



**Washington State
Department of Corrections**

Contract No. 336-24

Contract No. K13534

THIS INTERAGENCY AGREEMENT ("Agreement") is made and entered into by and between the Washington State Department of Corrections, on behalf of the Coyote Ridge Corrections Center, hereinafter referred to as "DOC" or "Department," and the City of Richland, a Washington municipal corporation, on behalf of the Richland Police Department, hereinafter referred to as "Richland" or "RPD."

WHEREAS the purpose of this Agreement is to set forth terms by which Richland and Department, on behalf of the Coyote Ridge Corrections Center ("CRCC"), can partner in strategies that support emergency needs of both Department and Richland; and

WHEREAS this Agreement is authorized under the provisions of chapter 39.34 RCW, Interlocal Cooperation Act, and RCW 72.02.150, Contingency Plans for Penal Facilities.

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

1. CONCEPT OF OPERATIONS

It is mutually agreed by RPD and DOC that each party will assist the other within the guidelines and policy of each agency and the availability of their respective resources.

2. REQUEST FOR ASSISTANCE

Requests for RPD to assist CRCC during an emergency may be made by CRCC Shift Commander or above.

Upon notification to RPD, a Richland liaison may be dispatched directly to CRCC to facilitate resources and maintain communication between the parties. Typical services that may be requested include, but are not limited to, the following:

- Escape Response – Searches of buildings and areas within the county limits.
- Manpower - Officers needed/ available to secure institution perimeter or conduct external searches.
- Other assistance, as needed, depending on circumstances and available resources.

3. COMMAND RESPONSIBILITY AT EMERGENCY SCENE

While on the grounds of CRCC and acting under this Agreement, all RPD personnel shall be under the immediate control of their respective supervisors, who shall be responsive to Richland Chief of Police or designee. Likewise, responding staff and incarcerated individuals shall remain under the immediate supervision of a DOC Agency/ Representative/ Leader.

4. MEDIA/PUBLIC INFORMATION

The Incident Commander(s) will be responsible for news releases concerning the incident. A spokesperson for assisting agencies will respond to news media inquiries with regard to their agency involvement in the incident.

5. PRE-EMERGENCY PLANNING

Representatives of RPD and DOC agree to meet annually to review roles and responsibilities. Joint training should occur as resources and opportunity allow. Written emergency plans, policy, and procedures will be shared between agencies. Such plans, policy, and procedures are confidential and will not be disclosed except in furtherance of the contingency plan or as required by state law or court order, including but not limited to the Washington State Public Records Act. Section 14 notwithstanding, decisions to release records under the Washington State Public Records Act shall be made in the sole discretion of the agency processing the request.

6. POINTS OF CONTACT

The Chief of Police or designee and the CRCC Superintendent or designee will administer this Agreement on behalf of each Party. Contact information is as follows:

DOC point of contact: Jefferey Perkins
 CRCC Superintendent
 japerkins@doc1.wa.gov
 (509) 543-5810

RPD point of contact: Craig Meidl
 Interim Chief of Police
 871 George Washington Way, Richland, WA 99352
 cmeidl@ci.richland.wa.us
 (509) 942-7340

7. TERM AND TERMINATION

Regardless of the date of execution, the term of this Agreement, and subsequent extensions or contractions thereto, shall commence and expire on the dates set forth below, unless earlier terminated as provided herein.

| | Commencement Date | Expiration Date |
|------|-------------------|-----------------|
| Term | July 1, 2024 | June 30, 2026 |

Either party may terminate this Agreement upon 30-days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

8. COSTS

DOC shall reimburse Richland for their expenses incurred directly as a result of their providing personnel and material in accordance with RCW 72.72.050 and RCW 72.72.060 and this Agreement. By this Agreement, the Parties do not intend to form a separate legal entity. Further, no acquiring, holding or disposing of real or personal property will occur under this Agreement.

9. AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement may be changed, modified, or amended by written agreement executed by both parties.

10. LIABILITY

Each party shall be responsible for the negligence of its own employees or agents in performance of this agreement.

11. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

12. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

13. NON-EXCLUSIVE AGREEMENTS

The parties to this Agreement shall not be precluded from entering into similar agreements or first response agreements with other governmental units.

14. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents, and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six (6) years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

15. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement, which can be given effect without the invalid provision if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

16. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

17. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

18. PRISON RAPE ELIMINATION ACT OF 2003 (PREA)

The Department has zero tolerance for all forms of sexual abuse and sexual harassment of any individual under Department jurisdiction. PREA requirements shall apply to any person having contact with individuals under Department jurisdiction. This includes, but is not limited to, contractors and contractor's owners, members, officers, directors, partners, employees, agents, volunteers, and/or subcontractors. Additional information regarding PREA, including resources such as policies, forms, reports, laws, and regulations, may be found at the following website maintained by the Department: www.doc.wa.gov/corrections/prea/

19. 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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

THIS AGREEMENT, consisting of five (5) pages, is executed by the persons signing below who warrant that they have the authority to execute the AGREEMENT.

**CITY OF RICHLAND on behalf of the
RICHLAND POLICE DEPARTMENT**

DEPARTMENT OF CORRECTIONS



(Signature)



(Signature)

Jon Amundson

(Printed Name)

Daryl Huntsinger

(Printed Name)

City Manager

(Title)

Contracts Administrator

(Title)

August 23, 2024

(Date)

August 22, 2024

(Date)

Approved as to Form:
This Agreement format was approved by the Office of the Washington State Attorney General

RESOLUTION NO. 2024-109

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING AN INTERAGENCY AGREEMENT WITH THE
WASHINGTON STATE DEPARTMENT OF CORRECTIONS FOR
MUTUAL AID ON BEHALF OF THE COYOTE RIDGE
CORRECTIONS CENTER.**

WHEREAS, the purpose of the Interlocal Cooperation Act is to permit local governmental organizations to make the most efficient use of their resources by enabling cooperation with other government agencies on the basis of mutual advantage, thereby providing services and organizing facilities in a manner which best fits with geographic, economic, population, and other factors that influence the needs and development of local communities; and

WHEREAS, the City and the Washington State Department of Corrections (DOC) have determined that the best interests of both parties and their constituents would be served by partnering in strategies that support the emergency needs of both agencies; and

WHEREAS, Richland and DOC seek to enter into an interagency agreement wherein each party will assist the other within the guidelines and policy of each agency and the availability of their respective resources; and

WHEREAS, the proposed agreement will allow a Richland liaison to be dispatched directly to CRCC to facilitate resources and maintain communication between the parties, and receive reimbursement for expenses incurred directly as a result of providing personnel and material; and

WHEREAS, under the agreement, each party is allowed to determine, in its sole discretion, whether response is appropriate under the circumstances and in light of available resources.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute an interagency agreement with the Washington State Department of Corrections for mutual aid on behalf of the Coyote Ridge Corrections Center.


BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 20th day of August, 2024.



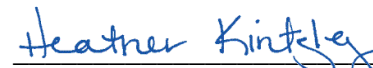
Theresa Richardson, Mayor

Attest:



Jennifer Rogers, City Clerk

Approved as to Form:



Heather Kintzley, City Attorney