

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Motion to Authorize City Manager to Execute Interlocal Agreement with the Department of Corrections
DEPARTMENT:	City Attorney's Office
PRESENTED BY:	Flannary P. Collins, Assistant City Attorney

PROBLEM/ISSUE STATEMENT:

The Department of Corrections and the City of Shoreline entered into a Letter of Agreement in 1997 to provide office space for two (2) Community Corrections Officers at the Shoreline Police Department. The Department of Corrections has indicated to the City that they wish to replace this Letter of Agreement with an Interlocal Agreement due to recent changes in the Interlocal Cooperation Act, RCW 39.34.

ANALYSIS:


The DOC, responsible for all felony offenders in Washington, administers criminal sanctions of the courts and correctional programs. In order to facilitate the DOC's presence in Shoreline, the City of Shoreline and the Department of Corrections entered into a Letter of Agreement ("LOA") in 1997 whereby the City agreed to provide office space for two (2) Community Corrections Officers, use of the bathroom for collection of urine samples, and use of the fax and copy machines. The DOC uses the space to manage offenders under their supervision.

The DOC recently sent to the City an Interlocal Agreement to replace the 1997 Letter of Agreement. The DOC indicated they need an updated agreement stating the purpose and the mutual benefit and citing the RCW, and they need to post the updated agreement on their website, as required by the Interlocal Cooperation Act, RCW 39.34. As stated by the DOC, the purpose of this Interlocal is to "allow Department to place Community Corrections Officers ("CCO's") at the premises," mutually benefiting both the DOC and the Shoreline police through "joint operations covering events, holidays, and home/field contact; immediate response regarding felons under Department supervision; joint involvement in community projects; and information sharing, such as information on wanted persons and on-going community concerns."

The basic terms of the Interlocal Agreement match those in the 1997 LOA, except that only one (1) CCO will be present at the Department rather than two (2). The Agreement is effective upon execution and will continue until July 31, 2009. The Agreement may be extended for two (2) additional one-year periods.

RECOMMENDATION

Staff recommends that Council authorized the City Manager to execute the Interlocal Agreement with the Department of Corrections.

Approved By: City Manager  City Attorney ____

ATTACHMENTS

Attachment A: Interlocal Agreement with the Department of Corrections
Attachment B: 1997 Letter of Agreement



This Interlocal Agreement ("Agreement") is made by the state of Washington, Department of Corrections, hereinafter referred to as Department, and the Shoreline Police Department, hereinafter referred to as Agency.

WHEREAS, RCW Chapter 39.34 (Interlocal Cooperation Act) permits state agencies and local Governments to make the most efficient use of their powers by authorizing them to enter into Agreements with each other, in order to provide services and facilities in a manner best serving the needs and development of their local communities: and

WHEREAS, the purpose of this Agreement is to allow Department to place Community Corrections Officers ("CCO's") at the premises owned/operated by Agency located at 1206 N 185th St., Shoreline, WA 98133-4020("Premises").

NOW THEREFORE, in consideration of the terms and conditions contained herein, Department and Agency agree as follows:

1. **Agency Responsibilities:** Agency shall provide:
 - A. Office space for 1 CCO at Premises. Premises will be accessible to the CCO seven days a week, twenty-four hours per day.
 - B. A mail box slot at Premises to which CCO has access.
 - C. Janitorial service for the office space.
 - D. Use of the fax machine and copier.
2. **Department Responsibilities:** Department shall:
 - A. Keep the office space clean
 - B. Wear Department identification at all times when within the building.
 - C. Escort visitors at all times while within the building.
 - D. Provide operational supplies needed by the CCO.
 - E. Maintain a log sheet of visitors on which they must sign in and out.
 - F. Park all vehicles in the back of the building.
 - G. Arrest its offenders unless prior arrangements have been made with the on-duty Sergeant. Department will transport to the local county jail, except in cases of extreme emergency.
3. **Mutual benefits:** This Agreement improves both parties ability to carry out public safety responsibilities through:
 - A. Joint Operations covering events, holidays, and home/field contact.
 - B. Immediate response regarding felons under Department supervision.
 - C. Joint involvement in Community groups.
 - D. Information sharing, such as information on wanted persons and on-going community concerns.

4. **Access to information:**
- A. Access to all Department computer systems and files are restricted to the CCO. Department will follow its policy for dissemination of any information from its computer systems and files.
 - B. Access to all Agency computer systems and files are restricted to Agency personnel unless trained and authorized. The Agency will follow its policy and applicable law concerning dissemination of all Agency information.
5. **Term:** This agreement shall take effect upon execution and shall continue until August 30, 2009. This Contract Agreement may be extended by mutual agreement of the parties for two (2) additional one-year periods or portions thereof. Any such extension shall be evidenced by a properly completed written amendment to this Agreement. Either party may terminate this Agreement by giving thirty (30) days written notice to the other.
- 6 **Hold Harmless:** Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees, and volunteers. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this Agreement.
7. **Contact Persons:** The parties stipulate that the following persons shall be the contact person for their respective jurisdiction.
- A. Nicole Zerbato, Community Corrections Supervisor, Department of Corrections, 9620 Stone Ave. N, Suite 102, Seattle, WA 98103, (206) 729-3394, nazerbato@doc1.wa.gov.
 - B. Tony Burt, Chief of Police, Shoreline Police Department, 1206 N 185th St., Shoreline, WA 98133-4020, (206) 296-3311, tburt@ci.shoreline.wa.us.
8. **Nothing herein shall require or be interpreted to:**
- A. Waive any defense arising out of RCW Title 51.
 - B. Limit or restrict the ability of either entity or employee or legal counsel for either entity or employee to exercise any right, defense or remedy which a party to a lawsuit may have with respect to claims for third parties, including, but not limited to, any good faith attempts to seek dismissal of legal claims against a party by any proper means allowed under the civil rules in either state or federal court.
9. **General Provisions:**
- A. Entire Agreement. This Agreement contains all of the terms with respect to any matter covered or mentioned in this Agreement.
 - B. Modification. No provision of this Agreement may be modified except by written agreement signed by the Parties.
 - C. Successors. This Agreement shall be binding upon the Parties' successors in interest, heirs, and assigns.
 - D. Severability. Any provision of this Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision.
 - E. Default. In the event that either of the Parties defaults on the performance of any terms of this Agreement or either party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorneys' fees, costs and expenses.

- F. Venue. The venue for any dispute related to this Agreement shall be Thurston County, Washington.
- G. Waiver. Failure of the Agency to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.
- H. Performance. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

10. **Governance:** This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable state and federal statutes and rules;
- B. Statement of work; and
- C. Any other provisions of the Agreement, including materials incorporated by reference.

THIS Interlocal Agreement, consisting of three (3) pages, is executed by the persons signing below who warrant that they have the authority to execute the Agreement.

SHORELINE POLICE DEPARTMENT

DEPARTMENT OF CORRECTIONS

(Signature)

Robert L. Olander

(Printed Name)

City Manager

(Title)

(Date)

(Signature)

Gary Banning

(Printed Name)

Contracts Administrator

(Title)

(Date)

Approved as to Form:

This Interlocal Agreement format was approved as to form by Pete Berney, AAG, of the Office of the Attorney General, on December 8, 2006



City of Shoreline

17544 Midvale Avenue North
Shoreline, Washington 98133-4921
(206) 546-1700 FAX (206) 546-2200

May 6, 1997

To: Xandis Phillips, Community Corrections Supervisor
State of Washington, Department of Corrections
Division of Community Corrections
9620 Stone Avenue North, Suite 102
Seattle, WA 98103

From: Robert E. Deis, City Manager
City of Shoreline
17544 Midvale Avenue North
Shoreline, WA 98133

RE: Letter of Agreement, Shoreline Co-Location

Tuesday, March 25, 1997, Chief David L. Walker of the Shoreline Police Department and Xandis Phillips, CCS, discussed this Letter of Agreement.

The City of Shoreline and the Department of Corrections agree to the following:

The City of Shoreline will:

1. Provide office space for two (2) Community Corrections Officers at 1806 North 185th Street, Seattle, Washington. The office space is 142.5 square feet and is available to Corrections seven (7) days a week, twenty-four (24) hours a day. The City shall design and designate the office space as more particularly set forth in remodel blue prints as Office 024.
2. Provide a designated bathroom for the collection of urine samples.
3. Allow Community Corrections Officers to use the fax and copy machines. The Department of Corrections will provide for their paper product use.
4. Provide access entry codes and keys to the Community Corrections Officers.
5. Allow the Department of Corrections to install dedicated phone lines for laptop computers and connection to incoming phone lines. The Department shall bear all costs related to the installation and operations of such lines.

6. Provide janitorial service.

Department of Corrections will:

1. Pay up to \$1,500.00 to the City of Shoreline for remodeling of the Community Corrections Officer space.
2. Keep the office clean.
3. Staff the office with two (2) CCO's; their hours and days may vary within the twenty-four (24) hours, seven (7) day week period.
4. Wear Department of Correction identification while in the building.
5. Maintain a log sheet of anyone who comes into the office and they will be required to sign in and out, except for assigned Community Corrections Officers.
6. Schedule offenders so only two offenders are in the office at one time.
7. All Department of Corrections offenders will be escorted at all times by the Community Correction Officers while in the building.
8. Park vehicles in the back (northeast) of the building.
9. The Department of Corrections will arrest their own offenders unless prior arrangements have been made with the on-duty, Shoreline sergeant. Community Corrections Officers will transport to the local county jail, except in cases of extreme emergency.

Any concerns or problems will be handled between the Shoreline Chief of Police and the supervisor of the Northgate Department of Corrections Office.

All Department of Corrections computer and Offender Bases Tracking System access is restricted and will only be used by Department of Corrections staff. All Department of Corrections information will be disseminated per policy.

All Police Department computer systems and files will be restricted and will only be used by designated police personnel. All police information will be disseminated per policy.

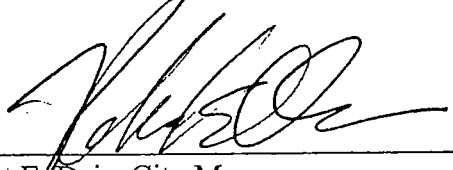
The City of Shoreline recognizes that the Department of Corrections cannot act as agents of the City and the Department of Corrections cannot depend on the City to do what are Department of Corrections responsibilities.

Either party may terminate this agreement by giving thirty (3) days written notice.

May 6, 1997
Letter of Agreement
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Agreement to Hold Harmless, Indemnify and Defend


The State of Washington and the Department of Corrections will protect, defend, indemnify, and save harmless the City of Shoreline, its elected and appointed officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Department of Corrections, its officers, employees, or agents. The Department of Corrections agrees that its obligations under this provision extend to any claim, demand or cause of action brought by or on behalf of any employees of the Department of Corrections, against the City of Shoreline, and includes any judgment, award, and cost arising therefrom including attorneys fees.



Robert E. Deis, City Manager

05/12/97

Date

Approved as per form:


Bruce Disend, City Attorney

5/9/97

Date



for Mike Gray, Department of Corrections

6/19/97

Date

JEG 5/19/97

cc: Mr. Bruce Disend, City Attorney
Mr. Doug Mattoon, Director of Public Works
Captain David L. Walker, Chief of Police Services