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## INTERLOCAL DRUG TASK FORCE AGREEMENT

This Interlocal agreement is made and entered into pursuant to the provisions of Chapter 39.34 RCW, this 2<sup>nd</sup> day of June, 1997, by and between the Counties of Kitsap, and Mason and the Cities of Bainbridge Island, Bremerton, Port Orchard, Poulsbo, and Shelton and the Washington State Patrol.

### RECITALS:

1. The high level of illegal sale and use of controlled substances in the Counties of Kitsap, and Mason and the Cities of Bainbridge Island, Bremerton, Port Orchard, Poulsbo, and Shelton has had increasingly serious and adverse effects on the quality of life in these Counties and Cities.
2. These counties and cities have, in recent years, found it necessary to spend even greater resources in fighting the problems caused by the illegal sale and use of controlled substances.
3. The parties desire to enter into an agreement which provides a formal organization in order to centralize supervision and enhance the efforts of the law enforcement agencies to combat controlled substance trafficking.

4. Chapter 39.34 RCW provides that local jurisdictions may enter into cooperative agreements for their mutual advantage.

Now, therefore, the parties hereto, through their respective legislative bodies, do hereby agree as follows:

**SECTION 1. DEFINITIONS.**

For purposes of this agreement:

a. "Agency" and "agencies" means the member agencies of the Drug Task Force, those being the Sheriff Departments of the Kitsap, and Mason Counties and the Cities of Bainbridge Island, Bremerton, Port Orchard, Poulsbo, and Shelton and the Washington State Patrol.

b. "Governing Board" means the policy making body for the Drug Task Force and shall consist of the Chiefs of Police of the Cities of Bainbridge Island, Bremerton, Port Orchard, Poulsbo, and Shelton, the Sheriffs and Prosecutors of the Counties of Kitsap, and Mason, and the Chief of the Washington State Patrol, or their respective designees.

c. "Jurisdictions" means the Cities of Bainbridge Island, Bremerton, Port Orchard, Poulsbo, and Shelton, the Counties of Kitsap, and Mason, and the State of Washington.

d. "Drug Task Force" means a drug enforcement agency created by this agreement as that term is used in RCW 69.50.505.

e. The "WESTNET Fund" means the account within the Kitsap County Treasurer's Office which is administered by the Kitsap County Sheriff for the purpose of receipt and disbursement of drug forfeiture funds and court ordered contributions in accordance with section 7 of this agreement.

f. "Drug Task Force Operations Fund" or "Operations Fund" means the fund administered by one of the member agencies for the purpose of receipt and disbursement of monies from the "WESTNET Fund" for day to day operational purposes of the Task Force.

g. "Task Force Operation" means any drug law enforcement activity in which an officer assigned to the Task Force takes an active part. Task Force operations may also include controlled substance law enforcement activity in which the Task Force member's sole participation was to supply intelligence information to the arresting agency, or in which the Task Force provided follow-up support such as evidence processing, case preparation, warrant request, or follow-up investigation, if such intelligence or ancillary support is deemed substantial by the Governing Board. In its reviewing capacity as described in Section 6.1, the Board shall determine whether such intelligence or ancillary support in any given case has been substantial so as to make the activity a Task Force operation.

## **SECTION 2. PURPOSE.**

The purpose of this agreement is to provide for and regulate the joint efforts of the Cities and Counties law enforcement to combat violation of controlled substance laws within the contracting jurisdictions for their mutual advantage.

## **SECTION 3. GENERAL DUTIES OF THE PARTIES.**

a. The County of Kitsap, through its Sheriff's Office, the County of Mason, through its Sheriff's Office, the City of Bainbridge Island, through its Police Department, the City of Port Orchard, through its Police Department, and the City of Bremerton, through its Police Department, and the City of Shelton, through its Police Department, and the Washington State Patrol shall assign such full time investigators to work in the task force as the drug enforcement needs require and the

respective departmental staff levels permit. The City of Poulsbo agrees to assign an officer as a liaison officer with the Task Force.

b. Each jurisdiction shall pay all costs associated with its officers and equipment when assigned to the Task Force. The City of Poulsbo, through its Police Department, shall allocate \$3,000 towards the operation of the Task Force, which moneys will be deposited with the WESTNET Fund. The Washington State Patrol will contribute a supervisor and pay all related costs associated with its officer and equipment.

c. Each Task Force party shall act as independent contractors and not as employees of the Task Force or of another party to this agreement. As such, they have no authority to bind other parties nor control employees of other parties, contractors or other entities.

d. Pursuant to RCW 10.93.040, personnel assigned to the Task Force shall be considered employees of the contributing agency which shall be solely and exclusively responsible for that employee. All rights, duties and obligations of the employer shall remain with the contributing agency. The personnel assigned by the contributing agencies shall continue under the employment of that agency for purposes of any losses, claims, damages, or liabilities arising out of or related to the services provided to the Task force or the activities of the Task Force. Each agency agrees to hold harmless, defend, and indemnify the Task Force in any action arising from the negligence of the employees of that agency including all costs of defense including attorney's fees.

e. The Office of the Kitsap County Prosecutor shall, in addition to its normal duties in the prosecution of Kitsap County felony drug violations, represent the Cities and Kitsap County, and the Task Force in real and personal property forfeitures and drug nuisance abatement proceedings initiated by Task Force personnel. The parties agree that the Office of the Kitsap County Prosecutor

shall receive as reimbursement for such representation a sum equal to ten percent (10%) of the drug forfeiture cash and cash proceeds from sales of property forfeited as a result of such representation, provided, however, that such reimbursement shall not exceed the annual salary and benefits of a Grade Q02, Step 3 Deputy Prosecuting Attorney. Such reimbursement shall be disbursed to the Office of the Kitsap County Prosecuting Attorney upon the final conclusion, including any appeal, of each forfeiture proceeding referenced above. We understand that the Deputy Prosecuting Attorney assigned to represent the Task Force may also, upon agreement by the respective elected Prosecuting Attorney in Mason County, represent the Task Force in forfeiture proceedings in that county as a special Deputy Prosecuting Attorney.

f. Pursuant to RCW 10.93.070(1), law enforcement personnel assigned on a full or part-time basis to the task force shall have full police powers within the geographical area of Kitsap and Mason Counties. Personnel assigned to the Task Force shall conform to their agency's rules and regulations, as well as Task Force policy. All disciplinary matters will be the responsibility of the individual agencies.

#### **SECTION 4. DURATION.**

a. This agreement shall take effect on July 1, 1997 and terminate on June 30, 2000; provided, however, this agreement may be <sup>reviewed</sup> annually by mutual agreement of the parties.

#### **SECTION 5. GENERAL ADMINISTRATION.**

a. The Kitsap County Sheriff shall administer the WESTNET Fund in accordance with applicable laws, this Agreement and any other mutually agreed policies and procedures. The Task Force Operations Fund shall be administered by the Task Force Coordinator in accordance with the

State Auditor's accounting standards for imprest investigative funds and such other standards as the Governing Board may prescribe.

b. The Governing Board shall promptly elect a chairman, meet at least quarterly, provide policy and procedural guidance to the Task Force coordinator and supervisors, and supervise the use of the WESTNET Fund and Operations Fund. Each member of the Governing Board shall have an equal voice and vote in all Board matters.

c. The Governing Board shall appoint a Task Force Coordinator to supervise the daily operations of the Task Force according to this Agreement and the Operating Rules of the Task Force.

d. The Governing Board shall have the authority to apply on behalf of the Task Force for such grant funds as may be available from federal, state, or private sources, for the furtherance of Task Force objectives.

#### **SECTION 6. PROPERTY AND EQUIPMENT.**

a. The Governing Board shall determine whether property seized and forfeited in a Task Force operation is to be retained for use by the Task Force or sold to generate cash for Task Force purposes. All cash proceeds from such sales of forfeited property shall be promptly deposited in the WESTNET Fund, as shall all cash seized and forfeited in a Task Force operation.

b. All cash, property and proceeds from property forfeited pursuant to RCW 69.50.505 by Task Force Operations shall be managed and disbursed only as provided in said RCW 69.50.505. In the event that any equipment is otherwise acquired by the Task Force, the parties agree to use the equipment only for such law enforcement purposes as are established by the Governing Board.

c. Upon dissolution of the Task Force, all property provided to the Task Force by the participating agencies and all forfeited property, other than money, remaining in the Task Force's possession shall be returned to the respective contributing agencies. Any Task Force-owned property and other cash or cash proceeds remaining in the possession of the Task Force (including monies in the WESTNET Fund) shall be divided as follows: ten percent shall go to the Kitsap County Prosecutor as attorney for the Task Force; ten percent to the Washington State Patrol; eighty percent shall be allocated pro-rata between the Cities and the Counties according to the number of officer months spent in Task Force service by operational and command personnel of their respective police agencies, during the term of this agreement.

d. Notwithstanding the termination of this Agreement and distribution of Task Force properties as herein described, such property and monies shall remain subject to the use restrictions of RCW 69.50.505(f) in the hands of each party until fully expended for the law enforcement purposes permitted in said RCW 69.50.505(f).

#### **SECTION 7. HANDLING OF FUNDS.**

a. The WESTNET Fund shall be held by the Kitsap County Treasurer who will disburse the fund according to such standards and direction as the Governing Board shall provide. All interest earned on monies in the Fund shall be credited to the Fund and remain therein until disbursed according to this Agreement.

b. The Task Force Coordinator shall maintain a fund of ready cash so that day-to-day needs of the Task Force can be met. This shall be called the Task Force Operations Fund and shall be limited in amount to \$10,000.00, or such other limit as the Governing Board shall permit. The Operations Fund may be kept and maintained at such location and in such manner as the Task Force

Coordinator shall determine, subject to the Washington State Auditor's standards on imprest investigation funds and such other requirements as the Governing Board may establish.

c. In accordance with RCW 69.50.505, cash proceeds from the sale of drug forfeiture property seized by WESTNET shall be delivered to the Kitsap County Treasurer together with transmittal instructions indicating the respective state and local shares thereof according to RCW 69.50.505(h). The local share shall then be deposited in the WESTNET Fund of the Kitsap County Treasurer and accounted for separately as the WESTNET Fund. The State's share shall be remitted by the Treasurer to the State PSE account, as required by the statute, according to the figures supplied by the Task Force on the Treasurer's general transmittal form. A copy of the Kitsap County Treasurer's receipt and transmittal form for each such deposit, identifying the forfeiture case by name and/or number, shall be promptly provided to the Task Force Coordinator. For each forfeiture of \$5,000 or more in cash and/or proceeds, a record of all expenses of each participating agency shall be transmitted to the Governing Board and the Kitsap County Prosecutor. Each expense record shall include all costs associated with the Task Force action giving rise to the case, including work by non-Task Force personnel.

d. In order to insure compliance with this agreement, the parties agree that all forfeitures made pursuant to RCW 69.50.505 by each party shall be made available upon a reasonable request for disclosure by the governing Board.

#### **SECTION 8. AMENDMENT.**

This agreement may be amended from time to time as deemed appropriate by the parties, PROVIDED, any such amendment shall become effective only after it has been adopted in writing by each of the parties.

## **SECTION 9. INTEGRATION.**

This agreement contains all the terms and conditions agreed upon by the parties, except necessary operational agreements between the law enforcement agencies of the respective jurisdictions in furtherance hereof. No other understanding, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or to bind either of the parties.

## **SECTION 10. TERMINATION.**

This agreement, as to any party, may be terminated upon thirty (30) days notice in writing given to each of the other parties.

CITY OF SHELTON



S.R. JOHNSTON, Chief of Police

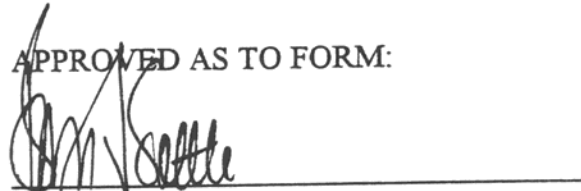
Dated: 7/2/97



SCOTT L. HILBURN, Mayor

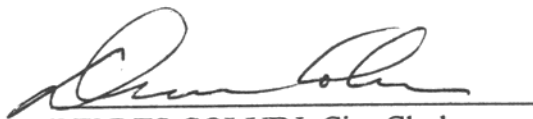
Dated: 6/2/97

APPROVED AS TO FORM:



BEN SETTLE, City Attorney

ATTEST:



DENNIS COLVIN, City Clerk