Jerome Delvin
District 1
Shon Small
District 2
James Beaver
District 3

Board of County Commissioners

Jerrod MacPherson
County Administrator

Matt Rasmussen
Deputy County Administrator

To view items in detail, please click on highlighted areas below.

AGENDA
BOARD OF BENTON COUNTY COMMISSIONERS
Regular Board Meeting
Tuesday, February 11, 2020
Benton County Courthouse, Prosser, WA

9:00 AM **Call to Order**
Approval of Minutes
- **February 4, 2020**

Review Agenda

Consent Agenda

Auditor
a. Surplus and Disposition of Personal Property

Facilities
b. Terminating Contract w/Moon Security Services for Fire and Security Alarm Monitoring Services

Juvenile
c. Line Item Transfer, Fund No. 0115-101, Dept. 171
d. Line Item Transfer, Fund No. 0115-101, Dept. 172

Office of Public Defense
e. Amended Superior Court Public Defense Contract w/Dennis Hanson to Increase Caseload
f. Amended Superior Court Public Defense Contract w/R Swinburnson to Increase Caseload
g. Amended Superior Court Public Defense Contract w/N Blount to Increase Caseload
h. Superior Court Public Defense Contract w/Robert Moser for Conflict and Overflow Legal Services

Planning
i. Final Plat of Bridlewood – SUB 2019-006

Public Safety
j. Contract w/Lourdes Hospital to Provide Mental Health Services at the Jail; Rescinding Resolution 2019-181

Public Works
k. Purchase of One Ford Escape From Corwin Ford for the Building Department

l. Franchise to John Hancock Life Insurance Company to Replace Irrigation Main Line
m. Terminating Service Agreement w/Guardian Security Systems for Alarm System Monitoring
n. Request for Public Hearing Amending the 6-Year Road Program

Sheriff

o. 2019 Federal Equitable Sharing Agreement & Certification Report
p. Contract Modification w/Department of Energy for Law Enforcement Services

Superior Court

q. Contract w/Regional Toxicology Services LLC for Urinalysis Testing

Public Comment

Scheduled Business

Hanford Communities and Hanford Advisory Board Briefings ~ A Fyall, Pam Larsen, & Bob Suyama

New Lease Agreement for Use of Matheson Pit @ Fairgrounds ~ A Fyall

Public Works Department Organization Chart ~ M Rasmussen

Payment Authorization to Southern Folger Detention Equipment Company for the Security System Retrofit Project ~ R Blain

Follow-up Discussion on New Staffing Requests ~ J MacPherson

Other Business

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	February 11, 2020	Execute Contract	___	Consent Agenda	x
Subject:	Declaration of Surplus Property	Pass Resolution	x	Public Hearing	___
		Pass Ordinance	___	1st Discussion	___
By:	D. Beck	Pass Motion	___	2nd Discussion	___
Reviewed By:	L. Roe	Other	___	Other	___

BACKGROUND INFORMATION

As outlined in Resolution 07-752, County departments request personal property items be declared surplus and be disposed of.

SUMMARY

The Personal Property Manager has determined that the personal property on the attached exhibit can be declared surplus and disposed of accordingly.

D. Beck, L. Roe

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF SURPLUS AND DISPOSITION OF PERSONAL PROPERTY, IN ACCORDANCE WITH RESOLUTION 07-752

WHEREAS, the County's Personal Property Management Policy, Resolution No. 07-752, sets forth the policies and procedures for surplus and disposition of personal property; and

WHEREAS, pursuant to the policy, the Benton County Auditor is the Personal Property Manager for the County; and

WHEREAS, various departments have identified items of personal property for which they are no longer in need; and

WHEREAS, the Personal Property Manager has determined that no other department desires such property and, therefore, recommends the listed property be declared surplus; and

WHEREAS, the Board finds it to be in the best interest of the citizens of Benton County to surplus the property and the Personal Property Manager may dispose of such in accordance with the Personal Property Management Policy; **NOW, THEREFORE,**

BE IT RESOLVED, that based on the recommendation of the Personal Property Manager and as supported by the various departments, the listed property in Attachment A is hereby determined to be surplus and will be disposed of in one of the following manners, as may be determined by the Personal Property Manager depending on final condition assessment: public online auction, sealed bid, private negotiation with another governmental agency, surplus sale, waste disposal, or recycled.

Dated this _____day of _____, 2020.

_____
Chairman of the Board

_____
Member

_____
Member
Constituting the Board of County Commissioners of Benton County, Washington

Attest: _____
Clerk of the Board

D. Beck, L. Roe

SURPLUS

BENTON COUNTY CORRECTIONS

- Porter Cable 3500 Watt Generator-“will run if gone through”
    - Tag # 14850
    - Serial #2212036947; Model #CH350CS-1
    - Manufacture date 08/06/05

BUILDING

- 4 drawer letter file cabinet-Good condition
    - Tag #11425
- 4 drawer letter file cabinet-Good condition
    - Tag #11424
- 4 drawer letter file cabinet-Good condition
    - Tag #09156
- 4 drawer letter file cabinet-Good condition
    - Tag #10673
- 4 drawer letter file cabinet-Good condition
    - Tag #11430
- 5 drawer letter file cabinet-Good condition
    - No tag #
- 5 drawer letter file cabinet-Good condition
    - No tag #
- 5 drawer letter file cabinet-Good condition
    - No tag #

AUDITORS

- 6 Padded Office Chairs-burgundy-fair condition
    - No Tag #
- 5 drawer metal filing cabinet-good condition
    - No Tag #
- 40-50 various sized 3-ring binders
- Conference table-fair condition
    - No Tag #

DESTROY

BENTON COUNTY CORRECTIONS

- Troy-Built Pressure Washer-“Needs new Pump”-recommended for scrapping
    - Tag #16620

JUVENILE

- Alcopro Premium Breathalyzer—“Item is damaged and cannot be fixed”—Needs to be destroyed
    - Tag #12998

D. Beck, L. Roe

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: Feb. 11, 2020	Execute Agreement		**Consent Agenda**	**X**
Subject: Termination of Moon Security contract	Pass Resolution	X	**Public Hearing**	
	Pass Ordinance		**1st Discussion**	
Prepared by: slc	Pass Motion		**2nd Discussion**	
Reviewed by: msr	Other(Sign letter)	X	**Other**	

BACKGROUND INFORMATION

By Resolution 2017-291 dated April 25, 2017, Benton County entered into a Personal Services Contract with Moon Security Service, Inc. for fire and security alarm monitoring services at multiple County locations that will expire on March 31, 2020. Several additional locations and monitoring services needed to be added to the contract (the Road Maintenance Facilities and the Public Services Building) and it was decided it was desirous to negotiate a new contract instead of amending the existing contract. A new contract was signed by the Board on January 28, 2020 per Resolution 2020-072, and we cannot have the two contracts overlap, therefore the original contract needs to be terminated. Per Section 9 of the contract, Benton County may terminate the contract at any time when it is in the best interest of Benton County. Therefore, a termination letter needs to be signed by the Board.

SUMMARY

Moon Security Service, Inc. currently has a contract for alarm monitoring at multiple County locations that expires on March 31, 2020. Several locations need to be added to the contract and it was agreed by both Moon and Benton County that is was better to enter into a new contract. The new contract was signed by the Board on January 28, 2020 so the original contract needs to be terminated.

RECOMMENDATION

Approve the Chairman to sign the attached letter to terminate the contract with Moon Security Service, Inc. for alarm monitoring services at multiple County facilities.

FISCAL IMPACT

None. The amount currently being paid under the original contract will be paid under the new contract.

MOTION

Consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD OF BENTON COUNTY COMMISSIONERS TO SIGN THE ATTACHED TERMINATION LETTER TO TERMINATE THE PERSONAL SERVICES CONTRACT SIGNED ON APRIL 25, 2017 BETWEEN BENTON COUNTY AND MOON SECURITY SERVICE, INC.

WHEREAS, by Resolution 2017-291 dated April 25, 2017, Benton County entered into a Personal Services Contract with Moon Security Services, Inc. for fire and security alarm monitoring services at multiple County locations that will expire on March 31, 2020; and

WHEREAS, several additional locations and monitoring services needed to be added to the contract and it was decided it was desirous to negotiate a new contract instead of amending the existing contract; and

WHEREAS, a new contract was signed by the Board on January 28, 2020 per Resolution 2020-072, and we cannot have the two contracts overlap, therefore the original contract needs to be terminated; and

WHEREAS, per Section 9 of the contract, Benton County may terminate the contract at any time when it is in the best interest of Benton County; and

WHEREAS, the Public Works Manager requests the Chairman of the Board of Benton County Commissioners sign the attached letter to terminate the contract that was signed on April 25, 2017 between Benton County and Moon Security Service, Inc.; **NOW, THEREFORE,**

BE IT RESOLVED that the Board of Benton County Commissioners hereby authorizes the Chairman of the Board to sign the attached letter to Tom Pitcher of Moon Security Service, Inc. to terminate the contract signed on April 25, 2017 between Benton County and Moon Security Service, Inc. for fire and security alarm monitoring services at multiple County locations; and

BE IT FURTHER RESOLVED said contract termination will be effective on January 1, 2020.

Dated this 11th day of February 2020.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Orig.: Facilities
Cc: Sonia-PA

S. Christen

Jerome Delvin, *District 1*
Shon Small, *District 2*
James Beaver, *District 3*

Jerrod MacPherson
County Administrator

Board of County Commissioners

February 11, 2020

Tom Pitcher, General Manager
Moon Security Service, Inc.
P. O. Box B
Pasco, WA 99301

Mr. Pitcher:

The Benton County Board of Commissioners signed a new service contract with Moon Security Service, Inc. on January 28, 2020 that is effective on January 1, 2020. The original contract, signed April 25, 2017, is not set to expire until March 31, 2020. Therefore, this letter will serve to terminate the original contract between Benton County and Moon Security Service, Inc. effective January 1, 2020. All January, February and March services will be governed by the new contract.

We look forward to continuing doing business with Moon Security Service, Inc. under the new contract.

Sincerely,

BENTON COUNTY BOARD OF COMMISSIONERS

_____

James Beaver, Chairman

From: Eric Andrews <Eric.Andrews@co.benton.wa.us>
Sent: Monday, February 03, 2020 3:42 PM
To: Shannon Christen <Shannon.Christen@co.benton.wa.us>
Subject: RE: Item for review - termination of Moon Security contract

This resolution and letter is approved as to form.
R/

Eric T. Andrews
Deputy Pros. Attorney, Civil
Benton Co. Pros. Attorney's Office
Phone: (509) 735-3591
Fax: (509) 222-3705

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RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN JUVENILE CENTER FUND NUMBER 0115101, DEPARTMENT NUMBER 171

BE IT RESOLVED, by the Board of Benton County Commissioners, that funds shall be transferred as outlined in Exhibit "A", attached hereto .

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

Prepared by: S. Berry

cc: Dept., Auditor

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Juvenile - Operations

Dept Nbr: 171

Fund Name: Juvenile Center

Fund Nbr: 0115101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
527.100	4131	Security	$6,500
TOTAL			$6,500

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
527.100	9802	ER&R Vehicle Maintenance	$6,500
TOTAL			$6,500

Explanation:

This LIT is necessary to move additional funds into the ER&R line item as we have had some vehicle repairs due to the aging fleet.

Prepared by: Shela Berry

Date: 29-Jan-2020

Approved ☐ Denied ☐ Date: _____

_____ Chairman

_____ Member

_____ Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN JUVENILE CENTER FUND NUMBER 0115101, DEPARTMENT NUMBER 172

BE IT RESOLVED, by the Board of Benton County Commissioners, that funds shall be transferred as outlined in Exhibit "A", attached hereto .

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

Prepared by: S. Berry

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Juvenile Facilities

Dept Nbr: 172

Fund Name: Juvenile Center

Fund Nbr: 0115101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
594.270	6401	Capital Outlay	$35,489
TOTAL			$35,489

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
527.800	4801	Repair/Maintenance Office	$15,000
527.800	4805	Service Maintenance Agree	$20,489
TOTAL			$35,489

Explanation:

This LIT is necessary to transfer the funds back into the services line items. I originally had done a LIT to cover the cost of several capital projects that I thought were going to be coded to 6401. I learned later that they needed to be coded to the services line item so I'm transferring the dollars back.

Prepared by: Shela Berry

Date: 27-Jan-2020

Approved ☐ Denied ☐

Date: _____

_____
Chairman

_____
Member

_____
Member

BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS
Agenda Request Summary

Type of Action Requested	Classification
☒ Execute contract	☒ Consent agenda
☒ Pass resolution	☐ Public hearing
☐ Pass ordinance	☐ 1st discussion
☐ Pass motion	☐ 2nd discussion
☐ Other (describe)	☐ Other

Requested meeting date: February 11, 2020
Presentation length:
Presenting elected office/department: OPD
Prepared by: Eric Hsu
Reviewed by: Jerrod MacPherson

BACKGROUND INFORMATION
Benton County contracts with, among others, attorneys Ryan Swinburnson, Dennis Hanson, and Nicholas Blount (collectively "Attorneys") for public defense services in Benton County Superior Court. Attorneys hold contracts that limit their annual caseloads to a maximum of 140 cases. However, in 2019, it was necessary to request that Attorneys accept cases in excess of 140 cases, to account for an unanticipated overage in overall caseload in Superior Court. The proposed contract amendments provide for allowing this overage and allows Attorneys to be appropriately compensated accordingly.

SUMMARY
Proposed contract amendments increase the annual maximum caseload caps for attorneys Ryan Swinburnson, Dennis Hanson, and Nicholas Blount, for 2019 only, to the stated amounts, in excess of the otherwise applicable 140 case maximum, to allow for the attorneys to be compensated for the extra cases they accepted in 2019 at the request of OPD, to account for the unancipated overage in overall Superior Court caseload for 2019.

RECOMMENDATION
Execute amendments as proposed, approve resolutions.

ANTICIPATED FISCAL IMPACT
None beyond budgeted

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AMENDING THE SUPERIOR COURT PUBLIC DEFENSE CONTRACT WITH ATTORNEY DENNIS HANSON TO INCREASE THE CASELOAD CAP FOR 2019 ONLY

WHEREAS, Benton County ("County") is obligated by law to provide indigent defense services in Benton County Superior Court ("Services"); and

WHEREAS, per Benton County resolution 2012-677, "....The County need not advertise or follow a formal competitive bidding procedure for professional service contracts (except for architectural, engineering, or design services), but rather the County may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost...."; and

WHEREAS, Benton County contracts with, among others, attorney Dennis Hanson ("Attorney") to provide Services, under a contract that provides for an annual caseload cap of 140 cases; and

WHEREAS, the Superior Court caseload in 2019 exceed expectations and it was necessary to request that Attorney accept cases above and beyond the 140 case cap which he agreed to (bringing his 2019 total caseload to 145); and

WHEREAS, it is now necessary to amend the contract with Attorney so that it reflects the increased caseload cap for 2019 and he can be compensated accordingly; **NOW, THEREFORE**

BE IT RESOLVED that the Superior Court public defense contract with attorney Dennis Hanson, previously executed by and through Resolution 2018-949 be amended by increasing the caseload cap for year 2019 to 145, with total compensation remaining in the amount of $680 per case plus allowable expenses, case and assignment premiums, and other additional fees, as provided in the underlying contract.

Dated this _____ day of _____ 20 _____

_____
Chairman of the Board

_____
Member

_____
Member
Constituting the Board of Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

cc: Originals – OPD, DENNIS HANSON
Copy – Auditor, Superior Court, S. Godinez

E. Hsu

AMENDED

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON COUNTY SUPERIOR COURT

BCSC1920DAH001

CONTRACT SUMMARY			
Contract Type	**Full**		
Contract Number	**BCSC1920DAH001**	**Contract Holder**	**Dennis Hanson**
WSBA #	**41655**	**Effective Dates**	**January 1, 2019 – December 31, 2020**
Caseload Cap	**140**	**Compensation**	**$680 per case**
Assigned Court	**Superior Court**	**Compensation Structure**	**☒ By the case ☒ Monthly ☐ Hourly**

THIS AGREEMENT, previously entered into by and between **Dennis Hanson,** attorney at law, Washington State Bar Association **#41655** ("Attorney"), **dba Rodriguez, Interiano, Hanson & Rodgers, PLLC** and **BENTON COUNTY, WASHINGTON**, a state of Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court, by and through Resolution 2018-949.

IS HEREBY AMENDED AS FOLLOWS:

7. **NUMBER OF APPOINTMENTS.** For 2019 only, Attorney shall accept up to 145 cases.

All remaining provisions, as amended, remain in full effect. The effective date of this amendment is December 1, 2019.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Agreement on the date set forth below.

BENTON COUNTY

Date_____

_____
Chairman

_____
Commissioner

_____
Commissioner

Constituting the Board of County Commissioners for Benton County

Attest:

_____
Clerk of the Board

Approved as to Form and Content

_____
Eric Hsu
Public Defense Manager

ATTORNEY

Date 1/8/2020

_____
Dennis Hanson, WSBA **#41655**

BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS
Agenda Request Summary

Type of Action Requested	Classification
☒ Execute contract ☒ Pass resolution ☐ Pass ordinance ☐ Pass motion ☐ Other (describe)	☒ Consent agenda ☐ Public hearing ☐ 1st discussion ☐ 2nd discussion ☐ Other

Requested meeting date: February 11, 2020
Presentation length:
Presenting elected office/department: OPD
Prepared by: Eric Hsu
Reviewed by: Jerrod MacPherson

BACKGROUND INFORMATION

Benton County contracts with, among others, attorneys Ryan Swinburnson, Dennis Hanson, and Nicholas Blount (collectively "Attorneys") for public defense services in Benton County Superior Court. Attorneys hold contracts that limit their annual caseloads to a maximum of 140 cases. However, in 2019, it was necessary to request that Attorneys accept cases in excess of 140 cases, to account for an unanticipated overage in overall caseload in Superior Court. The proposed contract amendments provide for allowing this overage and allows Attorneys to be appropriately compensated accordingly.

SUMMARY

Proposed contract amendments increase the annual maximum caseload caps for attorneys Ryan Swinburnson, Dennis Hanson, and Nicholas Blount, for 2019 only, to the stated amounts, in excess of the otherwise applicable 140 case maximum, to allow for the attorneys to be compensated for the extra cases they accepted in 2019 at the request of OPD, to account for the unancipated overage in overall Superior Court caseload for 2019.

RECOMMENDATION

Execute amendments as proposed, approve resolutions.

ANTICIPATED FISCAL IMPACT

None beyond budgeted

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AMENDING THE SUPERIOR COURT PUBLIC DEFENSE CONTRACT WITH ATTORNEY RYAN SWINBURNSON TO INCREASE THE CASELOAD CAP FOR 2019 ONLY

WHEREAS, Benton County ("County") is obligated by law to provide indigent defense services in Benton County Superior Court ("Services"); and

WHEREAS, per Benton County resolution 2012-677, "....The County need not advertise or follow a formal competitive bidding procedure for professional service contracts (except for architectural, engineering, or design services), but rather the County may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost...."; and

WHEREAS, Benton County contracts with, among others, attorney Ryan Swinburnson ("Attorney") to provide Services, under a contract that provides for an annual caseload cap of 140 cases; and

WHEREAS, the Superior Court caseload in 2019 exceed expectations and it was necessary to request that Attorney accept cases above and beyond the 140 case cap which he agreed to (bringing his 2019 total caseload to 147); and

WHEREAS, it is now necessary to amend the contract with Attorney so that it reflects the increased caseload cap for 2019 and he can be compensated accordingly; **NOW, THEREFORE**

BE IT RESOLVED that the Superior Court public defense contract with attorney Ryan Swinburnson, previously executed by and through Resolution 2018-988 and previously amended by Resolution 2019-245 be further amended by increasing the caseload cap for year 2019 to 150, with total compensation remaining in the amount of $680 per case plus allowable expenses, case and assignment premiums, and other additional fees, as provided in the underlying contract.

Dated this _____ day of _____ 20 _____

_____
Chairman of the Board

_____
Member

_____
Member
Constituting the Board of Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

cc: Originals – OPD, RYAN SWINBURNSON
Copy – Auditor, Superior Court, S. Godinez

E. Hsu

SECOND AMENDMENT TO

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON COUNTY SUPERIOR COURT

BCSC1920RMS001A2

CONTRACT SUMMARY			
Contract Type	**Full**		
Contract Number	**BCSC1920RMS001**	**Contract Holder**	**Ryan Swinburnson**
WSBA #	**30227**	**Effective Dates**	**January 1, 2019 – December 31, 2020**
Caseload Cap	**140**	**Compensation**	**$680 per case**
Assigned Court	**Superior Court**	**Compensation Structure**	**By the case Monthly Hourly**

THIS AGREEMENT, previously entered into by and between **Ryan Swinburnson,** attorney at law, Washington State Bar Association **#30227** ("Attorney"), **dba Swin Law, LLC** and **BENTON COUNTY, WASHINGTON**, a state of Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court by and through Resolution 2018-922 and amended by Resolution 2019-245.

IS HEREBY FURTHER AMENDED AS FOLLOWS:

7. **NUMBER OF APPOINTMENTS.** For 2019 only, Attorney shall accept up to 150 cases.

All remaining provisions, as amended, remain in full effect. The effective date of this amendment is December 1, 2019.

SIGNATURES APPEAR ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Agreement on the date set forth below.

BENTON COUNTY

Date_____

_____
Chairman

_____
Commissioner

_____
Commissioner

Constituting the Board of County Commissioners for Benton County

Attest:

_____
Clerk of the Board

Approved as to Form and Content

_____
Eric Hsu
Public Defense Manager

ATTORNEY

Date 2/3/20

_____
Ryan Swinburnson, WSBA **#30227**

BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS
Agenda Request Summary

Type of Action Requested	**Classification**
☒ Execute contract ☒ Pass resolution ☐ Pass ordinance ☐ Pass motion ☐ Other (describe)	☒ Consent agenda ☐ Public hearing ☐ 1st discussion ☐ 2nd discussion ☐ Other

Requested meeting date: February 11, 2020
Presentation length:
Presenting elected office/department: OPD
Prepared by: Eric Hsu
Reviewed by: Jerrod MacPherson

BACKGROUND INFORMATION

Benton County contracts with, among others, attorneys Ryan Swinburnson, Dennis Hanson, and Nicholas Blount (collectively "Attorneys") for public defense services in Benton County Superior Court. Attorneys hold contracts that limit their annual caseloads to a maximum of 140 cases. However, in 2019, it was necessary to request that Attorneys accept cases in excess of 140 cases, to account for an unanticipated overage in overall caseload in Superior Court. The proposed contract amendments provide for allowing this overage and allows Attorneys to be appropriately compensated accordingly.

SUMMARY

Proposed contract amendments increase the annual maximum caseload caps for attorneys Ryan Swinburnson, Dennis Hanson, and Nicholas Blount, for 2019 only, to the stated amounts, in excess of the otherwise applicable 140 case maximum, to allow for the attorneys to be compensated for the extra cases they accepted in 2019 at the request of OPD, to account for the unancipated overage in overall Superior Court caseload for 2019.

RECOMMENDATION

Execute amendments as proposed, approve resolutions.

ANTICIPATED FISCAL IMPACT

None beyond budgeted

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AMENDING THE SUPERIOR COURT PUBLIC DEFENSE CONTRACT WITH ATTORNEY NICHOLAS BLOUNT TO INCREASE THE CASELOAD CAP FOR 2019 ONLY

WHEREAS, Benton County ("County") is obligated by law to provide indigent defense services in Benton County Superior Court ("Services"); and

WHEREAS, per Benton County resolution 2012-677, "....The County need not advertise or follow a formal competitive bidding procedure for professional service contracts (except for architectural, engineering, or design services), but rather the County may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost...."; and

WHEREAS, Benton County contracts with, among others, attorney Nicholas Blount ("Attorney") to provide Services, under a contract that provides for an annual caseload cap of 140 cases; and

WHEREAS, the Superior Court caseload in 2019 exceed expectations and it was necessary to request that Attorney accept cases above and beyond the 140 case cap which he agreed to (bringing his 2019 total caseload to 144); and

WHEREAS, it is now necessary to amend the contract with Attorney so that it reflects the increased caseload cap for 2019 and he can be compensated accordingly; **NOW, THEREFORE**

BE IT RESOLVED that the Superior Court public defense contract with attorney Nicholas Blount, previously executed by and through Resolution 2018-948 be amended by increasing the caseload cap for year 2019 to 145, with total compensation remaining in the amount of $680 per case plus allowable expenses, case and assignment premiums, and other additional fees, as provided in the underlying contract.

Dated this _____ day of _____ 20 _____

_____
Chairman of the Board

_____
Member

_____
Member
Constituting the Board of Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

cc: Originals – OPD, NICHOLAS BLOUNT
Copy – Auditor, Superior Court, S. Godinez

E. Hsu

AMENDMENT TO

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON COUNTY SUPERIOR COURT

BCSC1920NGB001

CONTRACT SUMMARY			
Contract Type	**Full**		
Contract Number	**BCSC1920NGB001**	**Contract Holder**	**Nicholas Blount**
WSBA #	**44783**	**Effective Dates**	**January 1, 2019 – December 31, 2020**
Caseload Cap	**140**	**Compensation**	**$680 per case**
Assigned Court	**Superior Court**	**Compensation Structure**	**☒ By the case ☒ Monthly ☐ Hourly**

THIS AGREEMENT, previously entered into by and between **Nicholas Blount,** attorney at law, Washington State Bar Association **#44783** ("Attorney"), and **BENTON COUNTY, WASHINGTON**, a state of Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court by and through Resolution 2018-948.

IS HEREBY AMENDED AS FOLLOWS:

7. **NUMBER OF APPOINTMENTS.** For 2019 only, Attorney shall accept up to 145 cases.

All remaining provisions, as amended, remain in full effect. The effective date of this amendment is December 1, 2019.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Agreement on the date set forth below.

BENTON COUNTY

Date_____

_____
Chairman

_____
Commissioner

_____
Commissioner

Constituting the Board of County Commissioners for Benton County

Attest:

_____
Clerk of the Board

Approved as to Form and Content

_____
Eric Hsu
Public Defense Manager

ATTORNEY

Date 01/08/2020

Nicholas Blount
_____
Nicholas Blount, WSBA **#44783**

BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS
Agenda Request Summary

Type of Action Requested	Classification
☒ Execute contract ☒ Pass resolution ☐ Pass ordinance ☐ Pass motion ☐ Other (describe)	☒ Consent agenda ☐ Public hearing ☐ 1st discussion ☐ 2nd discussion ☐ Other

Requested meeting date: Feb 11, 2020
Presentation length:
Presenting elected office/department: OPD
Prepared by: Eric Hsu
Reviewed by: Jerrod MacPherson

BACKGROUND INFORMATION

Benton County is responsible for providing public defense services in Benton County Superior Court and does so by way of a combination of staff trial attorneys and contracts with private attorneys (collectively the "Regular Panel"). From time to time, the Regular Panel is unable to take cases because of conflicts of interest or caseload overflow issues and therefore it is necessary to have one or more contracts with "conflict and overflow" attorneys. Attorney Robert Moser has served as a conflict and overflow attorney for the past two years and his services to Benton County have been satisfactory. The proposed contract is for conflict and overflow services in Benton County Superior Court, for the year 2020. All Regular Panel contracts expire at the end of 2020 so if attorney Moser is once again chosen to provide conflict and overflow services, then his contract can be included with the contracts with Regular Panel attorneys so that the contract cycles can match accordingly.

SUMMARY

Proposed contract is for conflict and overflow public defense services in Benton County Superior Court with attorney Robert Moser who has been providing these services already on a satisfactory basis.

RECOMMENDATION

Execute contract as proposed, approve resolution.

ANTICIPATED FISCAL IMPACT

None beyond budgeted.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING A PUBLIC DEFENSE CONTRACT TO ATTORNEY ROBERT MOSER FOR CONFLICT AND OVERFLOW LEGAL SERVICES IN BENTON COUNTY SUPERIOR COURT

WHEREAS, Benton County ("County") is obligated by law to provide indigent defense services in Benton County Superior Court ("Services"); and

WHEREAS, per Benton County resolution 2012-677, "....The County need not advertise or follow a formal competitive bidding procedure for professional service contracts (except for architectural, engineering, or design services), but rather the County may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost....."; and

WHEREAS, Benton County provides Services by and through a combination of staff trial attorneys and contracted private attorneys (collectively "Regular Panel"); and

WHEREAS, from time to time, there exists the need to procure the services of additional contracted attorneys when members of the Regular Panel cannot take cases either for conflict of interest or caseload overflow purposes; and

WHEREAS, attorney Robert Moser ("Attorney") has been providing public defense services on a conflict and overflow basis pursuant to a contract that expired on December 31, 2019 and the services rendered have been satisfactory; and

WHEREAS, based on projected caseload needs it is appropriate and necessary to re-contract with Attorney for the year 2020 on the same financial and other terms, **NOW, THEREFORE**

BE IT RESOLVED that the public defense contract with attorney Robert Moser identified as BCSC2020RAM001L, for conflict and overflow public defense services in Benton County Superior Court, commencing January 1, 2020 and expiring December 31, 2020, for a maximum per-case compensation not to exceed $680 for non Class-A felony cases and $1,360 for Class A felony cases, and for a maximum of 75 cases per year, be executed as presented.

Dated this _____ day of _____ 20 _____

_____
Chairman of the Board

_____
Member

_____
Member
Constituting the Board of Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

cc: Originals – OPD, Robert Moser
Copy – Auditor, Benton County Superior Court, S Godinez

E. Hsu

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON COUNTY SUPERIOR COURT

BCSC2020RAM001L

CONTRACT SUMMARY			
Contract Type	Conflict & Overflow		
Contract Number	BCSC2020RAM001L	**Contract Holder**	Robert A. Moser
WSBA #	32253	**Effective Dates**	1/1/20-12/31/20
Caseload Cap	**75 per year**	**Compensation**	**$680/case**

THIS AGREEMENT is entered into by and between **Robert A. Moser,** attorney at law, Washington State Bar Association #32253("Attorney"), and **BENTON COUNTY, WASHINGTON**, a state of Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court.

THIS AGREEMENT IS ENTERED INTO BASED UPON THE FOLLOWING FACTS AND CIRCUMSTANCES:

A. The County has the legal responsibility to provide legal defense services to indigent persons charged with felony criminal offenses alleged to have been committed within the County's jurisdictional boundaries.

B. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with felony criminal offenses, and desires to contract with the County to provide legal services to indigent persons subject to felony criminal charges in Benton County Superior Court.

C. While there is a regular panel of contract and staff public defense attorneys who routinely represent persons charged with felony criminal offenses in Benton County Superior Court, from time to time there is a need to assign cases to attorneys outside said regular panel because of conflict or overflow situations.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the County and Attorney hereby agree as follows:

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **January 1, 2020,** and shall continue thereafter through and including **December 31, 2020**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

2. **ATTORNEY'S OFFICE LOCATION.**

a. Attorney presently and regularly maintains (or has access to)an office adequate and appropriate for the practice of law at 804 S. Burress Ave, Moses Lake, WA 98837;Attorney's current local office telephone and fax numbers are (509) 707-

3160and*no fax no.*, respectively; and Attorney's current office/work e-mail address isBobbymoser101@gmail.com.

b. Throughout the entire term of this Agreement, Attorney shall continue to maintain (or have access to)such office, such telephone and fax numbers, and such e-mail address; provided that, however, Attorney may relocate Attorney's office to another location within the greater Tri-Cities, Washington, and/or Attorney may change Attorney's telephone/fax number to another greater Tri-Cities local telephone/fax number, and/or Attorney may change Attorney's e-mail address, provided that Attorney must provide immediate written notice of such change(s) to the Benton-Franklin Counties Public Defense Manager ("PDM"), the Benton County Prosecuting Attorney, and the Benton-Franklin Counties Superior Court Administrator ("Superior Court Administrator").

c. Regardless of the location or manner in whichAttorney decides to maintain an office, throughout the entire term of this Agreement the office facility must comply with any and all applicable public defense standards adopted by the Washington Supreme Court.

3. **ATTORNEY'S QUALIFICATIONS.** Attorney acknowledges and agrees that the County has an obligation to provide competent and effective legal counsel to indigent persons subject to proceedings in Benton County Superior Court. Attorney shall perform all services hereunder in strict accordance with the usual skills and professional ethical standards exercised by attorneys engaged in the defense of persons accused of felony crimes in the state of Washington and generally exercised by members of the Washington State Bar Association ("WSBA"). Without limitation in that regard, Attorney acknowledges and agrees that Attorney has a fundamental duty and responsibility to effectively promote and protect the best interests and rights of all persons whom Attorney is appointed to represent under this Agreement.

a. As of the date of this Agreement, Attorney represents and warrants that Attorney is unconditionally licensed to practice law within the state of Washington; has had at least one (1) year of direct trial experience in felony criminal defense or criminal prosecution matters; meets the minimum standards for Superior Court felony public defense (for Class B and Class C felonies) as adopted by the Washington State Supreme Court; has not been a party to a previous personal services agreement with any governmental entity or any other entity for the provision of public indigent defense services that was terminated due to Attorney's breach or other contractual non-compliance; has not been previously employed by any governmental entity or any other entity to provide indigent defense services and had such employment terminated due to any reason relating to Attorney's job performance; has not been censured, admonished, or otherwise formally disciplined for past conduct or behavior that would negatively reflect on Attorney's duty and ability to effectively and competently render legal services hereunder; has not been suspended or disbarred from the practice of law in any state or other jurisdiction at any time in the past; and does not have any bar association complaints filed and pending against him/her.

(i) This Agreement may be subject to review and potential termination pursuant to paragraph 19 below in the event that Attorney's license to practice law in Washington is revoked or otherwise limited or restricted; in the event that a court of competent jurisdiction formally determines and expressly

finds that Attorney has rendered ineffective assistance of counsel to any person; in the event that Attorney is censured, admonished, or otherwise formally disciplined for conduct or behavior that negatively reflects on Attorney's duty and ability to effectively and competently render legal services hereunder; or in the event that Attorney is suspended or disbarred from the practice of law in any other state or jurisdiction.

(ii) Attorney shall notify the County within five (5) business days if any event specified in paragraph 3.a.(i) occurs or if any bar association complaint is filed against Attorney. Failure to do so shall constitute a substantial and incurable breach of this Agreement and shall subject this Agreement, at the election of the County, to immediate termination.

b. Attorney acknowledges and agrees that the County may conduct criminal history background check(s) on Attorney including any such recurring check as the County may deem appropriate, in its sole discretion, even at times after execution of this Agreement. Attorney acknowledges and agrees that this Agreement shall be deemed immediately and automatically terminated upon the County receiving a non-complying or otherwise unsatisfactory criminal history background check report.

c. Attorney represents, warrants, and certifies that Attorney has read and fully understands the requirements of RCW 13.40.570 (sexual misconduct by state employees, contractors) and all sex offense crimes included in RCW Chapter 9A.44. Attorney shall comply with any and all applicable legal and/or administrative requirements relating to the documentation/reporting of sexual misconduct.

d. During each calendar year of the term of this Agreement, Attorney shall obtain at least seven (7) hours of WSBA-qualified Continuing Legal Education ("CLE") credits in courses directly relating to Attorney's public defense practice under this Agreement. Attorney shall provide the PDM with written proof and confirmation that such CLE credits have been obtained no later than by December 31st of each calendar year. Additionally, during each calendar year during the term of this Agreement, in addition to participating in any specialized training-related activity specified in RCW 10.101.060(1)(a)(iii) or otherwise specifically required by other applicable law or court rule, Attorney shall attend at least one (1) public defense services-related training seminar sponsored and/or approved by the Washington Office of Public Defense ("OPD"), and any CLE credit earned by Attorney by attending such training seminar(s) may be applied towards the above-mentioned minimum seven (7) hours. The County may provide Attorney's name and address to the OPD for purposes of the OPD notifying Attorney of any such upcoming training seminars. Attorney shall provide the PDM with written proof and confirmation that such required training seminar has been attended by Attorney no later than by December 31st of each calendar year.

e. Attorney represents and warrants that, throughout the entire term of this Agreement, Attorney's private law practice caseload; Attorney's schedule; and Attorney's office resources, equipment, and support staff will allow Attorney to competently undertake and effectively perform all services required under this Agreement. Attorney represents and warrants that Attorney's private law practice and schedule will not interfere with Attorney's ability to timely and effectively perform such services including, without limitation, Attorney's ability to prepare for and attend regularly

scheduled trials and dockets or Attorney's ability to schedule and conduct face-to-face meetings with the persons Attorney is appointed to represent under this Agreement for purposes of discussing, preparing, and pursuing the most viable defense(s) and/or resolution available and keeping such persons reasonably apprised as to the status of their case.

f. Pursuant to RCW 10.101.050, no later than 15 calendar days after the end of each calendar year during the term of this Agreement, Attorney shall provide the PDM with a written report showing the total number and specific types of private practice cases (which for purposes of this Agreement shall include pro bono cases, retained-fee cases, and any cases handled by Attorney under any other professional/personal services agreement) in which Attorney provided legal services during the preceding yearand the total number and specific types of appointed cases under this Agreement in which Attorney provided legal services during the preceding year.

Additionally, in the event that the public defense reporting requirements under RCW 10.101.050, other applicable statute or relevant case law are later amended/modified (or, in the case of case law, reasonably required as a best practice) Attorney shall correspondingly comply with any such amended/modified reporting requirements without added compensation upon written notice from the County to do so.

g. Attorney recognizes and acknowledges that Attorney is required by Washington Supreme Court Order to meet certain Supreme Court-adopted Standardsfor Indigent Defense ("Defense Standards") to provide quality representation to indigent criminal defendants, and to periodically file certain certifications attesting to Attorney's compliance with such Defense Standards. Attorney understands and acknowledges that Attorney's compliance with such Defense Standards and periodic certification filing requirements is a direct professional and ethical obligation between Attorney and any Court in which Attorney appears while performing services under this Agreement. Attorneyfurther acknowledges and understands that, though Attorney's compliance with such Defense Standards and such periodic certification filing requirements is not an express term of this Agreement and therefore not subject to the County's monitoring or control, Attorney's noncompliance with such Defense Standards and/or such filing requirements would directly impair Attorney's ability to perform and fulfill Attorney's basic obligations under this Agreement. Accordingly, if the County is notified by any Court in which Attorney appears to perform services under this Agreement that Attorney has failed to comply with such Defense Standards or such periodic certification filing requirements, Attorney shall then be considered to be in substantive breach of this Agreement and this Agreement shall then become subject to potential termination under the provisions of paragraph 19.b. below.

h. Attorney understands and acknowledges that Attorney is solely and personally responsible toobtain and maintain all necessary state and local government business licenses and/or other approvals necessary to operate Attorney's private legal services business.

4. **OTHER INDIGENT DEFENSE ATTORNEYS.**

In addition to entering into this Agreement with Attorney, the County has entered into, or contemplates entering into, separate and independent professional services agreements with

other licensed attorneys to primarily provide criminal defense services to persons accused of felony crimes in Benton County Superior Court. Attorney agrees to fully cooperate and coordinate with such other independent contractor attorneys, the Benton County Superior Court, the Superior Court Administrator, the PDM, and any attorneyshired and employed by the County ("Public Defenders") to provide criminal defense services to persons accused of felony crimes in Benton County Superior Court, to establish a process to effectuate the efficient and equitable distribution of case appointments between Attorney, said other independent contractor attorneys,and said Public Defenders (collectively the "Benton County Superior Court Criminal Defense Panel"). The Superior Court Administrator and/or the PDM shall have the inherent discretion and authority to monitor and control (and reasonably modify/change) such process.

5. **CASE APPOINTMENTS.** During the term of this Agreement, Attorney agrees to and shall accept appointments to represent indigent persons (regardless of their race, color, national origin, age, sex, marital status, sexual orientation, handicap/disability, personal background, creed, or political or religious affiliation) on any matter in Benton County Superior Court in which publicly provided counsel is furnished or required by law. More specifically, Attorney shall accept court appointments to represent indigent persons on any of the following types of matters:

- Any felony matter filed or otherwise pending under the applicable Washington criminal statutes and/or under any other applicable Washington law in Benton County Superior Court.
- Any post-disposition probation violation, revocation, modification, and/or contempt-of-court proceeding relating to any underlying criminal case.
- Any misdemeanor or gross misdemeanor filed directly in Benton County Superior Court, whether as a part of another separate case or filed independently.
- Any material witness matter relating to a felony case or matter filed in Benton County Superior Court.
- Any case or matter returned to Benton County Superior Court from any higher court.
- Any other type of Benton County Superior Court case or matter in which another Benton County Superior Court Criminal Defense Panel member and/or any other attorney who is under a professional services agreement to provide legal representation in Benton County Superior Court is unable to handle due to a conflict of interest.
- Any case or matter transferred from the Juvenile Court through declination or other court proceedings.
- Any civil contempt of court proceeding, not including non-contempt matters such as non-criminal custody or paternity matters.

- Any case or matter initially filed in Benton County District Court but then transferred to Benton County Superior Court, including those cases in which the felony charge later is reduced to a non-felony charge.

- Any case or matter for which post-conviction representation is mandated by law including, but not limited to, sentence reviews and requests for furloughs(only as appointed by the Superior Court).

6. **CONTINUED REPRESENTATION.**

Attorney has a duty to timely and fully complete all cases appointed to Attorney under this Agreement. "Timely and fully complete" means, for each case, continuing to represent the defendant up to and including the time of final disposition of their case whether by way of conviction, dismissal of all charges (as a result of a finding of not guilty or as a result of an empanelled jury being unable to reach a verdict), or a change of plea and entering of a sentencing. Provided, however, that if a case, where the empaneled jury is unable to reach a verdict, is re-tried, Attorney shall only be entitled to the trial per diem, if applicable, for the re-trial, and not for any additional case credit. Provided further, however, if restitution is not agreed upon at time of sentencing and a separate restitution hearing is necessary, then Attorney shall represent the defendant at such restitution hearing in order to have "timely and fully completed" the case. In cases where a defendant is placed on a deferred prosecution or stipulated order of continuance program, then Attorney shall be responsible for providing legal representation to such a defendant in the event the defendant is accused of a violation of the terms of such a program and is ordered to show cause why their participation in such a program should not be terminated. The determination of case credit entitlement at such subsequent representation shall be governed by the provisions of Article 8 herein.

Attorney's responsibility to provide continuing legal representation to clients upon expiration or termination of this Agreement shall be determined as follows:

a. In the event of termination of this Agreement at the election of either party by providing sixty (60)days' notice of desire to do so as provided by paragraph 19.c below, Attorney shall provide the PDM with accurate documentation identifying Attorney's then-existing indigent defense caseload which shall includefor each identified case the case title and cause number, the case type, the case status, and the next court appearance date ("Caseload Information"). Attorney shall provide the Caseload Information to the PDM contemporaneously with Attorney providing his/her notice of termination to the County (or, if the County provides the notice of termination to Attorney, within five (5) business days of Attorney receiving such notice) and Attorney shall again provide the PDM with updated Caseload Information thirty (30) days prior to the effective date of Agreement termination.Attorney shall then be responsible for providing continued legal representation to clients in any and all such identified cases that remain unresolved as of the effective date of Agreement termination for a period of sixty (60)days after such effective date.

b. In the event of expiration of this Agreement by expiration of its specified term set forth in paragraph 1 above, if Attorney provides the PDM with at least sixty (60)days'written notice prior to such term expiration date that Attorney has no interest in seeking a potential new contract with the County to continue providing public defense services after such dateand further provides the PDM with all of the Caseload

Information required under paragraph 6.a. above, Attorney shall then be responsible for providing continued legal representation to clients in any and all identified cases that remain unresolved as of such term expiration date for a period of sixty (60) days after such expiration date.However, if Attorney fails to timely provide such sixty (60) days' advance notice to the PDM, Attorney shall then be responsible for providing continued legal representation to clients with cases that remain unresolved as of such term expiration date for a period of time equivalent to sixty (60) days plus an additional number of days corresponding to the numerical difference between sixty (60)days advance notice and the number of days advance noticeAttorney actually provided to the PDM. By way of illustration, if Attorney only provided thirty (30) days'advance notice to the PDM, then Attorney would be responsible for providing continued legal representation for an aggregated total of ninety (90)days [i.e., 60 days + (60 days – 30 days)] after the Agreement term expiration date.

c. In the case of either expiration or earlier termination of this Agreement, if the required Caseload Information provided by Attorney pursuant to above paragraphs 6.a. or 6.b.omits any existing case(s), Attorney shall then be responsible for providing continuing legal representation on such omitted case(s) until the earlier of the final resolution of the case(s) or thirty (30) days from the date upon which the existence of such omitted case(s) is brought to the attention of the PDM in writing.

7. **NUMBER OF APPOINTMENTS.** During each calendar year of the term of this Agreement, Attorney agrees to and shall accept appointments hereunder to represent persons in the Benton County Superior Court up to a maximum of **75total cases per calendar year**.

8. **CASE EQUIVALENTS.**

a. For the sole and exclusive purpose of calculating Attorney's"case equivalents" under this Agreement and correspondingly determining the compensation due to Attorney under paragraph 12, the following provisions of this paragraph 8 shall apply, but such provisions are not intended to constitute, and do not constitute,any type of "weighting system" adopted by the County for purposes of Attorney's above-referenced certifications of compliance with the Defense Standards adopted by the Washington State Supreme Court, and such provisions shall not be used or relied upon by Attorney in any way for such reasons or similar purposes.

(i) Class B and Class C felonies, as well as unclassified felonies, shall constitute one (1) case equivalent.

(ii) Class A felonies shall constitute two (2) case equivalents.

(iii) Appointment on a mental health or substance-abuse involuntary commitment (generally only done when the attorney contracted to provide such services has a conflict of interest) shall count as one-half(1/2) of a case equivalent.

(iv) Appointment to represent a person in a material witness matter in a case pending in Benton County Superior Court shall count as one-half (1/2) of a case equivalent.

(v) Appointment on a felony matter filed in Benton County Superior Court following a declination hearing in Juvenile Court shall count as one (1) case equivalent notwithstanding any prior case credit granted to any attorney in Juvenile Court.

(vi) An appointment to a case or matter returned to Benton County Superior Court from a higher court shall be counted as determined by the PDMin his sole discretion following consultation.

(vii) Case equivalent credit value assigned is based on cases, not charges, and is determined by the classification of the most serious offense charged.

(viii) Any civil contempt of court proceeding shall count as one-half (1/2) of a case equivalent.

(ix) Any post-conviction matter shall count as one-third (1/3) of a case equivalent provided that if substantial research or briefing is necessary, then, on a case-by-case basis, at the sole discretion of the PDM, up to a full case equivalent credit may be awarded upon request from Attorney, which formal request must be made by Attorney to the PDM in writing within thirty (30) days from the date of final resolution of such matter, and any untimely requests will not be considered by the PDM.

(x) Provisional representation of clients during arraignment docket representation on a docket other than the pre-trial docket to which Attorney is regularly assigned (usually only required when staff attorneys employed by Benton County are unable to attend such dockets) shall constitute one-fourth (1/4) of a case equivalent.

(xi) If Attorney is appointed to a case and withdraws prior to the omnibus order being entered for any reason, including the substitution of retained counsel or a conflict of interest, that appointment shall, as a default, not be counted as a case credit provided that, upon Attorney's request, such a mattermay count as a partial/fractional case equivalent credit if substantive work has been done on the case as determined by the PDM in his sole discretion. Attorney's formal request must be made by Attorney to the PDM in writing within thirty (30) days from the date of Attorney's withdrawal from such matter, and any untimely requests will not be considered by the PDM.

(xii) In the case of appointments that are exceedingly complex and/or cause Attorney to expend inordinate amounts of time, Attorney may request up to two (2) additional case equivalent credits for such an appointment, which request will be considered and decided by the PDMin his sole discretion. Attorney's formal request must be made by Attorney to the PDM in writing within

thirty (30) days from the date of final resolution of such matter, and any untimely requests will not be considered by the PDM.

b. An appointment to any matter in which Attorney was previously appointed shall not be further counted as any type of case equivalent if such matter was not fully concluded and subsequently arises again before the Benton County Superior Court and Attorney continues representing the same person in such matter within a twelve (12) month period (e.g., if Attorney was appointed to represent a person on a criminal charge who fails to appear for trial but is back before the court within 12 months, Attorney's continued representation of such person following his later arrest shall be deemed as being a prior and ongoing representation and shall not count as any type of further or additional case equivalent). Provided that, if Attorney was appointed to represent a person who is duly tried, convicted, and sentenced, Attorney's subsequent representation of such person during subsequent proceedings for alleged violations of sentence conditions shall be deemed as being an independent and unrelated matter.

c. Except as may be otherwise specifically and expressly provided in this Agreement, an appointment to any matter involving multiple charges arising out of a single incident or series of substantially related incidents shall be considered as being one (1) case equivalent. Similarly, except as may be otherwise expressly provided in this Agreement, an appointment to any matter involving multiple charges brought/filed under a single cause number and/or which are properly joined for purposes of trial shall be considered as being one (1) case equivalent. Further provided, however, that the PDM may in his sole discretion adjust the case equivalent total after consultation.

9. **CLIENT ELIGIBILITY.** The Benton County Superior Court (or its designee), consistent with applicable laws, rules and standards, shall determine the eligibility of any particular person for representation by Attorney under this Agreement. Attorney is under no obligation to determine a person's eligibility or continuing eligibility to receive publicly provided representation. If Attorney is appointed to represent a person and subsequently discovers that that the client's circumstances have changed such that the client is no longer entitled to court appointed counsel, or that the client may have obtained appointed counsel initially by fraud, misrepresentation or omission, assuming that clear standards for financial eligibility have been communicated to the client by the court, then pursuant to RPC 4.1(b) Attorney should, unless prohibited by another Rule of Professional Conduct, advise the court of the circumstances.If the Benton County Superior Court (or its designee) then determines that such person is not eligible for publicly-provided representation, the appointment of Attorney to represent such person shall be rescinded and such person shall be required to retain his/her own legal counsel. Attorney shall not thereafter represent such person in such matter on a retained-fee basis unless such person applies for and receives the Benton County Superior Court's permission allowing such representation. Nothing contained herein shall prevent Attorney from representing a person on a retained-fee basis in an action in which Attorney has not been appointed by the Benton County Superior Court to represent such person, or from representing a person on a retained-fee basis whom Attorney has been appointed by the Benton County Superior Court to represent provided that the matter(s) involving the retained representation are wholly independent and unrelated to the matter for which Attorney was appointed.

10. **CONFLICTS.** Notwithstanding any other terms or provisions contained in this Agreement to the contrary, Attorney shall not be required to accept, and Attorney shall decline to accept, an appointment under this Agreement if the particular appointment would create a

true and bona fide conflict of interest for Attorney or would otherwise cause or constitute an actual violation of any generally recognized ethical or professional standards common and applicable to attorneys in the state of Washington. Furthermore, in the event a true and bona fide conflict of interest arises subsequent to Attorney receiving an appointment under this Agreement (or in the event Attorney's continued involvement in a pending case would cause or constitute an actual violation of any such ethical or professional standards), Attorney shall immediately make the Benton County Superior Court aware of such development for purposes of the Court taking action to appoint another attorney to assume and undertake legal representation in such case.

11. **SCOPE OF REPRESENTATION; FILE RETENTION; CONVICTION OF CRIMINAL OFFENSE.** Attorney agrees to and shall represent all persons whom Attorney is appointed to represent hereunder with the same skill and commitment as Attorney exercises and expends when representing persons on a private and/or retained-fee basis. Without limitation in that regard, such representation should includethe investigation of the underlying facts, the research of all relevant law, interviewing of potential witnesses, retention and use of investigators and/or experts when warranted and necessary, appropriate communication with the client, review of potential plea alternatives, review of potential collateral consequences associated with a plea/conviction (e.g., potential immigration or civil commitment consequences), and the preparation for and appearance on behalf of the client in all stages of Superior Court proceedings including, without limitation, arraignments, pre-trial hearings, motions, trials, sentencing/disposition proceedings, contempt proceedings, appeals (limited to the preparation and filing of any and all pleadings necessary and appropriate to perfect any appeal or statutory writ to a higher court, including the appointment of publicly-provided counsel, if and when applicable), and post-conviction reviews.

a. Without limiting Attorney's obligation to initially meet with an indigent person to discuss his/her case as soon as reasonably possible following Attorney's appointment to the case, when Attorney is appointed to an "in custody" case (i.e., a case in which the person is confined/incarcerated), Attorney should use best efforts to meet face-to-face with such person within three (3) business days of Attorney receiving the appointment (unless the circumstances of a particular case reasonably require that Attorney make earlier initial contact with the person), otherwise, as soon thereafter as is reasonably feasible.

b. Additionally, throughout Attorney's representation of any person under this Agreement, Attorney shall maintain reasonably appropriate contact/communications with the person so as to keep him/her fully apprised as to the status of his/her case (with the specific manner and frequency of such contact/communications left entirely to Attorney's professional judgment); and Attorney should use best efforts to apprise the person of any new development in his/her case within three (3) business days of Attorney learning of such development (unless the circumstances of a particular case reasonably require that Attorney make earlier contact with the person), otherwise, as soon thereafter as is reasonably feasible. Without limiting any of the foregoing provisions of this paragraph, with regard to any court hearing involving a represented person, Attorney should contact such person (preferably in person or at least via telephone) to discuss his/her case and the purpose of the hearing no later than one (1) business day prior to the hearing date.

c. Attorney shall compile and maintain appropriate case records for each person whom Attorney is appointed to represent hereunder. Attorney shall retain such case records in their entirety (or a complete and legible copy thereof, to include electronic file storage) for a period of no less than seven (7) years from the date on which the case or matter is fully and finally concluded or for any other time period specified under applicable court rule or statute, whichever date/event occurs last.

d. Upon Attorney pleading guilty or being convicted of any of the following-described offenses, Attorney shall notify the PDM of such plea/conviction within seven (7) calendar days thereafter, and Attorney's failure to timely report within such timeframe shall constitute a substantial and incurable breach of this Agreement and result in the immediate and automatic termination of this Agreement. Even if County is timely notified, County may elect, at its sole discretion, to terminate this Agreement and if it elects to do so, may do so with ten (10) days written notice to Attorney:

(i) Any felony offense as defined in RCW 9.94A.030 and RCW 9A.44.130 or misdemeanor sex offenseunder the laws of the State of Washington, any other State, or Federal law.

(ii) Any crime specified in RCW Chapter 9A.44 when the victim was a juvenile in the custody of, or under the jurisdiction of, the Juvenile Rehabilitation Administration, Washington Department of Social and Health Services; and/or

(iii) Any violent offense as defined in RCW 9.94A.030 or its equivalent in any other State or Federal Statute

(iv) Any crime of dishonesty or deception.

12. **COMPENSATION.**

a. Attorney shall be compensated in the amount of **$680 per case equivalent)**. Attorney is eligible to receive compensation for any given case upon conflict check and filing of a Claim for Compensation.

b. In addition to receiving the above-stated compensation under paragraph 12.a., Attorney shall receive $400.00 per day for each full day of trial and $200.00 for each partial day of trial, not to include pre-trial motions or time waiting for disposition. A full day of trial is defined as actual trial proceedings going beyond 2 p.m. each day. "Trial" for purposes of this paragraph 12.b.only, shall be defined as actual proceedings related to a jury or bench trial in court, and on the record, including jury selection, all portions of the trial, and any special set sentencing proceeding. Trial shall not include any time awaiting a jury decision (even if Attorney is required to remain in or close by the courthouse) and also shall not include any time conferring with the Judge or any other persons off the record. In any case where Attorney has actually expended time or resources preparing for trial and, because of either a motion to dismiss by the prosecutor or the extension of a more favorable offer by the prosecution communicated on the day of trial, the need for trial is permanently eliminated, then Attorney shall nonetheless be entitled to a trial per diem in the amount of $400.00 if the matter was scheduled for a jury trial or $200.00 if the matter was scheduled for a bench trial. Attorney may seek

compensation for trial per diem by submitting a claim for compensation utilizing the procedure set forth in paragraph 12.d. below. Any claims for trial per diem for matters where the trial was canceled permanently due to a better plea offer or motion to dismiss by the prosecutor on the day of trial shall include a statement that the Attorney did actually expend time or resources preparing for the trial and that the better plea offer or motion to dismiss was not fully anticipated at a time prior to the day of trial.

c. Attorney acknowledges and agrees that the above-stated compensation to Attorney under paragraphs 12.a. and 12.b.shall constitute Attorney's full and exclusive compensation hereunder for all cases handled by Attorney under this Agreement, and Attorney shall not be entitled to receive any other additional compensation for services performed under this Agreement.

d. As a precondition to Attorney receiving payment of the compensation specified under paragraphs 12.a. and/or 12.b. above, Attorney must submit a claim for compensation to the PDM that includes the necessary information specified in said paragraphs (exercising appropriate discretion to protect client confidentiality given that such claims are matters of public record unless sealed by the court at Attorney's request). Attorney's administrative time expended to prepare, submit, and process claims for compensation shall not be billable to the County. All claims for compensation shall be subject to the PDM's review and final approval for payment. Attorney shall submit claims for compensation to the PDM within sixty (60) days of Attorney becoming entitled to receive such compensation, and the County shall have the right to deny payment of any claim for compensation that is not timely submitted within said requisite sixty (60) day period.

e. If any submitted claim for compensation is disapproved by the PDM in whole or in part for any reason(s), the PDM shall promptly provide Attorney with written notice of such disapproval that specifically identifies and describes the reason(s) for disapproval ("Dispute Notice"). Upon Attorney's receipt of a Dispute Notice, Attorney must notify the PDM in writing within ten (10) business days thereafter if Attorney disputes, and desires to have the PDM reconsider, the Dispute Notice, and Attorney must include with that notice to the PDM any information and/or documentation that Attorney wants the PDM to review and consider as part of that reconsideration process (including, without limitation, full copies of any documents from the official court file relating to the particular case(s) addressed by the Dispute Notice, which court-filed documents the parties' hereby agree shall be conclusively presumed as being complete and accurate for purposes of addressing and resolving any contested Dispute Notice). If Attorney fails to duly respond to a Dispute Notice within said ten (10) day period, the contents of the Dispute Notice shall then become conclusively binding on Attorney and shall be used by the County to calculate and make any compensation payment to Attorney arising from the disapproved claim for compensation. If Attorney duly responds to a Dispute Notice within said ten (10) day period, and if the result of the above-referenced reconsideration process does not fully resolve the disputed issue(s) arising from the Dispute Notice, the parties may then proceed to address and resolve the disputed issue(s) pursuant to the provisions of paragraph 31 below.

f. Attorney shall notify the PDM about any case appointment for which Attorney has already been compensated but for which Attorney has lost eligibility for full case equivalent credit by virtue of a substitution of counsel or withdrawal by Attorney for

any other reason before the omnibus hearing as provided in paragraph 8.(xi)above. Attorney shall provide such notice within thirty (30) days of such event (i.e., the substitution of counsel or withdrawal by Attorney resulting in lost eligibility for full case equivalent credit) and, if Attorney believes partial/fractional case equivalent credit is warranted under the provisions of above paragraph 8.(xi),Attorney shall include with such notice a written claim for partial/fractional case equivalent credit to be potentially used and applied for purposes of reversing the previously-awarded full case equivalent credit and correspondingly reducing the compensation previously paid to Attorney based thereon. If Attorney fails to notify the PDM as required in this paragraph 12.f. within said thirty (30) day period, Attorney shall forfeit any eligibility for partial/fractional credit and shall receive no credit for the particular case appointment even if Attorney performed services for which partial/fractional case equivalent credit may have otherwise been awarded under paragraph 8.(xi).

g. The County shall have the right at any time (even after compensation has been paid to Attorney) to audit records pertaining to Attorney's case appointments under this Agreement, and if such audit determines that Attorney has lost eligibility to receive a full case equivalent credit for a particular case appointment by virtue of a substitution of counsel or withdrawal by Attorney for any other reason, the County shall then be entitled to immediately setoff and deduct any compensation amount(s)previously paid to Attorney for such case appointment, but for which Attorney is no longer eligible to receive, from any compensation amounts then due or thereafter becoming due to Attorney hereunder. Attorney's potential eligibility to receive partial credit for such cases shall be determined pursuant to above paragraphs 8.(xi) and 12.f.

13. **HOMICIDE/PERSISTENT OFFENDER CASES.**Homicide and persistent offender cases are appointed to attorneys pursuant to a separate contract and Attorney should not expect to receive any such appointments under this Agreement.

14. **COSTS AND EXPENSES.**

a. Attorney acknowledges and agrees that Attorney shall not be entitled to claim or receive any reimbursement/payment from the County for any law practice-related overhead costs or expenses incurred by Attorney during the course of rendering legal services under this Agreement (including, without limitation, costs and expenses associated with Attorney's office, office staff, office equipment/facilities, and/or other office or law practice-related resources).

b. The County recognizes, however, that in certain circumstances the need may arise for Attorney to incur certain types of expenses directly related to an indigent person's case such as private investigator fees, psychological or psychiatric evaluations, interpreter fees, scientific test fees, expert witness fees, and costs of out-of-area travel, meals and lodging.

(i) Attorney shall be entitled to receive reimbursement for the actual cost of such out-of-pocket expenditures or may arrange with the PDM for the service provider (e.g., private investigator, psychologist/psychiatrist, interpreter, testing lab, or expert witness) to be compensated directly by the County provided that, however, Attorney shall not incur any such expense (and shall not direct a service provider to incur any expenses), nor shall Attorney be entitled to be

reimbursed or the service provider compensated for any such expense, unless such expense has been pre-approved by the PDM in writing pursuant to pre-approval process established by the PDM and promulgated by written policy. Such pre-authorization will state and provide a specific dollar amount for the requested and authorized expenditure; provided that, in the event it is not reasonably possible to state and provide a specific dollar amount for a particular requested expenditure, such pre-authorization may nevertheless provide authorization for the expenditure but shall establish and set forth a maximum dollar expenditure amount. In regard to any reimbursement to Attorney for any PDM-approved expenditures and costs pertaining to case-related travel, meals, and lodging, any reimbursement to Attorney for such expenditures and costs shall not exceed the locally adjusted amounts that are established and published by the Federal General Services Administration.

(ii) In addition to any other prerequisites imposed by court rules, procedures, or standards, as a precondition to Attorney being eligible to be reimbursed or a service provider being eligible to be compensated for an expenditure under paragraph 14.b., either Attorney or the service provider shall be required to submit a claim for reimbursement/compensation to the PDM that identifies the specific expenditure(s) for which reimbursement is sought (exercising appropriate discretion to protect client confidentiality given that such claims are matters of public record unless sealed by the court at Attorney's request) and that has attached thereto a copy of the PDM'spre-authorization that specifically pre-approved and authorized such expenditure(s) (unless sealed by the court at Attorney's request) together with attached copies of all written payment receipts relating to such incurred expenditure(s) (unless sealed by the court at Attorney's request). Attorney's administrative time expended to prepare, submit, and process claims shall not be billable to the County. All payment vouchers and claims for reimbursement/compensation under this paragraph shall be subject to the PDM's review and final approval for payment. Attorney shall submit claims for reimbursement to the PDM within sixty (60) days of Attorney incurring the expense(s) for which reimbursement is sought, and the County shall have the right to deny payment of any claim that is not timely submitted within said requisite sixty (60) day period.

15. **ADDITIONAL ASSISTANCE.** Attorney may from time-to-time be appointed to handle certain Class-A or other serious or complex felony matters hereunder in Benton County Superior Court that may require an extraordinarily excessive amount of Attorney's time and/or responsibility. If Attorney is appointed to handle such a matter, Attorney may request that the PDM appoint one of the other Benton County Criminal Defense Panel attorneys to assist Attorney in such matter, with the other attorney (unless prevented by a conflict of interest) being appointed to assist Attorney in the same manner as any other indigent defense appointment. The decision about whether or not to appoint an additional Attorney for assistance shall be made in the sole and absolute discretion of the PDM. The parties intend that the provisions of this paragraph may be pursued and utilized only under extraordinary and exceptional circumstances when the appointment of another attorney is actually necessary to prevent Attorney from performing an inordinately greater amount of work or accepting an inordinately greater amount of responsibility than the other members of the Benton County Criminal Defense Panel. Notwithstanding the foregoing provisions of this paragraph, however, if the Benton County Superior Court determines in any particular matter that the appointment of

another attorney to assist Attorney requires the appointment of a non-panel member attorney because of the nature and complexity of the particular matter, the County recognizes that the Court would have the ultimate and inherent discretion and power to do so.

16. **INDEMNIFICATION AND HOLD HARMLESS.** Attorney agrees to and shall fully indemnify and hold fully harmless the County and its elected/appointed representatives, officers, employees, and agents from and for any and all losses, damages, costs, charges, claims, demands, suits, or actions of whatsoever nature directly or indirectly arising out of or by reason of Attorney's (or any person, employee, agent, contractor, or entity acting for or on behalf of Attorney or at Attorney's request or direction) acts, defaults, errors and/or omissions of whatsoever nature in the performance of legal services to any person under this Agreement. In the event any suit or any other type of legal proceeding is brought against the County or any of its elected/appointed representatives, officers, employees or agents at any time on account of or by reason of any such acts, defaults, errors and/or omissions, Attorney hereby covenants and agrees to assume the defense thereof (through counsel acceptable to the County) and to defend the same at Attorney's sole cost and expense and to pay any and all costs, charges, attorneys' fees, and other expenses as well as any and all judgments or awards that may be incurred by or entered against the County or any of its elected/appointed representatives, officers, employees or agents in such suits or other legal proceedings; provided that, however, the County shall, at all times, retain the full and exclusive right to control the terms and conditions of any type of settlement or other resolution of any such suit or legal proceeding. Without limiting the intended broad scope and application of the indemnification and hold harmless provisions of this paragraph, for purposes of this paragraph, Attorney waives, with respect to the County only, any immunity that would otherwise be available to Attorney under the Industrial Insurance Act provisions of Title 51 RCW or any other similar workers/employee disability or benefit law. The indemnification and hold harmless provisions of this paragraph shall survive the termination or expiration of this Agreement.

17. **INSURANCE.**

a. Attorney shall obtain and maintain, at Attorney's sole cost and expense, a policy of professional liability insurance in an amount of not less than $1,000,000.00 per claim nor less than $1,000,000.00 in the aggregate during the policy term and with a maximum deductible of not more than $10,000.00.

(i) Said policy shall include coverage as an additional insured for any other person(s) or attorney(s) acting for or on behalf of Attorney in the performance of this Agreement; shall provide professional liability insurance coverage for any acts, errors and/or omissions by Attorney (and/or such additional insureds) during the course of performing legal services under this Agreement; shall require that the insurance company provide the County with no less than thirty (30) days prior written notice in the event the policy is cancelled or materially altered; shall comply with all applicable state of Washington insurance requirements; and shall be issued by an insurance company rated A- or better by A.M. Best authorized to conduct business and issue insurance in the state of Washington.

(ii) Attorney shall continuously maintain the professional liability insurance coverage required by this paragraph 17.a. throughout the entire term of this Agreement, throughout any other longer time period during which Attorney

is obligated to continue performing services and duties hereunder, and for a period of no less than thirty-six (36) consecutive months after Attorney has fully completed all services and duties required hereunder.

b. Attorney shall also obtain and maintain, at Attorney's sole cost and expense, a policy of Commercial General Liability insurance (including Endorsement Form CG2011 or direct equivalent insurance industry additional insured endorsement form and including Contractual Liability coverage) in the amount of not less than $1,000,000.00 per occurrence nor less than $2,000,000.00 in the aggregate during the policy term. Additionally, if Attorney is an employer, Attorney shall obtain and maintain, at Attorney's sole cost and expense, a policy of Statutory Workers Compensation and Employers Liability/Stop Gap insurance in the amount of not less than $1,000,000.00.

(i) The policy of Commercial General Liability insurance shall be written on an occurrence basis; shall name the County, the Benton County Superior Court, and their elected/appointed representatives, officers, employees and agents as additional insureds; shall be primary coverage for both defense and indemnity and non-contributory with any insurance coverage maintained by the County; and shall provide for waiver of subrogation rights as to the County.

(ii) The insurance policies required by this paragraph 17.b shall require that the insurance company provide the County with no less than thirty (30) days prior written notice in the event the policy is cancelled or materially altered; shall comply with all applicable state of Washington insurance requirements; and shall be issued by an insurance company rated A- or better by A.M. Best authorized to conduct business and issue insurance in the state of Washington.

(iii) Attorney shall continuously maintain the insurance coverage required by this paragraph 17.b. throughout the entire term of this Agreement and throughout any other longer time period during which Attorney is obligated to continue performing services and duties hereunder.

c. Contemporaneously with Attorney's execution of this Agreement, Attorney shall provide the County with copies or certificates of the insurance policies and coverage (including any endorsements) required under this paragraph 17, and Attorney shall annually provide the Countywith the same type of documented proof and confirmation that such insurance policies and coverage continue to exist no later than thirty (30) days after the policies' annual renewal date(s).

18. **COMPLAINTS; PERFORMANCE MONITORING.** In the event that the PDM, another employee/representative of the County's Office of Public Defense,or the Benton County Superior Court receives an oral/written communication from a person represented by Attorney under this Agreement that in substance asserts an unresolved complaint about the legal services rendered to such person by Attorney and is not readily subject to resolution simply by facilitating communication between Attorney and client, a written, dated, and signed statement shall be obtained from the complainant describing and detailing the relevant facts and circumstances underlying and alleged in the complaint, copies of which shall be provided to the PDM.

a. Upon receiving such complaint, the PDM, without limitation to any other action the County may deem necessary/appropriate to pursue under this Agreement, shall promptly forward a copy of the complaint to Attorney and request Attorney's written, dated, and signed response thereto (which Attorney shall prepare and provide to the PDM within five (5) business days). The PDM shall then review the complaint and Attorney's response thereto and take any action deemed necessary with Attorney and/or the represented person to address and resolve the complaint, and the disposition of the complaint shall be communicated to the represented person as soon as reasonably possible. The PDM may then follow-up with the Benton County Superior Court to confirm or advise that the complaint has been, or is in the process of being, addressed and disposed of. The foregoing procedure does not interfere with or otherwise impair the Benton County Superior Court's ability and/or duty to monitor the performance of attorneys appearing before the Court.

b. Additionally, during the term of this Agreement, in order to help ensure that indigent persons are consistently provided effective legal representation, and without limitation to any other means or methods of performance monitoring/evaluation the County may deem necessary/appropriate, Attorney acknowledges that the County and/or the PDM have the right to periodically ask, without limitation, the Benton County Superior Court and/or the Superior Court Administrator and/or other attorneys and/or persons previously represented by Attorney to provide the County with an evaluation/assessment of the quality and effectiveness of Attorney's performance of legal services and related duties and obligations under this Agreement, provided that such inquiry shall not be made of any person represented, absent a complaint from such person, during the course of representation.

19. **TERMINATION.**

a. In addition to any other automatic or discretionary termination provisions set forth in this Agreement, this Agreement shall automatically terminate in the event that Attorney is suspended/disbarred from the practice of law in Washington, effective without notice as of the date of suspension/disbarment. In such event, Attorney shall be liable up to $5,000.00 for any additional costs or expenses incurred by the County and/or the Benton County Superior Court relating to the appointment of substitute legal counsel for any person(s) whom Attorney was appointed to represent hereunder; and the County shall be entitled and authorized to setoff and deduct any such additional costs or expenses from any unpaid compensation owing to Attorney hereunder.

Further, in the event that the Benton County Superior Court enters an order that prohibits or disqualifies Attorney from receiving any further appointments hereunder for any reason whatsoever, this Agreement shall automatically terminate without further notice as of the date such order is entered by the court. In the event that the court enters such an order because of unethical/unprofessional conduct by Attorney and/or because of Attorney's breach of this Agreement and the court determines at that time that the circumstances justify or require a substitution of appointed counsel for any person(s) whom Attorney was appointed to represent hereunder, Attorney shall be liable up to $5,000.00 for any additional costs or expenses incurred by the County and/or the Benton County Superior Court relating to such substitute appointment(s); and the County shall be entitled and authorized to setoff and deduct any such additional costs or expenses from any unpaid compensation owing to Attorney hereunder.

b. In addition to the above-referenced automatic termination provisions, the County may elect to terminate this Agreement in the event Attorney fails for whatever reason to comply with any provision of this Agreement after giving Attorney ten (10) business days advance written notice to cure, which notice shall specify the reason(s) for the notice, the act(s) necessary to cure Attorney's failure(s), and the consequence if the failure(s) is/are not cured within said ten (10) day period (e.g., termination without further notice or potential termination upon further notice). The County's right to terminate this Agreement in such regard shall be in addition to any other rights and remedies available to the County.

c. In addition to the foregoing provisions regarding termination, either party may elect to terminate this Agreement with or without cause or reason by providing the other party with sixty (60) days advance written notice of such election. Attorney shall continue to receive case appointments during said sixty (60) day notice period and shall have continued responsibility for those appointed cases pursuant to paragraph 6 above.A sixty (60) day notice of termination given by either party under this paragraph 19.c. shall be fully and immediately effective when received by the recipient party pursuant to the provisions of below paragraph 32 (notwithstanding the inclusion of any contrary terms or language in the notice) without any need for formal or informal acceptance or any other response by the recipient party, and such notice may not thereafter be rescinded/revokedby the party giving such notice unless such rescission/revocation is expressly acknowledged and agreed to by the recipient party in writing in the recipient party's sole discretion.

d. In any event, regardless of the manner in which this Agreement is terminated, Attorney acknowledges and agrees that Attorney shall not be entitled to receive any further compensation from the County in the event this Agreement is terminated; provided that, Attorney shall be entitled to be paid for any unpaid compensation duly earned by Attorney under this Agreement up to the date of termination. Additionally, as required by paragraph 6 above, the termination of this Agreement, regardless of the manner of termination, shall not relieve Attorney from the obligation and duty to continue representing all persons whom Attorney was appointed to represent prior to the termination unless Attorney is expressly barred or prohibited from doing so by court order and/or the suspension/disbarment of Attorney from the practice of law in Washington.

e. If the County decides in its discretion to provide public defense representation in Benton County Superior Court through a County agency (such as an Office of Public Defense or similar entity) that would reduce or fully eliminate the need for continuing this Agreement with Attorney, the County will notify Attorney of the County's intentions in that regard as soon as reasonably practicable so that Attorney and the County can coordinate and pursue an appropriate transition. Upon receipt of such notice from the County, Attorney may apply to the County for available staff-attorney employment positions in such agency in accordance with the County's then-existing hiring and employment practices and policies; though Attorney understands and acknowledges that the hiring of Attorney to fill any such positions would not be automatic nor in any way guaranteed.

20. **INDEPENDENT CONTRACTOR.**Attorney fully understands, acknowledges, and agrees that Attorney shall not be an agent, representative, or employee of the County or the

Benton County Superior Court for any type of purpose or situation whatsoever (including, without limitation, for purposes of any type of wage, hours/overtime, workers/industrial insurance compensation, unemployment, fair labor, and/or employee benefit/leave laws, disability act coverage or rules, and/or regulations) and that Attorney, as of the date of this Agreement and throughout its entire term, is and will always be acting and operating as a fully independent contractor. In that regard, subject to Attorney's duties, responsibilities and obligations imposed under this Agreement, Attorney shall have sole and absolute discretion using Attorney's best professional legal judgment to determine the manner and means of providing the legal representation services required under this Agreement; and neither the County, the PDM, the Superior Court Administrator, nor the Benton County Superior Court shall have any authority or duty to directly control the actual performance of Attorney's professional services hereunder.

21. **NON-ASSIGNMENT AND TEMPORARY SUBSTITUTIONS.** Except as otherwise expressly provided in paragraphs 21.a. and 21.b. below, Attorney shall not allow or arrange for any other person to perform any of the services required by this Agreement, nor shall Attorney assign, subcontract out, or otherwise delegate any of Attorney's rights, responsibilities, or obligations under this Agreement.

a. Attorney and any of the other Benton County Criminal Defense Panel members may mutually agree to make temporary, substitute appearances for each other on routine docket matters and routine court hearings on an as-needed basis as approved by the court and by the person being represented (if that person has previously discussed the case with his/her appointed attorney). Any compensation or consideration (if any) to be paid or given by Attorney to the other Benton County Criminal Defense Panel members for such substitution(s) shall be a matter of direct negotiation and agreement between Attorney and said other panel members, and said other members shall not be entitled to receive any additional compensation from the County for such substitution(s).

b. In the event Attorney needs or desires to take up to a maximum of four (4) consecutive weeks (or such longer requested period of time as may be expressly pre-approved in writing by the PDM on a case-by-case basis, in his sole and absolute discretion) leave of absence from the practice of law and/or the requirements of representation under this Agreement during the term of this Agreement and is unable to obtain the assistance of the other Benton County Criminal Defense Panel members during such temporary absence, Attorney may seek and obtain the assistance of another Washington-licensed attorney to make temporary, substitute appearances for Attorney during such absence on routine docket matters and routine court hearings on an as-needed basis provided that Attorney and such other attorney jointly prepare, sign and file a written certification with the court (with a copy to be provided to the Superior Court Administrator and the PDM) in all such matters and hearings that expressly certifies that such other attorney has reviewed this Agreement and fully meets all criteria, qualifications, and requirements under this Agreement to render legal services to indigent persons and provided further that such temporary substitution is expressly authorized on the court record by the court and the particular person(s) being represented by Attorney who is/are affected by such substitution of legal counsel.

(i) Any compensation or consideration (if any) to be paid or given by Attorney to such other attorney for such substitution(s) shall be a matter of direct

negotiation and agreement between Attorney and such other attorney, and such other attorney shall not be entitled to receive any compensation from the County for such substitution(s).

(ii) Unless called to active military duty, Attorney shall be responsible to ensure that such other attorney fully complies with all terms and conditions of this Agreement during such temporary absence period (including, without limitation, the requirement to maintain the insurance coverage specified in paragraph 17 above), and Attorney shall be liable for any damages or losses sustained as a result of such other attorney's non-compliance with the terms and conditions of this Agreement.

c. In the event Attorney is called up for active military duty or for direct civilian support of active military operations, Attorney shall provide the PDM with written notice of such event within five (5) business days of Attorney being called up so that the PDM and Attorney can coordinate and arrange for an appropriate substitute attorney to handle Attorney's duties under this Agreement while Attorney is on military leave and any reasonable back-to-civilian-life transition time requested by Attorney upon return. Conditioned upon Attorney complying with said notice and cooperation requirements, Attorney shall be entitled to resume Attorney's contract duties hereunder upon written request to the PDM within a reasonable time after Attorney's return from active service, but Attorney shall receive no compensation under this Agreement while on leave or during any such transition time.

22. **VACANCY AND REPLACEMENT.** In the event this Agreement is terminated by either party prior to the expiration date specified in paragraph 1 above, the County may initiate, implement and pursue any actions or process deemed appropriate/necessary to seek, select, and contract with another qualified attorney to replace and succeed Attorney in representing indigent persons in Benton County Superior Court.

23. **OTHER APPOINTMENTS.** Attorney shall not enter into any contract/arrangement to perform criminal prosecution services in any court or jurisdiction. Subject to, and without limiting/waiving, Attorney's duties and obligations under this Agreement, Attorney may enter into a part-time contract/arrangement to receive public defense appointments in another court or jurisdiction, provided that, and on the indispensable condition that, Attorney's duties and obligations under said part-time contract/arrangement will not conflict with or interfere with Attorney's ability to timely and effectively perform Attorney's duties and obligations under this Agreement.Consistent with Attorney's status as an independent contractor, Attorney shall have sole and personal professional responsibility for ensuring that Attorney's obligations on other contracts or arrangements to receive public defense appointments, when combined with this Agreement, are fully in compliance with Washington State Standards for Indigent Defense including, but not limited to, the caseload standards contained therein.

24. **TEMPORARY JUDICIAL SERVICE.** Subject to, and without limiting/waiving, Attorney's duties and obligations under this Agreement, Attorney may temporarily serve as a judge pro tem in any capacity and under any circumstances except on any criminal cases pending before the Benton County Superior Court, provided that, and on the indispensable condition that, it would not conflict with or interfere with Attorney's ability to timely and effectively perform Attorney's duties and obligations under this Agreement. Any potential exceptions to

the foregoing limitation on Attorney serving as a judge pro tem would be strictly on a case-by-case basis and would be strictly subject to Attorney obtaining the PDM's prior express approval and authorization, which decision shall be decided on a case-by-case basis in the PDM's sole and absolute discretion.

25. **ENTIRE AGREEMENT.** This Agreement constitutes the entire integrated agreement and understanding of the undersigned parties. No amendment, modification or other type of change to this Agreement shall be valid or enforceable unless reduced to writing and signed by the parties.

26. **CAPTIONS; TIME COMPUTATION.**

a. The captions and headings herein are for convenience only and shall not be relied upon or used to interpret or construe this Agreement or any portion thereof.

b. Unless otherwise expressly specified herein, any period of time specified in this Agreement shall expire at 5:00 p.m. (PTZ) of the last calendar day of the specified period of time, unless the last day is Saturday, Sunday, or a legal holiday, as prescribed in RCW 1.16.050, in which event the specified period of time shall expire at 5:00 p.m. (PTZ) of the next business day. Unless otherwise expressly specified herein as being business days only, any period of time specified in this Agreement shall mean and be calculated to include calendar days.

27. **GOVERNING LAW.** This Agreement shall be exclusively construed under and interpreted consistent with the laws of the state of Washington.

28. **BINDING EFFECT.** Strictly subject to the above restrictions against assignment, subcontracting, or delegation, this Agreement shall be binding upon Attorney's heirs, legal/personal representatives, successors, and assigns.

29. **SEVERABILITY.** In the event that any one or more provisions contained in this Agreement shall, for whatever reason, be determined by arbitrationto be invalid, illegal or unenforceable in any respect, such invalid, illegal or unenforceable provision(s) shall not affect any other provision hereof, and this Agreement shall nevertheless be construed and enforced as if such invalid, illegal or unenforceable provision(s) were not contained herein.

30. **NON-WAIVER.** A party's express or implied consent to or waiver of any breach or default by the other party in the performance of such other party's obligations hereunder shall not be deemed or construed to be a consent to or waiver of any other breach or default in the performance by such other party of the same obligations or any other obligation(s) of such other party hereunder.

31. **DISPUTE RESOLUTION.**

a. The parties hereby specifically waive, release, and irrevocably relinquish any and all right to file a court lawsuit of any type to address any claims or dispute between the parties involving the performance or interpretation of this Agreement or that in any other way relate to, or arise from, this Agreement, and regardless of whether money damages, equitable relief, or any other type of relief is being sought. Provided, however, if necessary due to a party's disregard of and failure to abide by the non-judicial Dispute Resolution provisions contained in this paragraph 31, the other party may pursuecourt action to seek and obtain an order compelling and enforcingsuch Dispute Resolution provisions, and as part of such action and court order, the court shall order the party not complying with the requirements of such Dispute Resolution provisions to pay the other party's incurred attorney fees and costs.

b. Accordingly, in furtherance of the parties' above-stated agreement to submit any and all claims and disputes to non-judicial resolution, in the event any type of dispute arises between the parties involving the performance or interpretation of this Agreement, or that in any other way relates to, or arises from, this Agreement, either

party may then make written demand on the other party to submit the dispute to mediation through the assistance of an experienced mediator chosen by mutual agreement of the parties who must be a Washington-licensed attorney experienced in contract disputes. The mediation shall occur within thirty (30) days of the mediation demand, unless the parties mutually agree otherwise. The County shall pay one-half of the mediator's fees and expenses, and Attorney shall pay the other one-half of such fees and expenses.

c. In the event that mediation proves unsuccessful in resolving the dispute, the parties shall submit the dispute for resolution via binding arbitration pursuant to RCW Chapter 7.04A. A single arbitrator (who must be a Washington-licensed attorney experienced in contract disputes) shall be selected by agreement of the parties or, in the absence of agreement, each party shall select one (1) arbitrator (who must be a Washington-licensed attorney experienced in contract disputes) and those two (2) so selected arbitrators shall mutually select a third arbitrator (who must be a Washington-licensed attorney experienced in contract disputes). The County shall pay one-half of the fees and expenses of the arbitrator(s), and Attorney shall pay the other one-half of such fees and expenses. The provisions of RCW Chapter 7.04A and applicable Mandatory Arbitration Rules as adopted and implemented in Superior Court shall be binding as to procedure, except as to the right of appeal, which shall not be applicable. Within ten (10) business days after the unsuccessful mediation session, the arbitrator(s) shall be selected and designated, and the hearing shall be held within thirty (30) business days after designation of the arbitrator(s), unless the parties mutually agree otherwise. The arbitrator(s) shall render a written decision and award within ten (10) business days of such hearing. Without limitation, the arbitrator(s) may award damages, specific performance, and/or injunctive relief, and may register a judgment in Benton County Superior Court, including judgment by default. The most prevailing party shall be entitled to recover such party's reasonable attorneys' fees, costs and expenses from the other party as a part of the arbitration decision and award. In the event of suit or action to enforce an arbitration award, venue shall lie exclusively in Benton County Superior Court, and the most prevailing party in such suit or action shall be entitled to recover such party's reasonable attorneys' fees, costs and expenses from the other party.

32. **NOTICES.**

a. Any notices required or permitted to be given by Attorney to the County under this Agreement shall be in writing and shall be either personally delivered to the County's PDM at his below-stated office address;mailed to the County's PDM at his below-stated office address via certified U.S. mail, postage prepaid; or emailed to the County's PDM at the below-stated official email address for notices:

Eric Hsu, Public Defense Manager
Benton Office of Public Defense
7122 West Okanogan Place, Building A
Kennewick, WA 99336

OPDNotices@co.benton.wa.us

b. Any notices required or permitted to be given by the County to Attorney under this Agreement shall be in writing and shall be either personally delivered to Attorney at his/her below-stated business address; mailed to Attorney at his/herbusiness address set forth in paragraph 2.a above, via certified U.S. mail, postage prepaid; or emailed to Attorney at his/herbusiness email address set forth in paragraph 2.a.

c. Any such notices under this Agreement shall be deemed to have been duly given, made, and received when either personally delivered to the notice recipient in the manner described above; when duly deposited in the U.S. mail addressed to the recipient in the manner described above; or when emailed to the recipient in the manner described above. A party may change the address(es) to which notices are to be sent by giving notice of such change of address(es) in conformity with the above provisions of this paragraph for the giving of notice.

33. **LEGAL COMPLIANCE.** Attorney agrees to and shall strictly follow and comply with any and all federal, state, local, and administrative laws, rules, and regulations applicable to Attorney's pursuit and performance of activities under this Agreement. Without limitation in that regard, Attorney shall timely and fully pay all applicable taxes, fees, licenses, and other payments required by law; and Attorney shall fully comply with any and all anti-discrimination laws and policies including, without limitation, the County's policy that no person will be subjected to discrimination by the County or their contractors based on race, color, national origin, age, sex, marital status, sexual orientation, handicap/disability, personal background, creed, or political or religious affiliation.

34. **PUBLIC DEFENSE MANAGER.** Attorney acknowledges that the County has employed the above-referenced PDM to coordinate, monitor, and evaluate the performances and compliance of independent contractor attorneys (like Attorney) under public defense agreements with the County. Attorney further acknowledges that the County has the right and discretion to direct the PDM to assume and fulfill various roles and functions under this Agreement. Though the PDM will not have or attempt to exercise direct control over the manner and means in which Attorney provides legal services under this Agreement, Attorney agrees to reasonably cooperate with the PDM (and his designees), and to promptly comply with reasonable requests from the PDM (and/or his designees), to allow for the effective monitoring and evaluation of Attorney's performance under and in compliance with this Agreement.

33. **PERFORMANCE STANDARDS MONITORING**. The parties agree and acknowledge that the County, pursuant to its legal duty to provide effective and competent public defense representation, and needing a reasonable, effective and relatively objective way to gauge the effectiveness of contract public defenders, will, by and through its Office of Public Defense, monitor the effectiveness and competence of contract public defenders, including Attorney, by Performance Standards Monitoring ("Monitoring"). Attorney understands that her performance and eligibility for future contracts will be evaluated based on data collected through Monitoring and the County Office of Public Defense may, but is not obligated to, from time to time make known to Attorney any opportunities for improvement as observed through Monitoring efforts and/or issues that need to be addressed. Attorney further agrees to reasonably cooperate with County, its Office of Public Defense, and any staff from that office that are engaged in Monitoring efforts so that data collected through such efforts are accurate and timely. The actual Performance Standards to be monitored are contained in the Performance Standards Monitoring section, attached as Exhibit "A" to this Agreement, the

acknowledgement of which, by Attorney's affirmative signature, is required to fully execute this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Agreement on the date set forth below.

BENTON COUNTY

Date_____

_____
Chairman

_____
Commissioner

_____
Commissioner

Constituting the Board of County Commissioners for Benton County

Attest:

_____
Clerk of the Board

Approved as to Form and Content

_____
Eric Hsu
Public Defense Manager

ATTORNEY

Date 1-16-20

_____
Robert A. Moser, WSBA#32253
Not valid unless Performance Standards Monitoring Acknowledgment on following page is also signed.

EXHIBIT A

PERFORMANCE STANDARDS MONITORING

Attorney acknowledges that County will be engaging in Performance Standards Monitoring as more fully described in Section 34 of this Agreement and that said Monitoring will comprise of the following:

a. Metrics Monitoring will entail the collection of the following metrics specific to Attorney:

- Trials held and cases disposed of with favorable resolutions at trial readiness
- 3.5, 3.6 and other significant motions filed
- Motions filed under RCW 10.77 for competency evaluations
- Number of cases disposed of at trial readiness with dismissal or other comparable favorable result
- Number of cases where investigative services were requested
- Number of visits to incarcerated clients in Benton County Jail
- Number of client complaints

b. Court Observation Monitoring will also entail direct observation of Attorney's performance in court (including, but not limited to pre-trial dockets, motion dockets and trials) by Benton County Office of Public Defense Supervisory Staff to evaluate, among other things:

- Attorney's preparedness and readiness
- Attorney's interactions with clients
- Attorney's ability and willingness to advocate to the court on behalf of clients

Attorney acknowledgment:

_____

I understand and acknowledge that Benton County will utilize the Performance Standards Monitoring as set out in this Exhibit to my public defense contract to evaluate my effectiveness as a public defender and that contract decisions, such as renewals, extensions, caseload increases, or assignment to other public defense duties will be made with reference to the results of such Performance Standards Monitoring.

AGENDA ITEM **MTG. DATE:** February 11, 2020 **SUBJECT:** Final Plat of Bridlewood - SUB 2019-006 **MEMO DATE:** February 3, 2020 **Prepared By:** Greg Wendt	**TYPE OF ACTION NEEDED** Execute Contract Pass Resolution X Pass Ordinance Pass Motion X Other	Consent Agenda **X** Public Meeting 1st Discussion 2nd Discussion Other

BACKGROUND INFORMATION

On August 27, 2019, the Benton County Board of County Commissioners approved the preliminary plat of Bridlewood - SUB 2019-006, a subdivision of approximately 9.99 acres into 9 residential lots with an average lot size of 45,205 square feet. The proposed preliminary plat is generally located south of I-82, along the north side of S Sagebrush Road at the Summit View Drive and S. Sagebrush Road intersection (Parcel # 109881030001001).

The preliminary plat was approved subject to eight (8) Findings of Fact and seven (7) Conditions of Approval. Those seven (7) conditions have been completed for the Final Plat of Bridlewood and the final plat is being submitted to the Board for their approval and signature.

SUMMARY

All the conditions of approval have been satisfied and all signatures have been obtained. It has been determined that the following standards have been met:

1. The final plat is consistent with the preliminary plat;
2. The final plat includes all of the information required by BCC 9.07.080;
3. All changes and conditions imposed on the preliminary plat approved by the Board have been made and complied with; and
4. All applicable requirements of the state law and this title have been satisfied.

The Final Plat of Bridlewood is ready for signature by the Chairman of the Board of County Commissioners.

RECOMMENDATION

It is the recommendation of the Benton County Planning Department that the Final Plat of Bridlewood - SUB 2019-006 be approved and the Board sign the attached resolution authorizing the chairman to sign the final plat.

FISCAL IMPACT

Maintenance of new county roads.

MOTION

The Board of County Commissioners approves the Final Plat of Bridlewood - SUB 2019-006 and the Chairman so indicate by signing the final plat.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON
IN THE MATTER OF COUNTY PLANNING RE: THE FINAL PLAT OF BRIDLEWOOD - SUB 2019-006

WHEREAS, on August 27, 2019, the Board of County Commissioners approved the preliminary plat of Bridlewood - SUB 2019-006; and,

WHEREAS, on Tuesday, February 11, 2020, in the Commissioners Meeting Room, third floor, Courthouse, Prosser, Washington at a public meeting, the Board of County Commissioners considered the final plat of Bridlewood - SUB 2019-006; and,

WHEREAS, the Board of County Commissioners have reviewed the Planning Department's recommendation and have determined the following standards have been met:

1. The final plat is consistent with the preliminary plat;
2. The final plat includes all of the information required by BCC 9.07.080;
3. All changes and conditions imposed on the preliminary plat approved by the Board have been made and complied with; and
4. All applicable requirements of the state law and this title have been satisfied.

WHEREAS, the applicant for final plat approval has completed all the required conditions of approval for the proposed final plat of Bridlewood - SUB 2019-006 and has obtained all required signatures; and

WHEREAS, it appears to be in the public's best interest to approve said final plat of Bridlewood - SUB 2019-006, NOW THEREFORE,

BE IT RESOLVED that the final plat of Bridlewood - SUB 2019-006 is hereby approved and the Chairman so indicate by signing the plat.

Dated this 11th day of February 2020.

_____
Chairman of the Board

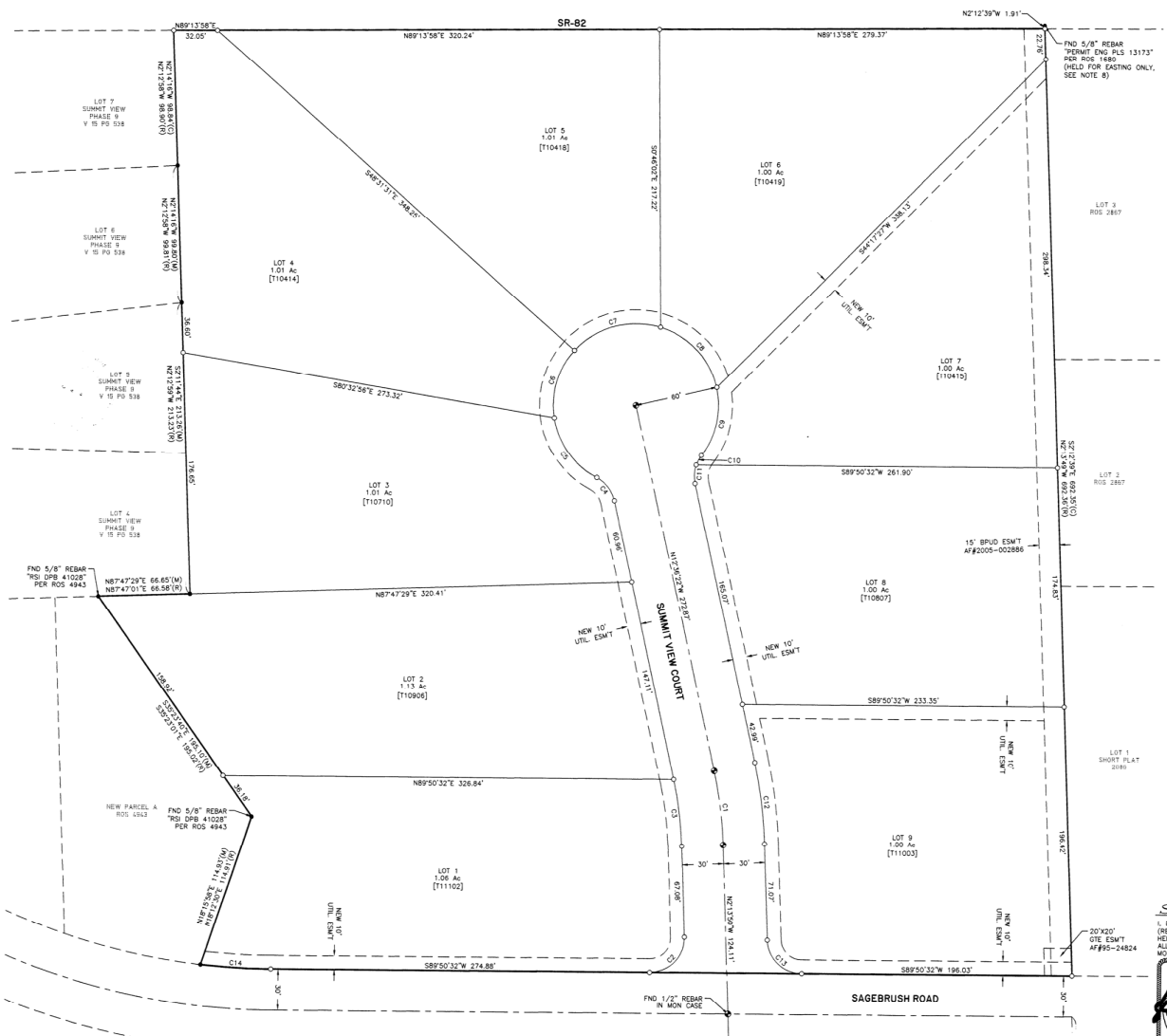
_____
Member

_____
Member

Constituting the Board of County
Commissioners of Benton County
Washington.

Attest.....
Clerk of the Board
Pln-1/Pub Wrks

GW/djh



Curve Table					
CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CHORD
C1	54.33	300.00	10°22'32"	N7°25'06"W	54.25
C2	40.17	25.00	92°04'22"	S43°48'21"W	35.99
C3	48.89	270.00	10°22'32"	S7°25'06"E	48.83
C4	21.68	25.00	49°40'47"	S37°26'46"E	21.00
C5	55.20	60.00	52°42'29"	S35°55'55"E	53.27
C6	53.46	60.00	51°03'10"	S15°56'54"W	51.71
C7	68.29	60.00	65°12'56"	S74°04'58"W	64.67
C8	63.02	60.00	60°10'38"	N43°13'15"W	60.16
C9	52.58	60.00	50°12'21"	N11°58'14"E	50.91
C10	7.95	25.00	18°13'49"	N2°57'31"E	7.92
C11	13.72	25.00	31°26'58"	N3°07'07"E	13.55
C12	59.76	330.00	10°22'32"	N7°25'06"W	59.68
C13	38.37	25.00	87°55'38"	N46°11'39"W	34.71
C14	51.12	470.00	6°13'55"	S87°01'41"E	51.10

FINAL PLAT OF BRIDLEWOOD

LOCATED IN A PORTION OF SE1/4 NE1/4 SECTION 9, TOWNSHIP 8 NORTH, RANGE 28 EAST, W.M. BENTON COUNTY, WASHINGTON

LEGAL DESCRIPTION

TRACT H, SUMMIT VIEW PHASES 9 AND 10, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 538, RECORDS OF BENTON COUNTY, WASHINGTON.

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT H; THENCE NORTH 2°12'59" WEST 169.05 FEET ALONG THE WEST LINE OF SAID TRACT H; THENCE SOUTH 35°23'01" EAST 73.32 FEET; THENCE SOUTH 18°12'50" WEST 114.91 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH THAT PORTION OF LOT 1, PHASE 9, PLAT OF SUMMIT VIEW PHASES 9 AND 10, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 538, RECORDS OF BENTON COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 2°12'59" WEST 169.05 FEET ALONG THE EAST LINE OF SAID LOT 1 TO THE TRUE POINT OF BEGINNING; THENCE NORTH 35°23'01" WEST 121.70 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1; THENCE NORTH 87°47'01" EAST 66.58 FEET ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 2°12'59" EAST 101.87 FEET TO THE TRUE POINT OF BEGINNING.

SURVEYOR'S NOTES:

1. BASIS OF BEARINGS IS GRID, US STATE PLANE NAD 83/2011, BASED ON RTK GNSS OBSERVATIONS.
2. (M) = MEASURED (R) = RECORD (C) = COMPUTED.
3. ○ =DENOTES SET 5/8"x24" REBAR WITH ORANGE PLASTIC CAP STAMPED "RSI DPB 41028".
4. ⊗ =DENOTES 5/8" REBAR W/ 2.5" ALUMINUM CAP IN MONUMENT CASE STAMPED "ROGERS SURVEYING INC 41028".
5. ● =DENOTES FOUND 5/8" REBAR "RSI JAB 21384" OR MONUMENT AS NOTED.
6. EQUIPMENT AND PROCEDURES USED: MULTI FREQUENCY GNSS RECEIVERS UTILIZING REAL TIME KINEMATIC METHODS.

SURVEYOR'S CERTIFICATION

I, DAVID P. BAALMAN, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON (REGISTRATION NO. 41028) HEREBY CERTIFY THAT THE PLAT OF BRIDLEWOOD, AS SHOWN HEREON IS BASED UPON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED AND THAT ALL ANGLES, DISTANCES, AND COURSES ARE CORRECTLY SHOWN AND THAT THE MONUMENTS HAVE BEEN SET AND THE LOT CORNERS STAKED AS SHOWN ON THE PLAT.

DAVID P. BAALMAN
STATE OF WASHINGTON
41028 REGISTERED PROFESSIONAL LAND SURVEYOR

DAVID P. BAALMAN

1-8-2020
DATE

AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF TRI-CITY DEVELOPMENT CORPORATION RECORDED IN VOLUME_____OF PLATS,

PAGE _____ , RECORDS OF BENTON COUNTY, WASHINGTON, AT _____MINUTES PAST _____ M., THIS _____

DAY OF _____, 20___ A.D

LAND ADJACENT TO SUCH DEDICATED ROAD RIGHT OF WAYS BY THE ESTABLISHED CONSTRUCTION, DRAINAGE AND MAINTENANCE OF SAID DEDICATED ROAD RIGHT OF WAYS.

Geoffrey T. Clark
GEOFFREY T. CLARK, AUTHORIZED REPRESENTATIVE OF
TRI-CITY DEVELOPMENT CORPORATION

ACKNOWLEDGMENT

STATE OF WASHINGTON
COUNTY OF BENTON } S.S.

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT GEOFFREY T. CLARK IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE President OF TRI-CITY DEVELOPMENT CORPORATION TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: January 8, 2020
SIGNATURE: Michelle Cullen
TITLE: NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON RESIDING AT: Franklin Co.
MY APPOINTMENT EXPIRES: 11/16/23

MICHELLE CULLEN
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
NOVEMBER 16, 2023

NOTARY STAMP (BLACK INK ONLY)

NOTES

1. THE USE OF ON-SITE SEWAGE SYSTEMS MAY BE CONTINGENT UPON THAT LOT PASSING ADDITIONAL SOIL INSPECTIONS/PERCOLATION TESTS, AND/OR OTHER REQUIREMENTS AT A LATER DATE.
3. NO BUILDING OR FAS PERMIT WILL BE ISSUED FOR ANY LOT WITHIN THIS PLAT UNTIL A ROAD APPROACH PERMIT IS OBTAINED FROM THE BENTON COUNTY ROAD DEPARTMENT.
4. NOT LOT SHALL HAVE DIRECT ACCESS TO SAGEBRUSH ROAD.
5. BENTON COUNTY IS NOT RESPONSIBLE FOR THE MAINTENANCE OR THE UPKEEP OF ANY STORMWATER RETENTION FACILITY OR DRAINAGE EASEMENTS. ALL SUCH MAINTENANCE AND UPKEEP ARE THE RESPONSIBILITY OF THE UNDERLYING PROPERTY OWNER.
6. PRIOR TO THE CONSTRUCTION OF ANY DRIVEWAY OR THE ISSUANCE OF ANY BUILDING PERMIT FOR ANY LOT WITHIN THIS SUBDIVISION THE PROPERTY OWNER SHALL OBTAIN A ROAD APPROACH PERMIT FROM THE BENTON COUNTY PUBLIC WORKS DEPARTMENT AND INSTALL THE REQUIRED TEMPORARY CONSTRUCTION ACCESS.
7. NO TREES, SHRUBS, WEEDS, FENCING OR OTHER OBSTRUCTIONS MORE THAN 24 INCHES IN HEIGHT ARE PERMITTED WITHIN BENTON COUNTY RIGHT-OF-WAY.
8. PROPERTY OWNERS THAT INSTALL GRASS, CURBING, ROCK MULCH OR OTHER LANDSCAPING WITHIN THE COUNTY RIGHT-OF-WAY DO SO AT THEIR OWN RISK. THE COUNTY WILL NOT REPAIR OR REPLACE DAMAGED LANDSCAPING DUE TO CONSTRUCTION OR MAINTENANCE OPERATIONS.
9. ALL LOTS WITHIN SUBDIVISION ARE SUBJECT TO A THREE THOUSAND FIVE HUNDRED ($3,500) TRAFFIC MITIGATION FEE. SUCH FEE SHALL BE DUE AND PAYABLE PRIOR TO ISSUANCE OF ANY BUILDING PERMIT.
10. DURING CONSTRUCTION ON EACH PROPERTY, ALL CONSTRUCTION DEBRIS SHALL BE MAINTAINED ON-SITE AND PROPERLY DISPOSED OF. DUST CONTROL MEASURES INCLUDING AN ADEQUATE WATER SUPPLY SHALL BE PROVIDED.

BENTON COUNTY, WASHINGTON

BENTON COUNTY APPROVALS

THE ANNEXED PLAT IS HEREBY APPROVED BY AND FOR THE COUNTY OF BENTON, STATE OF WASHINGTON.

BENTON COUNTY ENGINEER — DATE 1/13/2020

CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS — DATE

CHAIRMAN, BENTON COUNTY PLANNING COMMISSION — DATE 1/31/2020

BENTON FRANKLIN HEALTH DISTRICT — DATE 1/10/2020

UTILITY APPROVALS

THE UTILITY EASEMENTS SHOWN HEREON ARE APPROVED BY THE UTILITIES:

Virginia Gibson — BENTON P.U.D. NO. 1 — Designer — TITLE — 1-9-2020 — DATE

CHARTER COMMUNICATIONS — Construction — TITLE — 1-10-2020 — DATE

SUMMIT VIEW WATER WORKS — Manager — TITLE — 1-8-2020 — DATE

TREASURER'S CERTIFICATE

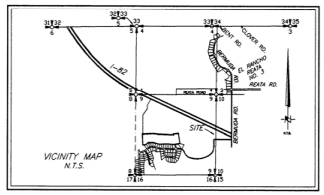
I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR 20___. PARCEL NO. 1-0988-103-0001-001

BENTON COUNTY TREASURER — DATE

BENTON COUNTY ASSESSOR — DATE

USABLE AREA TABLE	
LOT NUMBER	USABLE AREA *
LOT 1	41,642 SQ FT
LOT 2	44,744 SQ FT
LOT 3	42,353 SQ FT
LOT 4	43,383 SQ FT
LOT 5	43,127 SQ FT
LOT 6	42,748 SQ FT
LOT 7	35,673 SQ FT
LOT 8	39,148 SQ FT
LOT 9	34,637 SQ FT

* USABLE AREA FOR ON SITE SEPTIC COMPUTATIONS PER HEALTH DEPARTMENT REQUIREMENTS, WHICH EXCLUDES AREAS WITHIN EASEMENTS. THERE ARE NO AREAS OF GREATER THAN 15% SLOPE OUTSIDE THE ROAD RIGHT OF WAY.



DONALD P. BAALMAN
NO. 13025
REGISTERED
PROFESSIONAL LAND SURVEYOR

1-8-2020
DATE

SHEET 2 OF 2

RSI ROGERS SURVEYING INC., P.S.
1455 COLUMBIA PARK TRAIL
RICHLAND, WA. 99352
PHONE (509) 783-4141
FAX: (509) 783-8994
www.rogerssurveying.com

35419-PLAT.DWG 11-17-19 DRB

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: Feb. 11, 2020	**Execute Contract**	**X**	**Consent Agenda**	**X**
Subject: Prof. Service Contract w/ Lourdes Health for Mental Health Srvs.	**Pass Resolution**	**X**	**Public Hearing**	
	Pass Ordinance		**1st Discussion**	
	Pass Motion		**2nd Discussion**	
Prepared by: L. Small	**Other**		**Other**	
Reviewed by: Ryan Lukson				

BACKGROUND INFORMATION/ SUMMARY

Resolution 2019-181 dated February 26, 2019, the Board of Benton County Commissioners authorized the Benton County Sheriff to sign the Memorandum of Understanding between Benton County Jail, Lourdes Hospital LLC, dba/Lourdes Counseling Center (LCC), and Greater Columbia Behavior Health ASO (GCBH) for the purpose of defining the working relationship between LCC's contractual arrangement with GCBH for providing services to inmates with mental illness incarcerated within the Benton County Jail, with a term expiring August 30, 2020.

GCBH paid LCC for said services as a state funded program and the funding for this program was cut by the State down to $6,682.50/month leaving a balance of approx. $11,922/month that was not paid for the services LCC continued to provide within the Benton County jail.

Resolution 2019-930 dated December 17, 2019, the Board of Commissioners authorized payments to Lourdes Health for mental health services in the amount of $11,922.00 per month starting July 1, 2019 up until a contract between Benton County and Lourdes Hospital, LLC dba/Lourdes Health was fully executed.

Attached is a professional service contract between Benton County and Lourdes Health to continue the mental health services within the jail as further outlined in the attached contract for an overall contract amount of $252,019.32.

RECOMMENDATION

Approve the professional service contract between Benton County and Lourdes Health to continue the mental health services within the jail as further outlined in the attached contract for an overall contract amount of $252,019.32.

APPROVED AS TO FORM

Ryan Lukson, DPA

FISCAL IMPACT

Said expenditure shall be paid out of the Benton County Corrections Department PST fund.

MOTION

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A PROFESSIONAL SERVICE CONTRACT BETWEEN BENTON COUNTY AND LOURDES HOSPITAL, LLC DBA/ LOURDES HEALTH TO PROVIDE MENTAL HEALTH SERVICES AT THE BENTON COUNTY JAIL; RESCINDING RESOLUTION 2019-181

WHEREAS, per Resolution 2019-181 dated February 26, 2019, the Board of Benton County Commissioners authorized the Benton County Sheriff to sign the Memorandum of Understanding between Benton County Jail, Lourdes Hospital LLC, dba/Lourdes Counseling Center (LCC), and Greater Columbia Behavior Health ASO (GCBH) for the purpose of defining the working relationship between LCC's contractual arrangement with GCBH for providing services to inmates with mental illness incarcerated within the Benton County Jail, with a term expiring August 30, 2020; and

WHEREAS, GCBH paid LCC for said services as a state funded program and the funding for this program was cut by the State down to $6,682.50/month leaving a balance of approx. $11,922/month that was not paid for the services LCC continued to provide within the Benton County jail; and

WHEREAS, per Resolution 2019-930 dated December 17, 2019, the Board of Commissioners authorized payments to Lourdes Health for mental health services in the amount of $11,922.00 per month starting July 1, 2019 up until a contract between Benton County and Lourdes Hospital, LLC dba/Lourdes Health was fully executed; and

WHEREAS, attached is a professional service contract between Benton County and Lourdes Health to continue the mental health services within the jail as further outlined in the attached contract for an overall contract amount of $252,019.32; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the attached professional service contract between Benton County and Lourdes Lourdes Hospital, LLC, dba/ Lourdes Health to provide services to inmates with mental illness incarcerated within the Benton County Jail for an overall contract amount of $252,019.32; and

BE IT FURTHER RESOLVED, the attached professional service contract shall commence July 1, 2019 and expire December 31, 2020; and

BE IT FURTHER RESOLVED, the attached professional service contract supersedes and replaces the MOU entered into between the parties effective September 1, 2018 and Resolution 2019-181 is hereby rescinded.

Orig: BCCD
cc: Auditor, S. Godinez, Lourdes Health

Prepared by: L. Small

Dated this _____ day of _____, 2020.

_____
Chairman of the Board

_____
Member

Attest.....
Clerk of the Board

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington

Orig: Sheriff's Office
cc: Auditor, S. Godinez, Lourdes Health

Prepared by: L. Small

BENTON COUNTY
PROFESSIONAL SERVICES CONTRACT

TERMS AND CONDITIONS

THIS PROFESSIONAL SERVICES CONTRACT (hereinafter the "Contract"), is made and entered into by and between **BENTON COUNTY,** a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **BENTON COUNTY CORRECTIONS DEPARTMENT**, with its principal offices at 7122 W Okanogan Place, Bldg. B, Kennewick, WA 99336 (hereinafter "COUNTY"), and **LOURDES HOSPITAL, LLC**, a Delaware limited liability company, dba/ **LOURDES HEALTH**, with its principal offices at 520 North 4th Avenue, Pasco, WA 99301 (hereinafter "CONTRACTOR").

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. CONTRACT DOCUMENTS

This Contract consists of the Terms and Conditions and the following document:

a. Exhibit A – Budget for Monthly Salary and Benefits

2. DURATION OF CONTRACT

The term of this Contract shall begin July 1, 2019 and shall expire on December 31, 2020. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services for the Benton County Jail:

a. The CONTRACTOR shall coordinate with local law enforcement, courts and jail personnel to ensure that they are meeting the needs of individuals detained in the jail.

b. CONTRACTOR will provide on-site mental health evaluations to individuals who appear to be experiencing behavioral health problems or who have a known history of mental illness. CONTRACTOR will provide

recommendations to the COUNTY based on the results of the evaluation. Recommendations may include but are not limited to: custody management recommendations, development of alternative service plans (alternative to the jail) for submission to the courts (plans will incorporate evidence-based risk assessment screening tools), referrals to the Designated Crisis Responder for an Involuntary Treatment Act evaluation and referrals to the mental health prescriber.

c. CONTRACTOR may receive requests for mental health services directly from Judges/courts, Eastern State Hospital, inmates, Jail Medical, or Corrections staff. CONTRACTOR may assist individual inmates with coping skills, psychoeducation, and\or community resources. The Contractor shall conduct an evaluation of these individuals as appropriate and provide transition services as needed prior to their release from jail.

d. CONTRACTOR, within available resources, may assist with or provide treatment groups for inmates at the COUNTY focused on psychoeducation, coping skills and\or community resources.

e. CONTRACTOR will participate in weekly Multi-Disciplinary Team Meetings and will assist in developing care plans for inmates with complex needs to help ensure proper management and care.

f. CONTRACTOR may provide behavioral health trainings to Corrections Staff to assist with the understanding and management of behavioral health conditions. Trainings shall include deescalation, crisis intervention and similar training topics.

g. Within available resources Contractor will perform daily cross-reference between new booking and the Data Store to identify newly booked persons.

h. CONTRACTOR will provide on-site and in community transitional services to individuals with mental illness and\or co-occuring disorders to expedite, facilitate, and coordinate successful return into the community. These services may be provided up to 90 days post release. Pre-release services shall include:

    1. Mental health and Substance Use Disorder (SUD) screening for Individuals who display behavior consistent with a need for such screening or who submit a Hail Kite requesting services, or have

been referred by jail staff, or officers of the court.

2. Mental health assessments for persons identified during the mental health screening as a seriously disturbed person as defined by RCW 71.24.025.

3. Facilitation of expedited medical and financial eligibility determination with the goal of immediate access to benefits upon release from incarceration.

4. Other prudent pre-release and pre-trial case management and transition planning.

5. Post-release outreach to ensure follow-up for mental health and other services (e.g. substance abuse) to stabilize Individuals in the community.

6. Coordination of substance use assessments, discharge planning with current providers, assistance with housing options,coordinating or providing transportation, and scheduling behavioral health appointments.

7. CONTRACTOR shall assist inmates with mental illness and\or co-occuring disorders in completing and submitting an application for medical assistance, or coordination of the re-activation of Medicaid benefits if those benefits were suspended while the individual was incarcerated, which may involve coordinating the submission of a prior-authorization with the managed care organizations.

i. The CONTRACTOR agrees to provide its own labor. BENTON COUNTY shall provide office space which will include computers, phones, monitors, keyboards, mouses, and printers adequate in numbers for the CONTRACTOR to perform their job funcions. BENTON COUNTY will make available private interview rooms for the CONTRACTOR in order to complete assessments in compliance with HIPPA. Unless otherwise provided in this Contract, no other material, labor, or facilities will be furnished by the COUNTY.

j. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.

k. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the

parties. Final approval of the schedule shall be made by the jail administrative staff.

l. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. As reasonably requested by the COUNTY, the CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary.

4. POPULATION SERVED:

All inmates with a behavioral health concern in the COUNTY Jail are eligible for jail mental health services. There are no restrictions to services based on Medicaid or other insurance eligibility. Contract inmates are to be treated equal to local inmates with no restrictions on access to jail mental health services.

5. AVAILABILITY OF SERVICES:

Services will be provided Monday-Friday from 0730 until 1800, COUNTY mental health services will not be provided on days that are recognized as an agency holiday. Services outside of these hours may occur for special circumstances and based on the needs of the jail.

6. EXPECTED CONSUMER OUTCOMES:

It is expected that by providing these services CONTRACTOR will promote the resiliency and recovery of individuals receiving jail mental health services. By supporting the legal system in identifying individuals with behavioral health needs CONTRACTOR'S goal is to ensure that individuals are provided the right type and intensity of services in the most appropriate setting. CONTRACTOR will coordinate with the judicial system on identification of individuals who would be better served in a behavioral health setting and coordinate diversionary efforts to this end. CONTRACTOR will also meet with all inmates who have been identified as needing assistance with behavioral health services and provide pre-release planning, referrals and follow up as needed to ensure proper service connection once released from confinement. CONTRACTOR will also provide inmate with basic coping skills and psychoeducation regarding their mental illness in an effort to reduce behavioral health symptoms for individuals in the jail.

7. STAFF:

CONTRACTOR will provide by or under the supervision of WAC

qualified Mental Health Professionals. All CONTRACTOR staff will be registered as Affiliated Counselors under Chapter 18.19.090 RCW, or have an active social services Licensure credential. CONTRACTOR'S staff receives annual training in safety and crisis prevention/intervention and other clinical issues. All CONTRACTOR'S staff are evaluated by the program manager to assure that they demonstrate competency to perform their duties. Staffing shall include the positions as outlined in Exhibit A attached hereto.

8. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

a. For CONTRACTOR:

Name: Rob Monical, Lourdes Health, CEO
Address: 520 N. 4th Ave,
Pasco, WA 99301
Phone: (509)547-7704
E-mail: RMonical@lourdesonline.org

b. For COUNTY:

Name: Joshua Shelton, Jail Captain
Address: 7122 W Okanogan Place, Bldg. B,
Kennewick, WA 99336
Phone: 509) 783-1451
E-mail: Joshua.Shelton@co.benton.wa.us

9. COMPENSATION

For the services performed hereunder, the CONTRACTOR shall be paid as follows:

a. A rate of an amount not to exceed eleven thousand nine hundred twenty-one dollars and seventy nine cents ($11,921.79) per each month for services delivered for the time period of July 1, 2019 through February 29, 2020. This rate is in effect for staff and other expenditures in accordance with Exhibit A attached hereto.

b. A rate of fifteen thousand six hundred and sixty-four

dollars and fifty cents ($15,664.50) per each month effective March 1, 2020. This rate is in effect for staff and other expenditures in accordance with Exhibit A attached hereto.

c. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed two hundred fifty-two thousand nineteen dollars and thirty-two cents ($252,019.32).

d. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.

e. The CONTRACTOR may submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.

f. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been substantially performed in accordance with this Contract.

g. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.

h. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

10. AMENDMENTS AND CHANGES IN WORK

a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by both parties.

11. HOLD HARMLESS AND INDEMNIFICATION

a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents, from and against any and all claims, actions, suits, liabilities, losses, 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, arising in connection with the work performed under this Contract (hereinafter "Damages"). PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to Damages caused by or arising out of the negligence of the COUNTY or its officers, officials, employees, or agents, and in such event, the CONTRACTOR's liability hereunder shall be only to the extent of the CONTRACTOR's negligence.

b. In any and all claims against the COUNTY and its officers, officials, employees, and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR

expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 11 shall survive termination and expiration of this Contract.**

c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the CONTRACTOR or the CONTRACTOR'S employees, agents, or subcontractors.

12. INSURANCE

a. **Professional Liability Insurance:** Prior to the start of work under this Contract, the CONTRACTOR shall secure and maintain at its own expense Professional Liability Insurance appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than one million dollars ($1,000,000) each claim and three million dollars ($3,000,000) in the aggregate. Such insurance must be provided by an insurance carrier with a Best's Rating of not less than A-VII.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract. If the policy is claims made, the retroactive date shall be prior to or coincident with the effective date of this Contract. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. CONTRACTOR shall annually provide COUNTY with proof of all such insurance. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of 36 months after the completion of work. CONTRACTOR shall annually provide COUNTY with

proof of all such insurance.

b. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. CONTRACTOR shall submit a copy of its certificate of coverage from the Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation, employer's liability, commercial liability or commercial umbrella liability insurance.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTY incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTY. Indemnity shall include all fines, payment of benefits to CONTRACTOR or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to COUNTY by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTY to CONTRACTOR for performance of this Contract.

c. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CONTRACTOR from claims for wrongful death, bodily injury, personal injury and property damage, which may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

$2,000,000 General Aggregate
$1,000,000 Products/Completed Operations Aggregate
$1,000,000 Personal Injury and Advertising Injury
$1,000,000 Each Occurrence

The commercial general liability policy must contain an endorsement naming the COUNTY and its elected and appointed officials, employees, and agents as an Additional Insured and an endorsement that specifically states that CONTRACTOR's commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTY.

The CONTRACTOR will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 11. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

CONTRACTOR shall also provide Stop Gap Employer's Liability Insurance coverage with minimum limits as follows:

$1,000,000 Each Accident
$1,000,000 Policy Limit for Disease
$1,000,000 Each Employee for Disease

d. **Automobile Liability**: The CONTRACTOR shall maintain, during the life of this Contract, Commercial Automobile Liability Insurance (CA0001), or equivalent coverage, in the amount of not less than one million dollars ($1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations are by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR. Commercial Auto Liability Insurance shall include coverage for any owned, non-owned, and hired autos. Covered auto shall be designated as "Symbol 1" any auto. CONTRACTOR waives all rights against the COUNTY for the recovery of damages to the extent they are covered by Commercial Auto Liability Insurance.

e. **Other Insurance Provisions:**

1. The CONTRACTOR's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY and its elected and appointed officers, officials, employees, and agents.

2. The CONTRACTOR's liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.

4. The CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.

7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract, except for professional liability under Section 12(a), shall be written on an Occurrence Policy form.

f. **Verification of Coverage and Acceptability of Insurers:**

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington that have an A.M. Best's

rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than Professional Liability, Auto Liability and Workers' Compensation, shall specifically include the COUNTY as an "Additional Insured" and shall not be reduced or canceled without thirty(30) days written prior notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY and its elected and appointed officials, employees, and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.

2. Certificates of Liability Insurance must be provided to the COUNTY's Contract Representative referenced in Section 8.b.

3. All written notices under this Section 12 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 8.b.

4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336

13. <u>TERMINATION</u>

a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving sixty (60) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of termination specified in the notice. Payment

shall be made in accordance with the Compensation Section of this Contract.

b. The CONTRACTOR may terminate this Contract in whole or in part whenever the CONTRACTOR determines, in its sole discretion, that such termination is in the best interests of the CONTRACTOR. The CONTRACTOR may terminate this Contract upon giving ninty (90) days written notice by certified mail to the COUNTY. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of termination specified in the notice. Payment shall be made in accordance with the Compensation Section of this Contract.

c. In the event that funding for this sevice is withdrawn, reduced, or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the termination effective date, no charges incurred under this Contract shall be allowed.

d. If either party breaches any of its obligations hereunder and fails to cure the breach within ten (10) days of written notice to do so by the other party, the non-breaching party may immediately terminate this Contract by so notifying the breaching party, in which case payment shall be made for services performed in accordance with the Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

14. <u>ASSIGNMENT, DELEGATION, AND SUBCONTRACTING</u>

a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY. Notwithstanding the foregoing, CONTRACTOR may freely assign this Contract or delegate all or part of its

obligations to any affiliate or successor in interest, without the consent of COUNTY. For the avoidance of doubt, COUNTY's consent is not required for an assignment of this Contract in connection with a sale or other disposition of substantially all of the assets of CONTRACTOR or subsequent sale by CONTRACTOR's successor in interest.

b. The CONTRACTOR warrants that it has not paid nor, has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

15. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

16. INDEPENDENT CONTRACTOR

a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 9 of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.

c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives.

No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTY.

d. CONTRACTOR shall pay for taxes, fees, licenses, or payments required by federal, state, or local law which are now or may be enacted during the term of this Contract as they relate to the services performed pursuant to this Contract by its employees.

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract if such employee or agent is disruptive to COUNTY's business, fails to provide services in accordance with standard industry practice, or is a threat to patient safety, upon receipt of a written request from COUNTY setting forth the details triggering such request from the COUNTY'S Contract Representative, or designee.

17. COMPLIANCE WITH LAWS

The COUNTY AND CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Contract.

18. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating solely to the performance of this Contract. The CONTRACTOR shall keep all records required by this Contract for six (6) years after termination of this Contract for audit purposes.

19. NONDISCRIMINATION

The CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of age, sex, marital status, sexual orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, or any other protected status.

20. OWNERSHIP OF MATERIALS/WORKS PRODUCED

a. All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in

the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless there from to the extent such use is not agreed to in writing by the CONTRACTOR.

b. An electronic copy of all word processing documents shall be submitted to the COUNTY upon request or at the end of the job using the word processing program and version specified by the COUNTY.

21. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents, from and against any claimed action, cause, or demand brought against the COUNTY, where such action is based on the claim that information supplied by the CONTRACTOR or subcontractor infringes any patent or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTY of any notice of such claim.

22. DISPUTES

Disputes between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled, or other appropriate action promptly taken.

23. CONFIDENTIALITY

The CONTRACTOR and the COUNTY, and each of their relevant employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the other party or acquired by the other party in performance of this Contract, except upon the prior written consent of the disclosing party or an order entered by a court of competent jurisdiction. The recipient party shall promptly give the disclosing party written notice of any judicial proceeding seeking disclosure of such information.

24. CHOICE OF LAW, JURISDICTION AND VENUE

a. This Contract has been and shall be construed as having been made and delivered within the State of Washington,

and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

25. SUCCESSORS AND ASSIGNS

The COUNTY, to the extent permitted by law, and the CONTRACTOR each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

26. SEVERABILITY

a. If a court of competent jurisdiction holds any part, term, or provision of this Contract to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

27. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded. This Contract supersedes and replaces the MOU entered into between the parties effective September 1, 2018, Benton County Resolution No. 2019-181.

28. NOTICES

Any notices provided under this Contract shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the

mailing addresses set out in Section 8 of this Contract. Notice may also be given via e-mail to the Contract Representatives' e-mail addresses identified in Section 8 of this Contract, with the original notice to follow by regular mail. Notice shall be deemed to be given three (3) days following the date of mailing or immediately if personally served. For service by e-mail, service shall be effective at the beginning of the next working day.

29. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, indemnification provisions (Sections 11 and 21); extended reporting period requirements for professional liability insurance (Section 12(a)); inspection and keeping of records and books (Section 18); litigation hold notice (Section 30); Public Records Act (Section 31); and confidentiality (Section 23).

30. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section 18 of this Contract may be of evidentiary value; the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out above in Section 18.

31. PUBLIC RECORDS ACT

CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, RCW 42.56 *et seq*. Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTY may be required by virtue of that Act to disclose any records actually in its possession or in CONTRACTOR's possession. This may include records provided to the COUNTY by CONTRACTOR that CONTRACTOR regards as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTY that it regards as confidential or proprietary, CONTRACTOR agrees to conspicuously mark the records as such. CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by

virtue of COUNTY'S release of records covered under the Public Records Act. COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

32. ASSIGNABILITY

CONTRACTOR may freely assign this Contract or delegate all or part of CONTRACTOR's obligations to any affiliate or successor in interest of Our Lady of Lourdes Hospital at Pasco without the consent of the COUNTY. For the avoidance of doubt, the COUNTY's consent is not required for an assignment of this Contract in connection with a sale or other disposition of substantially all of the assets of CONTRACTOR or a subsequent sale by the successor in interest of Our Lady of Lourdes Hospital at Pasco. This Contract is binding upon and inures to the benefit of the parties hereto and their permitted successors and assigns.

33. ETHICAL AND RELIGIOUS DIRECTIVES

The parties acknowledge that the operations of CONTRACTOR and its affiliates are in accordance with the Ethical and Religious Directives for Catholic Health Care Services, as promulgated by the United States Conference of Catholic Bishops, Washington, D.C., of the Roman Catholic Church or its successor (hereinafter "Directives") and that the principles and beliefs of the Roman Catholic Church are a matter of conscience to the CONTRACTOR and its affiliates. The Directives are located at http://www.usccb.org/issues-and-action/human-life-and-dignity/health-care/upload/Ethical-Religious-Directives-Catholic-Health-Care-Services-fifth-edition-2009.pdf. It is the intent and agreement of the parties that this Contract shall not be construed to require CONTRACTOR or its affiliates to violate said Directives in their operation and all parts of this Contract must be interpreted in a manner that is consistent with said Directives.

34. CORPORATE COMPLIANCE

CONTRACTOR has in place a Corporate Responsibility Program (hereinafter the "Program") which has, as its goal, to ensure that CONTRACTOR complies with federal, state, and local laws and regulations. The Program focuses on risk management, the promotion of good corporate citizenship, including the commitment to uphold a high standard of ethical and legal business practices, and the prevention of misconduct. COUNTY acknowledges CONTRACTOR's

commitment to Corporate Compliance and agrees to conduct all business transactions which occur pursuant to this Contract in accordance with the underlying philosophy of Corporate Compliance adopted by CONTRACTOR set forth herein.

35. HIPAA COMPLIANCE

Each party agrees that it will comply in all material respects with all federal and state-mandated regulations, rules, or orders applicable to privacy, security, and electronic transactions, including, without limitation, regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

36. EXCLUSION FROM STATE AND FEDERAL HEALTHCARE PROGRAMS.

COUNTY and CONTRACTOR each represents and warrants that neither it nor its personnel providing services under this Contract has been or is about to be excluded from participation in any Federal Healthcare Program (as defined below). COUNTY agrees to notify CONTRACTOR within one (1) business day of COUNTY's receipt of a notice of intent to exclude or actual notice of exclusion from any such Federal Healthcare Program of COUNTY. The listing of a party or any subsidiary owned by party on the Office of Inspector General's exclusion list (OIG website) or the General Services Administration's Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs (GSA website), or any other exclusion list maintained by Medicare and/or Medicaid for excluded individuals and entities shall constitute "exclusion" for purposes of this Section. In the event that COUNTY is excluded from any Federal Healthcare Program, this Contract shall immediately terminate. For the purposes of this Section 36, the term "Federal Healthcare Program" means the Medicare program, the Medicaid program, the Maternal and Child Health Services Block Grant program, the Block Grants for State for Social Services program, any state Children's Health Insurance program, or any similar program.

- This section left blank intentionally. -

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives and it is effective on July 1, 2019.

LOURDES HOSPITAL, LLC
DBA/LOURDES HEALTH

Rob Monical,
CEO Lourdes Health Network

1/30/2020
Date

BENTON COUNTY

Jim Beaver, Chairman
Benton County Commissioner

Date

Approved as to Form:

Ryan J Lukson, Civil DPA

Exhibit A

Proposed Budget for Benton County Jail Mental Health Services

July 2019 - March 2020			
2 FTE Mental Health Professionals		11,156.07	
1 FTE Bachelors Level Case Manager		4274.18	
.25 Supervisor / Director		1,352	
Office Supplies		118.99	
Business Travel		11.75	
Administrative Overhead		1,691.30	
		18,604.29	
GCBH funding		6,682.50	
Total per month:		11,921.79	/Month
March - December 2020			
2 FTE Designated Crisis Responders	$	12,427.00	
1 FTE Bachelors Level Case Manager		5,056.00	
.25 Supervisor / Director		1,352.00	
.5 FTE Certified Peer Counselor		1,492.00	
	$	20,327.00	
Other:			
Office Supplies	$	100.00	
Business Travel		120.00	
Administrative Overhead		1,800.00	
Total Other:	$	2,020.00	
Total Expenditure	$	22,347.00	
GCBH funding		6,682.50	
Total per month:	$	15,664.50	/Month
Total Expense for 18 months	**$**	**252,019.32**	thru 12/31/20

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: Feb. 11, 2020	Execute Agreement		**Consent Agenda**	**X**
Subject: Purchase of Ford Escape	Pass Resolution	X	**Public Hearing**	
Prepared by: slc	Pass Ordinance		**1st Discussion**	
Reviewed by: msr	Pass Motion		**2nd Discussion**	
	Other		**Other**	

BACKGROUND INFORMATION

A 2009 Chevrolet Impala (Equip. No. 1085) being rented by the Building Department has reached over 100,000 miles, and in accordance with the *Benton County Road Department Equipment Rental and Revolving Fund (ER&R) Policy and Procedures* is in need of replacement. Washington State Contract No. 05916 allows for the purchase of a Ford Escape from Columbia Ford, Longview, WA, however the 2019 models are no longer available on State Contract, and the 2020 models are not available until June 2020, so the Fleet Superintendent made calls to dealers to see if a 2019 Ford Escape was available.

The following quotes were received:

Corwin Ford, Pasco, WA	$24,999.72
Valley Ford, Yakima, WA	$26,779.50
Columbia Ford, Longview, WA	$28,332.51

Corwin Ford, Pasco, Washington, has the lowest quote for a 2019 Ford Escape, in stock, with all required options. The Fleet Superintendent recommends the purchase of the Ford Escape from Corwin Ford to replace the vehicle that is past the 100,000 mileage mark.

SUMMARY

A Chevy Impala used by the Building Dept. has over 100,000 miles on it and needs to be replaced. Vehicles purchased through the State Contract are not available until June of 2020 so quotes were received from dealerships. Corwin Ford, Pasco, WA has the lowest quote for a 2019 Ford Escape to replace the Impala.

RECOMMENDATION

Approve the purchase of a 2019 Ford Escape from Corwin Ford, Pasco, WA in the amount of $24,999.72.

FISCAL IMPACT

$24,999.72 from the ER&R replacement fund.

MOTION

Consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PURCHASE OF ONE (1) FORD ESCAPE FROM CORWIN FORD, PASCO, WASHINGTON BY BENTON COUNTY EQUIPMENT RENTAL & REVOLVING (ER&R) FUND FOR USE BY THE BUILDING DEPARTMENT

WHEREAS, a 2009 Chevrolet Impala (Equip. No. 1085) being rented by the Building Department has reached over 100,000 miles, and in accordance with the *Benton County Road Department Equipment Rental and Revolving Fund (ER&R) Policy and Procedures* is in need of replacement; and

WHEREAS, per the *County-Wide Procurement, Leasing, and Contract Policy*, Resolution 2012-677, Section 7 allows the County to enter into a written Intergovernmental Cooperative Purchasing Agreement with the State of Washington, signed on June 11, 2013 per Resolution 2013-431; and

WHEREAS, Washington State Contract No. 05916 allows for the purchase of a Ford Escape from Columbia Ford, Longview, WA; and

WHEREAS, the 2019 models are no longer available on State Contract, and the 2020 models are not available until June 2020, so the Fleet Superintendent made calls to dealers to see if a 2019 Ford Escape was available; and

WHEREAS, the following quotes were received:

Corwin Ford, Pasco, WA	$24,999.72
Valley Ford, Yakima, WA	$26,779.50
Columbia Ford, Longview, WA	$28,332.51

WHEREAS, Corwin Ford, Pasco, Washington, has the lowest quote for a 2019 Ford Escape, in stock, with all required options; and

WHEREAS, the Fleet Superintendent recommends the purchase of the Ford Escape from Corwin Ford to replace the vehicle that is past the 100,000 mileage mark; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the Fleet Superintendent's recommendation and approves the purchase of one (1) 2019 Ford Escape from Corwin Ford, Pasco, WA in the amount of $24,999.72.

Dated this 11th day of February 2020.

_____
Chairman of the Board

_____
Chairman ProTem

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest._____
Clerk of the Board

Original: Public Works
cc: Auditor

S. Christen

Print window sticker

Disclaimer: This window sticker is only representative of the information contained on an actual window sticker, and may or may not match the actual window sticker on the vehicle itself. Please see your retailer for further information.

Vehicle Description

VIN 1FMCU9GD1KU B63438

ESCAPE 2019 SE 4WD
1.5L ECOBOOST ENGINE
6-SPD AUTO TRANS W/SLCTSHFT

Exterior
INGOT SILVER METALLIC

Interior
CHARCOAL BLACKCLOTH BUCKET SEATS

Standard Equipment INCLUDED AT NO EXTRA CHARGE

EXTERIOR
. DOOR HANDLES - BODY COLOR
. EASY FUEL® CAPLESS FILLER
. HEADLAMP COURTESY DELAY
. MIRRORS - POWER GLASS
. REAR INT WIPER/WASH/DFRST

INTERIOR
. 4-WAY FRT HEAD RESTRAINTS
. CARPETED FLOOR MATS
. DUAL ZONE AUTO CLIMATE CTL DRV & 4-WAY MANUAL PASS
. POWERPOINTS - 12V
. STEERING:TILT/TELESCOPE,

FUNCTIONAL
. AUTO START STOP TECH
. ELECTRIC PARKING BRAKE
HOTSPOT TELEMATICS MODEM BUTTON START
. POWER STEERING W/EPAS
. REMOTE START SYSTEM
. SIRIUSXM® - SVC N/A AK&HI

SAFETY/SECURITY
. AIRBAG - DRIVER KNEE
. AIRBAGS - FRONT SEAT
. AIRBAGS - SAFETY CANOPY®
. PERIMETER ALARM
. SOS POST-CRASH ALERT SYS

WARRANTY
. 5YR/60,000 POWERTRAIN
. ACTIVE GRILLE SHUTTERS
. DUAL EXHAUST CHROME TIPS
. FOG LAMPS
. HEADLAMPS - AUTO HALOGEN
. PRIVACY GLASS - REAR DOORS
. 1TOUCH UP/DOWN FRT/RR WIN
. 60/40 SPLIT FOLD REAR SEAT
. DUAL ILLUM VIS VANITY MIRR
. HTD FRT SEATS - 10-WAY PWR
. ILLUMINATED ENTRY SYSTEM
. SMART CHARGING USB PORT(2)
CRUISE & AUDIO CONTROLS
. AM/FM/MP3, 6 SPEAKERS
. BRAKES, 4-WHEEL DISC/ABS
. FORDPASS CONNECT 4GWI-FI
. INTELLIGENT ACCESS W/PUSH
. MYKEY®
. REAR VIEW CAMERA
. SECURICODE KEYLESS KEYPAD
. SYNC®3 8" SCRN W/APPLINK®
. ADVANCETRAC® WITH RSC®
. AIRBAGS - DUAL STAGE FRONT MOUNTED SIDE IMPACT
. LATCH CHILD SAFETY SYSTEM
. PERSONAL SAFETY SYSTEM
. TIRE PRESSURE MONIT SYS
. 3YR/36,000 BUMPER / BUMPER
. 5YR/60,000 ROADSIDE ASSIST

Price Information	MSRP
STANDARD VEHICLE PRICE	$28,000

Included on this Vehicle
EQUIPMENT GROUP 200A

Optional Equipment
2019 MODEL YEAR
INGOT SILVER METALLIC
GRAY/BLACK CLOTH SEATS
.1.5L ECOBOOST ENGINE
.6-SPD AUTO TRANS W/SLCTSHFT
235/55R17 LRR A/S BSW TIRES
U9G01
FRONT LICENSE PLATE BRACKET
17" SPARKLE SLVER PTD ALUM WHL

TOTAL VEHICLE & OPTIONS	28,000
DESTINATION & DELIVERY	1,095
TOTAL MSRP	**$29,095**

Disclaimer: Option pricing will be blank for any item that is priced as 0 or "No Charge".

CORWIN FORD TRI CITIES BID FOR:

DAVE SUTHARD CELL (208) 964-1532

FLEET MANAGER OFFICE (509) 544-8000 EXT 1440

BENTON COUNTY

2019 Ford Escape SE 4WD

$23,020.00	Price per Unit
$0.00	Additional Equipment
$0.00	Trade-In Value
$23,020.00	Total Unit Cost
$1,979.72	State Sales Tax @ 8.6%
$0.00	License Fee and Dlr. Doc Fee
$0.00	Incentive Amount
$24,999.72	Total Purchase Order Each Unit

Valley - Yakima

Print window sticker

Disclaimer: This window sticker is only representative of the information contained on an actual window sticker, and may or may not match the actual window sticker on the vehicle itself. Please see your retailer for further information.

Vehicle Description

VIN 1FMCU9GDXKU **C55793**

ESCAPE

2019 SE 4WD
1.5L ECOBOOST ENGINE
6-SPD AUTO TRANS W/SLCTSHFT

Exterior
OXFORD WHITE

Interior
CHARCOAL BLACKCLOTH BUCKET SEATS

Standard Equipment INCLUDED AT NO EXTRA CHARGE

EXTERIOR
. DOOR HANDLES - BODY COLOR
. EASY FUEL® CAPLESS FILLER
. HEADLAMP COURTESY DELAY
. MIRRORS - POWER GLASS
. REAR INT WIPER/WASH/DFRST

INTERIOR
. 4-WAY FRT HEAD RESTRAINTS
. CARPETED FLOOR MATS
. DUAL ZONE AUTO CLIMATE CTL DRV & 4-WAY MANUAL PASS
. POWERPOINTS - 12V
. STEERING:TILT/TELESCOPE,

FUNCTIONAL
. AUTO START STOP TECH
. ELECTRIC PARKING BRAKE HOTSPOT TELEMATICS MODEM BUTTON START
. POWER STEERING W/EPAS
. REMOTE START SYSTEM
. SIRIUSXM® - SVC N/A AK&HI

SAFETY/SECURITY
. AIRBAG - DRIVER KNEE
. AIRBAGS - FRONT SEAT
. AIRBAGS - SAFETY CANOPY®
. PERIMETER ALARM
. SOS POST-CRASH ALERT SYS

WARRANTY
. 5YR/60,000 POWERTRAIN
. ACTIVE GRILLE SHUTTERS
. DUAL EXHAUST CHROME TIPS
. FOG LAMPS
. HEADLAMPS - AUTO HALOGEN
. PRIVACY GLASS - REAR DOORS
. 1TOUCH UP/DOWN FRT/RR WIN
. 60/40 SPLIT FOLD REAR SEAT
. DUAL ILLUM VIS VANITY MIRR
. HTD FRT SEATS - 10-WAY PWR
. ILLUMINATED ENTRY SYSTEM
. SMART CHARGING USB PORT(2) CRUISE & AUDIO CONTROLS
. AM/FM/MP3, 6 SPEAKERS
. BRAKES, 4-WHEEL DISC/ABS
. FORDPASS CONNECT 4GWI-FI
. INTELLIGENT ACCESS W/PUSH
. MYKEY®
. REAR VIEW CAMERA
. SECURICODE KEYLESS KEYPAD
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. LATCH CHILD SAFETY SYSTEM
. PERSONAL SAFETY SYSTEM
. TIRE PRESSURE MONIT SYS
. 3YR/36,000 BUMPER / BUMPER
. 5YR/60,000 ROADSIDE ASSIST

Price Information	**MSRP**
STANDARD VEHICLE PRICE	**$28,000**

Included on this Vehicle
EQUIPMENT GROUP 200A

Optional Equipment

2019 MODEL YEAR	
OXFORD WHITE	
GRAY/BLACK CLOTH SEATS	
.1.5L ECOBOOST ENGINE	
.6-SPD AUTO TRANS W/SLCTSHFT	
235/55R17 LRR A/S BSW TIRES	
U9G02	995
FORD SAFE AND SMART PACKAGE	
.LANE KEEPING SYSTEM	
.ADAPT CRUISE/COLLISION WARNIN	
.BLIS (BLIND SPOT INFO SYSTEM)	
FRONT LICENSE PLATE BRACKET	
FLOOR LINERS, FRONT AND REAR	125
CARGO MAT	90
17" SPARKLE SLVER PTD ALUM WHL	
TOTAL VEHICLE & OPTIONS	29,210
DESTINATION & DELIVERY	1,095
TOTAL MSRP	**$30,305**

Disclaimer: Option pricing will be blank for any item that is priced as 0 or "No Charge".



CITY MPG
22
HIGHWAY MPG
28

Estimated Annual Fuel Cost: $

Vehicle Engine Information

Actual mileage will vary with options, driving conditions, driving habits and vehicle's condition. Results reported to EPA indicate that the majority of vehicles with these estimates will achieve between _ and _ mpg in the city and between _ and _ mpg on the highway. **For Comparison Shopping** all vehicles classified as have been issued mileage ratings from _ to _ mpg city and _ to _ mpg highway.

Ford EXTENDED SERVICE PLAN

Ford Extended Service Plan is the ONLY service contract backed by Ford and honored by the Ford and Lincoln dealers. Ask your dealer for prices and additional details or see our website at www.Ford-ESP.com.

$29,100
- 4,500 (Rebate)
$24,600
+ 150 Doc Fee
+ 8.2% tax = $26,779.50

Color Options & Qty

Columbia Ford-

Oxford White — , G750, G751

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2019-0311-001	2019 Ford Escape	1	$19,946.00	$19,946.00
2019-0311-002	INFORMATION ONLY: Columbia Ford offers a $300 prompt payment discount if payment is made within 20 days of vehicle delivery.	1	$0.00	$0.00
2019-0311-010	2019 Ford Escape Front-Wheel Drive, S Trim Level, 5-Passenger, 2.5L 4-Cylinder Engine (with Flex Fuel Capability), 6-Speed Automatic Transmission (2019MY: 21/29 MPG) (U0F/100A/997/TT7B/17A) THIS IS THE BASE VEHICLE -- Please review Vehicle Standard Specs for complete description.	1	$0.00	$0.00
2019-0311-031	SE Trim Upgrade - Four Wheel Drive (Intelligent 4WD System) [Includes 1.5 Liter EcoBoost with Auto Start-Stop Technology (2019MY: 22/28 MPG), all base vehicle S equipment, plus: Fog Lamps, Privacy Glass, Heated Front Row Seats, 10-way Power Drivers Seat with Power Lumbar and Power Recline, Rear Center Armrest, FordPass Connect, SYNC3 (Enhanced voice recognition communications, 8in LCD capacitive touchscreen in center stack with swipe capability, AppLink, 911 Assist, Apple CarPlay and Android Auto Compatibility, two (2) Smart-Charging USB Ports, Sirius XM Radio), Intelligent Access with Push-Button Start (4 fobs), Remote Start System, Dual-Zone Electronic Automatic Temperature Control with Rear Air Duct, 17in Sparkle Silver-Painted Aluminum Wheels, Keyless Entry Keypad) (U9G/200A/99D/TTKB/17F) (SE 4WD is less expensive than the SE FWD due to Ford price concessions)	1	$3,491.00	$3,491.00
2019-0311-032	SE OPTION - 2.0L EcoBoost Engine with Auto Stop-Start Technology (2019MY: FWD 22/29 MPG, AWD 21/27 MPG) (999)	1	$1,491.00	$1,491.00
2019-0311-033	SE OPTION - Class II Trailer Tow Package (Must also order 2.0L EcoBoost Engine #999) (Includes Class II Hitch Receiver, Trailer Sway Control, Auxiliary Transmission Oil Cooler, Max Towing 3500 lbs) (536)	1	$494.00	$494.00
2019-0311-039	SE OPTION - Interior Cargo Cover (Cargo Shade) (85T) (DIA)	1	$135.00	$135.00
2019-0311-099	Delayed Warranty Start (Customer submits request at www.fordwsd.com)	1	$0.00	$0.00
2019-0311-210	Floor Mats, HD Rubber Molded, Front (Weather Tech) (DLR)	1	$120.00	$120.00
2019-0311-211	Floor Mats, HD Rubber Molded, Rear (Weather Tech) (DLR)	1	$90.00	$90.00
2019-0311-212	Floor Mats, HD Rubber Molded, Cargo Area (Weather Tech) (DLR)	1	$120.00	$120.00
2019-0311-222	Stock Vehicle Upcharge, Dealer stock vehicle with all contract required equipment, delivery 14 days (Call dealer for availability) (DLR)	1	$250.00	$250.00

Quote Totals

Total Vehicles:	1
Sub Total:	$26,137.00
8.4 % Sales Tax:	$2,195.51
Quote Total:	$28,332.51

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FRANCHISES RE: GRANTING A FRANCHISE TO JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A). TO LOCATE, CONSTRUCT, MAINTAIN, OPERATE, USE, REPAIR, AND IF NECESSARY REPLACE AN IRRIGATION MAIN LINE IN COUNTY ROAD RIGHTS OF WAY

WHEREAS, a public hearing was held on November 19, 2019 to consider the request of John Hancock Life Insurance Company (U.S.A) who has applied for a nonexclusive franchise to have an irrigation main line in unincorporated Benton County; and

WHEREAS, after hearing the testimony regarding the request for a franchise, the Board finds as follows:

1. The term of the franchise shall be a ten-year (10) period, expiring February 11th, 2030, with an associated cost of $500.00;
2. The Grantee is to carry liability insurance with Benton County named as an insured with a minimum limit of $1,000,000.00. A copy of the proof of insurance is to be provided to Benton County yearly;
3. Placement of facilities within the right of way shall meet all requirements of Benton County as to location and repair of roads and right of way;
4. Should Benton County require utility relocation work because of road construction, maintenance, or any other reason, said work shall be at the Grantee's expense;
5. The franchise is nonexclusive;
6. The Grantee is to sign the Order and Agreement for Nonexclusive Franchise; and

WHEREAS, John Hancock Life Insurance Company (U.S.A) has agreed to the terms and has signed the Order and Agreement for Nonexclusive Franchise, said Order having been approved as to form by the Prosecuting Attorney's Office; **NOW, THEREFORE**

BE IT RESOLVED that the franchise for John Hancock Life Insurance Company (U.S.A) for an irrigation main line in County road rights of way be approved and that the Board indicates its approval by its signatures on the Order and Agreement for Nonexclusive Franchise.

Dated this 11th day of February, 2020

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Orig.: Public Works

C. Woods

Return to:
Benton County Public Works
P. O. Box 1001
Prosser, WA 99350

Grantor: Benton County
Grantee: John Hancock Life Insurance Company (U.S.A)

BEFORE THE BOARD OF COUNTY COMMISSIONERS

BENTON COUNTY, STATE OF WASHINGTON

IN THE MATTER OF THE APPLICATION OF JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A) FOR A NONEXCLUSIVE FRANCHISE TO LOCATE, CONSTRUCT, MAINTAIN, OPERATE, USE, AND IF NECESSARY, REMOVE AN IRRIGATION MAIN LINE AND ASSOCIATED APPURTENANCES WITHIN THE COUNTY OF BENTON, STATE OF WASHINGTON, UPON, OVER, UNDER, ALONG, AND ACROSS CERTAIN COUNTY ROADS AND PUBLIC HIGHWAYS, OR PARTS THEREOF, NOT WITHIN THE LIMITS OF ANY INCORPORATED CITY OR TOWN.	No._____ ORDER AND AGREEMENT FOR NONEXCLUSIVE FRANCHISE

FINDINGS

NOW, on this _____ day of _____ the petition and application of John Hancock Life Insurance Company (U.S.A), for the authority and nonexclusive Franchise, for a term of ten (10) years, to install, locate, construct, maintain, operate, use, and, if necessary, remove AN IRRIGATION MAIN LINE ASSOCIATED APPURTENANCES under, upon, over, along and across Benton County roads, highways, streets, alleys, bridges, and rights-of-ways, or other County property, hereinafter called County roads or rights-of-ways, described in said application by reference to the sections, townships, and ranges in which said County roads or rights-of-ways are physically located within the County of Benton, State of Washington, and not within the corporate limits of any incorporated city or town therein, coming on to be heard

heard before this, the Board of County Commissioners of and from said Benton County, Washington, and this Board having heretofore fixed this time and place for the hearing of said petition, and it appearing that the County Engineer has given notice of the time and place of said hearing by posting in three places in the Benton County Courthouse with written or printed notices of the time and place of this hearing in accordance with the laws of the State of Washington, and also by publishing a like notice two (2) times in the Prosser Record Bulletin newspaper of general circulation published in Benton County, Washington, and it appearing that the notices so posted and published stated the name of the applicant and a description by reference to sections, townships and ranges in which the County roads or rights-of-ways to be included in the Franchise for which application is made are physically located, and also state the time and place fixed for said hearing, and after hearing all persons interested in the matter of said petition, and at which hearing the qualifications of the Grantee were heard, the Board deeming it for the public interest to grant the Franchise and authority so applied for.

ORDER

IT IS HEREBY ORDERED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

There is hereby granted to John Hancock Life Insurance Company (U.S.A), hereafter called the Grantee, subject to all provisions, conditions, covenants and requirements of this order and agreement, the right, privilege and nonexclusive Franchise, to install, locate, construct, maintain, operate, use, and, if necessary, remove AN IRRIGATION MAIN LINE AND ASSOCIATED APPURTENANCES, and all necessary appurtenances thereto, hereinafter called the distribution system, under, upon, over, along, or across those portions of any and all County roads or rights-of-ways, which lie within those legal subdivisions within the County of Benton, State of Washington, set forth and described in "Exhibit A" attached hereto and by this reference made a part hereof, excluding, however, from such subdivisions any portion thereof which is within the corporate limits of any incorporated city or town, but including all portions of said subdivisions which are within any unincorporated town or community. Benton County Resolution No. 72-220, regarding Policy on Accommodation of Utilities on County Road Rights-of-Way, shall apply in all respects to this Franchise and the distribution system.

AGREEMENT

I. APPROVAL BY COUNTY ENGINEER

All locations, construction, installation, maintenance, relocation or removal of the distribution system or any portion thereof within County roads or rights-of-ways outside the corporate limits of any incorporated town shall be subject to the approval and pass inspection of the County Engineer.

II. PERMIT REQUIRED – MAP AND SPECIFICATIONS TO BE FILED APPROVAL BY COUNTY ENGINEER – PERFORMANCE BOND

Prior to commencement of any work on or construction of any portion of the distribution system, Grantee shall file with the County Engineer its application for permit to do such work or construction together with plans and specifications in form and number as approved by the County Engineer showing the position, depth, or height, and location of all lines and facilities sought to be constructed, laid, installed or erected at that time, showing their relative position to existing County roads or rights-of-ways, upon plans drawn to scale indicating exact distance hereinafter collectively referred to as the "map of definite location". Grantee is hereby authorized to extend its facilities throughout the area authorized hereunder.

The distribution system shall be constructed in exact conformity with said map of definite location, except in instances in which deviation may be allowed by the prior written consent of the County Engineer pursuant to application by Grantee. The plans and specifications shall specify, as applicable, the class and type of materials and equipment to be used, manner of excavation, construction, installation, backfill, erection of temporary structures, erection of permanent structures, traffic control, traffic turnouts, and road obstructions, and manner and means by which they affect County roads or rights-of-ways, will be restored to a condition as good as that which existed prior to such work or construction. No such work or construction shall be commenced until the Grantee has first secured a written permit from the County Engineer, which shall include approval by the County Engineer endorsed on one set of plans and specifications to be returned to the Grantee. All such work or construction shall require the inspection and approval of the County Engineer. The Grantee shall pay all reasonable costs and expenses incurred in the examination, inspection, and approval of such work or construction by the County Engineer as herein provided.

The County Engineer may require a performance bond in a sum sufficient to guarantee to Benton County that any County roads or rights-of-ways, including the surfaces thereof, affected by any work or construction by the Grantee, shall be restored to a condition as good as that which existed prior to such work or construction, the amount of said bond to be fixed by the County Engineer. The County Engineer, upon notice to the Grantee, may at any time order any and all work that he considers necessary to restore to a safe condition any portion of the County roads or rights-of-ways, the condition of which has been rendered dangerous to the safety of persons or property by reason of any work, construction, of facilities of Grantee, and Grantee, upon demand, shall pay to Benton County all costs of such work, done by order of the County Engineer.

III. COUNTY ROADS TO BE RESTORED

In any work which requires breaking of surface of the County roads or rights-of-ways subject to this Franchise for the purpose of locating, constructing, installing, relocating, removing, maintaining and/or repairing the distribution system, and/or making connections between the same to structures and buildings of consumers or making connections to other facilities of the Grantee now in existence or hereafter constructed, the Grantee shall be governed by and strictly conform to the instructions set forth in the permit issued by the County Engineer for such work; and the Grantee, at its own expense and with all reasonable speed, shall complete the work for which the County roads or rights-of-ways, surface has been broken and repair and restore the affected County roads or rights-of-ways, and the surface thereof to a condition as good as that which existing before the work was commenced. Noxious weed control will be required, at the Grantee's expense, and shall meet all requirements of the Benton County Weed Board.

Except in cases of emergency as hereinafter provided, no breaking of surface of any County roads or rights-of-ways, shall be done until Grantee has first obtained a permit therefor issued by the County Engineer as specified in Section II of this Agreement.

PROVIDED, however, that in cases of emergency which occur out of office hours when immediate work may be necessary for the protection or safety of persons or property, the emergency shall be immediately reported to the Benton County Sheriff and the necessary work may be immediately undertaken upon the express condition that an application for a permit for

such work, as hereinabove provided, shall be submitted to the County Engineer on or before noon of the business day next following the commencement of the emergency work.

IV. INTERFERENCE WITH EXISTING FACILITIES

No location, construction, installation, maintenance, repair, removal or relocation of the distribution system or any portion thereof, performed along or under any County roads or rights-of-ways, shall in any way interfere with the grading or improvement of such County roads or rights-of-ways, or with the construction and maintenance of any existing utility, public or private, drain, drainage ditch or structure, or irrigation ditch or structure, located along or under such county roads, right-of-way or property. In the event that it is necessary to relocate any such county road or right-of-way or alter the grade of any such county road or right-of-way, requiring relocation of any utilities, including rights-of-way, preferences as to positioning of such utilities, shall be given in the order of the original location and installation of such utilities, the utility first having been located and installed being given first preference as to positioning and relocation.

V. MINIMUM INTERFERENCE WITH PUBLIC TRAVEL – GRANTEE LIABLE FOR DAMAGE

All work done under this Franchise shall be done in a thorough and workmanlike manner. All construction, installation, maintenance, repair, relocation, or removal of the distribution system, or any portion thereof, shall be conducted in a manner that will interfere as little as possible with public use of and travel upon County roads or rights-of-ways, shall include all due and necessary measures and precautions to prevent danger to persons or property. Specifically, where such construction, installation, maintenance, repair, relocation or removal involves open trenches, ditches, or tunnels which are left open at night, the Grantee shall place sufficient warning lights and barricades about such trenches, ditches or tunnels to give adequate warning of such work. The Grantee shall assume sole liability for any injury to persons or property which occurs by reason of any trenches, ditches, or tunnels dug or maintained by the Grantee.

VI. ALL COUNTY ROAD RIGHTS RESERVED

Benton County expressly reserves any and all rights which it now has or may hereafter acquire with respect to County roads or rights-of-ways, and this Franchise shall not be construed to in any way limit or restrict any authority, power, rights, or privileges which Benton County now has or may hereafter acquire to control and regulate the use of County roads or rights-of-ways covered by this Franchise.

VII. COUNTY MAY CHANGE AND IMPROVE ROADS WITHOUT LIABILITY

If Benton County shall at any time improve or change any County roads or rights-of-ways, subject to this Franchise by grading, regrading, surfacing , or paving the same, or by changing, altering, repairing, or relocating the grade thereof or by construction of drainage facilities, the Grantee shall, upon written notice from the County Engineer, at Grantee's sole expense, with all reasonable speed, change the location or readjust the elevation of its distribution system and other facilities so that the same shall not interfere with such county work and so such lines and facilities shall conform to such new grades as may be established. Benton County shall in no respect be held liable for any damages, costs, or expenses to said Grantee that may occur by reason of any of the County's improvements, changes or work above enumerated, except insofar as such damages, costs or expenses shall be caused by negligence of the County's employees or agents.

All work performed by the Grantee under this section shall be under the direction, approval, and shall pass the inspection of the County Engineer. The Grantee shall pay all reasonable costs of and expenses incurred in the examination, inspection, and approval of such work.

VIII. REFERENCE MONUMENTS AND MARKERS

Before any work is performed under this Franchise which may affect any existing monuments or markers of any nature relating to subdivisions, plats, roads, and all other surveys, the Grantee shall reference all such monuments and markers. The reference points shall be so located that they will not be disturbed during the Grantee's operation under this Franchise. The method of referencing these monuments or other points to be referenced shall be approved by the County Engineer. The replacement of all such monuments or markers disturbed during

construction shall be made as expeditiously as conditions permit, and as directed by the County Engineer. The cost of monuments or other markers lost, destroyed or disturbed, and the expense of replacement by approved monuments shall be borne by the Grantee.

IX. VACATION OF COUNTY ROADS – ALTERNATE ROUTE

If at any time Benton County shall vacate any County road, right-of-way, or other County property which is subject to rights granted by this Franchise the Board of County Commissioners for Benton County may, after granting an alternate route with the consultation of Grantee, by giving thirty (30) days written notice to the Grantee, terminate this Franchise with reference to such County road, right-of-way, or other County property so vacated and said Benton County shall in no respect be liable for any damages, costs, or expenses to the Grantee that may occur by reason of such termination.

X. GRANTEE TO INDEMNIFY COUNTY – LIABILITY INSURANCE

The Grantee covenants, agrees and promises that it shall fully indemnify Benton County from any and all liability, loss, injury, damage, costs, charges or expenses of any nature whatever, occurring to any person, association, corporation or property of any kind by reason of any acts, actions, omissions, defaults, or neglect of the Grantee in the construction, operation, or maintenance of the distribution system.

The Grantee further covenants, agrees and promises that, in the event that any claim, suit, or cause of action shall be brought against Benton County by reason of any act, action, omission, defaults, or neglect of the Grantee in the construction, operation, or maintenance of the distribution system, it shall, at its own cost and expense, defend any such claim, suit, or cause of action, and shall pay any and all costs, charges, attorneys' fees, and other expenses therein, and any and all judgments that may be incurred by or obtained against Benton County in any such claim, suit, or cause of action.

The Grantee further covenants, agrees and promises that, in order to secure to the County full and complete performance of the covenants and conditions of this Section "X", it shall, at its own cost and expense, obtain and maintain in effect continually during the term of this Franchise, liability insurance in a company or companies to be approved by the County, such insurance to name the Grantee and Benton County as the insured and to have minimum limits of

not less than $500,000.00. Written evidence of such insurance in effect shall be furnished to the County Engineer no later than the date that any work or construction under the terms of this Franchise commences. Such additional written evidence of such insurance shall be furnished to the County Engineer from time to time as the County Engineer shall require; in any event, such additional written evidence shall be provided to the County Engineer at least annually during the term of this Franchise. The Grantee's compliance with the provisions of this paragraph relating to liability insurance shall in no way alter, affect, modify or limit any of the other covenants, conditions, and provisions of this paragraph. Acceptance or approval by the County of any work performed by the Grantee shall not constitute a waiver by the County of any of the provisions of this Section "X", and shall not excuse the Grantee from any of the covenants, provisions, or requirements set forth herein.

XI. FRANCHISE NOT EXCLUSIVE

This Franchise shall not be deemed to be an exclusive Franchise. It shall in no manner prohibit Benton County from granting other Franchises of a like nature or Franchises for public or private utilities under, along, across, over, and upon any of the County roads or rights-of-ways, subject to this Franchise and shall in no way restrict, prevent, or prohibit Benton County from constructing, altering, maintaining, or using any of said roads or rights-of-way, drainage structures or facilities, irrigation structures or facilities, or any other County property or affect its jurisdiction over them or any part of them with full power to make all necessary construction, alterations, changes, relocations, repairs, or maintenance, which the County may deem necessary.

XII. PROVISIONS HEREOF BIND SUCCESSOR

All provisions, conditions, covenants, and requirements herein contained shall be binding upon any and all successors and assigns of the Grantee, and all privileges, as well as all obligations and liabilities of the Grantee, shall inure to its successors and assigns equally as if they were specifically mentioned herein wherever the Grantee is mentioned, provided, however, that neither this Franchise nor any rights, privileges, or obligations granted in this order and agreement shall be assigned without the prior written approval of the County Engineer, unless such assignments is to a wholly-owned subsidiary of the Grantee or to a parent company owning

more than 50% of the Grantee, and unless Benton County is provided with prior written notice of such assignment giving the name and address of the subsidiary or parent company assignee.

XIII. REVOCATION FOR NON-COMPLIANCE

In the event that the Grantee substantially violates or fails to comply with any of the material provisions of this Franchise, the Grantee shall forfeit all rights conferred hereunder and this Franchise shall be revocable by the Board of Benton County Commissioners at their discretion, provided, however, the Board of County Commissioners shall provide the Grantee with written notice of its intention to revoke the Franchise, specifying the nature of such violation, failure, or neglect, and giving the Grantee thirty (30) days in which to cure such violation, failure, or neglect. The Grantee shall be entitled to a hearing, within such thirty-day period, before the Board of County Commissioners.

In the event such hearing is held, the Grantee shall be given prior written notice of the time and place for such hearing. Subject to applicable federal and state law, in the event the Board of County Commissioners, after such hearing, determines that Grantee is in default of any provision of the Franchise, the Board of County Commissioners may:

a. Foreclose on all or any part of any security provided under this Franchise, if any, including, without limitation, any bonds or other surety; provided, however, the foreclosure shall only be in such a manner and in such amount as the Franchising Authority reasonably determines is necessary to remedy the default;

b. Commence an action at law for monetary damage or seek other equitable relief;

c. In the case of substantial default of a material provision of the Franchise, declare the Franchise Agreement to be revoked; or

d. Seek specific performance of any provision, which reasonably leads itself to such remedy, as an alternative to damages.

XIV. CONFORMITY WITH STATE AND COUNTY

Benton County expressly reserves the right at any time, upon ninety (90) days written notice to the Grantee, to change, amend, modify, or amplify any of the provisions or conditions herein enumerated to conform to any state statute, rule or regulation, or county ordinance, rule or regulation, relating to the regulation of highways or the public welfare, health, safety, as may

hereafter be enacted, adopted or promulgated, and the County further expressly reserves the right to terminate this Franchise at any time, in accordance with the procedures stated in Section "XIII" above, in the event that the Grantee's distribution system is not operated or maintained in accordance with such statute, ordinance, rule, or regulation.

XV. FEDERAL REGULATION

Any lawful modification required by amendment of Section 76.31 ("Franchise Standards") of the Rules and Regulations of the Federal Communications Commission shall be incorporated into this Franchise as of the date such modifications become obligatory under FCC regulations, or in the event no obligatory date is established, within one (1) year of adoption or at the time of Franchise renewal, whichever occurs first.

XVI. ACTS OF GOD

The Grantee shall not be held in default or non-compliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating thereto, where such non-compliance or alleged defaults are caused by strikes, acts that are solely the result of an Act of God or similar circumstance, power outages, or other events reasonably beyond its ability to control.

XVII. SEVERABILITY

If any section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, sentence, paragraph, term, or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

XVIII. COMPLAINT PROCEDURES

The Grantee agrees to maintain a local business office which subscribers may telephone during regular business hours without incurring added message or toll charges so that service shall be promptly available. The Grantee agrees to notify each subscriber, at the time of initial subscription to the Grantee's service, of the procedures for reporting and resolving such complaints.

XIX. ACCEPTANCE BY GRANTEE

Written acceptance by the Grantee of the Franchise granted herein and all provisions, conditions, covenants, and requirements contained in this order and agreement shall be indicated by endorsement by the Grantee where indicated herein below, and a copy of this order and agreement so endorsed by the Grantee shall be filed with the Clerk of the Board of County Commissioners of Benton County within thirty (30) days from the date of acceptance by the Board. Such filing of the endorsed order and agreement within the period above specified shall be a condition precedent to this Franchise taking effect, and unless this order and agreement is accepted and filed within such time, it shall be null and void.

XX. TERM

This nonexclusive Franchise agreement shall be in full force and effect upon execution and shall expire _____2030.

XXI. GRANTEE'S ADDRESS

Information for the Grantee is:

Roy C. "Dewey" Holliday SVP HSF
301 E Main
Turlock, CA 95380
Contact Phone: 1 (209) 669-0811
E-mail: dholliday@hnrg.com

Any notification required to be given to the Grantee may be given to the address above stated, provided that the Grantee may from time to time notify Benton County in writing of address to which notifications are to be sent.

FOR GRANTEE:

Date Jan 21, 2020

FOR BENTON COUNTY, WASHINGTON.

Chairman

Chairman Pro-Tem

Member

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

APPROVED AS TO FORM:

Benton County Deputy Prosecuting Attorney

Date 12/5/19

ATTEST:

Clerk of the Board

Date

EXHIBIT A

All unincorporated areas of Benton County

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: Feb. 11, 2020	Execute Agreement		**Consent Agenda**	**X**
Subject: Termination of Guardian contract	Pass Resolution	X	**Public Hearing**	
Prepared by: slc	Pass Ordinance		**1st Discussion**	
Reviewed by: msr	Pass Motion		**2nd Discussion**	
	Other(Sign letter)	X	**Other**	

BACKGROUND INFORMATION

By Resolution 2014-708 dated September 30, 2014, Benton County entered into a Service Agreement with Guardian Security Systems, Inc. for alarm monitoring services at the Prosser and Kennewick Maintenance Facilities which initially expired on September 30, 2015. Amendments have been approved to extend the service through September 30, 2020. It has been decided to include the Road Maintenance Facilities under the alarm monitoring contract that services all other Benton County facilities. Per Section 5 of Exhibit A of the Agreement, Benton County may terminate the Agreement with sixty (60) days written notice. Therefore, a termination letter needs to be signed by the Board.

SUMMARY

Guardian Security Systems, Inc. currently has a Service Agreement for alarm monitoring at the Road Maintenance Facilities that expires on September 30, 2020. It has been decided to include the Road Maintenance Facilities under the alarm monitoring contract with Moon Security Service, Inc. that services all other Benton County facilities. Benton County can terminate the Agreement with 60 days written notice.

RECOMMENDATION

Approve the Chairman to sign the attached letter to terminate the Service Agreement with Guardian Security Systems, Inc. for alarm monitoring services at the Prosser and Kennewick Road Maintenance Facilities.

FISCAL IMPACT

None. The amount currently being paid to Guardian will be paid to Moon Security.

MOTION

Consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD OF BENTON COUNTY COMMISSIONERS TO SIGN THE ATTACHED TERMINATION LETTER TO TERMINATE THE SERVICE AGREEMENT SIGNED ON SEPTEMBER 30, 2014 BETWEEN BENTON COUNTY AND GUARDIAN SECURITY SYSTEMS, INC. FOR ALARM SYSTEM MONITORING

WHEREAS, by Resolution 2014-708 dated September 30, 2014, Benton County entered into a Service Agreement with Guardian Security Systems, Inc. for alarm monitoring services at the Prosser and Kennewick Maintenance Facilities which initially expired on September 30, 2015; and

WHEREAS, Amendments have been approved to extend the service through September 30, 2020; and

WHEREAS, is was decided to include the Road Maintenance Facilities under the alarm monitoring contract that services all other Benton County facilities; and

WHEREAS, per Section 5 of Exhibit A of the Agreement, Benton County may terminate the Agreement with sixty (60) days written notice; and

WHEREAS, the Public Works Manager requests the Chairman of the Board of Benton County Commissioners sign the attached letter to terminate the Service Agreement that was signed on September 30, 2014 between Benton County and Guardian Security Systems, Inc.; **NOW, THEREFORE,**

BE IT RESOLVED that the Board of Benton County Commissioners hereby authorizes the Chairman of the Board to sign the attached letter to Guardian Security Systems, Inc. to terminate the Service Agreement signed on September 30, 2014 between Benton County and Guardian Security Systems, Inc. for alarm monitoring services at the Prosser and Kennewick Maintenance Facilities; and

BE IT FURTHER RESOLVED said Agreement termination will be effective on April 13, 2020.

Dated this 11th day of February 2020.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Orig.: Public Works
Cc: Sonia-PA

S. Christen

Jerome Delvin, *District 1*
Shon Small, *District 2*
James Beaver, *District 3*

Jerrod MacPherson
County Administrator

Board of County Commissioners

February 11, 2020

Guardian Security Systems, Inc.
45 W. Mead
Yakima, WA 98902

Re: Termination of Contract

Benton County is terminating the Service Agreement dated September 30, 2014, and all Amendments to the contract, between Benton County and Guardian Security Systems, Inc., effective April 13, 2020.

Per Section 5. of Exhibit A of said Agreement the County may cancel the Agreement with sixty (60) days written notice. This letter should be considered the sixty (60) days written notice.

Benton County has been pleased with the service Guardian Security Systems, Inc. has provided over the last five plus years, however we have decided to combine the monitoring services for the Road Maintenance Facilities under the existing contract that covers all other County buildings.

Sincerely,

BENTON COUNTY BOARD OF COMMISSIONERS

_____

James Beaver, Chairman

Shannon Christen

From: Reid Hay
Sent: Tuesday, February 04, 2020 3:22 PM
To: Shannon Christen
Subject: RE: NEEDED TODAY IF POSSIBLE

Shannon,

It looks fine.

Thank you,
-- Reid

Reid Hay
Deputy Prosecuting Attorney
Benton County Prosecuting Attorney's Office
Phone: (509) 735-3591
Fax: (509) 222-3705

This email, any and all attachments hereto, and all information contained and conveyed herein may contain and be deemed confidential attorney client privileged and/or work product information. If you have received this email in error, please delete and destroy all electronic, hard copy and any other form immediately. It is illegal to intentionally intercept, endeavor to intercept or procure any other person to intercept or endeavor to intercept, any wire, oral or electronic communication.

From: Shannon Christen <Shannon.Christen@co.benton.wa.us>
Sent: Monday, February 3, 2020 6:24 PM
To: Reid Hay <Reid.Hay@co.benton.wa.us>
Subject: NEEDED TODAY IF POSSIBLE
Importance: High

Reid-

Attached is a resolution and letter for the Board to sign that I would like your review on. There is nothing for you to sign. I have attached the resolution and letter and also the original contract. The termination clause is Section 5 of Exhibit A (if you wanted to see it).

Sorry for the hurried notice, but if I could get your opinion today the 60 days notice will start sooner. If not possible I understand. Thank you.

Shannon Christen
Contract Coordinator
Benton County Public Works Department
509/786-5611 Ext. 5665

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: APPROVING THE AMENDMENT OF THE 2020 - 2025 SIX-YEAR ROAD PROGRAM TO INCLUDE PLYMOUTH ROAD PAVEMENT OVERLAY, DALLAS ROAD BIKE PATH, AND GUIDEPOST AND GUARDRAIL INSTALLATION PROJECTS

WHEREAS, RCW 36.81.121 requires development of perpetual advanced six-year plans for coordinated transportation; and

WHEREAS, the updated six-year plan, describing the road maintenance and improvement program for the period of 2020 through 2025 was adopted on July 30, 2019; and

WHEREAS, the Transportation Alternatives Program (TAP), Service Transportation Program (STP), and the Highway Safety Improvement Program (HSIP) put out a call for projects after the 2020 – 2025 Six-Year Road Program was approved; and

WHEREAS, Public Works has now secured TAP, STP, and HSIP funding for the aforementioned projects; and

WHEREAS, the County Engineer recommends an amendment to the 2020 – 2025 Six-Year Road Program to include Plymouth Road Pavement Overlay, Dallas Road Bike Path, and Guidepost and Guardrail Installation projects; **NOW, THEREFORE,**

BE IT RESOLVED that a Public Hearing on the Amendment of the 2020 – 2025 Six-Year Road Program be held on Tuesday, February 25, 2020 at 9:00 a.m., Local Time, in the Board of County Commissioners' Meeting Room, Benton County Courthouse, 620 Market Street, Prosser, Washington.

Dated this 11th day of February, 2020.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

Attest_____
Clerk of the Board

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

Orig.: Public Works B. Parham

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: February 11, 2020	**Execute Contract**	___	**Consent Agenda**	X
Subject: 2019 Equitable Sharing Agreement Certification	**Pass Resolution**	x	**Public Hearing**	
	Pass Ordinance		**1st Discussion**	
	Pass Motion		**2nd Discussion**	
Prepared by: Katie Gillies	**Other**		**Other**	
Reviewed by: Sheriff Hatcher				

BACKGROUND INFORMATION

The Benton County Sheriff's Office participates in the Equitable Sharing Agreement with the federal government for the use of federally forfeited cash, property proceeds, and any interest earned thereon, which are equitably shared with the participating law enforcement agencies. Pursuant to this agreement the Benton County Sheriff's Office is required to submit yearly the Equitable Sharing Agreement and Certification.

The yearly Equitable Sharing Agreement and Certification must be signed by the Benton County Sheriff and the Chairman of the Board of Benton County Commissioners.

ITEM REVIEWED BY

Ryan Lukson, DPA – Confirming that no finding or settlement agreement regarding Benton County discriminating against any person or group in violation of any of the federal civil rights statues listed.

FISCAL IMPACT

No fiscal impact to Current Expense (0000-101).

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE 2019 FEDERAL EQUITABLE SHARING AGREEMENT AND CERTIFICATION REPORT.

WHEREAS, the Benton County Sheriff's Office participates in the Federal Equitable Sharing Agreement with the federal government for the use of federally forfeited cash, property proceeds, and any interest earned thereon, which are equitably-shared with participating law enforcement agencies. Pursuant to this agreement the Benton County Sheriff's Office is required to submit yearly the Federal Annual Certification Report; and

WHEREAS, the annual Equitable Sharing Agreement and Certification Report must be signed by the Benton County Sheriff and the Chairman of the Board of Benton County Commissioners**; NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners that the Chairman of the Board of Benton County Commissioners is authorized to sign, on behalf of the Board, the Federal Equitable Sharing Agreement and Certification Report for 2019.

Dated this _____ day of _____ , 2020.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Orig: Sheriff's Office
cc: Auditor

Prepared by: Katie Gillies

OMB Number 1123-0011
Expires: December 31, 2021

Equitable Sharing Agreement and Certification

NCIC/ORI/Tracking Number: WA0030000
Agency Name: Benton County Sheriff's Office **Type:** Sheriff's Office
Mailing Address: 7122 W. Okanogan Place Bldg. B
Kennewick, WA 99336

Agency Finance Contact
Name: Gillies, Katie L
Phone: 509-735-6555 x 3273 **Email:** katie.gillies@co.benton.wa.us

Jurisdiction Finance Contact
Name: Coverdell, Aileen
Phone: 509-786-5620 **Email:** aileen.coverdell@co.benton.wa.us

ESAC Preparer
Name: Gillies, Katie L
Phone: 509-735-6555 x 3273 **Email:** katie.gillies@co.benton.wa.us

FY End Date: 12/31/2019 **Agency FY 2020 Budget:** $14,425,885.00

Annual Certification Report

	Summary of Equitable Sharing Activity	Justice Funds [1]	Treasury Funds [2]
1	Beginning Equitable Sharing Fund Balance	$0.00	$0.00
2	Equitable Sharing Funds Received	$3,147.21	$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	$0.00	$0.00
4	Other Income	$0.00	$0.00
5	Interest Income	$0.00	$0.00
6	Total Equitable Sharing Funds Received (total of lines 1-5)	$3,147.21	$0.00
7	Equitable Sharing Funds Spent (total of lines a - n)	$3,147.21	$0.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and line 6)	$0.00	$0.00

[1] Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA
[2] Department of the Treasury Asset Forfeiture Program participants are: IRS, ICE, CBP and USSS.

	Summary of Shared Funds Spent	Justice Funds	Treasury Funds
a	Law Enforcement Operations and Investigations	$1,421.21	$0.00
b	Training and Education	$0.00	$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	$0.00	$0.00
d	Law Enforcement Equipment	$1,726.00	$0.00
e	Joint Law Enforcement/Public Safety Equipment and Operations	$0.00	$0.00
f	Contracts for Services	$0.00	$0.00
g	Law Enforcement Travel and Per Diem	$0.00	$0.00
h	Law Enforcement Awards and Memorials	$0.00	$0.00
i	Drug, Gang, and Other Education or Awareness Programs	$0.00	$0.00
j	Matching Grants	$0.00	$0.00
k	Transfers to Other Participating Law Enforcement Agencies	$0.00	$0.00
l	Support of Community-Based Programs	$0.00	
m	Non-Categorized Expenditures	$0.00	$0.00
n	Salaries	$0.00	$0.00
	Total	$3,147.21	$0.00

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds

Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Support of Community-Based Programs

Recipient	Justice Funds	

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information

Independent Auditor

Name: Ginny Waltman, Team Tri-Cities Audit Manager
Company: Office of the Washington State Auditor
Phone: 509-734-7104 **Email:** waltmang@sao.wa.gov

Were equitable sharing expenditures included on your jurisdiction's prior fiscal year's Schedule of Expenditures of Federal Awards (SEFA)?

YES [X] NO [ ]

Prior year Single Audit Number Assigned by Harvester Database: 18922720181

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq*.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq*.), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within 60 days of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by the entity that maintains the Agency's appropriated or general funds and agrees that the funds will be subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide,* any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the Schedule of Expenditures of Federal Awards (SEFA) under Catalog of Federal Domestic Assistance number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Money Laundering and Asset Recovery Section of the Department of Justice and the Executive Office for Asset Forfeiture of the Department of the Treasury of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ **Yes** ☒ **No**

Agency Head

Name: Hatcher, Jerry
Title: Benton County Sheriff
Email: Jerry.hatcher@co.benton.wa.us

Signature: _____ Date: _____

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Beaver, James
Title: Chairman of the Board
Email: Jim.Beaver@co.benton.wa.us

Signature: _____ Date: _____

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: Feb 11, 2020	**Execute Contract**	**X**	**Consent Agenda**	**X**
Subject: Contract Modification w/ Dept of Energy	**Pass Resolution**	**X**	**Public Hearing**	
	Pass Ordinance		**1st Discussion**	
Prepared by: K. Gillies	**Pass Motion**		**2nd Discussion**	
Reviewed by: Lukson	**Other**		**Other**	

BACKGROUND INFORMATION/ SUMMARY

Benton County and the U.S. Department of Energy entered into a contract for law enforcement service beginning of 1993.

Per Resolution 2019-123 and Contract No. 89303919CEM000010, the Department of Energy solicited the Sheriff's Office for a contract that would continue law enforcement services for the calendar year 2019 with four (4) one-year options.

Per Resolution 2019-123, the Board approved the original contract 89303919CEM000010 between Benton County and U.S. Department of Energy for $665,001 for the base year with four option years for a total of $3,530,579.

Department of Energy provided the Sheriff's Office with a written Modification No. P00002 exercising the first option year one for law enforcement services on the Hanford Site in the amount of $684,951.00 for a period beginning February 1, 2020 through January 31, 2021, bringing the overall contract amount up to $1,349,952.00.

RECOMMENDATION

The Patrol Commander has reviewed the proposed modifications and recommends moving forward with the attached Contract Modification No. P00002.

APPROVED AS TO FORM

Ryan Lukson reviewed and approve the modification P00002

FISCAL IMPACT

Revenue in the amount of $684,951.00 for the period for a period beginning February 1, 2020 through January 31, 2021.

MOTION

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF CONTRACT 89303919CEM000010 MODIFICATION NO. P00002 BETWEEN U.S. DEPARTMENT OF ENERGY AND THE BENTON COUNTY SHERIFF'S OFFICE

WHEREAS, Benton County and the U.S. Department of Energy have entered into a Contract for law enforcement service beginning of 1993; and

WHEREAS, per Resolution 2019-123 and Contract Number 89303919CEM000010, the Department of Energy solicited the Sheriff's Office for a contract that would continue law enforcement services for the calendar year 2019 with four one-year options; and

WHEREAS, the attached Contract 89303919CEM000010 Modification No. P00002 is necessary as the U.S. Department of Energy would like to exercise the first option year for law enforcement services on the Hanford Site in the amount of $684,951.00 from February 1, 2020 through January 31, 2021; and

WHEREAS, the Patrol Commander has reviewed the proposed modification and recommends moving forward with the attached Contract Modification P00002; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby approves the attached Contract 89303919CEM000010 Modification No. P00002 between Benton County and U.S. Department of Energy, exercising the first option year for law enforcement services on the Hanford Site in the amount of $684,951.00 for a period beginning February 1, 2020 through January 31, 2021, bringing the overall contract amount up to $1,349,952.00; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman of the Board to sign the attached Modification No. P00002 to Contract 89303919CEM000010.

Dated this_____day of _____, 2020

_____
Chairman of the Board

_____
Member

_____
Member

Attest: _____
Clerk of the Board

Original: Sheriff's Office K. Gillies

CC: Auditor; DOE

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 22

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00002	See Block 16C	20EM000437	

6. ISSUED BY CODE 893039

Richlands Operations Office
U.S. Department of Energy
Richland Operations Office
P.O. Box 550, MSIN H5-20
Richland WA 99352

7. ADMINISTERED BY *(If other than Item 6)* CODE 00601

Richland Operations Office
U.S. Department of Energy
Richland Operations Office
P.O. Box 550, MSIN A7-80
Richland WA 99352

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

BENTON, COUNTY OF
Attn: Jon Law
7122 W. OKANOGAN PLACE
BLDG. B
KENNEWICK WA 99336

CODE 083738997 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. 89303919CEM000010

10B. DATED *(SEE ITEM 13)* 01/30/2019

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted , such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)* Net Increase: $114,158.50

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* FAR 52.217-9, Option to Extend the Term of Contract and FAR 52.232-18 Availability of Funds (APR 1984)

E. IMPORTANT: Contractor ☒ is not ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

DUNS Number: 083738997
Modification P00002 exercises option year 1 and provides incremental funding in the amount of $114,158.50 from $665,001.00 to $779,159.50 which funds the contract through March 31, 2020. The total amount of the contract is increased by $684,951.00 from $665,001.00 to $1,349,952.00.

This effort is required for the option year 1 period of February 1, 2020, to January 31, 2021.

An updated Section B and current Wage Determination 2015-5528 are attached.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Suzanne W. Hunt	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ *(Signature of person authorized to sign)*		Suzanne W. Hunt *(Signature of Contracting Officer)*	12/19/2019

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	All other terms and conditions remain unchanged. LIST OF CHANGES: CHANGES FOR LINE ITEM NUMBER: 10001 Obligated Amount for this modification: $114,158.50 Incremental Funded Amount changed from $0.00 to $114,158.50 Incrementally Funded through date of 03/31/2020 is added Exercised option NEW ACCOUNTING CODE ADDED: Account code: Fund 01250 Appr Year 2020 Allottee 34 Reporting Entity 421601 Object Class 25105 Program 1111148 Project 0001523 WFO 0000000 Local Use 0000000 Quantity: 0 Amount: $114,158.50 Percent: 16.66667 Delivery Location Code: 00601 Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN H5-20 Richland WA 99352 US Payment: VIPERS https://vipers.doe.gov Any questions, please contact by call/email 855-384-7377 or VipersSupport@hq.doe.gov Fund: 01250 Appr Year: 2020 Allottee: 34 Report Entity: 421601 Object Class: 25105 Program: 1111148 Project: 0001523 WFO: 0000000 Local Use: 0000000 FOB: Destination Period of Performance: 02/01/2019 to 01/31/2021 Change Item 10001 to read as follows(amount shown is the total amount): Continued ...				

NAME OF OFFEROR OR CONTRACTOR
BENTON, COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
10001	First Option Year Line item value is: $684,951.00 Incrementally Funded Amount: $114,158.50				684,951.00

"REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
| WASHINGTON D.C. 20210
|
|
|
| Wage Determination No.: 2015-5528
Daniel W. Simms Division of | Revision No.: 9
Director Wage Determinations | Date Of Last Revision: 09/16/2019

Note: Under Executive Order (EO) 13658 an hourly minimum wage of $10.60 for calendar year 2019 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least $10.60 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2019. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of Benton Franklin

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.46

01012 - Accounting Clerk II	18.48
01013 - Accounting Clerk III	20.68
01020 - Administrative Assistant	27.60
01035 - Court Reporter	18.59
01041 - Customer Service Representative I	15.39
01042 - Customer Service Representative II	17.30
01043 - Customer Service Representative III	18.87
01051 - Data Entry Operator I	16.86
01052 - Data Entry Operator II	18.39
01060 - Dispatcher Motor Vehicle	20.65
01070 - Document Preparation Clerk	14.09
01090 - Duplicating Machine Operator	14.09
01111 - General Clerk I	13.69
01112 - General Clerk II	14.94
01113 - General Clerk III	16.77
01120 - Housing Referral Assistant	20.52
01141 - Messenger Courier	14.91
01191 - Order Clerk I	15.31
01192 - Order Clerk II	16.70
01261 - Personnel Assistant (Employment) I	17.60
01262 - Personnel Assistant (Employment) II	19.70
01263 - Personnel Assistant (Employment) III	21.95
01270 - Production Control Clerk	31.09
01290 - Rental Clerk	15.00
01300 - Scheduler Maintenance	16.45
01311 - Secretary I	16.45
01312 - Secretary II	18.40
01313 - Secretary III	20.52
01320 - Service Order Dispatcher	20.18
01410 - Supply Technician	27.60
01420 - Survey Worker	18.07
01460 - Switchboard Operator/Receptionist	14.99
01531 - Travel Clerk I	14.84
01532 - Travel Clerk II	15.95
01533 - Travel Clerk III	17.09
01611 - Word Processor I	15.07
01612 - Word Processor II	16.91
01613 - Word Processor III	18.91
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	21.49
05010 - Automotive Electrician	21.54

05040 - Automotive Glass Installer 20.11

05070 - Automotive Worker 20.11

05110 - Mobile Equipment Servicer 17.40

05130 - Motor Equipment Metal Mechanic 22.97

05160 - Motor Equipment Metal Worker 20.11

05190 - Motor Vehicle Mechanic 22.97

05220 - Motor Vehicle Mechanic Helper 16.30

05250 - Motor Vehicle Upholstery Worker 18.69

05280 - Motor Vehicle Wrecker 20.11

05310 - Painter Automotive 21.54

05340 - Radiator Repair Specialist 20.11

05370 - Tire Repairer 14.84

05400 - Transmission Repair Specialist 22.97

07000 - Food Preparation And Service Occupations

07010 - Baker 17.23

07041 - Cook I 15.30

07042 - Cook II 17.85

07070 - Dishwasher 11.97

07130 - Food Service Worker 12.41

07210 - Meat Cutter 17.51

07260 - Waiter/Waitress 12.65

09000 - Furniture Maintenance And Repair Occupations

09010 - Electrostatic Spray Painter 27.34

09040 - Furniture Handler 17.81

09080 - Furniture Refinisher 27.34

09090 - Furniture Refinisher Helper 21.97

09110 - Furniture Repairer Minor 25.99

09130 - Upholsterer 27.34

11000 - General Services And Support Occupations

11030 - Cleaner Vehicles 12.94

11060 - Elevator Operator 16.03

11090 - Gardener 18.70

11122 - Housekeeping Aide 16.03

11150 - Janitor 16.03

11210 - Laborer Grounds Maintenance 13.90

11240 - Maid or Houseman 11.99

11260 - Pruner 12.35

11270 - Tractor Operator 17.15

11330 - Trail Maintenance Worker 13.90

11360 - Window Cleaner 18.02

12000 - Health Occupations

12010 - Ambulance Driver	22.40
12011 - Breath Alcohol Technician	24.02
12012 - Certified Occupational Therapist Assistant	32.96
12015 - Certified Physical Therapist Assistant	30.63
12020 - Dental Assistant	19.44
12025 - Dental Hygienist	44.23
12030 - EKG Technician	31.79
12035 - Electroneurodiagnostic Technologist	31.79
12040 - Emergency Medical Technician	22.40
12071 - Licensed Practical Nurse I	21.47
12072 - Licensed Practical Nurse II	24.02
12073 - Licensed Practical Nurse III	26.77
12100 - Medical Assistant	16.73
12130 - Medical Laboratory Technician	23.16
12160 - Medical Record Clerk	16.50
12190 - Medical Record Technician	18.46
12195 - Medical Transcriptionist	19.70
12210 - Nuclear Medicine Technologist	52.77
12221 - Nursing Assistant I	11.42
12222 - Nursing Assistant II	12.85
12223 - Nursing Assistant III	14.02
12224 - Nursing Assistant IV	15.74
12235 - Optical Dispenser	19.06
12236 - Optical Technician	20.76
12250 - Pharmacy Technician	20.98
12280 - Phlebotomist	17.00
12305 - Radiologic Technologist	30.20
12311 - Registered Nurse I	29.51
12312 - Registered Nurse II	36.10
12313 - Registered Nurse II Specialist	36.10
12314 - Registered Nurse III	43.68
12315 - Registered Nurse III Anesthetist	43.68
12316 - Registered Nurse IV	52.36
12317 - Scheduler (Drug and Alcohol Testing)	29.75
12320 - Substance Abuse Treatment Counselor	17.05
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	25.51
13012 - Exhibits Specialist II	31.59
13013 - Exhibits Specialist III	38.64
13041 - Illustrator I	25.51
13042 - Illustrator II	31.59

13043 - Illustrator III		38.64
13047 - Librarian		34.99
13050 - Library Aide/Clerk		19.58
13054 - Library Information Technology Systems Administrator		31.59
13058 - Library Technician		25.51
13061 - Media Specialist I		22.79
13062 - Media Specialist II		25.51
13063 - Media Specialist III		28.42
13071 - Photographer I		22.79
13072 - Photographer II		25.51
13073 - Photographer III		31.59
13074 - Photographer IV		38.64
13075 - Photographer V		46.75
13090 - Technical Order Library Clerk		20.61
13110 - Video Teleconference Technician		22.79
14000 - Information Technology Occupations		
14041 - Computer Operator I		19.45
14042 - Computer Operator II		21.76
14043 - Computer Operator III		24.28
14044 - Computer Operator IV		26.98
14045 - Computer Operator V		29.87
14071 - Computer Programmer I	(see 1)	22.85
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		19.45
14160 - Personal Computer Support Technician		26.98
14170 - System Support Specialist		33.83
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		30.62
15020 - Aircrew Training Devices Instructor (Rated)		37.04
15030 - Air Crew Training Devices Instructor (Pilot)		44.39
15050 - Computer Based Training Specialist / Instructor		30.62
15060 - Educational Technologist		37.11
15070 - Flight Instructor (Pilot)		44.39
15080 - Graphic Artist		23.41
15085 - Maintenance Test Pilot Fixed Jet/Prop		44.14

15086 - Maintenance Test Pilot Rotary Wing 44.14

15088 - Non-Maintenance Test/Co-Pilot 44.14

15090 - Technical Instructor 32.14

15095 - Technical Instructor/Course Developer 39.33

15110 - Test Proctor 25.96

15120 - Tutor 25.96

16000 - Laundry Dry-Cleaning Pressing And Related Occupations

16010 - Assembler 13.13

16030 - Counter Attendant 13.13

16040 - Dry Cleaner 15.02

16070 - Finisher Flatwork Machine 13.13

16090 - Presser Hand 13.13

16110 - Presser Machine Drycleaning 13.13

16130 - Presser Machine Shirts 13.13

16160 - Presser Machine Wearing Apparel Laundry 13.13

16190 - Sewing Machine Operator 15.65

16220 - Tailor 16.28

16250 - Washer Machine 13.76

19000 - Machine Tool Operation And Repair Occupations

19010 - Machine-Tool Operator (Tool Room) 29.94

19040 - Tool And Die Maker 37.64

21000 - Materials Handling And Packing Occupations

21020 - Forklift Operator 18.45

21030 - Material Coordinator 31.09

21040 - Material Expediter 31.09

21050 - Material Handling Laborer 14.77

21071 - Order Filler 14.07

21080 - Production Line Worker (Food Processing) 18.45

21110 - Shipping Packer 17.25

21130 - Shipping/Receiving Clerk 17.25

21140 - Store Worker I 12.50

21150 - Stock Clerk 17.43

21210 - Tools And Parts Attendant 18.45

21410 - Warehouse Specialist 18.45

23000 - Mechanics And Maintenance And Repair Occupations

23010 - Aerospace Structural Welder 33.63

23019 - Aircraft Logs and Records Technician 25.99

23021 - Aircraft Mechanic I 31.94

23022 - Aircraft Mechanic II 33.63

23023 - Aircraft Mechanic III 35.60

23040 - Aircraft Mechanic Helper 21.97

23050 - Aircraft Painter 29.94

23060 - Aircraft Servicer 25.99

23070 - Aircraft Survival Flight Equipment Technician 29.94

23080 - Aircraft Worker 27.97

23091 - Aircrew Life Support Equipment (ALSE) Mechanic I 27.97

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II 31.94

23110 - Appliance Mechanic 29.94

23120 - Bicycle Repairer 21.14

23125 - Cable Splicer 43.10

23130 - Carpenter Maintenance 22.89

23140 - Carpet Layer 21.40

23160 - Electrician Maintenance 40.98

23181 - Electronics Technician Maintenance I 33.15

23182 - Electronics Technician Maintenance II 35.50

23183 - Electronics Technician Maintenance III 37.87

23260 - Fabric Worker 25.99

23290 - Fire Alarm System Mechanic 31.94

23310 - Fire Extinguisher Repairer 23.96

23311 - Fuel Distribution System Mechanic 31.94

23312 - Fuel Distribution System Operator 23.96

23370 - General Maintenance Worker 20.78

23380 - Ground Support Equipment Mechanic 31.94

23381 - Ground Support Equipment Servicer 25.99

23382 - Ground Support Equipment Worker 27.97

23391 - Gunsmith I 23.96

23392 - Gunsmith II 27.97

23393 - Gunsmith III 31.94

23410 - Heating Ventilation And Air-Conditioning Mechanic 26.10

23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility) 27.47

23430 - Heavy Equipment Mechanic 25.82

23440 - Heavy Equipment Operator 25.98

23460 - Instrument Mechanic 38.96

23465 - Laboratory/Shelter Mechanic 29.94

23470 - Laborer 14.77

23510 - Locksmith 27.23

23530 - Machinery Maintenance Mechanic 25.56

23550 - Machinist Maintenance 25.32

23580 - Maintenance Trades Helper	21.97
23591 - Metrology Technician I	38.96
23592 - Metrology Technician II	41.00
23593 - Metrology Technician III	43.42
23640 - Millwright	40.89
23710 - Office Appliance Repairer	22.32
23760 - Painter Maintenance	19.88
23790 - Pipefitter Maintenance	36.20
23810 - Plumber Maintenance	33.93
23820 - Pneudraulic Systems Mechanic	31.94
23850 - Rigger	31.94
23870 - Scale Mechanic	27.97
23890 - Sheet-Metal Worker Maintenance	34.57
23910 - Small Engine Mechanic	27.97
23931 - Telecommunications Mechanic I	31.05
23932 - Telecommunications Mechanic II	32.67
23950 - Telephone Lineman	31.86
23960 - Welder Combination Maintenance	26.86
23965 - Well Driller	31.94
23970 - Woodcraft Worker	31.94
23980 - Woodworker	23.96
24000 - Personal Needs Occupations	
24550 - Case Manager	17.89
24570 - Child Care Attendant	12.05
24580 - Child Care Center Clerk	15.03
24610 - Chore Aide	13.64
24620 - Family Readiness And Support Services Coordinator	17.89
24630 - Homemaker	17.89
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	36.51
25040 - Sewage Plant Operator	30.48
25070 - Stationary Engineer	36.51
25190 - Ventilation Equipment Tender	25.12
25210 - Water Treatment Plant Operator	30.48
27000 - Protective Service Occupations	
27004 - Alarm Monitor	26.63
27007 - Baggage Inspector	19.07
27008 - Corrections Officer	26.20
27010 - Court Security Officer	29.05
27030 - Detection Dog Handler	22.01

27040 - Detention Officer		26.20
27070 - Firefighter		31.89
27101 - Guard I		19.07
27102 - Guard II		22.01
27131 - Police Officer I		35.96
27132 - Police Officer II		39.97
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator		16.96
28042 - Carnival Equipment Repairer		18.49
28043 - Carnival Worker		12.21
28210 - Gate Attendant/Gate Tender		15.34
28310 - Lifeguard		12.53
28350 - Park Attendant (Aide)		17.16
28510 - Recreation Aide/Health Facility Attendant		12.52
28515 - Recreation Specialist		21.25
28630 - Sports Official		13.66
28690 - Swimming Pool Operator		22.22
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		30.59
29020 - Hatch Tender		30.59
29030 - Line Handler		30.59
29041 - Stevedore I		28.40
29042 - Stevedore II		32.76
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist Center (HFO)	(see 2)	38.78
30011 - Air Traffic Control Specialist Station (HFO)	(see 2)	26.74
30012 - Air Traffic Control Specialist Terminal (HFO)	(see 2)	29.45
30021 - Archeological Technician I		20.44
30022 - Archeological Technician II		22.87
30023 - Archeological Technician III		28.33
30030 - Cartographic Technician		28.33
30040 - Civil Engineering Technician		30.98
30051 - Cryogenic Technician I		31.38
30052 - Cryogenic Technician II		34.65
30061 - Drafter/CAD Operator I		20.44
30062 - Drafter/CAD Operator II		22.87
30063 - Drafter/CAD Operator III		25.49
30064 - Drafter/CAD Operator IV		31.38
30081 - Engineering Technician I		18.20
30082 - Engineering Technician II		20.44
30083 - Engineering Technician III		22.87

30084 - Engineering Technician IV 28.33

30085 - Engineering Technician V 34.65

30086 - Engineering Technician VI 41.92

30090 - Environmental Technician 30.54

30095 - Evidence Control Specialist 28.33

30210 - Laboratory Technician 34.99

30221 - Latent Fingerprint Technician I 31.38

30222 - Latent Fingerprint Technician II 34.65

30240 - Mathematical Technician 28.33

30361 - Paralegal/Legal Assistant I 18.39

30362 - Paralegal/Legal Assistant II 22.78

30363 - Paralegal/Legal Assistant III 27.86

30364 - Paralegal/Legal Assistant IV 33.71

30375 - Petroleum Supply Specialist 34.65

30390 - Photo-Optics Technician 28.33

30395 - Radiation Control Technician 34.65

30461 - Technical Writer I 28.35

30462 - Technical Writer II 34.69

30463 - Technical Writer III 41.96

30491 - Unexploded Ordnance (UXO) Technician I 24.65

30492 - Unexploded Ordnance (UXO) Technician II 29.82

30493 - Unexploded Ordnance (UXO) Technician III 35.74

30494 - Unexploded (UXO) Safety Escort 24.65

30495 - Unexploded (UXO) Sweep Personnel 24.65

30501 - Weather Forecaster I 31.38

30502 - Weather Forecaster II 38.15

30620 - Weather Observer Combined Upper Air Or (see 2) 25.49

Surface Programs

30621 - Weather Observer Senior (see 2) 28.33

31000 - Transportation/Mobile Equipment Operation Occupations

31010 - Airplane Pilot 29.82

31020 - Bus Aide 14.32

31030 - Bus Driver 20.90

31043 - Driver Courier 16.12

31260 - Parking and Lot Attendant 12.72

31290 - Shuttle Bus Driver 17.58

31310 - Taxi Driver 15.82

31361 - Truckdriver Light 17.58

31362 - Truckdriver Medium 19.06

31363 - Truckdriver Heavy 23.12

31364 - Truckdriver Tractor-Trailer 23.12

99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.54
99030 - Cashier	12.03
99050 - Desk Clerk	12.20
99095 - Embalmer	24.65
99130 - Flight Follower	24.65
99251 - Laboratory Animal Caretaker I	12.60
99252 - Laboratory Animal Caretaker II	13.74
99260 - Marketing Analyst	25.70
99310 - Mortician	24.65
99410 - Pest Controller	22.73
99510 - Photofinishing Worker	12.95
99710 - Recycling Laborer	23.76
99711 - Recycling Specialist	29.02
99730 - Refuse Collector	21.21
99810 - Sales Clerk	12.30
99820 - School Crossing Guard	14.93
99830 - Survey Party Chief	29.32
99831 - Surveying Aide	18.43
99832 - Surveying Technician	25.21
99840 - Vending Machine Attendant	19.22
99841 - Vending Machine Repairer	24.46
99842 - Vending Machine Repairer Helper	19.22

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill

injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life accident and health insurance plans sick leave pension plans civic and personal leave severance pay and savings and thrift plans. Minimum employer contributions costing an average of $4.54 per hour computed on the basis of all hours worked by service employees employed on the contract.

HEALTH & WELFARE EO 13706: Minimum employer contributions costing an average of $4.22 per hour computed on the basis of all hours worked by service employees employed on the covered contracts. *

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years 4 weeks after 10 years and 5 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day Martin Luther

King Jr.'s Birthday Washington's Birthday Memorial Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than $27.63 (or on a salary or fee basis at a rate not less than $455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds $27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures including

consulting with users to determine hardware software or system functional specifications;

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

(3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract by the employer by the state or local law etc.) the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However in those instances where the uniforms furnished are made of ""wash and wear"" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial

laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the ""Service Contract Act Directory of Occupations"" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are

included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

Section B - Supplies or Services/Prices

DOE-B-1001 Deliverable Requirements - Firm Fixed Price

The Contractor shall be responsible for providing law and traffic enforcement services as described in Section C, Statement of Work (SOW), at the facilities specified in the DOE-F-1002.

Item	Description	Unit	Amount
00001	Base Year	Lump Sum*	$ 665,001.00
10001	First Option Year	Lump Sum*	$ 684,951.00
20001	Second Option Year	Lump Sum*	$ 705,499.00
30001	Third Option Year	Lump Sum*	$ 726,664.00
40001	Fourth Option Year	Lump Sum*	$ 748,464.00
Total			**$ 3,530,579.00**

The Item Numbers ordered to date are 10001.

The Firm-Fixed-Price of the items ordered to date is $1,349,952.00.

(End of clause)

DOE-B-1002 Obligation of Funds

Pursuant to Section B-1003 clause entitled "Limitation of Government's Obligation", the total amount of incremental funding allotted is $779,159.50.

(End of clause)

DOE-B-1003 Limitation of Government's Obligation

(a) Funds are not presently available for performance under this contract beyond 1/31/2020. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 1/31/2020 until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(b) The Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government."

(c) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(End of clause)

BENTON COUNTY AGENDA ITEM

AGENDA ITEM:		**Type of Action**			
MEETING DATE:	2/11/2020	Execute Contract	X	CONSENT AGENDA	X
SUBJECT:	Resolution & Personal Service Contract for Regional Toxicology Services, LLC d/b/a Cordant Health Solutions	Pass Resolution	X	PUBLIC HEARING	
		Pass Ordinance		1ST DISCUSSION	
		Pass Motion		2ND DISCUSSION	
Prepared By:	Tiffany Deaton	Other		OTHER	
Reviewed By:	Stephen Hallstrom Linda Ivey Jennifer Bowe	Approve for Hearing			

BACKGROUND INFORMATION

In the past, Benton and Franklin Counties entered into Bi-County Resolutions and Personal Service Contracts with Redwood Toxicology (Benton Res 2019-168/ Franklin Res 2019-059) to provide urinalysis testing to Juveniles and Adults required to provide urinalysis as part of their participation in Adult and Juvenile Drug Courts. The Superior Court Administrator, Tiffany Deaton and the Juvenile Justice Administrator, Darryl Banks, have determined that it is no longer necessary for Benton and Franklin Counties Adult and Juvenile Drug Courts to combine their Personal Service Contracts. The Superior Court Administrator, Tiffany Deaton has further determined that Redwood Toxicology is no longer the best contractor to support the needs of the Benton and Franklin Counties Adult Drug Court. A Personal Services Contract with Regional Toxicology Services, LLC d/b/a Cordant Health Solutions would be more efficient in meeting the day to day needs of Adult Drug Court while reducing costs for these required services.

SUMMARY

Please see attached Contract

RECOMMENDATION

The Court recommends approval of the contract.

FISCAL IMPACT

No fiscal impact. All funds are within Superior Court 2020 budget.

MOTION

I move to approve Resolution No. _____ and the 2020 Contract between Benton and Franklin County and Regional Toxicology Services, LLC d/b/a Cordant Health Solutions.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. 2020-042

BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON;

IN THE MATTER OF AWARDING REGIONAL TOXICOLOGY SERVICES, LLC d/b/a CORDANT HEALTH SOLUTIONS A PERSONAL SERVICES CONTRACT TO PROVIDE URINALYSIS TESTING TO ADULTS REQUIRED TO PROVIDE URINALYSIS.

WHEREAS, per resolution 2012-677, "…for all contracts for non-public works services the county need not advertise or follow a formal competitive bidding procedure, but may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost"; and

WHEREAS, the Benton-Franklin Counties Superior Court Administrator recommends entering into a Personal Services Contract with Regional Toxicology Services, LLC d/b/a Cordant Health Solutions; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County Washington and by the Board of Franklin County Commissioners, Franklin County Washington the Boards concur with the Superior Court Administrator's recommendation and hereby awards the Personal Service Contract to Regional Toxicology Services, LLC d/b/a Cordant Health Solutions in an amount not to exceed $50,000.00; and

BE IT FURTHER RESOLVED, that the Chairman is authorized to sign the attached Personal Service Contract; and

BE IT FURTHER RESOLVED, the term of the attached Contract commences February 1, 2020 by the Counties and expires on December 31, 2020.

DATED this ___ day of _____ 2020
BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chairman of the Board

_____
Chairman Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

_____
Clerk of the Board

DATED this 4th day of February 2020
FRANKLIN COUNTY BOARD OF COMMISSIONERS

_____
Chairman of the Board

_____
Chairman Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

_____
Clerk of the Board

Prepared by: T. Deaton

Originals (4): 1-BC Commissioners, 1-FC Commissioners, 1Cordant

BENTON and FRANKLIN COUNTIES
PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and FRANKLIN COUNTY, a political subdivision with its principal offices at 1016 N. 4th Avenue, Pasco, WA 99301 (hereinafter "COUNTIES"), and Regional Toxicology Services, LLC d/b/a **Cordant Health Solutions**, with its principal offices at **12015 East 46th Ave., Suite 220, Denver, CO 80239**, (hereinafter "CONTRACTOR").

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. CONTRACT DOCUMENTS

This Contract consists of these Terms and Conditions and the following documents:

a. **Exhibit A – Scope of Services & Pricing Schedule**
b. **EXHIBIT B – Services/Supplies Included**

2. DURATION OF CONTRACT

The term of this Contract shall begin on **February 1, 2020** and shall expire on **December 31, 2020**. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

a. The CONTRACTOR shall provide urinalysis testing to adults required to provide urinalysis. A detailed description of the services to be performed and supplies provided by the CONTRACTOR is set forth in **Exhibit A, "Scope of Services & Pricing Schedule"** and Exhibit B, "Services/Supplies Included", which is attached hereto and incorporated herein by reference.

b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTIES.

c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.

d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.

e. The CONTRACTOR shall confer with the COUNTIES from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTIES.

4. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a Contract Representative. Each party may change its representative upon providing written notice to the other party. The parties' Contract Representatives are as follows:

a. For CONTRACTOR: Shane Brickner, National Sales Manager
Cordant Health Solutions
12015 East 46th Ave., Suite 220
Denver, CO 80239
Phone: (509) 993-8276
Email: SBrickner@cordanths.com

b. For COUNTIES: Tiffany Deaton, Administrator
Benton-Franklin Counties Superior Court
7122 W. Okanogan Place, Building A
Kennewick, WA 99336
Phone: (509) 736-3071
Email: tiffany.deaton@co.benton.wa.us

5. COMPENSATION

a. For the services performed under this Contract, the CONTRACTOR shall be paid in accordance to **Exhibit A**. A detailed description of the compensation to be paid by the COUNTIES is set forth in **Exhibit A**, which is attached hereto and incorporated herein by reference.

b. The maximum total amount payable by the COUNTIES to the CONTRACTOR under this Contract shall not exceed $50,000.00.

c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.

d. The CONTRACTOR may, in accordance with **Exhibit A**, submit invoices to the COUNTIES not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTIES during the billing period. The COUNTIES shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.

e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the reasonable satisfaction of the COUNTIES.

f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTIES, the COUNTIES may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.

g. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTIES.

b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTIES.

7. HOLD HARMLESS AND INDEMNIFICATION

a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTIES and its officers, officials, employees and agents, from and against any and all third-party claims, actions, suits, liability, losses, 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.

Despite the above, in no event shall Contractor be obligated to indemnify defend and save harmless the Counties its officers, officials, employees, contractors, agents to the extent that any action claim or loss occurs or results, in whole or in part, from the acts or omissions of the Counties its officers, officials, employees, contractors, agents, or third parties.

b. In any and all claims against the COUNTIES and its officers, officials, employees and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 7 shall survive termination and expiration of this Contract.**

c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, or the CONTRACTOR'S employees, agents or subcontractors.

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

a. **Professional Liability Insurance:** Prior to the start of work under this Contract, the CONTRACTOR shall secure and maintain at its own expense Professional Liability Insurance appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than one million dollars ($1,000,000) each claim and in the aggregate. Such insurance will be provided by an insurance carrier with a Best's Rating of not less than A-VII.

The coverage shall apply to liability for a professional error, act, or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract. If the policy is claims-made, the retroactive date shall be prior to or coincident with the effective date of this Contract. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of 36 months after the completion of work. CONTRACTOR shall annually provide COUNTIES with proof of all such insurance.

b. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington, workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTIES for recovery of damages to the extent they are covered by workers compensation and employers liability.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation

statutes and regulations and COUNTIES incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTIES. Indemnity shall include all fines, payment of benefits to CONTRACTOR or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to COUNTIES by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTIES to CONTRACTOR for performance of this Contract.

c. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CONTRACTOR from claims for wrongful death, bodily injury, personal injury, and property damage that may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregate
$1,000,000 Personal Injury and Advertising Injury
$1,000,000 Each Occurrence

The commercial general liability policy must contain an endorsement naming the COUNTIES and its elected and appointed officials, employees and agents as an Additional Insured and an endorsement that specifically states that CONTRACTOR'S commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTIES.

The CONTRACTOR must provide commercial general liability coverage that does not exclude activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section **7.** The Commercial General Liability policy covers liability assumed in an insured contract, but only to the extent that the underlying claim is covered by the policy, i.e. bodily injury and property damage as defined in the policy. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the

first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

CONTRACTOR shall also provide Stop Gap Employer's Liability Insurance coverage with minimum limits as follows:

$1,000,000 Each Accident
$1,000,000 Policy Limit for Disease
$1,000,000 Each Employee for Disease

d. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTIES or its elected and appointed officers, officials, employees or agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible or risk retention maintained or participated in by the COUNTIES shall be excess and not contributory to CONTRACTOR'S insurance policies.

2. The CONTRACTOR'S will provide a copy of the additional insured provisions.

3. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. The CONTRACTOR shall furnish separate certificates and endorsement for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

5. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTIES shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**

6. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are

completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract, except for professional liability under Section **8(a)**, shall be written on a claims made form.

8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis. Waiver of subrogation is not available for Professional Liability policy.

9. Compensation and/or payments due to CONTRACTOR under this Contract are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

e. **Verification of Coverage and Acceptability of Insurers:**

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington or the State of Colorado as applicable, and have a A. M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other

than Professional Liability, Auto Liability and Workmen's Compensation, shall specifically include the COUNTIES and its elected officials, employees and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days prior written prior notice to the COUNTIES. Any insurance or self-insurance maintained by the COUNTIES and its elected or appointed officials, employees and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it. Notice of cancellation will be provided by Cordant Health Solutions.

2. Certificates of Liability Insurance, with endorsements attached, are to be provided to the Counties' Contract Representative referenced in Section 4.b.

3. All written notices under this Section **8** and notice of cancellation or change of required insurance coverages shall be mailed to the Counties' Contract Representative referenced in Section 4. b.

4. The CONTRACTOR or its broker shall provide a copy of any and all Certificate of Insurance, and any endorsements specified in this Contract upon request of the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336 or the Franklin County Risk Manager at the following address: 1016 N. 4th Ave., Pasco, WA 99301.

9. TERMINATION

a. Either party may terminate this Contract upon giving thirty (30) days written notice by certified mail to the other party. In that event, the COUNTIES shall pay the CONTRACTOR for all cost incurred by the CONTRACTOR in performing the Contract up to the date of termination notice. Payment shall be made in accordance with the Compensation Section of this Contract.

b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTIES may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this subsection shall be effective upon the date specified in the written notice of termination sent by the COUNTIES to the CONTRACTOR. After

the effective date, no charges incurred under this Contract shall be allowed.

c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTIES, the COUNTIES may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTIES shall pay the CONTRACTOR only for the costs of services accepted by the COUNTIES, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTIES, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTIES in completing the work and all damage sustained by the COUNTIES by reason of the CONTRACTOR'S breach.

10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written, such consent shall not be unreasonably withheld of the COUNTIES.

b. Notwithstanding the foregoing, Contractor may assign this Agreement without consent to its affiliate, where the assigning party must unconditionally guarantee the assignee's performance and where the Affiliate must be under the same majority ownership as the Contractor.

c. The foregoing shall not apply to any work to be performed by an affiliate of CONTRACTOR, where affiliate means any corporation, firm, limited liability company, partnership or other entity that directly or indirectly controls or is controlled by or is under common control with CONTRACTOR.

d. The CONTRACTOR warrants that it has not paid, nor has it agreed to pay, any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

12. INDEPENDENT CONTRACTOR

a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTIES. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section **5** of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any COUNTIES benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to COUNTIES employees.

c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act or purport to act as an employee, agent, or representative of the COUNTIES.

d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law that are now or may be enacted during the term of this Contract.

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTIES contract representative or designee.

13. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

14. INSPECTION OF BOOKS AND RECORDS

The COUNTIES may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep, and make available to the COUNTIES upon request, all records relating to the performance of this Contract for six (6) years after Contract termination or expiration.

15. NONDISCRIMINATION

The CONTRACTOR and its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of their obligations hereunder on the basis of race, religion, color, national origin, sex, age, honorably discharged veteran or military status, sexual orientation, marital status, the presence of any sensory, mental, or physical disability, or any other protected status.

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

a. Contractor retains ownership of any of its data, and other materials created prior to this Agreement, even if used in the fulfillment of its obligations under this Agreement. The COUNTIES' agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefrom to the extent such use is not agreed to in writing by the CONTRACTOR.

b. An electronic copy of all word processing documents shall be submitted to the COUNTIES upon request and/or at the expiration of the Contract, using the word processing program and version specified by the COUNTIES.

17. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify and defend the COUNTIES and its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the COUNTIES, where such action is based on the claim that information supplied by the CONTRACTOR or subcontractor infringes any patent or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTIES of any notice of such claim.

18. DISPUTES

Disputes between the CONTRACTOR and the COUNTIES, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTIES at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTIES Contract Representative or designee. All rulings, orders, instructions and decisions of the COUNTIES Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

19. CONFIDENTIALITY

The CONTRACTOR and its employees, subcontractors, and subcontractors' employees shall maintain the confidentiality of all information provided by the COUNTIES or acquired by the COUNTIES in performance of this Contract, except upon the prior written consent of the COUNTIES or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTIES written notice of any judicial proceeding seeking disclosure of such information.

20. CHOICE OF LAW, JURISDICTION AND VENUE

a. This Contract has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in as determined by the Washington Administrative Office of the Courts.

21. SUCCESSORS AND ASSIGNS

The COUNTIES, to the extent permitted by law, and the CONTRACTOR each bind themselves and their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

22. SEVERABILITY

a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

23. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of their agreement. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

24. NOTICES

Any notices provided under this Contract shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the mailing addresses set out in Section **4** of this Contract. Notice shall be deemed to be given three (3) days following the date of mailing, or immediately, if personally served.

25. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, indemnification provisions (Sections **7** and **17**); extended reporting period requirements for professional liability insurance (Section **8(a)**); inspection and keeping of records and books (Section **14**); litigation hold notice (Section **26**); Public Records Act (Section **27**) and confidentiality (Section **19**).

26. LITIGATION HOLD NOTICE

In the event the COUNTIES learn of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section **14** of this Contract may be of evidentiary value, the COUNTIES may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTIES is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out above in Section **14**.

27. PUBLIC RECORDS ACT

CONTRACTOR hereby acknowledges that the COUNTIES are a governmental entity and as such is subject to the requirements of the Public Records Act, Chapter 42.56 RCW. Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTIES may be required by virtue of that Act to disclose any records related to this Contract actually in its possession or in CONTRACTOR'S possession. This may include records that CONTRACTOR regards as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTIES that it regards as confidential or proprietary, CONTRACTOR agrees to conspicuously mark the records as such. CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTIES release of records covered under the Public Records Act. The COUNTIES' agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act that will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives, and it is effective on February 1, 2020.

The parties specifically certify that the provisions contained within Section 8 are mutually negotiated.

Cordant Health Solutions

1/21/2020

Shane Brickner **Date**

Benton-Franklin Counties Superior Court

Tiffany Deaton

Tiffany Deaton
Court Administrator 1-23-2020
Date

BENTON COUNTY APPROVAL

Approved as to Form:

012320

Stephen Hallstrom, Deputy Prosecuting Attorney Date

By: _____
Name: _____
Title: Chairman, Board of Commissioners
Date: _____

Attest:

Clerk of the Board: _____

FRANKLIN COUNTY APPROVAL

Approved as to Form:

1/23/2020

Jennifer Johnson, Civil Deputy Prosecuting Attorney Date

By: _____
Name: ROBERT KOCH
Title: Chairman, Board of Commissioners
Date: 2-4-2020

Attest:

Clerk of the Board: _____

Cordant

Forensic Solutions™

Benton County
Adult Drug Court
7122 W Okanogan Pl
Bldg A
Kennewick WA 99336
Ph: 509-735-8388

Tacoma Laboratory

Contact: Kim Schuler Phone: ( ) - E-Mail: kimberely.schuler@co.benton.wa.us Fax:

SCOPE OF SERVICES & PRICING SCHEDULE

PRICING ASSUMPTIONS

EMV samples monthly = 13
FedEx Estimated Monthly pick ups = 4
Estimated Positivity Rate = 25%

Lab Testing: Urine

URINE: *LAB SCREEN PLUS AUTOMATIC CONFIRMATION**- **Automatic confirmations will be conducted on ALL positive drugs at NO additional charge.**

Check Desired Panels (note: only selected panels will be setup on account)	DESCRIPTION (Please circle desired drugs)	PRICE PER TEST
☐	**8 Drug Panel w/Adulterants: Amp/Meth, Benzo Cocaine, Etoh, Fentanyl, Opiates, Oxycodone, THC**	**$13.75**

**Positivity Rate estimate: 25%. We will review your actual positivity rate after 90-120 days and price may be adjusted accordingly.*

Lab Testing – Specialty Panels & Synthetics - Urine

URINE*: LAB TESTED: Specialty Tests*

Check Desired Panels (note: only selected panels will be setup on account)	DESCRIPTION	PRICE PER TEST
☐	**Individual Direct Confirmations/Reconfirmation: Amp/Meth, Bzo, Cocaine, Etoh, Opiates, Oxycodone, THC**	**$18.00 each**
☐	**Direct Confirmation/Reconfirmation: Fentanyl**	**$25.00**
☐	**Direct Confirmation: Kratom**	**$25.00**

EXHIBIT A

Property of Cordant Health Solutions - Confidential

COURT REPRESENTATION AND TESTIMONY

DESCRIPTION		FEES
In-person	(1st day of testimony)	$150/hr. (8 hour minimum)
In-person	(2nd day of testimony)	$150/hr.
Telephonic		No Charge
Skype or video-conferencing		No Charge
Litigation Packet		$75.00
Affidavit		$25.00

Norchem SENTRY™

EVIDENCE BASED SUBSTANCE ABUSE MANAGEMENT PROGRAM
Web-based randomization
Local telephone line for clients to call into daily
Call log reports date, time, phone # and caller ID
Electronic chain of custody
Real-time test results
Non-compliance alerts and reports
Instant device module: Document positive/negative screen results
Full customization and on-going support of SENTRY and all features

***IMPORTANT NOTE**: A screened positive result is considered presumptive. A small percentage of screen only positive results will not confirm by an alternative method. Therefore, for the protection of all involved parties, no punitive action should take place without the donor being afforded the opportunity to have positive screen result(s) confirmed by GC/MS, GC, or LC/MS/MS.*

SERVICES/SUPPLIES INCLUDED

Scientific Consultation:
Cordant's toxicologists and technical staff are *available 24 hours a day* to answer questions on drugs of abuse, result interpretation, adulterant testing, medication interferences, cross-reacting drugs and other related items.

GC/MS & LC/MS/MS Confirmation:
Cordant utilizes GC/MS (Gas Chromatography / Mass Spectrometry) and LC/MS/MS (Liquid Chromatography double Mass Spectrometry) as our confirmation methods providing the most definitive and accurate results.

Quantitation:
Included on all GC/MS & LC/MS/MS confirmed positives.

Adulterant Test:
Cordant offers a full adulterant test: pH, Oxidants, Specific Gravity and Uric Acid as requested. Creatinine is automatically run on every urine specimen to ensure validity of the sample.

Test Order Form:
Norchem-SENTRY™pre-populates all client demographic information, the date, and the time of collection into the Chain of Custody form. All that needs to be entered on the SENTRY Chain of Custody form by the collector is the client and collector signatures, if the specimen temperature is within the normal range, and that it was visually observed. The security seal also needs to be initialed and dated by the client once it has been placed on the specimen vial. This allows for a faster collection process and provides a form that is legible and complete, all which support a legally defensible collection.

The SENTRY application allows the COC form to be printed with any basic printer (using 20# paper with built in security seals that we provide). The SENTRY COC form will print client demographics including client or Case ID#, selected panel, bar code, time stamp and date on all appropriate areas of the COC.

Positive drug specimen storage:
Specimens that are confirmed positive are retained for 1 year.

Provided Specimen Collection & Transport Supplies:

- Specimen Container with Temperature Strip
- Specimen Security Bag
- Courier Bag or FedEx Supplies

Specimen Transport: FedEx or Courier (select locations) pick-ups Monday through Friday with next day delivery to Cordant Health Solutions * *A FedEx surcharge may apply when shipping less than 5 samples per bag or fewer pickup days can be chosen to help reduce your price.*

ELECTRONIC TEST RESULTS:

EXHIBIT B

Secure Online web portal through our standard web results portal or SENTRY. Results can also be delivered via fax, EMR Interface or email. We provide results within a 24-48 hour turn-around time (not including weekends and holidays). We pride ourselves on providing quality test results within the fastest turn around times in the industry.

Confirmed positive test results for common substances are typically provided within 48-72 hours after receipt of specimens by the laboratory. Negative screen results are reported within twenty-four (24) hours of receipt by the laboratory. On average, Cordant Forensic Solutions Laboratory delivers over 40% of confirmed positive results on common substances on the same day as receipt of specimen, with the balance reported the following day. Results are noted individually as positive or negative.

TURNAROUND TIME (TAT):
Upon receipt at laboratory:

Urine
- *Negative results are reported within 24 hours – 48 hours.*
- *Positives are reported within 48 – 72 hours.*

Oral Fluid
- *Negative results reported within 24 - 48 hours.*
- *Positive results available within 48 - 72 hours.*

Hair Testing (sent to Cordant – New York)
- *Negative results reported within 72 hours.*
- *Confirmed positive results reported within 5-7 business days.*

BILLING: Cordant Health Solutions monthly invoicing for direct bill customers can be invoiced net 15 Days or Net 30 Days.

TERMS OF AGREEMENT

Cordant Health Solutions ("Cordant") agrees to furnish the services indicated in this Agreement, at the prices shown, for a period of one (1) year. After the initial one (1) year period, upon thirty (30) days' written notice, Cordant retains the right to make adjustments, as they deem necessary. These adjustments may include, but are not limited to, price adjustments (due to cost changes) and change in methodology (due to advances in technology).

The customer, Benton and Franklin Counties, agrees to remit payment to Cordant, following receipt of invoice, per the payment terms shown. At Cordant's discretion, services may be terminated for late and/or non-payment. Either party may terminate this agreement, for any reason, with thirty (30) days' notice. With respect to all payments received more than fifteen (15) days after the Payment Due Date, a late charge of one and one half percent (1.5%) per month or the maximum permissible amount permitted under the law, may be charged at Cordant's sole discretion on payments due to Cordant from the Payment Due Date until the date the payment is received by Cordant.

Laboratory Services shall only be rendered by Laboratory with a valid order from through a laboratory requisition, either hard copy or electronic, which is issued by Laboratory and which permits the selection of individual tests. Nothing in this Agreement shall require customer to refer laboratory tests to Laboratory or make referrals to any affiliate of Laboratory. Each party warrants to the other party that neither it nor any of its directors, officers or owners, and to the best of its knowledge, its employees and agents, have been debarred, suspended, declared ineligible, or excluded from Medicare, Medicaid or any other plan or program that provides health benefits, whether directly through insurance or otherwise, which is funded directly, in whole or in part, by the United States Government or any State health care program. This shall be an ongoing representation and warranty during the term of this Agreement and each party shall immediately notify the other party of any change in the status of the representations and warranty.

On behalf of the organization listed below, I hereby understand and agree to the above services and terms

Benton County, 620 Market Street, Prosser, WA 99350
Franklin County, 1016 N. 4th Avenue, Pasco, WA 99301

Client Name & Address

Tiffany Deaton — CoVA Administrator

Print Name — Title

Tiffany Deaton — 1 / 28 / 2020

Signature — **Date**

SENTRY Sales & Application Specialist

Customer Name
Shane Brickner

Cordant Representative (Print Name)

Property of Cordant Health Solutions - Confidential

Signature

1 / 24 / 2020

Date

AGENDA ITEM	ACTION NEEDED	DISCUSSION TYPE
Meeting Date: 04 Feb 2020	**Execute Contract X**	**Consent Agenda**
Subject: Matheson Pit	**Pass Resolution X**	**Public Hearing**
Memo Date: 23 Jan 2020	**Pass Ordinance**	**1st Discussion X**
Prepared By: B Romine	**Pass Motion**	**2nd Discussion**
Reviewed By: AJF	**None**	**Other**

SUMMARY

For consideration is entering into a new lease agreement with the Washington Idaho Construction Teamsters-Employers Apprenticeship & Training Trust Fund (Teamsters) for use of the "Matheson Pit" parcel at the Benton County Fairgrounds.

BACKGROUND

The new lease agreement will allow for continuation of an arrangement that has been in place at the Matheson Pit for a number of years. The Teamsters operate truck and other large vehicle training on the property, usually two-week sessions, two or three times per year.

The "Matheson Pit" is the former quarry on the County property immediately adjacent (east) of the Fairgrounds proper. Other than a storage building also on site and as an irrigation water source, the County does not use the property for any other regular purposes.

The Fairgrounds Event Coordinator developed the new agreement with the Teamsters. The agreement has been approved for form by the Prosecutor.

Staff will give a brief presentation and field questions.

FISCAL IMPACT

The County shall receive $1000.00 per year for five years.

RECOMMENDATION

Approve the new lease agreement.

# # #

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVING THE LEASE AGREEMENT BETWEEN BENTON COUNTY AND WASHINGTON IDAHO CONSTRUCTION TEAMSTERS – EMPLOYERS APPRENTICESHIP & TRAINING TRUST FUND DBA TEAMSTERS/AGC TRAINING CENTER FOR THE PURPOSE OF CONSTRUCTION TRUCK DRIVER APPRENTICESHIP TRAINING IN THE "MATHESON GRAVEL PIT"

WHEREAS, Washington Idaho Construction Teamsters – Employers Apprenticeship & Training Trust Fund DBA Teamsters/AGC Training Center and Benton County came to agreement for the use of the Matheson Gravel Pit at the Benton County Fairgrounds for the purpose of Construction Truck Driver Apprenticeship training; and,

WHEREAS, the attached Lease Agreement has been reviewed and approved to form by the Prosecuting Attorney; and,

WHEREAS, the Risk Manager recommends approving the attached Lease Agreement, replacing the previous Lease Agreement that expired December 31, 2019; **NOW THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners approves and agrees to sign the attached Lease Agreement between Benton County and the Washington Idaho Construction Teamsters- Employers Apprenticeship & Training Trust relating to the use of the Matheson Gravel Pit for construction truck driver apprenticeship training.

BE IT FURTHER RESOLVED, the lease agreement shall become effective upon signature of both parties and shall expire December 31, 2024.

Dated this _____ day of _____ 2020.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest: _____
Clerk of the Board

Original: Commissioners
cc: Contract Management, Fairgrounds

MATHESON PIT LEASE AGREEMENT

This Lease Agreement is entered into effective upon the signature of both parties and shall expire December 31, 2024, between Washington Idaho Construction Teamsters-Employers Apprenticeship & Training Trust Fund Dba Teamsters/AGC Training Center. A trust organized under the laws of the State of Washington, with its principal place of business at 2410 E Saint Helens St Pasco, WA, 99301 (Lessee) and Benton County, a political subdivision of the State of Washington (Lessor).

NOW THEREFORE, Lessor and Lessee hereby agree as follows:

1. PURPOSE

The lease of real property, which is located at the Benton County Fairgrounds, contemplated by this lease agreement shall be for the purpose of construction truck driver apprenticeship training.

Therefore, it is understood and expressly agreed that if Lessee shall be dissolved or cease to function as a State of Washington authorized Truck Driving Apprenticeship Program; discontinue operation of the Leased Property (as defined below Section 2) as an apprenticeship truck driving program for reasons other than an act of God or war; in case its lease hold interest and estate in the Leased Property shall be taken or levied upon by any process of law or proceedings in bankruptcy or insolvency; if a receiver or trustee shall be appointed for Lessee's assets; or if this Lease Agreement shall by operation of law devolve upon or pass to any person, firm or corporation other than Lessee, this Lease Agreement and all rights of Lessee under it shall, at the election of Lessor, cease and immediately terminate; and it shall be lawful for Lessor to enter into and upon all Leased Property at any time and remove all persons from the same; and reclaim full and complete control thereof.

2. LEASED PROPERTY

This Lease Agreement is for the following real property described below and described on Exhibit A and situated in Benton County, Washington:

Lot 2, Short Plat 1253, as recorded in Vol. 1 of Short Plats, Page 1253, Auditor's Fee #862887, records of Benton County, all in Section 8, Township 8 North, Range 30 East, WM, EXCEPT, all Lessor road right of ways thereon.

3. TERM OF LEASE

The term of this Lease Agreement shall be effective upon the signature of both parties and shall expire on December 31, 2024. Lessee shall hold no more than 3 training sessions beginning the 3rd week of February through the 2nd week of July for each year of this lease.

4. RENTAL FEE

Lessee agrees to pay to Lessor the following sums for the use of the Leased Property:

- $1,000.00 per training session for rental year 2020;

- $1,000.00 per training session for rental year 2021;
- $1,000.00 per training session for rental year 2022;
- $1,000.00 per training session for rental year 2023; and
- $1,000.00 per training session for rental year 2024.

5. DATE FOR PAYMENT

Lessee agrees to make payment to Lessor at the beginning of each training period. Training periods will run each year beginning the 3rd week of February through the 2nd week of July.

6. LESSEES' RESPONSIBILITIES

Lessee hereby agrees to maintain the Leased Property during the permissible times of occupancy of such by Lessee under this Lease Agreement, in as good as condition as exists as of the first day of the first training week each year or at the time of other occupancy by Lessee, reasonable wear and tear, loss by fire or Act of God, expressly excepted.

Lessee also agrees to quietly and peaceably deliver up the possession of the Leased Property in good state and condition at the end of each period of permitted occupancy. Good state and condition includes the removal of, solid waste and any vehicles on Leased Property. It is the responsibility of the Lessee to return the grounds to good state and condition.

No material shall be removed from the Leased Property and all material used for practice shall be returned to its original location. The maximum number of trainees on the Leased Property at one time shall be eight (8). An instructor, with qualifications meeting or exceeding industry standards for the type of training performed, shall be present during all operating times.

7. DAMAGE OR DESTRUCTION

In the event the Premise is damaged to such an extent as to render the same untenantable in whole or in a substantial part for the purposes described herein, or are destroyed, it shall be optional with the Lessor to repair or rebuild the same. Lessor shall have sixty (60) days after receiving written notice of such damage or destruction from Lessee to notify Lessee in writing of Lessor's intentions to repair or rebuild said damaged Premise, and if Lessor elects to repair or rebuild said Premise, Lessor shall execute the work to repair or rebuild without unnecessary delay. In the event any portion of the Leased Premise shall be damaged or destroyed to such an extent that in the opinion of Lessor it shall not be practicable, financially or otherwise, to repair or rebuild, then it shall be optional with Lessor to decide not to rebuild such Premise. Upon receipt of written notice of such election by Lessor, Lessee may within thirty (30) days thereafter provide written notice to Lessor of Lessee's election to immediately terminate this Lease Agreement if such damaged Premises constitute a substantial portion of the Leased Premise described in Section 2.

8. UTILITIES/GARBAGE

Utility services for the Leased Premise will be billed directly to Lessor. Lessee agrees to have all garbage removed from the Leased Premise described in Exhibit A and any personal property of Lessee or of any third parties removed, at Lessee's expense, from such property. A viewing of the Lease Premise shall be conducted with the Benton County Fairgrounds Facilities personnel and Lessee upon term expiration to ensure the premises are returned to good state and condition.

9. INDEMNIFICATION/WAIVER OF SUBROGATION

To the fullest extent permitted by law, Lessee shall indemnify, defend and hold harmless Lessor and all officials, agents and employees of Lessor, from and against all claims arising out of or resulting from the use of the Leased Facilities by Lessee, Lessee's employees or agents, or by Lessee's contractors or subcontractors. "Claim" as used in this section means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable to bodily injury, sickness, disease or death to Lessor, Lessor's agents and employees, Lessee, Lessee's agents and employees, and third parties, or injury to or destruction of tangible property owned by Lessee or third parties, including loss of use resulting therefrom. Lessee's obligation to indemnify, defend, and hold harmless includes any claim by Lessee's agents, employees, representatives, or any contractor or subcontractor or their employees.

LESSOR agrees to defend, indemnify and hold harmless LESSEE and its officers, employees, agents, licensees and representatives, form and against any and all suits, claims, actions, losses, costs, penalties, damages, attorneys' fees and all other costs of defense of whatever kind or nature arising out of injury, sickness, disability, or death of any and all persons (including third-parties, subcontractors, agents, licensees or representatives, and any of their employees) or damage to or destruction of any property or business in any manner caused by or arising from any negligent or wrongful act or omission of LESSOR or LESSOR'S employees, officers, agents, licensees and representatives

In any and all claims against the Lessor, its officers, officials, employees and agents by any employee or volunteer of the Lessee, its subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Lessee or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Lessee expressly waives any immunity the Lessee might have had under such laws. By executing this Lease Agreement, Lessee acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated, as relevant, into any contract the Lessee makes with any subcontractor or agent performing work hereunder.

Lessor and Lessee each agree to waive all causes of action which arise or may arise in either of their favor against the other or anyone claiming through or under them, by

way of subrogation or otherwise, during the term of this Lease Agreement with respect to loss of or damage to either party's tangible property (whether or not such loss or damage is caused by the fault or negligence of the other) that is covered by valid and collectible fire and extended coverage insurance policies, to the extent that such loss or damage is recovered under said insurance policies.

10. INSURANCE

The Lessee shall procure and maintain in force at its expense throughout the term of this Lease, insurance of the following types that meet the stated criteria:

Commercial General Liability and Employers Liability Insurance: Prior to the start of work under this Contract, Lessee shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the Lessee from claims for wrongful death, bodily injury, personal injury and property damage, which may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with Lessee. The minimum commercial general liability insurance limits shall be as follows:

$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregate
$1,000,000 Personal Injury and Advertising Injury
$1,000,000 Each Occurrence.

The commercial general liability policy will contain an endorsement naming the Lessor, its elected and appointed officials, employees and agents as an Additional Insured and an endorsement that specifically states that CONTRACTOR's commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the Lessor.

The Lessee will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section [9]. Lessee's commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

Stop Gap Employer's Liability Insurance: Lessee shall also provide Stop Gap Employer's Liability Insurance coverage with minimum limits as follows:

$1,000,000 Each Accident
$1,000,000 Policy Limit for Disease
$1,000,000 Each Employee for Disease.

Workers Compensation: Lessee shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of Lessee and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. Lessee shall submit a copy of its certificate of coverage from the Department of Labor and Industries prior to commencement of work. Except as prohibited by law, Lessee waives all rights of subrogation against the Lessor for recovery of damages to the extent they are covered by workers compensation and employer's liability.

If Lessee, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and Lessor incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Lessee shall indemnify the Lessor. Indemnity shall include all fines, payment of benefits to Lessee or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to Lessor by Lessee pursuant to the indemnity agreement may be deducted from any payments owed by Lessor to Lessee for performance of this Contract.

Automobile Liability: The Lessee shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any auto (Symbol 1), or if the Contractor has no owned autos, hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars ($1,000,000) per accident for Bodily Injury and Property Damage to protect Lessee from claims which may arise from the performance of this Contract, whether such operations be by the Lessee or by anyone directly or indirectly employed by the Lessee.

Other Insurance Provisions: The Lessee's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the Lessor, its elected and appointed officers, officials, employees and agents. Lessee's liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible or risk retention maintained or participated in by the Lessor shall be excess and not contributory to Lessee's insurance policies.

The Lessee's liability insurance policies shall contain no special limitations on the scope of protection afforded to the Lessor as an additional insured.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Lessor, its officers, officials, employees or agents.

The Lessee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The Lessee shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the Lessee maintains higher limits than the minimums required in this contract, the Lessor shall be entitled to coverage for the higher limits maintained by the Lessee.**

The Lessee shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract shall be written on an Occurrence Policy form.

Lessee hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit Lessee to enter into a pre-loss agreement to waive subrogation without an endorsement, then Lessee agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Lessee enter into such a waiver of subrogation on a pre-loss basis.

Compensation and/or payments due to Lessee under this Agreement are expressly conditioned upon Lessee's strict compliance with all insurance requirements. Payment to Lessee may be suspended in the event of non-compliance. Upon receipt of evidence of Lessee's compliance, such payments not otherwise subject to withholding or set-off will be released to Lessee.

Verification of Coverage and Acceptability of Insurers:
All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington and have a A. M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

All insurance to be maintained by the Lessee, other than Professional Liability, Auto Liability and Workmen's Compensation, shall specifically include the Lessor, its elected officials, employees and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days written prior notice to the COUNTY. Any insurance or self-insurance maintained by the Lessor, its elected and appointed officials, employees and agents shall be excess of the Lessee's insurance and shall not contribute to it.

Certificates of Liability Insurance, with endorsements attached, are to be provided to the County's Contract Representative referenced in Section 20 within 10 days of the start of this Agreement.

All written notices under this Section [12] and notice of cancellation or change of required insurance coverages shall be mailed to the Lessor's Contract Representative referenced in Section 20.

The Lessee or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

11. TERMINATION

Unless otherwise specified herein, either party reserves the right to terminate this agreement at any time by giving thirty (30) days written notice. In the event either party shall violate or breach or fail to keep or perform any covenant, agreement, term or condition of this Lease or the rules and regulations applicable to the Leased Property and if such default or violation shall continue or shall not be remedied within ten (10) days after notice in writing thereof is given by non-breaching party, specifying the matter claimed to be in default, then the non-breaching party, at its option may immediately (or at any time thereafter): declare the other party's rights under this Lease terminated. In the case of Lessor, in such event the Lessor may reenter the Leased Property using such force as may be necessary and repossess the Leased Property, and/or remove all persons and property from the Leased Property. If the default is non-monetary, no default is deemed to have occurred so long as the party receiving notice of default is diligently undertaking the cure thereof. Notwithstanding the foregoing, there shall be no notice requirement of, by engaging in illegal conduct upon the Leased Premises or engaging in conduct contrary to this Lease, Lessor forfeits this Lease as provided in Section 2 above.

12. AMENDMENT

No amendment or modification shall be made to this Agreement, unless set forth in a written Contract Amendment signed by both parties.

13. CAPITAL IMPROVEMENTS/ALTERATIONS/REPAIRS

It is agreed that Lessor currently plans no improvements on the Leased Property and that no improvements, alterations or additions, shall be made to any grounds, facility, or structure, without prior written approval from the County Administrator or designee.

Any improvement, alteration, addition or repair to County property, whether during the lease term or not, shall follow the County Procurement Policy and any applicable State requirements to include State Prevailing Wage. All work must be done using proper permits, inspections, and quality control. Furthermore, all work

must be done by an individual who is licensed, bonded, and insured. All work is subject to quality control inspections by the Lessor.

The parties agree that all capital improvement to the Leased Property during the term of this Lease Agreement, either in assembled or raw material form, shall immediately become the property of Lessor.

14. GREENBELT/WATER USE

Lessee shall not excavate, disturb or damage that portion of the property that is within 50 feet of the West boundary and should Lessor decide to establish a similar greenbelt along the East boundary of the Premises, Lessee shall not excavate, disturb or damage that portion of the property that is within 50 feet of the East boundary. The parties recognize and agree that Lessee's use of waterlines on the leased premises may adversely affect other parts of the Fairgrounds. Therefore, the parties agree that Lessee shall coordinate with the Benton County Fairgrounds Facilities personnel regarding the Lessee's use of water. Lessee shall be liable for any direct or consequential damages resulting from its failure to provide such notification to Lessor.

15. ROAD MAINTENANCE

Lessee shall maintain the internal access road on the premises in a manner that will control fugitive dust.

16. SITE RECLAMATION

Lessee shall fully comply with the terms and conditions of surface mining permits issued by the Washington State Department of Natural Resources (DNR) for the Premises and, if necessary, reclaim the Premises as required by DNR Permit No. 70-010238 for any and all disturbance created by Lessee's activities on the Premises.

17. NO ASSIGNMENT OR TRANSFER

No transfer or assignment of this Lease Agreement shall be valid unless and until first approved in writing by Lessor, nor shall this Lease Agreement be assignable by operation of law.

18. WASTE

Lessee agrees it will not commit or permit any waste to the Leased Property. No wastes shall be buried on the Leased Property unless approved in writing by both the Lessor and the Benton-Franklin Health Department.

19. SURRENDER

Lessee covenants and agrees that it will surrender and deliver the Leased Property to Lessor peaceably and quietly at the end of the term, or the termination of this Lease Agreement if earlier terminated, in as good order and condition as the same exists at this date, or in the improved condition existing at the end of the term or

termination of this Lease Agreement, reasonable use, occupation and wear thereof, or damage by fire, the elements, act of God expressly excepted.

20. LIENS AND INSOLVENCY

Lessee shall keep the Leased Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by Lessee. In the event Lessee becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of the Lessee, then the Lessor may immediately cancel and terminate this lease at Lessor's option.

21. NON-WAIVER OF BREACH

The failure of Lessor to insist upon strict performance of any of the covenants and agreements of this lease Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect. All waivers of any provision(s) of this Lease Agreement shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

22. RECORDS

Lessee shall maintain accurate records and accounts for its operations on and use of the Premises, including accurate and complete records of all materials excavated from the Premises, removed from the Premises and stockpiled on the Premises. The Lessee shall provide the Lessor with a copy of any annual reports the Lessor provides to the Department of Natural Resources. The Lessor shall be entitled to inspect and review Lessee's records and accounts for its operations on and use of the Premises at all reasonable times. All records required to be maintained shall be so maintained for a period of no less than six (6) years in either original physical form or in such other form as is approved by the Washington State Archivist.

23. PERMITS

All necessary city and/or state permits and/or licenses must be obtained and presented to Lessor prior to the first day of the Lease, or the first day of set up if applicable.

24. CONTROL OF LEASED FACILITIES.

This Lease Agreement does not entitle Lessee to use or control the property described in Exhibit A other than for the purpose described in Section 1 for the time periods set forth therein. At all other times, Lessor shall have sole authority to manage the Leased Property, including the ability to lease the property to third parties.

Except as otherwise provided for within this agreement, no employee or volunteer of Lessee shall be permitted on the premises, drive vehicles on the grounds, enter

or access buildings, or conduct maintenance on or within any part of the grounds without prior written approval from the County Administrator or designee.

25. ACCESS.

Lessee will allow Lessor and Lessor's agents free access at all reasonable times to said Leased Property for the purpose of inspection of or making repairs, additions, or alterations to the Leased Property or any property owned by or under the control of Lessor.

26. OBSERVANCE OF LAWS.

Lessee agrees to comply with all laws of the State of Washington and the United States, and all applicable local laws, in connection with its activities at the Leased Premises.

27. CONDITION OF PROPERTY ON SURRENDER

Upon expiration or earlier termination of this Lease, Lessee shall ensure that the Leased Property, including all improvements and appurtenances thereof, are presented to Lessor in substantially the same condition as at the inception of this Lease, reasonable consequences of Lessee's authorized use excepted. Lessee shall take all reasonable steps to safeguard the Leased Property, shall not allow waste of Lessor's Premises, and shall immediately notify Lessor if it learns of any substantial damage or destruction of or to Lessor's property. Except as otherwise mutually agreed in writing, Lessee shall not alter the structure of any real property or improvement belonging to Lessor and shall not erect any permanent or temporary structure thereon. Lessee shall not alter the access into or upon the Leased Property by changing locks, adding locks, blocking doors, installing alarm systems or installing any other system which would inhibit or impair the ability of Lessor's representative from going in or upon the Leased Property as needed. Notwithstanding the above provisions, LESSEE may transport and utilize temporary mobile structures on the premises. Such temporary mobile structures shall remain property of LESSEE at the termination or expiration of this Agreement.

28. NOTICES

Each provision of this Lease Agreement and any applicable governmental laws, ordinances, regulations and other requirements with reference to the sending, mailing or delivery of any notice by Lessor to Lessee or with reference to the sending, mailing or delivery of any notice or the making of any payment by Lessee to Lessor shall be deemed to be complied with when and if the following steps are taken:

All rent and other payments required to be made by Lessee to Lessor hereunder shall be payable to Lessor at the address set forth below or at such other address as Lessor may specify from time to time by written notice delivered in accordance herewith. Lessee's obligation to pay rent and any other amounts to Lessor under

the terms of this Lease Agreement shall not be deemed satisfied until such rent and other amounts have been actually received by Lessor.

Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when deposited in the United States Mail, postage prepaid, Certified or Registered mail, addressed to the parties hereto at the respective addresses set out below, or at such other address as they have theretofore specified by written notice delivered in accordance herewith:

LESSOR:
Bobbi Romine, Event Coordinator
Benton County Fairgrounds
1500 S Oak St. Building #20
Kennewick, WA 99337
(509) 222-3751

LESSEE:
Ricardo Lopez Sr., Director
Teamsters/AGC Training Center
2410 East St. Helens
Pasco, WA 99301
(509) 528-4190

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS AGREEMENT WAS MUTUALLY NEGOTIATED.

I, Ricardo Lopez Sr., Director have read and fully understand this agreement. I hereby certify that I have the authority to bind Teamsters/AGC Training Center to the terms and conditions set forth herein. In the event I do not have the authority, I acknowledge and agree that I shall be personally liable for any payments due under this agreement and for any breach that occurs under the agreement. I agree to abide by the conditions set forth in this contract and assume the responsibility for enforcing these policies.

LESSOR: BENTON COUNTY

BY: _____

Chairman of the Board

Date: _____

LESSEE:Teamsters/AGC Training Center

BY: Ricardo Lopez Sr.

Date: 1-21-2020

Name: RICARDO LOPEZ SR.

Title: DIRECTOR

Approved as to form:

BY: _____

Eric Andrews Civil Deputy Prosecutor



COUNTY OF BENTON WASHINGTON
GIS Department

Lot 2 Short Plat 1253

Exhibit A

N

Benton County does not warrant, guarantee, or accept liability for accuracy, precision or completeness of any information shown hereon or for any inferences made therefrom. Any use made of this information is solely at the risk of the user. Benton County makes no warranty, expressed or implied, and any oral or written statement by any employee of Benton County or agents thereof to the contrary is void and ultra vires. The information shown herein is a product of the Benton County Geographic Information Systems, and is prepared for presentation purposes only.

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: 2/11/2020	**Execute Contract**		**Consent Agenda**	
Subject: PW Department Organizational Chart and Appointment of County Engineer	**Pass Resolution**	X	**Public Hearing**	
	Pass Ordinance		**1st Discussion**	**X**
	Pass Motion		**2nd Discussion**	
	Other		**Other**	
Prepared by: MSR				
Reviewed by:				

BACKGROUND INFORMATION

The current Public Works Administrator, who served as the County Engineer was recently promoted. The Public Works Administrator position will not be filled for the time being. In order to meet statutory requirements the County must have a County Engineer. The necessary changes are reflected on the attached organizational chart.

The Road Department has a current employee that has the qualifications and experience to fill the role of County Engineer. The Board must appoint the County Engineer by Resolution.

In order to make the necessary changes two Resolutions are necessary. The first revises the current organizational chart, creating the County Engineer position and removing the Assistant County Engineer position. The second appoints the new County Engineer.

SUMMARY

The person in the role of County Engineer is changing. The Board must adopt the changes by Resolution.

RECOMMENDATION

Staff Recommends that the Board approve the change in the position of County Engineer.

FISCAL IMPACT

The Public Works Administrator position will remain vacant. The County Engineer is a new position added to the organization chart but it is replacing the Assistant County Engineer position. By not filling the Public Works Administrator there is a small cost saving for the Road Department Budget.

MOTION

I move to approve the Organizational Chart for the Benton County Public Works Department as presented.

I move to approve a Resolution appointing Douglas D'Hondt as the Benton County Road Engineer.

RESOLUTION

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY WASHINGTON:

IN THE MATTER OF APPROVING THE UPDATED BENTON COUNTY PUBLIC WORKS DEPARTMENT ORGANIZATIONAL CHART

WHEREAS, pursuant to recent structural revisions to the Public Works Department several changes to positions in the Department are necessary; and,

WHEREAS, a revised Benton County Public Works Department organizational chart has been prepared reflecting these changes; **NOW THEREFORE,**

BE IT RESOLVED that the revised Public Works Department Organizational Chart, attached, be hereby approved; and,

BE IT FURTHER RESOLVED that the Board of Benton County Commissioners retains the right to modify or repeal this determination at their discretion and without prior notification; and,

BE IT FURTHER RESOLVED that this Resolution is not intended nor shall be interpreted as limiting or compromising the County's "at will" employer status; and,

BE IT FURTHER RESOLVED that the County Engineer position is established at a Grade 11 (Managers Salary Schedule), Non-Bargaining employee; and

BE IT FURTHER RESOLVED that the Assistant County Engineer position is eliminated.

Dated this 11th day of February, 2020.

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Member

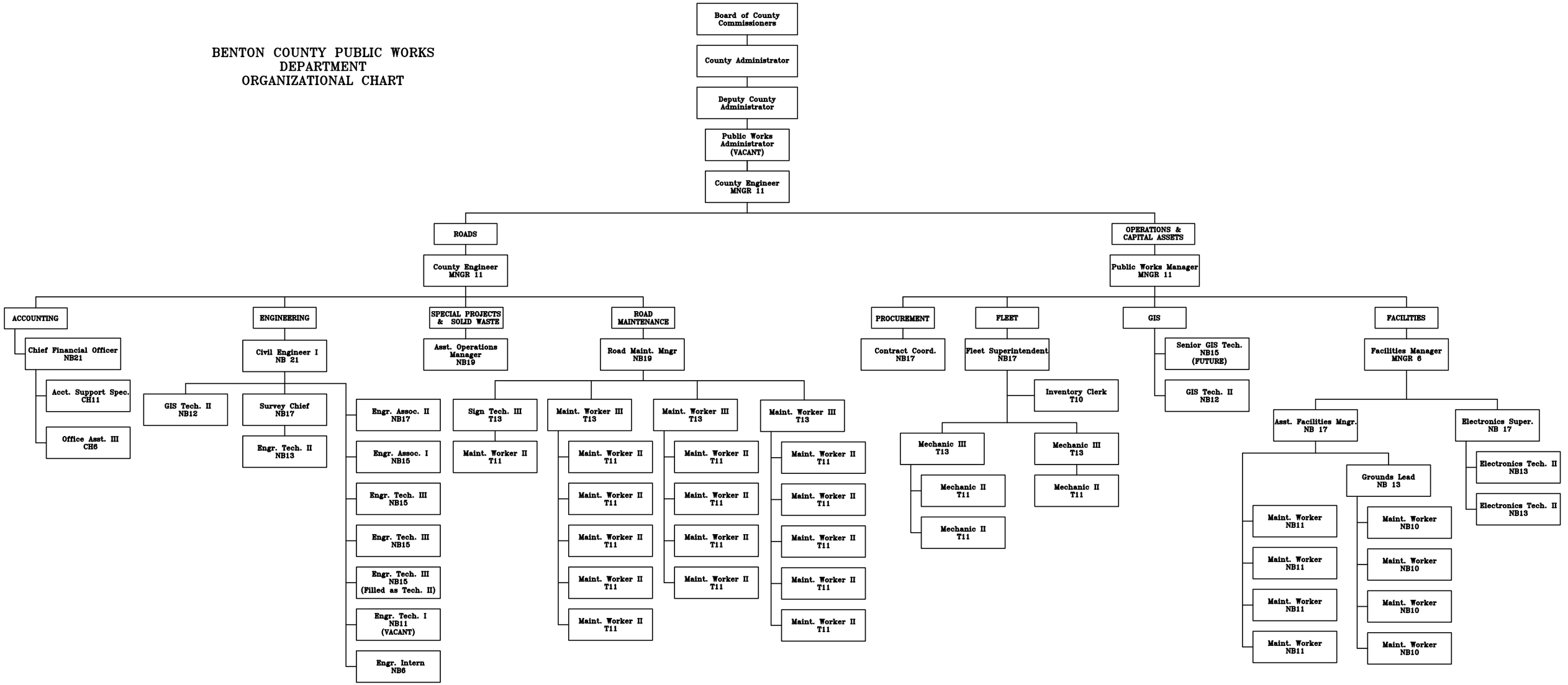
Constituting the Board of County Commissioners of Benton County, Washington

Attest:_____
Clerk of the Board

Original: Public Works

M. Rasmussen

BENTON COUNTY PUBLIC WORKS DEPARTMENT ORGANIZATIONAL CHART



RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPOINTING THE COUNTY ROAD ENGINEER

WHEREAS, Revised Code of Washington Chapter 36.80 requires that the county employ a licensed professional engineer as the County Road Engineer or contract for services of such an engineer from another county; and

WHEREAS, the county currently employs such an engineer who is vacating that position; and

WHEREAS, the county also employs another engineer who is duly qualified and experienced to fill the role of County Road Engineer; and

WHEREAS, in order to avoid a vacancy in the position of the County Road Engineer the Board of Commissioners desires to appoint the current employee to that role; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby appoints Douglas D'Hondt, PE to the role of County Road Engineer effective February 11, 2020.

Dated this 11th day of February 2020.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Orig.: Public Works D. D'Hondt

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: February 11, 2020	Execute Agreement		**Consent Agenda**	
Subject: Southern Folger Detention Equipment Company, LLC Payment	Pass Resolution	X	**Public Hearing**	
	Pass Ordinance		**1st Discussion**	X
Prepared by: RB	Pass Motion		**2nd Discussion**	
Reviewed by:	Other		**Other**	

BACKGROUND INFORMATION

On December 6, 2016 the Board of County Commissioners approved Resolution 2016-954 and executed a contract with Southern Folger Detention Equipment Company, LLC for the Security System Retrofit project in the amount of $2,671,800.00 plus WSST.

Three change orders were approved by Resolutions 2018-204 and 2018-368 for a total contract amount of $2,738,768.41.

The contract time expired on August 31, 2018 with $403,040.59 (14.7%} remaining on the contact and the contractor continued to work on the system to complete the project.

On October 1st, 2019, the Board authorized payment No. 12 in the amount of $235,656.68 including WSST, for work done after the contract expired.

Southern Folger has recently completed all the originally contracted work, except training, including change orders and all required documentation. The Public Works Manager and Southern Folger have also negotiated to reduce the total contract amount by $5000 plus WSST due to the training requirement not being completed.

As all the work is complete, less the deduction for training, the Board of County Commissioners authorizes a final payment in the amount of $49,354.99 including WSST. Retainage, in the amount of $136,688.42, will be withheld until all releases and closure documentation are complete.

SUMMARY

Southern Folger Detention Equipment Company, LLC has completed the obligations of their contract for the Security System Retrofit project and payment needs approval by the Board.

RECOMMENDATION

Authorize payment to Southern Folger Detention Equipment Company, LLC for the Security System Retrofit project in the amount of $49,354.99 including WSST.

FISCAL IMPACT

The total payment is $49,354.99 including WSST.

MOTION

Authorize payment to Southern Folger Detention Equipment Company, LLC for the Security System Retrofit project in the amount of $49,354.99 including WSST.

RESOLUTION

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY WASHINGTON:

IN THE MATTER OF AUTHORIZING PAYMENT TO SOUTHERN FOLGER DETENTION EQUIPMENT COMPANY, LLC FOR THE SECURITY SYSTEM RETROFIT PROJECT

WHEREAS, on December 6, 2016 the Board of County Commissioners approved Resolution 2016-954 and executed a contract with Southern Folger Detention Equipment Company, LLC for the Security System Retrofit project in the amount of $2,671,800.00 plus WSST; and

WHEREAS, three change orders were approved by Resolutions 2018-204 and 2018-368 for a total contract amount of $2,738,768.41; and

WHEREAS, the contract time expired on August 31, 2018 with $403,040.59 (14.7%} remaining on the contact and the contractor continued to work on the system to complete the project; and

WHEREAS, on October 1st, 2019, the Board authorized payment No. 12 in the amount of $235,656.68 including WSST, for work done after the contract expired; and

WHEREAS, Southern Folger has recently completed all the originally contracted work, except training, including change orders and all required documentation. The Public Works Manager and Southern Folger have also negotiated to reduce the total contract amount by $5000 plus WSST due to the training requirement not being completed; and

WHEREAS, the Public Works Manager recommends the approval of the requested payment; **NOW THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners hereby authorizes payment to Southern Folger Detention Equipment Company, LLC for the Security System Retrofit project in the amount of $49,354.44 including WSST.

Dated this 11th day of February, 2020.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Original: Facilities
c: Auditor. S. Christen

R. Blain