

INTERLOCAL AGREEMENT ESTABLISHING SNOHOMISH REGIONAL DRUG TASK FORCE

This Interlocal Agreement Establishing the Snohomish Regional Drug Task Force (“Agreement”), is entered into by and among Snohomish County, a political subdivision of the State of Washington, and the following municipal corporations and department of the State of Washington (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	Washington State Patrol
City of Index	Washington Dept. of Corrections
City of Lake Stevens	
City of Lynnwood	
City of Marysville	

WITNESSES THAT:

WHEREAS, since 1988, Snohomish County, and multiple cities and towns 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;

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

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties hereto 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, who is a party to this agreement.
- 1.2 Contributing Jurisdiction- Contributing Jurisdiction means a Participating Jurisdiction that also assigns at least one full-time employee to the Task Force.

2 TASK FORCE TERM AND PURPOSE

- 2.1 The term of this Agreement (“Term”) shall begin on January 1, 2025 (“Effective Date”), and continue through December 31, 2025, unless earlier terminated or modified as provided in this Agreement.

- 2.2 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 for this Agreement to create a separate legal entity subject to suit.
- 2.3 The Task Force goals are to:
- a. Reduce the number of drug traffickers in the communities of Snohomish County through professional investigation, apprehension, and conviction;
 - b. Efficiently attack, disrupt, and prosecute individual and organized mid to upper level drug traffickers who do not recognize jurisdictional boundaries or limitations, and by doing so, impact drug trafficking organizations previously impregnable;
 - c. 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.
- 2.4 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.
- 2.5 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.
- 2.6 The Task Force shall evaluate and report on Task Force performance as required in any applicable grant or funding agreement.

3 ORGANIZATION

- 3.1 The Task Force shall be organized according to the chart contained in Exhibit A, incorporated herein by this reference.
- 3.2 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 is an employee of Snohomish County. Selection of the Task Force Commander will be conducted in accordance with Exhibit B, incorporated herein by this reference. Appointment and removal of the Task Force Commander remains at the sole discretion of the Snohomish County Sheriff. Should the Sheriff elect to remove the Task Force Commander without cause, the Executive Board shall be consulted before action is taken.
- 3.3 Exhibit C, 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.

- 3.4 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 is considering the assignment of new or replacement personnel to the Task Force, the Task Force Commander may be allowed to give input regarding the selection of the assigned personnel.
- 3.5 Employees assigned to the Task Force are subject to and responsible for following the published policies and procedures of the Task Force. In the event of conflicting policies between the Task Force and the employing agency, the employing agency policy takes precedence.
- 3.6 The Commander, at his or her discretion, may select an individual from assigned Contributing Jurisdiction personnel to fill any of the following positions:

Detection Canine Handler, Financial Investigations, and Technology Investigation.

4 GOVERNANCE

4.1 The activities of the Task Force shall be governed by an Executive Board. The Task Force Executive Board shall be comprised of one representative from each Participating Jurisdiction that contributes at least one (1) full-time employee to the Task Force. Executive Board member votes shall be allocated according to the number of full-time personnel their jurisdiction contributes to the Task Force. As an 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. 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, selected by a majority vote of the chiefs of police of the remaining Participating Jurisdictions. 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, 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.

4.2 The Snohomish County Sheriff shall serve as Chair of the Executive Board. The Task Force Executive Board may adopt bylaws which include provision 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.

5 TASK FORCE BUDGET

- 5.1 The 2025 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.
- 5.2 The SCSO 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. If the Task Force budget increases any Participating Jurisdictions funding obligation by more than three percent (3%) from the prior year, the budget must be approved by the Executive Board before submission to the Participating Jurisdictions. Any special assessments must be approved by the Executive Board.
- 5.3 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.

5.4 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.

5.5 Snohomish County shall maintain designated financial accounts for the purpose of supporting 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.

5.6 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.

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.

6 GENERAL ADMINISTRATION

- 6.1 Each Participating Jurisdiction agrees to provide Snohomish County with any documentation necessary to apply for, receive, or comply with any applicable grant requirements.
- 6.2 By executing this Agreement, each Participating Jurisdiction agrees to make any certified or other assurances required by any applicable grant agreement that are 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.
- 6.3 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, for the purpose of administering the assets and resources available to the Task Force, 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 12 of this Agreement.

6.4 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 as between the parties. This provision shall not apply to issues of indemnity and liability governed by the hold harmless provision in Section 12 of this Agreement.

7 ASSET FORFEITURE

7.1 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.

7.2 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.

7.3 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 Treasury.
- c. Snohomish County will submit request(s) to the federal government, on behalf of the Task Force, in order 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 7.3(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 own agency code. The parties intend

that each Participating Jurisdiction's individual 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 operative/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 Treasury or 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 7.3(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.

7.4 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 percent, listed in Exhibit C.

- 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).

8 ACQUISITION AND USE OF EQUIPMENT

- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 Upon termination of the Task Force, any Equipment provided to the Task Force by a Participating Jurisdiction will be returned to that jurisdiction.
- 8.5 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.

9 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.

10 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.

11 TERMINATION OF AGREEMENT

11.1 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 7 of this Agreement with respect to asset forfeitures which that Participating Jurisdiction participated before the effective date of withdrawal.

11.2 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.

12 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. 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.

13 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.

14 INTEGRATION

With the exception of necessary operational agreements between law enforcement agencies of the Participating Jurisdictions and agreements executed pursuant to Section 6.3, 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.

15 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 or posted as specified in Section 17, shall be effective as between the parties that have executed the Agreement to the same extent as if no other parties had been named.

16 SEVERABILITY

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

17 POSTING/RECORDING

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

18 NOTICES

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.


In witness whereof, the parties have executed this Agreement.

SNOHOMISH COUNTY:

Snohomish County, a political subdivision
of the state of Washington

By: _____
Name: Ken Klein
Title: Executive Director

Recommended for approval:

By:  #1210
Susanna Johnson
Snohomish County Sheriff

Approved as to Form:

Downs, Lyndsey Digitally signed by Downs,
Lyndsey
Date: 2024.12.04 09:43:54 -08'00'
Deputy Prosecuting Attorney

SNOHOMISH REGIONAL DRUG TASK FORCE INTER-LOCAL AGREEMENT
EXHIBIT A

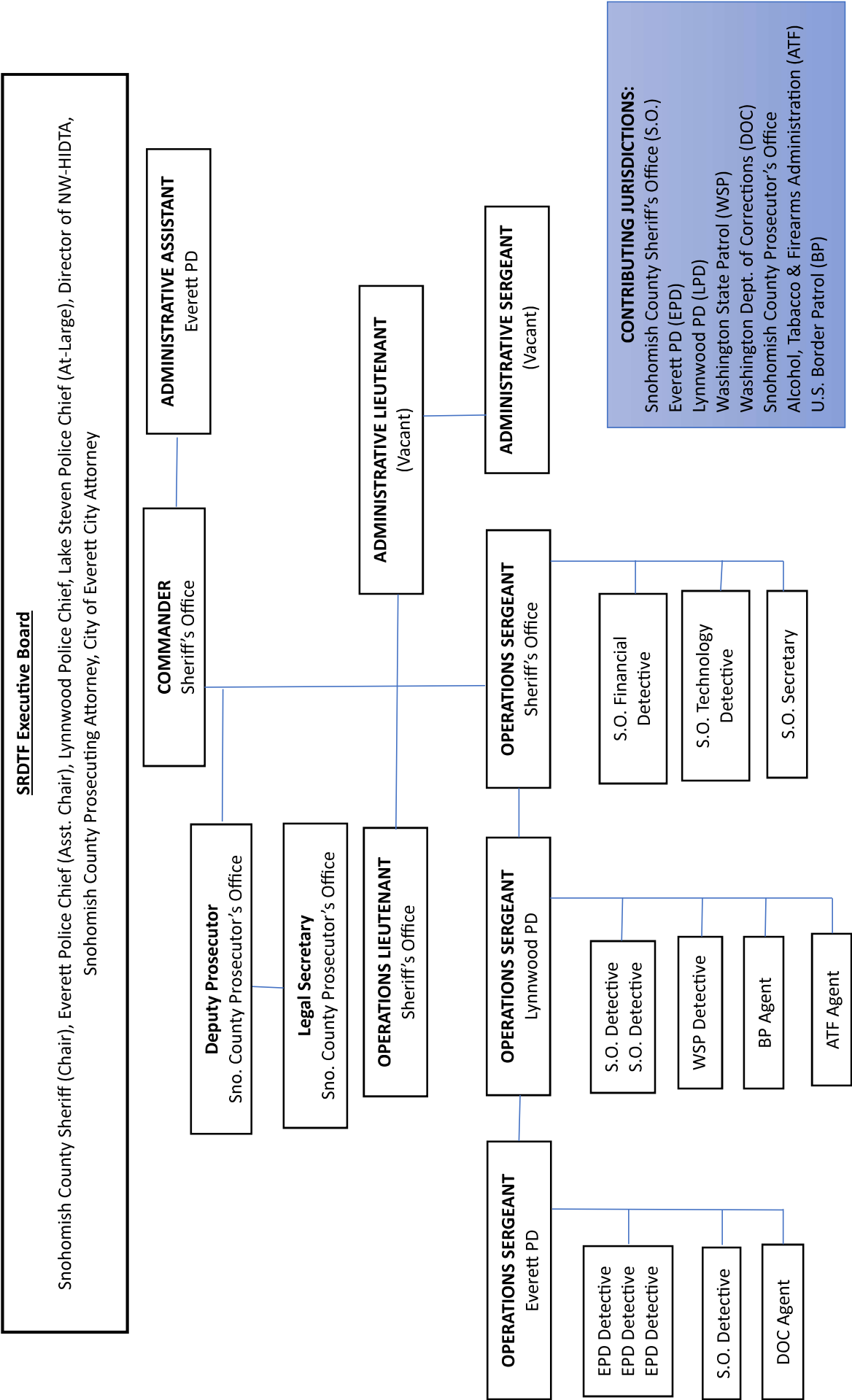


EXHIBIT B

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, 2025 – December 31, 2025

EVERETT POLICE DEPARTMENT

1 Sergeant	Everett PD
1 Detective	Everett PD
1 Detective	Everett PD
1 Detective	Everett PD
1 Detective	Everett PD- Vacant
1 Detective	Everett PD - Vacant
1 Detective	Everett PD - Vacant
1 Support Personnel	Everett PD

FUNDING

SNOHOMISH COUNTY SHERIFF'S OFFICE

1 Task Force Commander	Snohomish County Sheriff
1 Lieutenant	Snohomish County Sheriff
1 Sergeant	Snohomish County Sheriff
1 Sergeant	Snohomish County Sheriff – Vacant
1 Detective	Snohomish County Sheriff
1 Detective	Snohomish County Sheriff
1 Detective	Snohomish County Sheriff
1 Detective	Snohomish County Sheriff - Vacant
1 Detective	Snohomish County Sheriff – Vacant
1 K9 Detective	Snohomish County Sheriff
1 Support Staff	Snohomish County Sheriff

FUNDING

LYNNWOOD POLICE DEPARTMENT

1 Sergeant	Lynnwood PD
1 Detective	Lynnwood PD – Vacant

FUNDING

SNOHOMISH COUNTY PROSECUTOR'S OFFICE **FUNDING**

.5 Support Staff

Snohomish County Prosecutor

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	39%	
Snoh Co Sheriff's Off	7	7	54%	
Lynnwood PD	1	1	7%	
WSP	1	1		Fr. 10% WaSt Tx
DOC	1	1		Fr. 10% WaSt Tx
SC Pros Atty	1.5	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, 2024, Population of Cities, Towns and Counties \(wa.gov\)](https://www.wa.gov)

JURISDICTION	POPULATION April 1, 2024	PERCENTAGE	2025 ALLOCATION AMOUNT
Arlington	22,980	2.65%	\$ 5,686.00
Bothell	20,380	2.35%	\$ 5,042.00
Brier	6,600	0.76%	\$ 1,631.00
Darrington	1,515	0.17%	\$ 365.00
Edmonds	43,420	5.01%	\$ 10,749.00
Everett	114,800	13.24%	\$ 28,407.00
Gold Bar	2,310	0.27%	\$ 579.00
Granite Falls	4,775	0.55%	\$ 1,180.00
Index	160	0.02%	\$ 43.00
Lake Stevens	41,540	4.79%	\$ 10,277.00
Lynnwood	41,500	4.79%	\$ 10,277.00
Marysville	74,390	8.58%	\$ 18,409.00
Mill Creek	21,630	2.49%	\$ 5,342.00
Monroe	20,830	2.40%	\$ 5,149.00
Mountlake Terrace	24,260	2.80%	\$ 6,007.00
Mukilteo	21,590	2.49%	\$ 5,342.00
Snohomish	10,350	1.19%	\$ 2,553.00
Stanwood	8,865	1.02%	\$ 2,188.00
Sultan	7,160	0.83%	\$ 1,781.00
Snohomish County	378,045	43.60%	\$ 93,545.00
TOTALS:	867,100	100%	\$ 214,552.00

Commander Salary	\$ 231,702
Sergeant Salary	\$ -
Task Force Analyst Salary	\$ 26,850
Credit for (Commerce Grant Year End Balance 2024)	
Commander Baines	\$ (44,000)
ILA Contributions Allocations	\$ 214,552

Increase to Commanders Salary
 2024 COLA increase of 4.51% retro back to Jan 1, 2024
 2025 COLA increase of 3.63% effective Jan 1, 2025