

South Snohomish County Narcotics Task Force
PO Box 5008
Lynnwood, WA 98046-5008

SOUTH SNOHOMISH COUNTY NARCOTICS TASK FORCE INTERLOCAL AGREEMENT

Participating Jurisdictions:

City of Edmonds
City of Lynnwood
City of Mountlake Terrace

This Agreement is entered into by the above-listed Jurisdictions (hereinafter collectively referred to as "Participating Jurisdictions" or "Parties" and individually as "Jurisdiction" or "Party") pursuant to Chapter 39.34 RCW and Chapter 10.93 RCW. It describes the duration, purpose, organization, financing, and process for termination of the South Snohomish County Narcotics Task Force (SSCNTF).

I. DURATION

This Agreement replaces the agreement signed in 1992 by the representative agency heads from the cities of Edmonds, Lynnwood and Mountlake Terrace. This Agreement shall be in effect until revised or replaced by a unanimous vote of the Participating Jurisdictions, or otherwise terminated in accordance with Article VII herein.

II. PURPOSE AND OBJECTIVES

A. Purpose

South Snohomish County and the surrounding region continue to experience increased levels of drug use, trafficking, and manufacture which have led to an increase in other related criminal activity. In order to most effectively and efficiently meet this public safety threat, the Participating Jurisdictions formed the South Snohomish County Narcotics Task Force (SSCNTF), hereinafter referred to as the "Task Force."

B. Objectives. The objectives of the Task Force are as follows:

- Improve the quality of life for the citizens of South Snohomish County by aggressively, efficiently, and professionally targeting drug traffickers that impact those communities.

- Identify mid- and upper-level drug trafficking organizations, utilizing state and federal laws to dismantle them through effective professional investigations.
- Efficiently investigate the criminal activities of drug traffickers who recognize no jurisdictional boundaries by working collaboratively with local, state, and federal law enforcement agencies.
- Provide high quality services to the Participating Jurisdictions to assist with drug investigations whether large or small.

C. Mission Statement. The mission of the South Snohomish County Narcotics Task Force is to target drug violators in the communities of Edmonds, Lynnwood, and Mountlake Terrace, and to reduce drug availability through professional investigation, apprehension, and conviction of drug traffickers, thereby improving the quality of life in South Snohomish County.

III. ORGANIZATION

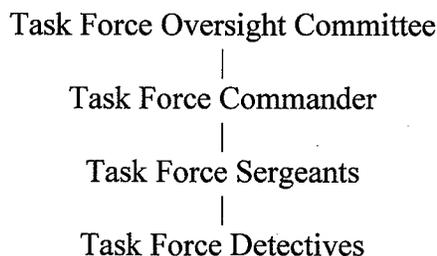
The Participating Jurisdictions each agree to support the Task Force as set forth herein, both financially and through the assignment of personnel. The Task Force is organized as follows:

A. Oversight Committee. The Oversight Committee for the Task Force is made up of the Police Chief, or his/her designee, from each of the Participating Jurisdictions. Based upon recommendations from the Task Force Commander, the Oversight Committee reviews and approves changes and updates to the SSCNTF Policy Manual and also provides approval and gives direction on operational matters as presented and requested by the Task Force Commander.

Each member of the Committee shall have an equal vote and voice on all Committee decisions. With the exceptions of policy manual revisions or changes, all decisions shall be made by majority vote of the Oversight Committee members. The Committee will meet at least once a quarter during the South Snohomish County Police Technical Advisory Committee (TAC) meetings.

Any changes or revisions to the SSCNTF Policy Manual must be unanimously approved by the Oversight Committee.

B. Chain of Command. The chain of command is listed below. Assignment for each position, as well as the specific duties and responsibilities for each position, is outlined in the SSCNTF Policy Manual, which is incorporated herein by this reference.



C. Staffing

Task Force Commander:	Appointed by the Jurisdiction with administrative responsibility for the Task Force.
Sergeant	Lynnwood PD
Sergeant	Position may be an assigned Sergeant of Police from any of the Participating Jurisdictions.
Detective	Edmonds PD
Detective	Lynnwood PD
Detective	Lynnwood PD
Detective	Lynnwood PD
Detective	Lynnwood PD
Detective	Mountlake Terrace PD

D. Contributing Agency Employees. Personnel assigned to the Task Force shall be considered employees of their respective Participating Jurisdictions. Each Participating Jurisdiction shall be solely and exclusively responsible for the compensation, benefits, and training expenses for those employees. All rights, duties, and obligations of the employer and the employees shall remain with that Participating Jurisdiction. Each Participating Jurisdiction shall be responsible for ensuring compliance with all applicable laws with regard to employees and with provisions of any applicable collective bargaining agreements and civil service rules and regulations and agency disciplinary policies and procedures.

Any duly sworn peace officer, while assigned or having supervisory responsibilities within the Task Force, shall have the same powers, duties, privileges, and immunities as are conferred upon him/her as a peace officer in his/her own Jurisdiction.

IV. TASK FORCE BUDGET

A. Administrative Costs. The Lynnwood Police Department currently has administrative responsibility for the Task Force and will generally provide for the housing, administration, records, evidence storage, and normal office-related expenses for the Task Force.

B. Personnel Costs. Each Participating Jurisdiction will be responsible for all wages, benefits, and standard-issue equipment for its assigned employees.

The only exception to this responsibility is for a shared sergeant position within the Task Force. Each Participating Jurisdiction will equally contribute to the salary and benefits expense for this position, consistent with their respective budgeted amounts. The parent Jurisdiction of the individual serving in the shared sergeant position will be responsible for paying this sergeant and will bill the other Participating Jurisdictions for reimbursement. Each Participating Jurisdiction shall be responsible for informing the other parties as to its budgeted amount for the

shared sergeant position and for monitoring the utilization of budgeted funds based on periodic reporting to be provided by the Participating Jurisdiction with administrative responsibility for the Task Force. In the event costs associated with the shared sergeant are anticipated to exceed the budgeted amounts, any Participating Jurisdiction may elect to appropriate additional funds or exercise its termination rights under this Agreement.

C. Buy Fund Account. Each Participating Jurisdiction will contribute an amount determined by the Oversight Committee per year to replenish the investigative Buy Fund for the Task Force, up to the maximum amount as budgeted by each Participating Jurisdiction, which shall be no less than \$20,000. The Task Force supervisors will request these monies in increments approved by the Oversight Committee in a rotating sequence from each Participating Jurisdiction. The Jurisdiction with administrative responsibility for the Task Force will be responsible for record keeping and auditing of the Buy Fund. Any Buy Fund monies not requested will not roll over to the following calendar year. Any Buy Fund monies obtained but not spent will roll over into the next calendar year.

D. Major Buy Fund Account. A revolving account in the amount of \$100,000 has been established by the City of Lynnwood for narcotics purchases in connection with enforcement. This fund will be utilized for narcotics transactions wherein the funds normally used for relatively minor narcotics purchases are insufficient. The narcotics enforcement revolving account (Major Buy Fund) is to be held separately from the standard buy fund and will have a separate record keeping system. This Fund will be utilized only in support of the South Snohomish County Narcotics Task Force. The Chief of Police of the Lynnwood Police Department, or his/her designee, is responsible for the administration of the Major Buy Fund.

In the event that monies are spent from or otherwise not recovered for this Fund, those monies expended will be replenished in the following manner: the Major Buy Fund will be replenished first from seizure money; if the seizure money is not sufficient, the Participating Jurisdictions will jointly replenish the Major Buy Fund up to \$100,000, on an equal share basis.

E. Equipment. Each Participating Jurisdiction will provide an amount of money determined by the Oversight Committee for necessary equipment purchases per calendar year for approved equipment expenditures, up to the maximum amount budgeted by each Participating Jurisdiction, which shall be no less than \$5,000. The Task Force Commander will submit a proposed budget request for approval each year for each Participating Jurisdiction, itemizing anticipated purchase requests for the following budget cycle. Purchases will be approved by both the Task Force Commander and the paying Jurisdiction prior to being ordered.

Equipment purchases will be tracked in a Task Force equipment inventory database. That database shall include a record indicating which Participating Jurisdiction has ownership of each piece of equipment. Equipment purchased jointly by more than one Participating Jurisdiction, including purchases made with Seizure Funds, will be noted as such.

Notwithstanding Article III herein, the purchase of any single equipment item for which the final total cost is \$30,000 or more shall require unanimous consent of the Oversight

Committee when such equipment is purchased with Seizure Funds as provided for in Article V herein.

F. Training. An anticipated training budget shall be prepared by the unit supervisors and presented to the Oversight Committee on a yearly basis or upon request from a particular Jurisdiction.

Funding for training will be the responsibility of the parent Jurisdiction for each member of the Task Force. The unit supervisors will submit training requests to the Task Force Commander for approval. Once approved, the unit supervisor responsible for the individual detective(s) will coordinate with their respective police department's training section to seek approval for the training.

Nothing in this section prohibits each Participating Jurisdiction from scheduling training for their assigned personnel as necessary to meet departmental or state standards. In those cases, each department's individual training section should notify the unit supervisors for scheduling.

V. SEIZED ASSETS AND REVENUE

A. Seized Assets. Items seized as the result of a Task Force investigation will be processed by the Jurisdiction with administrative responsibility for the Task Force and in accordance with state and federal laws. Monetary assets awarded to the Task Force will be deposited in a Task Force account. Non-monetary assets will be disposed of in accordance with state and federal law by the evidence section of the Jurisdiction with administrative responsibility for the Task Force. The proceeds from those items will be deposited in a Task Force account. The monetary assets and the proceeds from non-monetary assets seized as a result of a Task Force investigation shall be collectively referred to as "Seizure Funds."

When appropriate, Seizure Funds may be utilized to purchase equipment or to pay for training. These expenditures will be approved by the Task Force Oversight Committee. Monies utilized in this manner will be deducted from the total annual Seizure Fund amount before such funds are disbursed to the Participating Jurisdictions pursuant to Paragraph B below.

B. Seizure Revenue Distribution. At the end of each calendar year, the Seizure Fund account will be closed. After approved expenditures and required payments have been made to the State, remaining Seizure Funds will be divided as follows amongst the Participating Jurisdictions:

Edmonds Police Department:	25%
Lynnwood Police Department:	50%
Mountlake Terrace Police Department:	25%

Payment to each Party will be made by the end of the 1st quarter of the following year.

C. Reporting/Tracking Expenditures of Task Force–Seized Revenue. Each Participating Jurisdiction is responsible for adhering to state and federal laws for the use of drug-related seizure monies distributed to them. All federal funds that are distributed to the Participating Jurisdictions must be tracked and reported per federal asset-sharing regulations. By accepting seizure funds, each Participating Jurisdiction acknowledges its compliance with state and federal laws regarding the receipt and expenditure of drug-related seizure revenue.

VI. PROPERTY DAMAGE RESPONSIBILITIES – EXCEPTION TO ARTICLE XIV, SHARED LIABILITY

A. Vehicles. Vehicles for the Task Force will be purchased with Seizure Funds by the Jurisdiction with administrative responsibility for the Task Force. Each Participating Jurisdiction is responsible for vehicle maintenance and insurance expenses on a minimum of one (1) undercover vehicle per assigned person from that Jurisdiction. The Oversight Committee will agree on the provision of additional vehicles as best meets the operational needs of the Task Force.

The Task Force Commander will maintain a list of vehicles indicating which Participating Jurisdiction is responsible for insurance and maintenance, and shall provide the updated list to the Participating Jurisdictions on an annual basis. The Commander will make recommendations to the Oversight Committee in regards to the appropriate replacement or additions of vehicles to the Task Force.

Due to the cooperative nature of this Task Force, personnel assigned to or assisting the Task Force may drive any Task Force vehicle.

The insuring Jurisdiction for each vehicle shall be responsible for all damages caused to that vehicle. The responsibility for payment of any applicable deductibles and/or self-insurance amounts attributable to that vehicle shall be incurred by the insuring Jurisdiction. Procedures for reporting damage to vehicles will be determined by the Jurisdiction that is responsible for investigating and/or repairing such vehicle.

B. Damage to Other Equipment or Task Force Property. Each Participating Jurisdiction shall be responsible for insuring its individually owned equipment or property at its sole discretion. The replacement or repair of damaged Task Force equipment or property will be the responsibility of the Jurisdiction which owns the property. Each Participating Jurisdiction will be responsible for investigating and reviewing damage to property caused by their employees in accordance with their policies, procedures, and labor contracts. Loss or damage to jointly owned Task Force equipment or property not covered by subparagraph A above may be replaced, if deemed necessary by the Parties, in accord with the provisions of Article IV, subparagraph E. If any Party has insurance coverage that would pay for or contribute to the replacement cost, it shall submit a claim and contribute any insurance proceeds to the Task Force to help cover the replacement cost of the lost or damaged equipment or property.

As with vehicles, when appropriate, the Task Force Commander will also ensure dual tracking of investigations or damage claims, depending on the respective policies and procedures of each Participating Jurisdiction.

The provisions of this Article are an exception to the Shared Liability set forth in Article XIV herein.

VII. DISSOLUTION, TERMINATION OR TEMPORARY SUSPENSION OF MEMBERSHIP OR PARTICIPATION IN THE TASK FORCE

A. Dissolution. The Task Force may be dissolved by a unanimous vote of the Participating Jurisdictions' mayor(s) and/or city manager(s). The Chief of Police of each Participating Jurisdiction will make a recommendation to the aforementioned mayor(s) or city manager(s). Any vote for dissolution shall occur only when the mayor(s)/city manager(s), or their designees, are present at an official South Snohomish County TAC meeting at which such vote is taken, or for absent members, when such vote is cast in the form of a written proxy, which is recorded with the meeting minutes.

B. Individual City Termination. A Participating Jurisdiction may permanently withdraw its participation in the Task Force by providing written notice of its withdrawal and serving such notice upon each remaining Jurisdiction. A notice of withdrawal shall become effective thirty (30) days after service of the notice. The withdrawal of a Participating Jurisdiction shall not automatically result in dissolution of the Task Force.

C. Temporary Suspension. A Participating Jurisdiction may temporarily suspend its participation in the Task Force by providing written notice of its intent to temporarily withdraw to the Chief of Police of each Participating Jurisdiction and serving such notice upon each remaining Party. The temporary suspension shall become effective thirty (30) days after service of the notice on each Party. Suspension of participation by one Party shall not automatically result in dissolution of the Task Force. A Participating Jurisdiction that has temporarily suspended participation must report quarterly to the Oversight Committee regarding the anticipated return to full participation.

The termination, temporary suspension, or withdrawal from membership by any Party does not relieve said Party from the obligations spelled forth in Article XIV herein for claims or lawsuits arising from allegations occurring before the effective date of the termination or temporary suspension of that Party.

VIII. DISTRIBUTION OF ASSETS UPON TERMINATION

A. Dissolution. Upon dissolution of the Task Force, all funds remaining in the Task Force Account will be disbursed using the formula described in Article V, Paragraph B, Seizure Revenue Distribution. Any funds that arrive after the official date of the dissolution of the Task Force will be disbursed using the formula described in Article V, Paragraph B herein.

Equipment in the Task Force inventory will be returned to the Party that purchased that equipment as indicated on the Task Force equipment inventory. Any jointly purchased equipment will be divided equitably as determined by the Oversight Committee. In the event that there is either a disagreement over ownership or over the equitable distribution of a jointly owned asset, the first mechanism for resolving the issue will be an official meeting of the Oversight Committee members. If successful resolution is not reached, the issue will be taken to mediation as outlined in Article IX below.

Any non-liquidated assets (i.e., vehicles, real property, etc.) shall be referred to the Oversight Committee to determine handling of final disposition and distribution of these assets among the Participating Jurisdictions.

Any property not claimed shall be declared surplus by the Oversight Committee and disposed of pursuant to state laws regarding the disposition of surplus property. The proceeds from the sale or disposition of any Task Force property, after payment of any and all costs of sale or outstanding obligations, shall be equally distributed to those Jurisdictions participating in the Task Force at the time of dissolution.

B. Individual City Termination. In the event that one or more Participating Jurisdictions terminate their participation in the Task Force, but the Task Force continues to exist, the Party terminating participation shall be deemed to have waived any right or title to any property jointly owned by the Participating Jurisdictions of the Task Force. In consideration for the forfeiture of its right or title in jointly owned property, the terminating Party will be entitled to Seizure Fund disbursement for three (3) successive quarters after the last date of staffing participation. Provided, however, the Seizure Funds shall first be used to replenish, if necessary, the Major Buy Fund as provided in Section IV(D) herein. The Party terminating its participation will have a right to all property it individually owns.

C. Temporary Suspension. A temporarily suspended Party is still responsible for Buy Fund, necessary equipment contributions, vehicle insurance, and maintenance. The temporarily suspended Party will maintain the same level of asset sharing as a full participant.

IX. MEDIATION

In the event that any dispute arises between the Parties from or relating to this Agreement, and the dispute is not resolved by negotiation, the Parties agree to submit the dispute to mediation. The Parties further agree that their participation in mediation is a prerequisite to any Party pursuing any other available remedy in relation to the dispute. However, any Party may seek equitable relief prior to the mediation to preserve the status quo pending the completion of the mediation process.

Any Party to the dispute may give written notice to the other Party or Parties of its desire to commence mediation, and a mediation session must take place within thirty (30) days after the date that such notice is given. The Parties must jointly appoint a mutually acceptable mediator. If

the Parties are unable to agree upon the appointment of a mediator within seven (7) days after a Party has given notice of a desire to mediate the dispute, any Party may apply to the Chief Civil Judge of the Snohomish County Superior Court for appointment of a mediator. The Parties further agree to share equally the costs of the mediation, which costs will not include costs incurred by a Party for representation by counsel at the mediation.

X. COMPLIANCE WITH THE LAW

The Task Force and all its members shall comply with all federal, state, and local laws affecting the Task Force. The Participating Jurisdictions acknowledge that:

A. The proceeds of forfeited property must be used only for law enforcement activities related to controlled substances. RCW 69.50.505(9) and (10) require that 10% of the net proceeds of forfeited property be remitted to the state treasurer for deposit in the general fund. The remaining portion may be used only for "controlled substances related law enforcement activities," which have been interpreted to include only those activities with a close, demonstrable, and significant relationship to the enforcement of controlled substance laws. 1995 Op. Att'y Gen. No. 11.

B. Furthermore, proceeds derived from local government participation in federal seizures and forfeitures of property must be used only for law enforcement purposes as defined in the *Guide to Equitable Sharing of Federally Forfeited Property for State and Local Law Enforcement Agencies* ("Guide") published by the United States Department of Justice. The *Guide* expressly enumerates both permissible and impermissible uses of funds. Accounting procedures and internal controls established in the *Guide* must also be followed, including the prohibition of commingling equitably shared Department of Justice Funds with funds from any other source, subject to audit by the United States General Accounting Office.

C. Pursuant to the statute and guidelines, proceeds from both state and federal forfeitures may not be used to supplant preexisting funding sources.

The provisions of this Agreement shall be interpreted and administered in order to ensure compliance with these legal requirements.

XI. AMENDMENTS

This Agreement may be modified, amended, or altered by agreement of all Participating Jurisdictions, and such modification, amendment, or alteration shall be effective when reduced to writing and approved by the Participating Jurisdictions.

XII. SEVERABILITY

If any part, paragraph, section, or provision of this Agreement is held to be invalid by any court of competent jurisdiction in the State of Washington, such adjudication shall not affect the validity of any remaining part, paragraph, section, or provision of this Agreement.

XIII. AGENCY AUTHORIZATIONS

This Agreement shall be executed on behalf of each Participating Jurisdiction by its duly authorized representative and pursuant to an appropriate resolution, ordinance, or authorizing practice of each Participating Jurisdiction.

XIV. LIABILITY FOR INDEMNIFICATION AND DEFENSE FROM THIRD-PARTY CLAIMS

A. Equal Sharing of Liability. The Parties agree that liability for the negligent or tortious actions of the Task Force or any police officer or employee working for or on behalf of the Task Force be shared equally on an equal shares basis between the Participating Jurisdictions. It is further agreed that no Jurisdiction should be required to pay more than one-third of the cost of payment of any judgment or settlement for a liability claim which arises out of and is proximately caused by the actions of any officer, employee, or Party who is acting on behalf of or in support of the Task Force and acting within the scope of any person's employment or duties to said Task Force. This general agreement on liability sharing is subject to the terms and conditions set forth below.

B. Hold Harmless. Each Party agrees to hold harmless and indemnify the other Parties and from any loss, claim, or liability arising from or out of the negligent or tortious actions or inactions of its employees or each other as related to any Task Force activity. Such liability shall be apportioned among the Parties equally on equal shares basis subject to any limitation set forth below.

C. Defense of Lawsuits. Each Party shall be responsible for selecting and retaining legal counsel for itself and for any of its employees who are named in a lawsuit alleging liability arising out of Task Force operations. Each Party that retains counsel for itself and/or its employees shall be responsible for paying the attorneys fees incurred by that counsel. The Parties shall not share costs of defense among each other unless specifically agreed to in writing for any particular legal action.

D. Notice of Claims, Lawsuits, and Settlements. In the event that a lawsuit is brought or a claim is filed against a Participating Jurisdiction or its employees for actions arising out of conduct in support of Task Force operations, it shall be the duty of each said Party to notify the other Parties that such claim or lawsuit has been initiated. No settlement of any such claim or lawsuit by any single Party shall require equal shares contribution by any Party unless it was done with the knowledge and specific consent of the other Parties. Any settlement made by any

individual Party which does not have the consent of the other Parties will not require any sharing of payment of said settlement on behalf of the non-consenting Parties.

E. Settlement Procedure. Any Party who believes that it would be liable for a settlement or judgment which should be equally shared by the other Participating Jurisdictions to this Agreement shall have the burden of notifying each other Participating Jurisdiction of all settlement demands made to that Party and any claims and/or lawsuits naming that Party and/or its employees for what may be a joint liability. Furthermore, if the other Participating Jurisdictions are not named as parties to the actions, it shall be the burden of the Party named in the lawsuit to keep the other Participating Jurisdictions fully apprised of all developments in the case and all settlements demands, mediations or any other efforts made towards settlement. Settlements require the specific consent of all Participating Jurisdictions to this Agreement before any equal share obligations for payment by all participating members becomes effective.

No Party shall enter into a settlement with a claimant or plaintiff unless said settlement ends the liability of all Participating Jurisdictions to this Agreement and on behalf of their respective employees and officers. It is the intent of this Agreement that the Parties act in good faith on behalf of each other in conducting settlement negotiations on liability claims or lawsuits so that, whenever possible, all parties to this Agreement agree with the settlement costs or, in the alternative, that all parties to this Agreement reject settlement demands and agree to go to trial and share equally in any judgment incurred as a result of the decision to go to trial. However, in the event that a settlement demand is presented to all the Participating Jurisdictions to this Agreement and there is not unanimous consent to pay the settlement, then and only then the following results shall occur:

The Parties shall be free to seek a separate settlement with the claimant and/or plaintiff, which would eliminate the liability of that Party and/or its employees, and, if such separate settlement is reached, that Party would have no responsibility to pay any proportionate amount of any judgment rendered against the Parties and/or their employees which did not settle. A Party making a separate settlement would have no right to seek any reimbursement or contribution for any portion of a settlement which said Party had reached separately with the claimant and/or plaintiff.

F. Cooperation in Defense of Lawsuits. The Parties and their respective defense counsel shall, to the extent reasonably legally possible and consistent with the best interests of their respective clients, cooperate in the defense of any lawsuit arising out of the operations of the Task Force and shall agree, wherever possible, to share non-attorney fee related costs such as record gathering, preparation of trial exhibits, and the retention and payment of expert witnesses.

G. Payment of Judgments. Unless there is an exception as provided in Paragraph E of this Article, it is the intention of the Parties to jointly pay any judgment on a pro-rata one-third basis for any judgment against any Party or its employees for negligence or tortious action arising out of conduct in the course of duties performed as Task Force members or in support of Task Force operations, regardless of what percentage of liability may be attributed to that Party or its employee(s) by way of verdict or judgment, including the costs of any awarded plaintiff's attorneys fees and costs. It is the intent of the Parties to add up the total combined judgment

against any Party or individual for compensatory damages and/or plaintiff's attorneys fees and costs, and to divide said total combined judgment into one-third shares, and each Party would then pay one third of the total combined judgment to satisfy the judgment. Any Party which refused to pay its proportionate one-third share would then be liable to the Parties who paid that Party's share in order to satisfy a judgment, plus any attorney's fees incurred in the collection of said monies from the non-paying Party.

H. NOTHING HEREIN SHALL REQUIRE OR BE INTERPRETED TO:

(1) Waive any defense arising out of Title 51 RCW.

(2) Limit or restrict the ability of any Party or employee to exercise any right, defense, or remedy which a party to a lawsuit may have with respect to claims of third parties, including, but not limited to, any good faith attempts to seek dismissal of legal claims against a Party by any proper means allowed under the civil rules in either state or federal court.

(3) Cover a portion or require proportionate payment of any judgment against any individual or Participating Jurisdiction for intentionally wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages, fines, or sanctions against any individual or Participating Jurisdiction. Payment of punitive damage awards shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her municipal employer, should that employer elect to make said payment voluntarily. This Agreement does not require equal sharing of any punitive damage awards, fines, or sanctions.

I. Pre-Existing Claims or Lawsuits. For purposes of claims or lawsuits which predate this Agreement, or if the occurrence which gave rise to said claim or lawsuit predates this Agreement, it is the intention of the Parties that such claims and lawsuits be handled, processed, and paid as though the terms of this Agreement were in full force and effect at the time of the occurrence which gave rise to the claim or lawsuit.

J. Insurance Coverage. The Parties shall, to the best of their ability and to the extent possible, coordinate their liability insurance coverages and/or self-insured coverages to fully implement and follow the Agreement set forth herein. However, the consent of any liability insurance carrier or self-insured pooling organization is not required to make this Agreement effective as between the Participating Jurisdictions signing this Agreement, and the failure of any insurance carrier or self-insured pooling organization to agree or follow the terms of this provision on liability shall not relieve any individual Party from its obligations under this Agreement.

XV. GENERAL PROVISIONS

A. Survivability. The obligations of the Participating Jurisdictions under all provisions of this Agreement which may reasonably be interpreted or construed as surviving the suspension, completion, termination or expiration of this Agreement shall survive the suspension, completion, termination or expiration of this Agreement.

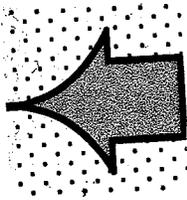
CITY OF LYNNWOOD, WASHINGTON,
a municipal corporation:

BY:

Don Gough 7-21-10
Don Gough, Mayor Date

ATTEST:

Pat Dugan ^{INTERIM}
~~Vicki Heilman, Acting Finance Dir.~~ Date
PAT DUGAN,



Approved as to form:

Rosemary Larson 7/21/10
~~Eric Frimodt, City Attorney~~ Date
ROSEMARY LARSON

Acknowledged by:

Steve Jensen 7/21/10
Steve Jensen, Chief of Police Date

CITY OF MOUNTLAKE TERRACE, WASHINGTON,
a municipal corporation:

BY:

John J. Caulfield, City Manager Date

ATTEST:

Virginia Olsen, City Clerk Date

Approved as to form:

Gregory G. Schrag, City Attorney Date

Acknowledged by:

Greg D. Wilson, Chief of Police Date

CITY OF LYNNWOOD, WASHINGTON,
a municipal corporation:

BY:

ATTEST:

Don Gough, Mayor Date

Vicki Heilman, Acting Finance Dir. Date

Approved as to form:

Eric Frimodt, City Attorney Date

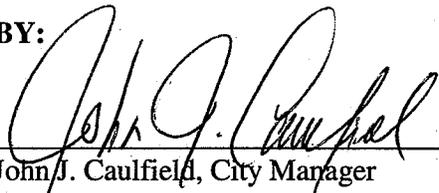
Acknowledged by:

Steve Jensen, Chief of Police Date

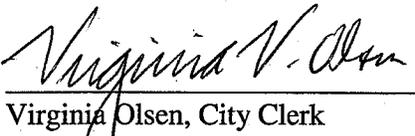
CITY OF MOUNTLAKE TERRACE, WASHINGTON,
a municipal corporation:

BY:

ATTEST:

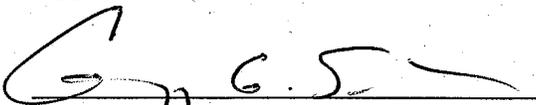


John J. Caulfield, City Manager Date



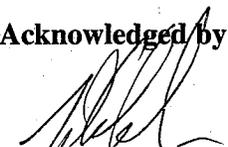
Virginia Olsen, City Clerk Date

Approved as to form:



Gregory G. Schrag, City Attorney Date

Acknowledged by:



Greg D. Wilson, Chief of Police Date