

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 04-13-2020**

<b>AGENDA ITEM:</b>	
Approve Department of Corrections Amendment for extension of CCO assignment with Marysville NITE team	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Cmdr. Bradley Akau	
<b>DEPARTMENT:</b>	
Marysville Police Department	
<b>ATTACHMENTS:</b>	
See Inter-local Agreement	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
<b>SUMMARY:</b>	

The Department of Corrections currently provides a Community Corrections Officer to be housed with the Marysville NITE team 1 day a week since January 2018. Through this partnership with the Department of Corrections numerous arrests of wanted fugitives and DOC offenders have been made over the years, and several neighborhood livability issues successfully worked. The additional resources the current CCO provides to the NITE team amplifies the unit's capabilities enormously. This amendment would extend the existing ILA with the Department of Corrections through January 2022.

This Inter-local Agreement has be reviewed by the City Attorney.

**RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to sign the renewal Amendment Inter-local Agreement with State of Washington Department of Corrections**



State of Washington  
Department of Corrections

Contract No. K11665  
Amendment No. 1

This Amendment is made by the Washington State Department of Corrections, hereinafter referred to as "Department," and the Marysville Police Department, hereinafter referred to as "Agency," for the purpose of amending the above-referenced Contract, heretofore entered into between the Department and Agency. The Contract is incorporated into this amendment by reference thereto.

**WHEREAS** the purpose of this Contract Amendment is to extend the term of the Contract.

**NOW THEREFORE**, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, the Department and Agency agree as follows:

The original Contract and all previous amendments, if any, are incorporated into this Amendment by reference.

**PARAGRAPH 5. TERM** is amended, in part, as follows:

This Agreement shall take effect January 1, 2018 and shall continue in effect until terminated (~~(January 1, 2020)~~) January 1, 2022. This Contract Agreement may be extended by mutual agreement of the parties for (~~(five (5))~~) four (4) 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.

Additions to this text are shown by underline and deletions by (~~strikeout~~). All other terms and conditions remain in full force and effect. The effective date of this Amendment is **January 1, 2020**.

**THIS AMENDMENT**, consisting of one (1) page(s) is executed by the persons signing below who warrant that they have the authority to execute the Contract.

**MARYSVILLE POLICE DEPARTMENT**

**DEPARTMENT OF CORRECTIONS**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

Debra J. Eisen  
\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

Contracts Administrator  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

Approved as to Form: This Amendment format was approved by the office of the Attorney General.  
Approval on file.



State of Washington  
Department of Corrections

Contract No. K11665

This Interlocal Agreement ("Agreement") is made by the state of Washington, Department of Corrections, hereinafter referred to as Department, and the Marysville 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 1635 Grove St., Marysville, WA 98270 ("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, 2018 and shall continue in effect until terminated January 1, 2020. This Contract Agreement may be extended by mutual agreement of the parties for five (5) 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. Assistant Chief, Jeff Goldman, Marysville Police Department, 1635 Grove St., Marysville, WA 98270, (425) 754-6123.
  - 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 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.

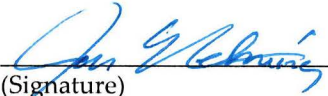
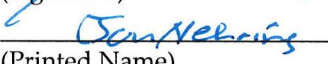
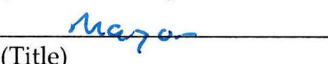

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

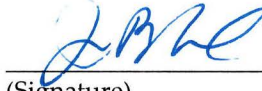
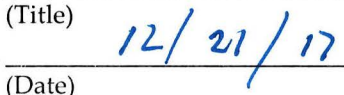
- A. Applicable state and federal statutes and rules;
- B. Statement of work; and
- C. Any other provisions of the Agreement, including materials incorporated by reference.

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

MARYSVILLE POLICE DEPARTMENT

DEPARTMENT OF CORRECTIONS

  
\_\_\_\_\_  
(Signature)  
  
\_\_\_\_\_  
(Printed Name)  
  
\_\_\_\_\_  
(Title)  
  
\_\_\_\_\_  
(Date)

  
\_\_\_\_\_  
(Signature)  
John R. Nispel  
\_\_\_\_\_  
(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