



This Intergovernmental Agreement ("Agreement") is made by the state of Washington, Department of Corrections, hereinafter referred to as Department, and the Snoqualmie Indian Tribe, a sovereign nation, hereinafter referred to as the Tribe.

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 Department supervises offenders that reside on Snoqualmie Tribal land; and

WHEREAS, the purpose of this Agreement is to allow the Snoqualmie Tribal Probation Department to assist the Department in the supervision of those offenders that reside on Tribal land. This agreement will allow officers from each party to operate out of the other party's premises.

NOW THEREFORE, In consideration of the terms and conditions contained herein, Department and the Tribe agree as follows:

1. **Tribe Responsibilities:** The Tribe shall provide at the Tribal Probation Office:
 - A. A Tribal Probation Officer to work directly with the assigned CCO to increase supervision and accountability of those offenders who reside on tribal lands.
 - B. Office space for one (1) CCO including a desk and a file cabinet. The office space will be accessible to the CCO seven days a week, twenty-four hours per day.
 - C. A mail box slot at the office to which CCO has access.
 - D. Janitorial service for the office space.
 - E. Accommodation for Department offenders to report to the office.
 - F. Training for Department staff in relevant Tribe policies and protocols.
2. **Department Responsibilities:** Department shall provide at the Bellevue Field Office:
 - A. Department CCO to work directly with the assigned Tribal Probation Officer to increase supervision and accountability of offenders who reside on tribal lands.
 - B. Office space for one (1) Tribal Probation Officer including a desk and a filing cabinet.
 - C. Janitorial service for the office space.
 - D. Training for Tribal staff in relevant Department policies and protocols.
3. **Responsibilities of Both Parties:**
 - A. Wear identification at all times.
 - B. Escort visitors at all times.
4. **Mutual benefits:** This Agreement improves both parties ability to carry out public safety responsibilities through:
 - A. Joint Operations covering home/field contact.
 - B. Immediate response regarding felons under Department supervision.
 - C. Joint involvement in Community groups.

- D. Improved supervision of offenders.
5. **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 Tribe computer systems and files are restricted to Tribe personnel unless trained and authorized. The Tribe will follow its policy and applicable law concerning dissemination of all Tribe information.
6. **Term:** This agreement shall take effect upon signature and shall continue in effect until December 31, 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.
7. **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.
8. **Contact Persons:** The parties stipulate that the following persons shall be the contact person for their respective jurisdiction.
- A. Kimberley Davis, Community Corrections Supervisor, Department of Corrections, 23-148th Ave SE, Bellevue, WA 98007, (425)-649-4337, kimberley.davis@dco.wa.gov
 - B. Fuzzy Fletcher, Executive Director of Tribal/Public Safety, Snoqualmie Indian Tribes, PO Box 969, 8130 Railroad Ave SE Ste 103, Snoqualmie, WA 98065, (206) 390-4136, fuzzy@snoqualmiation.com
9. **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.
10. **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 Tribe 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.
- H. Performance. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

11: 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.

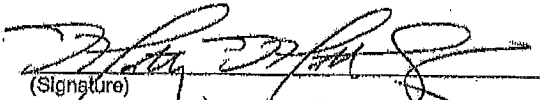
In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

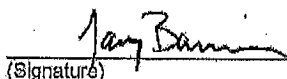
- A. Applicable state and federal statutes and rules;
- B. Applicable Tribal Law, and
- C. Any other provisions of the Agreement; including materials incorporated by reference.

THIS Intergovernmental 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.

SNOQUALMIE INDIAN TRIBE

DEPARTMENT OF CORRECTIONS


 (Signature)
 Matthew Matteson
 (Printed Name)
 TRIBAL ADMINISTRATOR
 (Title)
 1/12/12
 (Date)


 (Signature)
 Gary Banning
 (Printed Name)
 Contracts Administrator
 (Title)
 1/17/12
 (Date)

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

Attachment A
VPN Connectivity Agreement

PURPOSE

(Tribe) 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 Tribe 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 Tribe, 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 Tribe resources on their network, such as printers, files, terminal services, desktop faxing, or the like. The sole purpose and use of the Tribe 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 – TRIBE RESPONSIBILITIES

1. The Tribe 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 Tribe network outages, which may impact Department staff connectivity to the Department network, the Tribe agrees to notify the Department staff as soon as they reasonably can.
3. The Tribe Information Technology Director shall have the final authority to determine the schedule and services, to be provided by the Tribe employees, to carry out the Tribe's responsibilities under this agreement.
4. The Tribe staff will not use the Department VPN connection to gain access to Department data or resources.

PART III – CHARGES FOR SERVICE (where applicable)

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

1. The Tribe will be compensated at the rate of \$25.00** per hour for any services performed by Tribe staff, as required to support the Tribe infrastructure in place for the Department's use in connecting its computing equipment to the Department

network. The Tribe 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 Department's 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 Tribe should be negotiated when the contract is reviewed.

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



This Amendment is made by the state of Washington, Department of Corrections, hereinafter referred to as Department, and the Snoqualmie Indian Tribe hereinafter referred to as the Tribe, for the purpose of amending the above-referenced Agreement, heretofore entered into between the Department and the Tribe.

WHEREAS the purpose of this amendment is to extend the Agreement 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 Tribe agree as follows:

Section 6. TERM, is hereby amended in part as follows:

- 6. **Term:** This Agreement shall take effect upon signature and shall continue in effect until December 31, 2014 (~~December 31, 2012~~). This Agreement may be extended by mutual agreement of the parties for one (1) (~~two (2)~~) additional two-year period(s) or portion(s) 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, 2013.

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

SNOQUALMIE INDIAN TRIBE

DEPARTMENT OF CORRECTIONS

[Signature]
(Signature)
ROAN M. SHELONKOT
(Printed Name)
GRANTS Administrator
(Title)

(Date)

[Signature]
(Signature)
Gary Banning
(Printed Name)
Contracts Administrator
(Title)
12/3/12
(Date)

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