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11-16-20 Bw GCS

INTERLOCAL AGREEMENT INTERAGENCY NARCOTICS ENFORCEMENT TEAM

1. INTRODUCTION

This Agreement is made and entered into in the State of Washington pursuant to the provisions of Chapter 39.34 Revised Code of Washington by and among the Washington counties, cities and towns listed in **Exhibit A** attached hereto (the "Members"). No new or separate legal or administrative entity is created by this Agreement.

2. RECITALS

The purpose of this Agreement is to define the goals of the organization commonly known as the Interagency Narcotics Enforcement Team (INET), to wit:

- a. To detect and apprehend illegal drug manufacturers and traffickers;
- b. To gather and disseminate, to the fullest extent permitted by law, information related to illegal drug activity; and
- c. To enhance and maintain cooperative efforts among the county's criminal justice agencies in the areas of illegal drug control, gang activity, criminal enterprises and Drug Trafficking Organizations.

3. AGREEMENT

In consideration of the mutual promises contained herein, the parties to this Agreement agree as follows:

3.1 Parent Agency

The "parent agency" shall be the Grant County Sheriff's Office (GCSO). The GCSO shall have management responsibility for INET. **PROVIDED:** In the event the GCSO declines to serve as the parent agency and convey management responsibility to another participating agency, such agency shall become the designated parent agency.

3.2 INET Administrative Board

The INET unit created pursuant to this Agreement shall have oversight from an INET Administrative Board. The INET Administrative Board shall be composed of:

- a. The Grant County Sheriff and/or his designee, who shall be its chair, and
- b. The chief law enforcement officer and/or his designee of each member providing manpower on a permanent basis to the INET.

The INET Administrative Board shall meet no less than once each calendar quarter. Additional meetings may be called by the chair or upon the request from any member to the chair. In matters submitted to the INET Administrative Board for a vote, each member will have one vote, as per WA RCW 39.34.030 (Joint Powers). Therefore, a quorum for the INET Administrative Board shall consist of any three (3) voting members.

3.3 *INET Management*

The parent agency will be responsible for providing management and supervision of the INET personnel and operations. Such supervision will consist of at least an INET Project Commander (Chief Deputy) and an INET Unit Supervisor of the rank of Sergeant or higher, with both selected by the parent agency from the GCSO staff. Under the direction of the parent agency,

The Project Commander will:

- a. Be accountable for the planning and management of operational activities; and
- b. Be responsible for budget or grant preparation, request control and reporting.

The Unit Supervisor will

- a. Direct the day to day activities of INET including, but not limited to:
 - (i) Assignment of investigations and other tasks to unit personnel;
 - (ii) Scheduling of personnel for INET activities;
 - (iii) Review and approval of investigative reports;
 - (iv) Supervision of personnel; and
 - (v). Coordinate the INET liaison with other law enforcement agencies.
- b. Be the principal liaison between the task force and the assigned Prosecutor(s) in the Prosecuting Attorney's Office concerning screening and presentation of cases.

3.4 *INET Personnel*

Personnel must be certified police officers and assigned by their respective agencies to INET. Support personnel and civilians shall meet the hiring standards of the Grant County Civil Service Commission.

3.5 *INET Evidence Handling*

Evidence seized by INET within Grant and Adams Counties will be the responsibility of the GCSO. Evidence handling, storage and disposal will be as followed:

- a. All evidence will be maintained by the Grant County Sheriff's Office.


- b. Evidence seized by INET personnel shall be maintained by the seizing detective or INET supervisor. Such evidence shall be packaged, marked and delivered to the Grant County Sheriff's Evidence Room, or temporary evidence locker at the INET Office, by the end of shift. If the temporary evidence storage locker at the INET Office is utilized, the evidence shall be entered into the Grant County Sheriff's Office Evidence Room the following business day.
- c. Seizures of narcotics in excess of one half kilogram will be handled by two detectives and will be delivered to the Grant County Sheriff's Evidence Room as soon as possible after the seizure and prior to the end of shift.
- d. All evidence shall be packaged, sealed and marked with the case number, date of seizure, weight of product, and initialed by the seizing detective prior to entering the evidence into the Evidence Room.
- e. Evidence seized as a result of a methamphetamine lab shall be handled according to Department of Ecology requirements.
- f. Any money found and/or seized shall immediately be called to the attention of the Unit Supervisor. The monies shall be counted by the seizing Detective and verified by the Unit Supervisor. Money seized shall be packaged as evidence, with the amount listed on the outside of the package and appropriate Grant County Sheriff's Office money accounting form completed.
- g. All vehicles seized will be inventoried for personal property. The contents of the vehicle will be inventoried at the time of seizure or if a search warrant is to be served after the search is completed.

3.6 *INET Property Forfeiture*

- a. When property, both real and personal, is seized for forfeiture in a case that arose from a joint investigation or arrest by INET, the Unit Supervisor will be responsible for the transfer of such property, document preparation, and records keeping functions associated with such forfeiture.
- b. Whenever property, both real and personal, is seized or forfeited, it shall be disposed of in accordance with the provisions of RCW 69.50.505 and Byrne Grant requirements. The GCSO shall ensure the equitable transfer of any seized and forfeited property to all participating agencies. The GCSO shall remit to the State of Washington the required ten percent (10%) assessment of all seizures (January of each year). The remaining ninety percent (90%) shall then be available for the following distribution:
 - i. 75% required by Byrne Grant to support the task force; and

- ii. As agreed upon by participating agencies, remaining monies shall be deposited to the INET 109 Drug Fund Account and/or disposed of in accordance with Federal or State law.
- c. Any disagreement pertaining to a decision of the Grant County Sheriff's Office pursuant to these provisions for transfer of seized or forfeited property shall be settled by arbitration, pursuant to the provisions of chapter 7.04 RCW.
- d. The audit of forfeiture records will be performed in accordance with the policy and procedure set forth by the GCSO, at the discretion or request of any involved agency,

3.7 *Participation in INET*

- a. INET participants will furnish the following resources:
 - i. The GCSO shall provide overall supervision to include a Division Commander (Special Operations), full-time Sergeant, full-time detective and support services. Grant County provides matching funds for support and services.
 - ii. Quincy Police Department shall provide a full-time detective.
 - iii. Washington State Patrol shall provide a full-time detective.
 - iv. ~~Ephrata Police Department shall provide a full-time detective.~~ 
- b. Police officers of member entities assigned to INET will report their general activity to their respective departments as that member department may require, INET has a policy and procedure manual for working narcotics which all team members are issued and sign for. Each member is bound by their individual department policies and procedures in other areas.
- c. The INET Unit Supervisor will not allow overtime wage obligations to be generated by officers assigned to INET without the prior approval of the head of that officer's department or other supervisor designated by the head of that department as having authority to authorize overtime.
- d. All personnel assigned to INET functions shall be under the management and supervision of the of the parent agency until withdrawn by the providing agency. Personnel performing work under this Agreement shall remain under the command and control of their providing agency, and shall perform duties required under this Agreement in the manner consistent with the providing agency's policy and regulations. The details of all INET procedures and operations shall be under the direction of the parent agency.
- e. All members shall maintain liability insurance, including false arrest coverage, covering tortuous conduct by its police officers assigned to INET with minimum limits of \$1,000,000.00. Any other member may demand proof of such insurance from any or all other members

prior to participation in the INET.

3.8 Withdrawal from INET

It is agreed, acknowledged and understood that any party hereto may withdraw from this Agreement at any time by giving 30 days' notice, in writing, of intentions to do so to the Advisory Board Chairman. In the event of such withdrawal, the Agreement shall remain in full force and effect as to all remaining parties.

3.9 Attachments

Signatures of authorized officials of participating agencies, as well as identification of agencies, who agree to participate in the activities of the Task Force are listed in **Exhibit A** (attached hereto and incorporated herein).

The participating agencies listed in Exhibit A also agree to participate in the activities of the Task Force according to **Exhibit B, INET Work Plan** (attached hereto and incorporated herein) and the grant application by providing signatures of authorized officials in **Appendix I** (attached hereto and incorporated herein)..

Each participating detective, by and through the signature of each participating agency, acknowledges receipt of the same, and further acknowledges that he/she has read, understands, and agrees to abide by the policies and procedures in the INET Work Plan .

No amendment hereto shall be binding unless the terms thereof are in writing signed by all participating agencies. No verbal or other agreements modify or affect this Agreement.

3.11 Effective Date and Duration

The effective date of this Agreement shall be January 1, 2020, and shall expire on December 31, 2021.

3.12 Applicable Law/Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue shall be in Grant County, Washington.

3.13 Severability

If any term, provision, covenant or condition of this Agreement shall be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby. To this end, the provisions of this Agreement are declared to be severable.

4. EXECUTION


This Agreement may be executed in counterpart originals. A copy of each such executed counterpart original shall be delivered to each party upon that party's execution of a counterpart original.

EXHIBIT A

Signatures of authorized officials of participating agencies. The undersigned agree to participate in the activities of the INET Task Force described in this Agreement.

 10-19-20

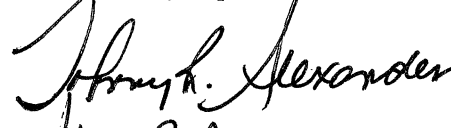

Tom Jones, Sheriff Date
Grant County Sheriff's Office

 10/29/2020

Kieth Siebert, Chief Date
Quincy Policy Department

 11-16-20

Cindy Carter Commissioner Date


 10/8/2020

John R. Batiste, Chief Date
Washington State Patrol
WSP Contract No. K16232

