

**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, 2021 (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, 2021, and continuing through June 30, 2022, 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 The Snohomish County Sheriff's Office Violent Offender Task Force 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 city police officers (“City Officer”) to participate in Task Force activities on an as available basis.
- 3.2 When a City Officer is participating in Task Force activities, his or her operational assignments will be directed by the Snohomish County Sheriff’s Office Violent Offender Task Force Sergeant.
- 3.3 Any City Officer participating in Task Force activities 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 monthly invoices to the County detailing the number of hours a City Officer participated in Task Force activities. A monthly invoice may not exceed \$8,417 (8.3% of the total annual reimbursement). The City is only entitled to reimbursement for the hours when a City Officer is dedicated, assigned, including authorized overtime on Task Force activities.
- 4.4 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, 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 Owned 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 11<sup>th</sup> day of February, 2022.

“County”  
SNOHOMISH COUNTY

“City”  
CITY OF EVERETT

County Executive Date

City Mayor

Date

By

Adam Fortney, Sheriff

Dated: 1.7.22

By

City Clerk

Dated: 2.11.22

Approved as to form only:

Lyndsey Downs 1/7/2022  
Deputy Prosecuting Attorney

Approved as to form only:

Office of the City Attorney  
APPROVED AS TO FORM  
David C. Hall, City Attorney

City Attorney

Reviewed by Risk Management

**Barker, Sheila** Digitally signed by Barker, Sheila  
Date: 2022.05.18 14:14:54 -07'00'

Risk Manager

**ATTEST**  
ABAA 2.11.22  
Deputy City Clerk

**COUNCIL USE ONLY**

Approved 5/25/2022  
ECA# 2022-0543  
MOT/ORD Motion 22-224