

RESOLUTION 2016 - 31



ORIGINAL

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SUNNYSIDE, WASHINGTON APPROVING
INTERLOCAL AGREEMENT WITH
YAKIMA COUNTY LAW ENFORCEMENT AGAINST DRUGS
(L.E.A.D.)**

WHEREAS, in January 1991, the City of Sunnyside entered into an interlocal agreement with the Narcotics Control Program, Multijurisdictional Task Force; and

WHEREAS, various government entities involved in the current Yakima County L.E.A.D. Taskforce do desire to create a new operating agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, which shall replace and supersede all aspects of the current operating agreement in place; and

WHEREAS, Chapter 39.34 RCW provides that local jurisdictions may enter into cooperative agreements for their mutual advantage; and

WHEREAS, the City Council finds and determines that approval of said agreement is in the best interest of residents of the City of Sunnyside and will promote the general health, safety and welfare.

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF
THE CITY OF SUNNYSIDE, WASHINGTON, as follows:**

SECTION 1. That the Interlocal Agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, is hereby approved.

SECTION 2. The City Manager is hereby authorized to execute and administer such agreement for and on behalf of the City of Sunnyside.

SECTION 3. This Resolution shall be effective upon passage, approval and signatures hereon in accordance with law.

PASSED this 12th day of December, 2016.



JAMES A. RESTUCCI, MAYOR

ATTEST:



DEBORAH A. ESTRADA, CITY CLERK

APPROVED AS TO FORM:



KERR LAW GROUP, LLP
Attorneys for the City of Sunnyside

INTERLOCAL AGREEMENT

For the Establishment of the

YAKIMA COUNTY

LAW ENFORCEMENT AGAINST DRUGS

(L.E.A.D.)

NARCOTICS & GANG TASK FORCE

INTERLOCAL AGREEMENT

YAKIMA COUNTY LAW ENFORCEMENT AGAINST DRUGS (L.E.A.D.)

NARCOTICS CONTROL PROGRAM MULTI JURISDICTIONAL TASK FORCE

INTERLOCAL AGREEMENT

WHEREAS, there is an existing inter-local agreement that has created the Yakima County L.E.A.D. Taskforce for law enforcement operations against illegal narcotics and trafficking of illegal drugs in Yakima County, the City of Sunnyside, the City of Grandview, and the City of Union Gap.

WHEREAS, the various governmental entities involved in the current Yakima County L.E.A.D. Taskforce do desire to create a new operating agreement which shall replace and supersede all aspects of any and all, past and/or current operating agreement(s) in place, and,

WHEREAS, the high level of illegal sale and use of controlled substances in the County of Yakima and the Cities of Grandview, Sunnyside and Union Gap have had increasingly serious and adverse effects on the quality of life in the County and Cities and,

WHEREAS, the County 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, and illegal activity caused through gang activities and,

WHEREAS, there is a clear and sufficient nexus between gang activity and the illegal sale and use of controlled substances, and,

WHEREAS, the continued operation of L.E.A.D. will provide improved law enforcement efficiency, will provide a formal organization in order to centralize supervision and enhance the efforts of the law enforcement agencies to combat controlled substance trafficking and illegal gang activity and,

WHEREAS, the continued operation of L.E.A.D. will reduce illegal drug trafficking and consumption in the State of Washington and within the boundaries of the consolidated service area of the participating jurisdictions, together with such other jurisdictions; and

WHEREAS, the continued operation and maintenance of L.E.A.D. will provide substantial public safety benefits to the citizens of the participating governmental jurisdictions and the public in general; and,

WHEREAS, Chapter 39.34 RCW provides that local jurisdictions may enter into cooperative agreements for their mutual advantage, and,

WHEREAS, the participating jurisdictions desire to expressly provide the powers held by L.E.A.D. under RCW 10.93:

WHEREAS, the L.E.A.D. Task Force has established working partnerships with the United States Drug Enforcement Agency (D.E.A.), the Bureau of Alcohol, Tobacco, Firearms and Explosives, the Washington State Department of Commerce and the Washington State Patrol;

NOW THEREFORE, the parties hereto, through their respective legislative bodies, do hereby agree as follows:

ARTICLE 1 AMENDMENT TO CURRENT INTERLOCAL AGREEMENT

- 1.1 The undersigned parties hereby agree that this agreement shall have the legal force and effect of replacing in its entirety the current ILA operating agreement which established the Yakima County Law Enforcement Against Drugs (L.E.A.D.) Task Force. The parties agree that the following contract terms shall control that the current agreement and any modifications to it shall be replaced entirety by the following contents of this document.

ARTICLE 2: DEFINITIONS:

- 2.1. **DEFINITIONS:** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
- 2.1.1. “Agency” and “agencies” means the members of the L.E.A.D. Task Force, those being the Yakima County Sheriff’s Office, Yakima County Prosecuting Attorney’s Office, the Grandview Police Department, the Sunnyside Police Department, the Union Gap Police Department, the Washington State Patrol, the Washington State Department of Corrections and the Washington State Gambling Commission.
- 2.1.2. “Executive Board” means the policy making body for the L.E.A.D. Task Force and shall consist of the Chiefs of Police of the Cities of Grandview, Sunnyside, Union Gap, the representative from the Washington State Patrol, the Sheriff and Prosecutor of Yakima County, or their respective designees, and the

representatives of the Washington State Department of Corrections and Washington State Gambling Commission.

- 2.13. "Jurisdictions" means the Cities of Grandview, Sunnyside, Union Gap, County of Yakima and State of Washington.
- 2.14. "Drug Task Force" means a drug enforcement agency created by this agreement as that term is used in RCW 69.50.505.
- 2.15. "Fund 649" shall mean a fund created and held by the Yakima County Treasurer's Office on behalf of L.E.A.D. which is administered by the Yakima County Sheriff's Office for the purpose of receipt and disbursement of funds received from the Department of Justice Equitable Sharing Asset Forfeiture Program.
- 2.16. "Fund 650" shall mean a fund created and held by the Yakima County Treasurer's Office on behalf of L.E.A.D. which is administered by the Yakima County Sheriff's Office for the purpose of receipt and disbursement of H.I.D.T.A. funds and receipt and disbursement of drug forfeiture funds and court ordered contributions.
- 2.17. "L.E.A.D." shall mean the Yakima County Law Enforcement Against Drugs Narcotics and Gang Task Force, comprised of all of the undersigned members.
- 2.18. "Task Force Operation" or "L.E.A.D. 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 Executive Board. In its reviewing capacity, the Executive 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.
- 2.19. "Criminal Street Gang" means any ongoing organization, association, or group of three or more persons, whether formal or informal, having a common name or common identifying sign or symbol, having as one of its primary activities the commission of criminal acts, and whose members or associates individually or collectively engage in or have engaged in a pattern of criminal street gang activity. This definition does not apply to employees engaged in concerted

activities for their mutual aid and protection, or to the activities of labor and bona fide nonprofit organizations or their members or agents.

- 2.20. “Criminal street gang associate or member” means any person who actively participates in any criminal street gang and who intentionally promotes, furthers, or assists in any criminal act by the criminal street gang.
- 2.21. “Criminal street gang-related offense” means any felony or misdemeanor offense, whether in this state or elsewhere, that is committed for the benefit of, at the direction of, or in association with any criminal street gang, or is committed with the intent to promote, further, or assist in any criminal street gang, or is committed with the intent to promote, further, or assist in any criminal conduct by the gang, or is committed for one or more of the following reasons:
- (A) To gain admission, prestige, or promotion within the gang;
 - (B) To increase or maintain the gang’s size, membership, prestige, dominance, or control in any geographical area.
 - (C) To exact revenge or retribution for the gang or any member of the gang.
 - (D) To obstruct justice, or intimidate or eliminate any witness against the gang or any member of the gang.
 - (E) To directly or indirectly cause any benefit, aggrandizement, gain, profit, or other advantage for the gang, its reputation, influence, or membership; or
 - (F) To provide the gang with any advantage in, or any control or dominance over any criminal market sector, including, but not limited to, manufacturing, delivering, or selling any controlled substance (chapter 69.50 RCW); arson (chapter 9A.48 RCW); trafficking in stolen property (chapter 9A.82 RCW); promoting prostitution (chapter 9A.88 RCW); human trafficking (RCW 9A.40.100); or promoting pornography (chapter 9.68 RCW).

ARTICLE 3: TASK FORCE PURPOSE & OPERATION:

- 3.1. The purpose of this Agreement is to establish and maintain the existence of the Yakima County Law Enforcement Against Drugs (L.E.A.D.) Task Force, hereinafter referred to as L.E.A.D. L.E.A.D. is intended to be operated as a separate legal entity and shall operate independently of the governmental agencies which comprise the Taskforce. L.E.A.D. shall provide undercover law enforcement investigative services for its’ members, thereby benefiting them in

terms of efficiency, economy, improved tools, improved coordination of data and/or improving the members' ability to better protect and serve the citizens of Yakima County and the incorporated areas of the City of Grandview, Sunnyside and Union Gap, to combat violation of controlled substance laws within the member jurisdictions for their mutual advantage.

- 3.2. The undersigned participating jurisdictions that comprise L.E.A.D. shall authorize their respective representatives to execute any and all necessary documents to obtain grant funds available pursuant to the State and Local Law Enforcement Assistance Act for the purpose of establishing and maintaining the existence of a regional multijurisdictional narcotics task force.
- 3.3. Each participating jurisdiction adopts the following L.E.A.D. Task Force goals:
- 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.
- 3.4. The undersigned participating jurisdictions shall authorize personnel from their respective jurisdictions to participate in the activities of the task force as agreed upon by majority vote of the L.E.A.D. Executive Board, which each participating jurisdiction shall have one (1) representative thereof in.
- 3.5. The undersigned participating jurisdictions shall authorize either its authorized personnel from their respective law enforcement agencies of their respective jurisdictions, and the City of Sunnyside shall authorize its' City Manager to enter into any required operating agreements, or future leases of real property, such as those pursuant to RCW 10.93 to enable these agencies to participate in multijurisdictional Task Forces.

The City of Sunnyside understands that only authorized personnel from their respective law enforcement agencies may attend and participate in votes of the L.E.A.D. Executive Committee and be privy to confidential law enforcement

information. The City of Sunnyside agrees to authorize a representative to attend L.E.A.D. Executive Meetings on behalf of the City of Sunnyside.

- 3.6. The undersigned participating jurisdictions shall authorize either its authorized personnel from their respective law enforcement agencies of their respective jurisdictions, and the City of Sunnyside shall authorize its' City Manager to execute any needed contract, including real property rental agreements to facilitate the operations of the L.E.A.D. task force in its operations.
- 3.7. Each jurisdiction shall pay all costs associated with its officers and equipment when assigned to the L.E.A.D. Task Force. The Washington State Patrol will contribute a supervisor and pay all related costs associated with its officer and equipment.
- 3.8. Each Task Force party shall act as independent contractors and not as employees of the L.E.A.D. Task Force or another party to this agreement. As such, they have no authority to bind other parties, nor control employees of other parties, contractors or other entities.
- 3.9. 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 Task Force in any action arising from the negligence of the employees of that agency including all costs and defense including attorney's fees.
- 3.10. The parties agree that L.E.A.D. shall continue any other agreement that is currently in place with regards to funding of employees and/or positions with the various entities and/or independent contractors.
- 3.11. The Task Force shall continue to implement operations including:

- A. Development of intelligence.
- B. Target Identification
- C. Investigation
- D. Arrest of Suspects
- E. Successful Prosecution of Offenders, and
- F. Asset Forfeiture/Disposition

- 3.12. The L.E.A.D. Task Force may also assist in investigations, arrest and prosecution and forfeiture of Criminal Street Gang activity as defined above in the definition sections 2.19 to 2.21 including any connected crime as identified above in sections 2.19 to 2.21. The respective jurisdictions recognize that there is a substantial and increasing nexus between illegal narcotics and criminal street gang activity and that the eradication of both will best serve the quality of life and safety of the citizens of their respective jurisdictions.
- 3.13. The undersigned jurisdictions hereby individually consent to full exercise of peace officer powers within their respective jurisdictions by any and all property certified or exempted officers engaged in any operation of the Task Force. Consent shall be valid during the tenure of the responsive undersigned individual.
- 3.14. The L.E.A.D. Task Force is intended to be treated as a separate legal entity for purposes of financial audits, receipts of local, state and federal grant funding, and for litigation.

ARTICLE 4: DURATION:

- 4.1. This agreement shall commence on the day and year it is executed and shall continue until written termination of the parties.

ARTICLE 5: ADMINISTRATION:

- 5.1. The parties agree that the Yakima County Sheriff's Office, is the applicant jurisdiction. The Yakima County Sheriff's Office agrees to provide the necessary documentation to receive and expend grant funds. The Yakima County Sheriff shall administer fund 649 and fund 650 in accordance with applicable laws, this

Agreement and any other mutually agreed policies and procedures. Fund 649 and 650 shall be administered by the Task Force Commander in accordance with the State Auditor's accounting standards for investigative funds and such other standards as the Executive Board may prescribe.

- 5.2. The Executive Board shall meet at least quarterly, but preferably monthly if possible, provide policy and procedural guidance to the Task Force Commander, and supervise the use of Fund 649 and Fund 650. Each member of the Executive Board shall have an equal voice and vote in all L.E.A.D. matters.
- 5.3. The Executive Board shall appoint a L.E.A.D. Task Force Commander to supervise the daily operations of the Task Force according to this Agreement and Operating Rules of the Task Force.
- 5.4. The Executive Board shall have the authority to apply on behalf of L.E.A.D. Task Force for any and all grant funds as may be available from federal, state, or private sources, for the furtherance of L.E.A.D. Task Force objectives.
- 5.5. The Yakima County Sheriff's Office, and Yakima County Treasurer's Office shall maintain two separate funds on behalf of L.E.A.D, which shall be referred to as "Fund 649" and "Fund 650." The Yakima County Sheriff's Office shall provide a minimum of quarterly balance updates to the L.E.A.D. Executive Board, and shall provide current fund balances upon request from the various members of L.E.A.D.
- 5.6. The Yakima County Sheriff's Office shall be responsible for tracking of County assets that are used for L.E.A.D., and shall be responsible for record keeping aspects of L.E.A.D. and for the administrative functions of L.E.A.D. The Yakima County Sheriff's Office agrees to provide the Department of Commerce with the necessary documentation to receive grant funds.
- 5.7. The Executive Board shall be comprised of the Yakima County Prosecuting Attorney, the Yakima County Sheriff, the City of Grandview Chief of Police, the City of Sunnyside Chief of Police, the City of Union Gap Chief of Police, the Chief of the Washington State Patrol, the Washington State Department of Corrections Regional Administrator and the Director of the Washington State

Gambling Commission. The Task Force shall establish procedures for election of the chairperson position for the Executive Committee. The Task Force Executive Board may adopt bylaws providing for appointment of alternates to attend Executive Board meetings in the absence of members. At such meetings the alternate shall have the same rights as the appointing members. Any action taken by the Task Force Executive Board under this agreement shall be based on a majority vote.

- 5.8. All Task Force contracts and agreements executed on behalf of Participating Jurisdictions under this agreement must first be approved on motion of the Task Force Executive Board. By executing this agreement, each Participating Jurisdiction agrees that, for purposes of administering the assets and resources available to the Task Force, Yakima County is hereby granted the authority to execute on behalf of the Participating Jurisdictions all agreements and contracts signed as approved by the Task Force Executive Board, by and through its Chair, including but not limited to all contracts for professional services, and any real property lease necessary for the operation of the L.E.A.D. Task Force. Agreements and contracts that are executed in this manner shall have the same legal effect as if they were executed by each Participating Jurisdiction. No such agreement or contract may impose or waive liability with respect to a Participating Jurisdiction in a manner that is inconsistent with the indemnification provisions of Section 9 below.
- 5.9. Annual Budget: The L.E.A.D. Task Force Executive Board shall meet and establish the annual operating budget for the Taskforce. Based upon specific needs of the Taskforce after adoption of the annual budget, the yearly operating budget may be amended by a majority vote of the membership of the Executive Board.

ARTICLE 6: PROPERTY & EQUIPMENT:

- 6.1. 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 cash for Task Force purposes. All cash proceeds from such sales of forfeited property shall be promptly deposited into Fund 650, as shall all cash seized and forfeited in a L.E.A.D. Task Force operation.

- 6.2. 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 any equipment is otherwise acquired by the Task Force, the parties agree to use the equipment only for such law enforcement purposes as are established by the Executive Board.
- 6.3. 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 the Task Force's possession shall be returned to the respective contributing agencies. As discussed in Section 12 below, the withdrawal of one law enforcement entity under this agreement shall not trigger the provisions of Section 6, and the individual law enforcement entity shall not be entitled to any reimbursement for moneys collected and/or held in Fund 649 and/or 650, and for any equipment donated to L.E.A.D., and/or currently used in operations of L.E.A.D. the provisions of Section 12 shall control disposal of personal property of the withdrawing law enforcement agency.
- 6.4. Notwithstanding the termination of this Agreement and distribution of L.E.A.D. Task Force properties as herein described, such property and monies shall remain subject to the use restrictions of RCW 69.50.505(10) in the hands of each party until fully expended for the law enforcement purposes permitted in said RCW 69.50.505(10).

SECTION 7: HANDLING OF FUNDS:

- 7.1. Fund 649 and Fund 650 shall be held by the Yakima County Treasurer who will disburse the funds according to such standards and direction as the Executive Board shall provide. All interest earned on monies in the Funds shall be credited to the Fund and remain herein until disbursed according to this Agreement.
- 7.2. The L.E.A.D. Task Force Commander shall maintain a fund of ready cash so that day-to-day operational needs of the Task Force can be met. This shall be called the L.E.A.D. Task Force Operations Fund and shall be limited to an amount of fifty thousand (\$50,000.00) with an additional twenty five thousand (\$25,000.00) in reserves, or such other limit as the Executive Board shall permit. The Operations Fund may be kept and maintained at such location and in such manner as the Task Force Commander shall determine, subject to the Washington State

Auditor's standards on impress, investigation funds and such other requirements as the Executive Board may establish.

- 7.3. In accordance with RCW 69.50.505, cash proceeds from the sale of drug forfeiture property seized by L.E.A.D. shall be delivered to the Yakima County Treasurer together with transmittal instructions indicating the respective state and local shares thereof according to RCW 69.50.505(h). The local share shall then be deposited in the L.E.A.D. Fund of the Yakima County Treasurer and accounted for separately as the L.E.A.D. Fund. The State's share shall be remitted by the Treasurer to the State PSE account, as required by the statute, according to the figures supplied by the L.E.A.D. Task Force on the Treasurer's general transmittal form. A copy of the Yakima 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 Commander. For each forfeiture of \$5,000 or more in cash and/or proceeds, a record of all expenses of each participating agency shall be transmitted to the Executive Board and the Yakima County Prosecutor. Each expense record shall include all costs associated with the Task Force action giving rise to the case, including work by non-Task force personnel.
- 7.4. 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 Executive Board.

ARTICLE 8: NONDISCRIMINATION:

- 8.1. Each party and their respective representatives and employees agree that they shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW Chapter 49.60) or the Americans with Disabilities Act (42 USC 12101 et seq). In the event that any participating government violates this provision, L.E.A.D. may terminate this Agreement immediately and bar the respective participating government and/or employee from performing any services for L.E.A.D. in the future.

ARTICLE 9: INDEMNIFICATION:

- 9.1. Each participating governmental entity hereby agrees that it shall protect, defend, indemnify, and save harmless L.E.A.D., the City of Sunnyside, the City of Grandview, the City of Union Gap, the State of Washington, and Yakima County, their officers, employees, and agents from any and all third party costs, claims and resultant costs (judgments and/or awards of damages) for bodily injury to person and damage to physical property to the extent resulting directly and proximately from the negligent acts of the participating governmental entity, its officers, employees, and/or agent in performance of this Agreement.
- 9.2. Each party to this agreement agrees to defend, indemnify, and hold harmless every other party from claims, losses, damages, injuries, or suits arising out of the actions of its agents or employees.
- 9.3. Each party to this agreement agrees that it shall be solely responsible to provide defense for claims and litigation that arise out of claims made against L.E.A.D., and its employee while participating in L.E.A.D. to the extent that such party's employees are named in the claim and/or litigation.
- 9.4. In the event that L.E.A.D. as an entity is subject to litigation and ultimately found liable for damages, each party to this agreement agrees to be liable for up to their share of liability. If L.E.A.D. itself is found liable and currently there are eight (8) entities which comprise lead, the maximum recovery should be approximately twelve and a half (12.5) percent per entity. This figure is subject to change in the event that the current agencies withdraw from the agreement and/or if additional law enforcement agencies join the L.E.A.D. Task Force.
- 9.5. It is the intent of the undersigned participants that the L.E.A.D. Task Force be treated as a separate legal entity for purposes of tort liability, and auditing and accounting requirements. Actions taken to bind the L.E.A.D. Task Force are intended to be by majority vote of the L.E.A.D. Executive Board and not that of any participating City Council or Manager, and/or Yakima County Board of County Commissioners.

ARTICLE 10: EMPLOYEE & VEHICLE INSURANCE:

- 10.1. Each agency shall only be responsible for the actions of its own employees and shall insure its own employees for false arrest, assault, and battery, false imprisonment or detention, malicious prosecution, libel, and/or slander, wrongful entry or eviction of other invasion of rights of private occupancy and/or wrongful death, bodily injury, property damage, Section U.S.C. 1983 civil right litigation, and all claims for damages and civil claims against their respective employees.
- 10.2. 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 L.E.A.D. activities.

ARTICLE 11: SUPPLY REPLACEMENT:

- 11.1. The L.E.A.D. Commander through Fund 649 and Fund 650 will be responsible for supplying and/or replacing supplies needed and/or used by L.E.A.D. detectives. These supplies shall include food, vehicles, tear or CS gas, or any other supplies that are reasonably needed and approved by a quorum of the L.E.A.D. Executive Board to sustain the officers in their drug taskforce operations.
- 11.2. Each agency shall be responsible for any repairs, fuel, maintenance, and/or damages done to both their own assigned vehicles and L.E.A.D. pool vehicles being operated by L.E.A.D. detectives, as a result of participating in L.E.A.D, and agrees to hold the other participating jurisdictions harmless for such damage.

ARTICLE 12: MODIFICATION:

- 12.1. The parties may amend, modify, and/or supplement this Agreement only by written agreement of the parties.

ARTICLE 13: WITHDRAWAL FROM TASKFORCE:

- 13.1. Any signatory Agency may withdraw from this agreement when a period of 60 (sixty) days has elapsed after notification is made by registered letter to the other Signatory Agencies' normal business address. Withdrawal or non-execution of this agreement by any one agency shall not affect the continued efficacy of the agreement with regard to the other Signatory Agencies.
- 13.2. The parties expressly agree that upon their withdrawal, or expulsion, from L.E.A.D. that they are not entitled to, nor will they receive any refund or reimbursement of costs for any amounts the member jurisdiction may have paid into L.E.A.D. Fund 649 and/or Fund 650, including any reimbursement for grant money received during the fiscal year in question.
- 13.3. The parties further agree that any personal property and/or equipment that has been donated to L.E.A.D. for its operations by the respective agency shall be continued to be utilized to L.E.A.D. for its continued operations by the respective withdrawing entity, and that L.E.A.D. shall agree to return the equipment and/or personal property to the respective entity at the end of its useful economic life. The parties further agree that any vehicles and/or equipment whose source of funds have been given by the L.E.A.D. Task Force to its member shall remit to the L.E.A.D. task force the vehicle, equipment, or the proceeds from its disposal at the end of its useful economic life.

ARTICLE 14: DISPUTE RESOLUTION:

- 14.1. Any controversy or dispute between the parties regarding the application or interpretation of this agreement is subject to resolution by the following procedures:
- 14.2. Initial review by the Executive Board to facilitate prompt resolution through agreement.
- 14.3. If the initial review does not achieve resolution, the Executive Board membership shall conduct a vote to resolve the disagreement, and if a majority vote is obtained by a quorum of the Executive Board, such vote shall be binding on the parties.

ARTICLE 15: ENTIRE AGREEMENT:

- 15.1. This document, including any Addendums attached hereto, encompasses the entire Agreement of the members. No understanding or amendment, addendum, or addition to this agreement shall be effective unless made in writing and approved by a majority vote at a properly scheduled and noticed meeting of the Executive Board.

ARTICLE 16: SEVERABILITY:

- 16.1. The parties agree that if any term of this Agreement is held invalid by any court of competent jurisdiction, the remainder of the Agreement remains valid and in full force and effect.

ARTICLE 17: LAW, VENUE, JURISDICTION:

- 17.1. This Agreement shall be governed by the laws of the State of Washington. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought in the Superior Court for the State of Washington in Yakima County, Washington.

ARTICLE 18: EXECUTION OF MULTIPLE ORIGINAL COUNTERPARTS:

- 18.1. This agreement may be reproduced in any number of original counterparts. Each party need sign only one counterpart and when the signature pages are all assembled with one original counterpart, that compilation constitutes a fully executed and effective agreement among all the Participating Jurisdictions. In the event that fewer than all named parties execute this agreement, the agreement, once recorded as specified in Section 19 shall be effective as between the parties that have executed the agreement to the same extent as if no other parties had been named.

SECTION 19: RECORDING:

- 19.1. This Interlocal agreement will be recorded in compliance with RCW 39.34.040.

EXECUTED THIS 12 DAY OF December 2016

YAKIMA COUNTY L.E.A.D.

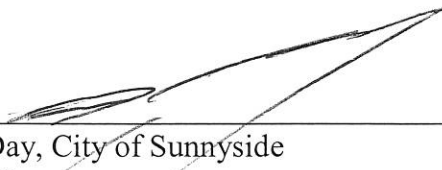
TASK FORCE EXECUTIVE BOARD

Brian Winter, Yakima County Sheriff

Joseph Brusic, Yakima County Prosecuting Attorney

Kal Fuller, Grandview Chief of Police

CITY CONTRACT NO: A-2016-94
RESOLUTION NO: 2016-31
COUNCIL MTG: 12-12-2016



Don Day, City of Sunnyside
City Manager

Greg Cobb, Chief of Police,
City of Union Gap

John Batiste, Chief of Washington State Patrol

Gary L. Banning, Program Administrator Contracts
Washington State Department of Corrections

David Trujillo, Director

Washington State Gambling Commission

Approved as to form:

Deputy Prosecuting Attorney