

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

Originating Department:	35 Sheriff's Office
Division/Program: <i>(i.e. Dept. Division and Program)</i>	3520 Bureau of Investigations / 352070 Drug Task Force
Contract or Grant Administrator:	Undersheriff Steve Harris
Contractor's / Agency Name:	Multiple Agency's
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____ Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Contract Cost Center: 2970	
Is this agreement excluded from E-Verify? No <input checked="" type="radio"/> Yes <input type="radio"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input checked="" type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ 0 This Amendment Amount: \$ _____ Total Amended Amount: \$ 0	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope: _____	
This is an inter-local agreement to establish the framework for a multi-jurisdiction task force.	
Term of Contract: Last signature date	Expiration Date: Ongoing

Contract Routing:	1. Prepared by: Donna Duling	Date: 7/10/24
	2. Attorney signoff: Approved via email BW/DD	Date: 7/10/24
	3. AS Finance reviewed: Approved via email AT/DD	Date: 7/11/24
	4. IT reviewed (if IT related):	Date:
	5. Contractor signed:	Date:
	6. Submitted to Exec.:	Date:
	7. Council approved (if necessary):	Date:
	8. Executive signed:	Date:
	9. Original to Council:	Date:



WHATCOM COUNTY DRUG TASK FORCE

INTER-LOCAL AGREEMENT

Narcotics Control Program Multi-Jurisdictional Task Force

This Inter-local agreement is made and entered into pursuant to the provisions of RCW 39.34 between the Whatcom County Sheriff's Office, the Bellingham Police Department, Homeland Security Investigations, Washington State Department of Corrections and the Whatcom County Prosecuting Attorney's Office as the primary participating agencies. The Whatcom County Sheriff's Office will be the applicant agency. The following law enforcement agencies are included as supporting agencies as defined under section 7(j) of this agreement:

- 1. Blaine Police Department**
- 2. Everson Police Department**
- 3. Ferndale Police Department**
- 4. Lynden Police Department**
- 5. Sumas Police Department**
- 6. US Border Patrol**
- 7. US Drug Enforcement Administration**
- 8. Washington State Patrol**

PROBLEM STATEMENT

Whatcom County and its municipalities have experienced increasing crime due to drug trafficking. This increase flows not only from a growing population and changing drug abuse trends, but also from the lack of resources to maximize drug enforcement efforts. The drug trade in Whatcom County results in a significant number of major crimes such as residential and commercial burglary, robbery, assault, and homicide.

Prior to 1988, enforcement efforts directed at reducing drug trafficking in Whatcom County had, for the most part, been addressed by individual law enforcement agencies working alone. There was little coordinated or concentrated effort directed at drug trafficking offenders and offenses, despite the fact that drug traffickers and the crimes they generate do not respect jurisdictional boundaries of municipalities and counties. Significant drug arrests have occurred as a result of detailed investigations by existing investigative units. However, multi-agency task force concentrated efforts directed at such offenders can result in significant crime reductions far in excess of the results of additional manpower devoted to normal police functions.

In 1988, the Northwest Regional Drug Task Force was created and organized by the Whatcom County Sheriff's Office and partially funded by a grant from the US Department of Justice. The

Task Force enjoyed great success in combating the narcotics trade over what was then a four-county jurisdiction including Whatcom, San Juan, Skagit, and Island Counties. The success of the Task Force concept has been widely acknowledged and its continuation is warranted in the ongoing effort to combat narcotics trafficking violations that occur widely across jurisdictional boundaries.

NEEDS STATEMENT

It is the responsibility of the Whatcom County criminal justice system and the various law enforcement agencies located within Whatcom County to monitor, control, and suppress criminal drug trafficking and related problems within the County by a coordinated and concentrated effort, initiating and conducting drug investigations at the highest levels possible, and enforcing the criminal provisions of the uniformed Controlled Substances Act, specifically RCW's 69.32, 69.40 and 69.50.

PROJECT DESCRIPTION

The Task Force was founded in January of 1988 and was comprised of personnel from Federal law enforcement agencies, the Washington State Patrol, the Whatcom County Sheriff's Office, the Skagit County Sheriff's Office, the Oak Harbor Police Department, the Bellingham Police Department, and the Whatcom County Prosecutor's Office. The Task Force has been staffed by investigative personnel from the Whatcom County Sheriff's Office, the Bellingham Police Department, Washington State Department of Corrections, the Whatcom County Prosecutor's Office and Homeland Security Investigations. It is agreed that at least one full-time (half time for WA DOC) investigator or prosecutor will be assigned on an ongoing basis from each of the aforementioned agencies.

The Whatcom County Prosecuting Attorney Office may meet this staffing level of one full time attorney by utilizing the services of a number of deputy prosecutors to handle all of the work generated by the Task Force

In addition to the participating agencies listed above, the Task Force also regularly shares information and works cooperatively with all local, county, tribal, state, and federal law enforcement agencies in Whatcom, Skagit, and Snohomish Counties.

CONTEMPLATED UNIT TASKS

The primary operational responsibility of the Task Force is to conduct investigations into narcotics trafficking at the highest dealer and wholesaler levels, wherever possible. The Task Force will also focus on organized criminal activity and their nexus to narcotics distribution in Whatcom County. Where a determination of the specific priorities for these investigations must be made, the Task Force Executive Board will direct the Project Coordinator as to the Task Force's direction. The Task Force will be responsible for accomplishing the Board's objectives.

UNIT MISSION STATEMENT

The mission of the Whatcom County Drug Task Force is to improve the quality of life in our communities by targeting individuals, drug trafficking organizations and organized criminal activity involved in illegal narcotics and other criminal activity, in an effort to reduce drug availability and trafficking within or around Whatcom County and the State of Washington.

UNIT GOALS

The goals of the Whatcom County Drug Task Force are to:

1. To reduce the number of drug traffickers and organized criminal activity in the communities of Whatcom County through the professional investigation, apprehension and conviction of drug related crimes,
2. To efficiently enforce, disrupt and prosecute individual and organized mid to upper level narcotics traffickers and organized criminal activity, thereby impacting drug trafficking organizations previously considered impregnable.
3. Working with the local law enforcement community to enhance drug enforcement cooperation through multi-agency investigations, support, training and the sharing of resources and information.
4. To effectively prosecute mid- to upper-level drug dealers, traffickers, and manufacturers.
5. To work in concert with community members and organizations to create a safer environment for both law enforcement and the public we serve.

SECTION 1 – DURATION

This agreement shall commence on the date and year it is executed by the respective representatives and, when the grant application is accepted by the Washington State Department of Commerce, shall continue until such grant is terminated, or the WCDTF Executive Board dissolves the Task Force

SECTION 2 – FINANCING

Respective participating jurisdictions in the aggregate agree to provide a portion of the financial resources to support Task Force project activities according to the budget described in the application. Each respective jurisdiction assures that the financial resources provided do not supplant or replace currently appropriated resources. The Executive Board Chairperson shall be responsible for the accounting of Task Force expenditures.

Assets will remain with the Task Force, in accordance with RCW 69.50.505, Seizures and Forfeitures. Equipment purchased with funds that derive directly from the operation of the Task Force will belong to the Task Force. If the Task Force is disbanded, such Task Force equipment derived from seizures will be distributed in proportion to each agency's contribution toward the match. If only one agency terminates, equipment derived from seizures will remain with the Task Force.

The purchase of drugs, services, evidence, and drug-related information is necessary for the furtherance of drug-related investigations. A confidential information and buy-money fund will be maintained by the Task Force and replenished as necessary from the County-Wide Drug Fund.

SECTION 3 – ADMINISTRATION

Whatcom County is the Applicant Jurisdiction. The Applicant Jurisdiction agrees to provide the necessary documentation to receive grant funds and ensure that the provisions of the application, as attached, which is the basis for which any grant is awarded, are met. The participating jurisdictions will arbitrate among themselves any dispute arising under this agreement.

Any disagreements or disputes concerning property disposition, resources, or any other problems that cannot be resolved between the agencies shall be put in writing by the complaining agency and forwarded to the Project Coordinator. The Project Coordinator will contact the other agency in the dispute and allow that agency to offer a written rebuttal. Upon receiving both written documents of dispute, the Project Coordinator shall submit them to the Executive Board at their next scheduled meeting for arbitration. The Executive Board will issue a ruling in writing to both agencies as to their decision, which will be binding.

SECTION 4 – EXECUTIVE BOARD / STRUCTURE OF ORGANIZATION

Overall governance of Task Force operations, including the setting of investigative priorities, general operating procedures, and annual performance review will be vested in an Executive Board comprised of the Sheriff of Whatcom County, the Chief of the Ferndale Police Department, the Chief of the Bellingham Police Department, and the Whatcom County Prosecuting Attorney.

Each member of the Executive Board shall have an equal vote in the conduct of its business. One member will be elected as Chairperson and will remain in that capacity for two years. The Chairperson shall be responsible for keeping parties to the Inter-local Agreement informed on all matters relating to the functions, expenditures, accomplishments, and problems of the Task Force. If the Task Force continues in existence, a new election will occur every other year. The Executive Board will convene quarterly to review Task Force activities and policies. The Chairperson may call extra sessions as necessary. When the board votes on any matter, a majority shall be required for passage. In emergency situations, the Chairperson may conduct an email poll of the Executive Board members to resolve an issue.

The Project Coordinator shall act as principal liaison and facilitator between the Executive Board and the Task Force. The Project Coordinator shall be responsible for keeping the Executive Board informed on all matters relating to the functions, expenditures, accomplishments, and problems of the Task Force. The Project Coordinator shall act as the commander of the Task Force and the immediate supervisor of the Task Force Sergeants. The Project Coordinator shall attempt to resolve formal written complaints made to the Task Force about its operations.

The Project Coordinator will work directly with the parent agency when resolving formal complaints.

All persons assigned to the Task Force shall work under the immediate supervision and direction of the Task Force Sergeants. All persons assigned to the Task Force shall adhere to the rules and regulations as set forth in the Task Force Policy and Procedures Manual and their respective departmental rules, policies, and procedures. The Task Force Sergeants will provide written performance evaluations for assigned Task Force members annually.

For indemnification of participating agencies against any losses, damages, or liabilities arising out of the services and activities of the Task Force, the personnel assigned to the Task Force by any agency shall be deemed to be continuing under the employment of that agency (see Section 17).

Each agency contributing manpower to the Task Force, will continue to provide that employee as an employee of the contributing agency and will be solely responsible for that employee.

Any duly sworn peace officer, while assigned to duty with the Task Force as herein provided, and working at the direction of the Executive Board, its Chairperson, the Project Coordinator, and the Task Force Sergeants, shall have the same powers, duties, privileges, and immunities as are conferred upon him as a peace officer in his own jurisdiction.

Participating agencies may withdraw from the Task Force by written statement of termination directed to the Chairperson of the Executive 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.

SECTION 5 – ACQUISITION AND USE OF EQUIPMENT

If any equipment is acquired with grant funds awarded by Department of Commerce, the participating agencies agree to use the equipment only for specified program purposes during the life of the grant. After the grant period ends, the participating agencies agree to use the equipment only for approved law enforcement purposes and to devise a process of disposition that meets Federal requirements. Equipment purchased with monies specifically identified as Task Force funds or acquired as a direct result of Task Force operations shall remain with the Task Force until its conclusion.

SECTION 6 – INTEGRATION

This agreement contains all of the terms and conditions agreed upon by the parties, including necessary operational agreements between the law enforcement agencies of the respective jurisdictions, if any. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties.

SECTION 7 – DEFINITIONS

The following terms shall have the following meanings unless the context indicates otherwise:

- a. “Assisting Agency” – Any or all other agencies contacted for mutual aid by the responsible agency.
- b. “Task Force” – The consortium of officers from the local, county, state, and federal agencies that are responsible for carrying out the terms of the grant and drug investigations.
- c. “Mobilization” – To organize or put into readiness for active law enforcement services
- d. “Mutual Aid” – Aid or assistance in which two or more agencies agree to perform in common
- e. “Applicant Agency” – The primary agency, in this case the Whatcom County Sheriff’s Office, which is responsible for the administration of the Department of Commerce grant.
- f. “Participating Agency” – Agencies agreeing to participate in the grant program with the Whatcom County Sheriff’s Office as assisting agencies.
- g. “Primarily Responsible Agency” – The law enforcement agency within whose local geographical jurisdiction where a drug investigation is taking place.
- h. “Project Coordinator” – The Task Force Commander, an assigned staff-level officer of the Whatcom County Sheriff’s Office,
- i. “Signatory Agency” – Agencies agreeing to aid the Task Force and who signed the Mutual Aid / Inter-local Agreement
- j. “Supporting Agency” – A signatory agency that provides cooperation and assistance to the Task Force. Such agencies share a like mission and engage in investigative and enforcement activities that enhance the drug suppression mission of the Task Force.

SECTION 8 – USE OF RESOURCES

It is the intent of the Whatcom County Sheriff’s Office and the participating agencies that the Task Force be utilized to its fullest potential in combating the drug problem in Whatcom County. Operations of the Task Force shall be in full cooperation and coordination with the local jurisdictions in which the investigations are taking place. The local agencies will be kept appropriately apprised of the status of the cases within their jurisdiction.

During a drug operation occurring within the County, the first law enforcement resources to be used after those of the Task Force shall be those of the participating agency within whose area the operation is taking place. If these additional resources are inadequate or unavailable, a request for mutual aid under this plan will be made directly to an assisting agency by the Task Force Commander / Sergeants. Such request for assistance shall, if possible, specify the number of officers and types of equipment required and shall further specify where and to whom these resources should be delivered. The Task Force shall endeavor to work closely with the local agencies in whose areas the investigations are taking place to coordinate the use of personnel and equipment resources.

SECTION 9 – PRESS RELEASES

The Whatcom County Sheriff, the Project Coordinator, or his/her designee, shall make all press releases for operations or investigations in the City of Bellingham, Ferndale, and Whatcom County. Press releases regarding operations or investigations in the cities of Blaine, Everson / Nooksack, the Lummi Nation, Nooksack Tribal Land, Lynden, and Sumas shall be made jointly with the Project Coordinator and the Chief of those respective agencies. All press releases shall mention the fact that the Whatcom County Drug Task Force assisted in the investigation or operation

SECTION 10 – ESTABLISHING A COMMAND POST

During a large drug operation, the primarily responsible agency and the Task Force shall establish a command post, if needed, in an area suitable for the staging and directing of personnel and resources. The Task Force Commander / Sergeants shall notify all assisting agencies, at the earliest possible time, of its location.

SECTION 11 – TRANSPORTATION OF PRISONERS

The supervising officer in charge of the incident will coordinate transportation of prisoners. The transporting officer will generally be from the primarily responsible agency.

SECTION 12 – REPLACEMENT OF SUPPLIES

After sudden call-outs for assistance, the primarily responsible agency should be responsible for supplies and/or replacement of other than normal supplies needed and/or used by officers from assisting jurisdictions, whenever possible. Supplies such as food, gas for police vehicles, or any other supplies that are reasonably needed to sustain the officers in enforcing the law will normally be the responsibility of each participating, supporting, or assisting agency. Each agency will be responsible for any repairs and/or damage done to their own vehicles as a result of participation in a mutual aid incident.

SECTION 13 – ASSET SEIZURES AND FORFEITURES

13.1 The Participating Agencies shall refer all potential asset forfeitures initiated or investigated by deputies/officers assigned to the Task Force during the pendency of this Agreement to the Task Force for disposition at the discretion of the Task Force Executive Board or prosecuting attorney (County Prosecuting Attorney or United States Attorney). Any such

referred asset forfeiture that is pursued in state court will be prosecuted in the name of Whatcom County, on behalf of the Task Force and its Participating Agencies.

13.2 The Project Coordinator, under the direction of the Task Force Executive Board, shall manage the acquisition and disposition of assets seized or forfeited as a result of this Agreement in compliance with state and federal law and Task Force procedures.

13.3 Federal Forfeiture.

- a. For purposes of receipt and processing of federal equitable sharing distributions, Whatcom County shall be designated as the fiduciary agency for the Task Force.
- b. Participating Agencies will be compliant with federal Equitable Sharing Program guidelines and reporting requirements, including the requirements contained in the Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement, published by the Department of Justice and the Department of the Treasury.
- c. Whatcom County will submit request(s) to the federal government, on behalf of the Task Force, in order to obtain equitable sharing related to the federal forfeitures.
- d. Participating Agencies agree and understand that all proceeds from federal forfeitures of seized assets, which may be awarded to the County on behalf of the Task Force, will be retained by the County for Task Force operations and expenses.
- e. Participating Agencies will not submit individual equitable sharing requests, nor will Participating Agencies receive shared federal funds from Whatcom County.
- f. The Task Force may only use proceeds from federal seizures and forfeitures for law enforcement purposes, as defined by the United States Department of Justice.

13.4 State Forfeiture

- a. The net proceeds of each state asset forfeiture made by the Task Force shall be retained by the County for Task Force operations and expenses.
- b. Any Participating Agency receiving a distribution of assets forfeited under RCW 69.50.505 shall use such assets in accordance with RCW 69.50.505(10), which limits use to the expansion and improvement of controlled substances related to law enforcement activity and prohibits use to supplant preexisting funding sources.

SECTION 14 – PERSONNEL SELECTION

Selection and assignment of personnel to the Task Force shall be the responsibility of the participating agencies with input and participation by the Task Force Commander and/or Supervisor. At the first practical opportunity, new personnel assigned to the Task Force will be required to attend Basic Narcotics Investigations or Basic Undercover Operations or the Washington State Criminal Justice Training equivalent. If tasked with clandestine laboratory investigations the detective will also be required to attend a basic Clandestine Lab Operations course as soon as practical. A formal Task Force FTO training program will also be completed

by all new personnel upon assignment to the unit and they will be assigned a mentor/FTO for their initial two months in the Task Force.

SECTION 15 – SALARIES AND OVERTIME PAY

The primarily responsible agency will not be responsible for salaries or overtime pay for officers from assisting agencies. 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 or slander, wrongful entry or eviction or other invasion of rights of private occupancy, and/or wrongful death, bodily injury, property damage, and comprehensive liability. These conditions will also apply to all members of the Task Force. It is further mutually agreed by the participating agencies that any control exerted by the Project Coordinator and Task Force Sergeants shall not supersede this clause.

SECTION 16 – INSURANCE COVERAGE

Each agency shall carry, for the duration of this agreement, general liability, property damage, and false arrest insurance with the following minimums;

GENERAL LIABILITY	\$1,000,000.00
PROPERTY DAMAGE	\$1,000,000.00
FALSE ARREST	\$ 500,000.00

This insurance policy shall have a ten (10) day cancellation notice in the event of termination or material modification of coverage.

Whatcom County, Washington State DOC and the City of Bellingham and all federal agencies may self-insure

SECTION 17 – INJURY COVERAGE FOR OFFICERS

Whenever any commissioned officer of a signatory agency, acting pursuant to this agreement, is injured and thus unable to perform his/her duties by reason of engaging in mutual-aid, but is not at the time acting under the immediate direction of his/her employer, the officer or his/her dependents shall be accorded by his/her employer the same benefits which he/she or they would have received had that officer been acting under the immediate direction of his/her employer in his/her own jurisdiction.

SECTION 18– COMMISSIONS

Full-time, paid, commissioned officers who are responding to any call for mutual-aid from the Task Force shall be automatically commissioned by virtue of this agreement through the commissioning authority of the primarily responsible agency and, therefore, shall be empowered to exercise the same police authority during the time of the mutual-aid as though they were full-time commissioned officers of the primarily responsible agency. This provision shall apply whether the mutual-aid request is of:

- a. A formal nature between department heads,
- b. A less formal nature through agreement of Command Staff or Shift Supervisors, or
- c. When jurisdictional boundaries are crossed to assist another signatory jurisdiction.

SECTION 19 – RESERVE OFFICER COMMISSIONS

If signatory agencies have reserve officers or part-time officers, in addition to full-time, paid commissioned officers, they shall normally be exempt from the automatic commissioning as outlined above in section 19, except those reserve officers working under the immediate supervision of a full-time officer. Reserve or part-time officers may be extended automatic commissioning at the direction of the department head that requests mutual aid, PROVIDED, HOWEVER, that such determination should be worked out in advance among the heads of the signatory agencies.

SECTION 20 – MOBILIZATION PLAN

Each signatory agency should develop and maintain a current plan for the mobilization of its manpower and other resources to effectively provide mutual aid to the other signatory agencies.

SECTION 21 – WITHDRAWAL FROM AGREEMENT

Any signatory agency may withdraw from this agreement for any reason after sending written notice of its intentions to withdraw to the Executive Board, when a period of thirty (30) days has elapsed or immediately upon written notification that said agency is unable to sustain the required funding. Said notification is to be made by registered letter to the other signatory agencies at their normal business addresses. Withdrawal or non-execution of this agreement by any one agency shall not affect the continued efficacy of the agreement with regard to other signatory agencies.

SECTION 22 – VENUE

This agreement has been and shall be construed as having been made and delivered in the State of Washington and it is mutually understood and agreed by each party hereto that this agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action of law, suit in equity, or judicial proceedings for the enforcement of this agreement or any provisions thereof shall be instituted and maintained only in courts of competent jurisdiction in Whatcom County. In the case of the Lummi Nation, Federal law and venue would apply.

SECTION 23 – MODIFICATION

No changes or modifications to this agreement shall be valid or binding upon parties to this agreement unless such changes or modifications are in writing and executed by the parties.

SECTION 24– SEVERABILITY

It is understood and agreed by the parties hereto that if any part of this contract is illegal, the validity of the remaining provisions shall not be affected and the rights and obligations of the parties shall be construed as if the agreement did not contain the particular illegal part. If it should appear that any provision herein is in conflict with any statutory provision of the State of Washington, said provision shall be deemed inoperative and null and void insofar as it may be in conflict therewith and shall be modified to conform to such statutory provisions.

SECTION 25 – NO –DISCRIMINATION

The signatory agencies shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The agencies shall take affirmative action to insure that applicants are considered for employment and treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Upgrading, demotions, transfers, recruitment or recruitment advertising; layoffs or terminations, rates of pay or other forms of compensation, selection for training including apprenticeship, and participation in recreational and education activities. The agencies agree to post, in conspicuous places available to employees and applicants for employment, notices identical to those used setting forth the provisions of this non-discrimination clause. In all solicitations or advertisements for employees placed by them or on their behalf, the agencies shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

Under Washington State law, state and local law enforcement and its personnel are generally prohibited from enforcing federal immigration law, see RCW 10.93.160. Neither the Bellingham Police Department, nor any of its employees, may contract in any way to provide civil immigration enforcement assistance.

Consistent with RCW 10.93.160 and Washington State Executive Order 17-01, the Parties agree not to use or share any information obtained from the Bellingham Police Department, its systems, or its personnel, with any third parties to support or engage in civil immigration enforcement activities.

Per Bellingham Police Department Policy, members of the Bellingham Police Department shall not enforce federal immigration laws, e.g., those laws set forth in Title 8 U.S. Code (USC) or in the U.S. Immigration and National Act (INA), except for those offenses that are criminal and serious in nature due to their classification as federal felonies.

SECTION 26 – CONCLUSION

Law enforcement agencies are faced with the responsibility of narcotics investigations with decreasing resources. Nationwide, multi-agency Task Forces have proven their ability to make significant impacts on crime. Such units are an extremely efficient use of law enforcement expenditures. The cost effectiveness of this Task Force for Whatcom County's resources is enhanced by the participation of the Whatcom County Sheriff's Office, the Whatcom County Prosecutor's Office, the Bellingham Police Department, Homeland Security Investigations and the Washington State Department of Corrections. This integrated law enforcement approach

to narcotics investigations has been proven throughout the country as a positive approach to combating the increasing lawlessness that surrounds narcotics within our society.

SECTION 27 – NOTICES

Any notice required or permitted to be given under this agreement shall be deemed sufficient if given in writing and sent by registered or certified mail.

SECTION 28 – PRIOR AGREEMENTS


This Interlocal Agreement supersedes all prior Drug Force Agreements, including but not limited to, Whatcom County contract 201606009.

SECTION 29 – SIGNATURES

On behalf of my agency, I hereby agree to participate in the Multi-Jurisdictional Narcotics Task Force Program in accordance with the objectives and policies set forth in this agreement.

PARTICIPATING AGENCIES:

For Whatcom County: Whatcom County Prosecutor's Office and the Whatcom County Sheriff's Office:

*  _____

Donnell "Tank" Tanksley, Whatcom County Sheriff

Date: 7/12/24

Satpal Sidhu, Whatcom County Executive

Date: _____

* _____

Eric Richey, Whatcom County Prosecutor

Date: _____

For the City of Bellingham and the Bellingham Police Department

* _____

Rebecca Mertzig, Chief Bellingham PD

Date: _____

_____, Kim Lund, Mayor, City of Bellingham

Date: _____

For the Washington State Patrol assigned Detective

See separate Interagency Agreement

For the Washington State Department of Corrections

_____, Shannon Mills, Community Corrections Supervisor

Date: _____

For the U.S. Border Patrol

_____, Rosario Pete Vasquez, Chief Patrol Agent, Blaine
Sector

Date: _____

For Homeland Security Investigations

_____, Matthew R. Murphy, Assistant Special Agent in Charge

Date: _____

For Drug Enforcement Administration

_____, Adam Flett, Resident Agent in Charge

Date: _____

SUPPORTING AGENCIES:

* _____ Rodger Funk, Chief, Blaine Police Department

Date: _____

* _____ Dan MacPhee, Chief, Everson Police Department

Date: _____

* _____ Kevin Turner, Chief, Ferndale Police Department

Date: _____

* _____ Steve Taylor, Chief Lynden Police Department

Date: _____

* _____ Dan DeBruin, Chief Sumas Police Department

Date: _____

* Signature of head administrator, or designee, of participating city, county, tribal, state, or federal agency