



Commissioners' Agenda Action Sheet

Meeting Date: June 24, 2025
Subject: First Amendment to the Interlocal Agreement between Benton County and the City of Othello for Jail Bed Space at the Benton County Jail
Presenter:
Prepared By: Mary Flink
Reviewed By: Procurement, Chief of Corrections, Risk, Civil Prosecuting Attorney
PA Review: **Approved:** Yes **Denied:** No **N/A:** No
(If denied, include reasoning)

Type of Agenda Item: Consent Agenda

Summary / Background Information

On July 25, 2023, by Resolution 2023-523, the Board of County Commissioners approved the Interlocal Agreement between Benton County and City of Othello by and for Othello Police Department for jail bed space at the Benton County Jail. This First Amendment is necessary as both parties wish to amend Section 5 – Compensation increase to the base rate paid by Contract Agency, Section 6 – Medical Cost and Treatment to increase and add compensation for medical services, and Section 23 – Duration to renew Agreement for two additional years, while maintaining the rest of the Agreement in full force and effect.

The Chief of Corrections recommends executing the First Amendment to the Interlocal Agreement between Benton County and City of Othello by and for Othello Police Department. Said First Amendment has been reviewed, approved as to form and signed by the departmental Civil Deputy Prosecuting Attorney. The City of Othello Mayor and Chief of Police for Othello PD have signed the attached First Amendment.

Fiscal Impact

Revenue

Recommendation

Move to approve as part of the Consent Agenda.

Suggested Motion

I move to approve the First Amendment to the Interlocal Agreement between Benton County and City of Othello by and for Othello Police Department and authorize the Board to sign the same.

Signatures Required on Agreements/Contracts

Resolution
First Amendment pg 1 (date); pg. 5

RESOLUTION 2025-358

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF A FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN BENTON COUNTY AND CITY OF OTHELLO BY AND FOR OTHELLO POLICE DEPARTMENT FOR JAIL BED SPACE AT THE BENTON COUNTY JAIL

WHEREAS, on July 25, 2023, by Resolution 2023-523, the Board of County Commissioners approved the Interlocal Agreement between Benton County and City of Othello by and for Othello Police Department for jail bed space at the Benton County Jail; and

WHEREAS, the attached First Amendment is necessary as both parties wish to amend Section 5 – Compensation; to increase the base rate paid by the Contract Agency, Section 6 – Medical Cost and Treatment; to increase and add compensation for medical services, and Section 23 – Duration; to renew Agreement for two additional years, while maintaining the rest of said Agreement in full force and effect; and

WHEREAS, the Chief of Corrections recommends executing this First Amendment to the Interlocal Agreement between Benton County and City of Othello by and for Othello Police Department; and

WHEREAS, said First Amendment has been reviewed, approved as to form and signed by the departmental Civil Deputy Prosecuting Attorney and the City of Othello’s Mayor and Police Chief have signed said document; **NOW, THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners hereby concurs with the recommendation and authorizes the Chairman or Chairman Pro-Tem to sign said First Amendment to the Agreement between Benton County and City of Othello by and for Othello Police Department for jail bed space at the Benton County Jail at the rates set forth herein; and

BE IT FURTHER RESOLVED, the attached First Amendment shall commence August 1, 2025 and expires July 31, 2027.

Dated this 24th day of June, 2025.

Attest.....
DocuSigned by:
Amanda Pearson
34825A975E034GE.....
Clerk of the Board

DocuSigned by:
Jerome Delvin
7ED07803283E486...
Chairman of the Board

DocuSigned by:
Michael Alvarez
D6C6F57E34874E4...
Chairman Pro-Tem

DocuSigned by:
Will McKay
136987D784E74CF...
Commissioner

Constituting the Board of County
Commissioners of Benton County,
Washington

**First Amendment to the
Interlocal Agreement
Between**

County of Benton and City of Othello, by and for Othello Police Department

This First Amendment, is made and entered into this 24th day of June, 2025 by and between the **COUNTY OF BENTON**, a political subdivision of the state of Washington (hereinafter "County"), and the **CITY OF OTHELLO, by and for OTHELLO POLICE DEPARTMENT**, a political subdivision of the state of Washington (hereinafter "Contract Agency"); hereinafter collectively ("the parties").

Recitals

Whereas, the parties entered into an Agreement for jail space at the Benton County Jail (jail) dated August 1, 2023 whereby the parties agreed to designate the jail as a place of confinement for the incarceration of one or more inmates lawfully committed to Othello Police Department custody.

Whereas, this First Amendment is necessary as both parties wish to amend Section 5 – COMPENSATION FROM CONTRACT AGENCY, Section 6 – MEDICAL COST AND TREATMENT, and Section 23 – DURATION, while maintaining the rest of the Agreement in full force and effect.

Now, Therefore, in consideration of the provisions and agreements set forth herein, the parties agree that all provisions of their original Agreement shall remain in effect except the below Sections 5, 6 and 23 shall be amended effective August 1, 2025, at 12:01am:

- 1) Section 5 – COMPENSATION FROM CONTRACT AGENCY, effective August 1, 2025, Section 5 (a) shall be deleted and replaced in its entirety with the following, with the remainder subsections remaining the same:

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 twenty-six dollars and seventy-nine cents (\$126.79) 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, 2026 through December 31, 2027.

<u>Period</u>	<u>Basic Per Diem/per Inmate Rate</u>
August 1, 2025 – December 31, 2025	\$126.79
January 1, 2026 – December 31, 2026	\$133.13

January 1, 2027 – December 31, 2027	\$139.79
-------------------------------------	----------

- 2) Section 6 – MEDICAL COST AND TREATMENT, effective August 1, 2025, Section 6 will be deleted and replaced it its entirety with the following:

6. MEDICAL COST AND TREATMENT:

- (a) **Services Provided.** Upon transfer of custody to the County, the County shall provide or arrange for 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) **Pharmaceutical Cost.** Pharmaceutical Cost per diem rate for all Contract Agency inmates in custody will be twenty-nine dollars and ninety-five cents (\$29.95) for every 24-hour period, or portion thereof, that said inmate is in the custody of the County.

<u>Period</u>	<u>Pharmaceutical Cost Per Diem/ per Inmate Rate</u>
August 1, 2025 – December 31, 2025	\$29.95
January 1, 2026 – December 31, 2026	\$31.45
January 1, 2027 – December 31, 2027	\$33.02

- (c) **Specialty Rate.** The following Contract Agency inmate per diem Specialty Rates are not included in the per diem rates noted above. County must provide, with invoices, documentation for each Specialty Rate billed, to include Contract Agency inmate name, jacket number, location in the facility, and reason for designation at such rate:

- (i) **Medical-Care -** Payable at this rate in addition to the per diem rate listed above only when the Contract Agency inmate is in a designated infirmary bed/unit/cell. Payment at this rate is also included for any Contract Agency inmate who is on an active monitoring protocol for detox.

<u>Period</u>	<u>Medical-Care Per Diem/ per Inmate Rate</u>
August 1, 2025 – December 31, 2025	\$69.45
January 1, 2026 – December 31, 2026	\$72.92
January 1, 2027 – December 31, 2027	\$76.57

- (ii) **Compliant Mental Health Care -** Payable at this rate only when the Contract Agency inmate is actively being managed by a mental health case manager.

<u>Period</u>	<u>Compliant Mental Health Care Per Diem/ per Inmate Rate</u>
August 1, 2025 – December 31, 2025	\$69.45
January 1, 2026 – December 31, 2026	\$72.92
January 1, 2027 – December 31, 2027	\$76.57

(iii) Acute Mental Health - Payable at this rate only when the Contract Agency inmate requires special monitoring due to an apparent mental health condition or requires intensive mental health services provided by the jails multidisciplinary team.

<u>Period</u>	<u>Acute Mental Health Per Diem/ per Inmate Rate</u>
August 1, 2025 – December 31, 2025	\$69.45
January 1, 2026 – December 31, 2026	\$72.92
January 1, 2027 – December 31, 2027	\$76.57

(d) Cost Responsibility. The Contract Agency shall 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, psychiatric, or dental services provider, and for all emergency medical, psychiatric, dental 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 cost charged to the County and shall provide an itemization with such billing.

(e) Other Billing. The Contract Agency will reimburse County for the following services when provided to Contract Agency inmate:

(i) Transportation and Hospital Watch Cost - Reimbursement only when documentation of services is provided. Contract Agency will reimburse the County for each attending officer at time-and-one-half overtime rate of \$55.34 per hour.

<u>Period</u>	<u>Transportation and Hospital Watch Cost/ per Hour</u>
August 1, 2025 – December 31, 2025	\$57.55
January 1, 2026 – December 31, 2026	\$59.85
January 1, 2027 – December 31, 2027	\$62.24

(f) 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, psychiatric, or dental provider outside of the County jail or to a hospital for medical, psychiatric or dental services.

- (g) 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).
- (h) 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.
- (i) 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.

3) Section 23. DURATION - is hereby deleted and replaced in its entirety with the following:

23. DURATION:

This Agreement shall be effective August 1, 2023 and shall continue through December 31, 2027, unless terminated earlier under the terms set forth in Section 21 above. This Agreement may be renewed for successive periods of two (2) years 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.

~this section intentionally left blank~

IN WITNESS WHEREOF, the parties have caused this First Agreement Amendment to be signed by their duly constituted representatives and shall be effective on August 1, 2025.

BENTON COUNTY CORRECTIONS

Signed by:

Robert Guerrero

05CEA7D484FD402...

Robert Guerrero,
Chief of Corrections

OTHELLO POLICE DEPARTMENT

Dave Rehaume

Dave Rehaume,
Chief of Police

Date: 6/24/2025

Date: 6/10/25

BENTON COUNTY, WASHINGTON

DocuSigned by:

Jerome Selvin

7FD0703283E486

Chairman of ~~Chairman~~ Pro-Tem,
Benton County Commissioner

CITY OF OTHELLO, WASHINGTON

Shawn Logan

Shawn Logan (Jun 10, 2025 11:22 PDT)

Shawn Logan,
Mayor

Approved as to Form:

Signed by:

Galt Pettett

06C033EE70FE4F2...

Galt Pettett,
Civil Deputy Prosecuting Attorney

Approved as to Form:

[Signature]

Legal