

**AMENDED AND RESTATED INTERLOCAL COOPERATIVE
AGREEMENT BETWEEN
Bellevue, Kirkland, Mercer Island, Redmond, the King County Sheriff's
Office and the Washington State Patrol
May 3, 2010**

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. Whereas, the Executive Board wishes to have the Washington State Patrol join ENTF to provide support in the fight against drug crimes,
- E. Whereas, on October 21, 2009, the City of Issaquah notified ENTF of its permanent withdrawal as an ENTF member; and
- F. Whereas, the Member Agencies wish to restate this Agreement to make the ENTF operation more efficient by further clarifying the Executive Board's authority and power, formalizing the establishment of an Administering Agency and Fiscal Agent and further clarify the responsibilities between Member Agencies

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. PARTIES

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

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 entities of Bellevue, Kirkland, Mercer Island, Redmond, the King County Sheriff's Office (KCSO) and the Washington State Patrol (WSP).

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 until terminated or modified as provided in this Agreement.

VII. GOVERNANCE

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

B. Board Authority:

1. The Board shall make policy determinations necessary to guide and direct the administration of this Agreement.
2. The Board shall have the following duties and powers:
 - i. The Board may adopt policies and procedures that are in furtherance of this Interlocal Agreement.
 - ii. On or before March 1st of each year the Board will adopt and approve the annual budget for the calendar year.
 - iii. The Board shall meet four times per year and at additional times convened by the presiding officer, any Board member, or ENTF Commander provided that at least 72 hours notice of the meeting is provided to all members. Except for the meeting held to adopt the annual budget, the Board may meet by telephone, electronically, video conferencing or any other communications mechanism that allows simultaneous communication between all persons in

- attendance. Emergency Board meetings may be called on shorter notice as needed. Minutes of all Board meetings will be sent to Board members for review.
- iv. Add members to the ENTF where the addition of the public agency is in the best interest of the ENTF and the newly added member will positively affect ENTF's ability to achieve its objectives.
 - v. Appoint one of the Parties to serve as "Administering Agency" to carry out administrative functions as further described in this Agreement. The Administering Agency shall also be the Fiscal Agent for ENTF and have all powers and authority necessary or appropriate to deposit, manage and expend funds from special funds as authorized by this Agreement.
 - vi. Through its Administering Agency, enter into contracts and agreements with third parties or other ENTF members for goods, services, and personnel, including but not limited to legal and legal support services, canine drug team and financial investigation services, and authorize the Administering Agency to execute any such other contracts, agreements or other legal documents necessary for ENTF to carry out its purposes consistent with the annual budget and operational mission. Any equipment purchased with ENTF funds shall be owned by the Administering Agency for the beneficial interest of ENTF.
 - vii. Establish one or more special funds with the Administering Agency for ENTF as authorized by RCW 39.34.030 to be known as the Special Task Force Accounts within which funds may be established various accounts and subaccounts including but not limited to the State Forfeiture Account and the Federal Forfeiture Account.
 - viii. Approve or disapprove expenditures consistent with the annual budget and operational mission.
 - ix. Make purchases through its Administering Agency consistent with the annual budget and operational mission.
 - x. Adopt or amend procedures for the conduct of Board meetings.
 - xi. Conduct any and all other business allowed by applicable law and necessary to carry out the purposes of this Agreement.
 - xii. Amend, modify or alter this Agreement as provided in Section XV.

VIII. TASK FORCE OBJECTIVES

The specific goals and objectives of ENTF are:

1. Make drug dealing on the eastside less profitable;
2. Reduce the number of mid/upper level drug dealers and disrupt Drug Trafficking Organizations (DTO's) 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, property (physical resources), tactical resources, information, investigation, and prosecution efforts;
5. Efficiently attack the criminal activities of drug dealing and DTO's which recognize no jurisdictional barrier or limitations; and
6. Ensure that prosecution of those arrested and charged with drug offenses results in the greatest penalties available from the federal/state/local criminal justice system.

IX. STAFF

ENTF Commander: An ENT F Commander, with the rank of Captain or equivalent, or higher, shall be assigned from the Bellevue Police Department. The ENT F Commander shall act as principal liaison and facilitator between the Board and ENT F member agencies. The ENT F 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 ENT F 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 ENT F Commander shall be responsible for presenting proposed or revised budgets, rules, procedures, and regulation for Board review and approval. The ENT F Commander shall also be authorized to make expenditures from the Special Task Force Accounts and any other accounts authorized for ENT F purposes.

ENT F Supervisor: The Board may appoint one or more ENT F 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 as a first level supervisor for ENT F and shall report directly to the ENT F Commander.

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

Employees of Contributing Agencies: The personnel assigned to the ENT F 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 ACCOUNTS AND TASK FORCE BUDGET

- A. All revenue generated by forfeiture cases supported by ENT F shall be placed in appropriate accounts established by this Agreement. Utilization of forfeited assets is based upon appropriate legal guidelines.

- B. There are authorized Special Task Force Accounts from which expenditures for ENT F purposes may be made.
- C. 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 these accounts to the participating Agencies shall be done pro rata as determined by the Board.

XI. ENT F MEMBER PROPERTY CONTRIBUTIONS, MAINTENANCE AND REPAIRS

Because of the cooperative nature of ENT F, each participating agency will provide property or physical resources to ENT F to the extent that it is able to do so. The ENT F Commander will assign detectives vehicles from the ENT F vehicle inventory. Alternatively, a detective may be assigned a vehicle from its own agency.

Unless provided in a separate agreement between ENT F and an agency, the agency whose officer is utilizing the property or physical resources, including ENT F provided vehicles, shall at the agency's cost, maintain and repair the property to keep it in a safe and reliable condition. This obligation extends to any repair or maintenance required irrespective of the source or cause of the damage, wear and tear.

Notwithstanding Section XVIII herein, the parties agree that any claims or lawsuits that arise due to the operation of a vehicle provided by ENT F shall be the responsibility of the agency whose officer is utilizing the vehicle.

An agency that uses property and/or physical resources that has been contributed or forfeited to ENT F shall keep all maintenance and repair records associated with the property/physical resource and make copies of them available to ENT F upon request. The agency shall provide copies of said records to ENT F when the agency permanently relinquishes possession of the property or physical resources to ENT F.

XII. TERMINATION OF MEMBERSHIP OR PARTICIPATION SUSPENSION IN ENT F

An agency may permanently withdraw its participation in the ENT F 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 ENT F.

An agency may temporarily suspend its participation in the ENT F 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 ENT F.

An agency's termination, participation suspension, or withdrawal from membership does not relieve the agency from the obligations spelled forth in paragraphs XVIII through XX 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 Chief Law Enforcement Officer/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 Accounts will be disbursed equitably as determined by the Board.

Upon termination of ENTF, equipment purchased with these funds 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 beneficially owned 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 or the American Arbitration Association. 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 binding, unless the Arbitrator exceeds the scope of its jurisdiction.
- d. The costs of Arbitration shall be paid equally 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. In addition to those powers and duties provided in Section VII, the Board may amend, modify or alter this Agreement where the change is for administrative convenience, or greater efficiency and effectiveness, has no fiscal impact, and furthers the objectives of the ENTF.

XVI. FILING

Upon execution hereof, the Administering Agency shall provide to each member agency a copy of this agreement to be filed with the appropriate office for each participating member (i.e., the City Clerks of the respective participating municipalities, the KCSO Legal Unit, and shall further file the agreement as required by law.

XVII. 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.

XVIII. HOLD HARMLESS

Subject to Section XXI below, each party to this agreement agrees to 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 out of and to the extent caused by the negligent acts or omissions of the indemnifying party related to activities under this agreement. For this purpose, each indemnifying party, by mutual negotiation, hereby waives, as respects the ENTF and all other nonindemnifying parties only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the ENTF or its nonindemnifying members incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this Section, all such fees, expenses and costs shall be recoverable from the indemnifying party.

An Agency using property or tangible resources as provided in Section XI shall be liable to the property's owner for its damage or destruction, excepting ordinary wear and tear.

The parties to 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 commercial property insurance of the jurisdiction that owns the property

IXX. NOTICE OF CLAIMS AND LAWSUITS

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.

XX. SETTLEMENT PROCEDURE

Any agency or member shall notify all other agencies of all settlements or demands made to that agency arising out of an ENTF operation.

The member agencies shall be free to seek a separate settlement with the claimant and/or plaintiff. 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.

XXI. MISCELLANEOUS

NOTHING HEREIN SHALL REQUIRE OR BE INTERPRETED TO: Cover or require indemnification or payment of any judgment against any individual or member agency for intentionally wrongful conduct 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 whom 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.

XXII. 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

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

CITY MANAGER, CITY OF BELLEVUE

Date

MAYOR, CITY OF KIRKLAND

Date

CITY MANAGER, CITY OF MERCER ISLAND

Date

MAYOR, CITY OF REDMOND

Date

CHIEF, Washington State Patrol

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 _____

Assistant Attorney General, State of Washington _____

King County Prosecuting Attorney _____