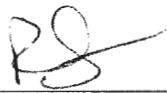


CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 25, 2017

AGENDA ITEM:	
Amend Snohomish Regional Drug and Gang Task Force Interlocal	
PREPARED BY:	DIRECTOR APPROVAL:
Richard Smith	
DEPARTMENT:	
Police	
ATTACHMENTS:	
Yes	
BUDGET CODE:	AMOUNT:
00103426.551000	\$4,774.00
SUMMARY:	

This is an amendment to the existing Interlocal agreement with the Snohomish Regional Drug and Gang Task Force. The amount of payment is for the remaining 2017 agreement. Exhibit E specifically addresses the leadership and Commander position within the task force. There will be a renewal of this Interlocal early in 2018.

RECOMMENDED ACTION: That the Council approve the amended Interlocal between the Snohomish Regional Drug & Gang Task Force and the City of Marysville Police Department.

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

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

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

WITNESSES THAT:

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

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

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

1. Section 1.2 of the Interlocal Agreement is amended to read, in its entirety, as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SNOHOMISH COUNTY:

County Executive

Approved as to Form:

Deputy Prosecuting Attorney

EXHIBIT A

Snohomish Regional Drug & Gang Task Force

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

<u>EVERETT POLICE DEPARTMENT</u>		<u>FUNDING</u>	
1 Lieutenant	1	Everett PD	
1 Sergeant	2	Everett PD	
1 Detective	3	Everett PD	
1 Detective	4	Everett PD	
1 Detective	5	Everett PD	
1 Detective	6	Everett PD	
1 Detective	7	Everett PD	
1 Detective		Everett PD	<i>VACANT</i>
1 Support Personnel	8	Everett PD	8
<u>SNOHOMISH COUNTY SHERIFF'S OFFICE</u>		<u>FUNDING</u>	
1 Task Force Commander	1	Justice Assistance Grant	
1 Lieutenant	2	Snohomish County Sheriff	
1 Sergeant	3	Justice Assistance Grant	
1 Sergeant	4	Snohomish County Sheriff	
1 Detective	5	Snohomish County Sheriff	
1 Detective	6	Snohomish County Sheriff	
1 Detective	7	Snohomish County Sheriff	
1 Detective	8	Snohomish County Sheriff	
1 Detective		Snohomish County Sheriff	<i>VACANT</i>
1 Detective	9	Snohomish County Sheriff	
1 Information Deputy	10	Snohomish County Sheriff	
1 K9 Detective	11	Snohomish County Sheriff	
1 Support Staff	12	Snohomish County Sheriff	12
<u>EDMONDS POLICE DEPARTMENT</u>			
1 Detective	1	Edmonds PD	1
<u>LYNNWOOD POLICE DEPARTMENT</u>			
1 Sergeant	1	Lynnwood PD	
1 Detective	2	Lynnwood PD	
1 Detective	3	Lynnwood PD	3
<u>MOUNTLAKE TERRACE POLICE DEPARTMENT</u>			
1 Detective		Mountlake Terrace PD	<i>VACANT</i>
<u>SNOHOMISH COUNTY PROSECUTOR'S OFFICE</u>		<u>FUNDING</u>	
1 Deputy Prosecutor	1	Seizure Funding	
1 Support Staff	2	Seizure Funding	2
<u>STATE OF WASHINGTON</u>		<u>FUNDING</u>	
1 Detective	1	Washington State Patrol	
1 Agent	2	Department of Corrections	2
<u>WA STATE GAMBLING COMMISSION</u>		<u>FUNDING</u>	
1 Agent		Washington State	<i>VACANT</i>

<u>NATIONAL GUARD</u>		<u>FUNDING</u>		
1	Intelligence Analyst		Washington National Guard	VACANT
<u>BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES</u>		<u>FUNDING</u>		
1	Agent		ATF	VACANT
<u>DRUG ENFORCEMENT AGENCY</u>		<u>FUNDING</u>		
1	Agent	1	Drug Enforcement Agency	1
<u>INTERNAL REVENUE SERVICE</u>		<u>FUNDING</u>		
1	Agent		Internal Revenue Service	VACANT
<u>ICE / H.S.I.</u>		<u>FUNDING</u>		
1	Agent	1	Immigration And Customs Enforcement	1
<u>NAVAL CRIMINAL INTELLIGENCE SERVICE</u>		<u>FUNDING</u>		
1	Agent		NCIS	VACANT
<u>FEDERAL BUREAU OF INVESTIGATIONS</u>		<u>FUNDING</u>		
1	Agent	1	FBI	
1	Agent	2	FBI	2

SRDGTF Executive Board

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

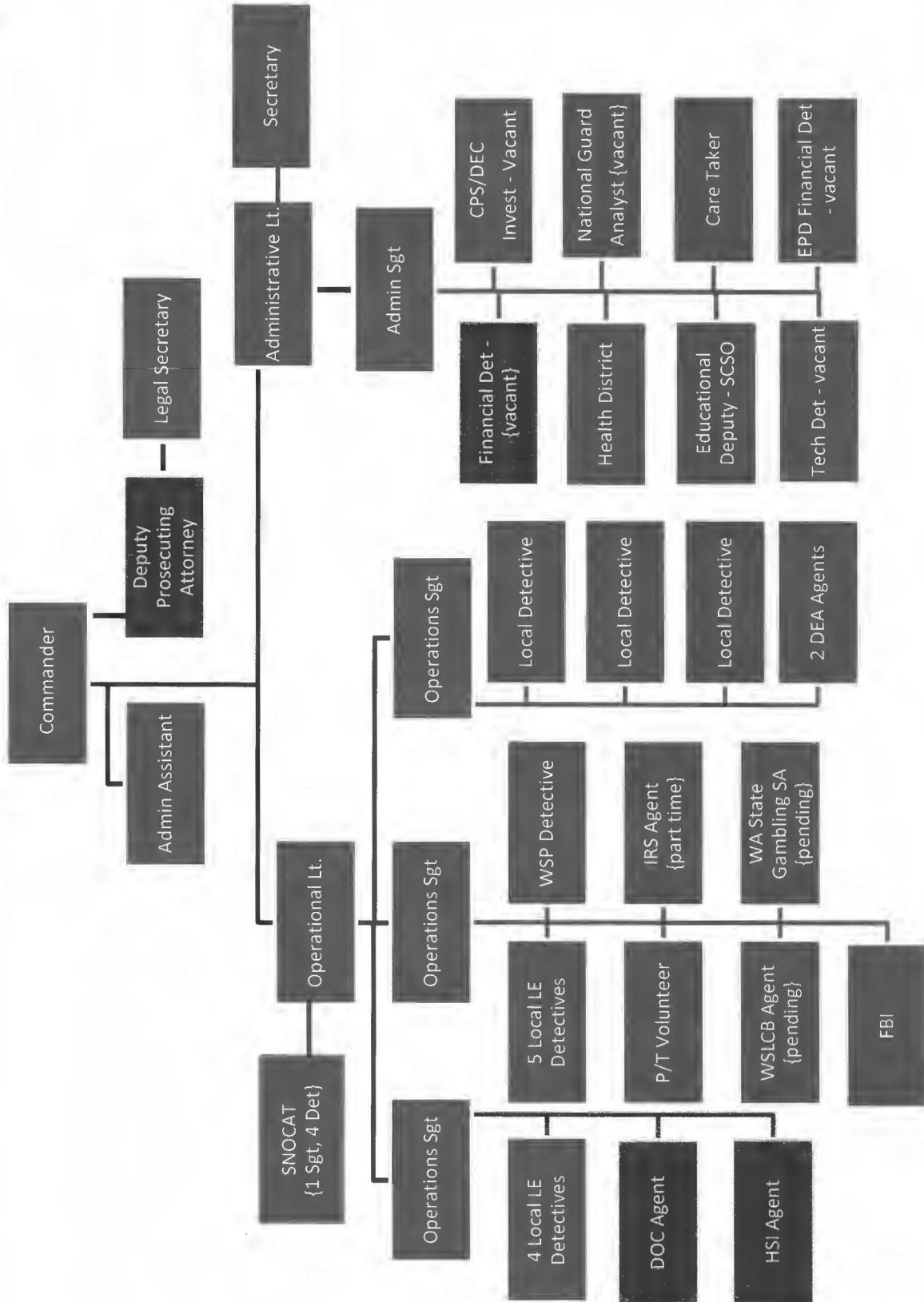


EXHIBIT C

Snohomish Regional Drug & Gang Task Force

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

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

EXHIBIT E

Snohomish Regional Drug & Gang Task Force

Commander Selection

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

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

ATTEST:

APPROVED AT THE DIRECTION OF THE PARTICIPATING JURISDICTION:

Title _____

Dated _____
Jurisdiction of _____

ATTEST:

Jurisdiction Clerk

Dated _____

APPROVED AS TO FORM:

Jurisdiction Attorney

Dated _____