

Return Name and Address:

Benton County Sheriff Office
7122 W. Okanogan Pl., #B120
Kennewick, WA 99336

PLEASE PRINT OR TYPE INFORMATION:

Document Title(s)(or transactions contained therein):

1. **SHERIFF'S DEPUTY BRIAN OHLER AS A KLINKITAT COUNTY SHERIFF'S DEPUTY WHILE ACTING IN THE COURSE AND SCOPE OF HIS DUTIES IN KLINKITAT COUNTY**

Grantor(s) (Last name first, first name, middle initials):

1. **BENTON COUNTY, WASHINGTON**
2. **BENTON COUNTY SHERIFF'S OFFICE**

Additional names on page _____ of document.

Grantee(s)(Last name first, first name, middle initials):

1. **KLINKITAT COUNTY, WASHINGTON**
2. **KLINKITAT COUNTY SHERIFF'S OFFICE**

Additional names on page _____ of document.

Legal description (abbreviated: i.e., lot, block, plat or section, township, range, qtr./qtr.)

N/A

Additional legal is on page _____ of document.

Reference Number(s) of documents assigned or released:

N/A

Additional numbers on page _____ of document.

Assessor's Property Tax Parcel/Account Number:

N/A

Additional parcel numbers on page _____ of document.

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

RESOLUTION **2023 140**

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AN INTERAGENCY AGREEMENT BETWEEN BENTON COUNTY AND KLICKITAT COUNTY TO COMMISSION BENTON COUNTY SHERIFF'S DEPUTY BRIAN OHLER AS A KLICKITAT COUNTY SHERIFF'S DEPUTY WHILE ACTING IN THE COURSE AND SCOPE OF HIS DUTIES IN KLICKITAT COUNTY

WHEREAS, per Resolution 2017-512 dated August 1, 2017 the Board of Benton County Commissioners approved the Interagency Agreement between Benton County and Klickitat County to commission Benton County Sheriff's Deputy Brian Ohler as a Klickitat County Sheriff's Deputy while acting in the course and scope of his duties in Klickitat County all in compliance with requirements of the Washington Mutual Aid Peace Officers Powers Act (chapter 10.93 RCW) and the Interlocal Cooperation Act (chapter 39.34 RCW), for a five (5) year term; and

WHEREAS, both parties wish to renew the Interagency Agreement to commission Benton County Sheriff's Deputy Brian Ohler once again as a Klickitat County Sheriff's Deputy while acting in the course and scope of his duties in Klickitat County for a term commencing August 1, 2022 through July 31, 2027; and

WHEREAS, Deputy Ohler's primary commissioning agency, as defined by RCW 10.93.020(8), is Benton County; and

WHEREAS, Deputy Ohler may provide mutual law enforcement assistance, as defined by RCW 10.93.020(10); and


WHEREAS, the Klickitat County Sheriff shall commission Benton County Sheriff's Deputy Ohler with the authority to enforce all statewide criminal laws within Klickitat County when Deputy Ohler is acting within the scope of his duties in Klickitat County; and

WHEREAS, this is a non-financial agreement, and in no event shall either party seek compensation for the work performed under the attached Interagency Agreement; **NOW, THEREFORE**


BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby approves the attached Interagency Agreement between Benton County and Klickitat County to commission Benton County Sheriff's Deputy Brian Ohler as a Klickitat County Sheriff's Deputy while acting in the course and scope of his duties in Klickitat County all in compliance with requirements of the Washington Mutual Aid Peace Officers Powers Act (chapter 10.93 RCW) and the Interlocal Cooperation Act (chapter 39.34 RCW); and

BE IT FURTHER RESOLVED, the Interagency Agreement shall continue for a period of five years with a commencement date of August 1, 2022 and an expiration date of July 31, 2027.

Dated this 7th day of February, 2023.



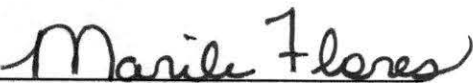
Chairman



Chairman Pro-Tem

Michael Alvarez - approved telephonically

Member

Attest: 
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County, Washington
Washington.

**INTERAGENCY AGREEMENT
BETWEEN BENTON COUNTY AND KLICKITAT COUNTY**

THIS AGREEMENT is made and entered between Benton County, by and for the Benton County Sheriff's Office, (hereinafter referred to as "Benton County") and Klickitat County, by and for the Klickitat County Sheriff's Office (hereinafter referred to as "Klickitat County").

PURPOSE

The purpose of this Agreement is to commission Benton County Sheriff's Deputy Brian Ohler as a Klickitat County Sheriff's Deputy while he is acting in the course and scope of his duties in Klickitat County in compliance with the requirements of the Washington Mutual Aid Peace Officers Powers Act (chapter 10.93 RCW) and the Interlocal Cooperation Act, (chapter 39.34 RCW). This Agreement supersedes the Interlocal Agreement both parties previously signed dated August 1, 2017.

RECITALS

- A. Deputy Ohler's primary commissioning agency, as defined by RCW 10.93.020(8), is Benton County.
- B. Deputy Ohler may provide mutual law enforcement assistance, as defined by RCW 10.93.020(10).
- C. This Agreement does not create any separate legal or administrative entities and does not establish a joint board.
- D. There is no real or personal property used or disposed of in the performance of this Agreement.
- E. This Agreement is administered by the Benton County and Klickitat County Sheriffs. The Benton County Sheriff is responsible for law enforcement on public lands in Benton County. The Klickitat County Sheriff is responsible for law enforcement on public lands in Klickitat County.
- F. Effective law enforcement depends upon the immediate action to protect lives and property and to preserve the peace without regard to jurisdictional limitations.

IT IS THEREFORE MUTUALLY AGREED THAT:

COMMISSION

The Klickitat County Sheriff shall commission Benton County Sheriff's Deputy Ohler with the authority to enforce all statewide criminal laws within Klickitat County when Deputy Ohler is acting within the scope of his duties in Klickitat County.

PARTICIPATION

Participation in this Agreement is purely voluntary and is not intended to impose an affirmative obligation on Deputy Ohler to enforce the law in Klickitat County when an offense occurs in his presence. Klickitat County shall have primary interest in law enforcement activities within its territorial and subject matter jurisdiction.

TERMS

Subject to its other provisions, the period of performance of this Agreement shall commence on August 1, 2022 and continue for a period of five years.

NO COMPENSATION

This is a non-financial Agreement. In no event shall either party seek compensation for work performed under this Agreement.

LIABILITY

Klickitat County shall be responsible for all liability of whatever nature arising from the acts of Deputy Ohler while acting within the course and scope of his duties in Klickitat County to the extent provided by law. To that effect, Klickitat County shall specifically indemnify and defend Benton County, its officers, officials, employees and agents from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, which are caused in whole or in part by any act or omission, negligent or otherwise, of Deputy Ohler while he is acting within the course and scope of his duties in Klickitat County.

NOTICE AND REPORTING

Whenever Deputy Ohler acts pursuant to this Agreement, Deputy Ohler shall, as soon as practicable, notify the Klickitat County Sheriff's shift supervisor of the nature and location of the incident. Deputy Ohler shall promptly prepare a complete written report of the incident and provide the report to the Klickitat County Sheriff within 24 hours of the incident.

INDEPENDENT CAPACITY

While engaging in the performance of this Agreement Deputy Ohler shall continue to be an employee of Benton County and shall not be considered for any purpose to be an employee of Klickitat County.

AMENDMENT

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by both Boards of County Commissioners.

TERMINATION

Either party may revoke this Agreement at any time upon three (3) days written notice to the other and the revocation shall be effective two (2) days after notice is received by the other party.

GOVERNING LAW AND VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought under this Agreement shall be in Superior Court for Benton County.

ASSURANCES

The parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable current or future federal, state and local laws, rules, and regulations.

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. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

SEVERABILITY

If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

ALL WRITINGS CONTAINED HEREIN

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

- This section intentionally left blank -

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly constituted legal representatives, and it is effective August 1, 2022.

Date: 2-7-23

Date: December 6, 2022

BENTON COUNTY, WASHINGTON

KLICKITAT COUNTY, WASHINGTON

Shon Small
Shon Small, Chairman *Will McKay*
Benton County Commissioner

absent
Jacob L. Anderson, Chairman
Klickitat County Commissioner

Will McKay
Will McKay, Chairman Pro-Tem *Jerome Delvin*
Benton County Commissioner

15/ Dan Christopher
Dan Christopher, Vice-Chairman
Klickitat County Commissioner

Michael Alvarez - approved telephonically

David M. Sauter
David M. Sauter, Member
Klickitat County Commissioner

Jerome Delvin, Member *Michael Alvarez*
Benton County Commissioner

Attest: *Maribel Flores*
Clerk of the Board

Attest: *Lee Small*
Clerk of the Board

BENTON COUNTY SHERIFF

KLICKITAT COUNTY SHERIFF

Tom Croskrey
Tom Croskrey
Benton County Sheriff's Office
7122 W. Okanogan Pl., Suite A120
Kennewick, WA 99336
(509) 735-6555 Ext. 3260

Robert Songer
Robert Songer
Klickitat County Sheriff's Office
205 S. Columbus Ave., Rm 108
Goldendale, WA 98620
(509) 943-1811

Approved as to form:

Approved as to form:

Eric Andrews
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Ryan J. Lukson, DPA
Eric Andrews

Approved as to form by email November 21, 2022 11:30 AM
David R. Quesnel
Klickitat County Prosecuting Attorney