

**COOPERATIVE AGREEMENT
TO PROVIDE ASSET FORFEITURE AND SEIZURE SERVICES
BETWEEN
PIERCE COUNTY AND
CITY OF EDGEWOOD**

THIS AGREEMENT is entered into this day by and between PIERCE COUNTY, a political subdivision of the State of Washington (hereinafter referred to as COUNTY) and the CITY OF EDGEWOOD, a municipal corporation of the State of Washington (herein referred to as "CITY"):

WHEREAS; the County though written contract provides law enforcement services to the City and that investigations of narcotic activity are handled by the County but that this does not include narcotics enforcement work done by the patrol officers in the City; and

WHEREAS; the patrol officers working in the City of Edgewood perform drug seizures; and

WHEREAS, the City would like to directly benefit the City in certain cases where forfeiture in patrol generated cases is ordered; and

WHEREAS; the County has developed an expertise in dealing with cases involving seizure and forfeiture of assets involved in drug cases. The City recognizes this expertise; and

WHEREAS, there are mutual benefits to be obtained by both the County and the City in the enforcement of Washington state drug laws:

NOW THEREFORE, both City and County are willing to provide certain services to each other on a cooperative basis. This agreement sets forth the respective rights and duties of each of the parties in the provision of these services.

COUNTY RESPONSIBILITIES:

- a. To provide technical assistance to the City in advance of any seizure taking place.
- b. Promptly review all reports, which are forwarded to the County forfeiture unit. Case reports will be forwarded by the City within 48 hours of arrest or seizure. See City Responsibility (a.).
- c. Provide all necessary notifications, service or mailing of notices, in order to establish case.
- d. Handle negotiations, settlement or disposition of the case.
- e. Handle scheduling of officers of hearings.

- f. The County will assume control of the forfeiture case after notification. The County will determine if the case should be filed, for filing, to handle all negotiations and contact with attorney or claimant, all hearings, the provision of all personnel to have the hearing.
- g. The County will keep the City notified of the pendency of the case.
- h. County will control and store all property during pendency of the seizure and the disposition of all property by auction, sale, etc.

CITY RESPONSIBILITIES:

- a. City will provide case reports within 48 hours of seizure or arrest to the forfeiture unit of the County.
- b. City will provide any and all follow-up reports, investigative reports, or other materials relevant to the forfeiture and seizure.
- c. City will give the discretion to the County forfeiture unit in the charging of the forfeiture of seizure cases and give them absolute discretion in the settlement of such cases although every reasonable effort will be made to consult the City prior to settlement.
- d. City will allow the County to handle all negotiations and contacts between the claimant and the claimant's attorney. All such inquiries shall be directed to the County forfeiture unit.
- e. City shall arrange to have the staff attorney for the Sheriff (or prosecutor) to be designated as a Special City Attorney for purposes of representing the City in District County, Superior Court, and all appeals.
- f. City will provide that their contract services "Chief of Police" be designated to serve as a "Hearings Examiner" for these and other hearings.

FEE DISTRIBUTION:

The County shall pay all money due to the State of Washington as being seized by the Pierce County Sheriff. After the payment of all money due, the remaining net proceeds shall be maintained in an exclusive sub-budget in the Sheriff Narcotics 122 fund and will be accessed by the City Contract Chief for purposes as defined in RCW 69.50.

It is the intent of this agreement that the City of Edgewood be able to use money, property or other assets which are forfeited under RCW 69.50 and which directly relate to the actions of the patrol officers assigned to the City of Edgewood.

By providing personnel (contract services Chief of Police) to act as a Hearing Examiner, the City is providing good and valuable consideration to the County for the services otherwise provided by the County to the City hereunder.

LIABILITY:

The City and County expressly agree that each party shall defend, indemnify and hold harmless the other party and its officers, officials, agents, employees, volunteers, or any

of them from any and all claims, actions, suits, liability, losses, costs, expenses, and damages, including reasonable attorney's fees, by reasons or arising out of or attributed to each party's own negligence.

MODIFICATION:

The parties may amend, modify, or supplement this agreement only by written agreement executed by the parties hereto.

MERGER:

This agreement merges and supersedes all prior negotiations, representations and or agreements between the parties relating to the subject matter of this agreement and constitutes the entire contract of the parties.

TERM OF AGREEMENT:

The term of this agreement shall be concurrent with the term of the Agreement between the parties hereto for the provision of law enforcement services unless the parties have provided notice of intent to abandon the agreement. If either of the parties desire to terminate the relationship created by this agreement, then they must provide not less than ninety-(90) days written notice to the other party.

Such abandonment shall not affect any case already turned into the County and this agreement shall control the disposition of any such case.

PIERCE COUNTY

Michael Carson
W.A. Pastor
Paul A. Pastor, Jr., Sheriff *CA*

Date

9-25-02

CITY OF EDGEWOOD

Henry J. Lawrence, Jr.
Henry J. Lawrence, Jr., City Mgr.

Date

7-26-02