

**INTERLOCAL AGREEMENT
BETWEEN
CITY OF BELLINGHAM
AND
WASHINGTON STATE GAMBLING COMMISSION
FOR
PROPERTY/EVIDENCE STORAGE**

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into the last date below, by and between the Bellingham Police Department ("BPD"), a municipal agency, and the Washington State Gambling Commission ("Commission"), a state agency. The BPD and Commission are sometimes referred to individually as a "party" or together as the "parties", as follows:

WHEREAS, the parties are public agencies as defined in the Interlocal Cooperation Act (Chapter 39.34 RCW), and they wish to enter into an agreement pursuant to the Interlocal Cooperation Act and the Mutual Aid Peace Officers Powers Act (Chapter 10.93 RCW).

WHEREAS, BPD maintains an evidence room that has in place policies and procedures for the secure collection and preservation of evidence.

WHEREAS, the Commission has agents working in or near the Bellingham area.

WHEREAS, the Commission does not have access to a secure facility for its evidence in or near the Bellingham area.

WHEREAS, the Commission wishes to utilize BPD's evidence room to temporarily store evidence for cases that it is investigating in or near the Bellingham area.

WHEREAS, for the mutual benefit of the parties and to conserve public funds, it is convenient and economical for the Commission to utilize the BPD's evidence room to store the Commission's evidence for cases that it is investigating in or near the Bellingham area until such evidence can be moved to the Commission's secure evidence facility

NOW, THEREFORE, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to authorize the Commission to store evidence at BPD ("Evidence").

2. Administration.

2.1 No separate legal or administrative entity is created by this Agreement.

2.2 For purposes of RCW 39.34.030(4) (a), the administrator of this Agreement shall be the Chief of the BPD.

2.3 The following shall be the parties' authorized representatives and contact persons for administration of this Agreement and any notices required by this Agreement shall be provided to:

BPD: Chief of Police
Bellingham Police Department
505 Grand Avenue.
Bellingham, WA 98226
360-778-8600

Commission: Agent in Charge
Washington State Gambling Commission
4565 7th Avenue S.E.
Lacey, WA 98503
360-486-3440
P.O. Box 42400
Olympia, WA 98504

3. Duration and Termination.

3.1 This Agreement shall become effective upon:

3.1.1 Full execution by the parties; and

3.2. This Agreement shall remain in effect until terminated as provided for herein.

3.3 Either party may terminate the Agreement by giving thirty (30) days written notice thereof to the other party.

3.4 Notice of intent to terminate this Agreement shall be served personally or by certified mail, return receipt requested, postage prepaid. Notice shall be effective starting on the date of the receipt. If service is done by certified mail, receipt shall be deemed to have occurred on the third business day after mailing.

3.5 Upon termination of this Agreement:

3.5.1 The Commission shall immediately, but no later than thirty (30) days after the effective date of termination, retrieve any Evidence maintained at BPD.

3.5.2 If the Commission fails to timely retrieve any Evidence, such Evidence shall be released or disposed by BPD according to its policies and procedures, or as required by this Agreement.

4. Evidence Storage.

4.1 Any Commission agent that wishes to store Evidence at BPD will contact the Major Crimes Sergeant who will maintain custody and impound the evidence. The Agent should remain with the Sergeant until the evidence is secured in the evidence and identification lockers.

4.2 The Commission acknowledges and agrees that it must comply with all BPD policies and procedures for the collection and preservation of evidence, including but not limited to Chapter 803 ("Property and Evidence") of the BPD Manual. BPD will distribute any Commission item out to any Commission agent who requests the item and log that transaction. It shall be the responsibility of the Commission to ensure that only authorized Commission agents are accessing the property. BPD will not open or tamper with any Commission item, unless BPD deems it necessary for unforeseen accounting or safety purposes. If this occurs, BPD will attempt to contact an appropriate authority from the Commission first and will make a log entry noting the action.

4.3 BPD shall maintain, store, inventory, release, or dispose of any Evidence placed at BPD by the Commission according to BPD's policies and procedures, including but not limited to Chapter 803 ("Property and Evidence") of the BPD Manual.

4.4 Any Evidence placed at BPD pursuant to this Agreement shall be maintained or stored by BPD for up to 90 days from the date such Evidence was initially placed at BPD. Thereafter, the Commission shall immediately retrieve such Evidence. However, if BPD determines, in its sole discretion, that any Evidence placed at BPD pursuant to this Agreement shall be released or disposed of prior to the 90 days timeframe stated herein, it shall provide the Commission fourteen (14) calendar days notice that it intends to release or dispose of the Evidence unless it is immediately retrieved by the Commission. If the Commission does not timely retrieve any Evidence as required by this Section, it shall be released or disposed of by BPD according to its policies and procedures.

4.5 The Commission acknowledges and agrees that BPD shall have no obligation to accept any Evidence that the Commission presents to BPD to be placed into BPD's evidence room. The Commission further acknowledges and agrees that it shall not request BPD to maintain or store on its behalf, and BPD has no obligation to accept, maintain or store, the following items:

- 4.5.1 Firearms or ammunition;
- 4.5.2 Controlled Substances or Narcotics as those terms are defined by federal or state law;
- 4.5.3 Perishable goods;
- 4.5.4 Bio-hazard materials, including any container that may contain bio-hazard materials such as syringes; or
- 4.5.5 Cash, including coins or coin collections.

4.6 BPD, in its sole discretion, has the right to reject any Evidence that the Commission requests to be placed at BPD.

5. Financing, Budget and Expenses.

5.1 No separate budget or financing method is created by this Agreement.

6. Property.

6.1 The parties do not anticipate acquiring jointly-owned personal or real property under this Agreement.

6.2 Any personal property of a party used in the performance of this Agreement in the possession of the other party shall be returned to the owner promptly upon completion of each requested task that utilized the property.

7. Maintenance and Audit of Records.

7.1 Each party shall maintain books, records, documents and other materials relevant to its performance under this Agreement.

7.2 These records shall be subject to inspection, review and audit by either party, the Washington State Auditor's Office, or any other entity as required by law.

7.3 Each party shall retain all such books, records, documents and other materials for the longest applicable retention period under federal and Washington law.

8. Legal Relations.

8.1 The parties agree that BPD's relation to the Commission shall be at all times under this Agreement as an independent contractor. Employees of BPD are and will remain employees of BPD. Employees of the Commission are and will remain employees of Commission.

8.2 BPD agrees to defend, indemnify, and hold harmless the Commission and its agents from and against claims, damages, losses, and expenses, excluding attorney's fees and legal costs and expenses, arising out of or resulting from its negligent or intentionally wrongful acts in the performance of this Agreement, except for injuries and damages caused by the actions of the Commission.

8.3 The Commission agrees to defend, indemnify, and hold harmless BPD and its agents from and against claims, damages, losses, and expenses, excluding attorney's fees and legal costs and expenses, arising out of or resulting from its negligent or intentionally wrongful acts in the performance of this Agreement, except for injuries and damages caused by the actions of BPD.

9. Enforcement.

9.1 In the event a dispute arises regarding any matter addressed in or related to this Agreement, the parties agree that before taking any court action or seeking any other legal remedy, the parties' authorized contact persons listed in Section 2.3, or their authorized designees, will participate in a good faith in-person negotiation to resolve any such dispute.

9.2 If any legal action, arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, each party shall pay its own attorney's fees and costs incurred in that action, arbitration or other proceeding.

9.3 The Whatcom County Superior Court shall be the sole and proper venue for any and all court actions brought to enforce or interpret the provisions of this Agreement.

9.4 This Agreement shall be governed exclusively by the laws of the State of Washington.

10. Applicable Laws.

The parties, in performance of the work under this Agreement, shall abide by all applicable local, state and federal laws, regulations, and requirements.

11. Interpretation.

11.1 This Agreement has been submitted to the scrutiny of the parties and their legal counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any party or its legal counsel.

11.2 Nothing contained in this Agreement shall be interpreted or construed to permit the assignment by either party of any rights or obligations in this Agreement and such assignment is expressly prohibited without the prior written consent of the other party.

12. Waiver of Breach.

The waiver by either party of the breach of any provision of this Agreement by the other party must be in writing and shall not operate or be construed as a waiver of any subsequent breach by such other party.

13. Recitals.

The recitals in the preamble to this Agreement are incorporated by this reference and are a part of this Agreement.

14. Severability.

In the event any term, provision, or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, provisions, conditions, or applications of this Agreement which shall be given effect without the invalid term, provision, condition, or application. To this end, the terms, provisions and conditions of this Agreement are declared severable.

15. Posting of the Agreement.

Pursuant to RCW 39.34.040, this Agreement shall be posted and listed by subject on each party's web site prior to its becoming effective.

16. Entire Agreement.

16.1 This Agreement contains all the terms and conditions agreed upon by and between the parties.

16.2 This Agreement may be executed simultaneously or in counterparts each of which shall be deemed an original, but all of which shall be identical and constitute one and the same agreement.


16.3 No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

16.4 Any modification of this Agreement must be in writing and executed by both parties.

16.5 This Agreement shall be binding upon the parties, their successors and assigns.

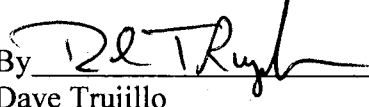
IN WITNESS WHEREOF, the parties hereby have executed this Agreement on the dates below.

BELLINGHAM POLICE DEPARTMENT

By  _____
David Doll
Chief of Police

Date: 12-20-17

WASHINGTON STATE GAMBLING COMMISSION

By  _____
Dave Trujillo
Director
WA State Gambling Commission

Date: 11/1/17

Property and Evidence

803.1 PURPOSE AND SCOPE

This policy provides for the proper collection, storage, and security of evidence and other property. Additionally, this policy provides for the protection of the chain of evidence and those persons authorized to remove and/or destroy property.

803.2 DEFINITIONS

Property - Includes all items of evidence, items taken for safekeeping and found property.

Evidence - Includes items taken or recovered in the course of an investigation that may be used in the prosecution of a case. This includes photographs and latent fingerprints.

Safekeeping - Includes the following types of property:

- Property obtained by the Department for safekeeping such as a firearm.
- Personal property of an arrestee not taken as evidence.
- Property taken for safekeeping under authority of a law.

Found Property - Includes property found by an employee or citizen that has no apparent evidentiary value and where the owner cannot be readily identified or contacted.

803.3 PROPERTY HANDLING

Any employee who first comes into possession of any property, shall retain such property in his/her possession until it is properly tagged and placed in the designated property locker or storage room and the appropriate entry is made in the Longarm Reporting System. Care shall be taken to maintain the chain of custody for all evidence.

Where ownership can be established as to found property with no apparent evidentiary value, such property may be released to the owner without the need for booking. The Longarm property report must be completed to document the release of property not booked.

803.3.1 PROPERTY BOOKING PROCEDURE

All property shall be placed under the control of the Evidence/ID unit prior to the employee going off-duty. Employees booking property shall observe the following guidelines:

- (a) Complete the property form describing each item of property separately, listing all serial numbers, owner's name and other identifying information or markings.
- (b) Complete an evidence/property tag and attach it to each package or envelope in which the property is stored, as shown in the evidence best practices book.
- (c) Place the barcode number in the upper right hand corner of the bag.
- (d) When the property is too large to be placed in a locker, the item may be retained in the green evidence container.

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803.3.2 NARCOTICS AND DANGEROUS DRUGS

All narcotics and dangerous drugs shall be booked separately using a separate property record.

The officer seizing the narcotics and dangerous drugs shall place them in an evidence intake locker.

Safety is always important when handling unknown materials. Guidelines for handling drugs/narcotics change frequently. Check for updated handling procedures in Training Bulletins and in the evidence room's best practices book.

803.3.3 EXPLOSIVES

Officers who encounter a suspected explosive device shall promptly notify their immediate supervisor or the Shift Sergeant. The Hazardous Devices Unit (HDU) will be called to handle explosive-related incidents and will be responsible for the handling, storage, sampling and disposal of all suspected explosives.

Explosives will not be retained in the police facility. Only fireworks that are considered stable and safe and road flares or similar signaling devices may be booked into property. All such items shall be stored in proper containers and in an area designated for storage. HDU is responsible for transporting and destruction of fireworks and any item(s) impounded as a potential explosive device. HDU will do destruction on a regular basis with the assistance of the Evidence and Identification Supervisor.

803.3.4 EXCEPTIONAL HANDLING

Certain property items require a separate process. The following items shall be processed in the described manner:

- (a) Bodily fluids such as blood or semen stains shall be air dried prior to booking.
- (b) All bicycles and bicycle frames require a property record. Property tags will be attached loosely to each bicycle at the handlebar or the bicycle frame as shown in the evidence best practices manual.
- (c) All cash/coin shall be impounded separate from other property. All cash/coin shall be documented on a CASH/COIN IMPOUNDED/FORFEITED accounting form and signed by the impounding officer and one witness. All cash over the amount of \$500.00 shall be witnessed by a Shift Sergeant. The Evidence and Identification Sergeant shall be notified of any cash amount over \$2,500.00 being impounded.

City property, unless connected to a known criminal case, should be released directly to the appropriate City department. No formal booking is required. In cases where no responsible person can be located, the property should be booked for safekeeping in the normal manner.

803.3.5 PROPERTY SUBJECT TO FORFEITURE

Whenever property seized by the Department is subject to forfeiture, specific notification procedures must be followed. It shall be the responsibility of the assigned officer, detective or the Evidence and Identification Specialist to ensure that the following notifications are completed.

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The owner of the property will be notified of the seizure and intended forfeiture of the seized property within 15 days following the seizure. Notification includes any person having any known right or legal interest in the seized property, including any community property interest. The notice of the seizure may be made by any method authorized by law (RCW 10.105.010).

The notification will include the legal reason for the seizure and information regarding how to appeal the pending forfeiture.

Notification procedures for property seized under Asset Forfeiture (RCW 69.50.505) are detailed in Policy 601.

803.3.6 STORAGE OF SURRENDERED FIREARMS

Officers shall accept and store a firearm from any individual who has been ordered by a court under RCW 9.41.800 to surrender the firearm. The officer receiving the firearm shall:

- (a) Record the individual's name, address and telephone number.
- (b) Record the firearm's serial number.
- (c) Record the date that the firearm was accepted for storage.
- (d) Prepare a property receipt form and provide a copy to the individual who surrendered the firearm.

The Evidence and Identification Specialist shall store a firearm accepted pursuant to this policy. The firearm shall be returned to the owner as provided by the court order or any additional court order.

803.4 PACKAGING OF PROPERTY

Certain items require special consideration and shall be booked separately as follows:

- (a) Narcotics and dangerous drugs.
- (b) Firearms (ensure they are unloaded and booked separately from ammunition).
- (c) Property with more than one known owner.
- (d) Fireworks.
- (e) Contraband.

803.4.1 PACKAGING CONTAINER

Employees shall package all property, except narcotics and dangerous drugs in a suitable container available for its size. Syringe tubes and needles will not be impounded, but destroyed in an approved bio-hazard sharps container. The destruction will be documented. Weapons such as firearms and knives shall be impounded as shown in the Evidence Best Practices Manual.

A property tag shall be securely attached to the outside of all items or group of items packaged together.

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803.4.2 PACKAGING NARCOTICS

The officer seizing narcotics and dangerous drugs shall retain such property in his/her possession until it is properly weighed, packaged, tagged, and placed in an evidence intake locker. Prior to packaging and if the quantity allows, a presumptive test should be made on all suspected narcotics. If conducted, the results of this test shall be included in the officer's report.

Narcotics and Dangerous drugs shall be packaged in a white 9x12 envelope or appropriate sized brown paper bag available in the Impound Intake Room. The envelope/bag shall be sealed with red BPD Evidence seal tape. The edges of the Evidence Tape shall have the impounding officer's initials and badge number on one side and the date on the opposite side of the Evidence Tape.

The writing shall be both on the Evidence Tape and on the paper surface.

A completed property tag shall be attached to the upper right of the evidence packaging leaving approximately 1 1/2" to 2" for the Red Evidence Tape.

All drugs/narcotics shall be weighed/counted for quantity and recorded in the property form. The evidence/destruction package shall then be sealed as required and weighed for Total Package Weight (TPW) and this weight recorded in the property form before printing off the evidence tag and attaching the evidence tag to the sealed package. All weights must be done using a certified calibrated scale.

Safety is always important when handling unknown materials. Guidelines for handling drugs/narcotics change frequently. Check for updated handling procedures in Training Bulletins and in the evidence room's best practices book.

803.5 RECORDING OF PROPERTY

The Evidence and Identification Specialist receiving custody of evidence or property shall record where the property will be stored in the Longarm reporting system/Property reporting system.

A property number shall be obtained for each item or group of items. This number shall be recorded on property tag and in the Longarm reporting system/Property reporting system.

Any changes in the location of property held by the Bellingham Police Department shall be noted in the Longarm reporting system/Property reporting system.

803.6 PROPERTY CONTROL

Each time the Evidence and Identification Specialist receives property or releases property to another person, he/she shall enter this information into the Longarm reporting/Property reporting system. Officers desiring property for court shall contact the Evidence and Identification Specialist at least one day prior to the court day.

803.6.1 RESPONSIBILITY OF OTHER PERSONNEL

Every time property is released or received, an appropriate entry in the property disposition shall be completed to maintain the chain of possession. No property or evidence is to be released without first receiving written authorization from a supervisor, detective or prosecutor.

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Request for analysis for all evidence needing analysis shall be completed on the test section of Longarm/Property reporting system and submitted to the Evidence and Identification Specialist. This request may be filled out any time after impounding of the property or evidence.

803.6.2 TRANSFER OF EVIDENCE TO CRIME LABORATORY

The transporting employee will check the evidence out of property, indicating the date and time on the property disposition and the request for laboratory analysis.

The Evidence and Identification Specialist releasing the evidence must complete the required information in the property disposition and the evidence. The lab form(s) (Request for Laboratory Examination or RFLE) will be transported with the property to the examining laboratory. Upon delivering the item involved, the delivering officer will record their signature, delivery time and date on the RFLE at the direction of the Crime Lab employee receiving the evidence. The RFLE will then be signed and dated by the receiving lab employee and a copy given the delivering officer. The original copy of the lab form will remain with the evidence and the copy will be returned to the Evidence and Identification Specialist for filing with the case.

803.6.3 STATUS OF PROPERTY

Each person receiving property will make the appropriate entry to document the chain of evidence. Temporary release of property to officers for investigative purposes, or for court, shall be noted in the property disposition, stating the date, time and to whom released.

The Evidence and Identification Specialist shall obtain the signature of the person to whom property is released, and the reason for release. Any employee receiving property shall be responsible for such property until it is properly returned to impound or properly released to another authorized person or entity. When releasing property to another authorized person or entity, the signature of the receiving person shall be obtained on a release form or chain of custody form provided by the Evidence/ID Unit.

The return of the property should be recorded in the property disposition, indicating date, time, and the person who returned the property.

803.6.4 AUTHORITY TO RELEASE PROPERTY

The Investigation Unit in conjunction with any assigned prosecutor shall authorize the disposition or release of all evidence and property that has come into the care and custody of the Department.

803.6.5 RELEASE OF PROPERTY

The Bellingham Police Department shall make every effort to return personal property that is in the possession of this department when such property is not considered evidence of a crime or is no longer needed as evidence. In such cases, the Evidence and Identification Specialist shall make a reasonable attempt to identify the lawful owner, or legal custodian and provide written notice via US Mail within 15 days after the property is authorized to be released.

If the property remains unclaimed beyond sixty days after the initial written notice to the property owner/legal custodian, or, in the case of property held as evidence, sixty days from the date when

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the case has been finally adjudicated and the property has been released as evidence by order of the court, the Department may (RCW 63.32.010; RCW 63.40.010):

- (a) At any time thereafter sell the property at public auction to the highest and best bidder for cash in the manner provided by RCW 63.32 or RCW 63.40. The disposition of all proceeds from such auctions shall be accounted for and recorded according to law. (RCW 63.32.030).
- (b) Retain the property for the use of the Department subject to giving notice in the manner prescribed in RCW 63.32.020 (or RCW 63.40.020) and the right of the owner, or the owner's legal representative, or legal custodian to reclaim the property within one year after receipt of notice, without compensation for ordinary wear and tear if, in the opinion of the Chief of Police, the property consists of firearms or other items specifically usable in law enforcement work, provided that at the end of each calendar year during which there has been such a retention, the Department shall provide the City's elected body and retain for public inspection a list of such retained items and an estimation of each item's replacement value. At the end of the one-year period any unclaimed firearm shall be disposed of pursuant to RCW 9.41.098(2).
- (c) Destroy an item of personal property at the discretion of the Chief of Police if he/she determines that the following circumstances have occurred:
 1. The property has no substantial commercial value, or the probable cost of sale exceeds the value of the property; and
 2. The item has been unclaimed by any person after notice procedures have been met, as prescribed in this section; and
 3. The Chief of Police has determined that the item is unsafe and unable to be made safe for use by any member of the general public.

If the item is not unsafe or illegal to possess or sell, it may, after satisfying the notice requirements as prescribed in RCW 63.32.020, be offered by the Chief of Police to bona fide dealers, in trade for law enforcement equipment. Such equipment shall be treated as retained property for purpose of annual listing requirements of the RCW. Such items may be destroyed at the discretion of the Chief of Police if he/she believes that it has been, or may be used in a manner that is illegal (RCW 63.32.010).

The Evidence and Identification Specialist shall release the property upon proper identification being presented by the owner for which an authorized release has been received. A signature of the person receiving the property shall be recorded on an electronic signature pad which captures the signature in the Longarm Reporting System/Property Reporting System or on a paper Property Release Form. If using the Property Release Form it shall be turned in to the Evidence and Identification Unit for scanning in the case file

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803.6.6 DISPUTED CLAIMS TO PROPERTY

Occasionally more than one party may claim an interest in property being held by the Department, and the legal rights of the parties cannot be clearly established. Such property shall not be released until one party has obtained a valid court order or other undisputed right to the involved property.

All parties should be advised that their claims are civil and in extreme situations, legal counsel for the Department may wish to file an interpleader to resolve the disputed claim.

803.6.7 CONTROL OF NARCOTICS AND DANGEROUS DRUGS

The Evidence Unit will be responsible for the storage, control, and destruction of all narcotics and dangerous drugs coming into the custody of this department.

803.6.8 PROPERTY DEPICTING A MINOR ENGAGED IN SEXUALLY EXPLICIT CONDUCT

No property or material that depicts a minor engaged in sexually explicit conduct shall be copied, photographed or duplicated. Such material shall remain under the control of this department or the court and shall be made reasonably available for inspection by the parties to a criminal proceeding involving the material with exception of the authorized officer(s), who may need to copy the material for investigative purposes. The defendant may only view these materials while in the presence of his/her attorney or an individual appointed by the court either at this department or a neutral facility as approved by the court (RCW 9.68A.001). Any request for inspecting such material should be brought to the attention of the assigned investigator or an investigation supervisor.

803.7 DISPOSITION OF PROPERTY

All personal property, other than vehicles governed by Chapter 46.52 RCW, not held for evidence in a pending criminal investigation or proceeding, and held for sixty days or longer where the owner has not been located or fails to claim the property, may be disposed of in compliance with existing laws. The Evidence and Identification Specialist shall request a disposition or status on all property which has been held in excess of sixty days, and for which no disposition has been received from a supervisor, detective, prosecutor or the court. (RCW 63.32.010; RCW 63.40.010).

803.7.1 RETURN OF FIREARMS

Prior to the return of a privately owned firearm, the Evidence and Identification Specialist shall ensure confirmation of the following (RCW 9.41.345):

- (a) The individual to whom the firearm is to be returned is the individual from whom the firearm was obtained, an authorized representative of the individual or other person identified by a court order.
- (b) The individual is eligible to possess a firearm pursuant to RCW 9.41.040.
- (c) The firearm is not required to be held in custody or is prohibited from release.
- (d) Twenty-four hours has elapsed from the time the firearm was obtained by law enforcement.
- (e) Notification is made to those family or household members who have requested notification pursuant to established Department protocol. Such notification shall be made within one (1) business day once sections a, b, c, and d of this policy have been met.

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1. Firearms shall be held in custody for 72 hours from the time notification is provided. Upon confirmation that the individual is eligible to possess a firearm and any applicable notifications are complete, the firearm shall be released to the individual or authorized representative upon request without unnecessary delay.

If a firearm cannot be returned because it is required to be held in custody or is otherwise prohibited from release, written notice shall be provided to the individual within five business days of the date the individual requested return of the firearm. The written notice shall include the reason the firearm must remain in custody.

803.8 INSPECTIONS OF THE EVIDENCE ROOM

- (a) On a monthly basis, the supervisor of the evidence custodian shall make an inspection of the evidence storage facilities and practices to ensure adherence to appropriate policies and procedures.
- (b) Unannounced inspections of evidence storage areas shall be conducted annually as directed by the Chief of Police.
- (c) An annual audit of evidence held by the department shall be conducted by a Deputy Chief (as appointed by the Chief of Police) not routinely or directly connected with evidence control.
- (d) Whenever a change is made in the property room manager's position, an inventory of all evidence/property shall be made by an individual(s) not associated to the property room or function to ensure that records are correct and all evidence property is accounted for.

803.8.1 PROPERTY BUREAU SECURITY

Access to the Bellingham Police Department Evidence and Identification Unit is restricted to authorized department personnel only. It shall be the responsibility of the Evidence and Identification Sergeant to control all access to the Evidence and Identification Unit.

The Evidence and Identification Sergeant shall maintain a log of all persons entering the secured area of the Evidence and Identification Unit. Personnel, other than those assigned to the Evidence and Identification Unit, who have legitimate business in the secured area will be required to record their name, date, time and purpose of entry.