

**POULSBO AGREEMENT DISTRIBUTION SCHEDULE**

**SUBJECT:** 2019-047 Kitsap County Sheriff's Office - Registered Sex and Kidnapping Offender Address Verification Program MOU

**CONFORM AS TO DATES & SIGNATURES**

- Approved by the Mayor: 10/14/19
- Approved by the City Council: \_\_\_\_\_
- Completion: 06/30/20
- Recorded: \_\_\_\_\_
- Certificate of Liability: \_\_\_\_\_

**DISTRIBUTE CONFORMED COPIES AS FOLLOWS:**

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- Clerk's Department: Original
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Rhiannon Fernandez  
City Clerk

10/21/19  
Date

Memorandum of Understanding  
Between  
Kitsap County Sheriff's Office and  
City of Poulsbo Police Department

Registered Sex and Kidnapping Offender Address Verification Program (2019-2020)

This Memorandum of Understanding ("MOU") regarding the Registered Sex Offender Address Verification Program (2019-2020) ("Program") is between the Kitsap County through the Kitsap County Sheriff's Office ("KSCO") and the City of Poulsbo ("City").

WHEREAS, KSCO has received grant funding in the amount of \$163,554.15 from the Washington Association of Sheriffs and Police Chiefs ("WASPC") for face-to-face address verification of registered sex and kidnapping offenders at his/her place of residency, as more specifically provided in RCW 9A.44.130.

WHEREAS, face-to-face address verification is important to maintain the accuracy of the Sex Offender Registry and to enforce registration requirements and requires additional resources and requires the assistance from the cities in Kitsap County in order to maintain the accuracy of the registry.

WHEREAS, KSCO seeks assistance from the City to complete the statutory address verification and the City desires to provide such assistance pursuant to the terms and conditions of this MOU.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this MOU is one (1) year commencing July 1, 2019 and ending June 30, 2020.  
The MOU may be terminated by either party on 10-days prior written notice to the other.
2. City's Responsibilities.
  - a. The City will conduct face-to-face verification of registered offenders place of residency residing in the City and submit quarterly electronic reports for each offender contact as provided below.
  - b. Face-to-face verification of a sex offender's address at the place of residence:
    1. Level I Offenders and Level II Offenders - face-to-face verification once every six (6) months. Level I Offenders includes unclassified offenders and kidnapping offenders unless a shorter timeframe is required in the interests of public safety.
    2. Level III Offenders - face-to-face verification once every three (3) months.
  - c. Electronic verification of face-to-face contact.
    1. Electronic Reporting. Agencies must quarterly submit electronic verification in ILeads for each offender contact in accordance with the above-mentioned verification schedule on or before October 5, 2019, January 5, 2020, April 5, 2020, and July 5, 2020.

2. Attempted Contacts. If an officer attempts to contact a registered offender and determines that the offender no longer resides at the address, he/she is registered, the officer shall complete an Incident/Investigative Report in ILeads and forward the report to the Kitsap County Sheriff's Office Detective Division for follow up investigation regarding the "Failure to Register".

d. Community Notification for Level III Offenders:

1. The City shall send a press release to the local media on any new Level III offender within their jurisdiction.
2. The City should conduct a community notification meeting on any new registered Level III offender within their jurisdiction.

3. KCSO Responsibilities.

a. KCSO will do the follow:

- i. register all sex offenders and kidnapping offenders residing in Kitsap County as required by law;
- j. monitor all offenders registered as "transient" within Kitsap County on a weekly basis as required by law;
- k. follow up on all incident/investigative reports of "Failure to Register" submitted to the KCSO Detective Division by the City;
- l. maintain a master file on each registered offender within Kitsap County; and
- m. complete and submit the necessary reports/documents to WASPC as required by the Program.

3. Funding.

- a. As of June 11<sup>th</sup>, 2019, there are 816 registered offenders within Kitsap County. The following are the number of offenders currently registered in each of the agencies' jurisdiction.

Offenders registered within the City of Bremerton - 208

Offenders registered with the City of Port Orchard- 32

Offenders registered with the City of Poulsbo - 7

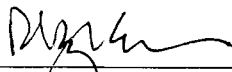
Offenders registered with the City of Bainbridge Island - 11


- b. Each City will receive a percentage of the Program grant monies based on the number of offenders. The percentage will be calculated based on the percentage of offenders within the jurisdiction of the City compared to the total number of registered offenders within Kitsap County. That percentage of the total award amount minus 50% is your total award amount. [e.g. 816 registered offenders within Kitsap County, with 82 offenders within an agency's jurisdiction is 10 % of the total offenders. 10% times the award amount.  $\$171,340.69 = \$17,134.07 \times 50\% = \$8,567.03$ .] The City of Poulsbo has less than 1% of Kitsap County's registered sex offenders. The 2019-20 award amount to the City of Poulsbo is \$1,000.00.

- c. Regardless of the figures in paragraph 4(b) above, a minimum of \$1,000 will be awarded to each participating agency. [e.g. The City of Bainbridge Island has 2% of Kitsap County's registered offenders. The 2019-20 award amount is \$1,635.54.]
  - d. If any funding under this MOU is not available, withdrawn, reduced, or limited in any way, or if additional or modified conditions are placed on the funding after the MOU becomes effective, KCSO may in its discretion and without penalty reduce or terminate the funding allocated to the City, and/or terminate the MOU.
4. Compliance with laws. The parties shall comply with all applicable statutes, which includes without limitation compliance with RCW 4.24.550, 9A.44.130, 9A.44.135, and 36.28A.230, when conducting registration, community notification, and verification of sex and kidnapping offenders.
  5. Liability. Each party is responsible and liable for the acts and omissions of its own officers, agents or employees in connection with the performance of their official duties under this MOU.
  6. Independent Capacity. The employees and agents of each party who are engaged in the performance of this MOU shall continue to be the employees or agents of that party and shall not be considered, for any purpose, to be employees or agents of the other party to this MOU.
  7. Third Party Rights. This MOU is intended to be solely between the parties. No part of this MOU shall be construed to add, supplement, or amend existing rights, benefits, or privileges of any third party, including without limitation, employees of either party.
  8. Entire Agreement. This MOU contains the entire understanding of the parties and supersedes any other agreement or understanding of the parties relating to the subject matter of this MOU.
  9. Counterparts. The Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement.
  10. Authorization. Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019

Dated this 14<sup>th</sup> day of October, 2019

  
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 Becky Erickson, Mayor  
 City of Poulsbo

  
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 Gary Simpson, Sheriff  
 Kitsap County Sheriff's Office