



CONTRACT FACE SHEET

- Document Type:  Contract  Franchise Agreement  
 MOU  Right of Way Use Agreement  
 Interlocal Agreement  Lien  
 Notice of Acceptance  Correspondence  
 Retainage  Collective Bargaining Agreement
- Status:  New  Renewal  
 Amendment  Cancellation  
 Change Order

\*Vendor Name: Eastside Narcotics Task Force

\*JDE PO Number: 610651-000

\*Effective Date: 01-01-2006

\*Termination Date: 12-31-2099 automatically extends yearly

\*Clerks Receiving Number: 39295

Related Receiving Number: -

Bid Number: -

Grant Number: -

Ordinance Number: -

Resolution Number: 7347

CIP Number: -

Project Name: Establishes Eastside Narcotics Task Force

KC#: 20060609001065

Vendor Number: 83092

Location: 06-298

\* Denotes Mandatory Fields. If referring to Retainage, please indicate the Termination Date same as the Contract Termination Date.

Face Sheet Date: 05-16-2006 C  
Scan: 9-28-06  
Index: 9-28-06 MT

City of  
Bellevue



◆ Post Office Box 90012 ◆ Bellevue, Washington ◆ 98009 9012 ◆



**20060609001065**

BELLEVUE INTERLOCA 32.00  
PAGE 001 OF 001  
06/09/2006 12:04  
KING COUNTY, WA

### Recording Cover Sheet

To: King County Recorder's Office  
From: City of Bellevue City Clerk's Office  
P.O. Box 90012  
Bellevue, WA 98009-9012  
Date: 05/16/2006  
Subject: Inter Local Agreement Filing

The following legislation and attached agreement are included for filing with King County Record's Office per RCW 39.34.040.

Government Agency:	City of Bellevue
Interlocal Agreement Participants:	Cities of Bellevue, Kirkland, Issaquah, Mercer Island, Redmond, and the King County Sherriff's Office
Adopting Legislation:	Resolution 7347
Clerk's Receiving Numbers:	CR# 39295 <i>06-298</i>
Description:	Establish and maintain multi-jurisdictional Eastside Narcotics Task Force
Recording Fee	<del>\$33.00</del> <i>32.00</i>

Full copy of above agreement available at the City of Bellevue, City Clerk's Records Division, 11511 Main Street, Bellevue, WA (425) 452-6805 email: [cityclerk@ci.bellevue.wa.us](mailto:cityclerk@ci.bellevue.wa.us)

ORIGINAL

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

CR# 59295 DATE 05-16-06 LOG 06-298  
Res 7347 PO 610651-000

**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 than 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 out 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

8-7-06  
Date

\_\_\_\_\_  
MAYOR, CITY OF BELLEVUE

\_\_\_\_\_  
Date

\_\_\_\_\_  
MAYOR, CITY OF KIRKLAND

\_\_\_\_\_  
Date

\_\_\_\_\_  
MAYOR, CITY OF MERCER ISLAND

\_\_\_\_\_  
Date

\_\_\_\_\_  
MAYOR, CITY OF REDMOND

\_\_\_\_\_  
Date

\_\_\_\_\_  
MAYOR, CITY OF ISSAQUAH

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
SHERIFF, KING COUNTY

6/7/07  
Date

Approved as to form:

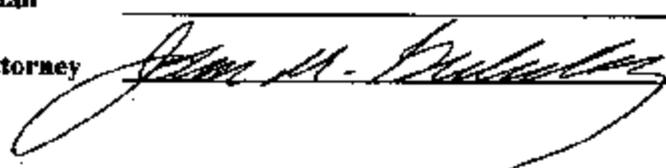
City Attorney, City of Bellevue \_\_\_\_\_

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 

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

*Robert Kluyke*  
\_\_\_\_\_  
MAYOR, CITY OF BELLEVUE

*5-11-06*  
\_\_\_\_\_  
Date

\_\_\_\_\_  
MAYOR, CITY OF KIRKLAND

\_\_\_\_\_  
Date

\_\_\_\_\_  
MAYOR, CITY OF MERCER ISLAND

\_\_\_\_\_  
Date

\_\_\_\_\_  
MAYOR, CITY OF REDMOND

\_\_\_\_\_  
Date

\_\_\_\_\_  
MAYOR, CITY OF ISSAQUAH

\_\_\_\_\_  
Date

\_\_\_\_\_  
SHERIFF, KING COUNTY

\_\_\_\_\_  
Date

Approved as to form:

City Attorney, City of Bellevue

*[Handwritten Signature]*  
\_\_\_\_\_

City Attorney, City of Kirkland

\_\_\_\_\_

City Attorney, City of Mercer Island

\_\_\_\_\_

City Attorney, City of Redmond

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City Attorney, City of Issaquah

\_\_\_\_\_

King County Prosecuting Attorney

\_\_\_\_\_

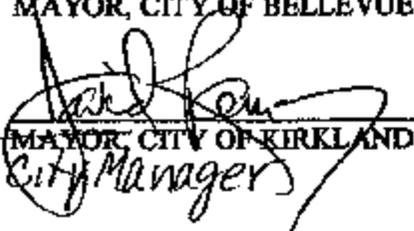
By signing below, the signor certifies that he or she has the authority to sign this Agreement on behalf of the jurisdiction, and the jurisdiction agrees to the terms of this Agreement.

\_\_\_\_\_  
KING COUNTY EXECUTIVE

\_\_\_\_\_  
Date

\_\_\_\_\_  
MAYOR, CITY OF BELLEVUE

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
MAYOR, CITY OF KIRKLAND  
City Manager

\_\_\_\_\_  
2/17/06  
Date

\_\_\_\_\_  
MAYOR, CITY OF MERCER ISLAND

\_\_\_\_\_  
Date

\_\_\_\_\_  
MAYOR, CITY OF REDMOND

\_\_\_\_\_  
Date

\_\_\_\_\_  
MAYOR, CITY OF ISSAQUAH

\_\_\_\_\_  
Date

\_\_\_\_\_  
SHERIFF, KING COUNTY

\_\_\_\_\_  
Date

Approved as to form:

City Attorney, City of Bellevue

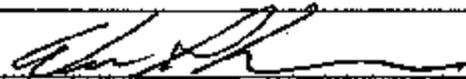
City Attorney, City of Kirkland

City Attorney, City of Mercer Island

City Attorney, City of Redmond

City Attorney, City of Issaquah

King County Prosecuting Attorney

\_\_\_\_\_  
  
\_\_\_\_\_

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\_\_\_\_\_  
KING COUNTY EXECUTIVE

\_\_\_\_\_  
Date

\_\_\_\_\_  
MAYOR, CITY OF BELLEVUE

\_\_\_\_\_  
Date

\_\_\_\_\_  
MAYOR, CITY OF KIRKLAND

\_\_\_\_\_  
Date

*Richard L. Council*  
\_\_\_\_\_  
MAYOR, CITY OF MERCER ISLAND  
*CITY MANAGER*

*12-30-05*

\_\_\_\_\_  
Date

\_\_\_\_\_  
MAYOR, CITY OF REDMOND

\_\_\_\_\_  
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 *[Signature]* \_\_\_\_\_

City Attorney, City of Redmond \_\_\_\_\_

City Attorney, City of Issaquah \_\_\_\_\_

King County Prosecuting Attorney \_\_\_\_\_

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*  
\_\_\_\_\_  
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 \_\_\_\_\_

*[Signature]*

City Attorney, City of Issaquah \_\_\_\_\_

King County Prosecuting Attorney \_\_\_\_\_

ENTF Interlocal

5/18/05

Page 10 of 10

**Haugen, Charlee**

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**From:** Krikorian, Carl  
**Sent:** Wednesday, September 27, 2006 4:18 PM  
**To:** Haugen, Charlee  
**Subject:** RE: Oops!

②

Charlee—Issaquah wasn't a party to the agreement this time around. They've temporarily dropped out of ENTF. We left them on the signature page when and if they joined up again...so we're OK...thanks, Carl.

---

**From:** Haugen, Charlee  
**Sent:** Wednesday, September 27, 2006 4:16 PM  
**To:** Krikorian, Carl  
**Cc:** Haugen, Charlee  
**Subject:** Oops!

Carl:

Re the ENTF documents you brought to me earlier:

①

Do you happen to have a signature page for Issaquah? It's not here.....

*Charlee Haugen*  
City of Bellevue City Clerk's Office  
Public Records Division 1W  
Phone: 425-452-4295  
Fax: 425-452-7667  
chougen@bellevuewa.gov

email re: Issaquah signature

# ORIGINAL

## CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 7347

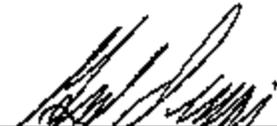
A RESOLUTION authorizing execution of an Interlocal Agreement to maintain a multi-jurisdictional Eastside Narcotics Task Force with Kirkland, Issaquah, Mercer Island, Redmond, and King County Sheriff's Office.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

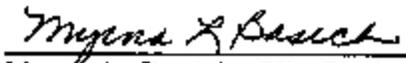
Section 1. The City Manager or his designee is hereby authorized to execute an Interlocal Agreement to maintain a multi-jurisdictional Eastside Narcotics Task Force with Kirkland, Issaquah, Mercer Island, Redmond, and the King County Sheriff's Office, a copy of which Agreement has been given Clerk's Receiving No. 39295.

Passed by the City Council this 3rd day of April, 2006, and signed in authentication of its passage this 3rd day of April, 2006.

(SEAL)

  
\_\_\_\_\_  
Grant Degginger, Mayor

Attest:

  
\_\_\_\_\_  
Myrna L. Basich, City Clerk

# Agenda

item 8e

## City Council

### Regular Session

MONDAY  
April 3, 2006

8:00 – 10:00 p.m.  
Council Chambers

Page

1. Call to Order
2. Roll Call, Flag Salute
- (a) Bellevue Botanical Garden Check Presentation for Wilburton Property      PARK      2-1  
Patrick Foran
3. Communications: Written and Oral  
*Note: Three-minute limit per person, or five minutes if representing the official position of a recognized organization. Maximum of three persons are permitted to speak to each side of any one topic. Additional presentations may be heard at Agenda Item 13, including three additional persons speaking to topics heard at Agenda Item 3.*
4. Reports of Community Council, Boards and Commissions
5. Report of the City Manager
- (a) Management Brief on the Bel-Red Corridor Project      PCD/TRAN      5-1  
Matt Terry/  
Goran  
Sparman

**City Council meetings are wheelchair accessible. American Sign language (ASL) interpretation is available upon request. Please phone 452-6805 at least 48 hours in advance.**



City of Bellevue

		<u>Page</u>
6.	Council Business	
7.	Approval of the Agenda	
8.	Consent Calendar	
(a)	Minutes of March 20, 2006 Special Meeting Minutes of March 20, 2006 Study Session Minutes of March 20, 2006 Regular Session	
(b)	Motion to approve payment of claims for the period March 18, 2006 through March 31, 2006 and payroll for the period March 1, 2006 through March 15, 2006.	FIN <u>8-1</u>
(c)	Resolution No. 7346 authorizing execution of a third amendment to the Professional Services Agreement with Preston Gates & Ellis, LLP, for a total contract amount not to exceed \$288,000 for legal services relating to temporary encampments.	CAO <u>8-3</u>
(d)	Motion to award Bid No. 0618 to Merlino Brothers, LLC for construction of a restroom building at Spiritridge Park, in the amount of \$113,185.92, as the lowest responsible bidder.	PARK <u>8-7</u>
(e)	Resolution No. 7347 authorizing execution of an Interlocal Agreement to maintain the multi-jurisdictional Eastside Narcotics Task Force with Kirkland, Mercer Island, Redmond, and the King County Sheriff's Office.	POL <u>8-11</u>
(f)	Motion to approve Change Order No. 2 for the construction contract with Precision Earthworks (Bid No. 0516) increasing the contract amount by \$90,871.16 for the 156th Avenue SE Boardwalk project (CIP Plan No. NIS-1 NIS031001).	TRAN <u>8-15</u>
(g)	Ordinance No. 5668 amending the 2005-2011 General and Utility Capital Investment Program Plans and increasing the project budgets for the Kamber Roadway Improvements (CIP Plan PW-R-102); Fish Passage Improvement Program (D-81); Stream Channel Modifications (D-86); Richards Creek/East	TRAN <u>8-21</u>

Creek Flow Management (D-90); Small Diameter Water Main Replacement (W-16); and Sewer System Pipeline Rehabilitation (S-24) to reflect \$515,000 in revenue received through disbursement of a Settlement Agreement with Olympic Pipe Line Company.

- (h) Motion to award Bid No. 0624, 2006 Sanitary Sewer and Storm Drainage Dig and Repair Program, to Road Construction Northwest, Inc. in the amount of \$1,606,199.92, as the lowest responsible bidder to allow for the completion of the improvements (CIP Plan Nos. D-64 and S-24). UTIL 8-35

9. Public Hearings
10. Land Use
11. Other Ordinances, Resolutions and Motions
12. Unfinished Business
13. Continued Oral Communications
14. New Business
15. Executive Session
16. Adjournment

## CITY COUNCIL AGENDA MEMORANDUM

### SUBJECT

Resolution No. 7347, authorizing execution of the Interlocal Agreement to maintain the multi-jurisdictional Eastside Narcotics Task Force (ENTF) with Kirkland, Mercer Island, Redmond, and the King County Sheriff's Office.

### FISCAL IMPACT

This action has no net fiscal impact to the City of Bellevue. The Bellevue Police Department is the lead agency for the Task Force and provides the majority of the personnel, including a Police Captain, Legal Secretary, and a Financial Investigator as well as the physical work location. The salaries, benefits, training and equipment for the three Bellevue Police employees are fully reimbursed either through an on-going grant or by ENTFF.

The grant covers most of the salaries and benefits of the Police Captain and the Legal Secretary. Any shortage between grant expenditures and grant revenues, will be reimbursed to Bellevue by ENTFF. The Financial Investigator is fully reimbursed by ENTFF, therefore there is no net impact on the City's budget. If for any reason the revenues do not support these FTE position, the positions will be eliminated. The 05-06 amended budget includes these revenues and expenditures.

### STAFF CONTACTS

Jim Montgomery, Police Chief	452-6059
Jim Kowalczyk, ENTFF Captain	452-7229
Carl Krikorian, Police Fiscal Manager	452-6961

### POLICY CONSIDERATION

Should the City Manager or his designee be authorized to execute the Interlocal Agreement with other law enforcement agencies on the Eastside to maintain a multi-jurisdictional task force on narcotics and drug trafficking?

### BACKGROUND

In 1981, the cities of Bellevue, Kirkland, Issaquah, Mercer Island and Redmond formed a task force for mutual support in the fight against drug crimes. In 1998, an Interlocal was created to allow the sharing of drug forfeiture revenues to fund the operations of the Task Force. This Interlocal supersedes that agreement and adds the King County Sheriff's Office as a member. It also documents the role of the King County Prosecutor and support staff. It allows the City of Bellevue to continue to work cooperatively with other local police jurisdictions to combat drug abuse and drug trafficking. The City of Issaquah is not an active participant currently. This agreement allows them to rejoin in the future.

**EFFECTIVE DATE**

If approved by the Council, this Resolution will be effective immediately.

**OPTIONS**

1. Adopt Resolution No. 7347, authorizing execution of the Interlocal Agreement to maintain the Eastside Narcotics Task Force with Kirkland, Issaquah, Mercer Island, Redmond, and the King County Sheriff's Office.
2. Do not adopt Resolution No. 7347 and provide alternative direction to staff.

**RECOMMENDATION**

Adopt Resolution No. 7347, authorizing execution of the Interlocal Agreement to maintain the Eastside Narcotics Task Force with Kirkland, Issaquah, Mercer Island, Redmond, and the King County Sheriff's Office.

**MOTION**

Adopt Resolution No. 7347, authorizing execution of the Interlocal Agreement to maintain the Eastside Narcotics Task Force with Kirkland, Issaquah, Mercer Island, Redmond, and the King County Sheriff's Office.

**AVAILABLE IN COUNCIL OFFICE**

Proposed Interlocal Agreement.

1532-RES  
3/30/2006

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 7347

A RESOLUTION authorizing execution of an Interlocal Agreement to maintain a multi-jurisdictional Eastside Narcotics Task Force with Kirkland, Issaquah, Mercer Island, Redmond, and King County Sheriff's Office.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Manager or his designee is hereby authorized to execute an Interlocal Agreement to maintain a multi-jurisdictional Eastside Narcotics Task Force with Kirkland, Issaquah, Mercer Island, Redmond, and the King County Sheriff's Office, a copy of which Agreement has been given Clerk's Receiving No. \_\_\_\_\_.

Passed by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2006, and signed in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

(SEAL)

\_\_\_\_\_  
Grant Degginger, Mayor

Attest:

\_\_\_\_\_  
Myrna L. Basich, City Clerk

CITY OF BELLEVUE  
Finance - Contracting Services  
425-452-7878

**CONTRACT ROUTING/APPROVAL**

**CURRENT CONTRACT INFORMATION:**

**Contract Title:** Eastside Narcotics Task Force Interlocal Agreement 2006 ✓  
**Contract Description:** This agreement renews and updates the understanding among several Eastside agencies for  
**Total Aggregate Value:** 0  
(includes orig. + prev. amends + new amend)  
**New Amendment Value:**  
**Budget Impact:** No Budget Impact (Explain in Additional Comments)  
**Department:** Police  
**Contract Manager 1:** Carl Krikorian **2:** Jim Kowalczyk  
Contract Manager has the authority to approve invoices for payment on this contract.  
**Contract Type:** Interlocal Agreement  
**Contract Form:** Custom contract document

**Additional Comments**

This updates and renews the agreement among the members of the Eastside Narcotics Task Force—Bellevue, Redmond, Kirkland, Issaquah, King County Sheriffs, and Mercer Island. The agreement details the objectives, the governance, the fiscal processes, and other responsibilities of each member of the task force. There is no fiscal impact to the City of Bellevue.

Does the contractor meet criteria listed on the data entry screen? If no, independent contractor checklist should be attached.

**VENDOR INFORMATION:**

**Vendor Name:** Eastside Narcotics Task Force  
**New Vendor** Yes **COB Bus. License #** N/A  
**JDE Vendor Number:** 83092 (CS to complete)  
**Tax ID #** **UBI # (if known)**

**CONTRACT TERMS:**

**Orig. Effective Date:** 1/1/2006 **End Date:** 12/31/2006  
**Subject To:** Other *agmt shall automatically extend for consecutive one year periods*

**RELATED CONTRACT INFORMATION:**

**Is this an Amendment/Chng. Ord.?** No **Amendment #:** N/A  
**Amendment Effective Date:**  
**Orig. Clerk's Receiving Number:** N/A  
**Orig. Contract Value:** \$0.00 (w/o amendments)  
**Total Value of Previous Amends/Chng Ord's:**  
**Other Amendment CR #'s:**  
**Grant Funded?** No  
**Grant Type:**  
**Grant CR #:**

**SELECTION METHOD:**

Please provide explanation of process in add'l comments

**Process** No Competitive Process  
**Method** Renewal  
**Bid / RFP / RFQ / ITQ #:** N/A

	Yes ●	No
<b>ROUTING &amp; APPROVAL</b>		
<b>Authorized Department Signature</b>	Carl Krikorian Police	
<b>Date</b>	5/2/06	<b>Title</b> Fiscal Mgr
<b>ROUTE:</b>	Received Out	
<b>CONT SVCS</b>	WDA BROWN MAY 03 2006 54	
<b>ITD:</b>	NOT REQUIRED Contracting Services	
<b>LEGAL:</b>	5/4 5/7	
<b>INSURANCE REVWD BY:</b>	Joanne Nielsen 5/9 5/10	
<b>CMO:</b>	PMM King	
<b>CCO:</b>	(Chaugen) 05-12 05-16	
<b>CONT SVCS:</b>		
<b>Return To:</b>	Carl Krikorian	

**COUNCIL APPROVAL**

**Motion to Award:** No **Council Award Date:** April 3, 2006 ✓  
**Ordinance #** N/A  
**Resolution #** 7347 ✓



CONTRACT REVIEW CRITERIA

CR# 39295

Contract Title Eastside Narcotics Task Force Interlocal Agreement 2008

Vendor Name Eastside Narcotics Task Force

DEPT (1) CONTRACTING SERVICES

- a) Does the Contract Routing/Approval Form and Contract have consistent information?
b) Is the Contract Type and template appropriate for the services performed?
c) Are the Contract Values (i.e.: aggregate values, yearly budget totals, taxable amounts, acct numbers, etc.) accurate?
d) Is the JDE vendor name & number accurate?
e) Does Contractor have a Bellevue Business Licensee? If not, date Tax Office was notified:
f) Do the Contract Start/End Dates comply with current policies (maximum 4 years unless exception noted)?
g) Is this an amendment or renewal? If so, are the original contract terms and values indicated?
h) Has the Selection Method been explained in Additional Comments? Are results attached?
i) Is there an ordinance/resolution/motion for this contract? If so, is date and # noted? Is copy attached?
j) Does the contractor meet requirements of the Independent Contractor Threshold question?
k) Is Attachment "A" (Scope of Work and/or Services) attached?
l) Is Attachment "B" (Insurance Requirements) attached?
m) Does the Contractor's Certificate of Insurance meet Attachment "B" requirements?
n) Is the City of Bellevue (& contracting partners) listed as an additional insured on the Certificate of insurance?
o) Are the policy expiration date(s) on the Certificate of Insurance current?
p) Is the contract exempt from paying Prevailing Wages? If not, are current Wage Rates attached in Attachment "B"?
q) Does the Contractor have an open account with the Washington State Dept. of Revenue?
r) Are the Contractor's worker's comp. premiums current?
s) Is the Contractor on the Federal Debarred Suspended List?
t) Does the vendor have an active Professional/Contractor License with the Washington State Dept. of Licensing?

(2) INFORMATION TECHNOLOGY DEPARTMENT (if applicable):

- a) Do the technology components meet the enterprise technology standards for the City?
b) Does the purpose of the contract comply with the City's IT strategic plan?
c) Has ITGC approved the project?
d) Are the vendors IT City qualified vendors for technology work?

(3) RISK MANAGEMENT:

- a) Are the insurance Requirements (Attachment B) appropriate for Scope of Work?
b) Does the contractor's Certificate of Insurance comply with the requirements?
c) Are there any Limitations of Liability clauses or other risk transfer language problems that shift risk back to the City?
d) Does the Hold Harmless clause include language referencing Title 51 releases? Yes

No insurance requirements
No. Since each jurisdiction was responsible for acts of their employees, a claim or lawsuit will be a complex matter. May wish to revise in the future with a lead agency running the operation to have release for claims w/ it of subrogation against other negligent entities.

(4) CITY ATTORNEY'S OFFICE:

- a) Has the Contractor signed all originals and initialed any proposed changes to standard language?
b) Are contract terms and conditions consistent throughout entire contract?
c) Are there any unlawful provisions?

(5) CITY MANAGER'S OFFICE:

- a) Does contract meet overall consistency with City contracting policy, budget, etc.?

2.00.100104

**CONTRACT ROUTING/APPROVAL SUMMARY**  
**ALPHA CON001**

NOTE: This page MUST accompany all contracts being routed for approval.  
Contracts lacking this page will be considered incomplete and will be returned to the  
originating department.

**JDE BUDGET INFORMATION:**

Line No	Description	CIP No. (if)	GL Date	AccountNo	Subtotal	Taxable? (enter)	Total
						No	

**FOR CITY CLERK'S OFFICE USE:**

Vendor Number 03092

Vendor Name: Eastside Narcotics Task Force

Start Date: 1/1/2006 End Date: 12/31/2006

Contract Type: Interlocal Agreement Bid / RFP / RFQ / ITQ # N/A

Amendment / Renewal? No Amend #: N Original Contract # N/A

Ordinance # N/A Resolution # 7347 Council Bid Award Date April 3, 2006

Selection Method: Renewal

Department: Police Document Value: Ø

Contract Description: This agreement renews and updates the understanding among several Eastside agencies for the drug task force.