



This Agreement ("Agreement") is made by the state of Washington, Department of Corrections, hereinafter referred to as Department, and Prosser 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 a Community Corrections Officer at the premises owned/operated by the Agency located at 601 7th St., Prosser, WA 99350 ("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. Use of workstation as space allows for a CCO at the Premises. Premises will be accessible to the CCO seven days a week, twenty-four hours per day.
2. **Department Responsibilities:** Department shall:
 - A. Leave workstations clean and orderly.
 - B. Wear Department identification at all times when within the building.
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.
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 on February 28, 2010 and shall continue in effect until February 27, 2012. 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 party to this Agreement.
7. **Contact Persons:** The parties stipulate that the following persons shall be the contact person for their respective jurisdiction.
 - A. Joel Fort, Community Corrections Supervisor, (509) 734-5622, joel.fort@doc.wa.gov
 - B. Patrick A. McCullough Sr., Chief, Prosser Police Department, (509) 786-1500, pmccullough@prosserpd.org
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 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; and
- B. 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.

PROSSER POLICE DEPARTMENT

DEPARTMENT OF CORRECTIONS

Paul Warden
(Signature)
PAUL WARDEN
(Printed Name)
MAYOR
(Title)
2-11-10
(Date)

Gary Banning
(Signature)
Gary Banning
(Printed Name)
Contracts Administrator
(Title)
2/9/10
(Date)

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



STATE OF WASHINGTON
DEPARTMENT OF CORRECTIONS
P.O. Box 41100 • Olympia, Washington 98504-1100

February 3, 2010

RECEIVED
FEB - 8 2010
CITY OF PROSSER

Sherry Biggs, CMC
Prosser Police Department
601 7th St
Prosser, WA 99350

Re: DOC Contract No: K8460

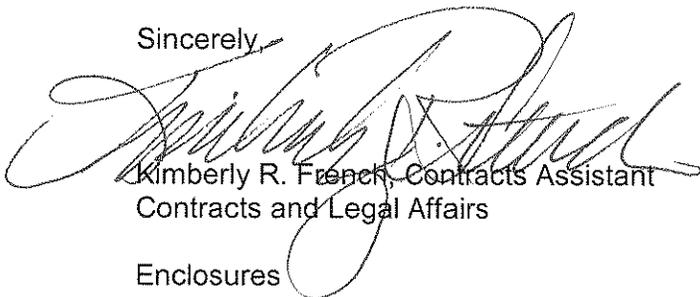
Dear Ms. Biggs:

Enclosed are two copies of your contract with the Department of Corrections. Please have them signed, retain one for your records, and **return the other one to the address shown below by 02/17/10**. If you cannot meet this deadline, please contact me at the number below to discuss an estimated return date.

Department of Corrections
Contracts and Legal Affairs
PO Box 41114
Olympia, Washington 98504-1114

If you have any questions, please call me at (360) 725-8367. Thank you.

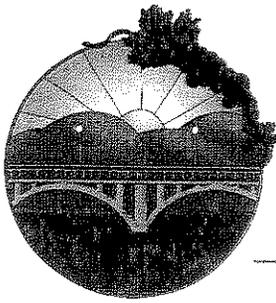
Sincerely,



Kimberly R. French, Contracts Assistant
Contracts and Legal Affairs

Enclosures

"Working Together for SAFE Communities"



City of Prosser

February 17, 2010

Department of Corrections
Contracts and Legal Affairs
PO Box 41114
Olympia, WA 98504-1114

RE: Contract No. K8460

Dear Ms. French:

At its regularly scheduled meeting on February 9, 2010, the Prosser City Council approved the above referenced Interlocal Agreement. Please find the enclosed signed copy of WA Department of Corrections Contract No. K8460.

Sincerely,

Sherry Biggs, CMC
City Clerk