SNOHOMISH COUNTY COUNCIL Snohomish County, Washington

MOTION NO. 25-526

APPROVING THE INTERLOCAL AGREEMENT ESTABLISHING THE SNOHOMISH REGIONAL DRUG TASK FORCE

WHEREAS, since 1988, Snohomish County, and multiple cities and towns ("Participating Jurisdictions") located in Snohomish County, have collaborated in a countywide multi-jurisdictional task force to address illegal drug trafficking in the region ("Snohomish Regional Drug Task Force" or "Task Force"). The Task Force has operated on a continuous basis since 1988 under a series of interlocal agreements; and

WHEREAS, the Participating Jurisdictions desire to continue operation of the Task Force, with Snohomish County administering task force project grants and other funding on their behalf; 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 which each public agency is authorized by law to perform; and

WHEREAS, each Participating Jurisdiction is authorized to perform each service contemplated in the Interlocal Agreement;

NOW, THEREFORE, ON MOTION, the County Council hereby approves the Interlocal Agreement Establishing the Snohomish Regional Drug Task Force, attached as Exhibit A, and authorizes the County Executive to sign the Interlocal Agreement.

2025

PASSED tills day of	, 2025.
	SNOHOMISH COUNTY COUNCIL Snohomish County, Washington
	Council Chair
ATTEST:	
Deputy Clerk of the Council	

DACCED this

EXHIBIT A

INTERLOCAL AGREEMENT FOR SNOHOMISH REGIONAL DRUG TASK FORCE COOPERATION

This INTERLOCAL AGREEMENT FOR THE SNOHOMISH REGIONAL DRUG TASK FORCE COOPERATION (this "Agreement") is made and entered into by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington, and the following Municipal Corporations, municipal corporations of the State of Washington, and the State of Washington (collectively referred to as "Participating Jurisdiction").

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 Washington State Patrol

City of Index

City of Lake Stevens

City of Lynnwood

City of Marysville

RECITALS

- A. The Participating Agencies are public agencies as defined by Chapter 39.34 RCW and Chapter 10.93 RCW, and are authorized to enter interlocal agreements to provide for joint or cooperative actions to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and
- B. Drug trafficking and related crime occur throughout Snohomish County and the surrounding region. This criminal activity requires specially trained and equipped investigators and staff creating the demand for a coordinated regional response. The Participating Agencies believe these investigations and activities are most economically served by the formation of a regional drug task force (hereinafter Task Force)
- C. Through this Agreement the Participating Agencies intend to combine their respective investigative personnel to form a regional Task Force. The regional Task Force shall be specially structured, trained, and equipped to conduct drug trafficking and related criminal investigations within each Participating Agency's jurisdiction and the surrounding region.
- D. The Participating Agencies desire to achieve increased operational efficiencies and economies of scale by providing a mechanism for the sharing of material, personnel, knowledge, equipment, and training, all as more fully described by, and pursuant to the terms and conditions contained in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Participating Agencies agree as follows:

1. **DEFINITIONS**

- 1.1 Participating Jurisdiction- Participating Jurisdiction means any municipal corporation, political subdivision of the state, or department or division of the state of Washington, that is a party to this agreement.
- 1.2 Contributing Jurisdiction- Contributing Jurisdiction means a Participating Jurisdiction that assigns at least one full-time employee to the Task Force.

2. TERM

2.1 Initial Term

The initial term of this Agreement shall govern the parties' performance beginning on January 1, 2026, ("Effective Date") and continuing for two (2) years from the Effective Date of this Agreement, provided however that the parties' obligations after December 31, 2026, are contingent upon local legislative appropriation of the necessary funds for this specific purpose per each parties' Charter and applicable law. As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it has (i) been duly executed by the parties, and (ii) either filed with the Snohomish County Auditor or posted on one of the party's Interlocal Agreements webpages or other electronically retrievable public source.

2.2 Extensions

The term of this Agreement may be extended for up to two (2) additional terms of two (2) year terms (respectively, "First Additional Term" and "Second Additional Term"). Extension of the Agreement shall be automatic unless one of the parties provides written notice of withdrawal/termination as more fully described in Section 15 of this Agreement.

3. ESTABLISHMENT AND PURPOSE OF THE SNOHOMISH REGIONAL DRUG TASK FORCE

- 3.0 The purpose of the Task Force is to formally structure and jointly coordinate selected law enforcement activities, resources, and functions 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 this Agreement to create a separate legal entity subject to suit.
- 3.1 Task Force goals are to:
- a. Reduce the number of drug traffickers in Snohomish County through professional investigation, apprehension, and conviction.
- b. Efficiently attack, disrupt, and prosecute individual(s) and organized mid to upper-level drug traffickers who do not recognize jurisdictional boundaries or limitations, and by doing so, impact drug trafficking organizations.
- Enhance drug enforcement cooperation and coordination through multi-agency investigations, training of local jurisdictions, and the sharing of resources and information;
 and
- d. Address these issues with the foremost consideration of safety for both law enforcement and the community.
- 3.2 The Task Force will implement operations, including but not limited to the following.
- a. Development of intelligence,
- b. Target identification,
- c. Investigation,
- d. Arrest of Suspects,
- e. Successful prosecution of offenders, and

f. Asset forfeiture/disposition.

4. SNOHOMISH REGIONAL DRUG TASK FORCE EXECUTIVE BOARD

- The parties hereby create the Snohomish Regional Drug Task Force Board (hereinafter referred to as the "Board") to provide oversight and direction to the Task Force. Board members shall be comprised of the Chief of Police from each Contributing Jurisdiction. One "at-large" Chief of Police will be selected by a majority vote from the remaining Participating Jurisdictions.

 Additional members of the Board shall be the Snohomish County Prosecutor, the City of Everett Attorney, and the Executive Director of the Northwest High-Intensity Drug Trafficking Area ("HIDTA") Program. If a Participating Jurisdiction that has no personnel assigned to the Task Force as of the effective date of this Agreement assigns full-time personnel to the Task Force, the Chief of Police 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.
- 4.2 The Snohomish County Sheriff shall serve as Chair of the Board.
- 4.3 The Board may adopt bylaws which include procedures for the appointment of alternate members to attend Board meetings in the absence of members. At the meetings, alternate members shall have the same rights as the appointing Board member. The Board shall have decision-making authority and will approve changes to standard operating procedures ("SOP"). The Board shall also evaluate the Task Force's performance and review the annual budget.
- 4.4 Voting
- a. Any action taken by the Board under this Agreement shall be based on a simple majority of votes, weighted as described in (b), of Board members or alternate members present at the respective meeting.
- b. Board member votes shall be allocated according to the number of full-time personnel the Contributing Jurisdiction contributes to the Task Force at the time of the vote. For example, if

the Snohomish County Sheriff provides six employees and the City of Lynnwood provides three, the Snohomish County Sheriff has six votes, and the City of Lynnwood has three. The At-large Chief of Police, the Snohomish County Prosecutor, the City of Everett City Attorney, and the Executive Director of the Northwest HIDTA have one vote each.

5. TASK FORCE ORGANIZATION

5.1 The Task Force shall be organized according to the chart contained as Exhibit A, incorporated herein by this reference. Assigned Task Force personnel typically consist of a Task Force Commander, Lieutenant, Sergeants, Detectives or Agents, Deputy Prosecutor, and support personnel.

Task Force personnel shall be directed in their duties by the Task Force Commander ("Commander"). The Commander is an employee of Snohomish County. The selection of the Commander shall be conducted per Exhibit B, incorporated herein by this reference.

Appointment and removal of the Commander remains at the sole discretion of the Snohomish County Sheriff. Should the Sheriff choose to remove the Commander without cause, the Board must be consulted before action is taken.

- 5.2 Exhibit C, incorporated by this reference, sets forth the personnel currently assigned to the Task Force by each Contributing Jurisdiction. Nothing in this Agreement shall restrict the ability of any Contributing Jurisdiction to reassign personnel now or later assigned to the Task Force.
- 5.3 Contributing Jurisdiction Employees: Any employee assigned to the Task Force by a Contributing Jurisdiction shall remain, and be considered, an employee of the assigning Contributing Jurisdiction. Each Contributing Jurisdiction shall pay all costs associated with its employees when assigned to the Task Force. All rights,

duties, and obligations of the employer and the employee shall remain with the Contributing Jurisdiction. Each Contributing Jurisdiction shall be responsible for ensuring compliance with all applicable laws, collective bargaining agreements, and/or civil service rules and regulations applicable to its employees. When a Participating or Contributing Jurisdiction considers assigning a new or replacement personnel to the Task Force, the Task Force Commander may be allowed to give input regarding the selection.

- 5.4 Employees assigned to the Task Force are subject to and responsible for following the published Task Force policies and procedures. In the event of conflicting policies between the Task Force and the employing agency, the employing agency policy takes precedence.
- 5.5 At the Commander's discretion employees from Contributing Jurisdictions may be selected to fill any of the following positions: Detection Canine Handler, Financial Investigations, and Technology Investigation.
- 5.6 The Task Force will follow a management system for shared coordination and direction of personnel, financial, equipment, and technical resources, as stated in this Agreement.

6. DEVELOPMENT AND REVIEW OF STANDARD OPERATING PROCEDURES

The Commander will develop and maintain all policies and standard operating procedures of the Task Force to be presented to the Board at any regular Board meeting. The Board maintains the responsibility to review and approve by affirmative vote before implementation. However, in the event of a change to policy in keeping with the best industry and safety standards or pursuant to a change in law, statute, or

code, the Commander may authorize the implementation of the change with notice given to the Board. The update to the policy must be voted upon at the next regularly scheduled meeting of the Board.

7. BUDGET AND FINANCE

- 7.1 The 2026 Task Force budget is attached as Exhibit D, incorporated herein by reference. Each Participating Jurisdiction shall contribute funding to the Task Force as specified in Exhibit D.
- The Sheriff's Office will annually review and revise the Task Force budget to provide a sufficient level of funding and total resource obligation for the following calendar year. The Task Force budget will be allocated to each Participating Jurisdiction on a proportional basis. Each Participating Jurisdiction's proportional share will be based on the Participating Jurisdiction's average population, as determined by the Washington State Office of Financial Management. Proposed increases to the Task Force budget exceeding 3% of any Participating Jurisdiction's funding obligation from the prior year must first be approved by the Board. Any special assessments to Participating Jurisdictions must be first approved by the Board.
- 7.3 Following the closure of each annual budget and not later than June 30 of each year, the Task Force Commander must submit a report to each Participating Jurisdiction reflecting a budget summary of all revenues from the previous year including the total amount of spending required to operate the Task Force, a summary of state and federal forfeitures and total receipts from the previous year.
- 7.4 No later than July 1 of each year, the Sheriff shall provide notice to each Participating Jurisdiction of the subsequent year's proposed Task Force budget, and each Participating Jurisdiction's proportional share.

- 7.5 Snohomish County shall maintain designated financial accounts to support Task Force operations. Except as modified by Section 7, all revenues collected or generated by or for the Task Force shall be forwarded to the Snohomish County Treasurer and placed in the designated accounts. All real or personal property of the Task Force will be held in Snohomish County's name for the benefit of the Task Force.
- 7.6 Each Participating Jurisdiction agrees to provide funding that is no less than the amount indicated in Exhibit D and to pay its funding share to Snohomish County as administrator of Task Force funds no later than March 1, of the year in which the funding is due.
- 7.7 Each Participating Jurisdiction agrees that the funding it contributes shall be provided in addition to that currently appropriated to drug enforcement activities and that no Task Force activity will supplant or replace any existing drug enforcement activities.
- The Task Force shall reimburse Contributing Jurisdictions for actual overtime costs up to the annual federal overtime maximum for overtime work published by the U.S. Office of Personnel Management for overtime performed by a Contributing Jurisdiction detective(s) assigned to the Task Force. The Task Force's obligation to reimburse a Contributing Jurisdiction for overtime costs is contingent on the Task Force receiving federal funding for such purpose. If the Task Force does not receive federal funding for overtime, or the federal funding for overtime is depleted, any overtime compensation shall be the responsibility of the employing agency. A contributing Jurisdiction seeking reimbursement for overtime costs shall submit a properly executed voucher to the Sheriff's Office within 90-days of the accrual of the overtime.

8. GENERAL ADMINISTRATION

8.1 Each Participating Jurisdiction agrees to provide Snohomish County with any documentation necessary to apply for, receive, or comply with any applicable grant requirements.

- 8.2 By executing this Agreement, each Participating Jurisdiction agrees to make any certified or other assurances required by any applicable grant agreement that is within its particular control and agrees to make all its records related to the Task Force available for inspection if required as a condition of receipt of grant funding.
- 8.3 Snohomish County is 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. 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, to administer the assets and resources available to the Task Force, no such agreement or contract may impose or waive liability concerning a Participating Jurisdiction in a manner that is inconsistent with the hold harmless provision in Section 12 of this Agreement.
- 8.4 Any dispute arising under this Agreement will be forwarded to the Task Force Executive Board for resolution. The determination made by the Executive Board shall be final and conclusive between the parties. This provision shall not apply to issues of indemnity and liability governed by the hold harmless provision in Section 13 of this Agreement.

9. ASSET FOFEITURE

9.1 The Participating Jurisdictions shall refer all potential asset forfeitures initiated or investigated by personnel 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.

9.2 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 state and federal law and Task Force procedures.

9.3 Federal Forfeiture.

- a. For purposes of receipt and processing of federal equitable sharing distributions,
 Snohomish County shall be designated as the fiduciary agency for the Task Force.
- b. Participating Jurisdictions must comply with federal Equitable Sharing Program guidelines and reporting requirements, including the requirements contained in the Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement, published by the Department of Justice and the Department of the Treasury.
- c. Snohomish County will submit request(s) to the federal government, on behalf of the Task Force, to obtain equitable sharing related to federal forfeitures.
- d. Participating Jurisdictions agree and understand that all proceeds from federal forfeitures of seized assets, which may be awarded to the County on behalf of the Task Force, will be retained by the County for Task Force operations and expenses.
- e. Except as allowed by Section 9.3(g), Participating Jurisdictions will not submit individual equitable sharing requests, nor will Participating Jurisdictions receive shared federal funds from Snohomish County.
- f. The Task Force may only use proceeds from federal seizures and forfeitures for law enforcement purposes, as defined by the United States Department of Justice.

- g. If the Task Force initiates or participates in an investigation that results in a federal forfeiture of \$300,000 or more in net proceeds, each Participating Jurisdiction that participated in the investigation may file an individual request for equitable sharing under its agency code. The parties intend that each Participating Jurisdiction's equitable share will be the Participating Jurisdiction's Task Force participation percent at the time of the investigation, provided, however, the SCSO is entitled to claim an additional twenty-five percent (25%) to account for Task Force operation/administrative expenses. The parties acknowledge, however, that final determination of a Participating Jurisdiction's receipt and percentage allocation of federal forfeiture proceeds is within the discretionary authority of the Department of the Treasury or the Department of Justice, as applicable.
- h. The Task Force Commander will notify an eligible Participating Agency of a federal forfeiture meeting the threshold outlined in Section 9.3(g) within 15 days of the forfeiture. A Participating Jurisdiction seeking an individual equitable share of the federal forfeiture must file its request no later than 45 days following the forfeiture unless an exemption applies.
- 9.4 State Forfeiture.
- a. The net monetary proceeds of each state asset forfeiture made by the Task Force shall be retained by the County for Task Force operations and expenses. If proceeds from state asset forfeitures exceed the amount necessary for Task Force operations and expenses, the excess state forfeiture proceeds shall be distributed to Contributing Jurisdictions in accordance with each Contributing Jurisdiction's participation percentage, listed in Exhibit D.
- b. The Task Force may retain funds in an amount up to \$250,000 from the net proceeds of vehicle seizures for the acquisition of Task Force vehicles and related fleet costs.
- c. 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. EQUIPMENT REQUIREMENTS, MAINTENANCE AND OPERATION

For purposes of this Agreement, the term "Equipment" shall refer to any materials, tools, machinery, equipment, supplies, facilities, or other personal property used in performing Task Force operations.

- 10.1 If 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.
- 10.2 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.
- 10.3 Upon termination of the Task Force, any Equipment provided to the Task Force by a Participating Jurisdiction will be returned to that jurisdiction.
- 10.4 Upon termination of the Task Force, any Equipment acquired by the Task Force will be disposed of in accordance with applicable federal, state, or local requirements or this Agreement.

11. COVENANT TO COOPERATE

Each Participating Agency covenants to the other parties that it shall use good faith efforts to cooperate with the other parties in implementing the intent and furthering the goals of this Agreement.

12. COMPLIANCE WITH LAWS

The Participating Agencies shall exercise their rights and perform their respective obligations under this Agreement in full compliance with all applicable laws, ordinances, rules and regulations of any public authority having jurisdiction.

13. INDEMNIFICATION

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. A jurisdiction 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.

<u>Industrial Insurance</u>. For purposes of indemnification only, the parties, by mutual negotiation, hereby waive, as respects the other parties, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW.

14. NOTIFICATION OF LAWSUITS

In the event that a lawsuit is brought against a Participating Agency, including its officers or employees, relating to its Task Force participation, performance or activities, it shall be the duty of that party to notify the other parties that said lawsuit has been initiated.

All claims against the state, or against the state's officers, employees, or volunteers, acting in such capacity, for damages arising out of tortious conduct, must be presented to the Office of Risk Management. A claim is deemed presented when the claim form is delivered in

Interlocal Agreement Establishing Snohomish Regional Drug Task Force person or by regular mail, registered mail, or certified mail, with return receipt requested, or as an attachment to email or by fax, to the office of risk management. All claims for damages must be presented on the standard tort claim form that is maintained by the office of risk management.

15. WITHDRAWAL/TERMINATION

- 15.1 Notwithstanding any provisions of this Agreement, any party may withdraw from the Agreement 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 10.3 of this Agreement with respect to asset forfeitures the Participating Jurisdiction participated in before the effective date of withdrawal.
- 15.2 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.

16. RECORDS

- 16.1 All records relating to the performance of this Agreement shall be available for full inspection and copying by any Participating Agency. Records maintenance and retention shall be in accordance with the Standard Operating Procedures.
- 16.2 Each Participating Agency shall be responsible for retaining and producing the records it creates, owns, or uses, in accordance with applicable public records access and retention laws and regulations. Nothing in this section is intended to require a party to collect or produce records that are not prepared, owned, used, or retained by that agency as defined by the Public Records Act (Chapter 42.56 RCW).

17. NOTICES/ADMINISTRATOR

Any notice required or permitted to be given under this Agreement shall be in writing and shall

specifically refer to this Agreement and be sent by (i) United States registered mail, return receipt

requested, (ii) any nationally recognized overnight carrier or express mail service (such as FedEx

or UPS) that provides receipts to indicate delivery, (iii) by personal service, or by electronic e-mail

(with proof of receipt). All such communications shall be addressed to the appropriate

Administrator of this Agreement as follows:

To the County:

Snohomish County Sheriff

Drug Task Force Commander

3000 Rockefeller Ave. M/S 706

Everett WA, 98201

If sent by electronic email to:

Email: SSH-TFCommander@snoco.org

Notices given to a Participating Jurisdiction will be addressed to the Chief of Police of the

participating jurisdiction or as designated by the Participating Jurisdiction.

Any party hereto may, by reasonable notice to the other parties, designate such other address, or

electronic email address, for the giving of notices as deemed necessary. All notices shall be deemed

given on the day each notice is personally delivered, transmitted by electronic email, or delivered

by overnight courier service, or on the third business day following the day such notice is mailed

if mailed within accordance of this section.

Any party hereto may, by reasonable notice to the other parties, designate such other

address, or telephone number for the giving of notices as deemed necessary. All notices

shall be deemed given on the day each such notice is personally delivered, transmitted

Interlocal Agreement Establishing Snohomish Regional Drug Task Force

16

by facsimile (with evidence of receipt), or delivered by overnight courier service, or on the third business day following the day such notice is mailed if mailed in accordance with this Section.

18. MISCELLANEOUS

18.1 Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document signed by the party against whom such modification is sought to be enforced.

18.2 Governing Law and Venue

This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

18.3 Interpretation

This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against any of the parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

Interlocal Agreement Establishing Snohomish Regional Drug Task Force

18.4 Severability

If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

18.5 No Waiver

A party's forbearance or delay in exercising any right or remedy with respect to a

Default by another party under this Agreement shall not constitute a waiver of the

Default at issue. Nor shall a waiver by any party of any particular Default constitute a

waiver of any other Default or any similar future Default.

18.6 Warranty of Authority

Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

18.7 Execution in 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 or posted as specified in Section 3.0, shall be effective as between the parties that have executed the Agreement to the same extent as if no other parties had been named.

18.8 Modification

Participating Jurisdictions here to 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 Participating Jurisdictions with the same formality as this

Agreement.

18.9 Nondiscrimination

There shall be no discrimination against any employee 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.

SNOHOMISH COUNTY:

Snohomish County, a political subdivision of the State of Washington

Recommended for approval:

By Susanna Johnson Digitally signed by Susanna Johnson Date: 2025.11.05 08:08:21 - 08'00'

Name: Susanna Johnson

Title: Snohomish County Sheriff

Approved as to Form:

Downs, Lyndsey Lyndsey Date: 2025.11.05 08:48:22 -08'00'

Deputy Prosecuting Attorney

Interlocal Agreement Establishing Snohomish Regional Drug Task Force

SNOHOMISH REGIONAL DRUG TASK FORCE INTER-LOCAL AGREEMENT EXHIBIT A (January 01, 2026)

Snohomish County Sheriff (Chair), Everett Police Chief (Asst. Chair), Lynnwood Police Chief, Lake Steven Police Chief (At-Large), Director of NW-HIDTA, Snohomish County Prosecuting Attorney, City of Everett City Attorney **SRDTF Executive Board**

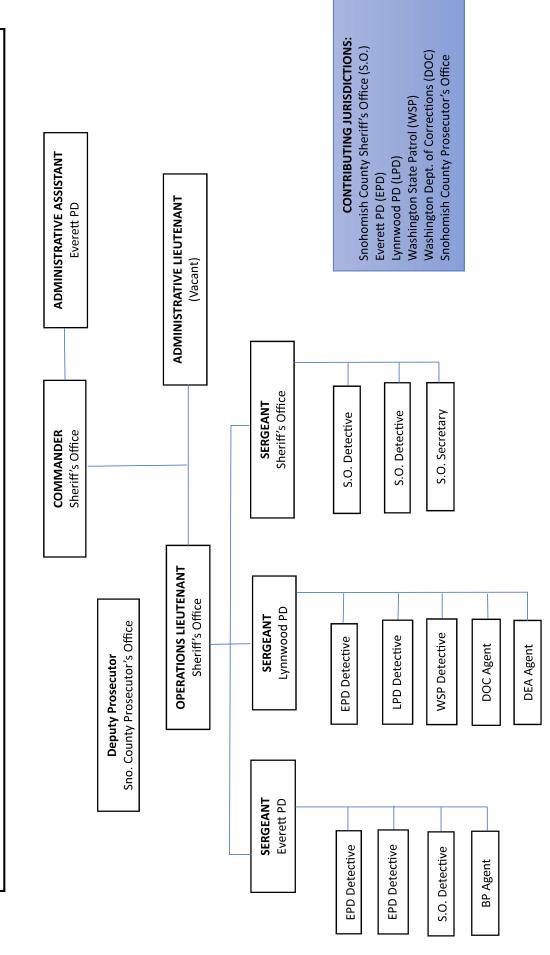


EXHIBIT B

Snohomish Regional Drug Task Force

Commander Selection

The Drug Task Force Commander is a management exempt ("at will") employee of the Sheriff's Office.

With the objective of selecting the best possible candidate for the position of Drug Task Force Commander, and ensuring the best fit into the organization, the Executive Board will recommend to the Sheriff three candidates to be considered for the position of Drug Task Force Commander. Candidates for the Drug Task Force Commander position 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 meet the performance objectives set by the Executive Board and the Sheriff. The Sheriff will select the Drug Task Force Commander from the Executive Board's three recommended candidates.

The Drug Task Force Commander's initial commitment of service is four years, with the option of a year by year extension after that period. The Sheriff shall consult with the Executive Board before authorizing any extension of the Drug Task Force Commander's service commitment.

EXHIBIT C

Snohomish Regional Drug Task Force

Personnel Assigned by Jurisdiction

January 1, 2026 – December 31, 2026

EVERETT POLICE DEPARTMENT	FUNDING
1 Sergeant	Everett PD
1 Detective	Everett PD- Vacant
1 Detective	Everett PD - Vacant
1 Detective	Everett PD - Vacant
1 Support Personnel	Everett PD

SNOHOMISH COUNTY SHERIFF'S OFFICE

1 Task Force Commander
Snohomish County Sheriff
1 Lieutenant
Snohomish County Sheriff
1 Sergeant
Snohomish County Sheriff
1 Detective
Snohomish County Sheriff
1 Detective
Snohomish County Sheriff
1 Detective
Snohomish County Sheriff

FUNDING

1 Detective Snohomish County Sheriff - Vacant
1 Detective Snohomish County Sheriff - Vacant
1 Detective Snohomish County Sheriff - Vacant

1 Support Staff Snohomish County Sheriff

<u>LYNNWOOD POLICE DEPARTMENT</u> <u>FUNDING</u>

1 Sergeant Lynnwood PD
1 Detective Lynnwood PD

SNOHOMISH COUNTY PROSECUTOR'S OFFICE FUNDING

1 Deputy Prosecutor Snohomish County Prosecutor

STATE OF WASHINGTON

FUNDING

1 Detective Washington State Patrol

1 Agent Department of Corrections

Agency	Participants	E-Board Vote	Pent.	Notes
Everett PD	5	5	38.5%	
Snoh Co Sheriff's Off	6	6	46%	
Lynnwood PD	2	2	15.5%	
WSP	1	1		Fr. 10% WaSt Tx
DOC	1	1		Fr. 10% WaSt Tx
SC Pros Atty	1	1		
Evt City Atty	1	1		
NWHIDTA Dir	0	1		
At Large PD	0	1		
TOTALS	17.5	19	100%	

EXHIBIT D

Snohomish Regional Drug & Gang Task Force

April 1, 2025, Population of Cities, Towns and Counties (wa.gov)

JURISDICTION	POPULATION April 1, 2025	PERCENTAGE	2026 ALLOCATION AMOUNT	
Arlington	23,080	2.64%	\$ 6,185.00	
Bothell	20,420	2.34%	\$ 5,482.00	
Brier	6,630	0.76%	\$ 1,780.00	
Darrington	1,520	0.17%	\$ 398.00	
Edmonds	43,510	4.98%	\$ 11,667.00	
Everett	114,700	13.13%	\$ 30,760.00	
Gold Bar	2,350	0.27%	\$ 633.00	
Granite Falls	4,775	0.55%	\$ 1,288.00	
Index	170	0.02%	\$ 47.00	
Lake Stevens	42,180	4.82%	\$ 11,292.00	
Lynnwood	42,540	4.87%	\$ 11,409.00	
Marysville	74,640	8.65%	\$ 20,264.00	
Mill Creek	21,630	2.48%	\$ 5,810.00	
Monroe	20,960	2.40%	\$ 5,623.00	
Mountlake Terrace	24,240	2.82%	\$ 6,606.00	
Mukilteo	21,600	2.47%	\$ 5,786.00	
Snohomish	10,500	1.20%	\$ 2,811.00	
Stanwood	8,950	1.02%	\$ 2,390.00	
Sultan	7,405	0.85%	\$ 1,991.00	
Snohomish County	380,600	43.56%	\$ 102,049.00	
TOTALS:	873,800	100%	\$ 234,271.00	

Increase to TF Commanders' Salary 2026 COLA increase of 5.00% Increase to TF Analyst Salary 2026 COLA increase of 5.00%