

Return Name and Address:

Benton County Corrections Department
7122 W. Okanogan Pl., #B110
Kennewick, WA 99336

PLEASE PRINT OR TYPE INFORMATION:

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

1. **INTERLOCAL AGREEMENT FOR JAIL SPACE AT THE BENTON COUNTY JAIL**

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

1. **BENTON COUNTY, WASHINGTON**
2. **BENTON COUNTY CORRECTIONS DEPARTMENT**

Additional names on page _____ of document.

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

1. **CITY OF OTHELLO, WASHINGTON**
2. **OTHELLO POLICE DEPARTMENT**

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 523

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AN AGREEMENT BETWEEN BENTON COUNTY AND CITY OF OTHELLO BY AND FOR OTHELLO POLICE DEPARTMENT FOR JAIL SPACE AT THE BENTON COUNTY JAIL

WHEREAS, Othello Police Department, Othello, Washington wishes to designate the Benton County jail as a place of confinement for the incarceration of one or more inmates lawfully committed to Othello Police Department custody; and

WHEREAS, Benton County and Othello Police Department have agreed upon terms and conditions and wish to enter into an agreement for jail bed space with a commencement date of August 1, 2023 and shall continue through July 31, 2025; and

WHEREAS, the Benton County Chief of Corrections has reviewed the agreement and recommends entering into said agreement between Benton County and City of Othello, by and for Othello Police Department; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington concurs with the recommendation and hereby approves the attached agreement between Benton County and City of Othello, by and for Othello Police Department for jail bed space at the Benton County jail; and

BE IT FURTHER RESOLVED, the per diem rate for each inmate shall be \$115.00 for every 24-hour period, or portion thereof, that said inmate is in the custody of the Benton County jail. The per diem rate will increase by 5% for the period of August 1, 2024 through July 31, 2025; and


BE IT FURTHER RESOLVED, the attached agreement shall commence August 1, 2023 and shall continue through July 31, 2025. Said Agreement may be renewed for successive periods of one year by written addendum executed by all parties hereto under such terms as the parties agree in writing; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman to sign the attached agreement between Benton County and City of Othello, by and for Othello Police Department for jail bed space at the Benton County jail.

Dated this 25th day of July, 2023.

Attest..... 
Clerk of the Board


Chairman of the Board


Chairman Pro-Tem


Commissioner

Constituting the Board of Commissioners
of Benton County, Washington

AGREEMENT FOR JAIL SPACE AT THE BENTON COUNTY JAIL

THIS AGREEMENT is made and entered into by and between the **COUNTY OF BENTON**, a political subdivision of the State of Washington (hereinafter "County"), with its principal offices at 620 Market Street, Prosser, WA 99350 and **CITY OF OTHELLO, by and for OTHELLO POLICE DEPARTMENT**, a political subdivision of the State of Washington (hereinafter "Contract Agency"), with its principal offices at 500 E Main Street, Othello, WA 99344.

RECITALS

WHEREAS, the County is authorized by law to operate a jail for misdemeanants and felons and the Contract Agency is authorized by law to operate a jail for misdemeanants and felons;

WHEREAS, the Contracting Agency wishes to designate the County jail as a place of confinement for the incarceration of one or more inmates lawfully committed to the Contract Agency's custody;

WHEREAS, the County is amenable to accepting and keeping inmates received from the Contract Agency in the County's custody at its jail for a rate of compensation mutually agreed to herein;

WHEREAS, RCW 39.34.080 and other Washington laws authorize any public agency to contract with another public agency to perform services and activities that each such public agency is authorized by law to perform; and

WHEREAS, the County and Contract Agency have considered the anticipated costs of incarceration services and potential revenues to fund such services and determined it is in each of their best interests to enter into this Agreement as authorized and provided for by RCW 39.34.080 and other Washington law.

AGREEMENT

For and in consideration of the conditions, covenants and agreements contained herein the parties agree as follows:

- PURPOSE:** It is the purpose of this Agreement to provide for the use by the Contract Agency of the County's jail facilities and services at the County's jail located at the Benton County Justice Center, 7122 W. Okanogan Pl., Suite B110, Kennewick, Washington 99336. Such use shall be solely for the purpose of incarcerating inmates otherwise subject to incarceration at Contract Agency's jail facilities and shall be further subject to all terms and conditions contained herein.
- MAILING AND CONTACT ADDRESS:** All written notices, reports and correspondence required or allowed by this Agreement shall be sent to the following:

County:

Benton County Corrections Department
Robert Guerrero, Chief of Corrections
7122 W. Okanogan Pl., Suite B110
Kennewick, WA 99336
Tel: (509) 783-1451 ext. 3366
Robert.Guerrero@co.benton.wa.us

Contract Agency: Othello Police Department
David Rehaume, Interim Chief of Police
500 E Main Street
Othello, WA 99344
Tel: (509) 488-3314
drehaume@othellowa.gov

Notices shall be effective immediately upon receipt if delivered in person. If notice is delivered by US Mail, then it shall be effective three days following the day when it is deposited, postage prepaid, in an official mail receptacle, properly addressed to the other party's contact address and person. If notice is made by email, then it shall be effective at the time of start of business, on the next business day following successful transmission.

Each party must have a contact person at all times this agreement is in force. Parties may change their contact person by submitting notice of such change to the other party in writing.

4. AVAILABILITY OF JAIL FACILITIES:

County shall accept an inmate requested by Contract Agency at its sole discretion. This discretion is in addition to the County's rights with respect to certain inmates set forth in Sections 8 and 9 herein. The Contract Agency shall only submit inmates for confinement under this Agreement that are held in 24 hours a day in jail confinement. Contract inmates will not be eligible for participation in work crew, work release, home monitoring or any other programs in which inmates serve all or part of their sentences outside the confines of a jail.

5. COMPENSATION FROM CONTRACT AGENCY:

- (a) **Base Rate.** In return for the County's housing of an inmate of the Contract Agency, the Contract Agency shall pay the County a per diem rate for all Contract Agency inmates in custody one hundred fifteen dollars (\$115.00) for every 24-hour period, or portion thereof, that said inmate is in the custody of the County. Such time period shall be measured from the time said inmate is transferred to the custody of the County and ends when the Contract Agency resumes custody. The per diem rate will increase by 5% for the period of August 1, 2024 through July 31, 2025.
- (b) **Other Costs.** The Contract Agency shall also pay such other costs as are incurred by County or third parties in incarcerating inmates on behalf of Contract Agency, as set forth herein, including but not limited to any medical costs required by Section 6.
- (c) **Billing.** The County may bill the Contracting Agency on the 15th day of each month for all amounts due to the County under this Agreement for the services rendered in the prior calendar month. Payment shall be due from the Contract Agency by the 15th day of the following month. Account balances overdue 30 days or more will be subject to a service charge of 1% per month (12% per annum). Should it become necessary, the Contract Agency shall pay all collection costs associated with late payments.
- (d) **Booking Fee.** The collection of a booking fee from the Contract Agency's inmates pursuant to RCW 70.48.390 shall be subject to the discretion of the Contract Agency and shall not be collected by the County from such inmates. Contract Agency shall not request or require County to assess such a fee on its behalf.

6. MEDICAL COSTS AND TREATMENT:

- (a) Services Provided. Upon transfer of custody to the County, the County shall provide or arrange for the Contract Agency's inmates to receive all necessary medical, psychiatric, and dental services in accordance with the policies and procedures of the County and applicable law.
- (b) Cost Responsibility. The Contract Agency shall be responsible for or shall pay for the cost of all medication prescribed for any of its inmates. The Contract Agency shall also pay for all costs associated with the delivery of medical, psychiatric, and dental services provided to an inmate which, in the sole discretion of the County, require the services of a third-party medical, dental or psychiatric services provider, and for all emergency medical, dental or psychiatric services, wherever provided. These costs shall be paid directly to the provider or as a reimbursement to the County, as directed by the County. The County shall bill the Contract Agency only for the actual costs charged to the County and shall provide an itemization with such billing.
- (c) Notice. Except in case of situations deemed an emergency at the sole discretion of the County, the County shall notify the Contract Agency's contact person in writing, by mail or email, prior to transfer of a Contract Agency's inmate to a medical, dental or psychiatric provider outside of the County jail or to a hospital for medical, psychiatric or dental services.
- (d) Pre-Confinement Consents or Refusals. If a Contract Agency inmate has either 1) received medical, psychiatric or dental treatment; or 2) refused any medical, psychiatric or dental treatment, from the Contract Agency or any third-party provider of such services before transfer for confinement in the County jail, the Contract Agency shall provide to the County all written verification of any authorization of or refusal to authorize care or treatment for such inmate(s).
- (e) Return for Medical Services. Nothing herein shall preclude the Contract Agency from retaking custody of an ill or injured inmate by retaking custody of such inmate at the County jail. Such retaking of custody shall be preceded by written notice at least 24 hours in advance of the desired time of retaking custody. However, in situations where the County, in its sole discretion determines, that an inmate requires emergency medical care, the County shall have the right to arrange for emergency medical services (at the Contract Agency's expense) notwithstanding a request from the Contract Agency to retake custody of the inmate.
- (f) Records. The County shall keep records of all medical, psychiatric or dental services it provides to an inmate. Upon resumption of custody by the Contract Agency, the Contract Agency shall receive a copy or summary of the medical, psychiatric or dental records held by the County for an inmate of the Contract Agency.

7. TRANSPORTATION OF CONTRACT PRISONERS:

- (a) Regular Transport. The Contract Agency agrees to provide or arrange for transportation of all inmates to and from the County jail except when the transportation is determined by County to be necessary to secure emergency medical evaluation or treatment, or when transportation is required to support the orderly operation of the facility, in which case the County shall provide the transportation.
- (b) Additional Transport with Costs. If requested by the Contract Agency, the County, at its sole discretion, may provide transportation of inmates to and from designated sites, including but not limited to assisting, when possible, in the transportation of inmates to and from other facilities in surrounding counties. The Contract Agency agrees to reimburse the County for all reasonable cost incurred by the County for its transports of inmates requested by the Contract Agency.
- (d) Contract Agency Transportation from Facility. The Contract Agency agrees to provide the County a minimum of 24 hours written notice prior to transporting an inmate from the County jail. The Contract Agency shall be responsible for the transportation of inmates to and from the County jail. Nothing in this section precludes either party from waiving the 24-hour written notifications.

8. TRANSFER OF CUSTODY:

- (a) Commencement of Custody by County. Contract Agency inmates shall not be deemed to be in the legal custody of the County until County Officers from the Benton County Corrections Department take physical control of such inmate. The County shall not be required to take such control of an inmate until the Contract Agency has delivered copies of all inmate records pertaining to the inmate's incarceration by the Contract Agency or its agent, including a copy or summary of each inmate's medical records held by the Contracting Agency or its agent, and a copy of the document that provides legal authority for the incarceration of the inmate. If additional information is requested by the County regarding a particular inmate, the parties shall mutually cooperate to obtain such information. In the absence of documentation and information satisfactory to the County, the receiving officer may refuse to accept the Contract Agency's inmate for confinement. County shall not be required to take custody of or assume control of or responsibility for any property of the inmate, except for such property that the County allows inmates to keep in their cell. The Contract Agency's officers delivering an inmate to the transportation location shall be responsible for ensuring that all paperwork is in order and that all property allowed to be transported with the inmate is properly packaged. At such time, and only at such time, as all paperwork and property are in order will the County take physical control of and assume custody of and responsibility for the Contract Agency's inmate to be confined.
- (b) Further Transfer of Custody. Except as otherwise allowed by Section 10 of this Agreement, the County shall not be required to, under any circumstances, transfer custody of any inmate confined pursuant to this Agreement to any agency other than to the

Contract Agency without the written authorization from a court of competent jurisdiction. Even with such authorization, such transfer to another agency shall be at the discretion of County and shall be further subject to the provisions of Article 7 above.

- (c) Responsibilities Upon Assumption of Custody. Upon transfer of custody to the County, it shall be the County's responsibility to administer the inmate's sentence pursuant to the order of the committing court in the State of Washington and the Contract Agency's determinations regarding early release credits. It is the Contract Agency's duty to determine the amount, if any, of early release credits earned by each of its inmates and to timely notify the County of the effect of such credits upon each inmate's release date. During such confinement, the County shall provide and furnish or arrange for all necessary medical and hospital services and supplies in accordance with Section 6 of this Agreement.
 - (d) Resumption of Custody by Contracting Agency. The Contract Agency shall be deemed to have resumed legal custody of an inmate previously transferred to the County for incarceration pursuant to this agreement, upon either presentation of such inmate to the Contracting Agency at Othello Police Department, Othello, Washington, or upon the Contract Agency's officers taking physical control of an inmate at any other location.
9. **RIGHT TO REFUSE/RETURN AN INMATE:** The County shall have the right to refuse to accept or to return any of the Contract Agency's inmates under one or more of the following circumstances.
- (a) Pending Medical Needs. The County shall have the right to refuse to accept any Contract Agency inmate who, at the time of presentation for transportation to the County jail for confinement, appears as determined by the County, in need of medical, psychiatric or dental attention, until the Contract Agency has provided medical, psychiatric, or dental treatment to the inmate to the satisfaction of the County.
 - (b) Problematic Physical History or Behavior and New Medical Conditions. The County shall have the right to refuse to accept or to return any Contract Agency's inmate that, in the sole judgment of the County, has a history of serious medical problems, presents a serious risk of escape, presents a serious risk of injury to other persons or property, represents a risk to the orderly and safe operation of the jail, or develops an illness or injury that may adversely affect or interfere with the operations of the County Jail. Any special transport costs, medical or otherwise, incurred in the return of Contract Agency's inmate under this subsection shall be the responsibility of the Contract Agency. The County agrees to make immediate notification to the Contract agency and forward copies of any and all incident reports, disciplinary reports, findings and actions, including documentation of removal of earned early release credits to the Contract Agency.
 - (c) Pending Charges. The County shall further have the right to refuse to accept or return any inmate from the Contract Agency for confinement that has misdemeanor, gross misdemeanor, or felony charges pending.

- (d) Claims/Litigation. The County shall have the right to refuse to accept or to return any Contract Agency inmate that files a claim or lawsuit against the County or indicates intent to do so.
- (e) Return for Release. The County shall have the right to return any Contract Agency inmate at any time within six (6) days of the scheduled completion of a sentence of confinement by such inmate.
- (f) Return Due to Upcoming Expiration. The County shall have the right to begin returning Contract Agency's inmates during the thirty days preceding expiration of this Agreement so that all inmates may be transported pursuant to the regular transports under Section 7 (a) and (b) above.
- (g) Notice of Return and Transport. The County shall provide written notice, via email or mail, of the anticipated return of an inmate under this Section 9 to the contact person identified herein for the Contract Agency. The Contract Agency shall transport the inmate(s) authorized for return under this Section 9 in accordance with Section 7 (a) and (b) within seven days of such notice.

10. REMOVAL FROM JAIL - OTHER GROUNDS: The Contract Agency's inmates may be removed from the County jail for the following reason(s):

- (a) Request by Contract Agency. Upon written request of the Contract Agency for transfer of custody back to the Contract Agency. In such case, the inmate will either be transported by the Contract Agency or by the County pursuant to Section 7 (a) and (b) above.
- (b) Court Order. By order of a court having jurisdiction over a Contract Agency's inmate. In such case, transport shall be according to the terms expressed in the court order, or by the Contract Agency or the County pursuant to Section 7 (a) and (b) above.
- (c) Treatment Outside of Jail. For medical, psychiatric or dental treatment or care not available within the County jail, or which, in the County's sole discretion, requires the services of a third-party medical, psychiatric, or dental care provider at a location outside of the Jail.
- (d) Catastrophe. In the event of any catastrophic condition presenting, in the sole discretion of the County, an eminent danger to the safety of the inmate(s) or personnel of the County. In such case, the County will inform the Contract Agency, at the earliest practicable time, of the whereabouts of the inmate(s) so removed and shall exercise all reasonable care for the safekeeping and custody of such inmate(s).

11. TRANSFER OF INMATES UPON TERMINATION/EXPIRATION OF AGREEMENT:

- (a) Termination by County. In the event of a notice of termination from the County in accordance with Section 21 below, it shall be the Contract Agency's obligation to

transport the inmates to the Contract Agency at Othello, Washington. Such transports shall be made as if the Agreement were expiring and in accordance with the terms of Section 9 above, subsections (f) and (g).

- (b) Termination by Contract Agency. In the event of a notice of termination from the Contract Agency in accordance with Section 21 below, the Contract Agency agrees to continue weekly transports according to section 7 (a) and (b) until all inmates are returned to the Contract Agency before the termination date of the contract. Release dates schedule shall be determined between the County and the Contract Agency according to the inmate's normal release date or earlier if necessary to transport prior to the termination date. Until such removal, the Contract Agency shall pay the compensation and costs set forth herein related to the housing of such inmate(s). The County shall retain all rights hereunder, notwithstanding such termination, until all of the Contract Agency's inmates are removed from the jail. If the population of Contract Agency inmates or timing of notice of termination is such that transports pursuant to section 7(a) and (b) will not be completed prior to the anticipated termination date, then Contract Agency may increase transports beyond that in section 7 (a) and (b) at Contract Agency's expense.

12. INMATE RIGHTS, ACCOUNTS AND PROGRAMS:

- (a) Early Release Credit and Discipline. With respect to the Contract Agency's inmates, the County shall maintain and manage disciplinary issues and shall administrator sanctions, including removal of earned early release credit, as per facility rules. No discipline prohibited by federal, or state law will be permitted. The disciplinary policies and rules of the County jail shall apply equally to inmates confined pursuant to this Agreement and to those otherwise confined. The County agrees to make immediate notification to the Contract Agency and forward copies of any and all incident reports, disciplinary reports, findings and actions, including documentation of removal of earned early release credits to the Contract Agency.
- (b) Inmate Accounts. The County shall establish and maintain an account for each inmate received from the Contract Agency and shall credit to such account all money received from an inmate or from the Contract Agency on behalf of an inmate. The County shall make disbursements from such accounts by debiting such accounts in accurate amounts for items purchased by the inmate for personal needs. Disbursements shall be made in limited amounts as are reasonably necessary for personal maintenance. At termination or expiration of this Agreement, an inmate's return to the Contract Agency, or death or escape of an inmate, the County shall submit a check to each inmate eligible for reimbursement.
- (c) Programs. The County shall provide the Contract Agency's inmates with access to all educational, recreational, and social service programs offered at the County jail under the terms and conditions applicable to all other inmates at the jail.
- (d) Inability to Serve Time Outside of Facility. In accordance with Section 4 of this

Agreement, the Contract Agency's inmates shall not be allowed to leave the jail for participation in correctional work crews, work release programs, home monitoring, or any other program in which other inmates sometimes are allowed to leave the physical confines of the jail as part of serving their sentence.

13. ACCESS TO FACILITY AND PRISONERS:

- (a) Access to Facility. Contract Agency shall have the right to inspect, at mutually agreeable times, the County jail in order to confirm such jail maintains standards acceptable to the Contract Agency and that its inmates are treated appropriately. The County agrees to manage, maintain and operate its facilities consistent with all applicable federal, state and local laws applicable to the location of the jail in Benton County, Washington.
- (b) Access to Inmates. Contract Agency personnel shall have the right to interview inmates from the Contract Agency at any reasonable time within the jail. Contract Agency officers shall be afforded equal priority for use of jail interview rooms with other departments, including the Benton County Corrections Department.

14. ESCAPES AND DEATHS:

- (a) Escapes. In the event of an escape by a Contract Agency's inmate from the County jail, the Contract Agency will be notified by phone and in writing as soon as practical. The County shall have the primary authority to direct the investigation and to pursue the prisoner within its jurisdiction. Any costs related to the investigation and pursuit within its jurisdiction will be the responsibility of the County. The County shall not be required to pursue and return the Contract Agency's escaped inmates from outside of the County's jurisdiction.
- (b) Deaths.
 - (1) In the event of a death of a Contract Agency inmate in the County jail, the Contract Agency shall be promptly notified by phone and in writing. Benton County Sheriff's Office Bureau of Law Enforcement and the Benton County Coroner will investigate the circumstances. The Contract Agency may, if it wishes, join in the investigation and receive copies of all records and documents in connection with the investigation.
 - (2) The County shall, subject to the authority of the Benton County Coroner, follow the written instructions of the Contract Agency regarding the disposition of the body. Such written instructions shall be provided within three working days of receipt by the Contract Agency of notice of such death. All expenses related to necessary preparation of the body and transport charges shall be the responsibility of the Contract Agency. With written consent from the Contract Agency, the County may arrange burial, and all matters related or incidental thereto, and the Contract Agency shall pay all such expenses. This paragraph deals with relations between the parties to this Agreement and shall not affect the liability or rights of any relative

or other person for the disposition of the deceased or any expenses connected therewith.

15. POSTING OF BAIL:

The County shall not serve as agent for the Contract Agency in receipt of any bail bonds or any monies posted for or by a Contract Agency's inmate. Any such bonds or monies will be posted at the Contract Agency. In the event bail is posted for a Contract Agency's inmate, timely and appropriate notification will be made to the County.

16. RECORD KEEPING:

The County agrees to maintain a system of record keeping relative to the booking and confinement of each of the Contract Agency's inmates consistent with the record keeping by the County for all other inmates. The County shall make copies of said records available to the Contract Agency upon its request. Monthly medical charges will be itemized indicating all medical costs and procedures performed. The Contract Agency will be bound by all confidentiality laws applicable to jail and/or medical records.

17. INDEMNIFICATION AND INSURANCE:

- (a) Indemnification of Contract Agency. The County shall indemnify the Contract Agency, its officers, agents and employees, from and against any claim, damages, losses and expenses, including but not limited to reasonable attorney's fees, arising from the County's performance under this Agreement; provided, to the extent the claim, damages, losses and expenses are caused by intentional acts of or by the concurrent negligence of the Contract Agency, its officers, agents, or employees, the County's indemnification obligation hereunder shall be limited to the County's proportionate share of liability as agreed to by the parties to this Agreement or determined by a court of competent jurisdiction.
- (b) Indemnification of County. The Contract Agency shall indemnify the County, its officers, agents and employees, from and against any claim, damages, losses and expenses, including but not limited to reasonable attorney's fees, arising from the Contract Agency's performance under this Agreement; provided, to the extent the claim, damages, losses and expenses are caused by intentional acts of or by the concurrent negligence of the County, its officers, agents, or employees, the Contract Agency's indemnification obligation hereunder shall be limited to the Contract Agency's proportionate share of liability as agreed to by the parties to this Agreement or determined by a court of competent jurisdiction.
- (c) Insurance Requirement. Each party shall obtain and maintain liability coverage in minimum liability limits of Two Million Dollars (\$2,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate for its conduct creating liability exposures related to confinement of inmates, including general liability, errors and omissions, auto liability and police professional liability. The insurance policy (ies) shall provide coverage

for those events that occur during the term of the policy, despite when the claim is made. Self-insurance or participation in a risk pool shall be sufficient to comply with the provisions of these insurance requirements.

- (d) Certificate of Insurance. Each party to this Agreement agrees to provide the other with evidence of insurance coverage in the form of either 1) a certificate from a solvent insurance provider confirming coverage from a solvent insurance pool which is sufficient to address the insurance obligations set forth above; or 2) written evidence of participation in a program of self-insurance or participation of a risk pool that is sufficient to address the insurance obligations set forth above.

18. NON-DISCRIMINATION POLICY:

The County and the Contract Agency agree not to discriminate in the performance of this Agreement on the basis of race, sexual orientation, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental, or sensory handicap, or any other classes of persons protected from discrimination by any Federal or State law.

19. ADMINISTRATION/DISPOSAL OF PROPERTY:

This Agreement is executed in accordance with the authority of Chapter 39.34 RCW, the Interlocal Cooperation Act. Pursuant to the provisions of RCW 39.34.030, the Benton County Corrections Department shall be responsible for administering the confinement of inmates hereunder. No real or personal property will be jointly acquired by the parties under this Agreement. All property owned by each of the parties shall remain its sole property to hold and dispose of in its sole discretion.

20. WAIVER OF RIGHTS:

No waiver of any right under this Agreement shall be effective unless made in writing by an authorized representative of the party to be bound thereby. Failure to insist upon full performance or failure to enforce breach of this agreement on any occasion shall not constitute consent to or waiver of any continuation of nonperformance or any later nonperformance; nor does payment of a billing or continued performance after notice of a deficiency in performance constitute an acquiescence thereto.

21. TERMINATION:

This Agreement may be terminated prior to expiration by written notice from either party delivered by regular mail to the contact person at address set forth herein. Termination by said notice shall become effective ninety (90) days after receipt of such notice. The notice shall set forth the reason the party wishes to terminate the Agreement and the specific plan for accommodating the affected inmates, if any.

22. WAIVER OF ARBITRATION RIGHTS:

Both parties acknowledge and agree that they are familiar with the provisions of RCW 39.34.180(3), as now in effect, and that of their own free will they hereby expressly waive any and all rights under RCW 39.34.180(3), as now in effect or as hereinafter amended, to arbitrate the level of compensation for incarceration services charged under this Agreement, or any renewal thereof, that either party may possess. The parties further agree that such level of compensation and all other issues related to the purpose of this Agreement will only be as agreed to herein or as otherwise agreed to in a writing executed by the parties.

23. DURATION:

This Agreement shall be effective on August 1, 2023 and shall continue through July 31, 2025, unless terminated earlier under the terms set forth in Section 21 above. This Agreement may be renewed for successive periods of one year by written addendum executed by all parties hereto under such terms as the parties agree in writing. Nothing in this Agreement shall be construed to make it necessary for the Contracting Agency to continuously house inmates with the County.

24. GOVERNING LAW:

The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to this Agreement and an inmate's confinement under this Agreement.

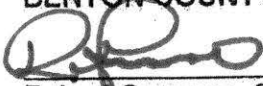
25. MISCELLANEOUS:

In providing these services to the Contract Agency, the County is an independent contractor and neither its officers, agents, or employees are employees of the Contract Agency for any purpose including responsibility for any federal or state tax, industrial insurance or Social Security liability. No provision of services under this Agreement shall give rise to any claim of career service or civil service right, which may accrue to an employee of the Contract Agency under any applicable law, rule, or regulation.

~ This section was intentionally left blank ~

THIS AGREEMENT, consisting of twelve (12) pages, is executed by the persons signing below who warrant that they have the authority to execute the Contract, and it is effective on August 1, 2023.

BENTON COUNTY CORRECTIONS



Robert Guerrero, Chief of Corrections

OTHELLO POLICE DEPARTMENT



Dave Rehaume, Interim Chief of Police

Date: 7/25/2023

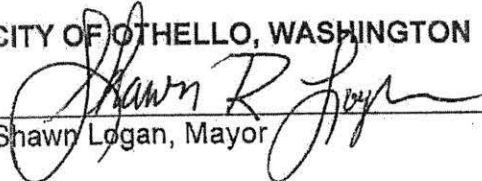
Date: _____

BENTON COUNTY, WASHINGTON



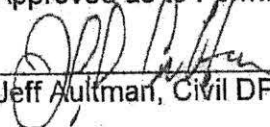
Will McKay, Chairman
Benton County Commissioner

CITY OF OTHELLO, WASHINGTON



Shawn Logan, Mayor

Approved as to Form:



Jeff Aultman, Civil DPA

Approved as to Form:

Legal