

**POULSBO AGREEMENT DISTRIBUTION SCHEDULE**

**SUBJECT:** 2018-085 City of Bremerton Special Operations Group (SOG) ILA

**CONFORM AS TO DATES & SIGNATURES**

- Approved by the Mayor: \_\_\_\_\_
- Approved by the City Council: 05/02/2018
- Completion: ongoing
- Recorded: \_\_\_\_\_
- Certificate of Liability: \_\_\_\_\_

**DISTRIBUTE CONFORMED COPIES AS FOLLOWS:**

- City Attorney
- Clerk's Department: Original
- Posted to Library Drive
- Posted to Web Site
- Department: \_\_\_\_\_
- Mayor
- Other: \_\_\_\_\_

Rhiannon Fernandez  
City Clerk

11/14/18 1-8-19  
Date

**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF BREMERTON AND  
THE CITY OF POULSBO**

2018-085

This Interlocal Agreement is made and entered into pursuant to the provisions of Chapter 39.34 RCW by and between the City of Bremerton ("Bremerton") and the City of Poulsbo ("Poulsbo").

WHEREAS, this Agreement is intended to create a collaborative effort between the City of Poulsbo Police Department ("PPD") and the City of Bremerton Police Department ("BPD") to enhance joint investigative abilities in order to more effectively identify, arrest and deter those members of our community involved in the use, sale, manufacturing and distribution of narcotics, prostitution, gambling or criminal gang activity.

NOW THEREFORE, Poulsbo and Bremerton, through their respective legislative bodies, do hereby agree as follows:

1. Poulsbo shall assign, (i) on a case-by-case basis, or (ii) on a regular schedule upon mutual written agreement of the parties for a set period of time, a part-time officer to work in the BPD Special Operations Group ("SOG") to participate in narcotics, prostitution, gambling and gang investigations. As of the date of this Agreement, PPD is participating in one case; however, this Agreement anticipates that PPD may commit an officer in future individual cases, or on a regular schedule to work on multiple cases. This understanding permits the Poulsbo police officer to work out of the SOG office in Bremerton, Washington. SOG will target criminal activities that impact both the City of Poulsbo and the City of Bremerton communities. These officers will liaise between the agencies and facilitate a closer working relationship.
2. BPD recognizes that the assigned Poulsbo police officer has responsibilities with PPD and may be required to provide investigative support, attend mandatory training, conduct investigations or attend to other work-related issues for Poulsbo.
3. BPD also recognizes that the assigned Poulsbo police officer has reporting responsibilities to PPD regarding his or her delegated duties in SOG. Prior to reporting any information to PPD regarding an ongoing SOG investigation or covert operation, the assigned Poulsbo police officer will obtain approval from the SOG supervisor. This will allow Poulsbo and SOG superiors to ensure that the investigation or operation is not compromised.
4. BPD will issue a limited police commission to the Poulsbo officer assigned to work with SOG. This limited commission is authorized when assigned to SOG and gives authority to the Poulsbo officer to enforce ordinances of the City of Bremerton and to protect the public peace within the City of Bremerton. This commission is valid during work hours and for the duration of the officer's assignment. At the conclusion of this agreement all forms of identification and authorization issued by the Bremerton Police Department will be returned and terminated.
5. PPD will issue a limited police commission to the Bremerton Police officers assigned to SOG. This limited commission is authorized when assigned to SOG and gives authority to the Bremerton officers to enforce ordinances of the City of Poulsbo and to protect the public peace within the City of Poulsbo. This commission will be revoked upon the Bremerton officer leaving SOG. At the conclusion of this agreement all forms of identification and authorization issued by PPD will be returned and terminated.

6. Law enforcement personnel assigned to SOG shall have such authority to enforce state laws within the geographical area of the Cities of Bremerton and Poulsbo, or any other jurisdiction in Washington, as is given them by the Washington Mutual Aid Peace Officers Powers Act, R.C.W. 10.93.
7. PPD personnel assigned to SOG will adhere to the policies established by SOG and PPD and will work under the day-to-day supervision of the SOG supervisor. Nevertheless, at all times, PPD personnel assigned to SOG shall be considered employees of the PPD, which shall be solely and exclusively responsible for that employee. All rights, duties and obligations of the employer shall remain with PPD. The personnel assigned by PPD shall continue under the employment of PPD for purposes of any losses, claims, damages, or liabilities arising out of or related to the services provided to SOG or the activities of SOG.
8. Indemnification.
  - a. In executing this agreement, Poulsbo does not assume liability or responsibility for or in any way release Bremerton from any liability or responsibility, which arises in whole or in part from the existence, validity or effect of Bremerton ordinances, rules or regulations. If any such cause, claim, suit, action or administrative proceeding is commenced, Bremerton shall defend the same at its sole expense and if judgment is entered or damages are awarded against Bremerton, Poulsbo, or both, Bremerton shall satisfy the same, including all chargeable costs and attorney's fees.
  - b. In executing this agreement, Bremerton does not assume liability or responsibility for or in any way release Poulsbo from any liability or responsibility, which arises in whole or in part from the existence, validity or effect of Poulsbo ordinances, rules or regulations. If any such cause, claim, suit, action or administrative proceeding is commenced, Poulsbo shall defend the same at its sole expense and if judgment is entered or damages are awarded against Poulsbo, Bremerton or both, Poulsbo shall satisfy the same, including all chargeable costs and attorney's fees.
  - c. Poulsbo shall indemnify and hold harmless Bremerton and its officers, agents, and employees, or any of them, from and against any and all claims, actions, suits liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of Poulsbo, its officers, agents, and employees in performing services pursuant to this agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against Bremerton or Bremerton and Poulsbo, Poulsbo shall defend the same at its sole cost and expense; and if final judgment be rendered against Bremerton and its officers, agents, and employees or jointly against Bremerton and Poulsbo and their respective officers, agents, and employees Poulsbo shall satisfy the same.
  - d. Bremerton shall indemnify and hold harmless Poulsbo and its officers, agents, and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of Bremerton, its officers, agents, and employees in performing services pursuant to this agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against Poulsbo or Bremerton and Poulsbo, Bremerton shall defend the same at its sole cost and expense; and if final judgment be rendered against Poulsbo, and its

officers, agents, and employees or jointly against Poulsbo and Bremerton and their respective officers, agents, and employees Bremerton shall satisfy the same.

- e. If a claim is made that both parties are responsible for all or a portion of damages alleged to have been sustained as a result of acts or omissions of the parties hereto, then the above referenced indemnity and hold harmless provisions shall apply only to the extent of the proportion of liability attributable to the indemnifying party. If liability is not or cannot be apportioned, then the parties shall be responsible for their own costs and attorney's fees incurred in the matter and shall indemnify and hold the other party harmless for one half of any amount awarded by the Court or other decision-making body with jurisdiction as a result of the alleged acts or omissions.
9. Poulsbo agrees to furnish and pay for service of a cellular system for its assigned agent that is compatible to cellular equipment utilized by SOG.
  10. Bremerton will provide workspace and work station with required computer equipment and maintenance support for the assigned Poulsbo officer.
  11. Bremerton, through its SOG supervisor, shall maintain a fund of ready cash so that day-to-day needs of SOG can be met. The Poulsbo officer assigned to SOG will be apportioned imprest monies from the fund by the SOG supervisor, in accordance with SOG policies, to conduct controlled narcotics purchases and other authorized official business. The assigned Poulsbo officer will be accountable for the proper handling of the funds in accordance with SOG policy and will be subject to audit.
  12. For operational necessity, the assigned Poulsbo officer will be authorized to participate in SOG required training and meetings.
  13. The Poulsbo officer assigned to SOG pursuant to this agreement will receive compensation from Poulsbo only. Should SOG participate in a federally-funded Organized Crime Drug Enforcement Task Force (OCDETF) case, Poulsbo may be reimbursed for any overtime costs directly associated with the officer's participation in that case.
  14. The terms of this agreement will commence as of the date signed by both parties. This agreement can be terminated at any time with 30 days written notice by either party with the understanding that all reasonable attempts will be made not to jeopardize personnel and active undercover operations.
  15. The parties do not create through this Agreement a separate legal entity subject to suit. No jointly-owned property will be acquired or maintained pursuant to this Agreement.
  16. Drug forfeiture cash and cash proceeds from sales of property forfeited as a result SOG operations pursuant to RCW 69.50.505 shall be placed into a forfeiture fund managed by Bremerton. Such monies shall remain subject to the use restrictions of RCW 69.50.505 in the hands of each party until fully expended for the law enforcement purposes permitted in RCW 69.50.505.
  17. i. Case-by-Case Assignments: Poulsbo shall receive from Bremerton a sum equal to seven percent (7 %) of the drug forfeiture cash and cash proceeds from sales of forfeited property for

**EXHIBIT A**

*\*Calculations do not consider the required remittance to the State.\**

**Example**

Parties agree that PPD officer will work 4 weeks, 10 hours per week = 40 hours

In 4 weeks, BPD officers (always calculate at 4 officers @ 40hrs/week) would work 640 hours

The total working hours of the BPD SOG officers plus the PPD officer are  $640 + 40 = 680$  hours

The PPD officer's hours are 5.88% of all the officers' working hours:  $40 \text{ hours} = x\% \text{ of } 680 \text{ hours}$ ;  $x = .0588 = 5.88\%$

4 weeks of work is 7.69% of the weeks in a year:  $4 \text{ weeks} = x\% \text{ of } 52 \text{ weeks} = .0769 = 7.69\%$

PPD receives 5.88% of 7.69% of the year's proceeds:  $\$100,000(\text{example year's proceeds}) \times .0588 \times .0769 = \$452.35$

each case in which its officer participates with SOG. The seven percent is calculated after deduction of the State of Washington remittance required by RCW 69.50.505(9).

ii. Regular Schedule: If the parties agree that a PPD officer is needed on more than a case-by-case basis, and agree on a regular weekly schedule per section 1.ii above, Bremerton shall provide to Poulsbo a portion of the annual SOG proceeds according to Exhibit A, which is attached hereto and incorporated herein. Annual proceeds are calculated based on the calendar year, and PPD shall be paid after any calendar year during which the PPD officer participates in SOG on a regular schedule.

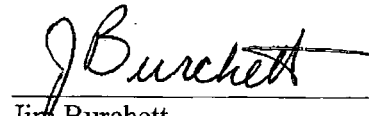
18. BPD will issue tactical equipment that is available within the SOG quartermaster system. All other officer equipment will be purchased by and the responsibility of PPD.
19. BPD will assign a SOG unmarked / undercover vehicle to the Poulsbo officer when participating in SOG cases on a regular schedule. Fuel and maintenance will be the responsibility of PPD.
20. Poulsbo shall be responsible for record keeping, reporting, managing and dispersing of funds it receives from the forfeiture fund in accordance with the restrictions and provisions of RCW 69.50.505.
21. The Chiefs of BPD and PPD, or their designees, will administer this Agreement for each party, and will meet each quarter, or as needed, for the purpose of reviewing and discussing the operations and performance of SOG.
22. This Agreement shall be filed with the County Auditor or listed by subject on each party's website pursuant to RCW 39.34.

Signatures of approving authorities.

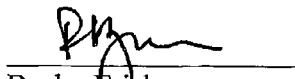
Dated this 10 day of SEPTEMBER 2018



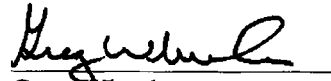
Dan Schoonmaker  
Chief of Police, City of Poulsbo



Jim Burchett  
~~Interim~~ Chief of Police, City of Bremerton



Becky Erickson  
Mayor, City of Poulsbo



Greg Wheeler  
Mayor, City of Bremerton