

**INTERLOCAL AGREEMENT BETWEEN PIERCE COUNTY AND  
CITY OF REDMOND FOR IMPLEMENTATION OF THE  
GREATER PUGET SOUND FINANCIAL FRAUD AND  
IDENTITY THEFT (GPS FFIT) TASK FORCE  
PROGRAM**

THIS AGREEMENT is entered into between Pierce County ("Pierce County"), acting by and through the Pierce County Sheriff's Department, and the City of Redmond ("Redmond").

WHEREAS, the Washington State Legislature passed Chapter 290, Laws of 2008 creating a financial fraud and identity theft crime investigation and prosecution program in the department formerly known as Community, Trade, and Economic Development and now known as the Department of Commerce, and

WHEREAS, pursuant to Chapter 290, Laws of 2008, the Department of Commerce created two regional financial fraud and identity theft task forces, one for the central Puget Sound area that includes King and Pierce counties and one for Spokane County, and

WHEREAS, the "Greater Puget Sound Financial Fraud and Identity Theft Task Force" was created and consists of representatives from the King County Prosecutor's Office, the City of Redmond, the Pierce County Sheriff's Department, acting as fiscal agent, the Pierce County Prosecutor's Office, and the King County and Pierce County Police Chiefs Association, and

WHEREAS, Chapter 290, Laws of 2008 imposed a surcharge on the filing of certain financing statements, with the proceeds of the surcharge to be used to fund the financial fraud and identity theft crime investigation and prosecution program, and

WHEREAS, the surcharge is authorized through 2015, and

WHEREAS, Pierce County, acting on behalf of the Greater Puget Sound Financial Fraud and Identity Theft Task Force, entered into an Interagency Agreement with the Department of Commerce under which grant funds will be received from the Department of Commerce in order to fulfill the goals of the Task Force, and

WHEREAS, one of the items for which the grant funds will be received is the hiring of a part-time crime analyst by Redmond to work on financial fraud and identity theft matters, and

WHEREAS, Pierce County and Redmond desire to enter into an interlocal agreement to specify the obligations of the parties with respect to the grant funds,

NOW, THEREFORE, Redmond and Pierce County agree as follows:

**1. Purpose.** The purpose of this agreement is to establish the terms and conditions under which Pierce County, as administrator of the grant funds received for the Greater Puget Sound Financial Fraud and Identity Theft Task Force, will reimburse Redmond for the salary and

benefits paid by Redmond to a newly hired crime analyst working on financial fraud and identity theft matters.

2. **Pierce County to Reimburse Redmond.** The Pierce County Sheriff's Department shall be responsible for administering the grant contract with the Department of Commerce for the Greater Puget Sound Financial Fraud and Identity Theft Task Force. Pursuant to that agreement, the Pierce County Sheriff's Department will reimburse Redmond for the salary and benefits to be paid by Redmond for the crime analyst position from the grant funds received from the Department of Commerce. The total amount of grant funds available for this purpose is \$60,686.00 through June 30, 2010. Redmond agrees to submit monthly invoices to the Pierce County Sheriff's Department detailing the salary and benefit amounts expended. The Pierce County Sheriff's Department will reimburse Redmond within thirty (30) days of receipt of funds from the Department of Commerce. Redmond will expend the funds received only for the purposes approved in the grant agreement between Pierce County and the Department of Commerce and to further the goals and objectives of the Greater Puget Sound Financial Fraud and Identity Theft Task Force

3. **Accounting and Audits.** The Pierce County Sheriff's Department will maintain a current, complete and accurate records and account of all obligations and expenditures of funds under this Agreement in accordance with generally accepted accounting principles and instructions from the Department of Commerce. The Pierce County Sheriff's Department shall permit and have readily available for examination and auditing by the Department of Commerce, Redmond, and any other Task Force Board Member, or any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement and the grant funds received under the agreement between Pierce County and the Department of Commerce. The Pierce County Sheriff's Department shall maintain such records until all audits and examinations are completed and resolved, or for a period of three (3) years after termination of this Agreement, whichever is later.

4. **Term and Termination.** This Agreement shall take effect upon signature by both parties and shall terminate on June 30, 2010 unless renewed as provided in Section 5. This Agreement may be terminated by either party upon thirty (30) days advance written notice, provided, that termination shall not affect the eligibility for reimbursement of any expenditure made by Redmond prior to the effective date of termination as long as any invoice for such expenditure is received by the Pierce County Sheriff's Department within ninety (90) days of the effective date of termination.

5. **Renewal.** The parties anticipate that additional grant funds will be available through the Department of Commerce after the June 30, 2010 termination date of this agreement because Chapter 290, Laws of 2008 authorizes collection of the surcharge on financing statements through 2015. The parties may therefore agree to extend or renew this agreement beyond the June 30, 2010 termination date upon mutual agreement and upon identification of additional funds.

6. **Discrimination.** With respect to any actions taken under this Agreement Redmond and Pierce County each agree to comply with Title VI of the Civil Rights Act of 1964,

Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all other requirements imposed or pursuant to the regulations of the United States Department of Justice implementing those laws, including but not limited to, 28 C.F.R., part 42, Subparts C, F, G, H, and I.

7. **Attribution.** When issuing statements, press releases, and other documents describing the projects or programs funded by the grant funds, Redmond and the Pierce County Sheriff's Department will clearly state:

- a. The percentage of the total cost of the program or project financed by the grant funds; and
- b. The dollar amount of these funds for the program or project.

8. **No Joint Property to be Acquired - Crime Analyst to be Redmond Employee.** No joint property is to be acquired pursuant to this Agreement. The crime analyst to be hired by Redmond shall at all times be a Redmond employee and nothing in this Agreement or in the grant contract between Pierce County and the Department of Commerce shall be construed as making the crime analyst an employee of Pierce County or the Department of Commerce.

9. **Administration of Agreement.** This Agreement shall be jointly administered by the Pierce County Sheriff and the Redmond Police Chief.

10. **Notices.** All notices, invoices, and other formal communications between the parties concerning this Agreement shall be sent to the following addresses:

Pierce County:

Pierce County Sheriff's Department  
County/city Building, First Floor  
930 Tacoma Avenue  
Tacoma, WA 98402

Redmond:

Redmond Police Department  
P.O. Box 97010  
Mail Stop PSPDA  
Redmond, WA 98073-9710

All such notices, invoices and other formal communications shall be deemed received three (3) days after the same are deposited, postage prepaid, in the United States Mail, addressed as provided in this Section.

11. **Governing Law, Venue.** This Agreement shall be governed by the laws of the State of Washington. Venue for any litigation concerning this Agreement shall be in the superior court of the county in which the defendant is located.

12. **Posting or Filing.** This Agreement shall be posted on the websites of both parties prior to becoming effective. As an alternative, either party may file this Agreement with the County Auditor/Recorder's office in the County where the party is located.


13. **Severability.** In the event that any section, sentence, clause or phrase of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of any other section, sentence, clause or phrase of this Agreement.

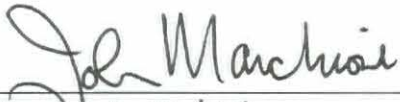
14. **Entire Agreement.** This Agreement constitutes the entire understanding between the parties regarding its subject matter and supersedes all prior understandings and agreements. This Agreement may be amended only by written instrument executed by both parties.

EXECUTED by the parties on the dates set forth below.

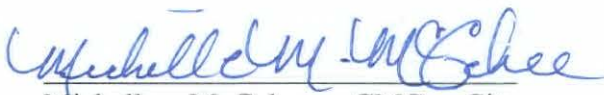
PIERCE COUNTY SHERIFF

CITY OF REDMOND

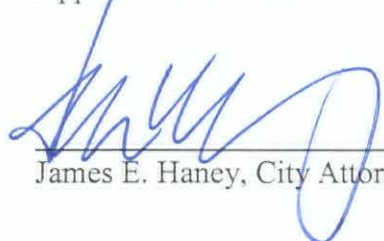
  
By: \_\_\_\_\_  
(Print Name) CA  
Date: \_\_\_\_\_

  
Mayor John Marchione  
Date: 12/7/09

Attest:

  
Michelle McGehee, CMC, City Clerk

Approved as to form:

  
James E. Haney, City Attorney