

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF AN
INTERLOCAL AGREEMENT
BETWEEN WALLA WALLA
COUNTY AND COLUMBIA
SCHOOL DISTRICT FOR
UTILIZATION OF OFFICE SPACE

RESOLUTION NO. **13 143**

WHEREAS, RCW Chapter 39.34 authorizes local governmental units to enter into agreements; and

WHEREAS, Walla Walla County Sheriff John Turner has proposed an agreement whereby, at no cost, sheriff's office employees may utilize office space in a Columbia School District school to operate county-owned computer equipment, as a mutual benefit to the county and the school; and

WHEREAS, an Interlocal Agreement Between Walla Walla County and Columbia School District has been prepared and executed by the sheriff and school district; and

WHEREAS, the County Prosecuting Attorney has reviewed and approved said agreement; and

WHEREAS, the Walla Walla County Sheriff has submitted said agreement to the Walla Walla County Board of Commissioners, as the county legislative authority, for approval; and

BE IT RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve said Interlocal Agreement Between Walla Walla County and Columbia School District and shall sign same.

BE IT FURTHER RESOLVED by the Board that any amendments to said agreement shall be reviewed by the Prosecuting Attorney prior to execution.

"Passed this 20th day of May, 2013 by Board members as follows: 2 Present or 0 Participating via other means, and by the following vote: 2 Aye 0 Nay 0 Abstained 1 Absent."


Attest:



Connie R. Vinti, Clerk of the Board


Perry L. Dozier, Chairman, District 2


James K. Johnson, Commissioner, District 1


Gregory A. Tompkins, Commissioner, District 3

Constituting the Board of County Commissioners
of Walla Walla County, Washington

**INTERLOCAL AGREEMENT BETWEEN
WALLA WALLA COUNTY AND COLUMBIA SCHOOL DISTRICT.**

This agreement is entered into between Walla Walla County (County) and Columbia School District (School District), pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

I. PURPOSE

The purpose of this agreement is to allow the County Sheriff's Office to utilize office space in the Columbia High School/Middle School in order to better serve the School District and Community.

II. SERVICES

Sheriff's Office employees may utilize office space as needed at the Columbia High and/or Middle School. Sheriff's Office employees shall utilize the County's computer equipment as set forth in Section V, and shall keep any workspace clean and tidy. The School District agrees to provide the services and materials set forth in Section V. No files or other materials shall be retained on site without permission of the District Superintendent.

The School District and the County agree to cooperate to facilitate radio, telephone, and computer communication within the office space. Any property of the parties used to facilitate this communication shall remain with the contributing party.

III. COMPENSATION

Because of the mutual benefits of this agreement, no compensation is due from either party.

IV. ADMINISTRATION

This agreement will be administered by the County Sheriff and the District Superintendent.

V. DEVICE MANAGEMENT AND RESPONSIBILITIES

Walla Walla County will provide one personal computer (device) complete with power cords, mouse and keyboard to Columbia School District. Columbia School District will provide the monitor(s) for use by Walla Walla County Sheriff personnel.

Each entity will retain ownership of any equipment they provide. Walla Walla County, through the Walla Walla County Sheriff's Office, will replace the device or parts as needed to keep the device operational. If the device needs to be replaced, Walla Walla County will be responsible for replacing the device, so long as this agreement is in effect.

Walla Walla County will provide an operating system pre-loaded on the device, and Microsoft Security Essentials anti-virus software. Any upgrades to the operating system will be at the expense of Walla Walla County Sheriff's Office.

Management of the device will be the responsibility of Columbia School District. Funding for any additional software which is needed on the device will be the responsibility of the entity benefiting from the software. Procurement of such software will be handled according to the benefiting entity's purchasing policies. Installation of such software will be done by Columbia School District IT staff.

Funding for any parts or repair will be the responsibility of Walla Walla County Sheriff's Office. Replacement parts will be delivered to and installed by Columbia School District.

Columbia School District will allow Walla Walla Sheriff personnel use of Columbia School District internet and or network as needed. Walla Walla Sheriff will instruct, and Walla Walla Sheriff personnel will agree to abide by Columbia School District IT security policies, except that Columbia School District will allow or make any technical adjustments to allow Walla Walla Sheriff personnel access to some internet site destinations which may otherwise be blocked so that Walla Walla Sheriff staff may complete their work.

Columbia School District will allow access via the available network to Walla Walla County servers via Citrix. The District will allow remote access to the device by Walla Walla County IT personnel when requested so that certain monitoring and compliancy evaluation may occur. Columbia School District may require Walla Walla County IT personnel to request access to the device. The method of access to the device will be at the discretion of Columbia School District IT personnel.

It is agreed that any technical issues or needs that arise will be mutually agreed upon by Columbia School District IT personnel and Walla Walla County IT personnel. With the exception

XII. RIGHTS OF THIRD PARTIES

No Third Party Beneficiary: The parties do not intend by this Agreement to assume any contractual obligations to anyone other than each other. This Agreement is not entered into with the intent that it shall benefit any other entity or person(s) except those expressly described herein, and no other such entity or person(s) shall be entitled to be treated as a third party beneficiary to the agreement.

XIII. DISPUTES

In the event that a dispute arises under this Agreement, it will be resolved in the following manner: The School District Superintendent and the County Sheriff will each individually appoint one member to a Dispute Board and jointly appoint a third member. The Dispute Board will evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board will be final and binding on the parties hereto.

XIV. FILING

This agreement will be filed with the Walla Walla County Auditor's Office or posted online.

XV. EFFECTIVE DATE

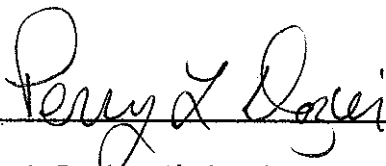
This agreement will take effect when executed by the parties, and will not terminate unless terminated as provided herein.

Dated this 20th day of May, 2013.

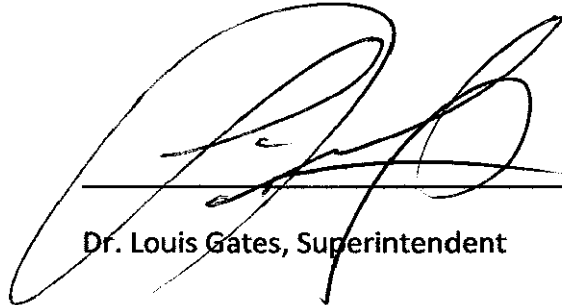
Dated this _____ day of _____, 2013.

WALLA WALLA COUNTY

COLUMBIA SCHOOL DISTRICT



Perry L. Dozier, Chair, District 2



Dr. Louis Gates, Superintendent

absent

James K. Johnson, Commissioner, District 1

Gregory A. Tompkins

Gregory A. Tompkins, Commissioner, District 3

Connie R Vinti

Connie Vinti, Clerk of the Board

Dated this 20th day of May, 2013

John A. Turner

John A. Turner, Sheriff

Approved as to form only:

Jesse Nolte deputy

Prosecuting Attorney