

**RESOLUTION NO. 41-2014**

**RENEW OPERATIONAL AGREEMENT BETWEEN  
NORTH CENTRAL WASHINGTON NARCOTICS TASK FORCE  
AND THE CITY OF OMAK FOR 2014-2015**

**THE CITY COUNCIL OF THE CITY OF OMAK**, Washington do hereby resolve that the 2010-2011 North Central Washington Narcotics Task Force Operational Agreement, approved April 18, 2011 by Resolution 19-2011, between the **CITY OF OMAK**, a municipal corporation, and **NORTH CENTRAL WASHINGTON NARCOTICS TASK FORCE** (NCWNTF) was renewed on May 7, 2012 with Resolution No. 17-2012 for 2012-2013, and renewed on June 3, 2013 with Resolution 32-2013 for 2013-2014, with no changes to the contract content. "Support for Continuation of NCWNTF" for the period of July 1, 2014, through June 30, 2015, with no changes to the cost or content of the contract, is attached as "Exhibit A", and the Mayor is hereby authorized and directed to execute the same for and on behalf of the CITY; and the City Clerk is authorized and directed to attest her signature.

**INTRODUCED AND PASSED** this 19<sup>th</sup> day of May 2014.

**SIGNED:**

Cindy Gagne  
Cindy Gagne, Mayor

**ATTEST:**

Kathy Lobdell  
Kathy Lobdell, City Clerk

**APPROVED AS TO FORM:**

Michael Howe  
Michael Howe, City Attorney

# EXHIBIT A

## NORTH CENTRAL WASHINGTON

### NARCOTICS TASK FORCE

### OPERATIONAL AGREEMENT

THIS OPERATIONAL AGREEMENT is entered into pursuant to RCW 10.93 and RCW 39.34 and describes the duties and responsibilities of each jurisdiction and the operation of the North Central Washington Narcotics Task Force (NCWNTF). The participating jurisdictions are listed in Attachment A. This Agreement shall supersede all previous Task force Agreements upon its execution.

#### I. PROJECT DESCRIPTION

- 1.1 The North Central Washington Narcotics Task Force shall operate within the participating jurisdictions. The Task Force shall continue to be composed of personnel assigned from federal law enforcement agencies, the Washington State Patrol, law enforcement agencies within the counties, tribal law enforcement and the prosecutors' offices.
- 1.2 Each agency will participate for a period effective July 1, 2014 through the end of June 30, 2015 to coincide with the Department of Commerce Grant period.

#### II. BOARD OF DIRECTORS AND STRUCTURE OR ORGANIZATION

- 2.1 Overall governance of the NCWNTF's operations, including the setting of investigative priorities and general operating procedures as outlined in the task force grant, will be vested in a Board of Directors consisting of the chief law enforcement officer or agent from each participating

jurisdiction including state and federal and the Okanogan and Ferry County Prosecutors. The participating jurisdictions recognize that two or more jurisdictions may employ the same chief law enforcement officer or agent. In such event, the chief law enforcement officer or agent shall be entitled to cast a vote for each represented jurisdiction.

- 2.2 Each jurisdiction represented on the Board or by members of the Board of Directors shall have an equal vote in the conduct of its business. A quorum at a scheduled board meeting shall constitute seven votes. Each Board member may designate a subordinate to attend any particular Board meeting, which designee shall have full voting authority. When the board votes on any matter, a majority of those voting at a duly called meeting at which a quorum is present shall be required to conduct business. The Board shall have the authority to act and amend the policies and procedures which govern the actions of the Task Force.
- 2.3 The Board of Directors may assign or delegate such duties as it chooses to an Executive Committee selected from its members. The Executive Committee shall consist of three members of the Board who shall be appointed by the Chairperson.
- 2.4 The Board of Directors shall elect a chairperson from among its members to serve for one year. The Board of Directors shall meet at least four times a year. The chairman shall have the authority to call a special meeting of the board upon at least seven days notice to each board member.

- 2.5 The Board of Directors shall designate a Task Force Commander and a Financial Coordinator for the North Central Washington Narcotics Task Force. All persons assigned to the NCWNTF shall work under the immediate supervision and direction of the Task Force Commander. In the event that the Task Force Commander or the Financial Coordinator is gone for an extended period of time, the Executive Board will meet to determine a temporary replacement of that position. All persons assigned to the NCWNTF shall adhere to the rules and regulations as set forth in the NCWNTF's Policy and Procedures Manual, as well as their individual departmental rules, policies and procedures.
- 2.6 Personnel assigned to or otherwise participating in activities of the NCWNTF shall be deemed to be continuing under the employment of the jurisdiction assigning said individuals, or otherwise permitting their participation, and said subject employer(s) jurisdiction(s) shall remain liable for all acts or neglect of their said employee(s) and each such employer jurisdiction further agrees to indemnify and hold harmless all of the other jurisdictions/parties to this agreement, including their officers, agents and employees from all damages of every kind and nature whatsoever that may be claimed or accrued by reason of the acts or neglect of their assigned and/or participating employee(s).
- 2.7 Employees hired directly by the NCWNTF shall be special employees of the Okanogan County Sheriff's Office and are exempt from Civil Service hiring. Guild membership is allowed to obtain the sheriff's office medical and dental benefits only – as approved by the Guild.



- 2.8 Any duly sworn peace officer, while assigned to duty with the NCWNTF as herein provided and working at the direction of the Executive Board, its chairperson, and the Task Force Commander, shall have the same powers, duties, privileges and immunities as are conferred upon him/her as a peace officer in the participating jurisdictions that employ him/her.
- 2.9 Participating agencies may withdraw from the NCWNTF by written statement of termination directed to the chairperson of the Board. Termination of an agency's participation will take place automatically thirty (30) days after receipt of such written notice or immediately upon written notification that said agency is unable to sustain the required funding.

### III. CONTEMPLATED NCWNTF TASKS

- 3.1 The general priority will be to continue investigations centering on narcotics trafficking, attempting to impact the highest-level dealers and wholesalers possible. When a determination of specific priorities must be made, the Board will direct the Task Force Commander. The NCWNTF will be responsible for accomplishing the Board's objectives.

### IV. NCWNTF OBJECTIVES

- 4.1 This section identifies specific targeted measures to be attained by the North Central Washington Narcotics Task Force during the program year.
- A. Continue to disrupt drug organizations within the participating jurisdictions.
  - B. Continue to gather and report intelligence data relating to illegal drug activities within the participating jurisdictions.

- C. Continue to make arrests that will impact the highest-level dealer and wholesaler as possible.
- D. Continue to effectively prosecute drug traffickers.
- E. Continue to promote law enforcement cooperation through multi-agency investigations.
- F. Continue to impact drug trafficking organizations.

## V. FINANCIAL COMMITMENT

- 5.1 The agreed contribution fees of each participating jurisdiction are set out in the schedule, which is included as Attachment B. Agencies that are unable to pay their entire participation fee will be reviewed for membership on a case by case basis. Contributions will be monetary unless otherwise approved by the board. The board may impose sanctions such as ineligibility to share multi-agency forfeited assets, equipment distribution and abstaining from the voting process.

## VI. BUDGET

- 6.1 The Financial Coordinator, under the supervision of the Board Chairperson, shall be responsible for the accounting of NCWNTF expenditures.
- 6.2 Forfeited assets will stay with the NCWNTF. The distribution of multi-agency forfeited assets will be decided by the Executive Board. Funds derived from asset forfeitures or court orders shall be held by the Task Force and used to fund its future operations. Equipment purchased with Task Force funds will belong to the NCWNTF. In the event, the NCWNTF is disbanded; such NCWNTF equipment derived from seizures will be

distributed in proportion to that agency's contribution, both monetary and in-kind services. However, if less than all agencies terminate, equipment derived from seizures will remain with the NCWNTF. Any equipment loaned to the NCWNTF by an agency will be returned to that agency.

- 6.3 The NCWNTF will maintain a fund to be used for drug buys and for the purchase of information. This fund will continue to serve as the basis for enforcement work and will not be used for normal expense.

## VII. CONCLUSION

Law enforcement agencies continue to be faced with the responsibility of increased narcotics investigations with decreasing resources. The North Central Washington Narcotics Task Force has proven its ability to make significant impacts on crime. The NCWNTF is an extremely efficient use of law enforcement expenditures. The cost effectiveness of the NCWNTF for city, county and tribal resources is enhanced by the participation of the Okanogan and Ferry County Prosecutor's Offices, the Washington State Patrol, Colville Tribal Police Department and other federal enforcement authorities. This integrated law enforcement approach to narcotics investigations has been proven as a positive approach to combating the increasing lawlessness that surrounds narcotics within our respective counties.

NORTH CENTRAL WASHINGTON NARCOTICS

TASK FORCE CONTINUED

OPERATIONAL AGREEMENT

Agreement to Participate

The undersigned represents that he or she has authority to act on behalf of their agency. On behalf of that agency, each hereby agrees to participate in the North Central Washington Narcotics Task Force in accordance with the Operational Agreement attached hereto. Each further agrees to provide cash participation fees as provided by September 30, 2014.

DATE: \_\_\_\_\_

\_\_\_\_\_  
CHIEF LARRY SCHRECKENGAST  
OMAK POLICE DEPARTMENT



NORTH CENTRAL WASHINGTON NARCOTICS

TASK FORCE CONTINUED

OPERATIONAL AGREEMENT

Agreement to Participate

Attachment A  
List of Participating Agencies

City of Pateros	City of Republic
City of Okanogan	City of Twisp
City of Brewster	City of Winthrop
City of Coulee Dam	City of Omak
City of Oroville	City of Tonasket
United States Border Patrol	Washington State Patrol
Colville Tribal Police Department	United States Port of Entry

Okanogan County Sheriff's Office

Okanogan County Prosecuting Attorney's Office

Homeland Security Investigations

Ferry County Prosecuting Attorney's Office

Ferry County Sheriff's Office

NORTH CENTRAL WASHINGTON NARCOTICS

TASK FORCE CONTINUED

OPERATIONAL AGREEMENT

Agreement to Participate

Attachment B - Schedule of Cash Contributions

\$1,000.00

City of Pateros

City of Twisp

City of Coulee Dam

City of Oroville

City of Winthrop

City Republic

City of Tonasket

\$2,000.00

City of Okanogan

City of Brewster

Ferry County Sheriff's Office

\$4,200.00

City of Omak

Okanogan County Sheriff's Department

# NORTH CENTRAL WASHINGTON NARCOTICS TASK FORCE CONTINUED

## OPERATIONAL AGREEMENT

### Agreement to Participate

#### Attachment C - Schedule of Cash Contributions Effective July 1, 2015

The chart below shows what your current fees are for the 2014-2015 Operational Agreement and what they will be **effective July 1, 2015** for the 2015-2016 Operational Agreement and thereafter.

<b><u>July 1, 2014 – June 30, 2015</u></b>		<b><u>July 1, 2015 – June 30, 2016 effective 7-1-15</u></b>
<b>\$1,000.00</b>		<b>\$2,000.00</b>
City of Pateros		City of Pateros
City of Coulee Dam		City of Coulee Dam
City of Oroville		City of Oroville
City of Winthrop		City of Winthrop
City Republic		City Republic
City of Twisp		City of Twisp
City of Tonasket		City of Tonasket
<b>\$2,000.00</b>		<b>\$3,000.00</b>
City of Okanogan		City of Okanogan
City of Brewster		City of Brewster
<b>\$4,200.00</b>		<b>\$5,000.00</b>
City of Omak		City of Omak
<b>\$4,200.00</b>		<b>\$6,000.00</b>
Okanogan Co. Sheriff's Dept.		Okanogan Co. Sheriff's Dept.
<b>\$2,000.00</b>		<b>\$3,000.00</b>
Ferry County Sheriff's Office		Ferry County Sheriff's Office