



OFFICE OF  
GARY SIMPSON

# KITSAP COUNTY SHERIFF

614 DIVISION ST. MS-37 • PORT ORCHARD, WASHINGTON 98366 • (360) 337-7101 • FAX (360) 337-4923

September 28, 2015

Chief Alan Townsend  
Poulsbo Police Department  
200 NE Moe Street  
Poulsbo, WA 98370  
September 28, 2015

Subject: Westsound Narcotics Task Force MOU

Dear Chief Townsend,

Enclosed is the updated Interlocal Drug Task Force Agreement. Thank you for your continued support. If you have any questions, please feel free to contact me at (360) 337-5610.

Sincerely,

Dave White,  
Chief of Detectives  
& Support Services

A handwritten signature in black ink, appearing to read 'Dave White'.

By: Lt. Earl W. Smith  
Kitsap County Sheriff's Office  
WestNET Task Force Coordinator



**Kitsap County Sheriff's Office**  
**614 Division Street**  
**Port Orchard, WA 98366**

**KITSAP COUNTY SHERRIF**      **201509280025**  
Agreement Rec Fee: \$ 91.00      Page: 1 of 20  
09/28/2015 08:54 AM  
Dolores Gilmore, Kitsap Co Auditor



## **INTERLOCAL DRUG TASK FORCE AGREEMENT**

This Interlocal Agreement is made and entered into pursuant to the provisions of Chapter 39.34 RCW, this 30th day of June, 2015, by and between the Counties of Kitsap, Pierce and Mason and the Cities of Bainbridge Island, Bremerton, Port Orchard, Poulsbo, Shelton, and the Washington State Patrol and Naval Criminal Investigative Service.

### **RECITALS:**

1. The high level of illegal sale and use of controlled substances in the Counties of Kitsap, Pierce and Mason and the Cities of Bainbridge Island, Bremerton, Port Orchard, Poulsbo and Shelton has had increasingly serious and adverse effects on the quality of life in these counties and cities.

2. These counties and cities have, in recent years, found it necessary to spend even greater resources in fighting the problems caused by the illegal sale and use of controlled substances.

3. The parties desire to enter into an agreement in order to centralize supervision and enhance the efforts of the law enforcement agencies to combat controlled substance trafficking.

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

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

## **SECTION 1. DEFINITIONS.**

For purposes of this agreement:

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

b. "Advisory Board" means the representative body for the Drug Task Force and shall consist of the Chiefs of Police of the Cities of Bainbridge Island, Bremerton, Port Orchard, Poulsbo and Shelton, the Sheriffs and Prosecutors of the Counties of Kitsap, Pierce and Mason, and the Chief of the Washington State Patrol and Supervisor in charge of the Naval Criminal Investigative Service.

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

d. "Drug Task Force" means the group of personnel assigned by the member agencies, pursuant to this agreement, to collaborate in drug enforcement activities.

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

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

g. "Task Force Operation" means any drug law enforcement activity in which an officer assigned to the Task Force takes an active part. Task Force operations may also

include controlled substance law enforcement activity in which the Task Force member's sole participation was to supply intelligence information to the arresting agency, or in which the Task Force provided follow-up support such as evidence processing, case preparation, warrant request, or follow-up investigation, if such intelligence or ancillary support is deemed substantial by the Advisory Board. In its reviewing capacity as described in Section 6.a, the Board shall determine whether such intelligence or ancillary support in any given case has been substantial so as to make the activity a Task Force operation.

h. "Task Force Coordinator" means a Kitsap County Sheriff's Office Lieutenant or above elected by the Board.

## **SECTION 2. PURPOSE.**

The purpose of this agreement is to provide for and regulate the joint efforts of the City, County, State and Federal law enforcement to combat violations of controlled substance laws within the contracting jurisdictions for their mutual advantage. In order to accomplish this purpose the task force and advisory board does and must operate confidentially and without public input. The parties do not intend to create through, this Agreement, a separate legal entity subject to suit.

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

a. The County of Kitsap, through its Sheriffs Office, the County of Pierce, through its Sheriffs Office, the County of Mason, through its Sheriffs Office, the City of Bainbridge Island, through its Police Department, the City of Bremerton, through its Police Department, the City of Port Orchard, through its Police Department, the City of Poulsbo, through its Police Department, the City of Shelton, through its Police Department and the Washington State Patrol and Naval Criminal Investigative Service

shall assign such full time investigators to work in the task force as the drug enforcement needs require and the respective departmental staff levels permit.

b. Each jurisdiction shall pay all costs associated with its officers and equipment when assigned to the Task Force. The Washington State Patrol will contribute a supervisor and pay all related costs associated with its officer and equipment.

c. Each contributing agency shall act as an independent contractor and not as employee of the Task Force or of another party to this agreement. As such, each party shall not have the authority to bind other parties nor control employees of other parties, contractors or other entities.

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

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

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

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

g. Reports of Task Force Operations shall be generated and maintained as a Kitsap County Sheriff's Office record.

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

This agreement shall take effect on July 1<sup>st</sup>, 2015 and terminate on June 30<sup>th</sup>, 2018 provided; however, this agreement may be renewed annually by mutual agreement of the parties.

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

a. The Kitsap County Sheriff shall administer the WestNET Fund in accordance with applicable laws, this Agreement and any other mutually agreed Operating Guidelines. The Task Force Operations Fund shall be administered by the Task Force Coordinator or designee in accordance with the State Auditor's accounting standards for imprest investigative funds and such other standards as the Advisory Board may prescribe.

b. The Advisory Board shall meet at least quarterly, provide guidance to the Task Force coordinator and supervisors, and supervise the use of the WestNET Fund and Operations Fund. Each member of the Advisory Board shall have an equal voice, as long as the agency has at least one full time investigator assigned to WestNET, in all Board matters.

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

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

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

a. The Advisory Board or designee shall determine whether property seized and forfeited in a Task Force operation is to be retained for use by the Task Force or sold to generate cash for Task Force purposes. All cash proceeds from such sales of forfeited

property shall be promptly deposited in the WestNET Fund, as shall all cash seized and forfeited in a Task Force operation.

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

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

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



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

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

b. The Task Force Coordinator or designee shall maintain a fund of ready cash so that day-to-day needs of the Task Force can be met. This shall be called the Task Force Operations Fund and shall be limited in amount to \$25,000.00, or such other limit as the Advisory Board shall permit. The Operations Fund may be kept and maintained at such location and in such manner as the Task Force Coordinator or designee shall determine, subject to the Washington State Auditor's standards on imprest investigation funds and such other requirements as the Advisory Board may establish.

c. In accordance with RCW 69.50.505, cash proceeds from the sale of drug forfeiture property seized by WestNET shall be delivered to the Kitsap County Treasurer and shall be deposited in the WestNET Fund. The State's share shall be remitted to the Washington State Treasurer, as required by the statute. A copy of the Kitsap County Treasurer's receipt and transmittal form for each such deposit, identifying the forfeiture case by name and/or number, shall be promptly provided to the Task Force Coordinator or designee.

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

e. Kitsap County, Pierce County, Mason County, the City of Bainbridge Island, the City of Poulsbo, the City of Port Orchard, the City of Bremerton, the City of Shelton, and the Washington State Patrol currently may assign a detective and/or supervisor to the task force. The Advisory Board agrees to reimburse Kitsap County, Pierce County, Mason County, the City of Bainbridge Island, the City of Poulsbo, the City of Port Orchard, the City of Bremerton, the City of Shelton and the Washington State Patrol for overtime wages up to \$10,000.00 dollars per year for each full-time detective(s) and/or supervisor.

Kitsap County, Pierce County, Mason County, the City of Bainbridge Island, the City of Poulsbo, the City of Port Orchard, the City of Bremerton, the City of Shelton and the Washington State Patrol agree that this interlocal agreement is subject to the terms and conditions of the agreement to reimburse wages/benefits and overtime wages up to a limit as determined by the Advisory Board; that this interlocal agreement is contingent upon continued operation of the task force; that any party may withdraw from the interlocal agreement upon thirty days written notice to each of the other parties; and that funding is subject to fund availability in the WestNET Fund.

f. The Naval Criminal Investigative Service Northwest Field Office as a Federal Law Enforcement Agency is prohibited from providing any form of funding to the WESTNET Fund or the Drug Task Force Operations Fund for the purpose of financially supporting the drug task force, nor can be obligated in the future for any claims against these two funds. In addition, the Naval Criminal Investigative Service and its employees will not receive any form of financial reimbursement from the two funds for any purpose. The disbursement of seized property or assets to the Naval Criminal Investigative Service

will only be considered after a legal review by the Inspector General, Naval Criminal Investigative Service Headquarters.

**SECTION 8. AMENDMENT.**

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

**SECTION 9. INTEGRATION.**

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

**SECTION 10. TERMINATION.**

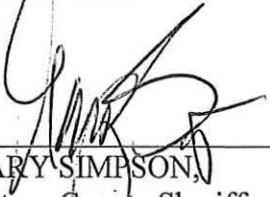
Any party may withdraw from this agreement upon thirty (30) days notices in writing, given to each of the other parties.

**SECTION 11. RECORDING WITH AUDITOR.**

This agreement shall be recorded with the Kitsap County Auditor upon written final approval of the parties.


COUNTY OF KITSAP

APPROVED:

  
\_\_\_\_\_  
GARY SIMPSON,  
Kitsap County Sheriff

Dated: 7-23-15

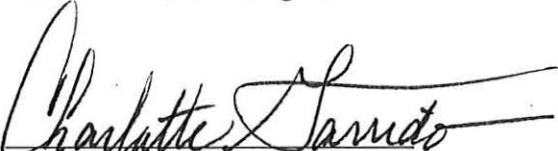
APPROVED AS TO FORM:

  
\_\_\_\_\_  
Deborah Boe  
Deputy Prosecuting Attorney


Dated: 7-16-15

APPROVED:

Kitsap County Board of Commissioners  
Port Orchard, Washington

  
\_\_\_\_\_  
CHARLOTTE GARRIDO, Commissioner

Dated: \_\_\_\_\_

  
\_\_\_\_\_  
ED WOLFE, Commissioner

Dated: \_\_\_\_\_

NOT PRESENT  
\_\_\_\_\_  
ROBERT GELDER, CHAIR  
Chairman of the Board

Dated: \_\_\_\_\_

ATTEST

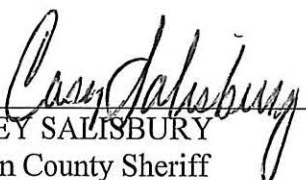
  
\_\_\_\_\_  
Clerk of the Board

Dated: \_\_\_\_\_




COUNTY OF MASON

APPROVED:

  
CASEY SALISBURY  
Mason County Sheriff

Dated: 3/20/15

APPROVED AS TO FORM:

  
MICHAEL DORSEY  
Mason County Prosecuting Attorney

Dated: 3/20/15

APPROVED:

Mason County Board of Commissioners  
Shelton, Washington

  
RANDY NEATHERLIN, COMMISSIONER

Dated: 4/7/2015

  
TIM SHELDON, COMMISSIONER

Dated: 4/7/2015

  
TERRI JEFFREYS, COMMISSIONER

Dated: 4/7/2015

ATTEST

  
Clerk of the Board

Dated: 4/7/2015

CITY OF PORT ORCHARD

APPROVED:


APPROVED:

G-17 C. Marti  
GEOFFREY MARTI, Chief of Police

Tim Matthes  
TIM MATTHES, Mayor

Dated: 3/11/2015

Dated: 3-25-15



APPROVED AS TO FORM:

ATTEST:

[Signature]  
, City Attorney

Brandy Rinearson  
BRANDY RINEARSON, City Clerk


Dated: 3/24/15

Dated: 3-25-15

CITY OF SHELTON

APPROVED:

APPROVED:


  
\_\_\_\_\_  
DARRIN MOODY,  
Chief of Police

  
\_\_\_\_\_  
GARY CRONCE, Mayor

Dated: 4/1/15

Dated: 3/30/15

ATTEST:

  
\_\_\_\_\_  
VICKI LOOK, City Clerk

Dated: 4/1/15

**CITY OF BREMERTON**

APPROVED:

APPROVED:

\_\_\_\_\_  
STEVEN STRACHAN, Chief of Police

\_\_\_\_\_  
PATTY LENT, Mayor

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
ROGER LUBOVICH, City Attorney

\_\_\_\_\_  
SHANNON L. CORIN, City Clerk

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_



WASHINGTON STATE PATROL

APPROVED:

*J. R. Batiste*  
JOHN R. BATISTE, Chief  
G. Curt Hattell, Deputy Chief

Dated: 7-23-15

WSP Contract No. K10954

APPROVED AS TO FORM:

*Shelley Williams*  
Assistant Attorney General

Dated: 7/13/15

BUDGET and FISCAL SERVICES

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**CITY OF BAINBRIDGE ISLAND**

APPROVED:

APPROVED:



MATTHEW HAMNER, Chief of Police



DOUGLAS SCHULZE, City Manager

Dated: 9-11-15

Dated: 9/8/15

COUNTY OF PIERCE

APPROVED:

APPROVED:



PAUL A. PASTOR  
Pierce County Sheriff

\_\_\_\_\_  
JOYCE McDONALD  
Council Chair

Dated: 3/12/16

Dated: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Clerk of the Council

  
Deputy Prosecuting Attorney


Date: \_\_\_\_\_

Dated: 3/9/15

CITY OF POULSBO

APPROVED:

APPROVED:

  
ALAN TOWNSEND, Chief of Police

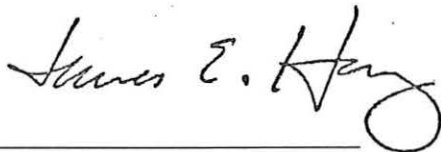
  
BECKY ERICKSON, Mayor

Dated: 6-8-15

Dated: 6/8/2015

APPROVED AS TO FORM:

ATTEST:

  
JIM HANEY, City Attorney  
OGDEN MURPHY WALLACE, P.L.L.C.

 Kati Dient (for)  
NICOLE STEPHENS, City Clerk

Dated: 6/8/2015

Dated: 06-08-2015



DEPARTMENT OF THE NAVY

NAVAL CRIMINAL INVESTIGATIVE SERVICE  
NORTHWEST FIELD OFFICE  
1003 SUNFISH DRIVE  
SILVERDALE, WA 98315

Ser NW/070-15


MEMORANDUM OF AGREEMENT/UNDERSTANDING – TERMINATION OF AGREEMENT  
BETWEEN  
NAVAL CRIMINAL INVESTIGATIVE SERVICE  
AND  
WESTSOUND NARCOTICS TASK FORCE

Subj: MEMORANDUM OF UNDERSTANDING - TERMINATION OF AGREEMENT  
FOR ORIGINALLY TITLED MOA/MOU

Ref: (a) Original MOU dated 22NOV05  
(b) Westsound Narcotics Task Force MOU renewal request dated 02MAR15

1. Purpose. To terminate the agreement of reference (a) as required.
2. Background. The Kitsap County Sheriff Department and multi-agency governing board of the interlocal drug task force (WESTNET) entered into reference (a) with NCIS on 22 November 2005.
3. Review. Reference (a) has been reviewed in its entirety. Due to an indemnification clause which is a violation of the Anti-Deficiency Act, and the personal liability of federal agents enforcing state laws that do not have a Department of Navy nexus, it is no longer possible for us to participate.
4. Effective Date. This memorandum of agreement termination becomes effective the date signed by all parties listed in this agreement.

  
\_\_\_\_\_  
RONALD A. BELTZ      6-11-15  
Supervisory Special Agent      Date  
Naval Criminal Investigative Service

  
\_\_\_\_\_  
GARY SIMPSON      7-9-15  
Kitsap County Sheriff      Date