

INTERLOCAL AGREEMENT BETWEEN  
PARTICIPATING JURISDICTIONS IN THE SNOHOMISH REGIONAL DRUG & GANG  
TASK FORCE AND THE CITY OF ARLINGTON  
RELATING TO A POLICE K9 TEAM INTERNSHIP

**THIS AGREEMENT**, entered into by and between Snohomish County, a political sub-division of the State of Washington, acting on behalf of Snohomish County and the following cities, agencies, tribes, and district:

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

pursuant to the authority granted by that certain interlocal agreement effective July 1, 2014, (hereinafter collectively referred to as either the Snohomish Regional Drug Task Force or SRD & GTF) and the City of Arlington, a Washington municipal corporation, (hereinafter referred to as THE CITY).

**WHEREAS**, interlocal agreements governing the SRD& GTF have been in effect continuously since 1988 with the most recent interlocal agreement having taken effect on July 1, 2006; and

**WHEREAS**, the SRD& GTF and THE CITY are both authorized to enforce the provisions of chapter 69.50 RCW; and

**WHEREAS**, the SRD &GTF desires to employ one full-time CITY Police K9 and Police Officer/Handler (hereinafter referred to as Police K9 Team) to assist in enforcement of chapter 69.50 RCW; and

**WHEREAS**, Chapter 39.34 RCW authorizes two or more public entities to contract with each other to perform functions that each may individually perform; and

**NOW THEREFORE**, in consideration of the covenants, conditions, performances, and promises contained herein, the parties agree as follows:

**1.0 SCOPE OF SERVICES**

During the term of this agreement, THE CITY shall employ, dedicate and assign one full-time Police K9 Team to the SRD& GTF.

THE SRD & GTF shall provide the Police K9 Team assigned to SRD & GTF cases under this agreement with all necessary training, specialized equipment not already provided by City, vehicle, supplies and information sources necessary to carry out his/her duties.

**2.0 TERM OF AGREEMENT**

This agreement shall take effect on May 01, 2015, and continue in effect through July 31, 2015, unless earlier terminated as provided in this agreement.

2.1 At the expiration of the Initial Term, this Agreement may automatically renew for a successive (3) month period unless either party provides notice of its intent not to renew this Agreement at least thirty (30) days prior to the expiration of the then current term.

**3.0 COMPENSATION**

The SRD& GTF will reimburse THE CITY within 30 days of receipt of invoicing by THE CITY, for actual overtime wages paid to the Police K9 Team for overtime hours worked providing services under this agreement at the following rates:

One and one-half (1-1/2) times the employee's straight-time rate of pay in accordance with the Collective Bargaining Agreement between the City of Arlington, Washington and the Arlington Police Officers' Association, as determined by the City of Arlington Finance Department.

A one-time payment of \$15,000.00 to support the Arlington Police Department K9 Program. \_

3.1 If this Agreement is renewed for a successive (3) month period past the Initial Term, THE CITY and the SRD & GTF each reserves the right to renegotiate compensation.

**4.0 COMMAND AND CONTROL**

The Police K9 Team providing services under the terms of this agreement shall be under the direct command and control of the SRD & GTF Commander or designee and shall perform the duties required by this agreement in a manner consistent with SRD & GTF policy and regulations, applicable state and local laws, and the Constitutions of the State of Washington and the United States. The specific assignment of personnel to accomplish the purpose of this agreement shall be at the discretion of the Public Safety Director of THE CITY or designee.

**5.0 TERMINATION.**

Either party may terminate this Agreement for any reason upon providing written notice to the other party 30 days prior to the effective termination date, in which case the SRD & GTF shall compensate THE CITY only for the costs of those services provided through the period of time this Agreement remains in effect. Termination shall not affect the rights of the either party under other sections of this Agreement.

**6.0 NOTICES.** Any notice provided for or concerning this Agreement shall be in writing and shall be deemed given when delivered personally or when sent by certified or registered mail to the following:

Any notice to the SRD & GTF shall be sent or delivered to:

Pat Slack, Commander  
Snohomish Regional Drug & Gang Task Force  
3000 Rockefeller Avenue, M/S 606  
Everett, WA 98201

Any notice to THE CITY shall be sent or delivered to:

Bruce Stedman, Director of Public Safety  
110 E. 3<sup>rd</sup> Street  
Arlington, WA 98223

**7.0 INDEMNIFICATION.**

7.1 The SRD & GTF shall protect, save harmless, indemnify and defend THE CITY, its elected and appointed officials, officers, employees and agents, from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or SRDTF employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the SRD & GTF in performance of this Agreement, its elected or appointed officials, officers, employees or agents, except to the extent the loss or claim is attributable to the negligence or willful misconduct of THE CITY, its elected or appointed officials, officers, employees or agents.

7.2 THE CITY shall protect, save harmless, indemnify and defend SRD & GTF, its elected and appointed officials, officers, employees and agents from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or THE CITY employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of THE CITY in performance of this Agreement, its elected or appointed officials, officers, employees or agents, except to the extent the loss or claim is attributable to the negligence or willful misconduct of SRD & GTF, its elected or appointed officials, officers, employees or agents.

**8.0 AUDITS AND INSPECTIONS.** The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by SRD & GTF or THE CITY during the term of this Agreement and for a period of three years after termination.

**9.0 AMENDMENTS.** This Agreement may be amended at any time by mutual written agreement of the parties that is executed and filed with the Auditor as required by RCW 39.34.040.

**10.0 NO THIRD PARTY BENEFICIARY.** SRD & GTF and THE CITY agree that this Agreement shall not confer third party beneficiary status on any non-party.

**11.0 LEGAL REQUIREMENTS.** Both parties shall comply with all applicable federal, state and local laws in performing this Agreement.

**12.0 VENUE.** The laws of the State of Washington shall apply to the construction and enforcement of this agreement. Any action at law, suit in equity, or judicial proceedings for the enforcement of this agreement or any provision hereto shall be in the Superior Court of Snohomish County, Everett, Washington.

**13.0 WAIVER OF DEFAULT.** Waiver of any default shall not be deemed as a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval by SRD & GTF and THE CITY, which shall be attached to the original Agreement and filed with the Auditor.

**14.0 DISPUTE RESOLUTION**

14.1 In the event differences between SRD &GTF and THE CITY should arise over the terms and conditions of this Agreement, both the SRD & GTF Commander and the Director of Public Safety, or their respective designees, shall attempt to resolve any problems on an informal basis.

14.2 If the problem cannot be resolved informally, the matter shall be referred to the Snohomish County Dispute Resolution Center for mediation.

14.3 If mediation is not successful, either party may institute legal action to enforce the terms and conditions of this Agreement. The prevailing party in any legal action shall be entitled to reasonable attorney's fees and court costs.

**15.0 ENTIRE AGREEMENT.** The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance and the provisions of this Agreement.

**16.0 SEVERABILITY CLAUSE.** Should any clause, phrase, sentence or paragraph of this

Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement.

“CITY”

“SRD & GTF”

**City of Arlington**

**Snohomish County**

  
\_\_\_\_\_  
Bruce Stedman, Director of Public Safety

  
\_\_\_\_\_  
John Lovick, County Executive

Date MAY 19, 2015

Date 7/24/2015

APPROVED AS TO FORM:

RECOMMENDED FOR APPROVAL

  
\_\_\_\_\_  
City Attorney

  
\_\_\_\_\_  
Ty Trenary, Sheriff

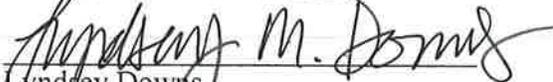
Date 5/19/15

\_\_\_\_\_  
Pat Slack, Task Force Commander

APPROVED:

APPROVED AS TO FORM:

\_\_\_\_\_

  
\_\_\_\_\_  
Lyndsey Downs  
Deputy Prosecuting Attorney

Date \_\_\_\_\_

  
\_\_\_\_\_  
Keith Mitchell, Risk Management Designee