State of Washington
Department of Corrections

Contract No. K11373

This Interlocal Agreement ("Agreement") is made by the state of Washington, Department of Corrections, hereinafter referred to as Department, and the Everett 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 3002 Wetmore Ave., Everett, WA 98201 ("Premises").

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

1. **Agency Responsibilities:** Agency shall provide only the following:

   Office space for use by the CCO during joint operations, including access to telephones. Premises will be accessible to the CCO at any time the CCO is involved in an operation with the Agency.

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. Supply a printer for the use of the CCO and any necessary supplies.
   E. Ensure that the CCO is not meeting with offenders at this location.

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 resources, such as wanted persons information and local 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 January 1, 2017 and shall continue in effect until terminated January 1, 2019. This Contract Agreement may be extended by mutual agreement of the parties for two (2) additional two-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 part to this Agreement.

7. **Contact Persons:** The parties stipulate that the following persons shall be the contact person for their respective jurisdiction.
   A. Chief, Dan Templeman, Everett Police Department, 3002 Wetmore Ave., Everett, WA 98201, (425) 257-8400.
   B. Kelly Miller, Field Administrator, Department of Corrections, (425) 513-5248, kmiller@doc1.wa.gov.

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 ensigns.
   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.

EVERETT POLICE DEPARTMENT	DEPARTMENT OF CORRECTIONS
(Signature)	(Signature)
Dan Templeman	John R. Nispel
(Printed Name)	(Printed Name)
Chief	Contracts Administrator
(Title)	(Title)
11-18-16	12/19/16
(Date)	(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

AGREED:

CITY OF EVERETT, WASHINGTON

By: _____
Ray Stephanson, Mayor
Date: 12/9/2016

ATTEST:

_____
Sharon Fuller, City Clerk
Date: 12/5/2016

APPROVED AS TO FORM:

_____
James D. Iles, City Attorney
Date: 12/1/16

Agreement

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

#20

PROJECT TITLE:
Interlocal Agreement between the State of Washington Department of Corrections and Everett Police Department regarding joint operations

_____	Briefing
_____	Proposed Action
_____	Consent
_____	Action
_____	First Reading
_____	Second Reading
_____	Third Reading
_____	Public Hearing
_____	Budget Advisory

COUNCIL BILL #	
Originating Depart.	Police
Contact Person	Capt. John DeRousse
Phone Number	425-257-8408
FOR AGENDA OF	November 30, 2016

Initialed by:
Department Head _____
CAA _____
Council President _____

Location	Preceding Action	Attachments	Department(s) Approval
		Agreement	Police, Legal

Amount Budgeted	-0-	
Expenditure Required	-0-	Account Number(s):
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:
The Everett Police Department works in conjunction with the State of Washington Department of Corrections (DOC) to ensure the safety of our community. This Interlocal Agreement supports joint operations between the Everett Police Department and Department of Corrections by providing DOC Community Corrections Officers access to our facilities and office space during joint operations. This partnership improves information sharing and also response times when addressing felons under DOC supervision. The term of the agreement is January 1, 2017 to January 1, 2019 and may be extended up to four additional years by written amendment.

RECOMMENDATION (Exact action requested of Council):
Authorize the Mayor to sign the Interlocal Agreement between the State of Washington Department of Corrections and Everett Police Department regarding joint operations at no cost to the City.

Council approved 11-30-16 A.P.