

**INTERAGENCY AGREEMENT  
BETWEEN  
THE STATE OF WASHINGTON  
DEPARTMENT OF CORRECTIONS  
AND  
WALLA WALLA COUNTY SHERIFF'S OFFICE**

**THIS AGREEMENT** is made and entered into by and between the Department of Corrections, hereinafter referred to as "DOC" and the Walla Walla County Sheriff's Office, hereinafter referred to as "WWCS" pursuant to the authority granted by Chapter 39.34 RCW.

**IT IS THE PURPOSE OF THIS AGREEMENT** to provide the WWCS with range use privileges at the Washington State Penitentiary (WSP).

**THEREFORE, IT IS MUTUALLY AGREED THAT:** DOC agrees to allow the use of the firing range located at WSP by the WWCS for their firearms qualification procedures.

**STATEMENT OF WORK**

Both parties shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment "A" attached hereto and incorporated herein.

**PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this Agreement shall commence on March 1, 2013, and be completed on February 28, 2018, unless terminated sooner or extended, as provided herein.

**PAYMENT**

The parties have determined that there is no cost associated with this Agreement.

**AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS**

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

**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.

**CONTRACT MANAGEMENT**

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Program Manager for DOC is: Kathy Ponti, (509) 526-6430

The Program Manager for WWCS is: Sheriff John Turner, (509) 524-5400

### **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.

### **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.

### **INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

### **RECORDS MAINTENANCE**

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.

### **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.

### **TERMINATION**

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.

### **TERMINATION FOR CAUSE**

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15-working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

### **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.

### **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.

**IN WITNESS WHEREOF**, the parties have executed this Agreement.

WALLA WALLA COUNTY SHERIFF

  
(Signature)  
JOHN A. TURNER  
(Printed Name)  
SHERIFF  
(Title)  
2/1/13  
(Date)

DEPARTMENT OF CORRECTIONS

  
(Signature)  
Gary Banning  
(Printed Name)  
Contracts Administrator  
(Title)  
2/5/13  
(Date)

APPROVED AS TO FORM:

ATTORNEY GENERAL'S OFFICE



**Range rules for use and operation:**

1. Use by the Washington State Penitentiary will take precedence over any request from the Walla Walla County Sheriff's Office.
2. Range Masters (certified Firearms Instructors through CJTC, NRA, or DOC) will be responsible for their perspective staff when training at the Washington State Penitentiary Range. Each department will assign a lead Instructor to assume the duties as "Range Master". Their responsibilities include, but are not limited to, compliance with all safety and sanitation standards associated with the management of the Washington State Penitentiary Range.
3. All training dates will be submitted no later than the last day of February to the WSP Armory Sergeant for scheduling. In considering range use requests, the firearms training needs of the Washington State Penitentiary will take precedence.
4. Any unforeseen training date needs that could not be scheduled by February will require contact with the WSP Armory Sergeant for dates and times available.
5. Staff/student parking will be restricted to the parking lot provided. Vehicles will not be authorized to routinely park on the Range.
6. Equipment delivery vehicles will be authorized for the sole purpose of staging equipment and will return to the designated parking lot immediately after staging is completed. Range Masters must also consider weather and ground conditions when using equipment delivery vehicles, which may cause damage to the landscape and would require equipment be carried to the desired location.
7. All firearms training will be conducted in a northerly direction into the backstops designed for that shooting station. The WSP range is not equipped for 360 degree shooting.
8. Range Masters will be responsible and must ensure pick-up and removal (take with them) of all debris (brass, garbage, etc.) associated with training. WSP does not provide trash removal services for non-Department of Corrections agencies/departments that are using the WSP range. Burn barrels are not permitted for use at the WSP range.
9. Note tobacco products are an unauthorized substance on institutional grounds. Tobacco products, (cigarettes, chewing tobacco, etc.) are not to be discarded on the ground.

**Contacts:**

Armory Sgt. Mike Reddish	(509) 524-7639
Cell Phone	(509) 520-0584
Shift Lt.	(509) 526-6443 or (509) 526-6428