



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

September 7, 2010

Ordinance 16924

Proposed No. 2010-0464.1

Sponsors Dunn

1 AN ORDINANCE authorizing the county executive to
2 execute an amended interlocal cooperative agreement
3 between King County and the Eastside Narcotics Task
4 Force for a canine officer.

5 STATEMENT OF FACTS:

6 1. The Eastside Narcotics Task Force desires the use of a canine officer to
7 assist and locate illegal narcotics.

8 2. The county has the resources and expertise to provide a canine officer
9 to the Eastside Narcotics Task Force.

10 3. Participation in the agreement is to the benefit of the citizens of King
11 County.

12 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY

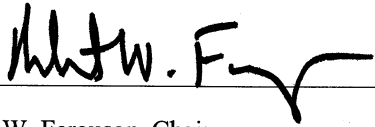
13 SECTION 1. The county executive is hereby authorized to execute, substantially
14

15 in the form of Attachment A to this ordinance, a Cooperative Agreement between King
16 County and the Eastside Narcotics Task Force for a canine officer.
17

Ordinance 16924 was introduced on 8/23/2010 and passed by the Metropolitan King
County Council on 9/7/2010, by the following vote:


Yes: 9 - Ms. Drago, Mr. Phillips, Mr. von Reichbauer, Mr. Gossett,
Ms. Hague, Ms. Patterson, Ms. Lambert, Mr. Ferguson and Mr. Dunn
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Robert W. Ferguson, Chair

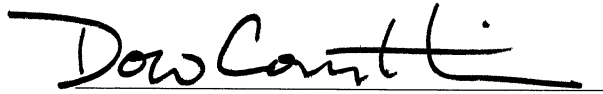
ATTEST:



Anne Noris, Clerk of the Council

RECEIVED
2010 SEP 14 PM 2:07
KING COUNTY COUNCIL CLERK

APPROVED this 14 day of SEPT., 2010.



Dow Constantine, County Executive

Attachments: A. Cooperation Agreement Between King County Sheriff's Office and Eastside Narcotics
Task Force

COOPERATIVE AGREEMENT
between
KING COUNTY SHERIFF'S OFFICE
and
EASTSIDE NARCOTICS TASK FORCE

This Cooperative Agreement ("Agreement") is hereby entered into by and between the King County Sheriff's Department ("KCSO") and the City of Bellevue as the Administering Agency for the Eastside Narcotics Task Force ("ENTF") pursuant to the provisions of the 2010 Eastside Narcotics Task Force Amended and Reinstated Interlocal Cooperative Agreement (2010 ENTf Interlocal)..

I. BACKGROUND

Since 1981, a group of agencies has been members of the Eastside Narcotics Task Force established through an interlocal agreement pursuant to RCW 39.34. The interlocal agreement has been amended several times with the May 2010 ENTf Interlocal being the most recent.

Paragraph VII.B.2.vi of the 2010 Interlocal Agreement provides that the ENTf Board may utilize funds from the Special Task Force Account to pay the expenses to maintain an ENTf canine drug team. The ENTf Board has unanimously approved the expenditure of funds for this purpose.

II. PURPOSE

The purpose of this agreement is to document a cooperative effort between the KCSO and ENTf, and provide for reimbursement to KCSO for the costs of its canine officer participating in ENTf work.

III. DUTIES

A. King County Canine Officer:

The King County canine officer will use specialized skills to support the goals and objectives of ENTf, which are enumerated in the 2010 ENTf Interlocal.

In support of those objectives, the canine officer's specific duties are:

- Work as a Drug Dog Detection Team Canine Handler with the ENTf drug dog;
- Search and locate illegal narcotics;
- Assist on ENTf operational missions and investigations;
- Answer call-outs when requested by ENTf partner agencies for drug dog assistance;
- Work in uniform as directed by ENTf supervisor;
- Maintain proper canine handler training and certification;
- Track training and application hours;
- Provide training and education as needed;
- Interdiction applications;
- Maintain and care for the drug dog; and
- Other duties as directed by an ENTf supervisor.
- Operate ENTf vehicle in a safe and responsible manner including but not limited to promptly reporting to King County any needed maintenance and repairs.

B. King County:

In conformance with Section XI of the 2010 ENTf Interlocal:

- King County will, at its expense, maintain and repair any ENTf vehicle so that it is a safe and reliable vehicle. This obligation extends to any repair or maintenance required irrespective of the source or cause of the damage, wear and tear.

- King County shall keep all maintenance and repair records associated with the ENTF vehicle and make copies of them available to ENTF upon request. King County shall provide copies of said records to ENTF when it permanently relinquishes possession of the vehicle to ENTF

IV. PERSONNEL

Pursuant to Section IX of the 2010 ENTF Interlocal, KCSO's canine officer assigned to the ENTF will be considered an employee of KCSO.

V. DURATION

The term of this agreement shall be one year beginning upon the last date signed below. This agreement shall automatically extend for consecutive one-year periods until termination as provided herein. ENTF requests that KCSO will continue to support this canine officer for a minimum of four years or the life of the canine; however, no agency will be obligated to fill this position for any predetermined period.

VI. TERMINATION

KCSO or ENTF may terminate this Agreement at any time upon 90 days prior written notice to the other party.

VII. AMENDMENTS

This agreement may be amended by written and signed agreement of authorized personnel of both participating agencies.

VIII. RECORDS

KCSO shall maintain records relating to work performed by the canine officer assigned to ENTF.

IX. COSTS

A. ENTF Costs:

1. ENTF will use state asset forfeiture funds to reimburse the County for the full and actual cost of the officer's salary, duty pays, overtime, and all related benefits.
2. ENTF may provide a vehicle (van) for use by the KCSO canine deputy.
3. ENTF will reimburse King County for all reasonable costs associated with maintaining and caring for the dog.

B. King County Costs:

1. Vehicle maintenance, repair, and gasoline costs and any other costs associated with the vehicle.
2. Any other costs associated with this Agreement that are not expressly an ENTF cost outlined in the 2010 ENTF Interlocal.
3. KCSO costs, including vehicle regular maintenance, repair, and gasoline costs, as well as investigative funds, will be covered by KCSO asset forfeiture funds. The combination of the two funding sources will pay for all the direct costs associated with the position.

X. BILLING

KCSO will bill ENTF quarterly for the above costs no later than 45 days after the end of each calendar quarter. Invoices should itemize the salary and benefits for which amounts are due for the preceding quarter. Additional backup materials should include any documents that verify salary and benefits paid to the deputy. Invoices should be sent to the ENTF administrative contact, Carl Krikorian, at the address below.

XI. LEGAL RELATIONS

Paragraph XVIII (Hold Harmless) of the 2010 ENTF Interlocal shall control the parties' obligations and responsibilities relating to liability, indemnity, and settlement of claims and lawsuits. In consideration of the uniqueness of the services provided by a canine team through this Agreement, King County shall also provide defense to the ENTF, its members, officers, employees and agents relating to KCSO's canine activities

XII AGREEMENT MANAGEMENT

The following designated parties are responsible for this cooperative agreement and the work performed herein:

ENTF Operational Contact

Captain Steve Lynch, ENTF Commander
Bellevue Police Department
450 110th Ave. NE.
Bellevue, WA. 98004
Phone: (425) 452-7229
E-Mail: slynch@bellevuewa.gov

KCSO Operational Contact

Sheriff Susan L. Rahr
King County Sheriff's Office
516 3rd Ave.
Seattle, WA 98104
Phone: (206) 296-4155
E-Mail: susan.rahr@kingcounty.gov

ENTF Administrative Contact

Carl Krikorian, Finance Manager
Bellevue Police Department
450 110th Ave. NE.
Bellevue, WA. 98004
Phone: (425) 452-6961
E-Mail: ckrikorian@bellevuewa.gov

KCSO Administrative Contact

Captain Mike Pendrak, Contract Services Unit
King County Sheriff's Office
516 3rd Ave.
Seattle, WA 98104
Phone: (206) 296-4183
E-Mail: Michael.Pendrak@kingcounty.gov

SIGNED

Dow Constantine, King County Executive

Date

Sue Rahr, King County Sheriff

Date

ENTF, by City of Bellevue as Administering Agency, Pursuant
To RCW 39.34

By: Steve Lynch, (ENTF Commander)

Date