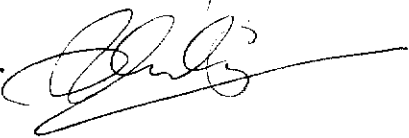


**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of County Commissioners

FROM: Philip Morley, County Administrator 

DATE: November 25, 2013

RE: **AGREEMENT re: Memorandum of Understanding for Warrant Entry Services; \$55,000 per year; Jefferson County Sheriff Office; JeffCom**

STATEMENT OF ISSUE: The Sheriff, JeffCom and the County Administrator's Office have negotiated a Memorandum of Understanding (MOU) whereby JeffCom would assume all warrant entry responsibilities for the County from December 1, 2013 through December 31, 2018. Prior to this agreement, the Sheriff has conducted his own warrant entry during normal business hours, and JeffCom has provided backup warrant entry during off hours. This MOU formalizes the arrangement with JeffCom, and gives JeffCom responsibility to enter warrants into law enforcement databases (such as the WACIC/NCIC database) at all times.

ANALYSIS: Warrant information such as county warrants and protection orders, and their revocation, are required to be entered into central law enforcement databases in a timely fashion. Up to now, the Sheriff has conducted his own warrant entry during normal business hours, and JeffCom has provided backup warrant entry during off hours. This MOU formalizes the arrangement with JeffCom, and gives JeffCom responsibility to enter warrants into law enforcement databases (such as the WACIC/NCIC database) at all times. A formal agreement for continued 24/7 warrant entry services is the major benefit of this MOU.

Under the terms of the MOU, JeffCom would provide warrant entry services 24 hours/day, all year. The cost to the County will be \$55,000/year, and escalate 3%/year starting in 2015 through 2018. To facilitate the smooth transition of warrant entry from the Sheriff Office to JeffCom, the Sheriff Office will initially continue to provide office space and equipment for a warrant entry clerk, until such time the Sheriff needs the space for other purposes, with 90 days notice. After full depreciation on February 24, 2014, JeffCom would assume ownership of the existing warrant entry computer, and would need to assume all software licensing by the start of 2015.

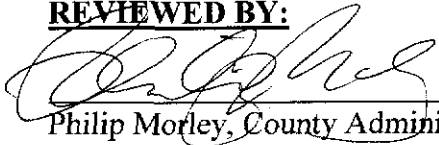
Under the terms of the MOU, JeffCom will make a bona fide offer of employment to the Sheriff's incumbent warrant entry clerk. In addition, the Teamsters must consent to the transfer of the warrant entry function from the Sheriff Office Teamsters bargaining unit to the JeffCom Teamsters bargaining unit. In a November 20, 2013 email from Dan Taylor, Business Representative for Teamsters Local 589, to Karl Hatton, JeffCom Director, the Teamsters provided written approval of the transfer of the function between the two bargaining units.

FISCAL IMPACT: The cost in 2014 is \$55,000, plus the in-kind subsidy of providing office space within the Sheriff Office. The fee to JeffCom is largely offset by a 2014 reduction in salary and benefit costs in the Sheriff Office of \$53,716. Once executed, this contract would be reflected in the Final 2014 Budget, prior to adoption by the BoCC in December.

If JeffCom provides warrant entry services to the City of Port Townsend in the future, the cost for the service could be shared proportionately by the County and the City, likely reducing the cost to the County. Under the MOU, this would cause the MOU to be opened for re-negotiation of the cost.

RECOMMENDATION: Staff and the County Sheriff recommend the Commissioners pass a motion to approve the proposed Memorandum of Understanding for Warrant Entry Services.

REVIEWED BY:


Philip Morley, County Administrator

11/21/2013
Date

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made by and between Jefferson County (County) on behalf of the Jefferson County Sheriff's Office (JCSO) and JeffCom (JeffCom), an interlocal administrative agency this _____ day of _____, 2013, establishing the terms and conditions whereby JeffCom will provide the County with warrant entry services, including JeffCom's agreement to offer Jennifer Dyste, who would leave County employment, first right of refusal for employment with JeffCom as a Warrant Entry Clerk.

WHEREAS, JCSO has heretofore performed its own warrant entry services to manage data for its use, such as county warrants, protection orders, entering these and other information into databases, such as the WACIC/NCIC database as needed; and

WHEREAS, JeffCom is authorized to provide warrant entry services, since such law enforcement record keeping is within the functions and purpose of JeffCom, the emergency communications agency for the Sheriff's Office and other law enforcement and fire agencies in Jefferson County; and

WHEREAS, the County has heretofore trained and employed Jennifer L. Dyste as a Warrant Entry Clerk within the JCSO, and the County and JeffCom, with the concurrence of Ms. Dyste, agree it is in their mutual interest to facilitate JeffCom's successful assumption of warrant entry services by JeffCom potentially availing itself of Ms. Dyste's expertise by offering Ms. Dyste first refusal of a Warrant Entry Clerk position in JeffCom; and

WHEREAS, the parties are authorized to enter into this MOU in accordance with the Interlocal Cooperation Act as codified at Chapter 39.34 RCW;

NOW THEREFORE IT IS HEREBY AGREED BETWEEN THESE PARTIES AS FOLLOWS:

1. **Services.** In full and fair exchange of the consideration provided herein, JeffCom agrees to provide the County warrant entry services in a timely fashion, including but not limited to entering, clearing, canceling and modifying computer records in regional, state and national law enforcement databases; filing and verifying for accuracy the records of the criminal justice agencies of the Jefferson County government; and maintaining confidentiality of all information. Examples of work performed include, and are not limited to:
 - a. Enter arrest warrants in state database and in-house records management system and quashes warrants in both systems. Enters and cancels protection orders.
 - b. Enter data into computer from source documents using a computer terminal. Source documents include arrest warrants, protection orders, and other similar law enforcement records.
 - c. Maintain orderly and accurate files of source documents.

- d. Validate entry records monthly and quarterly for accuracy and currency of information.
 - e. Ensure adequate training and supervision of all JeffCom staff performing warrant entry services.
 - f. Maintain working contacts within the courts and law enforcement agencies.
2. Office Space. JCSO shall initially provide office space within the jail office space currently used for warrant entry, with no rent for that space charged by the County to JeffCom, and the County agrees to give 90 days prior notice if the JCSO needs such space to be vacated by the JeffCom employee, at which time JeffCom will vacate the space and find other suitable office space for warrant entry services at its own expense.
 3. Equipment. The parties agree that all office equipment currently in such location and currently utilized for warrant entry may be used by JeffCom to perform the services of this MOU while occupying that location. Upon JeffCom's start of warrant entry services, computer PC2531 (Serial # 1L6PSL1) will be taken off of the County's computer network and placed by JeffCom on JeffCom's own network. Upon the start of warrant entry services JeffCom will also bear full responsibility for all phone charges including the county cost allocation for the phone provided by JCSO so long as JeffCom continues to use it, and the funding of the continued monthly depreciation of PC2531. After full depreciation of PC2531 on February 24, 2014, ownership of the computer and accompanying keyboard, mouse and monitor will transfer to JeffCom at no cost, and on or before January 1, 2015, JeffCom will be solely responsible for licensing and providing all software for use by the Warrant Entry Clerk. JeffCom shall be responsible for funding any new or replacement equipment needed for warrant entry services.
 4. Financial Consideration. In 2013 and 2014, the 12-month base rate charged by JeffCom to the JCSO for warrant entry services provided pursuant to this MOU shall be \$55,000 annually, pro-rated for a portion of 2013 that JeffCom provides warrant entry services. The parties agree that this charge shall increase 3% in 2015 and in each of the following years. JeffCom shall invoice the JCSO quarterly in conjunction with the invoice for CFS fees. If this MOU is terminated early, the last invoice and payment will be for the last quarter of service and shall be pro-rated for any period less than a full quarter. In addition, in recognition of the extra costs to JeffCom for initiating services, the JCSO shall pay JeffCom a single additional \$1,000 in its first payment, which shall not be calculated as part of JeffCom's base rate

JeffCom may also provide warrant entry services to other entities upon its receipt of full compensation by the other entity for their fair share of the warrant entry service cost. At such time, the parties to this MOU agree to mutually negotiate any appropriate adjustment to the financial consideration by the County in view of JeffCom's economies of scale and total revenues versus expenditures for all warrant entry services.

5. Bargaining Unit Approval. This function is currently provided by the County by a County employee within a Teamster bargaining unit of JCSO employees. The parties hereto understand that it will be necessary to obtain union approval to transfer this function from the County employing staff in the JCSO Teamster bargaining unit to JeffCom employing JeffCom staff who would be in the appropriate JeffCom Teamster bargaining unit. This MOU and the transfer of warrant entry services from the County to JeffCom shall not become effective until the Teamsters have first consented in writing to this proposed transfer of function from the County to JeffCom.
6. Right of First Refusal by Incumbent. JeffCom and the County on behalf of the JCSO, agree it is in their mutual interest to facilitate successful assumption of warrant entry services by one organization from another by offering a qualified incumbent in one organization first refusal of any open Warrant Entry Clerk position in the other prior to the transfer of services. In particular, prior to the assumption of warrant entry services by JeffCom, JeffCom will offer Jennifer L. Dyste the incumbent Warrant Entry Clerk within the JCSO first refusal of a Warrant Entry Clerk position in JeffCom subject to the terms JeffCom and Ms. Dyste may mutually agree to. Ms. Dyste by her signature to this MOU acknowledges she has been informed of the terms of this MOU and that JeffCom has offered her employment as Warrant Entry Clerk with JeffCom.
7. Term. This MOU shall be effective from the date when the last party signs through December 31, 2018. JeffCom shall begin providing warrant entry services under this agreement beginning December 1, 2013 or at the earliest mutually agreeable allowable date thereafter. Either party to this MOU may request termination of this MOU for any reason upon not less than one hundred eighty (180) days' written notice to the other party. Upon termination the County may assume or undertake warrant entry services however it may deem appropriate. If neither party invokes their right to terminate this MOU not less than one hundred eighty (180) days' written notice prior to the end of term, then the MOU shall automatically renew for an unlimited number of additional five (5) year terms.
8. Administrators. This MOU shall be administered for the County by the elected Jefferson County Sheriff and administered for JeffCom by the Executive Director of JeffCom.
9. No real or personal property. The parties to this MOU do not intend and shall not utilize this MOU for the purchase or subsequent sale of any personal or real property. Notwithstanding the first sentence of this section, JeffCom is authorized to purchase personal property to allow the Warrant Entry Clerk to do his or her job duties.
10. Amendments. This MOU and its terms may be amended at any time by mutual written agreement duly executed by both parties and recorded with the Jefferson County Auditor.

11. Recording: After execution, Jefferson County shall record this MOU and any future amendments with the Jefferson County Auditor, an action required by RCW 39.34.040.

APPROVED AND ADOPTED this ____ day of _____, 2013.

JEFFERSON COUNTY

JEFFCOM

John Austin, Chair Date
Board of County Commissioners

Karl Hatton Date
Executive Director

Anthony Hernandez Date
Jefferson County Sheriff

APPROVED AS TO FORM:

Joseph Quinn, Counsel to JeffCom

ATTEST:

Carolyn Avery Date
Deputy Clerk of the Board

APPROVED AS TO FORM:

David Alvarez, Attorney for Jefferson County
Chief Civil Deputy Prosecutor

CERTIFICATION BY JENNIFER L DYTE

I certify that I have been informed of the text of this Memorandum of Understanding, and certify that JeffCom has made me a bona fide offer of employment as a Warrant Entry Clerk with JeffCom, which employment would begin after my separation from Jefferson County and the commencement of warrant entry services provided by JeffCom.

Jennifer L. Dyste

Date