

**INTERLOCAL AGREEMENT BETWEEN
SNOHOMISH COUNTY AND THE WASHINGTON STATE PATROL
FOR AUTO THEFT TASK FORCE SERVICES**

This Interlocal Agreement Between Snohomish County And The Washington State Patrol For Auto Theft Task Force 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 Washington State Patrol, an agency of the State of Washington (hereinafter referred to as the “WSP”).

RECITALS

- A. The Washington Auto Theft Prevention Authority (hereinafter WATPA) has received funds from the passage of House Bill 1001 to provide grants to local units of government for auto theft prevention; and
- B. The County and WATPA have entered into an Auto Theft Prevention Grant Contract (hereinafter “Grant Contract”) whereby the County shall use specified grant funds (hereinafter “Grant Funds”) to create and operate a multi-jurisdictional, regional, auto theft task force (hereinafter the “Task Force”); and
- C. RCW 39.34 permits one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking that each public agency is authorized by law to perform; and
- D. Several jurisdictions desire to participate as members of the Task Force with Snohomish County administering task force project grants; and
- E. The WSP desires to enter into an agreement with Snohomish County in order to participate in the Task Force and enable Snohomish County to reimburse the WSP for such participation; and
- F. The WSP is authorized to perform each service contemplated herein.

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 WSP agrees to cooperate in the Task Force, composed of law enforcement, prosecutor, and support personnel, in order to jointly coordinate selected law enforcement activities, resources, and functions to prevent auto theft and to investigate and prosecute auto theft offenders in Snohomish County.
- 1.2 This Agreement shall take effect July 1, 2021, and continue in effect through June 30, 2023, unless earlier terminated or modified as provided in this Agreement.

2.0 ORGANIZATION

- 2.1 The County will be the administrator of this Agreement.
- 2.2 A Snohomish County Sheriff's Office lieutenant will direct all law enforcement personnel assigned to the County, under this Agreement or similarly executed agreements, in their operational duties.
- 2.3 Additional law enforcement personnel may be provided to the Task Force by separate interlocal agreement entered into between the County and other jurisdictions.
- 2.4 Nothing in this Agreement shall restrict the ability of the County or the WSP to reassign personnel and related equipment and supplies assigned under this Agreement.

3.0 OBLIGATIONS OF WSP

- 3.1 During the term of this Agreement, the WSP shall employ, dedicate and assign one full-time sergeant to the County for inclusion in the Task Force.
- 3.2 The sergeant's operational assignments will be directed by a Sheriff's Office lieutenant assigned to the Task Force.
- 3.3 The sergeant assigned to the County pursuant to this Agreement shall remain subject to the policies, procedures and directives of the WSP.

- 3.4 The WSP agrees to make any certified assurances required by the Grant Contract that are within its particular control, and agrees to make all its records related to the Task Force available for inspection consistent with the Grant Contract 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 WSP actual expenses for salary and benefits up to a maximum amount of \$172,137.00 for (July 1, 2021 – June 30, 2022) and \$172,137.00 for (July 1, 2022 – June 30, 2023). Overtime up to \$8,750.00/ per 24 months. The WSP will send monthly invoices to the County with supporting documentation.
- 4.3 The County will make payments within thirty (30) days from receipt of the monthly invoice. Invoices shall be sent to Snohomish County Sheriff's Office, Fiscal Division, Mail Stop 606, 3000 Rockefeller Ave., Everett, WA 98201.
- 4.4 Total reimbursement under this contract shall not exceed \$353,024.00.

5.0 GENERAL ADMINISTRATION

- 5.1 The County agrees to provide WATPA with the necessary documentation to receive Grant Funds.
- 5.2 Any factual dispute between the County and the WSP that relates to this Agreement shall be referred for resolution to the Sheriff, or his/her designee, and the WSP's Chief, 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 WSP shall provide the maximum opportunity to Minority and Women Owned Business Enterprises to participate in the performance of this Agreement.

6.0 ASSET FORFEITURE

- 6.1 All potential asset forfeitures initiated or investigated by officers assigned to the Task Force shall be referred to the County for prosecution.
- 6.2 The County shall acquire and dispose of assets seized or forfeited as a result of this agreement in compliance with law.

7.0 REAL AND PERSONAL PROPERTY

All real or personal property acquired through Grant Funds or activities of the Task Force that are not subject to Section 6 of this Agreement will be held by the County.

8.0 ACQUISITION AND USE OF EQUIPMENT

- 8.1 All equipment purchased with Grant Funds will be held by the County.
- 8.2 Any equipment purchased with Grant Funds will only be used as permitted by the terms of the Grant Contract.
- 8.3 Upon termination of this Agreement, any equipment purchased or otherwise provided by the WSP will be returned to the WSP unless otherwise agreed by the parties.
- 8.4 Upon termination of this Agreement, the County will dispose of all acquired equipment in accordance with applicable federal, state and county requirements.

9.0 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.

10.0 NONDISCRIMINATION PROVISION

There shall be no discrimination against any employee who is paid by the Grant Funds 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.

11.0 TERMINATION OF AGREEMENT

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

12.0 HOLD HARMLESS

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

12.2 The WSP shall save, hold harmless, indemnify and defend the County, its elected and appointed officials, officers, employees and agents and WATPA from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or WSP employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the WSP, its elected or appointed officials, officers, employees or agents, in performance of this Agreement, 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 or WATPA.

13.0 KEEP WASHINGTON WORKING ACKNOWLEDGEMENT

In 2019, the Washington State Legislature passed the Keep Washington Working Act (KWW). Under the KWW, the WSP is generally prohibited from enforcing federal immigration law. See RCW

10.93.160. Furthermore, the WSP, or its employees, may not contract to provide civil or non-criminal immigration enforcement assistance, including through agreements for task force participation, mutual aid, data sharing, communications dispatch, or any other agreement that shares resources and/or provides data as described herein.

The County agrees that it will not use or share WSP resources and/or data, including any individuals' personal information ascertained by the WSP or its personnel, to support or engage in civil or non-criminal immigration enforcement activities. The prohibition on data sharing includes nonpublicly available personal information, such as: place of birth, present location, release date from detention, if applicable, or family members' names, except in response to a court order, judicial warrant, or as may be required by the Public Records Act (PRA), chapter 42.56 RCW. Incidents of disclosure of nonpublicly available personal information shall be considered a breach of this agreement and shall be reported to the WSP official designated in Section 16.

14.0 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.

15.0 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.

16.0 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 persons:

To the County:

Snohomish County Sheriff
3000 Rockefeller Avenue, M/S 606
Everett, WA 98201

To the WSP:

Washington State Patrol
106-11th Avenue, Suite 3100
Mailstop: 42602
Olympia, WA 98504
Attn: Holly White
Contracts Specialist

17.0 SEVERABILITY

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

18.0 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.

19.0 RECORDING OR POSTING

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.


Dated this 16th day of December, 2021.

**“County”
SNOHOMISH COUNTY**



Ken Klein
2021.12.16
10:25:19 -08'00'

County Executive
Date: _____

APPROVAL RECOMMENDED:


Adam Fortney, Sheriff
Dated: 10.11.21

Approved as to form:


Deputy Prosecuting Attorney
Date: 7/22/21

Reviewed by Risk Management

Barker, Sheila Digitally signed by Barker, Sheila
Date: 2021.10.11 16:43:52 -07'00'
Risk Manager
Date: _____

COUNCIL USE ONLY
Approved 12/15/2021
ECAAF # 2021-0895
MOT/ORD Motion 21-390

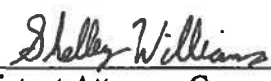
**“WSP”
WASHINGTON STATE PATROL**

Bob Maki, CFE, CGFM Digitally signed by Bob Maki, CFE, CGFM
Date: 2021.08.03 10:19:17 -07'00'
Print Name: Robert Maki, CFO
Date: 8/3/2021

ATTEST:

By: _____
Print Name: _____
Dated: _____

Approved as to form:


Assistant Attorney General
Date: October 11, 2021