

**INTERLOCAL AGREEMENT  
FOR LAW ENFORCEMENT AGAINST DRUGS (LEAD)  
NARCOTICS AND GANG TASK FORCE**

**To include**

**THE YAKIMA COUNTY SHERIFF'S OFFICE  
THE WASHINGTON STATE PATROL,  
YAKIMA COUNTY PROSECUTOR'S  
OFFICE,**

**THE GRANDVIEW POLICE DEPARTMENT,  
SUNNYSIDE POLICE DEPARTMENT,**

**And**

**THE WASHINGTON STATE DEPARTMENT OF CORRECTIONS**

**THIS INTERLOCAL AGREEMENT** is entered into under the Mutual Aid Peace Officer Powers Act (Chapter 10.93 RCW) and the Interlocal Cooperation Act (Chapter 39.34 RCW) between the undersigned parties by which Yakima County Sherriff's Office (YCSO) Washington State Patrol (WSP), Grandview Police Department (GVPD) Sunnyside Police Department (SPD), and Washington State Department of Corrections (WSDOC).

WHEREAS, law enforcement agencies have the responsibility of protecting lives and property and keeping the peace; and,

WHEREAS, fugitive and career criminals pose a threat to the safety of life and property in Yakima County;

WHEREAS, there has been an existing inter-local agreement that has created the Yakima County LEAD Taskforce for law enforcement against illegal narcotics and trafficking of illegal drugs in Yakima County,

WHEREAS, the participating jurisdictions of the LEAD taskforce have established working partnerships with the Washington State Department of Corrections, and the Washington State Patrol,

WHEREAS, it is necessary and desirable that a cooperative agreement be executed for the purpose of forming law enforcement teams to continue to provide a formal organization to centralize supervision and enhance the efforts of the law enforcement agencies to combat, dismantle and disrupt the use and distribution of illegal drugs, controlled substance trafficking and illegal gang activity throughout Yakima County;

NOW, THEREFORE, the parties agree as follows:

**1. PURPOSE AND FUNCTIONS**

The purpose of this Agreement is to assign, attach and house a DOC CRU (Community Response Units) Community Corrections Specialist to the LEAD TF (Law Enforcement Against Drugs/Gang Task Force), in order to maximize multi-agency cooperation, and provide substantial public safety benefits.

The primary function of LEAD TF is to: 1) identify and target criminal enterprise groups responsible for drug trafficking, violent gangs.

**2. JOINT ADMINISTRATION**

No new or separate legal or administrative entity is created by this agreement. Each agency will be responsible for their own financial accountability, hiring of staff, equipment, and/or grant or agency requirements.

It is agreed by all parties that they will support the goals, objectives, and tasks of the LEAD TF Project.

This Agreement will not supersede or relieve an agency from requirements of grant requirements and/or state, county, federal, municipal laws or policies and procedures of their respective agencies.

**3. PERSONNEL AND SUPERVISION**

DOC shall provide a CRU Community Corrections Specialist for the LEAD TF agreement. DOC shall provide the specialist with a computer and other DOC issued basic equipment (vest, firearms and printer). LEAD TF shall provide any needed specialty equipment and also pay any overtime costs concerning this position.

No other transfer of any personnel between the parties is provided by this Agreement.

Except as otherwise provided in this agreement, each agency is responsible for its own members' salary, compensation and benefits in accordance with each agency's policies. Personnel and agency specific matters are to be handled through the officer's respective department and locally assigned supervisor.

#### **4. PROPERTY and EQUIPMENT**

LEAD TF will provide a vehicle to the DOC specialist position. DOC will be responsible for fuel, repair and routine maintenance. No other transfer of property between the parties or to any third party is provided for by this Agreement. Each agency will furnish required vehicles and radio equipment capable of transmitting and receiving messages on their local/and or State Police Radio Network. Each agency will be responsible for the expenses incurred in the use of its respective vehicles, radios, and all other equipment used as part of "LEAD". Each agency is responsible to provide the member with the appropriate uniform that identifies the officer as a member of law enforcement.

It is preferred that all members have markings that say "POLICE" or "SHERIFF" or other acceptable and plainly visible means of identification on their raid vests for uniformity and safety.

Except as otherwise indicated, no party to this Agreement shall be obligated to reimburse any other party for damage to the vehicles, property or equipment resulting from normal wear and tear. PROVIDED, however, that each party shall be responsible for reimbursement of any vehicle, property or equipment substantially damaged or destroyed by a member's use of such vehicle, property or equipment owned and provided by another party.

Assignment of staff, equipment, funds, or other resources dedicated to this effort will remain with the participating agency. Staff, communication devices, office equipment and other resources shall be provided by LEAD.

#### **5. REPRESENTATION**

An Oversight Executive Board shall be established to insure fair representation and equitable distribution of funds, input, and accountability. As a participating agency, DOC will participate in LEAD TF Boards meetings. It is agreed that the committee will include one representative from each participating law enforcement agency.

The Executive Board will establish Standard Operating Policies and Procedures (SOP) for members to follow.

**6. ASSEST SHARING**

The Executive 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 cast for Task Force purposes. All cash proceeds from such sales of forfeited property shall be promptly deposited into Fund 649, as shall all cash seized and forfeited in a LEAD Task Force operation.

**7. TRAINING**

The DOC CRU Community Corrections Specialist will successfully complete a Criminal Justice Training Commission OTC Basic Law Enforcement Academy, Law Enforcement Reserve Academy, or Department approved Training consistent with the unique duties of the CRU position assigned to LEAD TF.

**8. FINANCIAL ADMINISTRATION**

Except as specifically set forth herein, there will be no other financial obligation imposed on the parties to this Agreement.

**9. RECORDS and REPORTS**

All LEAD TF warrants, investigative reports, and arrest reports will be maintained by the LEAD TF.

**10. INFORMANTS**

It is agreed that funds for informants relating to the execution of state and federal warrants will be supplied by the LEAD TF.

**11. USE of FIREARMS**

Team members will follow their department's policy and guidelines in the use of firearms. Each agency will provide the other agencies with a written copy of their firearms policy that states any limitations that the agency may set on its officers. These firearm policies shall be consistent with the work assigned to "LEAD" in regards to fugitive and career criminal apprehension. In the event of a shooting, the incident will be investigated by team investigators from Washington State Patrol and the appropriate agencies.

## **12. MEDIA**

Media relations will be handled at the local level by each department's public information person.

Each LEAD Tf Board member will receive prior written notice one day in advance of any planned media release along with copies of the media release. Impromptu media inquiries are to be shared as soon as possible and prior to a release being made.

## **13. LIABILITY and INDEMNIFICATION**

It is understood and agreed that each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents or employees to the fullest extent required by law, and agrees to save, indemnify, defend, or hold harmless from any such liability. In the case of negligence of more than one party to this Agreement, any damages allowed shall be levied in proportion to the percentage of negligence attributed to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributed to the other party.

Each party to this agreement also agrees to provide individual insurance coverage for vehicles owned and/or operated by the respective jurisdiction and used by their employees while participating in LEAD activities.

## **14. DISPUTE RESOLUTION**

Operational issues or disputes will be mutually addressed and resolved by the assigned liaisons, under guidance of the operational supervisor. If problems arise which cannot be resolved to the liaisons mutual satisfaction, they should be progressively raised to the next level of supervision within the respective agencies. It is agreed that the resolution of operational problems at the lowest possible level is in the best interest of the Task Force.

## **15. FUNCTIONS and RESOURCES**

LEAD members will:

- Continue to attack the demand and supply sides of narcotics trafficking.
- Continue enforcement efforts directed towards mid and upper level dealers.
- Continue to assist smaller agencies within Yakima County with narcotics enforcement within their towns and cities if an agreement is reached to do so.
- Continue to provide narcotics enforcement training to smaller jurisdictions throughout Yakima County.
- Continue to fight drug activity and gang activity.

## **16. ADDITIONAL PARTNERSHIPS**

The Washington State Department of Corrections, Yakima County Sheriff's Office, Washington State Patrol, Sunnyside Police Department, and Grandview Police Department have a number of specific partnerships that are dedicated to the needs within the community. This agreement allows these agencies to work together on an ongoing basis in regards to WSDOC's offender contacts, and the YCSO and investigations. Participants from each agency are still required to follow their own agency's policies and chain of command structures.

## **17. FUNDING**

This is not a federal task force, nor does it represent an obligation or commitment of funds, nor a basis for transfer of funds, but rather a basic commitment of the understanding between the parties hereto as to the task and methods of performing the tasks described herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this Interlocal Agreement. Expenditures by each party will be subject to its applicable laws, ordinances, regulations and policies.

## **18. COMMENCEMENT and DURATION**

This Agreement shall become effective on the date it is executed by at least two parties and shall continue through 3/31/2016. Any agency may terminate their participation in this Agreement by providing no less than thirty days (30) written notice to all parties signing this document, PROVIDED that any obligation or liability arising directly or indirectly for an occurrence prior to the date sought for such termination shall not be excused, and PROVIDED FURTHER that this Interlocal Agreement shall remain in full

force and effect as to the remaining participants so long as at least two parties remain active participants.

## **19. MODIFICATION**

This Agreement may be modified at any time by written consent of all involved signatory parties.

Modifications to the Agreement shall have no force and effect unless such modifications are reduced in writing and signed by an authorized representative of each signatory participating agency.

This Agreement shall constitute the entire understanding between the parties.

## **20. PARTICIPATING AGENCIES**

A list of the Law Enforcement agencies which will be participating in this Agreement is attached hereto as Attachment A. The list of authorized agencies may be modified from time to time to add or delete agencies. Each participating agency shall maintain a current list of authorized agencies on file, together with a copy of this Agreement.

## **21. CONSENT**

The undersigned hereby individually consent to the full exercise of peace officer powers within their respective jurisdictions by all properly certified officers engaged in the operation of this Interlocal Agreement. Each such consent shall be valid during the tenure of the respective undersigned individuals.

The consent is not intended to reallocate, under RCW 10.93.040, the responsibility of the participating agency for the acts or omissions of their officers.

## **22. SEVERABILITY**

If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict

shall be deemed inoperative and null and void insofar as it may conflict,  
and shall be deemed modified to conform to such statutory provision.

**APPROVED AS TO FORM:**

\_\_\_\_\_,  
Yakima County DPA

**IN WITNESS WHEREOF**, the Parties have executed this Interlocal Agreement.

**For the Yakima County Prosecutor's Office:**

*Joseph A. Brusic*                      06-24-2015  
Signature    Date

JOSEPH A. BRUSIC, YAKIMA Co. PROSECUTOR  
Name and Title

**For the Yakima County Sheriff's Office:**

*B. Winter*                                      6-24-15  
Signature    Date

BRIAN WINTER, YAKIMA Co. SHERIFF  
Name and Title

**For Washington State Patrol:**

\_\_\_\_\_  
Signature    Date

\_\_\_\_\_  
Name and Title

**For the Grandview Police Department:**

\_\_\_\_\_  
Signature    Date

\_\_\_\_\_  
Name and Title

**For the Sunnyside Police Department:**

  
\_\_\_\_\_  
Signature

6 24 15  
Date

DON DAY CITY MANAGER  
Name and Title

CITY CONTRACT NO: A 2015-52  
RESOLUTION NO: -  
COUNCIL MTG: -

**For the State of Washington Department  
Of Corrections:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Gary Banning, Contracts Administrator  
Name and Title