CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 10/23/2017

AGENDA ITEM:	
ICART Agreement	
PREPARED BY:	DIRECTOR APPROVAL:
Chief Rick Smith	
DEPARTMENT:	
Police	
ATTACHMENTS:	
Yes	
BUDGET CODE:	AMOUNT:
SUMMARY:	

Interagency Child Abduction Response Team (ICART) Agreement establishing ICART. This agreement outlines the participants and purpose of the ICART. See attached document

RECOMMENDED ACTION:
Request that City Council approve the agreement establishing ICART

Agreement Establishing the Snohomish County
Interagency Child Abduction Response Team (ICART)

This Interagency Agreement establishing the Snohomish County Child Abduction Response Team (ICART) ("Agreement") is entered into by and between Snohomish County, a political subdivision of the State of Washington, the City of Arlington, a municipal corporation of the State of Washington, the City of Bothell, a municipal corporation of the State of Washington, the City of Brier, a municipal corporation of the State of Washington, the City of Edmonds, a municipal corporation of the State of Washington, the City of Everett, a municipal Corporation of the State of Washington, the City of Gold Bar, a municipal corporation of the State of Washington, the City of Granite Falls, a municipal corporation of the State of Washington, the City of Lake Stevens, a municipal corporation of the State of Washington, the City of Lynnwood, a municipal corporation of the State of Washington, the City of Marysville, a municipal corporation of the State of Washington, the City of Mukilteo, a municipal corporation of the State of Washington, the City of Monroe, a municipal corporation of the State of Washington, the City of Mountlake Terrace, a municipal corporation of the State of Washington, the City of Mill Creek, a municipal corporation of the State of Washington, the City of Snohomish, a municipal corporation of the State of Washington, the City of Stanwood, a municipal corporation of the State of Washington, the City of Sultan, a municipal corporation of the State of Washington, the Stillaguamish Tribe of Indians, a federally recognized Indian Tribe, the Washington State Department of Corrections, an agency of the State of Washington, the Washington State Patrol, an agency of the State of Washington, SNOPAC, an agency created by inter-local agreement, SNOCOM, an agency created by inter-local agreement, the Snohomish County Department of Emergency Management, the Child Advocacy Center of Snohomish County at Dawson Place, a Washington nonprofit corporation, Compass Health, a Washington nonprofit corporation, and Providence Health and Services, a Washington nonprofit corporation (collectively referred to as "ICART Participants").

Whereas, participants to this agreement believe it to be in the best interest of the community to join together in a multi-discipline team for the purpose of locating and rescuing missing or abducted children when the appropriate circumstances exist; and

Whereas, participants agree to allocate resources to this collective effort and agree to utilize any and all applicable federal laws, state laws, and/or local codes and ordinances to prosecute identified perpetrators as appropriate.

Now Therefore, in consideration of the covenants, conditions, performances, and promises hereinafter contained, ICART Participants agree as follows:

1. **ICART Goal.** A timely and effective response is critical to locating an abducted or missing child. The goal of the ICART is to coordinate human and physical resources in order to quickly locate and recover children who have been abducted or who are missing under suspicious circumstances.

2. **TERM.** The term of this Agreement shall be from June 1, 2017, through May 31, 2018. This agreement is automatically renewed on June 1 of each subsequent year unless terminated or modified by the ICART Participant as provided in this Agreement.

3. **GENERAL ADMINISTRATION.**
   a. There is hereby created an ICART Board consisting of five (5) voting members and one (1) non-voting member selected from the ICART Participants.
      i. The voting Board Members shall be:
         1. The Snohomish County Sheriff (or designee)
         2. The Everett Police Chief (or designee)
         3. The WSP District 7 Captain (or designee)
         4. A Chief of Police (or designee) from the municipalities in North and East Snohomish County. This Chief will be selected by a majority of the North and East County ICART Participants.
         5. A Chief of Police (or designee) from the municipalities in South Snohomish County. This Chief will be selected by a majority of the South County ICART Participants.
      ii. The non-voting Board Member shall be the Snohomish County Prosecuting Attorney (or designee).
   b. Three (3) voting Board Members shall constitute a quorum. Any action taken by the Board under this Agreement shall be based on a majority vote.
   c. The Board shall meet in January of each year this ICART Agreement is in effect. The purpose of the meeting will be to receive a report from the ICART Commander concerning activities of ICART over the past year, address issues pertaining to the operation and support of the Team, address changes to the ICART Protocol, appoint/replace ICART Commanders, conduct elections of the Chairman of the Board, and address any other ICART business as necessary.
   d. The Chairman of the Board may call a special meeting at any time during the year. Special meetings may also be requested by the ICART Commander to address situations where timely decisions by the Board are necessary.
   e. Each ICART participant shall adopt the ICART Protocol. The ICART Protocol may be amended by a majority vote of the ICART Board.
   f. The parties do not intend that this Agreement will create a separate legal entity subject to suit.

4. ICART ORGANIZATION.

a. ICART is a multi-jurisdictional team comprised of local, state, and tribal law enforcement agencies as well as private agencies. ICART will follow a management system for the shared coordination and direction of personnel as well as equipment, technical, and material resources as stated in this Agreement.

b. The ICART Board will annually appoint two individuals from ICART law enforcement Participants, with a rank of captain or lieutenant, to serve as the ICART Commander and Assistant Commander.

c. ICART Participants will contribute personnel or material resources to this team as they have the capacity and ability to do so. Nothing in this Agreement shall restrict the ability of ICART Participants to remove contributed personnel or material resources.

d. Law Enforcement personnel and/or material resources assigned to ICART shall be directed in their ICART duties by the ICART Commander. Non-law enforcement personnel contributed by an ICART Participant will be subject to supervision by the ICART Commander (or designee). All participants remain subject to their own agency's polices and chain of command.

e. Personnel assigned to this team by an ICART Participant remain employees of their agency. All rights, duties, and obligations of the employer and the employee shall remain with that individual jurisdiction. Each ICART Participant shall be responsible for ensuring compliance with all applicable laws, collective bargaining agreements, and/or civil service rules and regulations, with regard to its employees.

5. COSTS.
Each ICART Participant shall be responsible for all costs associated with its participation as stated herein, including employee compensation.

6. EQUIPMENT.
a. For purposes of this Agreement, the term "Equipment" shall refer to all materials, tools, machinery, equipment, vehicles, supplies, and facilities used by ICART in performing its purpose and function.

b. Upon termination of this Agreement, any equipment provided to ICART by an ICART Participant will be returned to that participant as soon as practical.

7. **AMENDMENT**. ICART Participants reserve 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 by all ICART Participants with the same formality as this Agreement.

8. **TERMINATION**. Any ICART Participant may terminate its participation in this Agreement by providing thirty (30) days written notice to the other ICART Participants. In the event an ICART Participant terminates its participation, all equipment contributed by that participant will be returned as soon as practical.

9. **INSURANCE**. All ICART Participants are required, to the best of their ability, to coordinate their liability insurance coverage and/or self-insurance coverages to the extent possible to fully implement and follow the Agreement. However, the consent of any liability insurance carrier or self-insurance pool is not required to make this Agreement effective as between the participants.

10. **HOLD HARMLESS.**
    a. Each party to this Agreement shall indemnify, defend, and hold the other parties and its agents, employees, and contractors harmless from and against any and all costs, liabilities, suits, losses, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees and disbursements, that the other party may incur or pay out by reason of: any accidents, damages or injuries to persons or property occurring during the Term of this Agreement, but only to the extent the same are caused by any negligent or wrongful act of the indemnifying party.

    b. In the case of allegations, complaints, or claims against more than one party, any damages allowed shall be levied in proportion to the percentage of fault attributable to each party, and each party shall have the right to seek contribution from each of the other parties in proportion to the percentage of fault attributable to each of the other parties. Moreover, the parties agree to cooperate and jointly defend any such matter to the extent allowed by law. An ICART Participant that has terminated its participation in ICART assumes no responsibility for the actions of the remaining participants arising after the date of withdrawal, but shall remain liable for claims of loss or liability arising prior to the effective date of termination.

11. **LIMITED WAIVER OF TRIBAL SOVEREIGN IMMUNITY.**

a. The Stillaguamish Tribe expressly reserves all of its inherent sovereign rights as a sovereign Tribe, including its rights as a federally-recognized Tribe to sovereign immunity from suit in any state, federal or tribal court without the Tribe's explicit consent. By entering into this Agreement, the Tribe hereby grants a limited waiver of sovereign immunity to the ICART Participants only, subject to and conditioned on the following:

   i. This limited waiver of sovereign immunity shall not extend to or be used for or to the benefit of any other person or entity of any kind or description whatsoever, including any successor of an ICART Participant.

   ii. Nothing contained in this Agreement shall be deemed as consent to levy of any judgment, lien or attachment upon any assets, property or interest of the Tribe except as specifically described herein.

   iii. Nothing in this Agreement nor any activity of the Tribe shall implicate or in any way involve the trust assets or credit of the Tribe or any of its members.

b. The Tribe hereby expressly waives sovereign immunity to suit only with respect to claims made relating to, or arising under, this Agreement by any ICART Participant, to interpret or enforce the terms of this Agreement, or upon a claim of indemnification by an ICART Participant pursuant to Section 11 of this Agreement. The limit for any claim of indemnification will be the insurance limit set forth in Section 9 of this Agreement. The parties agree that in discharging this indemnification obligation, where the required insurance is procured, the County shall look only to the proceeds of the insurance procured by the Tribe herein, and the policy of insurance obtained by the Tribe shall prohibit the insurer from asserting a defense of sovereign immunity to a claim made under the policy.

c. The Tribe agrees to assign over to the ICART Participant seeking indemnity, at its request, any and all of its rights against the insurer to effectuate a payment of its indemnification provision. Should the Tribe fail to procure and maintain the insurance required by this Agreement, the Tribe hereby waives any claim of immunity or exemption for any assets it holds that are not subject to a restriction against alienation up to the amount necessary to discharge the indemnity obligation and the costs of collection.

12. **DISPUTE RESOLUTION.** Any dispute arising under this Agreement will be forwarded to the ICART Board for resolution. The determination made by the ICART Board shall be final and conclusive as between the parties. This provision shall not apply to issues of indemnity and liability governed by the hold harmless provision in section 10 and the waiver of sovereign immunity in section 11 of this Agreement.

13. **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. The venue of any suit between the parties arising out of this agreement shall be in the Superior Court of Snohomish County, Washington.

14. **INTEGRATION.** This Agreement constitutes the entire agreement among the parties as to the ICART and no other understandings, oral, or otherwise, regarding the ICART shall be deemed to exist or bind the parties.

15. **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 ICART Participants.

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

APPROVED AT THE DIRECTION OF THE PARTICIPATING AGENCY:

_____   _____
Signature   Date

_____   _____
Title   Jurisdiction/Entity

ATTEST:

_____   _____
Jurisdiction Clerk   Date

APPROVED AS TO FORM:

_____   _____
Jurisdiction Attorney   Date