

**AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT  
ESTABLISHING THE SNOHOMISH REGIONAL DRUG & GANG TASK FORCE**

This Amendment No. 1 To The Interlocal Agreement Establishing the Snohomish Regional Drug and Gang Task Force, is entered into by and between Snohomish County, a political subdivision of the State of Washington (the "County"), following jurisdictions (hereinafter collectively referred to as the "Participating Jurisdictions"):

City of Arlington	City of Lynnwood
City of Bothell	City of Marysville
City of Brier	City of Mill Creek
City of Darrington	City of Monroe
City of Edmonds	City of Mountlake Terrace
City of Everett	City of Mukilteo
City of Gold Bar	City of Snohomish
City of Granite Falls	City of Stanwood
City of Index	City of Sultan
City of Lake Stevens	Washington State Patrol
City of Lake Forest Park	Snohomish Health District

**WITNESSES THAT:**

WHEREAS, the County and the Participating Jurisdictions entered into an Interlocal Agreement Establishing the Snohomish Regional Drug and Gang Task Force, recorded under Snohomish County Auditor instrument number 201610040684 (the "Agreement"). The original term of the Agreement is July 1, 2016, through September 30, 2017; and

WHEREAS, effective July 1, 2017, the Parties desire to revise certain sections of the Agreement to reflect the assignment of additional investigative personnel and resources.

NOW THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties mutually agree to amend the Interlocal Agreement as follows:

1. Section 1.2 of the Interlocal Agreement is amended to read, in its entirety, as follows:
  - 1.2 The term of this Agreement shall be from July 1, 2016, through December 31, 2017, unless earlier terminated or modified as provided in this Agreement. The Snohomish County Sheriff may extend this Agreement for up to three additional one-year terms by providing written notice to each of the participating jurisdictions along with revised funding contribution rates described in Exhibit C, no later than September 30 of each year. In no event will the funding contribution increase more than 3% per year.

2. Section 2.2 of the Interlocal Agreement is amended to read, in its entirety, as follows:

2.2 The Task Force Executive Board shall be comprised of: one representative from each Participating Agency that contributes at least one full-time employee to the Task Force. Executive Board member votes shall be determined by the number of full-time personnel their agency contributes to the Task Force. As an example; if the Snohomish County Sheriff provides six employees and the City of Lynnwood provides three, Snohomish County has six votes and the City of Lynnwood has three. Additional Executive Board members, with one vote each include: the Snohomish County Prosecuting Attorney, the Everett City Attorney, the Northwest HIDTA Director, and one chief of police from the remaining Participating Jurisdictions chosen by the chiefs of police of the remaining Participating Jurisdictions. Exhibit A details the Participating Agencies that have assigned personnel to the Task Force in 2017. If a Participating Agency that has no personnel assigned to the Task Force, as of the date of this Agreement, assigns full-time personnel to the Task Force, a representative from that agency will be added as an Executive Board member after the full-time personnel has been assigned to the Task Force for three months. The Snohomish County Sheriff shall serve as Chair of the Executive Board. The Task Force Executive Board may adopt bylaws providing for appointment of alternates to attend Executive Board meetings in the absence of members. At such meetings the alternate shall have the same rights as the appointing member. Any action taken by the Task Force Executive Board under this Agreement shall be based on simple majority of votes.

3. Section 2.3 of the Interlocal Agreement is amended to read, in its entirety, as follows:

2.3 Personnel assigned to the Task Force shall be directed in their Task Force duties by the Snohomish County Sheriff's Office (SCSO) through the Task Force Commander. The Task Force Commander will be an employee of Snohomish County for all purposes, and, if not a commissioned law enforcement officer, will hold a special commission for that purpose. Selection of the Task Force Commander will be conducted in accordance with Exhibit E incorporated herein by this reference.

4. Section 3.5 of the Interlocal Agreement is amended to read, in its entirety, as follows:

3.5 Upon termination of the Task Force, all funds remaining in said special account shall be disbursed pro rata to the then-current Participating Jurisdictions in proportion to their total financial contribution to the Task Force for the calendar year prior to termination.

5. A new Section 3.6 is hereby added to the Interlocal Agreement:

3.6 By January 31<sup>st</sup> of each year, each Participating Jurisdiction will submit to the County an estimate of the jurisdiction's anticipated contributions to Task Force for the

current year. Contribution is defined to include, but is not limited to, financial contributions made to the Task Force under this Agreement, personnel costs to be paid directly for investigative staff assigned full time to the Task Force, and Task Force operating costs paid directly by the Participating Jurisdiction.

After the Participating Jurisdiction's estimate is submitted, if the jurisdiction desires to make a contribution that was not included in its estimate, the Participating Jurisdiction must identify the additional contribution in writing and submit it to the Task Force Commander. The Task Force Commander must review proposed contribution(s) and may accept or reject it. Any additional contribution that is not approved by the Task Force Commander is ineligible for inclusion in the final report of contributions.

Within 90 days of the end each calendar year, each Participating Jurisdiction shall submit to the County a final report of its total financial contributions made to support the Task Force for the prior year. Any reported contribution, plus any additional contributions approved by the Task Force Commander, exceeding the estimate by more than 15% will not be included in the allocation rate, unless approved by the Executive Board.

Final reports will be used to establish the allocation rate for each Participating Jurisdiction for the prior year. The allocation rate for each Participating Jurisdiction shall be calculated by dividing the Participating Jurisdiction contributions by the total of all participating jurisdictions' contributions. An example follows:

$$\text{Allocation rate for Agency A} = \frac{\text{Agency A reported contribution}}{\text{Total of all reported contributions}}$$

The allocation rate for each Participating Jurisdiction shall be multiplied by the amount of excess fund balance, described in Section 5.3 to determine the amount of proceeds to be distributed to each Participating Jurisdiction. Any Participating Jurisdiction entitled to receive an amount less than \$1,000 agrees that the administrative burden of tracking that asset forfeiture funding exceeds the value of receipt and therefore any distributions below the threshold will not be distributed, but rather will be retained and reinvested in Task Force operations.

6. Section 5.3 of the Interlocal Agreement is amended to read, in its entirety, as follows:

5.3 A portion of the net monetary proceeds of each asset forfeiture made by the Task Force shall be distributed to the involved investigating agencies commensurate with their participation as determined by prior agreement between the Task Force Commander and said agencies, or in the absence of such agreement, by the Task Force Executive Board, prior to dedication of the remaining proceeds to the Task Force as specified in section 3.4.

At the end of each calendar year, the amount of net monetary proceeds of asset forfeiture shall be calculated. For purposes of this section, the term "net monetary proceeds" means cash proceeds realized from real or personal property forfeited during the term of this agreement that is not retained for use by the Task Force after deducting all costs and expenses incurred in its acquisition, including but not limited to the cost of satisfying any bona fide security interest to which the property may be subject at the time of seizure, the cost of sale, reasonable fees or commissions paid to independent selling agencies, amounts paid to satisfy a landlord's claim for damages, or the amount of proceeds (typically ten percent) payable to the State of Washington under RCW 69.50.505(9) or similar law.

From the net monetary proceeds, the operating expenditures of the Task Force for the fiscal year shall be deducted, leaving the remaining fund balance. From the remaining fund balance, the Task Force will retain an amount equal to twenty percent (20%) of the Task Force's next fiscal year estimated operating budget to ensure adequate cash flow and reserves. Any excess fund balance shall be distributed to Participating Jurisdictions on a pro rata basis based on their percentage of financial contribution to the Task Force for the prior calendar year.

6. Section 5.6 of the Interlocal Agreement is deleted in its entirety.

7. Section 6.5 of the Interlocal Agreement is amended to read in its entirety:

Upon termination of the Task Force, the Task Force Executive Board shall dispose of all acquired equipment in accordance with applicable federal, state and county requirements. All real or personal property of the Task Force will by majority vote of the Board be: 1) liquidated and disbursed pro rata to the then-current Participating Jurisdictions in proportion to their contribution to the Task Force for the calendar year prior to termination, or 2) transferred to any multi-jurisdictional Task Force in place within Snohomish County.

8. Effective January 1, 2017, Exhibit E "Commander Selection" shall be added to the Interlocal Agreement, attached to this Amendment No.1, and hereby incorporated by reference.

9. Exhibit A is removed and replaced its entirety with Amendment No.1 Exhibit A, attached hereto and incorporated by reference. Amendment No. 1 Exhibit A reflects newly assigned full-time investigative staff from the Cities of Edmonds and Lynnwood.

10. Exhibit C is removed and replaced its entirety with Amendment No.1 Exhibit C, attached hereto and incorporated by reference. Amendment No. 1 Exhibit C includes the financial contribution from October 1, 2017 through December 31, 2017.

11. Exhibit D is removed and replaced its entirety with Amendment No.1 Exhibit D, attached hereto and incorporated by reference. Amendment No. 1 Exhibit D reflects the revised Organizational Chart.
12. Except as expressly provided in this Amendment No.1, all of the terms and conditions of the Interlocal Agreement are ratified and affirmed and remain in full force and effect.
13. This Amendment No 1 may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

In witness whereof, the parties hereby execute this Amendment No. 1 to the Interlocal Agreement.

**SNOHOMISH COUNTY:**

\_\_\_\_\_  
County Executive

Approved as to Form:

\_\_\_\_\_  
Deputy Prosecuting Attorney

**EXHIBIT A**

**Snohomish Regional Drug & Gang Task Force**

Personnel Assigned by Jurisdiction  
July 1, 2016 through December 31, 2017

**EVERETT POLICE DEPARTMENT**

1 Lieutenant  
1 Sergeant  
1 Detective  
1 Detective  
1 Detective  
1 Detective  
1 Detective  
1 Detective  
1 Detective  
1 Support Personnel

**FUNDING**

Everett PD  
Everett PD  
Everett PD  
Everett PD  
Everett PD  
Everett PD  
Everett PD  
Everett PD  
Everett PD  
Everett PD

*VACANT*

**SNOHOMISH COUNTY SHERIFF'S OFFICE**

1 Task Force Commander  
1 Lieutenant  
1 Sergeant  
1 Sergeant  
1 Detective  
1 Detective  
1 Detective  
1 Detective  
1 Detective  
1 Detective  
1 Detective  
1 Information Deputy  
1 K9 Detective  
1 Support Staff

**FUNDING**

Justice Assistance Grant  
Snohomish County Sheriff  
Justice Assistance Grant  
Snohomish County Sheriff  
Snohomish County Sheriff  
Snohomish County Sheriff  
Snohomish County Sheriff  
Snohomish County Sheriff  
Snohomish County Sheriff  
Snohomish County Sheriff  
Snohomish County Sheriff  
Snohomish County Sheriff  
Snohomish County Sheriff  
Snohomish County Sheriff

*VACANT*

**EDMONDS POLICE DEPARTMENT**

1 Detective

Edmonds PD

**LYNNWOOD POLICE DEPARTMENT**

1 Sergeant  
1 Detective  
1 Detective

Lynnwood PD  
Lynnwood PD  
Lynnwood PD

**MOUNTLAKE TERRACE POLICE DEPARTMENT**

1 Detective

Mountlake Terrace PD

*VACANT*

**SNOHOMISH COUNTY PROSECUTOR'S OFFICE**

1 Deputy Prosecutor  
1 Support Staff

**FUNDING**

Seizure Funding  
Seizure Funding

STATE OF WASHINGTON

1 Detective  
1 Agent

FUNDING

Washington State Patrol  
Department of Corrections

WA STATE GAMBLING COMMISSION

1 Agent

FUNDING

Washington State

*VACANT*

NATIONAL GUARD

1 Intelligence Analyst

FUNDING

Washington National Guard

*VACANT*

BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES

1 Agent

FUNDING

ATF

*VACANT*

DRUG ENFORCEMENT AGENCY

1 Agent

FUNDING

Drug Enforcement Agency

INTERNAL REVENUE SERVICE

1 Agent

FUNDING

Internal Revenue Service

*VACANT*

ICE / H.S.I.

1 Agent

FUNDING

Immigration And Customs Enforcement

NAVAL CRIMINAL INTELLIGENCE SERVICE

1 Agent

FUNDING

NCIS

*VACANT*

FEDERAL BUREAU OF INVESTIGATIONS

1 Agent  
1 Agent

FUNDING

FBI  
FBI

## EXHIBIT C

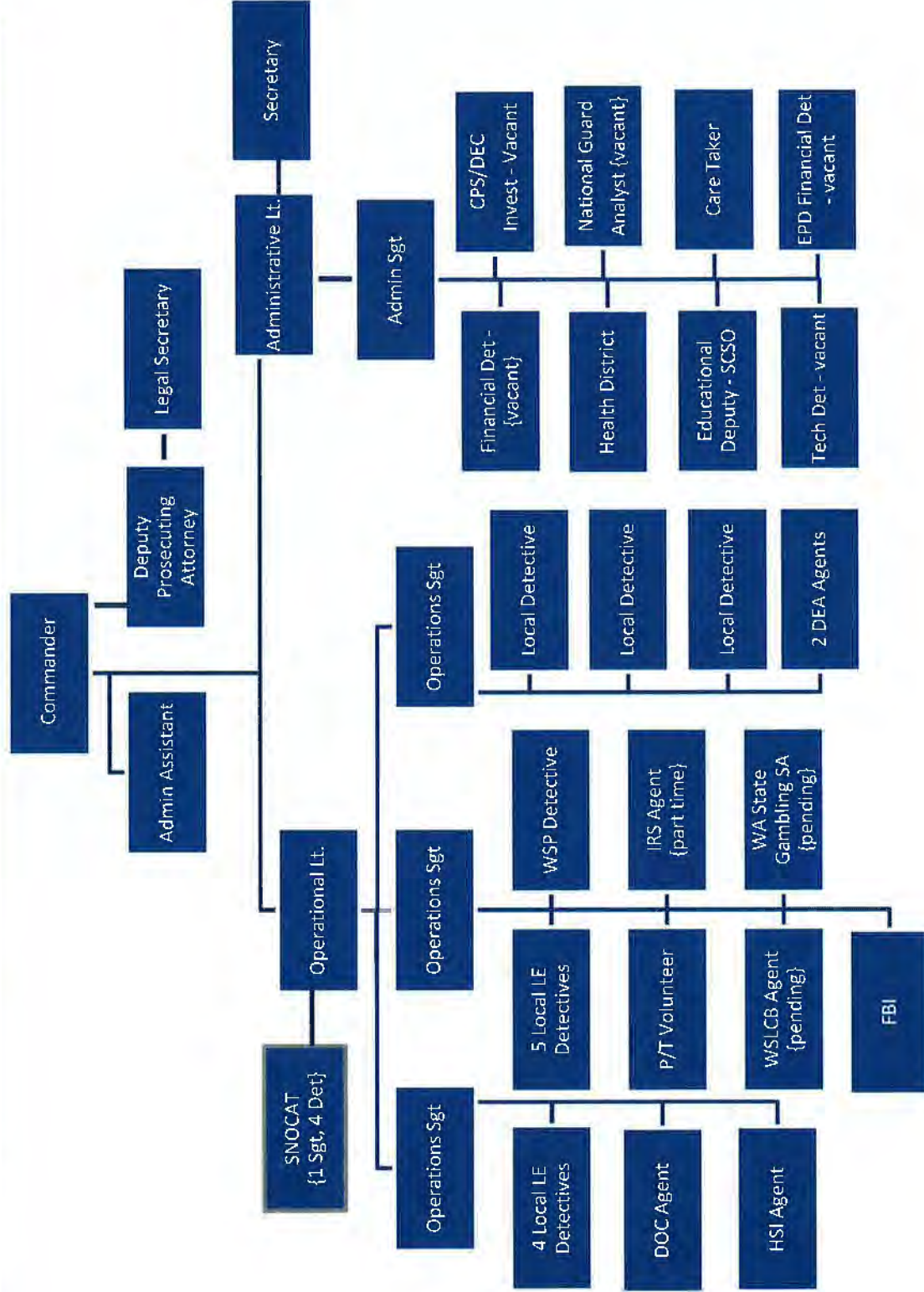
### Snohomish Regional Drug & Gang Task Force

Local Contributions for July 1, 2016 through December 31, 2017

JURISDICTION	POPULATION	2016 BRIDGE AMOUNT	OCT 2016- SEPT 2017 AMOUNT	OCT 2017- DEC 2017 AMOUNT	CONTRACT GRAND TOTAL
Arlington	18,490	\$ 1,230	\$ 4,918	\$ 1,230	\$ 7,378
Bothell	17,230	\$ 1,146	\$ 4,583	\$ 1,146	\$ 6,875
Brier	6,500	\$ 432	\$ 1,729	\$ 432	\$ 2,593
Darrington	1,350	\$ 90	\$ 359	\$ 90	\$ 539
Edmonds	40,490	\$ 2,693	\$ 10,770	\$ 2,693	\$ 16,156
Everett	105,800	\$ 7,036	\$ 28,142	\$ 7,036	\$ 42,214
Gold Bar	2,115	\$ 141	\$ 563	\$ 141	\$ 845
Granite Falls	3,390	\$ 226	\$ 902	\$ 226	\$ 1,354
Index	160	\$ 11	\$ 43	\$ 11	\$ 65
Lake Stevens	29,900	\$ 1,988	\$ 7,953	\$ 1,988	\$ 11,929
Lake Forest Park	-	\$ -	\$ -	\$ -	\$ -
Lynnwood	36,420	\$ 2,422	\$ 9,687	\$ 2,422	\$ 14,531
Marysville	64,140	\$ 4,265	\$ 17,061	\$ 4,265	\$ 25,591
Mill Creek	19,760	\$ 1,314	\$ 5,256	\$ 1,314	\$ 7,884
Monroe	17,620	\$ 1,172	\$ 4,687	\$ 1,172	\$ 7,031
Mountlake Terrace	21,090	\$ 1,403	\$ 5,610	\$ 1,403	\$ 8,416
Mukilteo	20,900	\$ 1,390	\$ 5,559	\$ 1,390	\$ 8,339
Snohomish	9,385	\$ 624	\$ 2,496	\$ 624	\$ 3,744
Snohomish County	330,260	\$ 21,962	\$ 87,847	\$ 21,962	\$ 131,771
Stanwood	6,585	\$ 438	\$ 1,752	\$ 438	\$ 2,628
Sultan	4,680	\$ 311	\$ 1,245	\$ 311	\$ 1,867
DSHS, CPS	-	\$ -	\$ -	\$ -	-
Snohomish Health District	-	\$ -	\$ -	\$ -	-
Washington State Patrol	-	\$ -	\$ -	\$ -	-
<b>PARTICIPATING JURISDICTIONS'</b>		<b>\$ 50,294</b>	<b>\$ 201,162</b>	<b>\$ 50,294</b>	<b>\$ 301,750</b>
<b>TOTALS:</b>					

## SRDGTF Executive Board

Chief of Everett (Asst Chair), Chief of Mountlake Terrace, Snohomish County Sheriff (Chair), Snohomish County Prosecutor,  
City of Everett Prosecutor, SRDGTF Commander



## **EXHIBIT E**

### **Snohomish Regional Drug & Gang Task Force**

#### **Commander Selection**

To fill the position of Snohomish Regional Drug and Gang Task Force Commander, the Executive Board will propose three recommended candidates to the County Sheriff. Candidates must demonstrate a strong leadership skill set, the ability to build consensus, and direct the efforts of a multi-agency team to achieve established goals. He or she must be responsive to the needs and direction of the Executive Board. The Sheriff will make the selection from the three recommended candidates. The Drug Task Force Commander will report to and take direction from the Executive Board and the Sheriff. The position of Drug Task Force Commander is an "At Will" employee.

The Task Force Commander will serve for 4 years with a year by year extension thereafter. Extensions will be based on meeting the performance objectives set by the Sheriff and Executive Board, and may be granted by the Sheriff after consultation with the Executive Board.

**ATTEST:**

**APPROVED AT THE DIRECTION OF THE PARTICIPATING JURISDICTION:**

Barbara Tolbert  
Title Mayor

Dated 9-18-17  
Jurisdiction of City of Arlington

**ATTEST:**

Kirstin Baufeld  
Jurisdiction Clerk

Dated 9/18/17

**APPROVED AS TO FORM:**

[Signature]  
Jurisdiction Attorney

Dated 9/21/17

**INTERLOCAL AGREEMENT ESTABLISHING  
SNOHOMISH REGIONAL DRUG & GANG TASK FORCE**

This Interlocal Agreement Establishing the Snohomish Regional Drug & Gang Task Force (“Agreement”), is entered into by and among Snohomish County, a political subdivision of the State of Washington, and the following jurisdictions (hereinafter collectively referred to as the “Participating Jurisdictions”):

City of Arlington	City of Mill Creek
City of Bothell	City of Monroe
City of Brier	City of Mountlake Terrace
City of Darrington	City of Mukilteo
City of Edmonds	City of Snohomish
City of Everett	City of Stanwood
City of Gold Bar	City of Sultan
City of Granite Falls	DSHS, Child Protective Services
City of Index	Washington State Patrol
City of Lake Stevens	Snohomish Health District
City of Lake Forest Park	
City of Lynnwood	
City of Marysville	

**WITNESSES THAT:**

WHEREAS, the State of Washington Department of Commerce (hereinafter "Commerce"), has received funds from the U.S. Department of Justice under authority of the Anti-Drug Abuse Act of 1988 to provide grants to local units of government for drug law enforcement; and

WHEREAS, eligible applicants include cities, counties and Indian tribes; and

WHEREAS, chapter 39.34 RCW permits one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking that each public agency is authorized by law to perform; and

WHEREAS, Snohomish County and Commerce have entered into a Narcotics Control Grant Contract (hereinafter "Grant Contract") whereby Snohomish County will use specified grant funds solely for a regional task force project consistent with the task force grant application submitted to Commerce on or before July 1, 2016, upon which the Grant Contract is based (by this reference both the Grant Contract and the grant application are incorporated in this agreement as though set forth fully herein); and

WHEREAS, the Participating Jurisdictions recognize the above-mentioned Grant Contract between Commerce and Snohomish County; and

WHEREAS, the Participating Jurisdictions desire to participate as members of the multi-jurisdictional task force with Snohomish County administering task force project grants on their behalf; and

WHEREAS, the Participating Jurisdictions desire to enter into an agreement with Snohomish County to enable Snohomish County to continue to be the receiver of any grant funds related to the task force project; and

WHEREAS, each of the Participating Jurisdictions represented herein is authorized to perform each service contemplated for it herein;

**NOW, THEREFORE**, in consideration of covenants, conditions, performances and promises hereinafter contained, the parties hereto agree as follows:

## **1.0 TASK FORCE CONTINUATION, TERM, AND PURPOSE**

- 1.1 The countywide multi-jurisdictional task force, composed of law enforcement, prosecutor, and support personnel, known as the Snohomish Regional Drug & Gang Task Force (hereinafter "Task Force"), was created pursuant to the Interlocal Agreement Among Participating Jurisdictions dated January 18, 1988. The Task Force has operated on a continuous basis since that time under a series of interlocal agreements, the most recent effective from July 1, 2015, through June 30, 2016. This Agreement shall serve to continue the operation of the Task Force.
- 1.2 The term of this Agreement shall be from July 1, 2016, through September 30, 2017, unless earlier terminated or modified as provided in this Agreement.
- 1.3 The purpose of the Task Force is to formally structure and jointly coordinate selected law enforcement activities, resources, and functions in order to disrupt illegal drug trafficking systems and to remove traffickers through a cooperative program of investigation, prosecution, and asset forfeiture. The parties do not intend that this Agreement create a separate legal entity subject to suit.
- 1.4 The Task Force agrees to perform the statement of work indicated in the Task Force Abstract set forth in the application for funding between Commerce and Snohomish County. Therefore each Participating Jurisdiction adopts the following Task Force goals:
  - Reduce the number of drug traffickers and gang members in the communities of Snohomish County through the professional investigation, apprehension and conviction.
  - Efficiently attack, disrupt and prosecute individual and organized mid to upper level drug traffickers and street gang members who do not recognize jurisdictional boundaries or limitations, and by doing so, impact drug trafficking organizations previously impregnable.

- Enhance drug enforcement cooperation and coordination through multi-agency investigations, training of local jurisdictions and the sharing of resources and information.
  - To address these issues with the foremost consideration of safety for both law enforcement and the community.
- 1.5 The Task Force will follow a management system for the shared coordination and direction of personnel as well as financial, equipment and technical resources as stated in this Agreement.
- 1.6 The Task Force will implement operations, including:
- a. Development of intelligence
  - b. Target identification
  - c. Investigation
  - d. Arrest of Suspects
  - e. Successful prosecution of offenders, and
  - f. Asset forfeiture/disposition
- 1.7 The Task Force shall evaluate and report on Task Force performance to Commerce as required in the Grant Contract.

## **2.0 ORGANIZATION**

- 2.1 Exhibit “D”, incorporated herein by this reference, sets forth the organization of the Task Force.
- 2.2 The Task Force Executive Board shall be comprised of the Snohomish County Prosecuting Attorney, the Snohomish County Sheriff, the Everett Police Chief, the Everett City Attorney, and one (1) chief of police from the remaining Participating Jurisdictions chosen by the chiefs of police of the remaining Participating Jurisdictions. The Snohomish County Sheriff shall serve as Chair of the Executive Board. The Task Force Executive Board may adopt bylaws providing for appointment of alternates to attend Executive Board meetings in the absence of members. At such meetings the alternate shall have the same

rights as the appointing member. Any action taken by the Task Force Executive Board under this Agreement shall be based on a majority vote.

- 2.3 Personnel assigned to the Task Force shall be directed in their Task Force duties by the Snohomish County Sheriff's Office (SCSO) through the Task Force Commander. The Task Force Commander will be an employee of Snohomish County for all purposes and, if not a regular SCSO deputy, will hold a special commission for that purpose.
- 2.4 Exhibit "A", incorporated herein by this reference, sets forth the personnel currently assigned to the Task Force by each Participating Jurisdiction. Nothing in this Agreement shall restrict the ability of the Snohomish County Prosecuting Attorney, Snohomish County Sheriff, Everett Police Chief, or chief law enforcement officer of any Participating Jurisdiction to reassign personnel now or later assigned to the Task Force.
- 2.5 Participating Jurisdiction Employees: Personnel assigned to the Task Force by Participating Jurisdiction shall be considered employees of that Participating Jurisdiction. All rights, duties, and obligations of the employer and the employee shall remain with that individual jurisdiction. Each Participating Jurisdiction shall be responsible for ensuring compliance with all applicable laws, collective bargaining agreements, and/or civil service rules and regulations, with regard to its employees.

### **3.0 FINANCING**

- 3.1 Exhibit "B", incorporated herein by reference, sets forth the estimated Task Force Grant Contract budget. Participating Jurisdictions agree to provide funds that in the aggregate will allow for at least a one-third match of the funds awarded under the Grant Contract ("Local Match").
- 3.2 Exhibit "C", incorporated herein by reference, sets forth the Local Match breakdown for the period from July 1, 2016, to September 30, 2017. Although State and/or Federal Grant funds may vary from the amount initially requested,

each Participating Jurisdiction agrees to provide funding that is no less than the amount indicated in Exhibit “C”, and to pay its funding share to Snohomish County as administrator of Task Force funds promptly upon request.

- 3.3 As required by the Grant Contract, each Participating Jurisdiction agrees that the funding it contributes shall be provided in addition to that currently appropriated to narcotics enforcement activities and that no Task Force activity will supplant or replace any existing narcotic enforcement activities.
- 3.4 Except as modified by section 5.3 below, all revenues collected or generated by or for the Task Force shall be forwarded to the Snohomish County Treasurer and placed in a designated special account for the purpose of supporting Task Force operations, and all real or personal property of the Task Force will be held in Snohomish County’s name for the benefit of the Task Force.
- 3.5 Upon termination of the Task Force, all funds remaining in said special account shall be disbursed pro rata to the then-current Participating Jurisdictions in proportion to the percentage of their most recent contribution to the Local Match indicated in Exhibit “C”.

#### **4.0 GENERAL ADMINISTRATION**

- 4.1 Snohomish County agrees to provide Commerce with the necessary documentation to receive grant funds.
- 4.2 By executing this Agreement, each Participating Jurisdiction agrees to make any certified assurances required by the Grant Contract that are within its particular control, and agrees to make all its records related to the Task Force available for inspection consistent with the Grant Contract.
- 4.3 All Task Force contracts and agreements executed on behalf of Participating Jurisdictions under this Agreement must first be approved on motion of the Task Force Executive Board. By executing this Agreement, each Participating Jurisdiction agrees that, for the purpose of administering the assets and

resources available to the Task Force, Snohomish County is hereby granted the authority to execute on behalf of the Participating Jurisdictions all agreements and contracts signed as approved by the Task Force Executive Board, by and through its Chair, including but not limited to all contracts for professional services. Agreements and contracts executed in this manner shall have the same legal effect as if they were executed by each Participating Jurisdiction. No such agreement or contract may impose or waive liability with respect to a Participating Jurisdiction in a manner that is inconsistent with the hold harmless provision in section 10.0 of this Agreement.

- 4.4 Any dispute arising under this Agreement will be forwarded to the Task Force Executive Board for arbitration. The determination made by the Executive Board shall be final and conclusive as between the parties. This provision shall not apply to issues of indemnity and liability governed by the hold harmless provision in section 10.0 of this Agreement.

## **5.0 ASSET FORFEITURE**

- 5.1 The Participating Jurisdictions shall refer all potential asset forfeitures initiated or investigated by officers assigned to the Task Force during the pendency of this Agreement to the Task Force for disposition at the discretion of the Task Force Executive Board or prosecuting authority (Prosecuting Attorney or United States Attorney). Any such referred asset forfeiture that is pursued in state court will be prosecuted in the name of Snohomish County on behalf of the Task Force and its Participating Jurisdictions.
- 5.2 The Task Force Commander, under the direction of the Task Force Executive Board, shall manage the acquisition and disposition of assets seized or forfeited as a result of this Agreement in compliance with law and Task Force procedures.
- 5.3 A portion of the net monetary proceeds of each asset forfeiture made by the Task Force shall be distributed to the involved investigating agencies

commensurate with their participation as determined by prior agreement between the Task Force Commander and said agencies, or in the absence of such agreement, by the Task Force Executive Board, prior to dedication of the remaining proceeds to the Task Force as specified in section 3.4. As long as the personnel assignments stated in Exhibit "A" remain unchanged, distributions to Snohomish County and the City of Everett under this subparagraph shall be 40 percent each of the net monetary proceeds remaining after distributions under this subparagraph to Participating Jurisdictions other than Snohomish County and the City of Everett. If assignments change from those stated in Exhibit "A", the Task Force Executive Board may modify the relative percentage allocations to Snohomish County and the City of Everett on a case-by-case or permanent basis. For purposes of this subparagraph, the term "net monetary proceeds" means cash proceeds realized from property forfeited during the term of this Agreement that is not retained for use by the Task Force after deducting all costs and expenses incurred in its acquisition, including but not limited to the cost of satisfying any bona fide security interest to which the property may be subject at the time of seizure, the cost of sale in the case of sold property (including reasonable fees or commissions paid to independent selling agencies), amounts paid to satisfy a landlord's claim for damages, and the amount of proceeds (typically ten percent) payable to the State of Washington under RCW 69.50.505(9) or similar law.

- 5.4 The Task Force may retain funds in an amount up to \$250,000.00 from the net proceeds of vehicle seizures for the purchase of Task Force vehicles and related fleet costs.
- 5.5 Any Participating Jurisdiction receiving a distribution of assets forfeited under RCW 69.50.505 shall use such assets in accordance with RCW 69.50.505(10), which limits use to the expansion and improvement of controlled substances related law enforcement activity and prohibits use to supplant preexisting funding sources.

- 5.6 Upon termination of the Task Force, the Task Force Executive Board shall dispose of the Task Force's interest in assets seized or forfeited as a result of this Agreement in accordance with applicable federal, state and county requirements, and shall distribute proceeds in accordance with sections 5.3 and 3.5.

## **6.0 ACQUISITION AND USE OF EQUIPMENT**

- 6.1 For purposes of this Agreement, the term "Equipment" shall refer to all personal property used by the Task Force in performing its purpose and function, including but not limited to: materials, tools, machinery, equipment, vehicles, supplies, and facilities.
- 6.2 In the event that any Equipment is acquired with grant funds, the Participating Jurisdictions agree that the Task Force will use that equipment only for specified law enforcement purposes for the term of the grant.
- 6.3 Personnel assigned to the Task Force may use Equipment that is provided or acquired for Task Force purposes as directed by the Task Force Commander.
- 6.4 Upon termination of the Task Force, any Equipment provided to the Task Force by a Participating Jurisdiction will be returned to that jurisdiction.
- 6.5 Upon termination of the Task Force, the Task Force Executive Board shall dispose of all acquired equipment in accordance with applicable federal, state and county requirements, and shall distribute proceeds in accordance with section 3.5.

## **7.0 MODIFICATION**

Participating Jurisdictions reserve the right to amend this Agreement in the future from time to time as may be mutually agreed upon. No such amendment shall be effective unless written and signed by all then-contributing jurisdictions with the same formality as this Agreement.

## **8.0 NONDISCRIMINATION PROVISION**

There shall be no discrimination against any employee who is paid by the grant funds or against any applicant for such employment because of race, color, religion, handicap, marital status, political affiliation, sex, age, or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training.

## **9.0 TERMINATION OF AGREEMENT**

9.1 Notwithstanding any provisions of this Agreement, any party may withdraw from the Agreement as it pertains to it by providing written notice of such withdrawal to all other parties, specifying the effective date thereof at least thirty (30) days prior to such date. A withdrawing party may take with it any Equipment it has provided to the Task Force, and shall be entitled to distributions under section 5.3 of this Agreement with respect to asset forfeitures initiated before the effective date of withdrawal.

9.2 If there is a reduction in funds by the source of those funds, and if such funds are the basis of this Agreement, Snohomish County may unilaterally terminate all or part of the Agreement, or may reduce its scope of work and budget.

## **10.0 HOLD HARMLESS**

Each party hereto agrees to save, indemnify, defend and hold the other parties harmless from any allegations, complaints, or claims of wrongful and/or negligent acts or omissions, by said party and/or its officers, agents, or employees to the fullest extent allowed by law. In the case of allegations, complaints, or claims against more than one party, any damages allowed shall be levied in proportion to the percentage of fault attributable to each party, and each party shall have the right to seek contribution from each of the other parties in proportion to the percentage of fault attributable to each of the other parties. Moreover, the parties agree to cooperate and jointly defend

any such matter to the extent allowed by law. An agency that has withdrawn assumes no responsibility for the actions of the remaining members arising after the date of withdrawal, but shall remain liable for claims of loss or liability arising prior to the effective date of withdrawal.

#### **11.0 GOVERNING LAW AND VENUE**

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington without reference to choice of law principles, and venue of any suit between the parties arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.

#### **12.0 INTEGRATION**

With the exception of necessary operational agreements between law enforcement agencies of the Participating Jurisdictions and agreements pursuant to section 5.3 hereof, this Agreement constitutes the whole and entire agreement among those parties as to the Task Force and no other understandings, oral, or otherwise, regarding the Task Force shall be deemed to exist or bind the parties.

#### **13.0 EXECUTION OF MULTIPLE ORIGINAL COUNTERPARTS**

This Agreement may be reproduced in any number of original counterparts. Each party need sign only one counterpart and when the signature pages are all assembled with one original counterpart, that compilation constitutes a fully executed and effective agreement among all the Participating Jurisdictions. In the event that fewer than all named parties execute this Agreement, the Agreement, once filed as specified in section 15.0, shall be effective as between the parties that have executed the Agreement to the same extent as if no other parties had been named.

**14.0 SEVERABILITY**

If any part of this Agreement is unenforceable for any reason the remainder of the Agreement shall remain in full force and effect.

**15.0 POSTING/RECORDING**

This Agreement will be filed with the Snohomish County Auditor or posted on the County's or Participating Jurisdiction's interlocal agreements webpage, in compliance with RCW 39.34.040.

In witness whereof, the parties have executed this Agreement.

THE COUNTY:

Snohomish County, a political subdivision  
of the State of Washington

By *Susan K. Neely*  
Name: SUSAN NEELY 9/29/14  
Title: Executive Director

Approved as to Form:

*Andrew M. Downy* 7/8/16  
Deputy Prosecuting Attorney

COUNCIL USE ONLY  
Approved: 9-28-16  
Docfile: D-6

**ATTEST:**

**APPROVED AT THE DIRECTION OF THE PARTICIPATING JURISDICTION:**

Barbara Tolbert  
Title Mayor

Dated 8-15-16  
Jurisdiction of City of Arlington

**ATTEST:**

Kristin Banfield  
Jurisdiction Clerk

Dated 8/15/16

**APPROVED AS TO FORM:**

[Signature]  
Jurisdiction Attorney

Dated 8/16/16

**ATTEST:**

**APPROVED AT THE DIRECTION OF THE PARTICIPATING JURISDICTION:**

  
\_\_\_\_\_

Title MAYOR

Dated 7/26/16

Jurisdiction of City of Brier

**ATTEST:**

  
\_\_\_\_\_

Jurisdiction Clerk

Dated 7/26/16

**APPROVED AS TO FORM:**

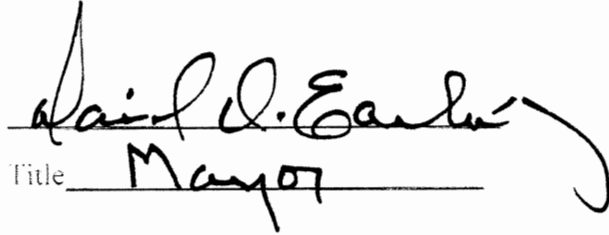


\_\_\_\_\_  
Jurisdiction Attorney

Dated \_\_\_\_\_

ATTEST:

APPROVED AT THE DIRECTION OF THE PARTICIPATING JURISDICTION:

  
Title Mayor

Dated 8.4.16

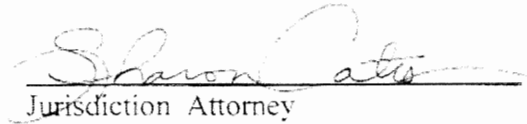
Jurisdiction of Edmond

ATTEST:

  
Jurisdiction Clerk

Dated 8-4-16

APPROVED AS TO FORM:

  
Jurisdiction Attorney

Dated \_\_\_\_\_

**ATTEST:**

**APPROVED AT THE DIRECTION OF THE PARTICIPATING JURISDICTION:**

Lee Hooks

Title MAYOR

Dated 8/2/14

Jurisdiction of City of Gold Bar

**ATTEST:**

[Signature]

Jurisdiction Clerk

Dated 8/2/14

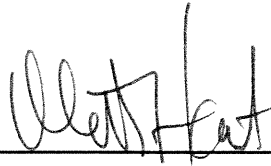
**APPROVED AS TO FORM:**

\_\_\_\_\_  
Jurisdiction Attorney

Dated \_\_\_\_\_

**ATTEST:**

**APPROVED AT THE DIRECTION OF THE PARTICIPATING JURISDICTION:**



\_\_\_\_\_  
Matthew Hartman  
Mayor

Dated: July 20, 2016

Jurisdiction: City of Granite Falls

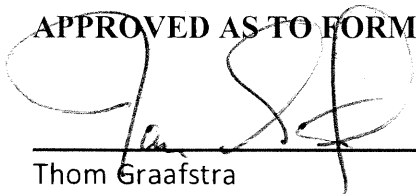
**ATTEST:**



\_\_\_\_\_  
Darla Reese, MMC  
Jurisdiction Clerk

Dated: July 20, 2016

**APPROVED AS TO FORM:**

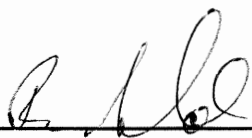


\_\_\_\_\_  
Thom Graafstra  
Jurisdiction Attorney

Dated: July 20, 2016

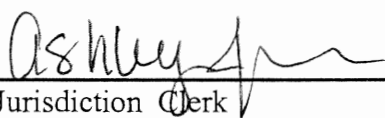
**ATTEST:**

**APPROVED AT THE DIRECTION OF THE PARTICIPATING JURISDICTION:**

  
\_\_\_\_\_  
Title Mayor

Dated 8-1-16  
Jurisdiction of Illinois

**ATTEST:**

  
\_\_\_\_\_  
Jurisdiction Clerk

Dated 8/1/16

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Jurisdiction Attorney

Dated \_\_\_\_\_

**ATTEST:**


**APPROVED AT THE DIRECTION OF THE PARTICIPATING JURISDICTION:**

  
\_\_\_\_\_  
Title: Mayor

Dated August 11, 2016

Jurisdiction of: City of Lake Forest Park

**ATTEST:**

  
\_\_\_\_\_  
Jurisdiction Clerk

Dated August 11, 2016

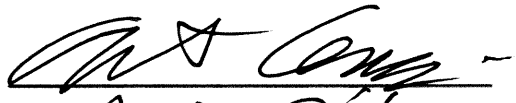
**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Jurisdiction Attorney

Dated August 11, 2016

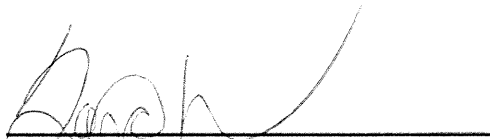
**ATTEST:**

**APPROVED AT THE DIRECTION OF THE PARTICIPATING JURISDICTION:**

  
Title ASST City  
Administrator


Dated 8/9/16  
Jurisdiction of LYNNWOOD

**ATTEST:**

  
Jurisdiction Clerk

Dated 8/10/16


**APPROVED AS TO FORM:**

  
Jurisdiction Attorney

Dated 8/10/16


**ATTEST:**

**APPROVED AT THE DIRECTION OF THE PARTICIPATING JURISDICTION:**

  
\_\_\_\_\_  
Title Mayor Pro Tem


Dated 7-26-16  
Jurisdiction of the City of Monroe.

**ATTEST:**

  
\_\_\_\_\_  
Jurisdiction Clerk

Dated 07/26/2016

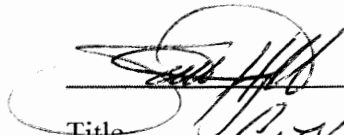
**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Jurisdiction Attorney

Dated 8/1/16

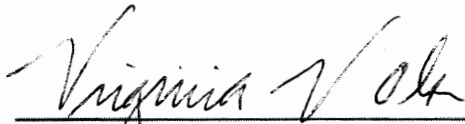
**ATTEST:**

**APPROVED AT THE DIRECTION OF THE PARTICIPATING JURISDICTION:**

  
\_\_\_\_\_  
Title CITY MANAGER


Dated 8/15/16  
Jurisdiction of MOUNTAIN VIEW TERRACE

**ATTEST:**

  
\_\_\_\_\_  
Jurisdiction Clerk

Dated 8-15-16

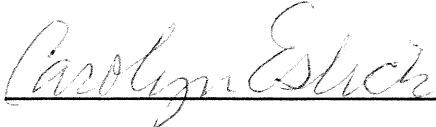
**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Jurisdiction Attorney

Dated 8-15-2016

**ATTEST:**

**APPROVED AT THE DIRECTION OF THE PARTICIPATING JURISDICTION:**

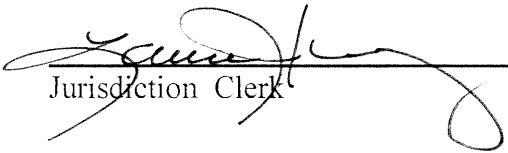
  
\_\_\_\_\_

Title Mayor

Dated 7-29-16

Jurisdiction of City of Sultan


**ATTEST:**

  
\_\_\_\_\_

Jurisdiction Clerk

Dated 7-29-16

**APPROVED AS TO FORM:**

  
\_\_\_\_\_

Jurisdiction Attorney

Dated 7/28/16

EXHIBIT A

Snohomish Regional Drug & Gang Task Force

Personnel Assigned by Jurisdiction  
July 1, 2016 through September 30, 2017

EVERETT POLICE DEPARTMENT

1 Lieutenant  
1 Sergeant  
1 Detective  
1 Detective  
1 Detective  
1 Detective  
1 Detective  
1 Detective  
1 Support Personnel

FUNDING

Everett PD  
Everett PD  
Everett PD  
Everett PD  
Everett PD  
Everett PD  
Everett PD  
Everett PD  
Everett PD

*VACANT*  
*VACANT*

SNOHOMISH COUNTY SHERIFF'S OFFICE

1 Task Force Commander  
1 Lieutenant  
1 Sergeant  
1 Sergeant  
1 Detective  
1 Detective  
1 Detective  
1 Detective  
1 Detective  
1 Detective  
1 Detective  
1 Information Deputy  
1 K9 Detective  
1 Support Staff

FUNDING

Justice Assistance Grant  
Snohomish County Sheriff  
Justice Assistance Grant  
Snohomish County Sheriff  
Snohomish County Sheriff  
Snohomish County Sheriff  
Snohomish County Sheriff  
Snohomish County Sheriff  
Snohomish County Sheriff  
Snohomish County Sheriff  
Snohomish County Sheriff  
Snohomish County Sheriff  
Snohomish County Sheriff  
Snohomish County Sheriff

*VACANT*

SNOHOMISH HEALTH DISTRICT

1 Local Health Officer

FUNDING

Snohomish Health District

SNOHOMISH COUNTY PROSECUTOR'S OFFICE

1 Deputy Prosecutor  
1 Support Staff

FUNDING

Seizure Funding  
Seizure Funding

STATE OF WASHINGTON

1 Detective  
1 Case Worker  
1 Agent

FUNDING

Washington State Patrol  
DSHS, Child Protective Services  
Department of Corrections

WA STATE GAMBLING COMMISSION

1 Agent

FUNDING

Washington State

*VACANT*

NATIONAL GUARD

1 Intelligence Analyst

FUNDING

Washington National Guard

*VACANT*

BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES

1 Agent

FUNDING

ATF

*VACANT*

DRUG ENFORCEMENT AGENCY

1 Agent

FUNDING

Drug Enforcement Agency

*VACANT*

INTERNAL REVENUE SERVICE

1 Agent

FUNDING

Internal Revenue Service

*VACANT*

ICE / H.S.I.

2 Agent

FUNDING

Immigration And Customs Enforcement

NAVAL CRIMINAL INTELLIGENCE SERVICE

1 Agent

FUNDING

NCIS

*VACANT*

FEDERAL BUREAU OF INVESTIGATIONS

1 Agent

FUNDING

FBI

## EXHIBIT B

### Snohomish Regional Drug & Gang Task Force

Byrne/JAG Grant Estimated Operating Budget for July 1, 2016 through September 30, 2017

	<u>FEDERAL FUNDS</u>	<u>LOCAL MATCH</u>	<u>TOTAL</u>
Salaries	111,500	192,856	324,356
Benefits	21,500	58,600	60,100
Contracted Services	0	0	0
Goods and Services	0	0	0
Travel	0	0	0
Training	0	0	0
Equipment	0	0	0
Confidential Funds	0	0	0
TOTALS	\$133,000	\$251,456	\$384,456

## EXHIBIT C

### Snohomish Regional Drug & Gang Task Force

Local Contributions for July 1, 2016 through September 30, 2017

JURISDICTION	POPULATION	2016 BRIDGE AMOUNT	OCT 2016- SEPT 2017 AMOUNT	CONTRACT GRAND TOTAL
Arlington	18,490	\$ 1,230	\$ 4,918	\$ 6,148
Bothell	17,230	\$ 1,146	\$ 4,583	\$ 5,729
Brier	6,500	\$ 432	\$ 1,729	\$ 2,161
Darrington	1,350	\$ 90	\$ 359	\$ 449
Edmonds	40,490	\$ 2,693	\$ 10,770	\$ 13,463
Everett	105,800	\$ 7,036	\$ 28,142	\$ 35,178
Gold Bar	2,115	\$ 141	\$ 563	\$ 704
Granite Falls	3,390	\$ 226	\$ 902	\$ 1,128
Index	160	\$ 11	\$ 43	\$ 54
Lake Stevens	29,900	\$ 1,988	\$ 7,953	\$ 9,941
Lake Forest Park	-	\$ -	\$ -	\$ -
Lynnwood	36,420	\$ 2,422	\$ 9,687	\$ 12,109
Marysville	64,140	\$ 4,265	\$ 17,061	\$ 21,326
Mill Creek	19,760	\$ 1,314	\$ 5,256	\$ 6,570
Monroe	17,620	\$ 1,172	\$ 4,687	\$ 5,859
Mountlake Terrace	21,090	\$ 1,403	\$ 5,610	\$ 7,013
Mukilteo	20,900	\$ 1,390	\$ 5,559	\$ 6,949
Snohomish	9,385	\$ 624	\$ 2,496	\$ 3,120
Snohomish County	330,260	\$ 21,962	\$ 87,847	\$ 109,809
Stanwood	6,585	\$ 438	\$ 1,752	\$ 2,190
Sultan	4,680	\$ 311	\$ 1,245	\$ 1,556
DSHS, CPS	-	\$ -	\$ -	\$ -
Snohomish Health District	-	\$ -	\$ -	\$ -
Washington State Patrol	-	\$ -	\$ -	\$ -
<b>PARTICIPATING JURISDICTIONS'</b>		<b>\$ 50,294</b>	<b>\$ 201,162</b>	<b>\$ 251,456</b>
<b>TOTALS:</b>				

EXHIBIT D

**SRDGTF Executive Board**

Chief of Everett (Asst Chair), Chief of Lynnwood, Snohomish County Sheriff (Chair),  
Snohomish County Prosecutor, City of Everett Attorney, SRDGTF Commander

