

RESOLUTION 2024-0570

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE INTERLOCAL AGREEMENT NO. K13536 BETWEEN BENTON COUNTY, BY AND FOR THE BENTON COUNTY SHERIFF'S OFFICE AND WASHINGTON STATE DEPARTMENT OF CORRECTIONS COYOTE RIDGE CORRECTIONS CENTER FOR CONTINGENCY PLANS FOR PENAL FACILITIES

WHEREAS, the Board of Benton County Commissioners approved the Resolution 2019-763 dated October 22, 2019, between Benton County Sheriff's Office (Benton County) and the Washington State Department of Correction Coyote Ridge Corrections Center (CRCC) for contingency plans for penal facilities with a term expiring June 30, 2021; and

WHEREAS, both parties wish to renew the Agreement and set forth terms by which the Benton County Sheriff's Office and CRCC can partner in the strategies that support emergency needs of CRCC; and

WHEREAS, it is mutually agreed by the Benton County Sheriff's Office and CRCC that each party will assist the other within the guidelines and policy of each agency and the availability of their respective resources; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby approves the attached Interlocal Agreement K13536 between Benton County, by and for the Benton County Sheriff's Office and the Washington State Department of Corrections Coyote Ridge Corrections Center; and

BE IT FURTHER RESOLVED, the term of the attached Interlocal Agreement No. K13536 shall commence upon final signature of both parties and shall extend through June 30, 2026, unless terminated sooner or extended, as provided herein. Either party may terminate this Agreement by giving thirty (30) days written notice to the other; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Benton County Sheriff to electronically sign the Interlocal Agreement No. K13536 attached hereto.

Dated this 27th day of August, 2024

DocuSigned by:
Amanda Pearson
Attest:
34825A975E034CE...
Clerk of the Board

DocuSigned by:
Jerome Delvin
7ED07603283E486...
Chairman of the Board
DocuSigned by:
Michael Alvarez
D8C6F57E34874E4...
Chairman Pro Tem
DocuSigned by:
Will McKay
135987D784E74CF...
Commissioner

Constituting the Board of County Commissioners of Benton County, Washington



**Washington State
Department of Corrections**

Contract No. K13536

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 Benton County Sheriff's Office, hereinafter referred to as "Benton County" or "BCSO."

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

1. CONCEPT OF OPERATIONS

It is mutually agreed by BCSO 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 BCSO to assist CRCC during an emergency may be made by CRCC Shift Commander or above.

Upon notification to BCSO, a Benton County 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.
- K-9 Teams – Requests are made directly to the Benton County Shift Commander.
- 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 BCSO personnel shall be under the immediate control of their respective supervisors, who shall be responsive to Benton County Sheriff 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 BCSO 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.

6. POINTS OF CONTACT

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

BCSO point of contact: Thomas Croskrey
Sheriff
7122 W Okanogan Place, Kennewick, WA 99336
thomas.croskrey@co.benton.wa.us
(509) 735-6555

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 Benton County 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.

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.

BENTON COUNTY SHERIFF'S OFFICE

DEPARTMENT OF CORRECTIONS

(Signature)

(Printed Name)

(Title)

(Date)

DocuSigned by:

Daryl Huntsinger

5DF3FE637EDB403...

(Signature)

Daryl Huntsinger

(Printed Name)

Contracts Administrator

(Title)

8/9/2024

(Date)

Approved as to Form:

Jeff Aultman

Jeffrey Aultman, DPA

Approved as to Form:

This Agreement format was approved by the Office of the Washington State Attorney General



Commissioners' Agenda Action Sheet

Meeting Date: August 27, 2024
Subject: Interlocal Agreement No. K13536 between Benton County, by and for the Benton County Sheriff's Office and Washington State Department of Corrections Coyote Ridge Corrections Center for Contingency Plans for Penal Facilities
Presenter: N/A
Prepared By: Katie Gillies, Chief Financial Officer
Reviewed By: Undersheriff Jon Law
PA Review: **Approved:** Yes **Denied:** No **N/A:** No
(If denied, include reasoning)

Type of Agenda Item: Consent Agenda

Summary / Background Information

The Board of Benton County Commissioners approved the Resolution 2019-763 dated October 22, 2019, between Benton County Sheriff's Office (Benton County) and the Washington State Department of Correction Coyote Ridge Corrections Center (CRCC) for contingency plans for penal facilities with a term expiring June 30, 2021. Both parties wish to renew the Agreement and set forth terms by which the Benton County Sheriff's Office and CRCC can partner in the strategies that support emergency needs of CRCC.

It is mutually agreed by the Benton County Sheriff's Office and CRCC that each party will assist the other within the guidelines and policy of each agency and the availability of their respective resources.

Fiscal Impact

No fiscal impact

Recommendation

Approve as part of the consent agenda

Suggested Motion

I hereby move to approve the attached Interlocal agreement k13536 between Benton County, by and for the Benton County Sheriff's Office and the Washington State Department of Corrections Coyote Ridge Corrections Center and authorize the Benton County Sheriff to electronically sign the Interlocal Agreement.

Signatures Required on Agreements/Contracts

The Sheriff will execute the Agreement