



## **INFORMATIONAL MEMORANDUM**

TO: **Community Services and Safety Committee**

FROM: **Eric Drever, Chief of Police**

BY: **Phi Huynh, Executive Administrator**

CC: **Thomas McLeod**

DATE: **August 28, 2025**

SUBJECT: **Amendment to Valley Narcotics Enforcement Team (VNET) Interlocal Agreement [#09-138](#)**

### **ISSUE**

The Council is being asked to consider and approve an amendment to the [VNET Interlocal Agreement #09-138](#), which was originally approved by Council on 08/17/2009 with one addendum approved by Council on 02/22/2011.

### **BACKGROUND**

The multi-jurisdictional VNET has been in existence for many years. The members of which are Auburn, Federal Way, Kent, Renton and Tukwila. The team works with Drug Enforcement Administration (DEA) on mid to high level narcotic investigations. The team concept has resulted in more effective pooling of personnel, improved utilization of funds, reduced duplication of equipment, improved training, development of specialized expertise, and increased capacity to investigate and enforce narcotic crimes. The team is currently functioning under interlocal [agreement number 09-138](#).

### **DISCUSSION**

The purpose of the amendment is to remove Port of Seattle and City of Seattle from the VNET agreement, as they have previously withdrawn from participation in VNET, as well as other housekeeping revisions as shown in the attached proposed amendment. The amendment has been reviewed and approved by Legal. All other cities participating in VNET have approved the amendment as well.

### **FINANCIAL IMPACT**

No financial impact

### **RECOMMENDATION**

The Council is being asked to approve the amendment at the September 15, 2025 Regular Meeting via the Consent Agenda.

### **ATTACHMENTS**

Addendum to VNET Interlocal Agreement

FIRST AMENDMENT TO THE  
INTERLOCAL COOPERATIVE AGREEMENT FOR THE  
**VALLEY NARCOTICS ENFORCEMENT TEAM**

THIS FIRST AMENDMENT ("First Amendment") TO THE INTERLOCAL COOPERATIVE AGREEMENT FOR THE VALLEY NARCOTICS ENFORCEMENT TEAM ("Agreement") is made between the Cities of Auburn, Federal Way, Kent, Renton, and Tukwila.

**I. RECITALS**

1.1 On February 17, 2017, the parties to the original Agreement formed a multi-jurisdictional team known as the Valley Narcotics Enforcement Team ("VNET"). That Agreement contemplated the future admission or elimination of other jurisdictions as members of VNET, as well as the future alteration of existing Agreement terms (*See, Section IV of the Agreement*). To allow for efficient operation of VNET, the Agreement authorized those changes to be made without prior approval of the legislative bodies of the jurisdictions participating in VNET on the condition that such changes would be effective only through a unanimous vote of VNET's Executive Board (*See, Section XXI of the Agreement*).

1.2 In accordance with Section VII of the Agreement, the Port of Seattle and the City of Seattle have previously withdrawn from participation in VNET, effective December 2016 and September 2023, respectively.

1.3 Additionally, the parties to VNET would like to clarify that the authority delegated to the Fiscal Agent under Section XII of the Agreement, includes the authority to contract as may be necessary for VNET operations, including the authority to execute any lease agreement to secure office space, to accept any grant, or to purchase any equipment, that may be required in support of VNET operations.

1.4 Finally, the parties wish to clarify the jurisdictional authority that exists for VNET operations under the Mutual Aid Act, Ch. 10.93 RCW, and to ratify and affirm any and all acts consistent with the authority of the Agreement and prior to the effective date of this First Amendment.

**II. AMENDMENT**

NOW THEREFORE, in consideration of the mutual intent, desire, and promises of the parties and other good and valuable consideration, the Agreement is amended as follows:

2.1 Section I – Parties. Section I of the Agreement, entitled "Parties", is amended as follows:

**I. PARTIES**

The parties to this Agreement are the cities of Auburn, Federal Way, Kent, Renton, ~~Seattle,~~ and Tukwila, ~~and the Port of Seattle.~~

The Valley Narcotics Enforcement Team is assigned to the Drug Enforcement Administration ("DEA") Task Force.

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2.2 Section II – Authority. Section II of the Agreement, entitled “Authority”, is amended as follows:

**II. AUTHORITY**

This Agreement is entered into pursuant to Chapters 10.93 and 39.34, and ~~53.08~~ of the Revised Code of Washington. Through this Agreement, each member jurisdiction provides to every other member jurisdiction the permission required under the Washington Mutual Aid Peace Officers Powers Act, Ch. 10.93 RCW, for each member jurisdiction’s general authority peace officers to enforce the criminal laws of this state within the primary territorial jurisdiction applicable to any particular VNET operation. Any reporting that may be required under RCW 10.93.030, as currently enacted or later amended, is self-executing as all VNET operations are a cooperative effort that would necessarily include the police agency that has primary territorial jurisdiction.

2.3 Section IV – Formation. Section IV of the Agreement, entitled “Formation”, is amended as follows:

**IV. FORMATION**

There is hereby established a multi-jurisdictional team to be hereafter known as the Valley Narcotics Enforcement Team (“VNET”), the members of which shall be the cities of Auburn, Federal Way, Kent, Renton, ~~Seattle,~~ and Tukwila, ~~and the Port of Seattle.~~ The future admission or elimination of a jurisdiction as a member of VNET may be accomplished by an addendum to this Agreement.

2.4 Section XII – Financial Requirements. Section XII of the Agreement, entitled “Financial Requirements”, is amended as follows:

**XII. FINANCIAL REQUIREMENTS AND CONTRACTING AUTHORITY**

VNET utilizes a Fiscal Agent for all account transactions and accounting. One of the participating jurisdictions will provide the services of the Fiscal Agent as approved by the Board.

The VNET operating budget relies primarily on three funding sources: State and Federal Grants, VNET assets forfeited at the state and federal levels, and funds provided by the participating jurisdictions.

Federal Grant funds are administered by the state and follow the state budget cycle of July 1 through June 30 of the following year. VNET shall request monthly reimbursements of expenses until the awarded amount is exhausted. Once the Federal Grant has been exhausted, forfeited assets will be used to pay expenses for the remainder of the budget cycle.

The Fiscal Agent is further authorized to enter into any contracts required to support VNET operations, subject to the Executive Board's approval of the terms and conditions of those contracts, including grant agreements, lease agreements for office space, or purchase agreements that may be required in accordance with Section XI.

VNET shall prepare a budget each year that estimates the grant funds available, and each participating jurisdiction shall provide VNET with the annual cost to assign an officer and other approved personnel to the unit. A jurisdiction's annual contribution is then divided by 12 and credited towards the monthly salary and benefits of the jurisdiction's participating personnel. All other expenses are paid for by VNET utilizing either Grant funds or forfeited assets. The Board shall agree upon a date each year by which time it will notify the participating jurisdictions of each jurisdictions' expected contribution.

The Fiscal Agent shall perform those reporting obligations on behalf of VNET members as it relates to VNET operations, as required by applicable law.

~~The DEA contribution to VNET includes providing office space, storage space, parking, and phone service at no cost to VNET jurisdictions.~~

2.5 Section XV – Liability, Hold Harmless, and Indemnification. Section XV of the Agreement, entitled "Liability, Hold Harmless, and Indemnification", is amended as follows:

**XV. LIABILITY, HOLD HARMLESS, AND INDEMNIFICATION**

It is the intent of the participating jurisdictions to provide services of VNET without the threat of being subject to liability to one another, and to fully cooperate in the defense of any claims or lawsuits arising out of or connected with VNET actions that are brought against the jurisdictions. To this end, and to the extent allowed by applicable law, the participating jurisdictions agree to equally share responsibility and liability for the acts and omissions of their participating personnel when acting in furtherance of this Agreement. Except as otherwise provided in this Agreement, ~~in~~ the event that an action is brought against any of the participating jurisdictions, each jurisdiction shall be responsible for an equal share of any award for or settlement of claims of damages, fines, fees, or costs, regardless of which jurisdiction or employee the action is taken against or which jurisdiction or employee is ultimately responsible for the conduct. The jurisdictions shall share equally regardless of the number of jurisdictions named in the lawsuit or claim or the number of officers from each jurisdiction named in the lawsuit or claim. This section shall be

subject to the conditions and limitations set forth in subsections A through G below.

- A. Jurisdiction Not Involved in VNET Response. In the event a jurisdiction or its personnel were not involved in the actions, coordination, command, or any other aspect of a VNET response to the incident that gives rise to a claim or lawsuit, and judgment on the claim or lawsuit does not, in any manner, implicate the acts of a particular jurisdiction or its personnel, such jurisdiction shall not be required to share responsibility for the payment of the judgment or award. For purposes of this section, a member agency is deemed to have been involved in a VNET response when any employee from that member agency arrives at a VNET scene.
- B. Intentionally Wrongful Conduct Beyond the Scope of Employment. Nothing herein shall require, or be interpreted to require indemnification or sharing in the payment of any judgment against any VNET personnel for intentionally wrongful conduct that is outside of the scope of employment of any individual, for wrongfully violating VNET directives, or for any judgment of punitive damages against any individual or jurisdiction. Payment of any award for punitive damages shall be the sole responsibility of the jurisdiction that employs the person against whom such award is rendered.
- C. Collective Representation and Defense. The jurisdictions may retain joint legal counsel to collectively represent and defend the jurisdictions in any legal action. Those jurisdictions retaining joint counsel shall share equally the costs of such representation or defense. In the event a jurisdiction does not agree to joint representation, the jurisdiction shall be solely responsible for all attorney fees accrued by its individual representation or defense. Each jurisdiction and its respective defense counsel shall make a good faith attempt to cooperate with other participating jurisdictions by, including but not limited to, providing all documentation requested, and making VNET members available for depositions, discovery, settlement conferences, strategy meetings, and trial.
- D. Removal From Lawsuit. In the event a jurisdiction or employee is successful in withdrawing or removing the jurisdiction or employee from a lawsuit by summary judgment, qualified immunity, or otherwise, the jurisdiction shall nonetheless be required to pay its equal share of

any award for or settlement of the lawsuit; PROVIDED, however, that in the event a jurisdiction or employee is removed from the lawsuit and Subsection A of this section is satisfied, the jurisdiction shall not be required to pay any share of the award or settlement.

- E. Settlement Process. It is the intent of this Agreement that the jurisdictions act in good faith on behalf of each other in conducting settlement negotiations on liability claims or lawsuits so that, whenever possible, all parties agree with the settlement or, in the alternative, agree to proceed to trial. In the event a claim or lawsuit requires the sharing of liability, no individual jurisdiction shall be authorized to enter into a settlement agreement with a claimant or plaintiff unless all jurisdictions agree with the terms of the settlement. Any settlement made by an individual jurisdiction without the agreement of the remaining jurisdictions, when required, shall not relieve the settling jurisdiction from paying an equal share of any final settlement or award.
- F. No Waiver of Title 51 RCW. This section shall not be interpreted to waive any defense arising out of Title 51 RCW.
- G. Insurance. The failure of any insurance carrier or self-insured pooling organization to agree to or follow the terms of this section shall not relieve any individual jurisdiction from its obligations under this Agreement.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

In the event the Consultant refuses tender of defense in any suit or any claim, if that tender was made pursuant to this indemnification clause, and if that refusal is subsequently determined by a court having jurisdiction (or other agreed tribunal) to have been a wrongful refusal on the Consultant's part, then the Consultant shall pay all the City's costs for defense, including all reasonable expert witness fees and reasonable attorneys' fees, plus the City's legal costs and fees incurred because there was a wrongful refusal on the Consultant's part.

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

2.6 Section XIX – Notification of Claims and Lawsuits. Section XIX of the Agreement, entitled “Notification of Claims and Lawsuits”, is amended to remove the notice information for the Port of Seattle and the City of Seattle.

2.7 Remaining Provisions. Except as specifically amended by this First Amendment, all remaining provisions of the Agreement shall remain in full force and effect.

2.8 Ratification. All acts consistent with the authority of the Agreement and prior to the effective date of this First Amendment are hereby ratified and affirmed, and the terms of the Agreement and this First Amendment shall be deemed to have applied.

By signing below, the signor certifies that he or she has the authority to sign this Agreement on behalf of the jurisdiction, and the jurisdiction agrees to the terms of this Agreement.

<b>City of Auburn</b>  _____ Print Name: _____ Its: <u>Mayor</u> Date: _____	<b>City of Auburn</b>  _____ Print Name: _____ Its: <u>City Clerk</u> Date: _____
<b>City of Auburn</b>  _____ Print Name: _____ Its: <u>City Attorney</u> Date: _____	

<b>City of Kent</b>  _____ Print Name: _____ Its: <u>Mayor</u> Date: _____	<b>City of Kent</b>  _____ Print Name: _____ Its: <u>City Clerk</u> Date: _____
<b>City of Kent</b>  _____ Print Name: _____ Its: <u>City Attorney</u> Date: _____	

<b>City of Federal Way</b>  Print Name: _____ Its: <u>City Manager</u> Date: _____	<b>City of Federal Way</b>  Print Name: _____ Its: <u>City Clerk</u> Date: _____
<b>City of Federal Way</b>  Print Name: _____ Its: <u>City Attorney</u> Date: _____	

<b>City of Renton</b>  Print Name: _____ Its: <u>Mayor</u> Date: _____	<b>City of Renton</b>  Print Name: _____ Its: <u>City Clerk</u> Date: _____
<b>City of Renton</b>  Print Name: _____ Its: <u>City Attorney</u> Date: _____	

<b>City of Tukwila</b>  Print Name: _____ Its: <u>Mayor</u> Date: _____	<b>City of Tukwila</b>  Print Name: _____ Its: <u>City Clerk</u> Date: _____
<b>City of Tukwila</b>  Print Name: _____ Its: <u>City Attorney</u> Date: _____	