

**INTERLOCAL AGREEMENT REGARDING FINANCIAL  
DETECTIVE SERVICES BETWEEN THE CITY OF REDMOND  
POLICE AND THE CITY OF BELLEVUE, ACTING AS THE  
ADMINISTERING AGENCY OF THE EASTSIDE NARCOTICS TASK  
FORCE**

THIS INTERLOCAL AGREEMENT is made and entered into as of the date on page four, below, by the City of Redmond (“Redmond”) and the City of Bellevue (“Bellevue”), acting as the Administering Agency of the Eastside Narcotics Task Force (“the Task Force”), regarding provision of a Financial Investigation Detective (“the Detective”), pursuant to RCW 39.34.

WHEREAS, the Task Force was formed by interlocal agreement between King County, the Washington State Patrol, and the cities of Bellevue, Redmond, Kirkland, Mercer Island, and Issaquah; and

WHEREAS, the Task Force wishes to pay the Redmond for a 1.0 FTE detective to assist the Task Force with financial investigations;

WHEREAS, the Redmond wishes to provide the services of a 1.0 FTE detective to assist the Task Force with financial investigations; and

WHEREAS, Bellevue has been appointed to act as the Administering Agency of the Task Force and, as Administering Agency, has been authorized to contract on the Task Force’s behalf;

NOW, THEREFORE, in consideration of the promises contained herein, the parties agree to the following:

I. Services and Funding

Redmond shall assign a 1.0 FTE detective to assist the Task Force. The duties of this detective are described in Section II of this agreement.

The Task Force shall reimburse Redmond for the amount specified in **Attachment A** for the period January 1, 2015, through December 31, 2015, for the services provided by the Detective, prorated for the partial year of 2014.

II. Purpose and Responsibilities

The Detective is primarily responsible for identifying and investigating persons suspected of committing financial crimes in conjunction with drug-related offenses. The Detective will conduct complete investigations that will assist in criminal prosecutions and support civil asset forfeiture actions, with the goal of making drug-related crimes less profitable

by removing assets acquired in whole or in part from proceeds traceable to financial and drug-related crimes.

The Detective will take direct supervision from the Task Force supervisors.

Responsibilities include, but are not limited to:

- (1) Providing financial investigative support to other Task Force detectives;
- (2) Performing analyses of financial, employment, business, and other records, and to organize and present these items in a manner that the data can be used as probable cause or evidence in criminal or civil proceedings;
- (3) Providing expertise in determining the legitimacy of specific businesses as well as conducting an analysis to determine the degree to which criminal activity contributes to the overall worth of the business;
- (4) Working with detectives in developing the forfeiture-related aspects of their investigations and providing advice on those investigations, including suggesting strategies that will lead to the development of the probable cause necessary for successful asset forfeiture;
- (5) Working with the Task Force Deputy Prosecuting Attorney to draft legal paperwork in support of asset seizures;
- (6) Assisting Task Force detectives in all facets of their investigations, including surveillance, arrests, and search warrant services;
- (7) Remaining proactive in attempting to identify new cases that have connections to financial crimes and potential civil asset forfeitures.

### III. Duration, Amendment and Termination

This agreement shall commence on the date of last signing, and extend through December 31, 2015. It shall renew automatically each year, beginning January 1, so long as the Redmond provides the Task Force with an estimated total annual cost for the following year by December 1, and provided that the estimate of the total annual contract cost for the subsequent year does not exceed the current year's actual charges by more than five percent.

Either Redmond or Bellevue may terminate the agreement with a 30-day written termination notice to the other party, with the understanding that if this agreement is terminated, the members of the Task Force shall be responsible for reimbursing the Redmond for any salary and benefit costs incurred through the date of termination. All provisions of this agreement may be modified at any time with the written mutual consent of both parties. Modifications to this agreement shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each party.

### IV. General Provisions

The Detective shall be under the direct command and control of the Task Force. The selection and assignment of personnel to accomplish the purpose of this agreement shall be at the direction of the Task Force. It is understood, however, that the Detective

remains an employee of Redmond, which shall be responsible for their hiring, training, discipline, and dismissal. This agreement is terminated upon the decision of either party to cease the employment of the Detective in this capacity, consistent with the notification provisions in Section III of this agreement.

The Task Force shall provide the Detective with facilities for general operational purposes and allow use of special Task Force equipment required for the Detective to fulfill their duties under this agreement. Any other equipment or facilities required by the Detective shall be provided by Redmond. The parties do not intend to jointly acquire any equipment, facilities, or property under this agreement, and each party shall retain any equipment, facilities, or property paid for by that party in the event this agreement is terminated.

V. Indemnification and Hold Harmless

The parties agree that the indemnification provisions of the Amended and Restated Interlocal Cooperative Agreement between Bellevue, Kirkland, Mercer Island, Redmond, the King County Sheriff's Office, and the Washington State Patrol dated May 3, 2010 shall apply and govern the indemnity obligations of Redmond and other members of the Task Force under this agreement.

VI. Independent Contractor

A. Nature of Relationship.

The Detective shall be and act as an independent Contractor (and not as the employee, agent, or representative of the Task Force or any of its members other than Redmond) in the performance of the services for the Task Force. This Agreement shall not be interpreted or construed as creating or evidencing an association, joint venture, partnership or franchise relationship among the parties or as imposing any partnership, franchise, obligation, or liability on any party.

Redmond shall not be entitled to, and shall not attempt to, create or assume any obligation, express or implied, on behalf of the Task Force under this Agreement. Since the Detective will not be an employee of the Task Force, the Detective will not be entitled to any of the benefits that the Task Force may make available to its employees, such as but not limited to vacation leave, sick leave, or insurance programs, including group health insurance or retirement benefits; nor shall the Detective permit or cause any of Redmond's employees, agents or subcontractors to perform any services under this Agreement in such a way as to cause or enable them to become, or claim to have become, employees, common law or otherwise, of the Task Force or any of its members other than Redmond.

In addition, Redmond acknowledges that, as an independent Contractor, the Detective is not eligible to recover worker's compensation benefits from or through the Task Force or any of its members other than Redmond in the event of injury.

B. Redmond Responsible for Taxes and Records.

Redmond will be solely responsible for and will file, on a timely basis, all tax returns and payment required to be filed with or made to any federal, state or local tax authority with respect to Redmond's performance of the services and receipt of fees under this Agreement. Redmond will be solely responsible for and must maintain adequate records of expenses incurred in the course of performing the services under this Agreement. No part of Redmond's compensation will be subject to withholding by the Task Force or any of its members other than Redmond for the payment of any social security, federal, state or any other employee payroll taxes; nor shall the Task Force or any of its members of the other than Redmond be obligated to make any such withholdings and/or payments on behalf of any employee, subcontractors, supplier, or other person working for or engaged by Redmond to perform the services under this Agreement.

VI. Administration

This agreement shall be jointly administered by the Police Chief of the City of Redmond and the Commander of the Eastside Narcotics Task Force.

IN WITNESS THEREOF, the City of Redmond and the Eastside Narcotics Task Force, through their authorized agents, having read and understood the above and foregoing, hereby execute this agreement:

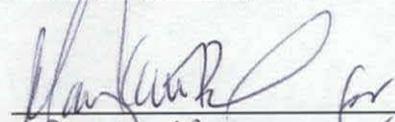
CITY OF REDMOND

  
\_\_\_\_\_  
Mayor John Marchione

City of Redmond

Dated: January 2, 2015

CITY OF BELLEVUE

  
\_\_\_\_\_  
Brad Miyake, City Manager

Administering Agency  
Eastside Narcotics Task Force

Dated: 1/20/2015