



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**October 15, 2001**

**Motion 11320**

**Proposed No.** 2001-0410.1

**Sponsors** Nickels

1           A MOTION authorizing the county executive to enter into  
2           an interagency agreement with United States Department of  
3           Justice Drug Enforcement Administration.

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6           WHEREAS, the United States Department of Justice Drug Enforcement  
7           Administration desires to form a task force to combat illegal narcotics activity in King  
8           County, and

9           WHEREAS, the task force will improve the general welfare of the citizens of  
10          King County, and

11          WHEREAS, the county has the resources to participate in the task force, and

12          NOW, THEREFORE, BE IT MOVED by the Council of King County:

13          The county executive is authorized to execute an interagency agreement,

**Motion 11320**

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14 substantially in the form attached to this motion, to allow the sheriff's office to  
15 participate in the Department of Justice Drug Enforcement Administration task force.

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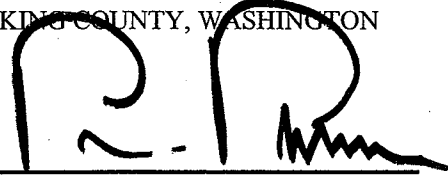
Motion 11320 was introduced on 8/20/01 and passed by the Metropolitan King County Council on 10/15/01, by the following vote:

Yes: 8 - Mr. von Reichbauer, Ms. Fimia, Ms. Sullivan, Mr. Pullen, Mr. Gossett, Ms. Hague, Mr. Thomas and Mr. Irons

No: 0

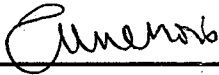
Excused: 5 - Ms. Miller, Mr. Phillips, Mr. Pelz, Mr. McKenna and Mr. Nickels

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON



Pete von Reichbauer, Chair

ATTEST:



Anne Noris, Clerk of the Council

Attachments A. State and Local HIDTA Task Force Agreement

2001, 410

**STATE AND LOCAL HIDTA TASK FORCE AGREEMENT**  
**Northwest HIDTA Integrated DEA, State and Local Task Force**

This agreement is made this 1st day of October, 2000, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA") and the King County Sheriff's Office (hereinafter "KCSO").

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the Seattle metropolitan area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the Seattle metropolitan area and elsewhere, the parties hereto agree to the following:

1. The Seattle HIDTA Task Force Group will perform the activities and duties described below:

- a. disrupt the illicit drug trafficking in the Seattle metropolitan area by immobilizing targeted violators and trafficking organizations;
- b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs;
- c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Washington.

2. To accomplish the objectives of the Seattle HIDTA Task Force Group, the KCSO agrees to detail one (1) experienced officer to the Seattle HIDTA Task Force Group, for a minimum period of two (2) years. During this period of assignment, the KCSO Officer will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.

3. The KCSO Officer assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.

4. The KCSO Officer assigned to the Task Force shall be deputized as a Task Force Officer of the DEA pursuant to 21 USC Section 878.

5. To accomplish the objectives of the Seattle HIDTA Task Force Group, DEA will assign three (3) Special Agents to the Task Force. DEA will also, subject to the availability of HIDTA's annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of DEA Special Agents and the KCSO Officer assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for purchase of evidence and

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copy of the ORIGINAL

information, investigative equipment, training, funds for overtime costs described below, and other support items.

6. During the period of assignment to the Seattle HIDTA Task Force Group, the KCSO will remain responsible for establishing the salary and benefits, including overtime, of the KCSO Officer assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of HIDTA funds, reimburse the KCSO for overtime payments made by it to the KCSO Officer assigned to the Seattle HIDTA Task Force Group for overtime, up to a sum equivalent to 25% of the salary of a GS-10, step 1, Federal employee (currently \$ 9,212.00 per officer).

7. In no event will the KCSO charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The KCSO shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by the DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The KCSO shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The KCSO shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of three (3) years after termination of this agreement, whichever is sooner.

10. The KCSO shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 CFR part 42, subparts C, D and F.

11. The KCSO agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The KCSO acknowledges that this agreement will not take effect and no HIDTA funds will be awarded to the KCSO by DEA until the completed certification is received.

12. When using statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, the KCSO shall clearly state: (1) the percentage of total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

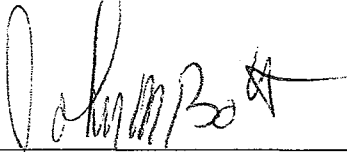
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13. The term of this agreement shall be from the date of the signature by representatives of both parties to September 30, 2001, or the dissolution of the HIDTA initiative. This agreement may be terminated by either party on thirty (30) days' advance written notice. Billings for all outstanding obligations must be received by DEA within ninety (90) days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by KCSO during the term of this agreement. This agreement is renewable yearly (October 1 - September 30) pending the yearly approval of the HIDTA initiative by the HIDTA executive committee.

14. DEA acknowledges that the United States is liable for the wrongful or negligent acts or omissions of its officers and employees, including Task Force Officers duly sworn pursuant to 21 U.S.C. Section 878, while on duty and acting within the scope of their federal employment, to the extent permitted by the Federal Tort Claims Act.

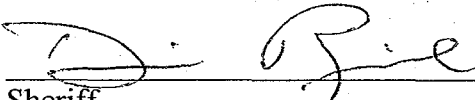
For the DRUG ENFORCEMENT ADMINISTRATION



John M. Bott  
Special Agent in Charge  
Seattle Field Division

11/5/00  
Date

For the KING COUNTY SHERIFF'S OFFICE



Sheriff  
King County Sheriff's Office

12-5-00  
Date

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