

**INTERGOVERNMENTAL SERVICES AGREEMENT REGARDING
SNOHOMISH REGIONAL DRUG AND GANG TASK FORCE FUNDING**

THIS INTERGOVERNMENTAL SERVICES AGREEMENT REGARDING SNOHOMISH REGIONAL DRUG AND GANG TASK FORCE FUNDING (the "AGREEMENT"), is entered into by and between Snohomish County, a political subdivision of the State of Washington, acting on behalf of Snohomish County and following cities, agencies and district:

City of Arlington	City of Lake Stevens
City of Bothell	City of Lynnwood
City of Brier	City of Marysville
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 Forest Park	DSHS, Child Protective Services
Snohomish Health District	Washington State Patrol

pursuant to the authority granted by that certain interlocal agreement effective July 1, 2015, (such parties collectively, the "Participating Jurisdictions"; such interlocal agreement, the "Current Interlocal Agreement"), and the City of Everett, a municipal corporation of the State of Washington.

WHEREAS, the Participating Jurisdictions have by interlocal agreement established the Snohomish Regional Drug and Gang Task Force (the "Task Force") for the purpose of reducing drug availability and trafficking in our communities;

WHEREAS, interlocal agreements governing the Task Force have been in effect continuously since 1988;

WHEREAS, the City of Everett has participated in the Task Force since its inception, and the City of Everett's entire narcotics unit has been assigned to the Task Force since January 1, 2000;

WHEREAS; the Task Force incurs operational expenditures related to equipping the City of Everett narcotics unit staff;

WHEREAS, pursuant to the Current Interlocal Agreement the City of Everett is obligated to contribute \$27,697.00 to the Task Force;

WHEREAS, the purpose of this Agreement is to establish additional financial contributions the City of Everett will make to the Task Force to provide for operational needs associated with the narcotics unit staff for the time period from July 1, 2015, to June 30,

**RETURN TO
EVERETT CITY CLERK
2930 Wetmore
Everett, WA 98201**

2016;

WHEREAS, the Current Interlocal Agreement authorizes Snohomish County to execute on behalf of the Participating Jurisdictions all agreements and contracts recommended for approval by the Task Executive Board, by and through its chairman, for the purpose of administrating assets and resources available to the Task Force; and

WHEREAS, the Task Force Commander and Task Force Executive Board have determined that execution of this Agreement is the best interests of the Task Force and its Participating Jurisdictions, and have recommended that it be approved by Snohomish County on behalf of the Participating Jurisdictions;

NOW, THEREFORE, Snohomish County, on behalf of the Participating Jurisdictions, and the City of Everett hereby agree as follows:

1. Purpose of Agreement. The purpose of this Agreement is to set forth the terms of the City of Everett's additional financial contribution to the Task Force for the time period from July 1, 2015 to June 30, 2016.
2. City of Everett Financial Contribution.
 - a. In addition to the \$27,697.00 to be contributed pursuant to the Current Interlocal Agreement by the City of Everett, to defray the Task Force's operational costs associated with equipping City of Everett narcotics unit staff, the City of Everett agrees that the Task Force shall retain up to \$200,000 of the net monetary proceeds to which the City of Everett is otherwise entitled under Section 5.3 of the Current Interlocal Agreement.
 - b. If such net monetary proceeds are less than \$200,000, the Task Force's retainage shall be limited to the lesser amount. In no event will the City of Everett make up the difference between the lesser amount and \$200,000. If such net monetary proceeds exceed \$200,000, the excess will be distributed to the City of Everett.
3. Duration. This Agreement shall govern contributions provided between July 1, 2015, and June 30, 2016.
4. No Other Funding Agreement in Effect. All of the City of Everett's financial obligations to the Task Force are included in this Agreement and in the Current Interlocal Agreement. No other agreement is in effect that requires the City of Everett to fund the Task Force. As of the date of this Agreement, the Task Force acknowledges that the City of Everett has paid-in-full all contributions or other payments required any previous Task Force agreement.
5. Termination. This Agreement may be terminated by the City of Everett or by Snohomish County, acting on behalf of the Participating Jurisdictions, by providing written notice of termination to the other party specifying the effective date of termination, which must be at least thirty (30) days after such written notice. Withdrawal of a Participating

Jurisdiction from the Task Force pursuant to Section 9.1 of the Current Interlocal Agreement, shall terminate this Agreement as to that jurisdiction. If this Agreement is so terminated, the funds paid under Section 1 of this Agreement shall be adjusted by proration based on a 365 day year. If this Agreement extends beyond the current fiscal year, the obligations of the parties in succeeding fiscal years is contingent upon legislative appropriation for the purposes of this agreement as provided by law.

6. Hold Harmless. Each party agrees to be responsible and assume liability for its own wrongful and negligent acts or omissions, or those of its officers, agents or employees, as provided in Section 10 of the Current Interlocal Agreement.

7. Venue. This Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this agreement shall be in the Superior Court of the Snohomish County, Washington.

CITY OF EVERETT

BY:

Ray Stephenson 9-12-2015
Mayor Date

ATTEST:

Jan Nesen 9-12-15
City Clerk - Deputy Date

Approved as to form:

James D. Deo 9/19/15
City Attorney Date

SNOHOMISH COUNTY ON BEHALF OF PARTICIPATING JURISDICTIONS

STEPHEN CLIFTON
Executive Director

BY:

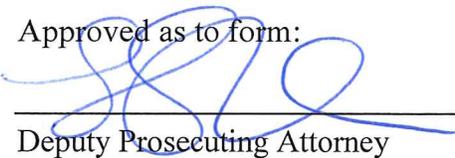
Stephen Clifton 10-28-2015
John Lovick, County Executive Date

BY:

Deanne Baer 9/30/15
Risk Manager, Date

COUNCIL USE ONLY
Approved: 10.27.15
Docfile: D-8

Approved as to form:



9/22/15

Deputy Prosecuting Attorney

Date

TASK FORCE EXECUTIVE BOARD

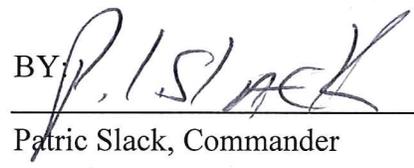
**Approved and recommended for execution
by Snohomish County on behalf of
Participating Jurisdictions:**

BY: 

9/28/2015

Robert Trenary, Chair

Date

BY: 

09/22/15

Patric Slack, Commander

Date

Agreement

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

#12

PROJECT TITLE:

Intergovernmental Services
Agreement Regarding
Snohomish Regional Drug &
Gang Task Force Funding

- _____ Briefing
- _____ Proposed Action
- _____ Consent
- _____ Action
- _____ First Reading
- _____ Second Reading
- _____ Third Reading
- _____ Public Hearing
- _____ Budget Advisory

COUNCIL BILL # _____
 Originating Department Police
 Contact Person D/C Jim Lever
 Phone Number 425-257-8418
 FOR AGENDA OF September 2, 2015

Initialed by:
 Department Head _____
 CAA db
 Council President AO

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
	Interlocal Agreement – continually in effect since 01/18/1988 (06/24/15)	Intergovernmental Services Agreement	Police, Legal

Amount Budgeted	-0-	
Expenditure Required	-0-	
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

The City of Everett enters into an annual agreement with other local jurisdictions for the operation of the Snohomish Regional Drug & Gang Task Force (current Interlocal Agreement). The current Interlocal Agreement provides for each jurisdiction to contribute toward the local match requirements for federal grant funds. The City of Everett's share for the agreement of July 1, 2015, to June 30, 2016, is \$27,697.00.

The purpose of this agreement is to establish additional financial support by the City of Everett to defray the Task Force's operational costs associated with equipping City of Everett narcotics unit staff. Such costs include office space, equipment (computers, printers, fax, phones, furniture, etc.) and supplies, training and travel, as well as the cost of vehicles, fuel and maintenance not covered by the current Interlocal Agreement.

This Intergovernmental Services Agreement provides that the Task Force may retain up to \$200,000.00 of the net monetary proceeds to which the City of Everett is entitled under Section 5.3 of the current Interlocal Agreement regarding asset forfeiture. If such net monetary proceeds fall short of this amount, the City is not obligated to pay the difference. This agreement is for the period of July 1, 2015 through June 30, 2016.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign the Intergovernmental Services Agreement with other local jurisdictions regarding Snohomish Regional Drug and Gang Task Force funding for annual operational costs.

*Council approved
9/2/15
of.p.*