EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
2016-2017 Interlocal Agreement between Snohomish County and the City of Everett for Sex Offender Address and Residency Verification Program Services

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

COUNCIL BILL #	
Originating Dept.	Police
Contact Person	James Lever
Phone Number	425-257-8418
FOR AGENDA OF	September 21, 2016

Initialed by:
Department Head _____
CAA _____
Council President _____

Location	Preceding Action	Attachments	Department(s) Approval
		Interlocal Agreement	Police, Legal

Amount Budgeted	$101,000	Account Number: 156-334-0110-701
Expenditure Required	$101,000	Account Number(s): 031-570-1000-XXX 156-570-1000-XXX
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

The State of Washington has provided the Washington Association of Sheriffs and Police Chiefs with funding for local units of government to verify addresses and residency of registered sex and kidnapping offenders. Snohomish County has used its share of the State grant funds to create and operate a multi-jurisdictional, regional task force to perform the address and residency verifications of registered sex and kidnapping offenders.

This Interlocal Agreement with Snohomish County allows for the City of Everett to assign a full-time police detective to work with this task force. The City will be reimbursed for the detective position by Snohomish County with the State grant monies in the amount of $101,000 for the period of July 1, 2016 to June 30, 2017.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign the 2016-2017 Interlocal Agreement between Snohomish County and the City of Everett for Sex Offender Address and Residency Verification Program Services.

INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF EVERETT FOR SEX OFFENDER ADDRESS AND RESIDENCY VERIFICATION PROGRAM SERVICES

This Interlocal Agreement Between Snohomish County And The City Of Everett For Sex Offender Address And Residency Verification Program Services (the "Agreement"), is entered into by and between Snohomish County, a political subdivision of the State of Washington (hereinafter referred to as the "County"), and the City of Everett, a municipal corporation of the State of Washington (hereinafter referred to as the "City").

RECITALS

A. The Washington Association of Sheriffs and Police Chiefs ("WASPC") has received funds from the State of Washington to provide grants to local units of government to verify the address and residency of all registered sex offenders and kidnapping offenders under RCW 9A.44.130; and

B. Snohomish County, through its Sheriff's Office ("SCSO"), and WASPC entered into an Interagency Agreement dated July 1, 2016 (hereinafter "Grant Contract"), whereby the County has agreed to use specified grant funds (hereinafter "Grant Funds") to create and operate a multi-jurisdictional, regional, task force (hereinafter the "Task Force") to coordinate selected law enforcement activities, resources, and functions to contact and verify the address and residency of sex offenders and kidnapping offenders within incorporated and unincorporated areas of Snohomish County; and

C. Chapter 39.34 RCW permits one or more public agencies to contract with any one or more public agency to perform any governmental service, activity, or undertaking that each public agency is authorized by law to perform; and

D. The City is authorized to perform each service contemplated herein; and

E. The City desires to participate as a member of the Task Force, with Snohomish County administering task force Grant Funds, pursuant to the terms and conditions set forth in this Agreement

AGREEMENT

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

1.0 TASK FORCE COMPOSITION, PURPOSE, AND TERM

1.1 The Task Force will be composed of law enforcement and prosecutor personnel. Its purpose is to coordinate selected law enforcement activities, resources, and functions to contact and verify the address and residency of sex offenders and kidnapping offenders within incorporated and unincorporated areas of Snohomish County.

1.2 This Agreement shall govern each party's participation in the Task Force beginning July 1, 2016, and continuing through June 30, 2017, unless earlier terminated or modified as provided in this Agreement. As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it has (i) been duly executed by both parties, and (ii) either filed with the County Auditor or posted on the County's Interlocal Agreements website.

2.0 ORGANIZATION

2.1 The County is the administrator of this Agreement.

2.2 A SCSO Investigations Sergeant will direct all law enforcement personnel assigned to the Task Force under this Agreement or similarly executed agreements, in their operational duties.

2.3 The County will provide office space, including a workstation, telephone and office supplies for use by the City Officer.

2.4 Except as provided in Section 3.1, nothing in this Agreement shall restrict the ability of the County or the City to reassign personnel and related equipment and supplies assigned under this Agreement.

3.0 OBLIGATIONS OF CITY

3.1 During the term of this Agreement, the City shall employ, dedicate and assign one (1) full-time police officer ("City Officer") to the County for inclusion in the Task Force.

3.2 The City Officer's operational assignments will be directed by a SCSO Investigations Sergeant who supervises the Registered Sex Offender Unit.

3.3 The City Officer assigned to the Task Force pursuant to this Agreement shall remain subject to the policies, procedures and directives of the City.

3.4 The City agrees to make any certified assurances required by the Agreement that are within its particular control, and agrees to make all its records related to the Task Force available for inspection consistent with the Agreement and applicable state and federal laws.

4.0 BUDGET AND COMPENSATION

4.1 The County, through its Sheriff's Office, shall serve as the fiscal agent and manage Grant Funds, including reimbursement to participating jurisdictions. All revenues collected or generated by or for the Task Force shall be maintained by the County pursuant to law.

4.2 The County will reimburse the City one hundred and one thousand dollars and no cents ($101,000.00).

4.3 The City will send quarterly invoices to the County equal to 25% of the total reimbursement, $25,250.00.

4.4 The County will make payments within thirty (30) days from receipt of the quarterly invoice. Invoices shall be sent to Snohomish County Sheriff's Office, Fiscal Division, 3000 Rockefeller Avenue, M/S 606, Everett, WA 98201.

5.0 GENERAL ADMINISTRATION

5.1 The County agrees to provide WASPC with the necessary documentation to receive Grant Funds.

5.2 Any factual dispute between the County and the City that relates to this Agreement shall be referred for resolution to the Sheriff, or his/her designee, and

the City's Mayor, or his/her designee. In the event the dispute cannot be resolved between the parties to each party's mutual satisfaction, the issue shall be submitted to mediation through the Snohomish County Dispute Resolution Center. Both parties agree to utilize this process prior to the institution of any legal action to enforce the terms and conditions of this agreement. The cost of mediation shall be borne equally by the parties.

5.3 The City shall provide the maximum opportunity to Minority and Women Owed Business Enterprises to participate in the performance of this Agreement.

6.0 REAL AND PERSONAL PROPERTY

All real or personal property acquired through Grant Funds or activities of the Task Force will be held by the County.

7.0 ACQUISITION AND USE OF EQUIPMENT

7.1 All equipment purchased with Grant Funds by the County will be held by the County.

7.2 All equipment purchased with Grant Funds by the City will be held by the City

7.3 Any equipment purchased with Grant Funds will only be used as permitted by the terms of the Grant Contract.

7.4 Upon termination of this Agreement, any equipment purchased or otherwise provided by the City will be returned to the City unless otherwise agreed by the parties.

7.5 Upon termination of this Agreement, the County will dispose of all acquired equipment in accordance with applicable federal, state and county requirements.

8.0 MODIFICATION

Each party reserves 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 with the same formality as this Agreement.

9.0 TERMINATION OF AGREEMENT

Notwithstanding any provisions of this Agreement, either party may terminate this Agreement by providing written notice of such withdrawal specifying the effective date thereof at least thirty (30) days prior to such date. The terminating party may take with it any equipment it has loaned or donated to the Task Force.

10.0 HOLD HARMLESS

10.1 The County shall save, hold 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 County employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the County 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.

10.2 The City shall save, hold harmless, indemnify and defend the County and WASPC, 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 the County, its elected or appointed officials, officers, employees or agents.

11.0 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.

12.0 INTEGRATION

This Agreement constitutes the whole and entire agreement among the 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.

13.0 SEVERABILITY

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

Dated this _____ day of _____, 2016.

"County" SNOHOMISH COUNTY	"City" CITY OF EVERETT
_____ County Executive Date	_____ City Mayor Date
By_____ Ty Trenary, Sheriff Dated: _____	By _____ City Clerk Dated: _____
Approved as to form only: Lindsey M. Doms 8/18/16 Deputy Prosecuting Attorney	Approved as to form only: _____ City Attorney

Reviewed by Risk Management

_____
Risk Manager