

RESOLUTION NO. 09-579

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF CORRECTIONS FOR USE OF OFFICE SPACE FOR A COMMUNITY CORRECTIONS OFFICER WITHIN THE BLACK DIAMOND POLICE DEPARTMENT**

**WHEREAS**, the Black Diamond Police Department would like to offer office space to a community corrections officer with the Washington State Department of Corrections; and

**WHEREAS**, the Black Diamond Police Department would receive immediate response for felons under Department of Corrections status, receive information on local and surrounding offenders, and have joint relations and response form the Department of Corrections Officer;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:**

**Section 1.** The Mayor is hereby authorized to execute a contract with the Washington State Department of Corrections for use of office space within the Black Diamond Police Department as contained in form attached hereto as Exhibit A.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5TH DAY OF FEBRUARY, 2009.**

CITY OF BLACK DIAMOND:



Howard Botts, Mayor

Attest:



Brenda L. Streepy, City Clerk



This Interlocal Agreement ("Agreement") is made by the state of Washington, Department of Corrections, hereinafter referred to as Department, and the City of Black Diamond 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 22510 Lawson St., Black Diamond, WA 98010 ("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 one (1) CCO at Premises, including a desk, file cabinet, and phone line. 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. A location for a reporting kiosk, if applicable.
  - E. Accommodation for Department offenders to report at the office.
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. Procure, install, and maintain a reporting kiosk, if applicable.
  - E. Procure, install, and maintain VPN connectivity for use by the CCO (Attachment A).
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. Improved supervision of offenders, thus contributing to community safety.
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 February 1, 2009 and shall continue in effect until terminated January 31, 2011. This 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 part to this Agreement.
7. **Contact Persons:** The parties stipulate that the following persons shall be the contact person for their respective jurisdiction.
- A. Brooks Raymond, Community Corrections Supervisor, Department of Corrections, 420 E. Main St., Auburn, WA 98001, (206) 391-9302, [bmraymond@doc1.wa.gov](mailto:bmraymond@doc1.wa.gov) .
- B. Jamey Kiblinger, Chief of Police, Black Diamond Police Department, 25510 Lawson St., Black Diamond, WA 98010, (253) 631-1012, [jkiblinger@police.ci.blackdiamond.wa.us](mailto:jkiblinger@police.ci.blackdiamond.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 and one (1) attachment, is executed by the persons signing below who warrant that they have the authority to execute the Agreement.

CITY OF BLACK DIAMOND POLICE  
DEPARTMENT

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

Howard Botts  
\_\_\_\_\_  
(Printed Name)

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

2-5-09  
\_\_\_\_\_  
(Date)

DEPARTMENT OF CORRECTIONS

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

Gary Banning  
\_\_\_\_\_  
(Printed Name)

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

2/25/09  
\_\_\_\_\_  
(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**  
**VPN Data Line Agreement**

**PURPOSE**

The City of Black Diamond Police Department (*Agency*) hosts a Department of Corrections', (*Department*), Community Corrections Officer (CCO) at their location. The specific locations are identified in the main contract, of which this is an addendum. The Agency has agreed to allow the CCO use of their network infrastructure and Internet connectivity for the purpose of connecting to the Department network via a Virtual Private Networking (VPN) session. This Addendum will outline agreed upon roles and responsibilities between the Department and the Agency, for the support of the described connectivity.

**PART I – DEPARTMENT RESPONSIBILITIES**

1. The Department will supply the software client and digital key fob for Department staff to use in establishing their VPN connection to the Department network. The software, fob, and resultant VPN connection to the Department network will only be used by authorized Department staff using their Department owned and managed computing equipment.
2. The Department will ensure that the VPN software installed, on their owned computer, will not allow split tunneling. This means that Department staff will not be able to connect to the Agency resources on their network, such as printers, files, terminal services, desktop faxing, or the like. The sole purpose and use of the Agency infrastructure and its provision of Internet connectivity will be strictly for the connection of Department owned computers to the Department network, to access Department data and resources.

**PART II – AGENCY RESPONSIBILITIES**

1. The Agency Information Technology department agrees to provide the network infrastructure and Internet connectivity that will allow the Department staff to establish a VPN connection to the Department network.
2. When there are scheduled Agency network outages, which may impact Department staff connectivity to the Department network, the Agency agrees to notify the Department staff as soon as they reasonably can.
3. The Agency Information Technology Director shall have the final authority to determine the schedule and services, to be provided by the Agency employees, to carry out the Agency's responsibilities under this agreement.
4. The Agency staff will not use the Department VPN connection to gain access to Department data or resources.

**PART III – CHARGES FOR SERVICE (where applicable)**

The Agency will be compensated for the services provided herein, as follows:

1. The Agency will be compensated at the rate of \$25.00\*\* per hour for any services performed by Agency staff, as required to support the Agency infrastructure in place for the Department's use in connecting its computing equipment to the Department network. The Agency will notify the Department of any billable work to be performed by their staff prior to any work being done. The approval to proceed with requested work will be provided by the Departments' Community Corrections supervising Field Administrator. All work that impacts or alters the Department's owned computers connection to the Department network equipment will be accomplished in coordination with the Department's local Information Technology staff.
2. Any increases to these agreed upon charges must be made, in writing, to the Department at a minimum (30) days advance notice. Normally, increases in cost for the services provided by the Agency should be negotiated when the contract is reviewed.

*\*\* This amount represents mid-range ITS4 hourly rate.*