

TOWN OF EATONVILLE

Agenda Staff Report

Agenda Item No.:	_____	Meeting Date:	_____
Subject:	<u>Resolution 2015-C Approving an</u>	Prepared by:	<u>Gregory A. Jacoby</u>
	<u>Interlocal Agreement With</u>		<u>Town Attorney</u>
	<u>Pierce County Sheriff's Department</u>	Atty Routing No:	<u>002-15</u>
	<u>Regarding Preservation of Evidence</u>	Atty Review Date:	<u>March 9, 2015</u>

Summary: The purpose of this interlocal agreement is to authorize the Pierce County, through its Sheriff's Department, to provide technical support in the preservation of evidence processing and property room management to the Town and its Police Department. The Pierce County Sheriff's Department will preserve the chain of custody for all evidence collected and turned into the evidence room by the Town's Police Department.

Recommendation: Staff recommends adoption of Resolution 2015-C approving the interlocal agreement with Pierce County for technical support in the preservation and processing of evidence and property room management.

Motion for consideration: I move to adopt Resolution 2015-C approving the interlocal agreement with Pierce County for technical support in the preservation and processing of evidence and property room management.

Fiscal Impact: The Town will be charged a \$5.00 charge for evidence pickup which is in conjunction with regular servicing of the Mountain Detachment evidence room. Special trips made at the request of the Town's Police Department will be billed at the rate of \$38.00 per hour.

Attachments: Resolution 2015-C and Interlocal Agreement Between the Town of Eatonville and Pierce County Relating to Property Evidence.

RESOLUTION NO. 2015-C

**A RESOLUTION OF THE TOWN OF EATONVILLE,
WASHINGTON APPROVING AN INTERLOCAL AGREEMENT
WITH PIERCE COUNTY RELATING TO PROPERTY EVIDENCE**

WHEREAS, the Police Department of the Town of Eatonville (the "Town") has the responsibility to provide for the proper preservation and chain of custody of evidence collected in the course of its policing activities; and

WHEREAS, Pierce County (the "County"), through the Pierce County Sheriff's Department (hereinafter referred to as the "Sheriff") is willing and capable of providing technical support in the preservation and processing of evidence; and

WHEREAS, the County has the legal authority to extend its law enforcement services via interlocal agreement to cities and towns within the County; and

WHEREAS, the Town desires to enter into an agreement with the County relating to the preservation and processing of evidence; and

WHEREAS, the Town agrees to contract for and the County agrees to provide, through the Sheriff, technical support in the preservation and processing of evidence pursuant to the terms of this Agreement; and

WHEREAS, chapter 39.34 RCW and other Washington law authorizes any public agency to contract with another public agency to perform services and activities that each such public agency is authorized by law to perform; now, therefore;

**THE TOWN COUNCIL OF THE TOWN OF EATONVILLE,
WASHINGTON, HEREBY RESOLVES AS FOLLOWS:**

THAT: The Interlocal Agreement Between the Town of Eatonville and Pierce County Relating to Property Evidence, in the form attached hereto as Exhibit A, is approved.

PASSED by the Town Council of Town of Eatonville and attested by the Town Clerk in authentication of such passage this 9th day of March 2015.

Mike Schaub, Mayor

ATTEST:

Kathy Linnemeyer, Town Clerk

**Interlocal Agreement Between
the
Town of Eatonville
and
Pierce County Relating to Property Evidence**

WHEREAS, RCW 39.34, the Interlocal Cooperation Act, authorizes agreements between jurisdictions; and

WHEREAS, Pierce County Sheriff Department, hereinafter referred to as "County," provides technical support in the provision of evidence processing and property room management; and

WHEREAS, this work includes retrieving, processing, recording, storing, and insuring the safekeeping of property and evidence according to established procedures found in the County Sheriff's Department Policy Manual; and

WHEREAS, the Town of Eatonville on behalf of its Police Department, hereinafter referred to as "Town," has a need for utilization of these services; and

WHEREAS, the County is willing to provide these services to the Town;

NOW THEREFORE; effective this 1st day of February, 2015, the County and the Town agree to the following:

1. The County will provide for the proper collection, storage and security of evidence and other property and the protection of the chain of evidence and those persons authorized to remove and destroy property. There will be a \$5.00 charge when EPD evidence pickup is in conjunction with regular servicing of the Mountain Detachment evidence room. However, any special trips at the request of EPD will be billed at the initial hourly rate of \$38.00

2. The County will provide the Town with an invoice for the provision of services to include a descriptor of evidence/property, hours, hourly rate, and the dates of service.

3. Invoices shall be mailed to:

Town of Eatonville
PO Box 309
201 Center St W
Eatonville, WA 98328

4. The Town shall reimburse the County within 30 days of receipt of invoice by mailing payment to:

Pierce County Sheriff Department
Attention: Business Unit
930 Tacoma Ave,
Tacoma, WA 98402.

5. Rates may be adjusted annually by Pierce County and new rate schedule will be provided to the Town no less than 30 days prior to the beginning of each calendar year.

6. This agreement shall become effective February 1, 2015, and remain in effect through December 31, 2015. It shall automatically renew on January 1st of each calendar year thereafter unless either party chooses to terminate the agreement by providing a ninety (90) days written notice of termination.

7. This written agreement constitutes the entire agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties. Any future amendments to this agreement must be in writing and signed by all parties.

8. The County shall preserve the chain of evidence upon receipt of the Town's items into the County until released by the Case Agent, the County Prosecutor, or the Courts. The County shall preserve the chain of evidence pursuant to Policy 804 concerning "Property and Evidence" found in Pierce County Sheriff's Department Policy Manual revised on March 12, 2013, and any other policies or procedures not specifically referenced herein or adopted hereafter by Pierce County.

9. The Town shall coordinate with the County for pick dates for collection of property and/or evidence. Fees will only be assessed when property and/or evidence is collected.

10. The Town shall provide access to these items for retrieval.

11. The County will inventory property and evidence as it is initially placed into the property room and when it is signed out for court.

12. The County shall dispose of or purge evidence or property no longer needed by the courts through actual destruction, melting, burning or auctioning of items after receiving written approval from the Town Police Department.

13. The Town shall agree to abide by the County's procedures for evidence packaging, submission and disposal.

14. The County shall be responsible for disposal of unused pharmaceutical's dropped off in the drop boxes.

15. The Town shall be the final authority on what property is returned and what property is disposed of.

16. Indemnification: The County shall protect, indemnify, and save the Town harmless from and against any damage, cost or liability including reasonable attorney fees, for injuries to persons or property arising from acts or omissions of the County, its employees, agents or subcontractors, howsoever caused in performance of this contract. The County will be responsible for any damages sustained by its employees or volunteers to Town equipment and/or fixtures, and property held in evidence, and shall provide all repairs/replacements, as appropriate, at no cost to the Town. The Town shall protect, indemnify, and save the County,

its appointed and elected officers and employees, harmless from and against any damages, costs or liability of any form, to include but not limited to judgments, settlements and reasonable attorney fees, for any injuries or damages of any kind to persons or property arising from acts or omissions of the Town, its employees, agents or subcontractors, howsoever caused in performance of this contract. The Town will be responsible for any damages caused by its employees or volunteers to Town equipment and/or fixtures, and property held in evidence, and shall provide all repairs/replacements, as appropriate, at no cost to the County.

17. Modification. This Agreement may be amended only upon consent of both Parties hereto. Any amendment shall be in writing and signed by the parties.

18. Non-Waiver. The waiver by any Party or any breach of any term, covenant, or condition of this Agreement shall not be deemed a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition of this Agreement.

19. Severability. If any provision of this Agreement or application thereof to any Party or circumstance, is held invalid by a court of competent jurisdiction, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared to be severable.

End of agreement. Signature page to follow.