



**State of Washington  
Department of Corrections**

**Contract No. K11822**

This Interlocal Agreement ("Agreement") is made by the Washington State Department of Corrections, hereinafter referred to as "DOC," and the City of Richland, hereinafter referred to as "City."

**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 DOC to place Community Corrections Officers ("CCOs") at the premises owned/operated by City located at 871 George Washington Way, Richland, WA 99352 ("Premises").

**NOW THEREFORE**, in consideration of the terms and conditions contained herein, DOC and City agree as follows:

**1. Statement of Work**

The DOC and City shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment "A" attached hereto and incorporated herein.

**2. Term**

This Agreement shall take effect July 1, 2018 and shall continue in effect until June 30, 2020. Such term may be extended by the mutual agreement of the parties. Either party may terminate this Agreement by giving thirty (30) days' written notice to the other.

**3. 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.

**4. Contact Persons**

The parties stipulate that the following persons shall be the contact persons for their respective jurisdiction, and shall serve as joint administrators of this Agreement.

- A. John Bruce, Chief of Police, Richland Police Department, 871 George Washington Way, Richland, WA 99352. (509) 942-7390, [askthechief@ci.richland.wa.us](mailto:askthechief@ci.richland.wa.us).
- B. Joel Fort, Community Corrections Supervisor, Department of Corrections, 500 N. Morain, Suite 1101, Kennewick, WA 99336, (509) 734-5622, [jafort@doc1.wa.gov](mailto:jafort@doc1.wa.gov).

**5. 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.

**6. 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 City 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.
- I. No separate legal entity is created by this Agreement, and no property will be held jointly by the Parties under this Agreement. No established budget is required.
- J. This Agreement may be recorded pursuant to RCW 39.34.040.

7. 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. Attachment A, Scope of Work; and
- C. Any other provisions of the Agreement, including materials incorporated by reference.

THIS INTERLOCAL AGREEMENT, consisting of four (4) pages and one (1) attachment, is executed by the persons signing below who warrant that they have the authority to execute this Agreement.

CITY OF RICHLAND

DEPARTMENT OF CORRECTIONS

C. Reents  
 (Signature)  
C. Reents  
 (Printed Name)  
City Manager  
 (Title)  
8/24/2019  
 (Date)

Debra J. Eisen  
 (Signature)  
Debra J. Eisen  
 (Printed Name)  
Contracts Administrator  
 (Title)  
9/16/19  
 (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.

## ATTACHMENT A

### SCOPE OF WORK

City, in partnership with DOC, provides office space for Community Corrections Officers (CCOs) at City's location. City agrees to allow community corrections staff use of its network infrastructure and internet connectivity for the purpose of connecting to the DOC network via Virtual Private Networking (VPN). This Scope of Work outlines agreed upon roles and responsibilities between the Washington State Department of Corrections and the Richland Police Department in support of DOC's network connectivity as described above.

City's office is located in Richland, Washington. DOC staff at this location are supported by the DOC East Region Central Information Technology team based in Connell, WA.

DOC is supplying the software, client and digital key fob for DOC staff to use to establish VPN connection to the DOC network. The software, fob, and resultant VPN connection to the DOC network shall be used only by authorized DOC staff and with DOC owned and managed computers and equipment.

City agrees to provide the network infrastructure and internet connectivity that will allow DOC staff to establish VPN connectivity to the DOC network.

When there are scheduled network outages that may impact DOC staff connectivity to the DOC network, City agrees to notify impacted DOC staff as soon as reasonably practicable.

The VPN software installed on DOC computers will not allow split tunneling. This means that DOC staff will not be able to connect to City's resources on City's network (e.g. printers, desktop faxing, print, file, terminal servers, etc.). The sole use of the City's infrastructure and internet connectivity shall be to provide VPN connectivity to the DOC network. City staff shall not use DOC VPN connection to gain access to DOC's network.

The Scope of Work is further described as follows:

#### 1. City Responsibilities

City shall provide:

- A. Office space for four (4) CCOs at Premises;
- B. Utilities and telephones;
- C. That premises will be accessible to the CCOs seven days a week, twenty-four hours per day;
- D. A mail box slot at Premises to which CCOs have access;
- E. Janitorial service for the office space; and
- F. An interview room within the building for offender reporting.

**2. DOC Responsibilities**

DOC shall:

- A. Keep the office space clean;
- B. Wear DOC identification at all times when within the building;
- C. Escort visitors at all times while within the building;
- D. Procure, install, and maintain VPN connectivity (see Attachment A); and
- E. Provide office equipment, furniture, and any operational supplies needed by the CCOs.

**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 contacts;
- B. Immediate response regarding felons under DOC supervision;
- C. Joint involvement in Community groups; and
- D. Increased communication between the City and DOC.

**4. Access to Information**

- A. Access to all DOC computer systems and files are restricted to the CCOs. DOC will follow its own policy for dissemination of any information from its computer systems and files.
- B. Access to all City computer systems and files are restricted to City personnel unless DOC personnel are trained and authorized to use the system. The City will follow its policy and applicable law concerning dissemination of all City information.

RESOLUTION NO. 99-19

A RESOLUTION of the City of Richland authorizing an interlocal agreement with the Washington State Department of Corrections for placement of Community Corrections Officers at the Richland Police Department, and providing standing authority for future agreements on the same topic.

WHEREAS, Chapter 39.34 RCW permits local government units to make the most efficient use of their powers by enabling them to cooperate with other localities to provide services and facilities in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the Washington State Department of Corrections (DOC) desires to place community corrections officers at the premises owned and operated by the City of Richland located at 871 George Washington Way; and

WHEREAS, colocation improves the parties' ability to carry out public safety responsibilities through joint operations, immediate response regarding felons under DOC supervision, joint involvement in community groups, and increased communication between the City and the Department of Corrections.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute an interlocal agreement with Washington State Department of Corrections to place community corrections officers in the Richland Police Station.

BE IT FURTHER RESOLVED that, Resolution No. 157-15 notwithstanding, the City Manager is authorized to sign and execute future interlocal agreements with the Department of Corrections containing substantially the same terms and conditions upon a finding by the City Manager that said agreement is advantageous to Richland.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 6<sup>th</sup> day of August, 2019.

  
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ROBERT J. THOMPSON  
Mayor

ATTEST:

  
\_\_\_\_\_  
DEBBY BARHAM, Deputy City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
HEATHER KINTZLEY, City Attorney