



State of Washington
Department of Corrections

Contract No. COCO7206
Amendment No. 5

This Amendment is made by the state of Washington, Department of Corrections, hereinafter referred to as Department, and University Place Police Department, hereinafter referred to as the Agency, for the purpose of amending the above-referenced Contract, heretofore entered into between the Department and the Agency.

WHEREAS the purpose of this contract amendment is to add funding for janitorial services;

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

Section 5, TERM, is amended, in part, as follows:

5. Term: This agreement shall take effect June 1, 2007 and shall continue until ~~((May 31, 2015))~~ May 31, 2017. This Contract Agreement may be extended by mutual agreement of the parties. 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 June 1, 2015.


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

UNIVERSITY PLACE POLICE
DEPARTMENT

DEPARTMENT OF CORRECTIONS



(Signature)



(Signature)

Mike Blair

(Printed Name)

Gary Banning

(Printed Name)

Police Chief

(Title)

Contracts Administrator

(Title)

3/13/2015

(Date)

3/17/15

(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. COCO7206
Amendment No. 4

This Amendment is made by the state of Washington, Department of Corrections, hereinafter referred to as Department, and University Place Police Department, hereinafter referred to as the Agency, for the purpose of amending the above-referenced Contract, heretofore entered into between the Department and the Agency.

WHEREAS the purpose of this contract amendment is to add funding for janitorial services;

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

The following is added to Section 2, Department Responsibilities:

E. The department shall reimburse the Agency \$37.50 per week for janitorial services for the restroom dedicated for Department use for UA testing. The agency will invoice the Department monthly for the service.

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 June 10, 2014.


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

UNIVERSITY PLACE POLICE
DEPARTMENT

DEPARTMENT OF CORRECTIONS



(Signature)



(Signature)

Mike Blair

(Printed Name)

Gary Banning

(Printed Name)

Police Chief

(Title)

Contracts Administrator

(Title)

6/11/2014

(Date)

6/12/14

(Date)

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



This Amendment is made by the state of Washington, Department of Corrections, hereinafter referred to as Department, and University Place Police Department, hereinafter referred to as the Agency, for the purpose of amending the above-referenced Contract, heretofore entered into between the Department and the Agency.

WHEREAS the purpose of this contract amendment is to extend the term;

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

Section 5, TERM, is amended, in part, as follows:

- 5. **Term:** This agreement shall take effect June 1, 2007 and shall continue until ~~((May 31, 2013))~~ May 31, 2015. This Contract Agreement may be extended by mutual agreement of the parties. 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 June 1, 2013.

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

UNIVERSITY PLACE POLICE
DEPARTMENT

DEPARTMENT OF CORRECTIONS

(Signature)

(Signature)

Mike Blair

Gary Banning

(Printed Name)

(Printed Name)

Police Chief

Contracts Administrator

(Title)

(Title)

4/1/2013

4/10/13

(Date)

(Date)

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



This Amendment is made by the state of Washington, Department of Corrections, hereinafter referred to as Department, and the University Place Police Department, hereinafter referred to as Agency, heretofore entered into between the Department and the Agency.

WHEREAS the purpose of this amendment is to extend the term of the Agreement;

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:

SECTION 5 Term, is amended, in part, as follows:

This agreement shall take effect June 1, 2007 and shall continue until ~~((May 30, 2014))~~ May 31, 2013. This Contract 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.

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 May 30, 2011.

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

AGENCY

DEPARTMENT OF CORRECTIONS

de SV

[Signature]
(Signature)
RUSTIN O. WILDER
(Printed Name)
CHIEF OF POLICE
(Title)
10/24/2011
(Date)

[Signature]
(Signature)
Gary Banning
(Printed Name)
Contracts Administrator
(Title)
11/2/11
(Date)

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



This Amendment is made by the state of Washington, Department of Corrections, hereinafter referred to as Department, and the University Place Police Department, hereinafter referred to as Agency, heretofore entered into between the Department and the Agency.

WHEREAS the purpose of this amendment is to extend the term of the Agreement;

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:

SECTION 5 Term, is amended, in part, as follows:

This agreement shall take effect June 1, 2007 and shall continue until ~~((May 30, 2009))~~ May 30, 2011. This Contract 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.

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 June 1, 2009.

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

AGENCY

DEPARTMENT OF CORRECTIONS

[Signature]
(Signature)
JAMES B ANDREWS
(Printed Name)
Chief of Police
(Title)
04-21-09
(Date)

[Signature]
(Signature)
Gary Banning
(Printed Name)
Contracts Administrator
(Title)
4/27/09
(Date)

Approved as to Form:
This contract amendment format was approved as to form by Tom Young, AAG, of the Office of the Attorney General, on April 14, 1998.
Approval on file.



This Interlocal Agreement ("Agreement") is made by the state of Washington, Department of Corrections, hereinafter referred to as Department, and the University Park 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 3631 Drexler Dr. W., Suite A, University Place, WA 98466 ("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 two (2) CCO's at Premises. Premises will be accessible to the CCO's seven days a week, twenty-four hours per day.
 - B. A mail box slot at Premises to which CCO's have access.
 - C. Janitorial service for the office space.
 - D. A location for a reporting kiosk, if applicable.
 - E... A holding area for use by the CCO's.
 - F. Facilities to be used for U/A's.
 - G. Assistance with arrests, searches, offender contacts, and home/field visits.
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 (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.
4. **Access to information:**
 - A. Access to all Department computer systems and files are restricted to the CCO's. 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 June 1, 2007 and shall continue until May 30, 2009. This Contract 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 party to this Agreement.
7. **Contact Persons:** The parties stipulate that the following persons shall be the contact person for their respective jurisdiction.
- A. Suzann Braverman, Community Corrections Supervisor, Department of Corrections, 10109 S. Tacoma Way, Suite C-4, Lakewood, WA 98499, (253) 983-7140, sebraverman@doc1.wa.gov.
- B. Jim Andrews, Chief of Police, University Place Police Department, 3631 Drexler Dr. W, Suite A, University Place, WA 98466, (253) 798-3205, jandrew@co.pierce.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.

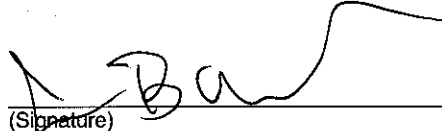
10. **Governance:** This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

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.

AGENCY



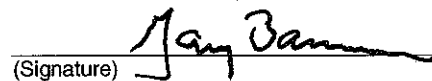
(Signature)
James B Andrews

(Printed Name)
Chief of Police

(Title)
05-24-07

(Date)

DEPARTMENT OF CORRECTIONS



(Signature)
Gary Banning

(Printed Name)
Contracts Administrator

(Title)
5/30/07

(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 Connectivity Agreement

PURPOSE

The City of University Place Police Department hosts a Department of Corrections', [Department], Community Corrections Officers (CCO's) 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's 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.*



State of Washington
Department of Corrections

Contract No. COCO7206
Amendment No. 6

This Amendment is made by the state of Washington, Department of Corrections, hereinafter referred to as "Department," and University Place Police Department, hereinafter referred to as the "Agency," for the purpose of amending the above-referenced Contract, heretofore entered into between the Department and the Agency.

WHEREAS the purpose of this amendment is to extend the contract term.

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

Section 5, TERM, is amended as follows:

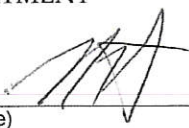
- 5. Term: This agreement shall take effect June 1, 2007 and shall continue until ~~(May 31, 2017)~~ May 31, 2019. This Contract Agreement may be extended by mutual agreement of the parties. Any such extension shall be evidenced by a properly completed written amendment to this Agreement. Either party 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 start date of this amendment is June 1, 2017.

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

UNIVERSITY PLACE POLICE
DEPARTMENT

DEPARTMENT OF CORRECTIONS



(Signature)



(Signature)

Mike Blair

(Printed Name)

John R. Nispel

(Printed Name)

Police Chief

(Title)

Contracts Administrator

(Title)

6/9/2017

(Date)

6/12/17

(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. COCO7206
Amendment No. 7

This Amendment is made by the state of Washington, Department of Corrections, hereinafter referred to as Department, and University Place Police Department, hereinafter referred to as the Agency, for the purpose of amending the above-referenced Contract, heretofore entered into between the Department and the Agency.

WHEREAS the purpose of this Amendment is to extend the Term:

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:

5. Term is amended, in part, as follows;

This Agreement shall take effect June 1, 2007 and shall continue until (~~May 31, 2019~~) May 31, 2021.

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 June 1, 2019.

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

UNIVERSITY PLACE
POLICE DEPARTMENT

DEPARTMENT OF CORRECTIONS

[Signature]
(Signature)
MIKE BLAIR
(Printed Name)
CHIEF
(Title)
4/29/2019
(Date)

[Signature]
(Signature)
Debra J. Eisen
(Printed Name)
Contracts Administrator
(Title)
4/30/19
(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. COCO7206
Amendment No. 8

This Amendment is made by the Washington State Department of Corrections, hereinafter referred to as "Department", and University Place Police Department, hereinafter referred to as the "Agency", for the purpose of amending the above-referenced Contract, heretofore entered into between the Department and the Agency.

WHEREAS the purpose of this Amendment is to update Department responsibilities and update the contact person for each party;

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:

2. Department Responsibilities is amended, in part, as follows:

F. The Department shall reimburse the Agency \$25.00 (~~(\$37.50)~~) per week for janitorial services for a restroom dedicated for Department use of UA testing.

7. Contact Persons is amended, in part, as follows:

- A. Matthew Goebel (~~(Suzann Braverman)~~), Community Corrections Supervisor, Department of Corrections, 10918 Bridgeport Way SW (~~(10109 S Tacoma Way, Suite C-4)~~), Lakewood WA 98499, (253)589-7010 (~~(253)983-7140~~), mgoebel@doc1.wa.gov (~~(sebraverman@doc1.wa.gov)~~).
- B. Greg Premo (~~(Jim Andrews)~~), Chief of Police, University Place Police Department, 3612 Drexler Dr. W, Suite A, University Place WA 98466, (253)798-3209, greg.premo@piercecounitywa.gov (~~(jandrew@co.pierce.wa.us)~~).

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 **September 1, 2019**.

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

UNIVERSITY PLACE POLICE DEPARTMENT

(Signature)
Greg Premo
 (Printed Name)
Chief of Police
 (Title)
9/4/19
 (Date)

DEPARTMENT OF CORRECTIONS

(Signature)
Debra J. Eisery
 (Printed Name)
Contracts Administrator
 (Title)
9/5/19
 (Date)

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