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INTERLOCAL MULTIJURISDICTIONAL DRUG TASK FORCE AGREEMENT

OPNET- Clallam County Contract No. 11008-20-01.

[Olympic Peninsula Narcotics Enforcement Team]
Terms in **Bold** are defined within this **Agreement**

This **Agreement** is made and entered into in accordance with the provisions of Ch. 39.34 RCW, this 15th day of June, 2020, by and between the **Signatories.**

1. SIGNATORIES TO THIS AGREEMENT

   The **Signatories,** as defined below, are Clallam County, a political subdivision of the State of Washington, and other government law enforcement agencies that sign this **Agreement,** hereinafter "**Signatories,**" which may include the City of Port Angeles, the City of Port Townsend, the City of Sequim, Jefferson County, a political subdivision of the State of Washington, the Washington State Patrol (a state agency), and other State or federal law enforcement agencies.

2. ASSISTING AGENCIES

   Any law enforcement agency may be an **Assisting Agency,** as defined below. **Assisting Agencies** are not subject to the terms of this **Agreement** and remain solely responsible at all times for their employees and property in accordance with Chapter 10.93 RCW.

3. PURPOSES

   The purposes of this **Agreement** are to:

   A. Create an Interlocal Multijurisdictional Drug Task Force to be known as the Olympic Peninsula Narcotics Enforcement Team or "**OPNET;**"

   B. Enhance the efforts of the law enforcement agencies of the **Participants** to combat and reduce the manufacturing and distribution of controlled substances on the Olympic Peninsula through a coordinated and concentrated effort by and among law enforcement agencies located upon the Olympic Peninsula with respect to the investigation and prosecution of violations of the Uniform Controlled Substance Act, RCW Ch. 69.50 as well as other major criminal incidents or events having a direct negative impact on the quality of life of law-abiding citizens residing on the Olympic Peninsula;

C. Authorize **Participants**, through their respective representatives, to execute any and all necessary documents to apply for grant funding available from any source;

D. Authorize personnel employed by the **Participants** to participate in the activities of **OPNET** according to any work plan established in either a grant application or by the governing body of **OPNET**;

E. Authorize personnel employed by the **Participants** to enter into operation agreements, such as those adopted pursuant to Ch. 10.93 **RCW**, if not already established, which enable such personnel to perform tasks at the direction of **OPNET**;

F. Confirm that the existing Interlocal Multi-Jurisdictional Drug Task Force Agreement between some of the **Signatories**, signed in 2007 is terminated upon the effective date of this **Agreement**; and

G. Memorialize the duties, rights and obligations of each of the **Participants**, the law enforcement officers of the **Participants** and any other employees of the **Participants** who may perform work duties in furtherance of any of the purposes of this **Agreement**.

4. **DEFINITIONS**

A. **"Agreement"** means this Interlocal Multijurisdictional Drug Task Force Agreement.

B. **"Assistance"** means the actions of an **Assisting Agency** in providing to **OPNET** resources (for example, personnel, equipment, facilities) in support of an investigation or operation undertaken by **OPNET**.

C. **"Assisting Agency"** means any local government, Tribe, state or federal agency that is not a **Signatory** to this **Agreement** but provides **Assistance** to an investigation or operation of **OPNET**. For example, the U.S. Coast Guard could be an **Assisting Agency**.

D. **"Damages"** means financial compensation paid to a person or entity injured or harmed as a result of the acts or omissions of one or more **Participants** (or their employees or representatives) during an **OPNET** investigation or operation, including, but not limited to, compensatory, general, special or punitive damages, attorneys' fees and court costs.

E. **"Drug Fund"** means the fund handled by the Clallam County Treasurer known as the Clallam County Interlocal Drug Fund.

F. **"Executive Board"** means the group selected to govern **OPNET** pursuant to Section 6.

G. **"Law Enforcement Work"** is defined to include, but not be limited to, any action a law enforcement officer might take in the course of his or her normal duties of enforcing the laws of the city, county, state or federal government, including, but not limited to, initiating community policing, a Terry stop, generating a confidential informant, making a controlled buy, or preparing or executing a search warrant.

H. **"PAO"** means Prosecuting Attorney's Office.

I. **"Participant"** means a **Signatory** entity that has personnel actually assigned to and working with **OPNET**. No entity may become a **Participant** unless it has previously become a **Signatory**.

J. **"OPNET"** means the task force created by this **Agreement**.

K. **"OPNET Administrator"** means the full-time employee provided by Clallam County as the administrator of **OPNET** pursuant to Section 14.B.

L. **"RCW"** means the Revised Code of Washington as it exists now or may be amended.

M. **"Signatory"** means a local government, or a state or federal agency whose authorized representative has, pursuant to their authority, executed this **Agreement** and thereby bound their entity to comply with the terms and obligations of this **Agreement**. A **Signatory** has no obligation to also become a **Participant**.

N. **"Supervisor"** means a person responsible for the day-to-day operation of personnel assigned to **OPNET**. This person shall be a detective supervisor from a **Participant** other than the Clallam County's Sheriff's Office having the rank of at least a Sergeant and will report to the **OPNET Commander**. A **Supervisor** reports to the **OC**.

O. **"OPNET Commander"** or **"OC"** means the person serving as Chief Criminal Deputy for the Clallam County Sheriff's Office with ultimate responsibility for the oversight and supervision of 1) personnel assigned to **OPNET** and 2) any operations **OPNET** may undertake. The **OC** shall be a commissioned law enforcement officer from the Clallam County Sheriff's Office having the rank of at least Chief Criminal Deputy.

5. NO SEPARATE ENTITY

It is the express intent of the **Participants** to NOT create a separate legal entity by virtue of them agreeing to the terms and conditions of this **Agreement**. As such, **OPNET** is not a legal entity subject to legal process. **OPNET** is not a separate agency subject to records requests made under the Public Records Act, Ch. 42.56 **RCW**. All public records requests provided to any person working with **OPNET** shall be handled pursuant to Section 14.I.

6. GOVERNANCE

A. Overall governance of the **OPNET**'s operations, including the setting of investigative priorities and general operating policies and procedures as well as decisions about grant applications, if applicable, shall be vested in the **Executive Board**.

B. The **Executive Board** shall, if applicable or required, annually prepare and adopt a budget for **OPNET**, doing so no later than March 31 of each year.

C. Each **Signatory** will appoint someone to serve as its **Executive Board** member (typically its chief law enforcement officer) and shall appoint an alternate for its seat on the **Executive Board**. A representative of a **Signatory** may attend an **Executive Board** meeting and express opinions, but does not have a vote.

D. Each **Participant** will have one vote on the **Executive Board** to be cast by its member or the alternate if the member is not present at the meeting.

E. The **Executive Board** will meet not less than four (4) times each year on a regular schedule, although additional meetings may be called by the **OPNET Commander** on not less than one (1) business days' notice. The **OPNET Commander** is not responsible for the generation and dissemination of any **Executive Board** agendas, instead staff assigned to **OPNET** will prepare them.

F. A quorum shall be a majority plus one of the total number of **Participants**.

G. To the extent an **OPNET** Vice Commander is needed, that position shall be filled by a member of the **Executive Board** chosen by the **OPNET Commander**.

7. DURATION

A. This **Agreement** shall be effective as of the date when five **Signatories**, through their legislative body or authorized person, execute this **Agreement**.

B. This **Agreement** shall expire on December 31, 2024, but may automatically be extended up to five (5) times each for a period of three (3) years unless three or more **Signatories** object to said extension in writing during the first four months of the last year when this **Agreement** remains in effect.

8. **AMENDMENT or MODIFICATION**

A. Only through a writing agreed to and executed by all **Signatories** (through their authorized representatives) may this **Agreement** be modified, revised or amended.

B. Another law enforcement agency may become a **Signatory** in **OPNET** upon approval of its application for membership by the **Executive Board** and its authorized representative executing a copy of this **Agreement**.

9. **TERMINATION or WITHDRAWAL**

A. Any **Signatory** may withdraw upon not less than 60 days' written notice to the **Executive Board**.

B. If the **Signatory** wishing to withdraw from this **Agreement** states that negative revenue changes requires it to withdraw, then the withdrawal will become effective 30 days after the date of the written request to withdraw.

C. If, no later than 120 days before this **Agreement** is to expire pursuant to Section 7.B, three or more **Signatories** invoke their right to object to the perpetuation of this **Agreement**, then this **Agreement** shall be deemed null and void as of the next January 1 and the **Executive Board** will task the Clallam County **PAO** or legal counsel for another **Signatory** with generating a new interlocal agreement for review and possible approval by those government agencies and entities wishing to continue with **OPNET** or a similar successor cooperative.

D. Any **Signatory** who has invoked its Section 9.C. objection right shall explain in writing why it has objected and should, if possible, propose text for insertion into the new interlocal agreement.

10. **DISSOLUTION**

A. Dissolution of **OPNET** may occur under two circumstances:

i. If all **Signatories** have submitted a written "Request for Dissolution" to the **Executive Board** on or before September 1 of any year while this **Agreement** is

in effect, then the dissolution shall become effective the following January 1. A **Signatory** may submit a "Request for Dissolution" for cause or no cause at all.

ii. If the objection process has been invoked in accordance with Section 9.C., and no two **Signatories** have agreed to and executed a successor agreement to continue **OPNET** or create a successor multijurisdictional drug task force by December 1 of that same year, then **OPNET** shall be deemed dissolved effective the following January 1.

B. Upon dissolution of **OPNET** in accordance with this **Agreement**, any funds in the **Drug Fund** as of the dissolution date shall be divided equally among the **Signatories**.

C. Upon dissolution of **OPNET** in accordance with this **Agreement**, any items of personal property belonging to **OPNET** (as differentiated from personal property belonging to a **Signatory** or a **Signatory's** employee) shall be made available by the **Executive Board** for sale to a **Signatory** or any other interested public entity or local government at a price to be established by Clallam County in accordance with Washington State surplus laws and policies. The cash proceeds of such sale(s) shall be divided equally among all the **Signatories**.

D. Upon dissolution of **OPNET** all equipment and items of personal property provided by any **Signatory** to **OPNET** to further its purposes shall be returned to that **Signatory**.

11. FINANCING and BUDGETING

A. Nothing in this **Agreement** requires or mandates that any **Signatory** must appropriate or expend any monies or resources (e.g., personal property) in furtherance of the purposes of this **Agreement**, instead each **Signatory** makes personnel or resources available to further **OPNET's** purposes on a voluntary basis and retains full discretion as to what personnel or resources will be devoted to or supplied to **OPNET**.

B. **OPNET** revenue and expenditures will be handled by the Clallam County Treasurer by and through the **Drug Fund**. Any funds in the **Drug Fund** prior to the effective date of this **Agreement** are subject to the terms and conditions of this **Agreement**.

C. The Clallam County Treasurer will disburse the monies found in the **Drug Fund** according to such standards and directions as is provided by the **Executive Board** through the Clallam County annual budgeting process.

D. Any grant funds received by **OPNET** will be deposited in the **Drug Fund.**

E. All interest earned on monies in the **Drug Fund** shall be credited to the **Drug Fund** and remain there until disbursed according to this **Agreement.**

F. The **OPNET Commander** shall maintain a fund of ready cash so that day-to-day needs of **OPNET** may be met. This fund shall be called the "Operations Fund" and shall initially consist of an amount to be determined by the **OC** upon the advice and consent of the **Executive Board**. To the extent such a fund for a similar purpose preexists the effective date of this **Agreement,** that preexisting fund will be renamed the "Operations Fund." Said "Operations Fund" shall be kept and maintained at such location and in such a manner as the **OC** shall determine, subject to the Washington State Auditor's standards on investigation funds and other such other requirements as the **Executive Board** or the State Auditor may establish.

12. DUTIES OF ALL SIGNATORIES

A. Hire, supervise and train in a manner consistent with federal and state law all personnel, including commissioned law enforcement officers, who are assigned, appointed or designated to work on behalf of or for **OPNET.**

B. Maintain the current active status of the commissions held by law enforcement officers the **Participant** assigns, appoints or designates to work on behalf of or for **OPNET,** including but not limited to training, education, and gun range certification.

C. Maintain insurance or membership in a risk pool that provides to the **Signatory** entity self-insurance or financial coverage for third-party liability in amount of not less than Ten Million Dollars ($10,000,000.00). Proof of active membership in a Ch. 48.62 **RCW** "Risk Pool" through providing the **OPNET Administrator** with both a "Certificate of Coverage" (or similarly titled document) and a copy of the Memorandum of Liability Coverage (or similarly titled document) containing the text of the relevant Risk Pool's coverage document shall satisfy this requirement. The Washington State Patrol, an agency of the State of Washington, warrants that it is self-insured against liability claims in accordance with the risk management and tort

claims statutes, including Ch. 4.92 RCW and RCW 43.19.760 et seq. Consent from any risk pool or self-insured organization is not required to make this **Agreement** effective and their failure to follow any of these provisions or terms regarding liability does not relieve other **Signatories** from any obligation under this **Agreement.**

D. Appoint an **Executive Board** member and alternate to the **Executive Board** member each year and have either the Member or the alternate attend not less than seventy-five percent (75%) of the meetings the **Executive Board** holds during a particular year. Failure to meet this 75% threshold for attendance will require that **Signatory** to appoint a new Member and/or alternate.

E. All **Signatories** agree to timely communicate and provide records made pursuant to a records request to the **OPNET Administrator** in accordance with Section 14I.

13. DUTIES OF ALL PARTICIPANTS

A. Comply with all duties this **Agreement** imposes on **Signatories.**

B. Bear the entire expense of employment for any **Participants** who are assigned, appointed or designated to work for **OPNET** including, but not limited to, wages, salary, overtime, employer paid taxes, benefits, health insurance and licenses.

C. Be solely responsible for the negligent or intentional acts and omissions of any **Participant** who while at work on behalf of **OPNET** performed (or failed to perform) such acts, thereby causing injury or damage to a third party.

D. To inform the **OC** (upon not less than three business days' notice) in writing of a **Participant**'s decision to withdraw their personnel from **OPNET**, i.e., to return to **Signatory** status. Withdrawals may be temporary and may be reversed at any time at the complete discretion of a **Signatory**.

14. ADDITIONAL DUTIES OF PARTICIPANT CLALLAM COUNTY

A. Serve as the applying or signatory local government or agency for any grant application **OPNET** might, through its **Executive Board**, make.

B. Provide at its own expense a full-time employee to serve as the **OPNET Administrator.**

C. Provide financial services for **OPNET** by and through its Treasurer, for which the County shall be paid the sum of one percent (1%) of the end fund balance as of

December 31st of each year, payable to the County's general fund on or before January 31st of the next year.

D. Maintain the active bar licenses of all deputy prosecuting attorneys who may prosecute cases on behalf of **OPNET**, be they criminal or civil in nature.

E. Prosecute through its Prosecuting Attorney's Office (or "**PAO**") all felony cases arising from **OPNET** operations if said **OPNET** operations occurred within Clallam County.

F. Prosecute through its **PAO** all misdemeanor cases arising from **OPNET** operations if said **OPNET** operations occurred within the unincorporated portions of Clallam County.

G. To the extent a city located within Clallam County has contracted with the Clallam County **PAO** to have a deputy prosecutor prosecute misdemeanors, then for any **OPNET**-related misdemeanors occurring within the boundaries of that City the Clallam County **PAO** shall prosecute same.

H. To provide the limited legal representation for **OPNET** as provided above in Section 17.A. or provide a full defense in accordance with Section 17.B.

I. In an effort to provide a requestor with the fullest assistance, the Clallam County Sheriff's Office agrees to be the primary agency in receiving and responding to records requests made pursuant to Chapter 42.56 RCW. The **OPNET Administrator** will timely contact **Signatories** and coordinate collection of records from all **Signatories** who may have responsive records. The Clallam County Sheriff's Office and the **OPNET Administrator** are responsible for establishing and enforcing response timelines by which **Signatories** must provide responsive records, in consultation with the relevant **Signatories**. If a **Signatory** fails to timely respond or provide responsive records, the Clallam County Sheriff's Office and the **OPNET Administrator** may discontinue such collection and coordination and direct the requestor to a **Signatory**.

15. CIVIL FORFEITURES

A. The **Signatories** known as Clallam County, the City of Port Angeles, the City of Sequim, and Jefferson County will rotate on an annual basis the responsibility for providing the legal resources necessary to prosecute to resolution civil forfeitures of

real and personal property arising from operations and investigations undertaken by **OPNET**. To begin the rotation the Clallam County **PAO** will be responsible for prosecution of any **OPNET** operation or investigation having a file number that begins with 2019 or 2020, with the attorney for the City of Port Angeles in charge of 2021 cases, the City of Sequim's attorney in charge of 2022 cases, and the Jefferson County **PAO** in charge of 2023 cases. The rotation shall continue in that same order after 2023. In no event will a hearing officer and attorney from the same jurisdiction be assigned to the same case or a substantially related case.

B. All seizures for civil forfeitures will be conducted in accordance with the requirements of the section of the **RCW** under which the civil forfeiture is undertaken, which may include **RCW** 7.68.320, **RCW** 9.41.098, **RCW** 9A.88.150, **RCW** 10.105.010 and **RCW** 69.50.505.

C. Before any seizure for civil forfeiture can be undertaken, written approval must first be obtained from the **OPNET Commander**, and then from the attorney for the **Signatory** then responsible for prosecution of civil forfeitures pursuant to Section 15.A.

D. No civil forfeiture shall be prosecuted to conclusion until the related criminal case has been completed. Every reasonable effort shall be made to obtain a stay from the court, or hearing officer, as applicable, responsible for deciding each civil forfeiture case, while the related criminal case is proceeding. Stays should not exceed 90 calendar days.

E. The **Signatory** then responsible for civil forfeitures pursuant to Section 15.A. shall contact the prosecutor responsible for any related criminal case to determine whether the criminal case is still pending during the stay. If the underlying criminal case is still unresolved, the **Signatory** may try to obtain additional stays from the court or hearing officer, as applicable until the criminal case is resolved.

F. All civil forfeitures will be advanced in the name of the local government currently responsible for civil forfeitures under Section 15.A. rather than **OPNET**.

G. In accordance with **RCW** 69.50.505, cash proceeds from any forfeiture or sale of drug forfeiture property seized by **OPNET** shall be delivered to the Clallam County Treasurer for deposit in the **Drug Fund**. The Clallam County Treasurer will forward

to the State of Washington, the State's share and for each such transfer provide a receipt by name or number to the **OPNET Administrator**.

H. All cash, property and proceeds from property forfeited by **OPNET** pursuant to **RCW** 69.50.505 shall be managed and disbursed only as provided in said **RCW**.

I. The attorneys for the **Signatory** then responsible for civil forfeitures shall have and shall retain complete discretion to not prosecute or to dismiss or settle those civil forfeitures deemed by them and/or the **OC** to not justify prosecution because of the circumstances of the seizure and/or the de minimis amounts of personal property involved.

J. The **OC**, with the approval of the **Executive Board**, shall put into writing a policy stating what shall be considered de minimis value for a given civil forfeiture and such policy, including all amendments, will be provided to all **Signatories** responsible for civil forfeitures.

16. PROPERTY AND EQUIPMENT

All property (e.g., vehicles, computers, weapons) shall remain the property of the **Signatory** who purchased and paid for said property, **EXCEPT** for the following categories of property, which if in the possession of **OPNET** must be used only for such law enforcement purposes as are established by the **Executive Board**:

A. Personal or real property seized and forfeited as a result of or by **OPNET** and retained for use by **OPNET** personnel to further the purposes of **OPNET**; and

B. Personal or real property paid for or obtained by Clallam County as the successful applicant for grant funding to further the purposes of **OPNET**.

For the disposition of property and equipment if **OPNET** is dissolved see Section 10.

17. INITIAL DEFENSE OF OPNET

A. Should **OPNET** be named as a defendant or third party defendant in a civil lawsuit in which **Damages** are sought, then Clallam County shall provide limited and initial legal representation for **OPNET** and will as soon as practicable move the court for a ruling that **OPNET** is not a legal entity capable of being sued, and, therefore, the aggrieved party or parties must refile their lawsuit or action naming the tortfeasors and their **Participant** agencies as separate defendants or third party defendants if that **Participant** provided **Law Enforcement Work** now being complained of.

B. Upon the success of such a motion and the refiling of the complaint or action, each **Participant** named as a defendant or third-party defendant in the lawsuit or action will be solely responsible for selecting and retaining legal counsel for itself and any named employee, and their legal expenses and costs. **Participants** will not share attorney fees among each other unless the **Participants** specifically agree to have one attorney represent all parties in any particular legal action. **Participants** agree to cooperate to the extent possible, if within their respective clients' best interests, to share non attorney-fee related defense costs, such as records gathering, trial exhibit preparation, and retention and payment for expert witnesses.

C. If a court chooses not to dismiss the civil litigation against **OPNET**, then Clallam County will continue to defend **OPNET**. Clallam County will assume lead status but agrees to consult with and keep all other named **Participants** fully informed of case status.

18. INDEMNIFICATION

A. Pursuant to **RCW** 10.93.040 and **RCW** 10.93.050, personnel assigned, appointed or designated to work on behalf of **OPNET** remain and are employees of the **Participant** that assigned, appointed or designated those personnel. Each **Participant** shall be solely and exclusively responsible for **Damages** caused by their employees acting within the course and scope of their employment and their assignment with **OPNET**, except as stated in Section 18.B. The personnel assigned, appointed or designated to work for **OPNET** shall continue under the employment of that **Participant** for purposes of any losses, claims, **Damages**, or liabilities arising out of or related to the services provided to **OPNET** or the activities of **OPNET**.

B. Each **Participant** shall defend, indemnify and hold harmless every other **Participant** and its elected or appointed officers, officials, employees, agents and volunteers from any and all claims, injuries, **Damages**, losses or suits including attorney fees and court costs, arising out of or resulting from the fault of the **Participant**.

C. Should a court of competent jurisdiction determine that this **Agreement** is subject to **RCW** 4.24.115, then, in the event of liability for **Damages** caused by or resulting from the concurrent fault of ~~the~~ any of the **Participants** (including their elected and appointed officers, officials, employees, and agents) each **Participant's** liability,

including the duty and cost to defend under this **Agreement** shall be only to the extent of each **Participant's** fault.

D. It is further specifically and expressly understood that the indemnification provided in this **Agreement** constitutes each **Participant's** waiver of immunity under Industrial Insurance, Title 51 **RCW**, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the **Participants**.

E. Each **Participant** shall give written notice of any act or occurrence that the **Participant** reasonably believes may lead to a claim or a demand. Such notice shall be given within 5 days after the act or occurrence has come to the notifying **Participant's** knowledge.

F. The provisions of this section shall survive the expiration or termination of this **Agreement**.

19. SHARED DEFENSE

A. Nothing in this Agreement prevents the Participants from discussing and entering into a Joint Defense Privilege and Confidentiality Agreement (**JDPCA**).

B. Ultimate approval of executing the **JDPCA** rests with the legislative bodies of the local government **Signatories** and the Chief of the Washington State Patrol or his or her designee. **Signatories** are not required to enter into a **JDPCA**, and a **Signatory** may decline to enter into a **JDPCA**.

C. Should a **JDPCA** be signed each **Signatory** understands that it is represented only by its own legal counsel and that each legal counsel who may sign a **JDPCA** for his or her client has a duty to preserve confidences disclosed to them by their client.

D. The existence of a **JDPCA** does not alter, void or diminish the authority of a **Signatory** to separately resolve, settle or move to dismiss litigation where a **Signatory** is a defendant or third-party defendant. However, the Clallam County **PAO** requests that it be kept reasonably advised of any effort by a **Signatory** to separately resolve, settle or dismiss a lawsuit against that **Signatory** when such lawsuit has **OPNET** or any other **Signatory** as a named party.

20. DISPUTE RESOLUTION

A. Should a dispute arise between two or more **Signatories**, the first level of dispute resolution shall be an in-person conference between the chief law enforcement

officers of each **Signatory** that are part of the dispute. Within 7 calendar days of the in-person meeting, the chief law enforcement officers shall issue a written decision whether the dispute is resolved or can be sent to the **Executive Board.**

B. If the first level fails to resolve the dispute, the **Signatories** may seek dispute resolution from the **Executive Board** by sending it a written notice within 14 calendar days of receipt of the written decision by the chief law enforcement officers. A **Signatory** may decline dispute resolution from the **Executive Board.**

C. Within 21 calendar days of learning that the dispute has rose to the **Executive Board** level, the **Executive Board** will convene and hold an informal hearing, where each disputing **Signatory** can present its case and propose a resolution. The rules of evidence will not apply to the hearing before the **Executive Board.** No **Executive Board** member from a **Signatory** that is involved in the dispute may vote on the decision of the **Executive Board.** The **Executive Board,** by a majority vote of those present and able to vote, will issue a written and final decision within 10 business days of the informal hearing. The decision of the **Executive Board** cannot be appealed.

D. If the dispute resolution methods listed in Sections 20.A. and 20.B. above fail, then the parties in dispute have available to them all other formal or informal dispute resolution methodologies.

E. Nothing in this **Agreement** shall be construed to limit the **Signatories'** choice of a mutually acceptable Alternative Dispute Resolution method in addition to the dispute resolution procedure outlined above.

F. The rights and remedies provided in Section 20 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this **Agreement.** However, a **Signatory** must first attempt resolution of the dispute using the procedures in Section 20.A. before filing a lawsuit against one or more of the **Signatories.**

21. GOVERNING LAW and VENUE

A. This **Agreement** has been and shall be construed to have been made and delivered in the State of Washington and all **Signatories** mutually agree and understand that this

Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance.

B. All **Signatories** have had the opportunity to have this **Agreement** reviewed by their legal counsel prior to executing it and binding themselves to its terms and obligations, and, therefore, no court shall draw inferences against the drafters of this **Agreement**.

22. SEVERABILITY

A. All **Signatories** agree that if any part of this **Agreement** is found to be unlawful, the validity of the remaining provisions shall not be affected, meaning the rights and obligations of the **Signatories** shall be construed as if the **Agreement** did not contain the unlawful provision or text.

B. Should it appear that any provision of this **Agreement** is in conflict with any statute of the United States or the State of Washington, then said provision shall be deemed inoperative and null and void or may be modified to conform with the applicable statutory language.

23. INTEGRATION

This **Agreement** supersedes and replaces any previous "Interlocal Multi-Jurisdictional Task Force" **Agreement** that may have been executed by and among the **Signatories**. No other understandings, oral or otherwise, regarding the subject matter of this **Agreement** shall be deemed to exist or to bind any of the **Signatories**.

24. WAIVER

Waiver of any breach by a **Signatory** of any term, condition or obligation found within this **Agreement** shall not be deemed to constitute a waiver of any prior or subsequent breach. No term, condition or obligation found within this **Agreement** shall be held to be waived, modified or deleted except by an instrument in writing signed by all **Signatories** and expressly modifying, amending or revising this **Agreement**.

25. HEADINGS

The headings to the Sections of this **Agreement** are solely for the convenience of the parties to the **Agreement** and shall not serve as an aid in the interpretation of the instrument.

26. RECORDING

Once executed by five **Signatories**, this **Agreement** will be recorded with the Clallam County Auditor and placed on the web page for the Clallam County Sheriff's Office.

27. MULTIPLE COPIES

Each **Signatory** may execute a separate copy of this **Agreement** and the distinct signature pages once compiled by Clallam County will reflect the assent of each of these **Signatories** to the terms and conditions of this **Agreement.**

(SIGNATURES ARE ON THE FOLLOWING PAGES)

The undersigned are the authorized officials of the political subdivision of the State of Washington known as Clallam County. By their signatures below they authorize Clallam County to assume **Signatory** status pursuant to the terms and obligations under this **Agreement** and, when deemed appropriate by the Clallam County Prosecuting Attorney or Sheriff, to provide personnel to **OPNET**. In such circumstances, the undersigned also acknowledges, understands, and accepts all additional responsibilities and liabilities associated with this heightened status under this **Agreement**.

Clallam County Board of County Commissioners

Randy Johnson

~~Mark Ozias~~, Chair of the Commission
Randy Johnson

March 3, 2020
Date

Clallam County Sheriff's Office

W. L. Benedict

William L. Benedict, Sheriff

March 9, 2020
Date

Clallam County Prosecutor's ~~Office~~

Mark B. Nichols, Prosecuting Attorney

April 2, 2020
Date

Approved as to form only

David Alvarez, Date

Chief Civil Deputy Prosecuting Attorney

The undersigned are the authorized officials of the political subdivision of the State of Washington known as the City of Port Angeles. By their signatures below they authorize the City of Port Angeles to assume **Signatory** status under this **Agreement** and, when deemed appropriate by the Chief of Police of the City of Port Angeles Police Department provide personnel to **OPNET**. In such circumstances, the undersigned also acknowledges, understands, and accepts all additional responsibilities and liabilities associated with this heightened status under this **Agreement**.

City of Port Angeles

By: _____

Title: City Manager

Date: 3/27/2020

Approved as to form only

_____

City Attorney. Date 4-1-20

The undersigned are the authorized officials of the political subdivision of the State of Washington known as Jefferson County. By their signatures below they authorize Jefferson County to assume **Signatory** status under this **Agreement** and, when deemed appropriate by the Jefferson County Prosecuting Attorney or Sheriff provide personnel to **OPNET**. In such circumstances, the undersigned also acknowledges, understands, and accepts all additional responsibilities and liabilities associated with this heightened status under this **Agreement**.

Jefferson County Board of County Commissioners

Greg Brotherton, Chair

Date: February 18, 2020

Jefferson County Sheriff

Joe Nole, Sheriff

Date: February 18, 2020

Jefferson County Prosecuting Attorney

James Kennedy, Prosecuting Attorney

Date: 18 Feb 2020

Approved as to form only

P.C. 2/12/2020

Philip C. Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney

The undersigned are the authorized officials of the political subdivision of the State of Washington known as the City of Sequim. By their signatures below they authorize the City of Sequim to assume **Signatory** status under this **Agreement** and, when deemed appropriate by the Chief of Police of the City of Sequim Police Department provide personnel to **OPNET**. In such circumstances, the undersigned also acknowledges, understands, and accepts all additional responsibilities and liabilities associated with this heightened status under this **Agreement.**

City of Sequim

By: Charles P. Bush

Title: City Manager

Date: 2/24/20

Approved as to form only

2/28/2020

City Attorney, Date

The undersigned are the authorized officials of the Washington State Patrol. By their signatures below they authorize the Washington State Patrol to assume **Signatory** status under this **Agreement** and, when deemed appropriate by the Chief of Washington State Patrol provide personnel to **OPNET**. In such circumstances, the undersigned also acknowledges, understands, and accepts all additional responsibilities and liabilities associated with this heightened status under this **Agreement**.

Washington State Patrol

By: Johnny R. Alexander

Title: Assistant Chief

Date: 6/15/2020

WSP Contract No.: K15194

Approved as to form only

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Ass't Attorney General Date