task Force Commander will submit a budget for expenditures to the Executive Board no later that December 1 of each year. This budget will be set at no greater than eighty percent (80%) of the total revenue forfeited in the previous fiscal year, unless anticipated expenditure

commitments are projected to exceed that amount due to lower than anticipated forfeited revenue in the previous year. In that even, no more than fifty percent (50%) of the total forfeiture reserve balance at the end of the previous fiscal year may be expended without prior unanimous approval from the Executive Board. (See X.A below for fiscal year description).
Revenue seized cannot be counted as revenue forfeited until it is forfeited. The Board has final approval of expenditures and disbursement of revenues. All revenues disbursed from this account to the participating Agencies shall be done pro rata as determined by the Board. The main purpose of creating this "Special Task Force Account" is to benefit equitably from asset forfeitures. Funds used from this account may be utilized in the following areas:

A. **Grant Overruns.** Byrne Grant funds are administered by the state budget cycle of July 1 through June 30 of the following year. ENTF shall request monthly reimbursements of expenses until the awarded amount is exhausted. Once the Byrne Grant allotment has been exhausted, forfeited assets will be used to pay expenses for the ENTF Commander and the Legal Secretary for the remainder of the budget cycle. The Byrne Grant fiscal year notwithstanding, the ENTF fiscal year is the calendar year from January 1 to December 31.

B. **Training.** Training funds may be equally disbursed to facilitate narcotic related training to benefit staff assigned to the ENTF.

C. **Equipment.** Board approved specialized equipment purchases can be made and administered by ENTF. Equipment purchased from this account will belong to and be administered by ENTF. This will include automated computer programs currently being utilized by ENTF. The ENTF Commander will maintain an inventory of all equipment purchased with this account and its final disposition.

D. **Special Needs.** The Board can unanimously decide to utilize funds from this account as they deem necessary.
   a. Funds from this account may be used to pay costs related to financial investigations.
   b. Funds from this account may be used to pay the expenses to maintain an ENTF canine drug team.

E. **Surplus Revenue.** In the event the Board determines the account has excess revenue, it can distribute the revenue to the ENTF jurisdictions using the following formula: One share for each full quarter of a year for each detective assigned to the Task Force (one full year for one detective slot is four shares).
One and one half share for each full quarter of a year for each non-grant funded supervisor assigned to the Task Force.

F. **Procedures.** These procedures became effective July 1, 1998, and remain in effect until modified or terminated by the Board.

1. The King County Prosecuting Attorney (KCPA) assigned to ENTF will process the forfeiture of all property seized by ENTF personnel. The ENTF KCPA will process the forfeiture of other property seizures made by member agencies under RCW 69.50.505.

a. When the value of the seized property exceeds $2,000 in value, the KCPA will set the hearing before an attorney qualified to hear the matter.
b. When the value of seized property does not exceed $2,000 in value, the KCPA will set the hearing before a police officer or attorney designated by the Chief Law Enforcement Officers of the member agencies. A list of designated officers will be adopted by Chief Law Enforcement Officers of the member agencies.

2. The ENTF Storage Facility, currently located in Preston, Washington, will be made available to any member agency to facilitate storage of vehicles and property related to ENTF seizures.
3. The Special Task Force Account will be used to pay rental fees related to this storage facility.

G. Annual Report. The ENTF Commander shall make an annual report to the Board no later than the February meeting of the Board of each fiscal year. The report shall include the following:

a. Itemized list of training and equipment purchases for the fiscal year.
b. Storage facility costs.
c. Itemized Special Account expenditures for personnel costs.
d. Total amount of Special Account expenditures.
e. Total amount of forfeitures placed into the Special Account for the fiscal year.
f. Ending balance of Special Account from previous year.
g. Estimated ending balance of Special Account of current year.
h. Highlights of significant events for the year.

XI. ENTF MEMBER PROPERTY DAMAGE RESPONSIBILITIES

Because of the cooperative nature of ENTF, each participating jurisdiction will provide property or physical resources to ENTF to the extent that it is able to do so. Any damage or destruction of the property (physical resource) of one of the participating jurisdictions will be covered by the insurance program of the jurisdiction that owns the property, notwithstanding that the damage may have occurred in another jurisdiction while the property was under the control of or being operated by an officer of another jurisdiction. Each jurisdiction will cover its own property damage or loss.

The parties of this agreement waive all rights against each other for damages or destruction of property specified in Paragraph XI caused by fire or other perils to the extent covered by property insurance of the jurisdiction that owns the property.

ENTF detectives will be assigned vehicles from the ENTF seizure inventory or their respective agencies. Detectives will be responsible for managing the care and maintenance of their assigned vehicles. The Detectives' parent agencies are financially responsible for vehicle maintenance and or damage, intentional or accidental, to the vehicle.

XII. TERMINATION OF MEMBERSHIP OR PARTICIPATION SUSPENSION IN ENTF

An agency may permanently withdraw its participation in the ENTF by providing written notice of its withdrawal and serving such notice upon each Board member of

the remaining agencies. A notice of withdrawal shall become effective ninety (90) days after service of the notice on all participating Board members. The withdrawal of a participating agency shall not automatically result in dissolving ENTF.

An agency may temporarily suspend its participation in the ENTF by providing written notice of its intent to withdraw temporarily and serving such notice upon each Board member of the remaining agencies. The temporary suspension shall become effective thirty (30) days after service of the notice on all participating Board members. The participation suspension shall not automatically result in dissolving ENTF.

An agency's termination, participation suspension, or withdrawal from membership does not relieve the agency from the obligations spelled forth in paragraphs XX through XXIV for claims or lawsuits arising from allegations occurring before the withdrawal date of the agency.

The ENTF may be terminated by a majority vote of the Board. Any vote for termination shall occur only when the Police Chief/Sheriff of each participating agency is present at the meeting at which such vote is taken.

XIII. DISTRIBUTION OF ASSETS UPON TERMINATION

Upon termination of ENTF, all funds remaining in the Special Task Force Account will be disbursed using the formula described in section X.E, Surplus Revenue.

Upon termination of ENTF, equipment purchased with this fund will be divided equitably as determined by the Board.

Any non-liquidated assets, i.e., vehicles, real property, etc., shall be referred to the Board to determine handling of final disposition and distribution of these assets among the participating members.

If two or more participating agencies desire an asset, the final decision shall be made by arbitration (described below). Any property not claimed shall be declared surplus by the Board and disposed of pursuant to state law for the disposition of surplus property. The proceeds from the sale or disposition of any ENTF property, after payment of any and all costs of sale or debts of the agency, shall be equally distributed to those jurisdictions participating in ENTF at the time of dissolution.

In the event that one or more jurisdictions terminate their participation in ENTF, but ENTF continues to exist, the jurisdiction terminating participation shall be deemed to have waived any right or title to any property owned by ENTF or to share in the proceeds at the time of dissolution.

Arbitration pursuant to this section shall occur as follows:

a. The agencies interested in an asset shall select an Arbitrator to determine which agency will receive the property. If the agencies cannot agree to an Arbitrator, an Arbitrator shall be determined using the strike method from a list of Arbitrators developed by the Board. Who shall strike first shall be determined by a coin toss if there are only two agencies involved. If more than two agencies are involved, the order of striking shall be determined by picking numbers from a hat with the lowest

striking first. The Arbitrator may be any person not employed by the jurisdictions that desire the property.

b. During a meeting with the Arbitrator, each jurisdiction interested in the property shall be permitted to make an oral and/or written presentation to the Arbitrator in support of its position.
c. At the conclusion of the presentation, the Arbitrator shall determine which jurisdiction is to receive the property. The decision of the Arbitrator shall be final and shall not be the subject of appeal or review.
d. The services of the Arbitrator shall be paid by the contesting jurisdictions.

XIV. COMPLIANCE WITH THE LAW

The ENTF and all its members shall comply with all Federal, State, and local laws affecting ENTF.

XV. ALTERATIONS

This agreement may be modified, amended, or altered by agreement of all participating agencies and such alteration, amendment, or modification shall be effective when reduced to writing and approved in a manner provided by law.

XVI. RECORDS

Each agency shall maintain records relating to work performed by its employees assigned to ENTF.

XVII. FILING

Upon execution hereof, this agreement shall be filed with the appropriate office for each participating member (i.e., the City Clerks of the respective participating municipalities, the KCSO Legal Unit, the Secretary of State, and such other governmental agencies as may be required).

XVIII. SEVERABILITY

If any part, paragraph, section, or provision of this agreement is held to be invalid by any court of competent jurisdiction in the State of Washington, such adjudication shall not affect the validity of any remaining section, part, or provision of this agreement.

XIX AGENCY AUTHORIZATIONS

This agreement shall be executed on behalf of each participating agency by its duly authorized representative and pursuant to an appropriate resolution, ordinance, or authorizing practice of each participating agency. This agreement may be executed by counterparts and be valid as if each authorized representative had signed the original document.

XX. HOLD HARMLESS

Each party to this agreement agrees to defend, indemnify and hold harmless the other participating agencies and their elected officials, officers, employees, from any loss, claim, judgment, settlement or liability, including costs and attorneys fees, arising from

or out of the negligent acts or omissions of the indemnifying party related to activities under this agreement.

XXI. DEFENSE OF LAWSUITS

Each agency shall be responsible for selecting and retaining legal counsel for itself and for any employee of said agency who is named in a lawsuit alleging liability arising out of ENTF operations. Each agency that retains counsel for itself and/or its employees shall be responsible for paying the attorney's fees and costs incurred by that counsel. The agencies shall not share costs of defense attorneys among each other unless they specifically agree in writing to the contrary in any particular legal action.

XXII. NOTICE OF CLAIMS, LAWSUITS, AND SETTLEMENTS

In the event that a lawsuit is brought or a claim is filed against a member or its employees for actions arising out of their conduct in support of ENTF operations, the member shall promptly notify the other agencies that the claim or lawsuit has been initiated.

XXIII. SETTLEMENT PROCEDURE

Any agency or member shall have the burden of notifying each agency of all settlements or demands made to that agency in the event any claims and/or lawsuits naming that agency and/or its employees for what may be liability arising our of an ENTF operation. The member agencies shall be free to seek a separate settlement with the claimant and/or plaintiff, which would eliminate the liability of that agency and/or its employees. However, any such separate settlement would not eliminate, reduce or otherwise change the settling agency's obligation to indemnify the other member agencies and/or their employees as provided in paragraph XX.

XXIV. COOPERATION IN DEFENSE OF LAWSUITS

The agencies and their respective defense counsel shall, to the extent reasonably possible and consistent with the best interests of their respective clients, cooperate in the defense of any lawsuit arising out of the operations of the ENTF and shall agree, wherever possible, to share non-attorney fee related costs such as record gathering, preparation of trial exhibits, the retention and payment of expert witnesses, and the cost of deposition reporting and transcription.

XXV. MISCELLANEOUS

NOTHING HEREIN SHALL REQUIRE OR BE INTERPRETED TO:

a. Waive any defense arising out of RCW Title 51.

b. Cover or require indemnification or payment of any judgment against any individual or member agency for intentionally wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages against any individual or member agency. Payment of punitive damage awards shall be the sole responsibility of the individual against who said judgment is rendered and/or his or her employer, should that employer elect to make said payment voluntarily. This agreement does not require indemnification of any punitive damage awards.

By signing below, the signor certifies that he or she has the authority to sign this Agreement on behalf of the jurisdiction, and the jurisdiction agrees to the terms of this Agreement.

KING COUNTY EXECUTIVE	Date
MAYOR, CITY OF BELLEVUE	Date
MAYOR, CITY OF KIRKLAND	Date
MAYOR, CITY OF MERCER ISLAND	Date
Jane Anderson for MAYOR, CITY OF REDMOND	6/1/06 Date
MAYOR, CITY OF ISSAQUAH	Date
SHERIFF, KING COUNTY	Date

Approved as to form:

City Attorney, City of Bellevue _____

City Attorney, City of Kirkland _____

City Attorney, City of Mercer Island _____

City Attorney, City of Redmond _____

City Attorney, City of Issaquah _____

King County Prosecuting Attorney _____