

# SULTAN CITY COUNCIL

## AGENDA ITEM COVER SHEET

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DATE: May 29, 2008

ITEM #: Consent C 5

SUBJECT: 2007/2008 Interlocal Agreement for the Snohomish Regional Drug Task Force

CONTACT PERSON: Laura Koenig, Clerk/Deputy Finance Director

### SUMMARY:

The request is to authorize the Mayor to sign the 2008/2009 Interlocal Agreement for membership in the Snohomish Regional Drug Task Force for the period from July 1, 2008 to June 30, 2009. This is an annual authorization for participation in the Task Force which investigates major drug trafficking cases and assists the city police with drug issues. The city of Sultan has participated in the Task Force for the past 15 years.

The purpose of the Task Force shall be 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.

Participating jurisdictions agree to provide funds that will allow for at least on-third match of grant funds awarded by C.T.E.D. to the Task Force. The city's share is \$1000 which is included in the General Fund Police Budget. This amount could be budgeted from the City's Drug Enforcement Fund.

### FISCAL IMPACT:

\$1000 – Budgeted item

### RECOMMENDED ACTION:

Authorize the Mayor to sign the Interlocal Agreement with Snohomish County for the Snohomish Regional Drug Task Force. Direct staff to include the expenditure in the Drug Task Fund as part of the budget amendment process.

### MOTION:

Authorize the Mayor to sign the Interlocal Agreement with Snohomish County for the Snohomish Regional Drug Task Force.

Attachments: 1. Interlocal Agreement

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

This Interlocal Agreement is 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	Sauk Suiattle Tribe
City of Lake Stevens	Snohomish Health District
City of Lake Forest Park	Stillaguamish Tribe
City of Lynnwood	Tulalip Tribes
City of Marysville	Washington State Patrol

**WITNESSES THAT:**

**WHEREAS**, the State of Washington Department of Community, Trade, and Economic Development (hereinafter "CTED"), 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**, RCW 39.34 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 CTED have entered into a Narcotics Control Grant Contract (hereinafter "Grant Contract") whereby Snohomish County shall use specified grant funds solely for a regional task force project consistent with the task force grant application submitted to CTED on or before June 1, 2008, 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 CTED 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 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, 2007, through June 30, 2008. This agreement shall serve to continue the operation of the Task Force.
- 1.2 The effective date of this agreement shall be from July 1, 2008, through June 30, 2009, unless earlier terminated or modified as provided in this agreement.
- 1.3 The purpose of the Task Force shall be 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.
- 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 CTED and Snohomish County. Therefore each participating jurisdiction adopts the following Task Force goals:
  - Continue to attack the demand and supply sides of narcotics trafficking.

- Continue enforcement efforts directed toward mid and upper level dealers.
  - Continue to assist smaller agencies within Snohomish County with narcotics enforcement within their towns and cities.
  - Continue to provide narcotics enforcement training to smaller jurisdictions throughout Snohomish County.
- 1.5 The Task Force shall continue to 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 shall continue to 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 CTED 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 Prosecutor, 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 All law enforcement 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 and related equipment and supplies 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 and related equipment and supplies now or later assigned to the Task Force.

### **3.0 FINANCING**

- 3.1 Exhibit "B" sets forth the Task Force operating budget and is incorporated herein by reference. Participating Jurisdictions in the aggregate agree to provide funds that will allow for at least a one-third match of the funds awarded under the Grant Contract.

- 3.2 Exhibit "C" sets forth the Local Match breakdown for the period from July 1, 2008, to June 30, 2009, and is incorporated herein by reference. 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 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 financial participation as indicated in Exhibit "C".

#### **4.0 GENERAL ADMINISTRATION**

- 4.1 Snohomish County agrees to provide CTED 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, equipment, and related supply 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 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.
- 5.5 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 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.

- 6.2 Upon termination of the Task force, any equipment provided by Participating Jurisdictions will be returned to those respective jurisdictions.
- 6.3 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**

- 7.1 Participating Jurisdictions hereto 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**

- 8.1 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 them 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 loaned or donated 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**

- 10.1 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.

- 10.2 The Tulalip Tribes waives sovereign immunity to suit by any party to interpret or enforce the terms of this Agreement. The parties agree that in enforcing obligations under this Agreement, a party seeking payment from the Tulalip Tribes shall look first to the proceeds of any insurance procured by the Tribes for this purpose. Should any claim exceed the limit of procured insurance arising from the entry of a final decree in any court, or by settlement of a civil action mutually agreed to by a party to this Agreement and the Tribes, the Tribes hereby waives any claim of immunity or exemption for any assets it holds up to the amount necessary to discharge the obligation and the costs of collection.
- 10.3 The Sauk Suiattle Tribe waives sovereign immunity to suit by any party to interpret or enforce the terms of this Agreement. The parties agree that in enforcing obligations under this Agreement, a party seeking payment from the Sauk Suiattle Tribe shall look first to the proceeds of any insurance procured by the Tribe for this purpose. Should any claim exceed the limit of procured insurance arising from the entry of a final decree in any court, or by settlement of a civil action mutually agreed to by a party to this Agreement and the Tribe, the Tribe hereby waives any claim of immunity or exemption for any assets it holds up to the amount necessary to discharge the obligation and the costs of collection.
- 10.4 The Stillaguamish Tribe waives sovereign immunity to suit by any party to interpret or enforce the terms of this Agreement. The parties agree that in enforcing obligations under this Agreement, a party seeking payment from the Stillaguamish Tribe shall look first to the proceeds of any insurance procured by the Tribe for this purpose. Should any claim exceed the limit of procured insurance arising from the entry of a final decree in any court, or by settlement of a civil action mutually agreed to

by a party to this Agreement and the Tribe, the Tribe hereby waives any claim of immunity or exemption for any assets it holds up to the amount necessary to discharge the obligation and the costs of collection.

## **11.0 GOVERNING LAW AND VENUE**

11.1 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**

12.1 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**

13.1 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 recorded 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**

14.1 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 RECORDING**

15.1 This interlocal agreement will be recorded in compliance with RCW 39.34.040.

In witness whereof, the parties have executed this agreement.

**SNOHOMISH COUNTY, approved at  
the direction of the County Council.**

\_\_\_\_\_  
Aaron Reardon  
County Executive

DATE: \_\_\_\_\_

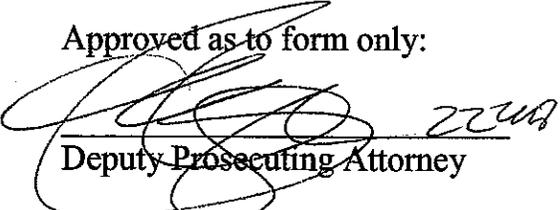
ATTEST:

\_\_\_\_\_

APPROVAL RECOMMENDED:

\_\_\_\_\_  
John Lovick, Sheriff  
Date: \_\_\_\_\_

Approved as to form only:

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