

INTERLOCAL AGREEMENT FOR COOPERATIVE LAW ENFORCEMENT AND MUTUAL AID

THIS AGREEMENT is entered into in duplicate by and between the STATE OF WASHINGTON through the Washington State Patrol, THURSTON COUNTY, and the CITIES OF OLYMPIA, LACEY, and TUMWATER, municipal corporations of the State of Washington.

WHEREAS, Chapter 39.34 RCW authorizes the parties to enter into agreements for joint or cooperative actions;

WHEREAS, Chapter 10.93 RCW authorizes the parties to enter into agreements for law enforcement mutual aid; and

WHEREAS, the parties wish to continue to provide for cooperative action and mutual aid in enforcing the Uniform Controlled Substances Act in Thurston County.

NOW, THEREFORE, it is agreed between the parties hereto as follows:

1. PURPOSE

The purpose of this Agreement is to provide for the cooperative enforcement of state and local laws relating to controlled substances as set forth in the Uniform Controlled Substances Act and in the municipal code sections of the cities of Lacey, Olympia and Tumwater, by the Thurston County Sheriff's Office, the Olympia Police Department, the Lacey Police Department, the Tumwater Police Department and the Washington State Patrol ("WSP"). The joint cooperation by these entities will be known informally as the "Drug Unit," or conversely, the Thurston County Narcotics Task Force, ("Task Force").

2. ADMINISTRATION: JOINT BOARD CREATED

The Agreement shall be administered by a joint board known as the "Executive Committee," comprised of the Thurston County Sheriff or designee, Thurston County Prosecutor or designee, the Chiefs of Police of the cities of Olympia, Lacey, and Tumwater or their designees, and the Chief of the WSP through the commander of the Investigative Assistance Division, or designee. The Executive Committee shall have the authority to determine the manner for carrying out the terms of this Agreement. This authority shall include, but not be limited to: determining the number of employees within each agency assigned to duties pursuant to this Agreement; compliance with statutory reporting procedures; handling of evidence seized, handling of civil forfeiture procedures; and administration of funds including the Interlocal Drug Fund.

The above listed members shall have full voting rights as a member of the Executive Committee as long as they have an active full-time employee assigned to the Task Force. If a member does not have a full-time employee assigned to the Task Force, their voting privileges will be suspended. However, the member may attend Executive Committee meetings and participate in discussions without voting privileges. Voting rights will be reinstated once the member agency re-establishes participation by providing a full-time employee to the Task Force.

3. NO SEPARATE LEGAL ENTITY CREATED

No separate legal entity is created under this Agreement.

4. SEIZING AGENCY

The "seizing agency" for purposes of Chapter 69.50 RCW, is Thurston County. All search warrants, orders for seizure, and civil forfeiture actions commenced in regards to property seized by the Task Force will identify Thurston County as the Plaintiff. Designation of Thurston County as the seizing agency will not alter the terms of Sections 11 and 13, herein.

5. INTERLOCAL DRUG ENFORCEMENT FUND TO BE ESTABLISHED

The City of Lacey shall establish a fund to be known as the Interlocal Drug Enforcement Fund, within the funds, accounts and budgets of the City of Lacey. This fund shall be administered in accordance with the accounting practices of the City of Lacey and pursuant to the terms of this Agreement. Monies deposited in said fund shall be used only for carrying out the purposes of this Agreement, including administrative and overhead costs incurred by Task Force operations.

6. SOURCES OF MONIES FOR INTERLOCAL DRUG ENFORCEMENT FUND

All monies, including all proceeds from the sale of personal and real property declared forfeit to the seizing agency on behalf of the Task Force and pursuant to Ch. 69.50 RCW and/or Ch. 10.105 RCW shall be deposited in the Interlocal Drug Enforcement Fund. Funds deposited in the Interlocal Drug Enforcement Fund may also consist of:

- A. All fines, penalties and payments to the fund pursuant to court or administrative order;
- B. Donations;
- C. Appropriations to the fund by the WSP, Thurston County, and the cities of Olympia, Lacey, and Tumwater;
- D. Any other supplemental funding which may be acquired, e.g., grant funding.

7. USE OF INTERLOCAL DRUG ENFORCEMENT FUND-DISBURSEMENTS

The Interlocal Drug Enforcement Fund may be used for any purpose related to the parties' enforcement of state and local laws pertaining to controlled substances, and to further the goals of the Task Force as set forth in this Agreement. Money shall be disbursed from the Interlocal Drug Enforcement Fund pursuant to procedures established by the executive committee. Lacey shall be responsible for the annual reporting to the State of Washington, and for the annual disbursement of funds to the State of Washington, pursuant to the requirements of Ch. 69.50 RCW.

8. BUDGET

The annual budget for the Task Force shall be approved by the Executive Committee, and shall be incorporated within the budget of the City of Lacey.

9. COUNTY AND CITY FUNDS

In addition to the monies remaining in the Interlocal Drug Enforcement Fund as carry-over funds at the time of execution of this Agreement, this Agreement shall be carried out through the use of monies that may be contributed on an equal basis by Thurston County, and the cities of Olympia, Lacey, and Tumwater, and the WSP. The request for contributed funds shall be made by the Executive Committee to the various jurisdictions, by August 15 of each year, in time for inclusion in the annual budget cycle of each jurisdiction.

10. ADMINISTRATION OF FUNDS

All funds including the Interlocal Drug Enforcement Fund shall be administered by the Executive Committee in accordance with all applicable laws and sound accounting principles, and pursuant to the terms of this Agreement.

11. POLICIES & PROCEDURES

- A. The Executive Committee shall create a Policies and Procedures manual ("Manual") that encompasses the operating policies and procedures for the Task Force.
- B. The Manual shall be updated on an as-needed basis.
- C. The Manual and any subsequent updates shall be approved by the Executive Committee.
- D. The Manual, as amended from time to time is hereby incorporated by reference into this Agreement as if fully set forth.
- E. Nothing in the Manual is meant to supersede any provisions of this Agreement. In the event of a conflict between this Agreement and the Manual, the terms of this Agreement shall prevail.

12. ADMINISTRATIVE RESPONSIBILITIES

The Task Force Commander, as defined in the "Thurston County Narcotics Task Force Policy and Procedure Manual", shall be responsible for the routine administrative duties of the Task Force including:

- A. The scheduling of Board Meetings;
- B. Preparation of Board Meeting Agendas and Minutes;
- C. Processing of invoices for Task Force expenses for payment by the City of Lacey;
- D. Other routine operating administrative functions.

13. EMPLOYEES; COMMAND STRUCTURE

- A. All persons assigned to duties pursuant to this Agreement shall be deemed employees of the agency that assigns them to the Task Force. Each party contributing an employee to the Task Force will retain that employee as an employee of the contributing party and will be solely responsible for that employee, including the employee's salary and benefits and all other terms and conditions of employment.
- B. In order for a person to be assigned to the Task Force, that person shall have the following qualifications:
 - 1. A past proven ability to conduct successful interviews with suspects, witnesses, and informants.
 - 2. Good time management skills.
 - 3. Good report writing skills with good organizational abilities.
 - 4. Ability to conform to written policies and procedures.
 - 5. Sufficient training and prior experience enforcing the Uniform Controlled Substances Act ("the Act") to understand and accurately apply the requirements for probable cause for arrest for violations of the Act.
 - 6. Ability to work whatever schedule may be required by the Task Force supervisor.
 - 7. Ability to conduct long-term surveillances and in-depth investigations.
 - 8. Ability to appear timely for court appearances and provide competent testimony to support prosecutions of persons arrested for violations of the Act.

9. Ability to promptly and professionally carry out orders from the Task Force supervisor(s).

C. The Task Force command structure is governed by the "Thurston County Narcotics Task Force Policy and Procedure Manual."

14. PROPERTY

Money from the sale of assets declared forfeit through personal or real property seizures, or property purchased with Interlocal Drug Enforcement Fund money will be jointly owned by the parties hereto. Seized vehicles that become the property of the Task Force through a forfeiture order may be designated by the Executive Committee for use by an employee assigned to the Task Force. The Executive Committee will provide oversight for use of seized vehicles by Task Force employees. The jurisdiction that employs the employee utilizing a seized vehicle for Task Force business will assume all liability for use of and damage to that vehicle, and will acquire insurance coverage for that vehicle pursuant to the policies of that jurisdiction. Should such a vehicle become damaged or totaled, the money received by that party from any insurance proceeds shall be applied first toward repairing that vehicle; and if the vehicle is deemed totaled, shall be deposited into the Interlocal Drug Enforcement Fund. Any insurance deductible required will be paid by the jurisdiction utilizing the vehicle.

15. EFFECTIVE DATE/DURATION OF AGREEMENT

This Agreement shall take effect as of the date of filing or posting as required by RCW 39.34.040 or date of the last authorizing signature affixed hereto, whichever occurs later.

The Agreement shall automatically renew on January 1, of each year and shall continue for subsequent one-year terms through December 31, 2020, unless otherwise terminated by mutual agreement of all parties

16. WITHDRAWAL OF INDIVIDUAL PARTIES

Any party may withdraw from this Agreement by giving ninety (90) days written notice from the party's governing body to the other parties. Monies contributed during the calendar year of a party's withdrawal will be refunded to that party, on a pro rata basis, after determination by the Executive Committee of any purchase commitments made prior to the notification of a party's withdrawal. Purchase commitments made prior to notification of a party's withdrawal will reduce the withdrawing party's refund commensurate with the pro rata share to be contributed by the withdrawing party for that purchase. Money so refunded will be used by the withdrawing party for its use in carrying out drug enforcement activities pursuant to Ch. 69.50 RCW. Property purchased with Task Force funds will remain the property of the non-withdrawing parties and the withdrawing party will have no interest in or claim of title to said property. Notice of withdrawal of any party to this Agreement shall clearly reference this Agreement and be filed or posted consistent with RCW 39.34.040.

17. TERMINATION-PROPERTY

If this Agreement is terminated and the Task Force disbands entirely, the Executive Committee will determine each party's equitable pro rata share of personal and real property, including monies on deposit in the Interlocal Drug Enforcement Fund. The personal and real property will either be liquidated, and proceeds distributed to each party on a pro rata basis; or the Executive Committee will determine by majority vote what is an equitable distribution of property to each party, and the property will be disbursed accordingly.

18. LIABILITY; HOLD HARMLESS; INDEMNIFICATION

- A. The parties agree that each of the parties shall, at all times, be solely responsible for the acts or the failure to act of its elected and appointed officials, employees and agents that occur or arise in any way out of the performance of this Agreement and to save and hold the other parties and their elected and appointed officials, employees and agents harmless from all costs, expenses, losses and damages, including costs of defense incurred as a result of any acts or omissions of the party's elected and appointed officials, employees and agents, relating to the performance of this Agreement.

In the event that a claim and/or lawsuit is brought against a party to this Agreement, or against any party's elected and appointed officials, employees and agents for actions arising out of their conduct in performing under this Agreement, it shall be the duty of each such party to promptly notify the other parties that actually responded to, or participated in the event which is the subject of such claim or lawsuit, that the same has been initiated.

Each party and their respective defense counsel shall, to the extent reasonably possible and consistent with the best interests of their respective clients, cooperate with other parties to this Agreement and their respective defense counsel in the defense of any lawsuit arising out of response to or participation in any event under this Agreement and shall agree, whenever possible, to share non-attorney fee-related costs such as records gathering, preparation of trial exhibits, the retention and payment of expert witnesses, and the cost of deposition reporting and transcription.

Each party hereto shall obtain and maintain in full force and effect public liability and property damage insurance or self-insurance coverage in the minimum amount of \$1 million per occurrence and \$2 million aggregate to cover claims for injury to persons or damage to property arising from the performance of this Agreement.

Insurance coverage shall not be cancelled by any party except upon thirty (30) days prior written notice by certified mail, to all other parties. Satisfactory evidence of the requisite insurance coverage shall be provided to each party to this Agreement, upon request of any other party.

B. Nothing herein shall require or be interpreted to:

1. Waive any defense arising out of RCW Title 51.
2. Limit or restrict the ability of any party, or any party's elected and appointed officials, employees and agents or legal counsel for any of the same to exercise any right, defense or remedy which a party to a lawsuit may have with respect to claims or third parties, including any good faith attempts to seek dismissal of legal claims against a party by any proper means allowed under the civil rules in either state or federal court.
3. Cover or require indemnification, defense for, or payment of any judgment against any individual or party for intentional wrongful conduct, conduct outside the scope of employment of any individual, or for any judgment for punitive damages against any individual or party. Payment of punitive damage awards, fines or sanctions 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 or for any order imposing fines or sanctions.
4. The parties shall, to the best of their ability, coordinate their liability insurance coverages and/or self-insured coverages to the extent possible to fully implement and follow the Agreement set forth herein. However, the consent of any liability insurance carrier or self-insured pool or organization is not required to make this Agreement effective as between the parties signatory to this Agreement and the failure of any insurance carrier or self-insured pool or organization to agree or follow the terms of this provision on liability shall not relieve any party from its obligations under this Agreement. Nothing in this Agreement shall be interpreted to create third party rights in any entity not a party to this Agreement.

19. DESIGNATION OF AGENCY FOR CONTRACTING

The City of Lacey is designated as the agency with authority to enter into contracts on behalf of the Interlocal Drug Unit, including the authority to lease, buy, sell and hold title to real and personal property, execute grant applications and sign all other documents on behalf of and for the benefit of all parties to this Agreement. Such authority will be exercised only upon the consensus of and at the direction of the Executive Committee. If consensus cannot be reached, then such authority will be by majority vote of the Executive Committee.

20. CONSENT TO ENFORCEMENT OF LAWS

The signature of the Sheriff of Thurston County contained herein, operates as his consent within Thurston County to allow employees who are general authority Washington peace officers as defined by RCW 10.93.020(3) and employed by the cities of Lacey, Olympia, and Tumwater, to exercise all powers vested by law in a

general authority Washington peace officer who possesses a certificate of basic law enforcement training or certificate of equivalency or has been exempted from the requirement therefore by the Washington state criminal justice training commission.

21. MUTUAL AID

The parties intend that this Agreement contemplates that any party may request mutual aid from the other parties, for purposes of effectuating the goals and purposes of this Agreement. Policies and procedures for requests for mutual aid are found in the "Thurston County Narcotics Task Force Policy and Procedures Manual".

22. AMENDMENT

Any party may request amendment to this Agreement, however, no such amendment shall be valid or binding unless it be in writing, approved by each jurisdiction's governing body, and recorded or posted as required by RCW 39.34.040. Any such amendment shall be attached to and made part of this Agreement.

23. NOTICE

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

24. JURISDICTION AND VENUE

This Agreement has been and shall be construed as having been made and delivered with the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

25. SEVERABILITY

If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

26. ENTIRE AGREEMENT

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded.

27. RATIFICATION

Any work performed prior to the effective date that falls within the scope of this Agreement and is consistent with its terms is hereby ratified and confirmed.

28. DISPUTE RESOLUTION


Any dispute between the parties to this Agreement shall first be submitted to mediation prior to any party filing an action against any other party. Costs of mediation shall be shared equally by the parties in dispute.

IN WITNESS WHEREOF, each party has caused this Agreement to be signed by its duly authorized officer or representative as of the date set forth below its signature.

Washington State Patrol
Attn: Chief
P.O. Box 42600 Olympia, WA 98504-2600

City of Lacey
Attn: City Manager
PO Box 3400 Lacey, WA 98509-3400

By _____

By  _____

Title _____

Title City Manager _____

Date _____

Date 9/3/2014 _____

Approved as to form:

Approved as to form: 

By _____
Ass't Attorney General

By _____
City Attorney

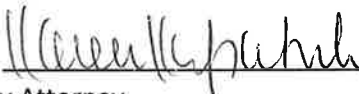
City of Tumwater
Attn: City Administrator
555 Israel Road SW Tumwater, WA 98501

By 

Title Mayor

Date 12/11/14

Approved as to form:

By 
City Attorney

Thurston County
Attn: Board of County Commissioners
2000 Lakeridge Drive SW Olympia, WA 98502

By _____

Title _____

Date _____

Approved as to form:

By _____
Thurston County Prosecutor


City of Olympia
Attn: City Manager
PO Box 1967 Olympia, WA 98507-1967

By _____

Title _____

Date _____

Approved as to form:

By 
City Attorney (ACA)

Thurston County
Attn: Thurston County Sheriff
2000 Lakeridge Drive SW Olympia, WA 98502

By 

Title Undersheriff

Date 9/22/2014