

**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

<b>AGENDA TITLE:</b>	Authorize the City Manager to Execute an Interlocal Agreement with the City of Kenmore for Community Court Security
<b>DEPARTMENT:</b>	City Manager's Office
<b>PRESENTED BY:</b>	Christina Arcidy, Management Analyst
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

Community Court is an alternative problem-solving court that seeks to identify and address the underlying challenges of court participants that may contribute to further criminal activity. King County District Court has provided Community Court at Shoreline City Hall since December 2019. In January 2023, Community Court will expand to include City of Kenmore cases. Tonight, staff is requesting that Council take action on an interlocal agreement between the City of Kenmore and the City to share in the cost of Community Court security, which is provided by the King County Sheriff's Office in accordance with Washington State law, and paid for by the City of Shoreline. The term of the agreement is for one year and terminates on December 31, 2023.

**RESOURCE/FINANCIAL IMPACT:**

The City of Kenmore will pay a per rata share of the security costs based on the percentage of cases each year. It is estimated this will be about \$10,000 per year.

**RECOMMENDATION**

Staff recommends that the City Council approve the interlocal agreement between the City and the City of Kenmore for security at Community Court.

Approved By:            City Manager **DT**            City Attorney **JA-T**

## **BACKGROUND**

Community Court is an alternative problem-solving court. It differs from traditional court in that it seeks to identify and address the underlying challenges of court participants that may contribute to further criminal activity. Its goal is to build stronger and safer neighborhoods and reduce recidivism.

In Summer 2017, King County District Court representatives visited Spokane, WA, to learn more about Spokane's Community Court. Planning promptly began for King County's first Community Court, which would open in April 2018 serving the City of Redmond. In 2018, planning began for Community Court in Shoreline. The Court was interested in expanding Community Court to the north end of King County and believed there were many possible defendants that could benefit from this model.

Staff discussed the concept of Community Court with Council at their 2019 Strategic Planning Workshop on March 2-3, 2019. Council directed staff to include a proposed action step regarding Community Court, which became Goal 5, Action Step 10: *Partner with King County District Court to explore the creation of a Community Court in Shoreline for defendants who conduct "crimes of poverty" with the goal of connecting them with services to address the underlying challenges that may contribute to further criminal activity.* This was adopted on April 8, 2019, as part of the "2019-2021 Council Goals and Work Plan," which can be viewed on the [City Council Goals webpage](#).

Shoreline Community Court opened its doors in December 2019 and successfully transitioned to a virtual platform in June 2020 due to the COVID-19 pandemic. Community Court returned to Shoreline City Hall for in-person operations in June 2022.

## **DISCUSSION**

State law mandates weapons screening in all courthouses. Anyone entering the room used as a courtroom while Community Court is being held would be subject to screening. King County does not have funding to pay for security and has looked to the partner cities to pay for this additional cost of Community Court. The City has paid this cost for all in-person Community Court dates.

The court requires one sworn officer (deputy level officer) to conduct security screening for two and a half hours per week of court. A Shoreline police officer fills this role at an overtime rate.

With the City of Kenmore joining Community Court in January 2023, the City has requested that Kenmore contribute to the security costs on a per rata basis. The proposed interlocal agreement between the City and the City of Kenmore would require the City to provide the security on a weekly basis and submit an annual report and invoice to the City of Kenmore for such services. Based on the small number of cases District Court currently has for Kenmore, the cities do not expect Kenmore's contribution

to be over \$10,000 per year. The term of the interlocal agreement will be for one year and terminate on December 31, 2023.

### **RESOURCE/FINANCIAL IMPACT**

The City of Kenmore will pay a per rata share of the security costs based on the percentage of cases each year. It is estimated this will be about \$10,000 per year.

### **RECOMMENDATION**

Staff recommends that the City Council approve the interlocal agreement between the City and the City of Kenmore for security at Community Court.

### **ATTACHMENTS**

Attachment A: Interlocal Agreement between the City of Shoreline and the City of Kenmore for Community Court Security

**INTERLOCAL AGREEMENT TO SHARE COST OF SECURITY SERVICES  
FOR COMMUNITY COURT AT SHORELINE CITY HALL  
BETWEEN THE CITIES OF KENMORE AND SHORELINE**

**THIS INTERLOCAL COOPERATION AGREEMENT** is made by and between the City of Shoreline, hereinafter referred to as “Shoreline,” and the City of Kenmore, hereinafter referred to as “Kenmore,” and jointly hereinafter referred to as the “Parties.”

**WHEREAS**, Kenmore and Shoreline are both non-charter code cities, organized under the law of the State of Washington and located in King County; and

**WHEREAS**, Kenmore’s municipal court services are provided by King County District Court at its facility located in Shoreline, Washington; and

**WHEREAS**, Community Courts are a type of Therapeutic Court which is an option allowed under Chapter 2.30 RCW. The purpose of the Community Court is to utilize a program or programs to achieve both a reduction in recidivism and to increase the likelihood of rehabilitation through continuous and intense judicially supervised treatment and the appropriate use of services, sanctions, and incentives; and

**WHEREAS**, the Community Court for matters located at the King County District Court in Shoreline are held at Shoreline City Hall; and

**WHEREAS**, in accordance with Chapter 2.30 RCW, King County operates a Community Court at Shoreline City Hall in collaboration with King County District Court and various community service providers to provide services for criminal defendants who are eligible and choose to participate by having their cases transferred to Community Court for adjudication; and

**WHEREAS**, Kenmore is working with King County to utilize Community Court services for its residents and defendants which will be governed by an agreement between Kenmore and King County; and

**WHEREAS**, Shoreline is willing to have Kenmore use the services currently provided at Shoreline City Hall contingent on Kenmore’s agreement to pay its pro rata share of the costs of court security for the Community Court. Kenmore’s share of the security services will be calculated based on the number of Kenmore cases heard over the year as a proportion of the total number of cases heard by the Community Court; and

**WHEREAS**, pursuant to Chapter 39.34 RCW, local governments may jointly exercise their powers, privileges and authorities through the execution of interlocal cooperation agreements in order to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographical,

economic, population, or other factors influencing the needs and development of local community;  
and

**NOW, THEREFORE,** for and in consideration of the mutual covenants contained herein, and as authorized under chapter 39.34 RCW, the Parties hereby agree as follows:

**Section 1. Purpose.** The purpose of this Agreement is to provide that Kenmore will pay its pro rata share of court security services for its usage of the Community Court held at Shoreline City Hall.

**Section 2. Responsibilities of the Parties.**

- A. Kenmore shall enter into a separate agreement with King County to provide Community Court services to Kenmore’s residents and/or defendants. If Kenmore does not enter into such an agreement, then this Agreement shall be null and void.
- B. Shoreline shall provide court security services for Community Court at Shoreline City Hall during all times that Community Court is operating at Shoreline City Hall.
- C. Kenmore shall pay Shoreline for its pro rata share of the court security costs. Such pro rata share shall be determined by the proportion of Kenmore cases to the annual caseload of the Community Court at Shoreline City Hall. Shoreline will invoice Kenmore annually for its pro rate share. Kenmore shall pay the invoice within thirty (30) calendars days of receipt of the invoice. Such cost shall not exceed ten thousand dollars (\$10,000.00) in any year.

**Section 3. Term; Duration.** The term of this Agreement shall commence on January 1, 2023 and shall continue in effect until December 31, 2023. Provided however, unless either Party gives notice to terminate in accordance with Section 4, such Agreement shall automatically renew for successive one-year terms unless Kenmore no longer has an agreement with King County for use of the Community Court at Shoreline City Hall.

**Section 4. Termination.** Either Party may terminate this Agreement for any reason, including termination of its agreement with King County, upon ninety (90) days’ advance written notice to the other Party as provided in Section 17. Failure by Kenmore to provide timely notice of terminate shall make it liable for the remainder of the then effective term utilizing the average number of cases from the prior two (2) terms to establish its pro rata share.

**Section 5. Property.** This Interlocal Agreement does not provide for the acquisition, holding or disposal of real or personal property.

**Section 6. Organization.** This Agreement does not create any separate entity, nor does this Agreement create any obligation for shared financial interests, except that Kenmore will pay Shoreline for court security services as described in Section 2.

**Section 7. Agreement Administration.** The Parties will work cooperatively on administering this Agreement, however, Shoreline will be solely responsible for supervising and directing its employees, contractors, or agents with regard to the services described and provided under this Agreement.

- A. **Dispute resolution.** Disputes between the Parties that cannot be resolved at the department level are to be resolved by the respective City Managers. It is understood between the Parties that this Agreement is of benefit to both Parties and there is a common interest in working through issues to continue the Agreement.
- B. **Reporting.** Shoreline shall provide Kenmore with an annual report summarizing court activity during which security services are provided. Kenmore shall identify any deficiencies in such annual reports and, where feasible, Shoreline shall amend the reports accordingly.

**Section 8. Indemnification.** Each Party shall indemnify, defend and hold harmless the other Party, its officers, agents and employees and volunteers, from and against any and all claims, injuries, damages, losses, suits or liability, including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the indemnifying Party. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of both Parties, each Party's liability hereunder shall be only to the extent of each Party's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes each Party's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.

**Section 9. Relationship of the Parties.** No agent, employee, servant or representative of either Party shall be deemed to be an employee, agent, servant or representative of the other Party for any purpose.

**Section 10. Venue.** This Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within King County, Washington.

**Section 11. Compliance With Laws.** The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

**Section 12. Severability.** It is understood and agreed by the Parties hereto that if any part, term or provision of this Interlocal Agreement is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be

invalid. If any provision hereof is in conflict with any statute of the State of Washington, said provision that may conflict therewith shall be deemed modified to conform to such statutory provision.

**Section 13. Entire Agreement; Amendments.** This Agreement contains the entire agreement between the Parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the Parties. This Interlocal Agreement may be modified at any time by mutual Agreement of the Parties. Either Party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

**Section 14. Counterparts.** This Agreement may be executed in any number of multiple signed originals, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

**Section 15. Disclaimer.** Except as otherwise provided, this Agreement shall not be construed in any manner that would limit either Party's authority or powers under law.

**Section 16. Agreement To Be Filed and Posted.** Each Party shall file this Agreement with its respective City Clerk and either post it to its website, as listed by subject, in accordance with RCW 39.34.040 or file it with the King County Auditor's Office.

**Section 17. Notices.** All notices shall be in writing and served either by first class mail or by certified mail, return receipt requested to the Parties at the addresses set forth herein above. Notices sent by certified mail shall be deemed served when deposited in the United States Mail, postage prepaid at the below addresses. Notices sent by first class mail shall be deemed served three days after being deposited in the United States Mail, postage prepaid at the below addresses.

**City of Shoreline:**

City of Shoreline  
Attn. City Manager  
17500 Midvale Ave N.  
Shoreline WA 98133-4905

**City of Kenmore:**

City of Kenmore  
Attn. City Manager  
18120 68<sup>th</sup> Ave NE  
Kenmore WA 98028

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed on date and year under their respective signatures.

**CITY OF KENMORE**

**CITY OF SHORELINE**

\_\_\_\_\_  
Rob Karlinsey, City Manager

\_\_\_\_\_  
Debbie Tarry, City Manager

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Approved as to form:

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Dawn F. Reitan, City Attorney

Approved as to form:

\_\_\_\_\_  
Margaret King, City Attorney