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, click on highlighted areas.

Notice: Meeting provided by Live-Broadcast and Telephonically as follows:

Live-Broadcast @ link below:
https://www.co.benton.wa.us/agendalist.aspx?categoryid=1181

Telephonically by:
Dial: 509 222-2310
Meeting ID: 4961#
Attendee Access Code: 4961#

AGENDA
BOARD OF BENTON COUNTY COMMISSIONERS
Regular Board Meeting
Tuesday, August 11, 2020

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

Review Agenda

Consent Agenda

Auditor
a. Engagement Letter w/State Auditor's Office

Commissioners
b. 1st Amendment to Historic Preservation Grant w/Fire Protection District 4 Firefighters
c. 1st Amendment to Historic Preservation Grant w/Historic Downtown Kennewick Partners
d. 1st Amendment to Historic Preservation Grant w/REACH Museum
e. 1st Amendment to Historic Preservation Grant w/Richland Players

Information Technology

f. Purchase of Laptop for Corrections from Dell, Inc.
g. Purchase of SmartGov Software from Dude Solutions, Inc. for Planning Dept. Permitting
h. Purchase of Two Cisco Room Kit Minis & Cisco DX80 From CompuNet for Juvenile Justice
i. Purchase of Two Laptops From Dell for Human Services Department
j. Purchase of Four Laptops From Dell for Treasurer's Office

Juvenile

k. Line Item Transfer – Juvenile Center Fund, Dept. 172
l. Truancy Contract w/Richland School District

Office of Public Defense

m. District Court Public Defense Contract Amendment w/Attorney Brian Gieszler

Prosecuting Attorney

n. Agreement for Legal Services

Public Safety Tax

o. Contract w/Boys & Girls Clubs – Kennewick Clubhouse
p. Contract w/Boys & Girls Clubs – Prosser Clubhouse
q. Contract w/Kiona-Benton City School District – Ki-Be Crime Prevention Program
r. Contract w/Partners for Early Learning – Family Support Program
s. Contract w/Safe Harbor Crisis Nursery – My Friends Place
t. Contract w/Tri-Cities Chaplaincy – Step-Up Program
u. Contract w/Support, Advocacy & Resource Center–Human Trafficking Intervention Program
v. 1st Amendment to Contract w/Partners for Early Learning

Public Works

w. Speed Limit Adjustment – E. Highland Extension Road

Sheriff

x. Memorandum of Understanding Modification w/US Marshal for Joint Law Enforcement Operations Task Force
y. Purchase of Weapons, Air Tasers & Devices from Axon Enterprises

Public Comment ~ *for public engagement during Commissioners' meetings, please use the public comments phone line @: Dial: 509 460-4941*

Public Hearings - *for public engagement during public hearings below, please use the following phone line @ Dial: 509 460-4941*

Application for Franchise – Benton Irrigation District – C. Woods

Application for Franchise – Oasis Water Corporation - C. Woods

Application for Franchise – Public Utility District No. 1 – Klickitat County – C. Woods

Scheduled Business

Position Grade Change Request for Treasurer's Office – K. Spencer & L. Wingfield

Other Business

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Tuesday, August 4, 2020, 2020, 9:00 a.m.
Meeting provided by Video Live-Broadcast and Telephonically

Present: Chairman James Beaver
Commissioner Jerome Delvin (via/teleconference)
Commissioner Shon Small (via/teleconference)
County Administrator Jerrod MacPherson
Clerk of the Board Cami McKenzie

Benton County Employees Present During All or a Portion of the Meeting: Matt Rasmussen, Deputy County Administrator; IT Manager Robert Heard; Cristina Woods and Doug D'Hondt, Public Works; Finance Manager Linda Ivey; PA Andy Miller; Commander Steve Caughey.

Approval of Minutes

The Minutes of July 28, 2020 were approved.

Consent Agenda

MOTION: Commissioner Small moved to approve the consent agenda items "a" through "r" Commissioner Delvin seconded and upon vote, the Board approved the following:

Auditor
a. Surplus of Personal Property

Commissioners
b. Setting Salaries for Elected Officials

Coroner
c. Line Item Transfer – Current Expense, Dept. 109

Corrections
d. Line Item Transfer – Current Expense, Dept. 120

Facilities
e. Contract w/Johnson Controls Fire Protection

Human Resources
f. Neogov Contract for Insight Services

Human Services
g. Line Item Transfer – Homeless Housing Fund

Information Technology
h. Lease Agreement with Ricoh for Copier for PW Shop – Wiser Parkway
i. Purchase of Cyber Security Monitoring from Tyler Technologies

Juvenile

j. Line Item Transfer – Juvenile Center Fund, Dept. 171
k. Food Services Contract w/Aramark Correctional Service

Office of Public Defense

l. Compensating Attorney Eric Scott

Planning

m. Reappointment of Brian Skeels to Planning Commission
n. Reappointment of Marjorie Kaspar to Planning Commission

Public Works

o. Accepting Work by Central WA Asphalt – Amon Road Paving Project
p. Purchase of Magnesium Chloride from EnviroTech Services
q. Line Item Transfer – Solid Waste Fund

Sheriff

r. 2020 Byrne Justice Assistance Grant

Public Comment

John Hodge, Kennewick, WA, (via/teleconference) said there was no legal requirement for the Board to provide legal counsel to Sheriff Hatcher and it was morally and ethically wrong. Further, he didn't want any taxpayer money being spent on his defense.

Public Hearing - Adoption of 2021-2026 Six-Year Road Program

Douglas D'Hondt, County Engineer, presented the 2021-2026 Six Year Road Program. He said the program was prepared every year and included all amendments from the last program.

As no one called in to the public comment line, public testimony was closed.

MOTION: Commissioner Small moved to approve the 2021-2026 Six-Year Road Program as presented. Commissioner Delvin seconded and upon vote, the motion carried.

Public Hearing – Franchise Application – Eddie Farms, Inc.

Cristina Woods, Public Works, presented the franchise application as submitted by Eddie Farms Inc. to place a single irrigation pipe to cross North Griffin Road to supply irrigation water.

As no one called in to the public comment line, public testimony was closed.

MOTION: Commissioner Small moved to approve the Franchise Order and Agreement with Eddie Farms Inc., subject to the six items listed in the report to the Commissioners. Commissioner Delvin seconded and upon vote, the motion carried.

Public Hearing – Franchise Application – Paterson Heights Water Association

Cristina Woods presented the application to establish a Franchise Order and Agreement for domestic water system from Paterson Heights Water Association.

As no one called in to the public comment line, public testimony was closed.

MOTION: Commissioner Delvin moved to approve the Franchise Order and Agreement with Paterson Heights Water Association, subject to the six items listed in the report to the Commissioners. Commissioner Small seconded and upon vote, the motion carried.

Public Hearing – Franchise Application – Sundance Improvement Association

Cristina Woods presented the application to establish a Franchise Order and Agreement for domestic water system and facilities from Sundance Improvement Association.

As no one called in to the public comment line, public testimony was closed.

MOTION: Commissioner Delvin moved to approve the Franchise Order and Agreement with Sundance Improvement Association, subject to the six items listed in the report to the Commissioners. Commissioner Small seconded and upon vote, the motion carried.

Public Hearing – Budget Adjustment – 2019-2020 Current Expense Fund

Linda Ivey presented proposed budget adjustments to the 2019-2020 Current Expense Fund as follows:

- Current Expense Fund, Dept. 139, $11,099,000 – a new department to identify CARES Act Fund expenditures
- Current Expense Fund, Dept. 121, $110,800 for the FY19 BJA STOP School Violence Prevention and Mental Health Training Program grant

As no one called in to the public comment line, public testimony was closed.

MOTION: Commissioner Small moved to approve the budget adjustments for Current Expense Fund, Dept. 139 and Dept. 121 as presented by Ms. Ivey. Commissioner Delvin seconded and upon vote, the motion carried.

Request for Legal Defense by Sheriff Hatcher in Recall Petition Effort

PA Andy Miller said the statutory process for an elected official requesting legal defense was a two-step process. First, the PA would decide whether it was appropriate and then the Commissioners would make the final decision. He said the guidance was not particularly helpful since there was no legal authority or specific case law to guide them.

He said he did not believe the decision to provide Sheriff Hatcher with representation was connected with whether the Board thought he should be recalled, but if he was recalled it would be a political decision if the judge found there was legal basis.

PA Miller said one reason he agreed to allow legal representation was a belief in the legal system. He said one concern he had was if the Sheriff was denied representation, if there was a sense that

the judge made the decision without adequate representation, would it cause a cloud over the fairness or integrity of the process; that would be one reason to approve the representation. He said he was not recommending to the Board one way or the other, but he believed in due process and this did not reflect his personal decision. Again, there was no legal principles to guide the Board one way or the other and the decision was solely up to the Board to determine what they thought was best for Benton County.

Commissioner Small said he had been very supportive of Sheriff Hatcher for a multitude of years and believed there were several good things he did while in the Sheriff's office. However, his conduct and what was played out in the public eye, not to mention that good employees left his employment, was wrong and he was embarrassed he helped get him elected. He said he was not going to agree to pay any taxpayer money for his defense and his answer was no.

Commissioner Delvin said his answer was no and he regretted appointing him as the Sheriff because he let the jail become unsafe for employees and prisoners and he felt taking over the jail was a good thing. He said he did not want to use taxpayer money to defend him and if he wanted to defend himself then he would need to pay for it.

Chairman Beaver said he would echo his fellow commissioners' comments and that this tarnished the County and the whole organization. He was not interested in paying for his defense and agreed it was embarrassing. He said there were a multitude of emails that came to the Commissioners and not one had a kind word to say.

MOTION: Commissioner Small moved to deny county representation of Sheriff Hatcher in the recall petition. Commissioner Delvin seconded and upon vote, the motion carried.

Other Business

CARES Act Funding

Jerrod MacPherson said they were working with the Health Department and cities on increasing the PR and marketing campaign on how to slow the spread of COVID-19. He said the counties wanted to do more and utilize CARES Act Funding and he was looking for consensus to engage with VISIT Tri-Cities to develop an outreach program and bring back an agreement at a later date.

MOTION: Commissioner Small moved to approve the recommendation as presented by Mr. MacPherson. Commissioner Delvin seconded and upon vote, the motion carried.

Resolutions

2020-510: Surplus of Personal Property
2020-511: Setting Salaries for Elected Officials in Benton County
2020-512: Line Item Transfer – Current Expense, Dept. 109
2020-513: Line Item Transfer – Current Expense, Dept. 120
2020-514: Contract w/Johnson Controls Fire Protection
2020-515: Neogov Contract for Insight Services

2020-516: Line Item Transfer – Homeless Housing Fund
2020-517: Lease Agreement with Ricoh for Copier for PW Shop – Wiser Parkway
2020-518: Purchase of Cyber Security Monitoring from Tyler Technologies
2020-519: Line Item Transfer – Juvenile Center Fund, Dept. 171
2020-520: Food Services Contract w/Aramark Correctional Service
2020-521: Compensating Attorney Eric Scott
2020-522: Reappointment of Brian Skeels to Planning Commission
2020-523: Reappointment of Marjorie Kaspar to Planning Commission
2020-524: Accepting Work by Central WA Asphalt – Amon Road Paving Project
2020-525: Purchase of Magnesium Chloride from EnviroTech Services
2020-526: Line Item Transfer – Solid Waste Fund
2020-527: 2020 Byrne Justice Assistance Grant
2020-528: Approval of the 2021-2026 Six-Year Road Program
2020-529: Budget Adjustment – 2019-2020 Current Expense, Dept. 139
2020-530: Budget Adjustment – 2019-2020 Current Expense, Dept. 121

There being no further business before the Board, the meeting adjourned at approximately 9:33 a.m.

_____ _____

Clerk of the Board Chairman

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 11, 2020
Subject:	Engagement letter from the Office of the Washington State Auditor
Presenter:	
Prepared By:	Aileen Coverdell / SAO
Reviewed By:	Brenda Chilton

PA Review, Approval to Form: ☐ Yes ☐ No ☒ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☐ Pass Resolution
☐ Scheduled Business	☒ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

Engagement letter from State Auditor's Office (SAO) to begin the following audits for fiscal year 2019:

- Financial Audit
- Federal Single Audit
- Accountability Audit

Fiscal Impact

These audits are budgeted for each Biennium. There is no fiscal impact on budget.

Recommendation

Please consider passing on consent agenda

Suggested Motion

N/A – consent agenda

Office of the Washington State Auditor
Pat McCarthy

July 30, 2020

Board of Commissioners
Benton County
PO Box 190
Prosser, WA 99350

We are pleased to confirm the audits to be performed by the Office of the Washington State Auditor, in accordance with the provisions of Chapter 43.09 RCW, for Benton County. This letter confirms the nature and limitations of the audits, as well as responsibilities of the parties and other engagement terms.

Auditor Responsibilities

Financial Statement Audit
The Office of the Washington State Auditor agrees to perform an audit of the comprehensive financial report of Benton County as of and for the fiscal year ended December 31, 2019, prepared in accordance with accounting principles general accepted in the United States of America (GAAP). Our audits will be conducted with the objective of our expressing opinions on these financial statements.

We will perform our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free from material misstatement. Since we do not review every transaction, our audit cannot be relied upon to identify every potential misstatement. Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with the standards identified above.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers relevant internal controls in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. Accordingly, we will express no such opinion.

Although our audit is not designed to provide an opinion on the effectiveness of internal control over financial reporting, we are required to report any identified significant deficiencies and material weaknesses in controls. We are also required to report instances of fraud and noncompliance with

provisions of laws, regulations, contracts, and grant agreements that could have a direct and material effect on the accuracy of financial statements, or any instances of material abuse that come to our attention. Abuse is defined by *Government Auditing Standards* as involving behavior that is deficient or improper, or misuse of authority or position for personal financial interests. As the determination of abuse is subjective, *Government Auditing Standards* do not require auditors to detect instances of abuse.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

All misstatements identified by the audit will be discussed with management. Material misstatements corrected by management and all uncorrected misstatements will be communicated at the exit conference, as required by professional auditing standards.

Our responsibility is to express in a written report an opinion on the financial statements based on the results of our audit. We cannot guarantee an unmodified opinion. We may modify or disclaim an opinion on the financial statements if we are unable to complete the audit or obtain sufficient and appropriate audit evidence supporting the financial statements. If our opinion is other than unmodified, we will fully discuss the reason with you prior to issuing our report. Further, in accordance with professional standards, we may add emphasis-of-matter or other-matter paragraphs to our report to describe information that, in our judgment, is relevant to understanding the financial statements or our audit.

We will also issue a written report (that does not include an opinion) on issues identified during the audit related to the County's internal control over financial reporting and on compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*.

The County prepares supplementary information that accompanies the financial statements, which is required by Generally Accepted Accounting Principles. We agree to perform auditing procedures on this information, with the objective of expressing an opinion as to whether it is fairly stated, in all material respects, in relation to the financial statements taken as a whole.

The County also prepares other information to accompany the financial statements, which is required by accounting standards or is done at its discretion. We will perform limited procedures on this information for the purpose of identifying inconsistencies with the financial statements. However, we will not express an opinion on its fair presentation.

Federal Single Audit

We will also perform a federal single audit on compliance with, and report on internal control over compliance for, each major program for the fiscal year ended December 31, 2019, in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Title 2 *U.S. Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the County's compliance with those requirements and

performing such other procedures as we considered necessary in the circumstances. Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk exists that some material noncompliance may not be detected, even though the audit is properly planned and performed in accordance with these standards and the Uniform Guidance.

In planning and performing the compliance audit, we will consider the County's internal control over compliance in order to determine the appropriate auditing procedures necessary for opining on compliance with each major program, and for testing and reporting on internal control over compliance in accordance with Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we will express no such opinion. Although our audit is not designed to provide an opinion on the effectiveness of internal control over compliance, we are required to report any identified significant deficiencies and material weaknesses in controls.

We will express an opinion as to whether the Schedule of Expenditures of Federal Awards is fairly stated, in all material respects, in relation to the financial statements taken as a whole for the fiscal year ended December 31, 2019.

We estimate the federal single audit will cover two federal grant programs, which will be identified at the audit entrance conference. If additional grant programs are audited to satisfy the requirements of the Uniform Guidance, the audit budget discussed below will increase by approximately $6,800 per additional major program.

Upon completion of our audit we will issue a written report containing our opinion on the County's compliance for each major program and a written report on internal control over compliance. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, issue a disclaimer of opinion, or add an emphasis-of-matter or other-matter paragraph(s) to the report.

Accountability Audit

In accordance with RCW 43.09.260, we will perform an accountability audit for the fiscal year ended December 31, 2019, of the County's compliance with applicable state laws, regulations, policies and procedures, and safeguarding of public resources in areas representing the highest risk of fraud, loss, abuse, or noncompliance.

Areas will be selected for audit using a risk-based approach and will be identified in the audit entrance conference.

Upon completion of our audit, we will issue a written report describing the overall results and conclusions for the areas we examined.

Data Security

Our Office is committed to appropriately safeguarding the information we obtain during the course of the audit. We will:

- Avoid, where feasible, including information considered confidential in work papers.
- In cases where inclusion of personal information is unavoidable, we will follow our policy on confidentiality, consistent with applicable federal and state requirements.
- Maintain the confidentiality of personal information in accordance with the law.

- Ensure that confidential information will be encrypted in transmission if we retransmit it to any parties authorized to receive such information.
- Warrant that collection, access, use, storage, disposal and disclosure of confidential information will comply with all applicable federal, state and data protection laws, as well as all other applicable regulations and directives.
- Warrant that administrative, physical, and technical safeguards to protect confidential information are in place that are no less rigorous than accepted industry practices, including the current State of Washington Office of the Chief Information Officer (OCIO) IT Security Standards (OCIO 141.10) relating to Securing Information Technology Assets Standards, and that all such safeguards, including the manner in which confidential information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws.

Responsibilities specific to this engagement

Additionally, we will:

- Provide the Board of Commissioners with advance notification if we identify issues that require further audit work and increase audit costs.
- Participate in weekly progress meetings to discuss audit plans for future weeks. At those meetings, we will provide information on the departments we will work in and the audit objectives we will be addressing.
- Safeguard County financial records and documentation from loss, damage, and inadvertent release to unauthorized persons.
- Provide input on accounting standards when requested by County staff as they apply to the County's financial statements and propose adjusting journal entries as necessary.
- Conduct a formal entrance and exit conference with the County
- Present the County with the financial statement opinion (CAFR letter) by August 31, 2020, provided the financial statements we receive for audit are free of significant or numerous errors and the County fulfils its requirements listed in the succeeding *Client's Responsibilities* section.
- Present the County with our Single Audit opinions by October 31, 2020.
- Interact with County staff professionally and respectfully and communicate needs and issues in a timely manner.
- Provide written correspondence during the course of the audit through email to the audit liaison, Aileen Coverdell, Chief Accountant.
- Allow the County seven days to provide a written response to any findings.

Reporting levels for audit issues

Issues identified through the auditing process will be communicated as follows. Failure to appropriately address audit issues may result in escalated reporting levels.

- **Findings** formally address issues in an audit report. Findings report significant deficiencies and material weaknesses in internal controls; misappropriation; and material abuse or non-compliance with laws, regulations, contracts or grant agreements. You will be given the opportunity to respond to a finding, and this response, or a synopsis of it, will be published in the audit report. Professional auditing standards define the issues we must report as findings with regard to non-compliance with a financial statement effect and internal controls over financial reporting. The Uniform Guidance defines the issues we must report as findings with regard to non-compliance and internal controls over compliance with federal grants.

- **Management letters** communicate control deficiencies, non-compliance, abuse, or errors with a less-than-material effect on audit objectives. Management letters are referenced, but not included, in the audit report.
- **Exit items** address control deficiencies, non-compliance, abuse, or errors that have an insignificant effect on audit objectives. These issues are informally communicated to management and are not referenced in the audit report.

Client's Responsibilities

Management is responsible for the accuracy and completeness of information provided to the auditor and will provide the Office of the Washington State Auditor with:

- Unrestricted access to people with whom the auditor wishes to speak.
- All information that is requested or relevant to auditor requests.
- Notification when any documents, records, files, or data contain information that is covered by confidentiality or privacy laws, such as HIPAA.
- Adequate workspace and conditions, including interacting with auditors professionally and respectfully and promptly communicating about any issues and concerns.

Moreover, our audit does not relieve management or the governing body of their responsibilities. Management's responsibilities, with oversight from the governing body, include:

- Selecting and applying appropriate administrative and accounting policies.
- Establishing and maintaining effective internal controls over financial reporting, compliance, and safeguarding of public resources.
- Designing and following effective controls to prevent and detect fraud, theft, and loss.
- Promptly reporting to us knowledge of any fraud, allegations of fraud or suspected fraud involving management, employees or others, in accordance with RCW 43.09.185.
- Ensuring compliance with laws, regulations and provisions of contracts and grant agreements.

- Preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America (GAAP).
- Preparing the following supplementary information and providing us with certain written representations concerning the supplementary information:
    - Schedule of Expenditures of Federal Awards (including notes and noncash assistance received) that includes all expenditures from federal agencies and pass-through agencies
    - Combining Statements

- Including the auditor's report on the supplementary information in any document that both contains the supplementary information and indicates that the auditor reported on the supplementary information.
- Either presenting the supplementary information with the audited financial statements or, if the supplementary information will not be presented, making the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information and auditor's report thereon are issued.
- Identifying all federal awards received and government programs.
- Understanding and complying with the provisions of laws, regulations, contracts, and grant agreements, including applicable program compliance requirements.
- Internal control over compliance, including establishing and maintaining effective controls that provide reasonable assurance that the County administers government programs in compliance with the compliance requirements.

- Evaluating and monitoring the County's compliance with the compliance requirements.
- Informing us of the County's relationships with significant vendors who are responsible for program compliance
- Submitting the reporting package and data collection form through the Federal Audit Clearinghouse.

Responsibilities at the conclusion of the audit

At the conclusion of our audit, the County will provide us with a letter to confirm in writing certain express and implied representations made during the course of the audit. This letter includes representations regarding legal matters. A separate letter may be needed from the County's legal counsel.

Management and the governing body are also responsible for following up and taking corrective action on all audit findings, including, when applicable, preparing a summary schedule of prior audit findings and a corrective action plan on the County's own letterhead.

Responsibilities specific to this engagement

Additionally, the County will:

- Provide the final Schedule of Expenditures of Federal Awards for audit to our office by May 30, 2020.
- Provide our office with documentation of the financial statement review and approval before they were submitted for audit.
- Obtain a clear understanding of accounting standards applied into your audit statements and fully understand adjusting entries recommended by the Office of the Washington State Auditor before approving the entries.
- Revise financial statements and schedules only if agreed to in writing by our office.
- Provide documentation electronically as needed for the audit.
- Interact with auditors professionally and respectfully and promptly communicate issues and concerns.

Estimated Audit Costs and Timeline

We estimate the cost of the audit work to be $127,500, plus travel costs, and other expenses, if any. Invoices for these services will be prepared and presented each month as our audit work progresses.

We anticipate our reports, which will be addressed to the County's governing body and published on our website www.sao.wa.gov to be available to you and the public as outlined below. These estimates are based on timely access to financial information and no significant audit reporting issues. The estimated cost and completion date may change if unforeseen issues arise or if significant audit issues are identified necessitating additional audit work. We will promptly notify you if this is the case.

Report	**Date***
Independent Auditor's Report on Financial Statements	August 2020
Comprehensive Annual Financial Report Letter	August 2020
Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*	August 2020
Independent Auditor's Report on Compliance For Each Major Federal Program and Report on Internal Control Over Compliance in Accordance with Uniform Guidance	October 2020

Independent Auditor's Report on Accountability	December 2020

**Report Issuance Dates Are Estimates Only*

The audit documentation for this engagement, which may contain confidential or sensitive information, is the property of SAO and constitutes a public record under Chapter 42.56 RCW. Subject to applicable laws and regulations, appropriate individuals, as well as audit documentation, will be made available upon request and in a timely manner to appropriate auditors and reviewers, County's management and governing body, and federal agencies, for purposes of a public records request, a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities.

The audit documentation for this engagement will be retained for a minimum of five years after the report release (publish) date in accordance with the public records retention schedule established by the Washington Secretary of State.

Expected Communications

During the course of the audit, we will communicate with the County's selected audit liaison, Aileen Coverdell, Chief Accountant, on the audit status, any significant changes in our planned audit scope or schedule and preliminary results or recommendations as they are developed. The audit liaison is responsible for regularly updating the County's management and the governing body on these matters. We may also provide direct communication of these matters to management and the governing body as needed or at the County's request.

Please contact us if, during the audit, any events or concerns come to your attention of which we should be aware. We will expect the audit liaison to keep us informed of any such matters.

Audit Dispute Process

Please contact the Audit Manager or Assistant Director to discuss any unresolved disagreements or concerns you have during the performance of our audit. At the conclusion of the audit, we will summarize the results at the exit conference. We will also discuss any significant difficulties or disagreements encountered during the audit and their resolution.

By signing and returning this letter, you acknowledge that the foregoing is in accordance with your understanding. Please contact us with any questions.

We appreciate the opportunity to be of service to you and look forward to working with you and your staff.

Sincerely,

Ginny Waltman

Ginny Waltman, Audit Manager 7/30/2020
Office of the Washington State Auditor

County Response:

This letter correctly sets forth our understanding.

Brenda Chilton 08/05/2020

Commissioner	Date	Brenda Chilton Auditor	Date

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 11, 2020
Subject:	First Amendment to Historic Preservation Grant Agreement Between Benton County and Fire Protection District 4 Firefighters Association
Presenter:	N/A
Prepared By:	Shyanne Palmus
Reviewed By:	Adam Fyall

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☒ Execute Contract

Summary / Background Information

On January 7, 2020, the County entered into a Historic Preservation Grant Agreement with Fire Protection District 4 Firefighters Association (the "Grantee") per Resolution 2020-006 (the "Agreement") regarding funds awarded pursuant to RCW 36.22.170(1)(a) for the promotion of historical preservation and/or historical programs in Benton County.

This First Amendment to the Agreement is necessary to revise the Agreement termination date to allow additional time for the Grantee to complete the awarded project, due to delays caused by the COVID-19 pandemic.

Both parties have agreed to amend the Agreement termination date by one year (to December 31, 2021) and that all other terms and conditions of the Agreement will remain the same.

Fiscal Impact

There is no fiscal impact to this grant agreement amendment. The grant funds have already been disbursed to the Grantee from the Historic Preservation Fund (0157-101).

Recommendation

Staff recommends approval of the grant agreement amendment and to authorize the Chairman to sign.

Suggested Motion

N/A

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF FIRST AMENDMENT TO HISTORIC PRESERVATION GRANT AGREEMENT BETWEEN BENTON COUNTY AND FIRE PROTECTION DISTRICT 4 FIREFIGHTERS ASSOCIATION

WHEREAS, COUNTY and GRANTEE entered into a Historic Preservation Grant Agreement per Resolution 2020-006 dated January 7, 2020 (the "Agreement") regarding funds awarded pursuant to RCW 36.22.170(1)(a) for the promotion of historical preservation and/or historical programs in Benton County; and

WHEREAS, this First Amendment to the Agreement is necessary to revise the Agreement termination date to allow additional time for the GRANTEE to complete the awarded project, due to delays caused by the COVID-19 pandemic; and

WHEREAS, both parties have agreed to amend the Agreement termination date and that all other terms and conditions of the Agreement will remain the same; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners hereby authorizes the Chairman of the Board to sign the attached first grant agreement amendment; and

BE IT FURTHER RESOLVED, this agreement shall begin January 1, 2020 and expire December 31, 2021.

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

Cc: Auditor; Treasurer; PA – Contract Compliance; Fire District #4 S Palmus

FIRST AMENDMENT TO HISTORIC PRESERVATION GRANT AGREEMENT BETWEEN BENTON COUNTY AND FIRE PROTECTION DISTRICT 4 FIREFIGHTERS ASSOCIATION

This Grant Agreement Amendment, made and entered into this _____ day of _____, 2020 by and between **BENTON COUNTY**, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **FIRE PROTECTION DISTRICT 4 FIREFIGHTERS ASSOCIATION**, a Washington Public Charity, with its principal offices at 2604 Bombing Range Road, West Richland, WA, 99353(hereinafter "GRANTEE").

RECITALS

WHEREAS, COUNTY and GRANTEE entered into a Historic Preservation Grant Agreement per Resolution 2020-006 dated January 7, 2020 (the "Agreement") regarding funds awarded pursuant to RCW 36.22.170(1)(a) for the promotion of historical preservation and/or historical programs in Benton County; and

WHEREAS, this First Amendment to the Agreement is necessary to revise the Agreement termination date to allow additional time for the GRANTEE to complete the awarded project, due to delays caused by the COVID-19 pandemic; and

WHEREAS, both parties have agreed to amend the Agreement termination date; and

WHEREAS, all other terms and conditions of the Agreement will remain the same; and

NOW, THEREFORE, in consideration of the provisions and agreements set forth herein, the parties agree that all provisions of their original Contract shall remain in effect except the below section, which is amended as follows:

a) Section 8. TERMINATION – Unless otherwise terminated, this Agreement shall begin January 1, 2020 and shall expire December 31, 2021. If either party hereto fails to comply with the terms and conditions of this Agreement, which includes compliance with the proposal set forth by GRANTEE in the application materials attached hereto, the other party may pursue such remedies as are legally available including, but not limited to the termination of the Agreement in the manner specified herein.

IN WITNESS WHEREOF, the Parties to this Agreement Amendment have executed this Amendment to take effect upon the last date signed.

Dated: _____

Benton County Board of Commissioners

_____
Chairman

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

Attest: _____
Clerk of the Board

Approved as to Form:

_____
Civil Deputy Prosecuting Attorney

Dated: 7/30/2020

Fire Protection District 4 Firefighters Association

Amie Green
Signature

Treasurer/Secretary
Title

Amie Green
Printed Name

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 11, 2020
Subject:	First Amendment to Historic Preservation Grant Agreement Between Benton County and Historic Downtown Kennewick Partners (DBA Historic Downtown Kennewick Partnership)
Presenter:	N/A
Prepared By:	Shyanne Palmus
Reviewed By:	Adam Fyall

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☒ Execute Contract

Summary / Background Information

On January 7, 2020, the County entered into a Historic Preservation Grant Agreement with Historic Downtown Kennewick Partners (DBA Historic Downtown Kennewick Partnership) (the "Grantee") per Resolution 2020-009 (the "Agreement") regarding funds awarded pursuant to RCW 36.22.170(1)(a) for the promotion of historical preservation and/or historical programs in Benton County.

This First Amendment to the Agreement is necessary to revise the Agreement termination date to allow additional time for the Grantee to complete the awarded project, due to delays caused by the COVID-19 pandemic.

Both parties have agreed to amend the Agreement termination date by one year (to December 31, 2021) and that all other terms and conditions of the Agreement will remain the same.

Fiscal Impact

There is no fiscal impact to this grant agreement amendment. The grant funds have already been disbursed to the Grantee from the Historic Preservation Fund (0157-101).

Recommendation

Staff recommends approval of the grant agreement amendment and to authorize the Chairman to sign.

Suggested Motion

N/A

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF FIRST AMENDMENT TO HISTORIC PRESERVATION GRANT AGREEMENT BETWEEN BENTON COUNTY AND HISTORIC DOWNTOWN KENNEWICK PARTNERS (DBA HISTORIC DOWNTOWN KENNEWICK PARTNERSHIP)

WHEREAS, COUNTY and GRANTEE entered into a Historic Preservation Grant Agreement per Resolution 2020-009 dated January 7, 2020 (the "Agreement") regarding funds awarded pursuant to RCW 36.22.170(1)(a) for the promotion of historical preservation and/or historical programs in Benton County; and

WHEREAS, this First Amendment to the Agreement is necessary to revise the Agreement termination date to allow additional time for the GRANTEE to complete the awarded project, due to delays caused by the COVID-19 pandemic; and

WHEREAS, both parties have agreed to amend the Agreement termination date and that all other terms and conditions of the Agreement will remain the same; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners hereby authorizes the Chairman of the Board to sign the attached first grant agreement amendment; and

BE IT FURTHER RESOLVED, this agreement shall begin January 1, 2020 and expire December 31, 2021.

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

Cc: Auditor; Treasurer; PA – Contract Compliance; Historic Downtown Kennewick Partners S Palmus

FIRST AMENDMENT TO HISTORIC PRESERVATION GRANT AGREEMENT BETWEEN BENTON COUNTY AND HISTORIC DOWNTOWN KENNEWICK PARTNERS (DBA HISTORIC DOWNTOWN KENNEWICK PARTNERSHIP)

This Grant Agreement Amendment, made and entered into this _____ day of _____, 2020 by and between **BENTON COUNTY**, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **HISTORIC DOWNTOWN KENNEWICK PARTNERS (DBA HISTORIC DOWNTOWN KENNEWICK PARTNERSHIP)**, a Washington Nonprofit Corporation, with its principal offices at 124 W Kennewick Avenue, Kennewick, WA 99336 (hereinafter "GRANTEE").

RECITALS

WHEREAS, COUNTY and GRANTEE entered into a Historic Preservation Grant Agreement per Resolution 2020-009 dated January 7, 2020 (the "Agreement") regarding funds awarded pursuant to RCW 36.22.170(1)(a) for the promotion of historical preservation and/or historical programs in Benton County; and

WHEREAS, this First Amendment to the Agreement is necessary to revise the Agreement termination date to allow additional time for the GRANTEE to complete the awarded project, due to delays caused by the COVID-19 pandemic; and

WHEREAS, both parties have agreed to amend the Agreement termination date; and

WHEREAS, all other terms and conditions of the Agreement will remain the same; and

NOW, THEREFORE, in consideration of the provisions and agreements set forth herein, the parties agree that all provisions of their original Contract shall remain in effect except the below section, which is amended as follows:

a) Section 8. TERMINATION – Unless otherwise terminated, this Agreement shall begin January 1, 2020 and shall expire December 31, 2021. If either party hereto fails to comply with the terms and conditions of this Agreement, which includes compliance with the proposal set forth by GRANTEE in the application materials attached hereto, the other party may pursue such remedies as are legally available including, but not limited to the termination of the Agreement in the manner specified herein.

IN WITNESS WHEREOF, the Parties to this Agreement Amendment have executed this Amendment to take effect upon the last date signed.

Dated: _____

Benton County Board of Commissioners

_____
Chairman

Dated: 7/28/2020

Historic Downtown Kennewick Partners

_____
Signature

Executive Director
Title

Stephanie Button
Printed Name

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

Attest: _____
Clerk of the Board

Approved as to Form:

_____
Civil Deputy Prosecuting Attorney

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 11, 2020
Subject:	First Amendment to Historic Preservation Grant Agreement Between Benton County and Richland Public Facilities District (DBA REACH Museum)
Presenter:	N/A
Prepared By:	Shyanne Palmus
Reviewed By:	Adam Fyall

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☒ Execute Contract

Summary / Background Information

On January 7, 2020, the County entered into a Historic Preservation Grant Agreement with Richland Public Facilities District (DBA REACH Museum) (the "Grantee") per Resolution 2020-010 (the "Agreement") regarding funds awarded pursuant to RCW 36.22.170(1)(a) for the promotion of historical preservation and/or historical programs in Benton County.

This First Amendment to the Agreement is necessary to revise the Agreement termination date to allow additional time for the Grantee to complete the awarded project, due to delays caused by the COVID-19 pandemic.

Both parties have agreed to amend the Agreement termination date by one year (to December 31, 2021) and that all other terms and conditions of the Agreement will remain the same.

Fiscal Impact

There is no fiscal impact to this grant agreement amendment. The grant funds have already been disbursed to the Grantee from the Historic Preservation Fund (0157-101).

Recommendation

Staff recommends approval of the grant agreement amendment and to authorize the Chairman to sign.

Suggested Motion

N/A

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF FIRST AMENDMENT TO HISTORIC PRESERVATION GRANT AGREEMENT BETWEEN BENTON COUNTY AND RICHLAND PUBLIC FACILITIES DISTRICT (DBA REACH MUSEUM)

WHEREAS, COUNTY and GRANTEE entered into a Historic Preservation Grant Agreement per Resolution 2020-010 dated January 7, 2020 (the "Agreement") regarding funds awarded pursuant to RCW 36.22.170(1)(a) for the promotion of historical preservation and/or historical programs in Benton County; and

WHEREAS, this First Amendment to the Agreement is necessary to revise the Agreement termination date to allow additional time for the GRANTEE to complete the awarded project, due to delays caused by the COVID-19 pandemic; and

WHEREAS, both parties have agreed to amend the Agreement termination date and that all other terms and conditions of the Agreement will remain the same; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners hereby authorizes the Chairman of the Board to sign the attached first grant agreement amendment; and

BE IT FURTHER RESOLVED, this agreement shall begin January 1, 2020 and expire December 31, 2021.

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

Cc: Auditor; Treasurer; PA – Contract Compliance; Richland Public Facilities District (REACH Museum) S Palmus

FIRST AMENDMENT TO HISTORIC PRESERVATION GRANT AGREEMENT BETWEEN BENTON COUNTY AND RICHLAND PUBLIC FACILITIES DISTRICT (DBA REACH MUSEUM)

This Grant Agreement Amendment, made and entered into this _____ day of _____, 2020 by and between **BENTON COUNTY**, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **RICHLAND PUBLIC FACILITIES DISTRICT (DBA REACH MUSEUM)**, with its principal offices at 1943 Columbia Park Trail, Richland, WA 99352 (hereinafter "GRANTEE").

RECITALS

WHEREAS, COUNTY and GRANTEE entered into a Historic Preservation Grant Agreement per Resolution 2020-010 dated January 7, 2020 (the "Agreement") regarding funds awarded pursuant to RCW 36.22.170(1)(a) for the promotion of historical preservation and/or historical programs in Benton County; and

WHEREAS, this First Amendment to the Agreement is necessary to revise the Agreement termination date to allow additional time for the GRANTEE to complete the awarded project, due to delays caused by the COVID-19 pandemic; and

WHEREAS, both parties have agreed to amend the Agreement termination date; and

WHEREAS, all other terms and conditions of the Agreement will remain the same; and

NOW, THEREFORE, in consideration of the provisions and agreements set forth herein, the parties agree that all provisions of their original Contract shall remain in effect except the below section, which is amended as follows:

a) Section 8. TERMINATION – Unless otherwise terminated, this Agreement shall begin January 1, 2020 and shall expire December 31, 2021. If either party hereto fails to comply with the terms and conditions of this Agreement, which includes compliance with the proposal set forth by GRANTEE in the application materials attached hereto, the other party may pursue such remedies as are legally available including, but not limited to the termination of the Agreement in the manner specified herein.

IN WITNESS WHEREOF, the Parties to this Agreement Amendment have executed this Amendment to take effect upon the last date signed.

Dated: _____

Benton County Board of Commissioners

_____
Chairman

Dated: _____

Richland Public Facilities District (DBA REACH Museum)

Rosanna Sharpe
Signature

Executive Director
Title

Rosanna Sharpe
Printed Name

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

Attest: _____
Clerk of the Board

Approved as to Form:

_____
Civil Deputy Prosecuting Attorney

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 11, 2020
Subject:	First Amendment to Historic Preservation Grant Agreement Between Benton County and The Richland Players
Presenter:	N/A
Prepared By:	Shyanne Palmus
Reviewed By:	Adam Fyall

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☒ Execute Contract

Summary / Background Information

On January 7, 2020, the County entered into a Historic Preservation Grant Agreement with The Richland Players (the "Grantee") per Resolution 2020-011 (the "Agreement") regarding funds awarded pursuant to RCW 36.22.170(1)(a) for the promotion of historical preservation and/or historical programs in Benton County.

This First Amendment to the Agreement is necessary to revise the Agreement termination date to allow additional time for the Grantee to complete the awarded project, due to delays caused by the COVID-19 pandemic.

Both parties have agreed to amend the Agreement termination date by one year (to December 31, 2021) and that all other terms and conditions of the Agreement will remain the same.

Fiscal Impact

There is no fiscal impact to this grant agreement amendment. The grant funds have already been disbursed to the Grantee from the Historic Preservation Fund (0157-101).

Recommendation

Staff recommends approval of the grant agreement amendment and to authorize the Chairman to sign.

Suggested Motion

N/A

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF FIRST AMENDMENT TO HISTORIC PRESERVATION GRANT AGREEMENT BETWEEN BENTON COUNTY AND THE RICHLAND PLAYERS

WHEREAS, COUNTY and GRANTEE entered into a Historic Preservation Grant Agreement per Resolution 2020-011 dated January 7, 2020 (the "Agreement") regarding funds awarded pursuant to RCW 36.22.170(1)(a) for the promotion of historical preservation and/or historical programs in Benton County; and

WHEREAS, this First Amendment to the Agreement is necessary to revise the Agreement termination date to allow additional time for the GRANTEE to complete the awarded project, due to delays caused by the COVID-19 pandemic; and

WHEREAS, both parties have agreed to amend the Agreement termination date and that all other terms and conditions of the Agreement will remain the same; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners hereby authorizes the Chairman of the Board to sign the attached first grant agreement amendment; and

BE IT FURTHER RESOLVED, this agreement shall begin January 1, 2020 and expire December 31, 2021.

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

Cc: Auditor; Treasurer; PA – Contract Compliance; The Richland Players S Palmus

FIRST AMENDMENT TO HISTORIC PRESERVATION GRANT AGREEMENT BETWEEN BENTON COUNTY AND THE RICHLAND PLAYERS

This Grant Agreement Amendment, made and entered into this _____ day of _____, 2020 by and between **BENTON COUNTY,** a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **THE RICHLAND PLAYERS,** with its principal offices at 608 The Parkway, Richland, WA 99352(hereinafter "GRANTEE").

RECITALS

WHEREAS, COUNTY and GRANTEE entered into a Historic Preservation Grant Agreement per Resolution 2020-011 dated January 7, 2020 (the "Agreement") regarding funds awarded pursuant to RCW 36.22.170(1)(a) for the promotion of historical preservation and/or historical programs in Benton County; and

WHEREAS, this First Amendment to the Agreement is necessary to revise the Agreement termination date to allow additional time for the GRANTEE to complete the awarded project, due to delays caused by the COVID-19 pandemic; and

WHEREAS, both parties have agreed to amend the Agreement termination date; and

WHEREAS, all other terms and conditions of the Agreement will remain the same; and

NOW, THEREFORE, in consideration of the provisions and agreements set forth herein, the parties agree that all provisions of their original Contract shall remain in effect except the below section, which is amended as follows:

a) Section 8. TERMINATION – Unless otherwise terminated, this Agreement shall begin January 1, 2020 and shall expire December 31, 2021. If either party hereto fails to comply with the terms and conditions of this Agreement, which includes compliance with the proposal set forth by GRANTEE in the application materials attached hereto, the other party may pursue such remedies as are legally available including, but not limited to the termination of the Agreement in the manner specified herein.

IN WITNESS WHEREOF, the Parties to this Agreement Amendment have executed this Amendment to take effect upon the last date signed.

Dated: _____

Benton County Board of Commissioners

_____
Chairman

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

Attest: _____
Clerk of the Board

Approved as to Form:

_____
Civil Deputy Prosecuting Attorney

Dated: 7-28-2020

The Richland Players

Christy E. Valle
Signature

President
Title

Christy Valle
Printed Name

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 11, 2020
Subject:	Approving the purchase of one Dell laptop for the Corrections Department from Dell, Inc.
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	Linda Ivey

PA Review, Approval to Form: ☐ Yes ☐ No ☒ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

Information Technology has been working with the Corrections Department to purchase one Dell laptop to be used by their Investigative Officer. Recently, Corrections purchased a polygraph machine which requires a laptop computer to run the polygraph software and hardware. Resolution 2019-753 requires that all non-budgeted devices purchased over $500 be coded to the department's 3508 expenditure code and be approved by the Board of Benton County Commissioners.

Dell is an authorized Washington State vendor under NASPO ValuePoint's Computer Equipment Contract, Dell Marketing, L.P. Contract #05815-003.

Fiscal Impact

Amount: **$1,400 excluding WSST.**

Fund: **Corrections Department's approved 2019-2020 budget.**

Recommendation

Information Technology recommends that the Board approves the purchase of one Dell Laptop in an amount not to exceed $1,400 excluding WSST from Dell Inc. All equipment purchased will be added to Central Services Replacement Fund (0132-101).

Suggested Motion

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE OF ONE DELL LAPTOP FOR THE CORRECTIONS DEPARTMENT FROM DELL INC.

WHEREAS, Information Technology has been working with the Corrections Department to purchase one Dell laptop to be used by their Investigative Officer; and

WHEREAS, Corrections purchased a polygraph machine which requires a laptop computer to run the polygraph software and hardware; and

WHEREAS, Dell is an authorized Washington State vendor under NASPO ValuePoint's Computer Equipment Contract, Dell Marketing, L.P. Contract #05815-003; and

WHEREAS, Section 2.6 of the Computer Replacement Policy requires all new computer equipment over $500 receive approval by the Board of Benton County Commissioners before purchasing; NOW THEREFORE,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with Information Technology's recommendation and approves the purchase of one Dell laptop for the Corrections Department in an amount not to exceed $1,400 excluding Washington State Sales Tax to be paid for using Corrections approved 2019-2020 department funds; and

BE IT FURTHER RESOLVED, purchased items from Dell, Inc. will be enrolled into Central Services Replacement Fund (0132-101).

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

Orig: Information Technology
cc: Auditor, Corrections

Prepared by: R. Heard

eQuote

Savings	$433.09
Subtotal (1)	**$920.33**
Estimated Shipping	$0.00
Total	**$920.33**

Details

Corrections Polygraph Laptop
Quote number # 3000065991045

Created July 31, 2020
Expires August 30, 2020
Created by
robert.heard@co.benton.wa.us
Authorized buyer Robert Heard

Customer details

Billing

Order contact
Robert Heard, Benton County IT
Dell Contract Code:
C000000010849
Customer agreement number:
05815-003
Phone number: (509) 786-5603
Additional::
robert.heard@co.benton.wa.us

Tax exemption
I am not tax exempt

Shipping

Shipping information
Information Technology Dept,
Benton County
7122 W Okanogan Pl, Kennewick,
WA, 99336-2359
Phone number: (509) 786-5603
Additional::
CENTRAL.SERVICES@CO.BENTON.WA.US

Delivery method
FREE Standard Delivery

Trade compliance
No, I will not be exporting

Payment method

Description

Corrections Polygraph Laptop

Notes

Corrections Polygraph Laptop

Items	Quantity	Unit Price	Item total
Latitude 3500 - Build Your Own Discounted unit price: $920.33 **Estimated Ship Date** August 9, 2020 - August 11, 2020	1	$1,353.42	$1,353.42

Premier discount -$433.09

Catalog Number: 84 / xctol350015usr

Category	Description	Code	SKU	ID
Base	Dell Latitude 3500	GJB8NRT	[210-ARRH]	1
Processor	8th Generation Intel® Core™ i5-8265U Processor (4 Core, 6MB Cache,1.6GHz, 15W)	G4BSYHW	[379-BDKU]	146
Operating System	Windows 10 Pro 64bit English, French, Spanish	GF48XA1	[619-AHKN]	11
Windows AutoPilot	No Windows AutoPilot	GYEO2AP	[340-CKSZ]	291
Microsoft Office	Microsoft Office 30 Day Trial	GC7OFJV	[658-BCSB]	1002
Graphics	Intel® UHD 620 Graphics for Intel 8th Gen Core i5-8265U	GPNMW2K	[338-BQSW]	149
2400MHz Memory	8GB, 1x8GB, DDR4 Non-ECC	G186L29	[370-AECX]	3
Hard Drive	2.5" 500GB 7200RPM SATA Hard Drive	G4LIYU3	[400-AUNX]	8
Additional Hard Drive	Not Selected in this Configuration	GZK1PNU	[817-BBBC]	637
LCD	15.6" HD (1366 x 768) Anti-Glare Non-Touch, Camera & Microphone, WLAN Capable	G89E5B0	[320-BCUH] [391-BEBK]	760
PalmRest	No Fingerprint and No SmartCard Reader	GIW9T0N	[346-BEZF]	55
Keyboard	Single Pointing Non-backlit Keyboard, English	GID7NZO	[583-BFNE]	4
Driver	Wireless Driver for Qualcomm QCA9377/QCA61x4A	GH0OFMZ	[555-BETQ]	7

Category	Description	Code	SKU	ID
Wireless	Qualcomm® QCA61x4A 802.11ac Dual Band (2x2) Wireless Adapter+ Bluetooth 4.2	GTYM34G	[555-BCMW]	19
Mobile Broadband	No Mobile Broadband Card	GR957IY	[556-BBCD]	114
Primary Battery	3 Cell 42Whr ExpressChargeTM Capable Battery	G34K0VL	[451-BCIH]	112
Power Supply	65 Watt AC adapter	G1USCN9	[450-ADTR]	1015
Security Software	No Security Software	NOSS	[650-AAAM]	1014
Operating System Recovery Options	OS-Windows Media Not Included	GLA9OQ1	[620-AALW]	200013
Cable	E4 US Power Cord	G7XRU8M	[537-BBBL]	20
Placemat	Quick Start Guide	GXSI6T1	[340-CLMH]	60
Canada Ship Options	US No Canada Ship Charge	G3IA0L8	[332-1286]	111
Carrying Cases	No Carrying Case	NONE	[460-BBEX]	118
Chassis Orientation Options	No Docking Station	GJTIBU6	[452-BBSE]	271
Documentation/Disks	Safety/Environment and Regulatory Guide (English/French Multi-language)	G7RB0GY	[340-AGIK]	21
Configuration Type	Custom Configuration	NOFGA	[817-BBBB]	572
Label	Regulatory Label, FCC	GL7DVE2	[389-DPGZ]	676

Category	Description	Code	SKU	ID
Non-Microsoft Application Software	Windows System Software	GBZGAT8	[525-BBCL] [640-BBLW] [658-BBMR] [658-BBRB] [658-BDVK] [658-BECE] [658-BEOK]	1003
Packaging	Mix Model Packaging Normal Adapter	GYVH2RG	[340-AASO] [340-CLWX] [640-BBJB]	465
Processor Branding	Intel® Core™ i5 Processor Label	GS8CVPI	[389-CGBB]	749
TAA	No TAA	NOTAA	[340-ACQQ]	97
Mouse	No Mouse	G8043UZ	[570-AADK]	12
Diagnostic CD / Diskette	No Resource Media	G5KFAU6	[430-XXYG]	50
ENERGY STAR	ENERGY STAR Qualified	GXH1EQA	[387-BBNP]	122
Transportation from ODM to region	Standard Shipment (M)	G93HOUJ	[800-BBQF]	200080
UPC Label	No UPC Label	G8WGTYN	[389-BCGW]	292
Hardware Support Services	4 Years Hardware Service with Onsite/In-Home Service After Remote Diagnosis	GKMAOG7	[975-3461] [997-6727] [997-6735] [997-6738]	29

Item total: $920.33

Savings: $433.09

Subtotal (1): $920.33

Savings	$433.09
Subtotal (1)	**$920.33**
Estimated Shipping	$0.00
Total	**$920.33**

Ultrabook, Celeron, Celeron Inside, Core Inside, Intel, Intel Logo, Intel Atom, Intel Atom Inside, Intel Core, Intel Inside, Intel Inside Logo, Intel vPro, Itanium, Itanium Inside, Pentium, Pentium Inside, vPro Inside, Xeon, Xeon Phi, Xeon Inside, and Intel Optane are trademarks of Intel Corporation or its subsidiaries in the U.S. and/or other countries.

Same day shipment subject to order size limitations, Dell standard shipping methods and payment via credit card, gift card or Dell Business Credit. Notification will be provided if there are payment delays which could impact shipping date. Electronics and accessories may ship separately.

Smart Selection. Limited quantities. Only available for orders placed by 5:59 p.m. CT Mon.–Thurs. Systems shipped the next business day after an order is placed. Subject to order approval. Software and accessories not part of the configuration will be shipped separately and may arrive after your system. Please note that Smart Selection Configuration pricing cannot be combined with other pricing offers or discounts provided or agreed to by Dell. ** Orders with Custom Factory Integration might require additional processing time.

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COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 11, 2020
Subject:	Approving emergency purchase of SmartGov's web-based online permitting, planning/zoning, inspections, code enforcement, and business licensing software from Dude Solutions, Inc.
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	Linda Ivey

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

Due to the County's response to COVID-19 pandemic and keeping a social and physical distance of six feet, Information Technology has been working with the Planning, Building and Public Works Departments to purchase an application that can aid in their ability to interact with the county's citizens with regards to permitting, planning/zoning, inspections, code enforcement, and business licensing. SmartGov, Dude Solutions, Inc. maximizes public engagement and satisfaction with a web portal that promotes self-service and transparency. SmartGov will provide Planning, Building and Public Works one environment to standardize data ensuring the public has reliable consistent information from any internet connection/device. Besides public benefits, SmartGov will provide the County with industry leading tools needed to simply processes to keep up with the County's thriving community.

On March 17, 2020, the Board of Benton County Commissioners, via resolution 2020-258, declared an emergency due to the COVID-19 Virus situation. Resolution 2020-258 authorizes departments to enter into contracts and incur obligations in order to combat the emergency.

Fiscal Impact

Amount: **$108,653 excluding WSST. Costs include an annual subscription of $35,000 per year.**

Fund: **CARES Fund eligible.**

Recommendation

Information Technology recommends that the Board approves the purchase of SmartGov in an amount not to exceed $108,653 excluding WSST from Dude Solutions, Inc. Purchase includes one-time Implementation and Services costs plus a 12-month subscription.

Suggested Motion

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING AN EMERGENCY PURCHASE OF SMARTGOV A WEB-BASED PERMITTING, PLANNING/ZONING, INSPECTIONS, CODE ENFORCEMENT, AND BUSINESS LICENSING SOFTWARE FROM DUDE SOLUTIONS, INC.

WHEREAS, On March 17, 2020 the Board of Benton County Commissioners, via resolution 2020-258, declared an emergency due to the COVID-19 Virus situation; and

WHEREAS, Resolution 2020-258 authorizes departments to enter into contracts and incur obligations in order to combat the emergency; and

WHEREAS, due to the County's response to COVID-19 pandemic and keeping a social and physical distance of six feet, Information Technology Department has been working with county departments to help find web-based solutions to aid in their ability to interact with public citizens; and

WHEREAS, Planning, Building and Public Works Departments regularly engage with the public in regard to permitting, planning/zoning, inspections, code enforcement, and business licensing services; and

WHEREAS, SmartGov maximizes public engagement and satisfaction through an internet web portal that promote efficiencies through public self-service and transparency; and

WHEREAS, besides public benefits, SmartGov will provide county departments with industry leading back-office tools needed to keep up with the County's thriving community; and

WHEREAS, the Prosecuting Attorney's Civil Division has reviewed the agreement and has approved to form; NOW, THEREFORE

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby agrees with the Information Technology Manager's recommendation approving an emergency purchase of SmartGov from Dude Solutions, Inc.; and

BE IT FURTHER RESOLVED, SmartGov's purchase includes one-time Implementation and Services costs not to exceed $73,732 excluding WSST and a 12-month subscription term in an amount not to exceed $35,000 excluding WSST from date of signature.

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

Orig: Information Technology
cc: Auditor, Planning, Building & Public Works

Prepared by: R. Heard

Dude Solutions

Software for Smarter Operations

PREPARED FOR

Benton County

Cristina Rodrigues Woods
Public Works Engineering Tech III
PO Box 190
Prosser, WA

PREPARED BY

Dude Solutions, Inc.

PUBLISHED ON

July 07, 2020

Q-190198

This SOW has been defined to leverage DSI's experience, while optimizing the use of resources, thereby maximizing cost efficiencies on behalf of Client.

Based on our current understanding of the complexity and scope of this effort and the expected involvement of the DSI team resources, the current estimated Fixed Price for this engagement is shown in the Investment table. This estimated cost breakdown is as follows:

Pricing based on...

Subscription	
SmartGov Connector Merchant Preferred	$707.84
SmartGov - Enterprise	$32,442.93
SmartGov Permitting	$0.00
SmartGov Code Enforcement	$0.00
SmartGov Business License	$0.00
SmartGov Connector Financial	$884.80
SmartGov Connector Contractor	$884.80
Subscription Term: 12 months	**Subtotal:** $34,920.37

Implementation & Services	
Custom Reports	$1,900.00
Fees Configuration (Pages)	$1,615.00
Department Types / General Configuration	$23,013.75
Map Connector Configuration	$950.00
Parcel Connector Configuration	$2,375.00
Portal Configuration	$950.00
Web-Based Training	$5,095.80
	Subtotal: $73,731.73

Merchant Connector Configuration	$1,140.00
Data Migration	$24,225.00
Project Management	$9,617.18
Financial Connector Configuration	$1,900.00
Contractor Connector Configuration	$950.00
	Subtotal: $73,731.73
Total Initial Investment	**$108,652.10**

The above level of effort and associated pricing is based on the SMARTGOV package selected by Benton County and is subject to change based on defined client requirements that may be discovered during project delivery. Any identified project scope or requirements changes will be addressed via DSI Change Control Authorization ("CCA") process.

Introduction

Dude Solutions, Inc. ("DSI") is pleased to submit this Statement of Work ("SOW") to Benton County for SmartGov Professional Services. SmartGov streamlines permitting, planning/zoning, Inspections, code enforcement, and business licensing, providing efficiency for your jurisdiction and enhanced customer service for your citizens. The package Benton County has chosen for implementation of SmartGov will be implemented using proven processes and methodologies managed by an experienced project manager dedicated to delivering a successful project.

DSI looks forward to the opportunity to deliver these services and the ever-lasting development of a strong business partnership.

Definitions

In addition to the terms defined elsewhere in this SOW, the following terms have the following meanings:

"Change Control Authorization" or "CCA" means any request by the client to modify the scope of work, schedule, or costs will require preparation of a Change Control Authorization ("CCA" or "change order") form detailing the work to be performed, as well as the associated costs and schedule impact. Additional work will be performed only after both parties have duly executed the CCA. Scope of work changes will impact the project schedule which will be updated to reflect such changes upon CCA approval.

"Closing Phase" means the phase that represents the completion of a project where all metrics are finalized, all deliverables are complete and accepted by client, and all remaining billing/invoicing takes place prior to project closure and acceptance.

"Deliverable Acceptance Form" means the form that is a standard PMO form used for client to agree to accept a deliverable as complete and final.

"Escort" means the client provided resource/person to take Dude Solutions, Inc. ("DSI") resources around client facilities and provide access to restricted areas agreeable between client and DSI as needed.

"Executing Phase" means the phase of the project where deliverables are developed and completed.

"Fixed Price/Fixed Fee/Fixed Price Project" means the project pricing includes all services, tasks, and expenses associated with the client project.

"Monitoring and Controlling Phase" means the phase for measuring project progression and performance and ensuring that everything happening aligns with the project management plan.

"Onsite Services Completion" means onsite services have been completed and when necessary, the Deliverable Acceptance form will be used to document the completion of deliverables provided during the onsite services visit.

"Orientation Call" or "Project Kick-Off Call" means the call/meeting which begins the project and proper expectations are set between DSI and the client.

"Output Documents" standard or custom documents generated from SmartGov "e.g. permits, Certificates of Occupancy, violation letters, business licenses, receipts"

"Orientation Call Completion" means the Orientation Call or Project Kick-Off Call has been completed and the project has begun and proper expectations have been set between DSI and the client.

"Professional Services or Services" means professional, technical, consulting and/or other services.

"Project Completion" means the project completion occurs when all deliverables of the project have been completed and accepted by the client via the Project Completion Acceptance Form.

"Project Completion Acceptance Form" means the form that is a standard PMO form used for client to agree to accept a project as complete and final.

"Project Management Methodology" means the manner and process used to deliver services projects.

"Project Management Office" or "PMO" means the office that provides the oversight and standardized processes to consistently deliver projects in a concise, consistent, and standardized manner. The PMO manages and maintains the processes and standard templates utilized to manage DSI projects.

"SmartGov Modules" means the Permitting Module (permits for all departments), the code Enforcement Module, the Business Licensing Module, and the Recurring Inspection module.

"Software Component Configuration" means the components within the software have been configured per client specifications.

"Statement of Work Acceptance" means the signing and accepting of the terms of the Statement of Work document by client.

"Support Engagement" means the point in the project where implementation services end and product support begins.

"System Configuration Completion" means the configuration items within the software have been configured per client specifications.

"System Level Configuration Items" standard configurable items that are applied across departments and case templates.

"Training Completion" means the onsite or virtual training has been completed and when necessary, the Deliverable Acceptance form will be used to document the completion of deliverables provided for completion of the onsite or virtual training services.

"User Acceptance Testing – UAT" means that after the system is configured the client will have an opportunity to perform user level testing based on client developed test scripts. DSI will correct issues as documented and presented during this process.

Project Scope and Approach

Implementation Process Overview

In order to successfully implement the SmartGov application, DSI will work with Benton County to understand requirements necessary to configure and set up the SmartGov application to streamline processes related to permitting, planning/zoning, inspections, code enforcement and business licensing for your jurisdiction and citizens. Once the Benton County has reviewed, and approved these requirements and processes, DSI will configure and setup the application to support the Benton County's unique business rules.

Following the configuration and modeling work, DSI will train the Benton County's team using its jurisdiction-specific configuration. After training, DSI will work with Benton County to test the work performed and provide the necessary updates to successfully implement the solution. The system will then be ready to go live in production. If the Benton County purchases "Go-Live Support" packages, DSI will provide support for the period of time defined in the statement of work.

Customer Implementation Engagement Sessions ("CIES")

Client project team representatives and DSI project team representatives will dedicate time to meet in person or via teleconference to maintain communication and conduct coordination of project activities and tasks.

Deliverables

Dude Solutions will provide the following task deliverables:

- Project Management Meeting Schedule
- Data Migration and Technical Design Meeting Schedule
- Configuration Meeting Schedule
- Meeting notes or recordings for all scheduled meetings

The client will provide the following resources or task deliverables:

- A complete project team roster, including email addresses, phone numbers, and roles / titles
- Necessary communication / information to allow all project schedules to be finalized
- Timely response to task-related emails or phone calls to enable on-time completion of all assignments
- A minimum of 24-hour notice if all minimum required members for any scheduled meeting cannot attend the meeting. This will allow the meeting coordinator sufficient time to cancel or re-schedule the meeting as necessary

Assumptions and Constraints

- Initial proposed meeting plans from DSI will reflect the minimum recommended frequency, duration, participants (by job title or role), topics, and action items to address the full SOW
- Final meeting plan will be approved by the client key sponsor(s)
- Coordination and integration of the PM meeting, data migration, technical design meeting, and configuration meeting will align with the scope of the project, client organizational structure, and assigned resources
- The Client will provide dedicated knowledgeable technical resource available for questions
- The Client will provide a dedicated knowledgeable resource for mapping analysis

- The Client will provide read only access and screen shots for various permits/case types to provide context to DSI data migration specialists
- The Client will provide resources for validation throughout the process
- Client will provide side-by-side data entry for 2 weeks prior to go-live
- Response time for questions is one business day
- DSI may require up to 3 backups of data for each database throughout the process

Planning, Initial Set Up & System Level Configuration

Configuration begins with planning and analysis necessary to establish the overall configuration approach. After planning, and once the approach is documented and agreed to, DSI will set up the SmartGov environments to support implementation. DSI Consultants begin configuration with system level items or items that apply generally across all departments and types of configuration items.

Setup of environments to support SmartGov implementation and configuration of core items in each SmartGov module that are specific to Benton County 's requirements. These core items are defined/configured at the client level [i.e. these are configurable items that will be standard or shared across all departments and configuration types].

Deliverables

Dude Solutions will provide the following task deliverables:

- A Configuration Plan document that includes:
    - Identified current and future state business processes to be supported by the final product via the configuration work effort
    - Recommended approach to configuration that supports the identified business processes and activities
    - Configuration details for all permit, inspection, license, and code enforcement types to be configured in SmartGov. All templates required for creating the configuration types will be created in SmartGov based on requirements gathered in meetings with the client
- SmartGov Environments to support the implementation process including:
    - Configuration (Dude Solution access only for configuration)
    - Validation (client has access for testing, can be refreshed with configuration copy upon request)
    - Training
- Weekly configuration status reports (in PDF format) generated from the client specific configuration instance of SmartGov. These reports serve as the primary source to demonstrate core configuration elements, status, and needs
- Jurisdiction configuration, per Configuration Plan, to include as needed:
    - Parcel and/or address information management
    - Contact information management
    - Contractor license information management
    - Receipt/transaction information management
    - Inspection scheduling information management
    - Configurable screen display settings
- User configuration per Configuration Plan, to include as needed:

    - Individual User Rights
    - Available Departments
    - Available Distribution Groups
    - Available Inspection Qualifications
    - Available Security Groups

- Job configuration per Configuration Plan, to include as needed:
    - Default list of available queued jobs
    - Queued job parameters

- Administrative & shared configuration rules per Configuration Plan, to include as needed:
    - Administrative processing rules where available in the configurable Jurisdiction Values list
    - Standard status options for cases, submittal items, workflow steps, step actions, inspection types, inspection actions, accounts, and intervals
    - Standard expiration rules
    - Standard online processing rules [for the portal]
    - Standard reports available across all case types

Assumptions and Constraints

- The Configuration Plan will be based on information delivered to, or collected by, the DSI Consultant within a specified time frame established at the project kick-off
    - During the development of the Configuration Plan, the client provides representatives for all work units with work activity to be supported by the final delivered product

- Client will provide access to the appropriate leaders and/or subject matter experts to ensure meaningful engagement at all required meetings and to ensure on-time completion of assigned action items
- Client will provide access/links to any public, or private, web sites or operating systems, if needed, to gather complete business requirements
- The Configuration Plan can meet client requirements and can be fully executed within existing product design in all modules

- The Configuration instance will be solely owned by the DSI Implementation team and serves as the primary source for the final delivered product design

- The Validation instance will be sole source used by the client to complete all assigned configuration UAT tasks

- The Training instance will be used solely by members of the client project team to assist in understanding SmartGov functionality. It will contain default data sets and serves as a temporary "sand box" for assigned users.

- The client will designate one person on their project team to serve as the final decision-maker for all system level configuration elements. These are configured settings that are shared across SmartGov modules, and/or are settings common to all departments / divisions / users

- When configuration tasks, or related work effort, requires information to be submitted to the DSI Implementation team in a specific file format or within specified parameters, the client is able to comply with these stated requirements

- Note: If the client cannot provide information in the DSI standard format, the assigned Project Manager will determine if a formal Change Request or additional contracted SOW is needed to provide assistance in developing or converting the information into the desired format

Module Case / Department Types

SmartGov implementation activities include the set up of case templates in one or more of these modules: Permitting, Licensing, Code Enforcement and Recurring Inspections. These case templates must be used to create records in SmartGov in each module. Your DSI Consultant will provide specific information about the minimum required elements to be configured for the case templates in each module; these required case template elements do vary by module.

Deliverables

Dude Solutions will provide the following task deliverables:

- Case template baseline elements, per the Configuration Plan, to include as needed:
  - Case record reference information
  - Template specific expiration, renewal or interval rules
  - Template specific default submittal list
  - Template specific details (custom attributes) that are required for any of the following: application intake, workflow step completion, inspection completion, fee calculation, or mandatory regulatory reporting
  - Template specific default workflow steps for Admin, Review, and Final work lists
  - Template specific default inspection list
  - Template specific list screens such as Bonds, Fixtures, Valuations, Violations, Citations, Lien, or Items
- Once baseline case template configuration is completed, any expanded configuration beyond baseline must be discussed during Configuration Meetings with the Consultant and approved by the assigned PM. Expanded configuration elements, if approved, may include
  - Non-essential custom attributes
  - Work step dependencies and due dates
  - Step actions and Inspection actions
  - Default Parent-Child case linkages
  - Workflow cycling feature
  - Template specific tab appearance
  - Standard note types and note codes
  - Standard condition types and conditions
  - Standard code references
  - Template specific report links

The client will provide the following resources or task deliverables:

- Specific lists of all types of applications, forms, or other documents that describe all services to be supported by SmartGov at the time of project "Go Live"
  - This list should be inclusive of all in-scope departments
  - This list should conform to requested formatting and scope instructions, as communicated by DSI

- A PDF or Word version of all customer-facing documents (forms, letters, cards, etc.) expected to be generated by SmartGov
- A publicly accessible URL, or electronic copies of reference information, that provide all pertinent state, county or local regulatory information that are known to impact business operations to be supported by SmartGov
- A fully approved version of the template validation workbook
- Approval via email or other written correspondence of any other identified forms, as requested by the Consultant

Assumptions and Constraints

- The scoped number of department templates for this SOW are 57 types. If the number of department types identified during the configuration work effort exceed the number of types scoped for this SOW, the additional types may be introduced into the scope of the project via the DSI CCA process once signed and approved by the DSI Project Manager and the client Project Manager.
- Case template configuration will be completed within existing product design in each module.
- DSI will configure each application or request type in the SmartGov module that best supports the associated workflow. The primary goal of configuration of case templates is to optimize SmartGov capability
    - Note: This assumption means that recommended case template configuration may or may not align with current internal customer naming convention or legacy system design
- The total number of case templates to be configured across all modules will be stated in the Configuration Plan. This total may vary from the initial sales order, where applicable, if approved by the DSI Project Manager
- A complete list of case templates to be configured across all modules will be approved by the client key sponsor, or their delegate, no later than the third Configuration Meeting
- Baseline configuration for case templates identified in the Configuration Plan will be completed before any expanded template configuration work will be done
- Baseline configuration for case templates listed in the Configuration Plan will support the end-to-end work steps that correspond to each default SmartGov Process State in the applicable module.
- If case templates or department types are identified during the configuration work effort, that are not documented in the original Configuration Plan or exceed the number of types scoped for this SOW, the additional templates or types may be introduced into the scope of the project via the DSI CCA process once signed and approved by the DSI Project Manager and the client Project Manager.
- Super Admin training will include how to maintain or update case templates

Financial Setup and Fees Pages

Configuration of GL Accounts and Fee Codes as needed to support financial transactions for any business activity to be supported by SmartGov.

Deliverables

Dude Solutions will provide the following task deliverables:

- A weekly Fee List Report that reflects all configured active fees and their associated GL Accounts
- Configuration of permitting module fee codes necessary to support all configured case templates
- Configuration of Licensing module fee codes necessary to support all configured case templates

- Configuration of Code Enforcement module fee codes necessary to support all configured case templates
- Configuration of Recurring Inspection module fee codes necessary to support all configured case templates
- Configuration of other fee codes required to support routine transaction activity including NSF ("Non-Sufficient Funds") fees, administrative fees, fines, regulated surcharges, convenience fees, and the like
- Configuration of fast track fees, deferred fees, and tax exempt fees within current product design.
- Configuration of the timing during the workflow process that each fee will be assessed and may have payment applied against the fee within current product design
- Configuration elements as needed to support online [SmartGov portal] payments
- Setup and definition of Fees Pages

The client will provide the following resources or task deliverables:

- A copy of all current fee schedules for all in-scope departments and business functions
- A current list of GL Accounts
- The last two monthly or quarterly relative financial reports
- A copy of any other operating document that contains pertinent information regarding any assessed charges, surcharges, potential fines, etc
- Contact information for one or more subject matter experts in the appropriate finance departments. This is to facilitate efficient information gathering from both operating and finance departments / divisions

Assumptions and Constraints

- All fee codes will be configured within existing product design
- A GL Account list approved / authorized by the client's finance department is provided to the DSI Consultant. This GL Account list will be limited to accounts associated to fee codes to be configured in SmartGov
- GL Accounts and Fee Codes will be configured with product design parameters
- All configured fee codes will be derived from documented fee schedules or comparable client documentation provided to the DSI Consultant. Updated fee schedules or related documents that are provided after the initial versions may be incorporated into the final configuration if there is no adverse impact on the project schedule
- Fee codes will be configured to optimize SmartGov capability, and therefore may not be identical to legacy system fees
- Determination of the specific fee codes to be defaulted within each module case template will be determined by the designated client project team member
- Validation of case templates will include validation of fee code functionality
- User security rights will address fee code management within current product capability
- Super Admin training will include instructions for maintenance of GL Accounts and configured fee codes

Portal Configuration Setup

Configuration of required elements to enable in-scope functionality associated with the SmartGov online portal, as stated in the Configuration Plan.

Deliverables

Dude Solutions will provide the following task deliverables:

- A Portal Validation site to demonstrate and test Portal configuration
- Information regarding Portal set up options
- A Portal set up workbook template

The client will provide the following resources or task deliverables:

- A fully completed and approved Portal Set up workbook
- Any written content to be visible in portal that is not configurable
- Resources to test Portal configuration

Assumptions and Constraints

- The client will be responsible for taking steps to integrate the SmartGov portal into existing online sites
- Online payments will not be enabled without also purchasing the Merchant Services connector
- The client will be able to determine the level of online integration with their business processes, within existing product design
- Portal configuration will occur along with configuration of module case templates.
- Validation tasks will include distinct tasks to approve Portal set up
- Portal user security will be defined using existing product functionality
- Super Admin training will include information about options for the client to maintain / update portal configuration

Parcel Connector Setup

The parcel connector is an optional feature that is used to keep the parcel repository in SmartGov up to date. Parcel data that is typically maintained in a county assessor's system is used as the primary reference for modules in the SmartGov application. Parcel profile information, such as Parcel Number, Site Addresses, Current Owner, Legal Description, Section, Township, Range, Quarter, Subdivision, Block, Lot, and Neighborhood, is accommodated in standard data fields. Additional attribute data may also be stored in our custom detail area. Additionally, if the associated latitude and longitude data is available, those coordinates can be added to the parcel record to allow users to geographically locate information on the map.

Deliverables

Dude Solutions will provide the following task deliverables:

- A tested, working parcel connector along with a list of unresolvable errors to be addressed

Assumptions and Constraints

- Parcel Connector required fields supplied

Map (GIS) Connector Setup

The Map (GIS) connector allows for the display and viewing of a geographical map based on parcel data provided in SmartGov. The Map (GIS) connector will display layers on the SmartGov map based on the clients current Geo-database.

Deliverables

- Map layers configured and available for display on the SmartGov map

- Parcel layer registered in SmartGov for use with SmartGov popup
- Ability to turn layers on and off
- Training to configure layers going forward

Assumptions and Constraints

- Client will provide URL to ArcGIS REST Service with layers for SmartGov to consume and display on the map
- Layers are required to be hosted on an ESRI server
- Layers must be available via HTTPS
- Server must have valid security certificate issued by a digital certificate authority (not self-signed)
- Layer formats supported:
    - Map Services
    - Feature Services
    - Tiled Services
    - Web Map Service (WMS)

Financial Connector Setup

The receipt extract for the Financial Connector is a job process that allows SmartGov to export data in electronic file format that can then be imported into an external financial management system ("FMS"). The purpose of receipt extract is to automate the export process and allows users to update their preferred FMS with the selected receipt data generated in SmartGov. The extract is provided in a comma delimited file format that is run as an on-demand job within the SmartGov application. The file format and export settings are fully customizable depending on the needs of the client FMS. These export setting will be defined early on during the planning phase, so all stakeholders have a clear understanding on the type of data that needs to be included in the extract file.

Deliverables

- Financial Reports with summary and detail information processed in the system:
- Receipt detail
- Reconciliation Reports
- Financial reports for daily extract validation

Assumptions and Constraints

- Client will provide Financial Management System ("FMS") data access for extracts
- Client to provide list of data elements for the connector integration
- FMS data will be extracted into a .txt file for SmartGov consumption
- Extract jobs can be scheduled or run manually

Merchant Service Connector Setup

SmartGov's public portal can be configured to interface with 3rd party payment gateways to accept credit card transactions. SmartGov does not store any credit card information or other sensitive information relating to credit card transactions processed via the portal. Most payment gateway providers will transition the user from

the SmartGov site to their own secure site in order to complete the transaction before redirecting the user back to SmartGov. This allows the payment gateway provider to maintain the secure information and pass only necessary information, such as a confirmation or transaction reports, to SmartGov.

The first step to implement the connector is for DSI to build the interface between SmartGov and the selected payment provider. If the provider is new, DSI will first need to build the technical backend process to enable electronic transactions to/from SmartGov. Once the initial backend setup is complete, SmartGov can be configured to process payments.

Each payment gateway provider has different sets of specifications that they require to be sent to their system to authenticate payment information. When DSI builds a connector to a payment gateway provider, a new option will become available in the Payment Vendor drop down menu on the Administration Portal Payment Configuration page. If a payment gateway provider does not have a connector to SmartGov, no option will be available in the drop down menu. The payment gateway provider should provide the necessary information to the Jurisdiction in order to complete the setup process. Administrators may be asked to provide additional URLs to SmartGov pages for navigation purposes.

Deliverables

- Configure the Merchant Service connector to process payments for client services and transactions processed in SmartGov
- Configure the 3rd party payment gateway to accept credit card transactions

Assumptions and Constraints

- SmartGov does not store any credit card information or other sensitive information relating to credit card transactions processed via the portal
- Merchant Services Gateway Payment Provider Partners include:
    - ACI Universal (Official Payments) – Integrated Level 1 Payment Process - Postback v2.4
    - Authorize.NET Service Integration method (SIM)
    - BridgePay
    - ETS Corporation – Hosted E-Com Payment Page Service v1.50<
    - First Data Global Gateway Connect v1.3
    - First Data Global Gateway E4
    - FISGlobal – PayDirect Web
    - GovPay
    - PACE Technology Engine
    - PayPal – Pay Flow Pro
    - Point & Pay – Parameter Passing v3.0
    - PayGov
    - Paymentus
    - Reliant Pay
    - TransFirst
    - US Bank – E-Payment Service v12.1 (Elavon)
    - Wells Fargo
    - XpressBillPay

Contractor Connector

The Contractor Connector automatically updates the SmartGov contractor repository with the contractor information including license expiration and qualifications.

Deliverables

DSI will provide the following task deliverables:

- Configure the Contractor connector based on the jurisdiction's specifications
- Establish a final approved connector

The client will provide the following resources or task deliverables:

- The jurisdiction must identify the subset of data to be imported and what frequency to execute the update
- Testing and validating the connector

Assumptions and Constraints

- It is the responsibility of the jurisdictions to provide access to the necessary source data
- The entity managing the source database must be able to provide the contractor information in a CSV file format

Data Migration

Data Migration can be a complex process and demands that solid requirements are well defined in order to prepare for the data migration process. Many clients start out with "we want everything" migrated to SmartGov. However, experience has shown that once the requirements of data to be utilized in SmartGov have been reviewed, this often reduces the need for all information in legacy systems. Dude Solutions will help the client determine the real needs for data to be migrated from the legacy system to SmartGov. Decisions will be made jointly via a thorough analysis of the legacy system data and how or if the legacy data should be targeted to be migrated to SmartGov.

The consulting team will ask a series of questions, such as:

- What is the reason you want to migrate your data?
- What are your public data request requirements?
- What is the required retention period?
- What elements are required to meet the need? Once determined, this can expand or lessen the scope to include or eliminate other data points that need to be tracked moving forward
- Are legacy systems still available to extract data from?
- Do you need to report on this data?
- Do you need to be able to search for this data? What is the Search criteria? These questions will help us determine where to store data within SmartGov

The data migration process will include the following steps:

1. Define requirements
2. Map data elements
3. Extract data
4. Transform data
5. Load data
6. Perform data validation with client
7. Resolve data issues
8. Validate resolution
9. Obtain fresh copy of data
10. Add migrated data to configuration
11. Validate data and system configuration
12. Perform end to end testing
13. Perform final data migration
14. Move to Production/Training environments
15. Migration sign-off

Deliverables

- Dataset assessment and set priorities with client
- Evaluate data quality
- Work with client to cleanse data prior to extract
- Map data elements
- Determine migration pre-requisites and sequencing
- Define migration approach based on requirements definition
- Create and execute validation checklists

Assumptions and Constraints

- Client will provide information related to:
    - Data Source
    - Database/Source Type (SQL Server, Access, Oracle, etc...)
    - Type of Data (tabular, documents, permits, financial, etc...)
    - Active data usage

- Point of Contact who know the data structure and content usage
- Provide data validation and testing resources

Standard Reports (70 Reports Included)

DSI will provide the client reports (reports and output documents) that includes 70 standard reports. Normal modifications to these reports to entail updating client specific information and logos not related to data output.

- Custom Reports: SmartGov comes with 70 standard reports and output documents. Using tools in SmartGov, client staff can add the client's logo and modify header and footer information.

Deliverables

- 70 standard reports
- Edits will be made to add client specific logo and information i.e. company name, address, phone

Assumption and Constraints

- Modification to standard reports will be related to Client branding and logos

Custom Reports

SmartGov baseline implementation includes a defined set of standard reports that may be branded to be client-specific. This task can be included in the project when it is identified during the sales process that the standard set of reports is likely to be insufficient to meet the client's minimum business needs. DSI will work with the client to design and create a set of custom reports as defined in the requirements sessions. DSI will build custom reports to supplement standard reports. Custom reports are built to the client's specifications.

Deliverables

1. Task – Branding out of the box Reports using the customer's logo and jurisdiction information:

2. Task – Create new reports based on Client requirements as scoped in the statement of work

3. Task – Add/Modify Existing Adhoc Reports

- Move fields around, add additional fields, remove unnecessary fields, and add header or footer information
- Reports named on the SOW (Permit, Certificate of Occupancy, etc.)

Assumptions and Constraints

- Digital forms of all logos and the jurisdiction information are provided by client
- For each report that needs to be modified, client will provide an image of the report and the changes that need to be made with references to the field that needs to be added or removed
- For each report that needs to be added, client provides an image of how they want the report laid out with field references from Dude Community Development
- Not all reports can be modified in Dude Community Development Adhoc Tool. This is set to be fulfilled in future application development
- Supporting these custom reports will add additional time requirements to supporting the customer

Post Go-Live Support

DSI will provide the client with "Post Go-Live Support" which includes additional training, configuration support, reporting assistance, transaction based support, and work with the client on basic production related issues or questions for utilizing the system.

Deliverables

Provide production related post go-live support for 30 days after go-live date.

Assumptions and Constraints

- System configuration and all implementation tasks have been completed and client is using the SmartGov system in production

User Acceptance Testing "UAT"

DSI will work with the client to conduct User Acceptance Testing ("UAT") upon the completion of configuration and development tasks to confirm SmartGov functionality using the client's UAT Test scripts, developed by the client. The client will execute their test scripts and communicate the results of the test scenario as either pass or fail. DSI will review the UAT test log for issues and will assign these issues to the appropriate resource for resolution. DSI will have up to ten (10) days to correct any functional item that fails a test, or provide a mutually acceptable written explanation of when the failed item will be corrected. In the event a bug is identified, the bug issue will be assigned to the DSI Engineering Team for assessment. DSI Engineering will then provide an estimated time frame for resolution. The client has the right to conduct additional UAT Testing for items within project scope.

Deliverables

DSI will provide the following task deliverables

- SmartGov Validation environment ready for system User Acceptance Testing
- Review any discrepancies found by the client during UAT Testing
- Correct any functional item that fails a test within 10 days, or provide a mutually acceptable written explanation of when DSI will correct the failed item
- Identified software bugs will be addressed by DSI Engineering for assessment. DSI Engineering will then provide an estimated time frame for resolution
- Provide tools for documenting UAT test scripts in the UAT testing Plan and issue tracking log as needed, client may use their own UAT Testing Plan document if available

The client will provide the following resources or task deliverables

- Create a User Acceptance Test Plan with scenario based test scripts to include end-to-end system and client business process functionality, system workflow, system configuration, data migration, interfaces, reports, etc
- Execute UAT Testing Plan
- Track and document test results

- Written acceptance of System User Acceptance Testing complete via the DSI Deliverable Acceptance Form

Assumptions and Constraints

- The client will develop a UAT Test Plan
- The client will provide resources for User Acceptance Testing throughout the process
- The client will track and document test results in a mutually agreed format
- DSI will provide resources to address discrepancies

Upon successful completion of UAT Testing, Client will sign a DSI Deliverable Acceptance form, provided by the DSI Project Manager, to document their acceptance of UAT Testing and acknowledgement that UAT Testing has been completed successfully

Project Management / Engagement Management

The Project Manager's primary goal is to deliver the project within defined constraints through planning, scheduling, and controlling those activities required to achieve the project's objectives and meet customer expectations. The Project Manager strives to deliver on schedule, within budget, within scope, and at the desired performance level.

DSI assigns a professional Project Manager and/or a professional Engagement Manager for every consulting engagement. DSI's Project Management Office ("PMO") and Project Management Methodology provides Project Managers with a formal framework that is used in initiating, planning, managing (executing, monitoring, and controlling), and closing DSI's customer projects. DSI's Project Manager will have the primary responsibility for coordinating all activities for this SOW including scheduling resources, confirming project activities and that all project deliverable and defined activities are executed within the scope of this SOW. DSI's Project Manager will serve as the single point of contact for the project related to this SOW.

DSI's Project Management Methodology provides a defined set of phases and deliverables per Project Management Institute Best Practices which include a series of planning phase activities, including initial alignment meetings to prepare for the kickoff meeting to enable all project participants to understand the project scope, project plan, and objectives. The project kickoff meeting will allow all participants to be introduced, review and understand the delivery methodology, define team roles and responsibilities, review the communications and risk management plans, review documentation templates, review the SOW and project schedule. The Executing phase allows DSI Project Managers to direct and manage project progress through task execution, distribute project related information per the Communications plan, Quality Assurance per the SOW guidelines, project team development and coaching, and checkpoint meetings to review project progress during each work week, and weekly status meetings. The Monitoring and Controlling phase provides the DSI PM with the toolset to manage the triple constraint triangle of scope, cost, and schedule through integrated change control, quality assurance, deliverable validation, risk monitoring and control, performance monitoring to plan and schedule, and initiating corrective action measures. In the Closing phase, the Project Manager will verify product and deliverable acceptance, perform final financial audits, lessons learned, project archive delivery and updates, and formal project completion acceptance from the customer.

Project Management activities include:

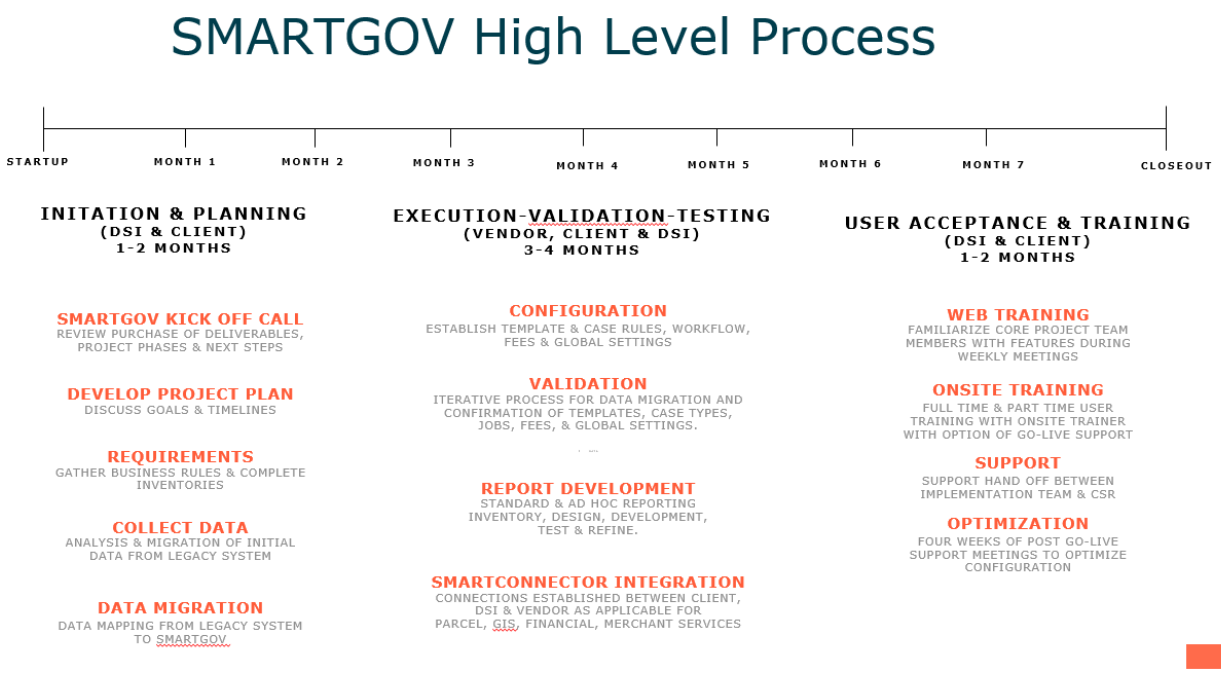
- Project planning and kickoff meetings

- Project schedule developed per SOW tasks, deliverables, and resource assignments
- Status reporting and status meeting
- Continuously communicating, planning, and scheduling updates
- Schedule and budget monitoring, and scope management
- Risk Management planning to continuously identify, analyze, and mitigate risks
- Action Item and decision tracking, as well as resolving and escalating issues
- Quality Control
- Change control management
- DSI project resource management
- Work product completion and deliverable acceptance management
- Project Completion Acceptance execution

Project Timeline

DSI anticipates commencing this project on a mutually agreeable start date upon receipt of an executed SOW acceptance page ("Acceptance") found at the conclusion of this document. Within two weeks of the Orientation Call, the DSI Project Manager will schedule a mutually agreeable date and time for the project kick-off meeting. As a deliverable of the kick-off meeting, the DSI Project Manager will develop a project schedule to be shared with the clients' project manager for review and agreement. As a deliverable of the kick-off meeting, the DSI Project Manager will develop a project schedule to be shared with the clients' project manager for review and agreement.

The following generic process will be followed for the implementation of this project. Below is a depiction of the generic process the DSI Project Manager/Engagement Manager will follow for the implementation, DSI reserves the right to modify this process to reflect the scope of this project.



Professional Services Invoicing / Billing

Invoicing Terms

DSI will generate project invoices when the above product codes are completed for the value of the product code as shown in the Investment table.

Travel Expenses

Travel expenses are inclusive in Dude Solutions pricing for your project.

DSI understands there are extenuating circumstances that require a change in scheduling. DSI will make every attempt to accommodate cancellation/rescheduling requests on an as-needed basis. Rescheduling requests will be subject to resource availability and every attempt will be made to meet requested timeframes and timelines, however, no guarantee can be made for requested dates or times. Client accepts that DSI will reschedule based upon our resources' next availability that meets the project duration requirement to complete the scope of work.

Cancellation Policy

Cancellation and Rescheduling requests will be managed per the below policy:

Cancellation/Rescheduling Fees: In the event that the Client requests to reschedule their onsite work date(s), Client must reschedule 14 days in advance of the scheduled onsite work. Any requests for rescheduling onsite work within the 14-day window prior to the scheduled onsite date, will require the Client to reimburse DSI the full cost of any **Cancellation Fees** and **Re-booking Fees** incurred.

Definitions:

- **Cancellation Fees:** Any actual fees incurred by DSI from its travel providers which are the result of the Client canceling work for scheduled date(s) which are not immediately rescheduled, including, but not limited to fees charged for airfare, train, rental car, and hotel.
- **Re-booking Fees:** Any change fees associated with changing travel arrangements to accommodate a rescheduled date requested by Client including, but not limited to, any difference in reasonable travel costs (airfare increase, hotel increase, rental car increase) incurred when re-booking for requested dates.
- **Force Majeure:** Client will not be held liable for Cancellation or Re-booking Fees incurred by DSI as a result of an act of God, such as an earthquake, hurricane, tornado, flooding, winter super storm, winter weather that shuts down a facility, or other natural disaster, or in the case of war, action of foreign enemies, terrorist activities, labor dispute or strike, government sanction, blockage, embargo, or failure of electrical service within a facility's power grid.

DSI Project Team Roles and Responsibilities

The roles listed below comprise the DSI team supporting this project. The team brings a wealth of experience and knowledge that will provide you with the highest caliber of expertise, thought leadership, and project management. *Due to the size and scope of the project, one person may play multiple roles, to be determined by* DSI *as appropriate.*

- **Senior Implementation Consultant:** The Senior Technical Consultant ("STC") will develop and deploy the solution and ensure that it meets the business requirements for the project. The STC's goal is to deliver a responsive system that complies with the functional specification. The STC defines, designs, and implements the features or products that meet the client's functional expectations.
- **Implementation Consultant:** The Implementation Consultants ("IS") primary role is to provide project implementation support by setting up a client's account, performing system configuration as defined in the scope of the project, creating/modifying templates as defined in the scope of the project, and creating or modifying standard or custom reports as defined in the scope of the project or requirements discovered during requirements gathering sessions.
- **Project Manager / Engagement Manager:** The Project Manager's ("Project Manager" or "PM") / Engagement Manager's ("Engagement Manager" or "EM") primary role is to deliver the project within the project's defined constraints through planning, scheduling, monitoring progress, controlling scope, and managing client expectations. The PM/EM manages the process to release the correct product on schedule and within budget.

Project Assumptions and Constraints

DSI has made the following general assumptions in this SOW to derive the estimated cost for this project. It is the responsibility of Benton County to validate these assumptions and responsibilities before signing the Acceptance. Deviations from these assumptions may impact DSI's ability to successfully complete the project and will be addressed via a CCA process, as appropriate. Any changes in scope, schedule, or costs will be documented via the CCA process, whether there is a cost impact or not. Zero dollar CCA's will be used as mutual agreement documentation for scope and schedule changes.

Project Assumptions

- Client business stakeholders must be available for onsite visits and working phone conversations.
- DSI resources will be onsite as planned and scheduled.
- Prerequisite data gathering, related to an orientation call or requirements gathering session onsite, must be completed prior to scheduled onsite or orientation call date in order to maximize onsite consulting time and resource productivity.
- DSI is not responsible for delays caused by missing data or other configuration information that is required to be available prior to the onsite visit. Having the requested data and configuration information available prior to the onsite visit may minimize delays so progress can be made quickly.

- Regarding requested enhancements or new feature development, the request will be fully documented and delivered to the DSI software engineering team for review for product inclusion, definition, development, prioritization, and sprint release development and confirmation.

General, Administrative, and Cost

- DSI must be in receipt of this SOW, signed by an authorized Client representative, prior to initiation of services including orientation calls or onsite visits.
- As applicable, designated deliverables must be approved in writing using the *DSI Deliverable Acceptance form*.
- Upon satisfactory completion of project, Client must provide project sign-off using the *DSI Project Completion Acceptance form*.
- DSI is not responsible for delays caused by Client, its contractors, or any third party vendors or third party service providers.
- All project documentation will be prepared in DSI standard format in Microsoft Word, Excel, PowerPoint, Project, Visio, and/or PDF.
- This document could include technical inaccuracies and/or typographical errors.
- **Any request** by Benton County to modify the scope of work, schedule, or costs will require preparation of a CCA form detailing the work to be performed, as well as the associated costs. Additional work will be performed only after both parties have duly executed the CCA. Scope of work changes will impact the project schedule which will be updated to reflect such changes upon CCA approval.
- All on-site work will be conducted at Client's physical location. As required, appropriate Client personnel will be made available either at that location or via alternate means (e.g., conference call) for in-person meetings, tours, and ad-hoc meetings with appropriate personnel for additional fact finding, data gathering, and reiteration demos.

Client's Support

- Client will provide the needed input, resources, and documentation to support the tasks contained herein.
- Client will assign a project manager/leader to coordinate activities, reviews, and the collection of information in support of this project and to act as a point of contact.
- Client team members will be identified and be part of the decision-making process as it relates to changes in process, applications, technology, etc.
- Client will provide assistance in the development of functional requirements and will confirm those requirements meet the project's overall business objective.
- Client business and technical staff must be available for team workshops, requirements gathering, data gathering, and/or consulting sessions.

- Client will be responsible for scheduling and coordinating all meetings and interviews involving other teams, departments, jurisdictions, management teams, or other necessary resources required for the success of this project.
- Client will provide access to resources in a manner consistent with the proposed schedule and provide suitable designees in the absence of required resources.
- Client will provide adequate working facilities (i.e., desk, computer, telephone, contractor identification, access badge, parking pass, etc.) for DSI to perform any portion of this project that must be conducted at Client's facility and access to all applicable software, databases, tools, and systems at their facilities.
- Client will ensure that the consultant(s) are granted access to the facilities and/or systems required to conduct the necessary work defined in this SOW.
- Client will provide a knowledgeable Escort for data gathering, requirements gathering, tours, and access to restricted personnel as necessary.
- A minimum of 24-hour notice if all minimum required members for any scheduled meeting cannot attend the meeting. This will allow the meeting coordinator sufficient time to cancel or re-schedule the meeting.
- Advance notice if there is to be any additional incurred travel expenses above and beyond the contract. DSI will confirm approval of all travel dates and expenses in email from the appropriate project sponsors prior to being on site.

Client Engagement Responsibilities

The below table demonstrates the anticipated client engagement responsibilities and level of effort involvement to ensure the success of the project.

Role	Time (% FTE)	Responsibilities

Implementation Project Lead	30-40%	• Serve as primary Person of Contact • Work with Dude PM to plan and schedule client resources • Manage the scope of the paid services in SOW • Coordinate Client staff assignments • Manage Client activities to meet schedule commitments • Mitigate all implementation risks • Define requirement/layouts of reports purchased • Identify requirements for any connectors purchased • Sign-off on completion of all implementation services delivered
Subject Matter Experts (Multiple)	40-60%	• Attend Implementation/configuration meetings • Define and provide input into configuration • Attend User Acceptance and validation Training • Validate data and configuration • Develop UAT Test Scripts
IT Lead	5-10%	• Manage infrastructure changes to support SmartGov • Provide the data to be migrated from systems • Mitigate any technical issues • Coordinate technical assignments required to implement • SMARTConnectors, including GIS and parcel data
Data Validator / UAT Testing	20-30%	• Validate all data migrated • Comprehend the data in the prior system and how it translates to Community Development • Verify the data that was validated • Participate in UAT Testing, execute test scripts and provide feedback

System Administrator	10-15%	• Manage SmartGov Configuration • Create user accounts • Handle user access/privileges • Reset passwords • Supervise organization information changes • Regulate system values • Customize attributes • Generate ad hoc reports • Support internal usage of SmartGov
Training Coordinator	10%	• Manage data within SmartGov, specifically: • Accreditations • Task lists • Training Tracks • Assessments • Training Items • Training Location (conference room, off-site, etc.)
User	Case-by-Case	• Participate in SmartGov training • Participate in UAT Testing, execute Test Scripts

Change Control Authorization Process

In order to maintain a positive relationship with our clients and to complete all services and deliverables of a project on a timely basis, all facets of the project must be agreed upon, and any changes to the project must be requested and evaluated for impacts. Change control is an essential mechanism to monitor and document all project changes and deviations from the original scope and objectives of the project. All project changes must be requested via the project CCA process. The basic steps for a change are:

- The client team or DSI team discovers a need to change the project.
- The authorized client project manager or DSI Project Manager is notified and a CCA is initiated.
- The written project change request is reviewed by all necessary parties and either accepted or rejected.
- If rejected, the change request is maintained in the project file for reference purposes.
- If the written change request is accepted, then:
    - All necessary signatures are recorded on the change request
    - All affected documentation is revised to reflect the change(s)

- Any adjustments to schedule, scope, and/or cost are made to the overall project plan
- Signatures are required for all change requests

- Copies of the official approved and signed CCA are forwarded to the customer project manager and DSI Project Manager for the documentation archive. DSI will forward a copy to the Project Accounting Team in the office to update the project information and budget (if necessary).

Change Control Authorizations Process Steps

Step	Type	Description
1	Request	A request is made for a change to the agreed upon scope baseline. The request may be internally or externally generated, must be formally written and communicated to the project manager, and may have been prompted by any number of reasons or events.
2	Evaluate	The project manager facilitates an evaluation to confirm that the requested change is in fact a change to the agreed upon scope baseline. If so, the project manager implements the request as described below.
3	Assess	If the request is in fact a change to the scope baseline, the project manager assesses the impact on project schedule, budget and work products, using a similar approach as the original project planning process, utilizing team member expertise as needed.
4	Document	The project manager documents the project impact and other critical information in a CCA form. A summary of the change is recorded in a change order log. This log is required, and is a very useful tracking tool, and is included in the project status report.
5	Decide	The change order is presented to the project's governing authority, typically a steering committee, stakeholder's, or equivalent. In some cases, the project may have a separate change management board to process change requests. The governing authority decides whether or not to implement the change, and obtains approval for any needed additional resources (if it does not itself have the authority to authorize resource changes).
6	Incorporate	The project manager incorporates changes into the project's scope baseline in the form of such artifacts as contracts, statements of work, project plans, requirements and design documents per the approved CCA document.
7	Implement	The project team implements the changes.

Proposal terms

- Proposal has been prepared for Benton County ("Subscriber")
- Proposal expires in sixty (60) days
- Initial Term: 12 months

Order Form terms

- This Order Form and its Services are governed by the terms of the Dude Solutions, Inc. Subscription Agreement found at https://www.dudesolutions.com/terms (https://www.dudesolutions.com/terms) ("Terms"), unless Subscriber has a separate written agreement executed by Dude Solutions, Inc. ("DSI") for the Services, in which case the separate written agreement will govern. Acceptance is expressly limited to these Terms. Any additional or different terms proposed by Subscriber (including, without limitation, any terms contained in any Subscriber purchase order) are objected to and rejected and will be deemed a material alteration hereof.
- Acceptance of this Order Form on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the Terms set forth herein, you must not accept this Order From and may not use the Service.
- The Effective Date of the Agreement between Subscriber and DSI is the date Subscriber accepts this Order Form.

Additional information

- DSI fees do not include any taxes, levies, duties, or similar government assessments for which Subscriber may be responsible. Tax exemption certifications can be sent to accountsreceiveable@dudesolutions.com (mailto:accountsreceiveable@dudesolutions.com).
- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-190198 on any applicable purchase order; address purchase order to: Dude Solutions, 11000 Regency Parkway, Suite 110, Cary, NC 27518
- Dude Solutions, Inc. maintains the necessary liability coverage for its products and professional services. Proof of insurance can be provided upon request.

Signature

Presented to:

Q-190198
July 07, 2020, 4:52:24 PM

Accepted by:

Printed Name

Signed Name

Title

Date

Robert Heard

From: Eric Andrews
Sent: Tuesday, July 28, 2020 2:39 PM
To: Robert Heard
Subject: RE: Smart Gov Quote for PL PW & Bu.pdf

This contract 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

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: Robert Heard <Robert.Heard@co.benton.wa.us>
Sent: Monday, July 27, 2020 11:48 AM
To: Eric Andrews <Eric.Andrews@co.benton.wa.us>
Subject: Smart Gov Quote for PL PW & Bu.pdf

Eric,
Attached is another quote for services that I would like you to go over. This will be another emergency purchase to support public electronic permitting and other Building/Planning/Public Works functions. I look forward to your response/advise.

Thanks,

Robert

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 11, 2020
Subject:	Approving the purchase of two Cisco Room Kit Minis and one Cisco DX80 for the Benton Franklin Juvenile Justice Department from CompuNet, Inc.
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	Linda Ivey

PA Review, Approval to Form: ☐ Yes ☐ No ☒ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

Due to Governor's "Stay Home, Stay Healthy" order as a response to COVID-19 pandemic, Information Technology has been working with Benton Franklin Juvenile Justice Administration to create virtual/remote video hearing rooms at the Juvenile Justice Courtrooms and Detention Facility. After reviewing several remote video conferencing solutions, our team selected Cisco WebEx video conferencing platform which provides enhanced controls such as breakout rooms, centralized administration, phone conferencing, and is platform agnostic (works with Apple, Windows, Droid, and Chrome devices). Information Technology is requesting to purchase two Cisco Room Kit Minis and one Cisco DX80 to be used in Juvenile Justice's courtroom and detention area. Resolution 2019-753 requires that all non-budgeted devices purchased over $500 be coded to the department's 3508 expenditure code and be approved by the Board of Benton County Commissioners.

All funds used to purchase these devices will be taken out of Benton Franklin Juvenile Justice 3508 budgeted line item. Cisco Webex video endpoints will be purchased from CompNet, Inc. CompuNet is a State approved vendor, WA, NASPO AR233(14-19) 01114.

Fiscal Impact

Amount: **$15,000 excluding WSST.**

Fund: **Benton Franklin Juvenile Justice approved 2019-2020 budget. Purchase may be CARES funding eligible.**

Recommendation

Information Technology recommends that the Board approves the purchase of two Cisco Room Kit Minis and one Cisco DX80 in an amount not to exceed $15,000 excluding WSST from Dell Inc. All equipment purchased will be added to Central Services Replacement Fund (0132-101).

Suggested Motion

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE OF TWO CISCO ROOM KIT MINIS AND ONE CISCO DX80 FOR THE BENTON FRANKLIN JUVENILE JUSTICE DEPARTMENT FROM COMPUNET, INC.

WHEREAS, due to Governor Inslee's "Stay Home, Stay Healthy" order as a response to COVID-19 pandemic, Information Technology has been working with Benton Franklin Juvenile Justice Administration to create virtual/remote hearing rooms at Juvenile Justice courtrooms and Juvenile's Detention Facility; and

WHEREAS, after reviewing several video conferencing solutions, Information Technology selected Cisco WebEx video conferencing platform to help the Juvenile Justice staff conduct virtual hearings; and

WHEREAS, CompuNet, Inc. is a State approved vendor, WA NASPO AR233(14-19) 01114; and

WHEREAS, Section 2.6 of the Computer Replacement Policy requires all new computer equipment over $500 receive approval by the Board of Benton County Commissioners before purchasing; NOW THEREFORE,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with Information Technology's recommendation and approves the purchase of two Cisco Room Kit Minis and one Cisco DX80 for Benton Franklin Juvenile Justice Department from CompuNet, Inc. in an amount not to exceed $15,000 including Washington State Sales Tax to be paid for using Information Technology approved 2019-2020 department funds; and

BE IT FURTHER RESOLVED, purchased items from CompuNet, Inc. will be enrolled into Central Services Replacement Fund (0132-101).

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

Orig: Information Technology
cc: Auditor, Benton Franklin Juvenile Justice Department

Prepared by: R. Heard

CompuNet, Inc.

Cisco Room Kits - 3 Year

Contract Information:
WA, NASPO, AR233(14-19) 01114

Remit to:
CompuNet, Inc.
PO Box 35143
Seattle WA 98124-5143

Bill To:

Benton County

620 Market Street
Prosser, WA 99350

Ship To:

Benton County

620 Market Street
Prosser, WA 99350

Quote Information:

Quote #: MF145462

Version: 1
Delivery Date: 06/08/2020
Expiration Date: 07/08/2020

Prepared by:

Mark Friedman
509-795-8276
mfriedman@compunet.biz

Prepared for:

Robert Heard
(509) 737-3529
Robert.Heard@co.benton.wa.us

Cisco Room Kit Mini

Description		List Price	Price	Qty	Ext. Price
CS-KIT-MINI-K9	Room Kit Mini with microphone array, speakers and Touch 10	$6,357.00	$3,687.06	2	$7,374.12
CON-SSSNT-CSKITMIN	36 Months SOLN SUPP 8X5XNBD Room Kit Mini with microphone array, spe	$1,187.37	$914.27	2	$1,828.54
PWR-CORD-USA-B	Power Cord for United States of America 2m 10A	$0.00	$0.00	2	$0.00
CS-KIT-MINI-SMK	Screen Mount Kit for the Room Kit Mini	$179.00	$103.82	2	$207.64
CAB-2HDMI-1.5M-GR-	1.5m GREY HDMI 2.0	$0.00	$0.00	2	$0.00
CS-KIT-MINI-WMK-	Wall Mount for Cisco Room Kit Mini (Default with Mini)	$0.00	$0.00	2	$0.00
CAB-ETH-5M-GR-	CAB (16,4 feet / 5m) GREY ETHERNET	$0.00	$0.00	2	$0.00
PSU-12VDC-70W-GR-	Powersupply - AC/DC, 12V, 6.25A, grey	$0.00	$0.00	2	$0.00
CAB-DV10-8M+	Network cable (ethernet) 8 meter	$0.00	$0.00	2	$0.00
CS-TOUCH10+	Cisco Touch10 controller for collaboration endpoints	$0.00	$0.00	2	$0.00
CS-KITMIN-CAM-COV-	Camera cover for Room Kit Mini	$0.00	$0.00	2	$0.00
				Subtotal:	$9,410.30

Cisco DX80

Description		List Price	Price	Qty	Ext. Price
CP-DX80-K9=	Cisco Webex DX80	$4,816.00	$2,793.28	1	$2,793.28
CON-SNT-CPDX80KG	36 Months SNTC-8X5XNBD Cisco DX80	$1,293.57	$996.05	1	$996.05
CP-PWR-CORD-NA	Power Cord, North America	$0.00	$0.00	1	$0.00
				Subtotal:	$3,789.33

Shipping

Description		List Price	Price	Qty	Ext. Price
Shipping	Ground Shipping To Be Determined, Billed As Actual	$0.00	$0.00	1	$0.00

CompuNet, Inc.

Cisco Room Kits - 3 Year

Contract Information:
WA, NASPO, AR233(14-19) 01114

Remit to:
CompuNet, Inc.
PO Box 35143
Seattle WA 98124-5143

Quote Summary

Description	Amount
Cisco Room Kit Mini	$9,410.30
Cisco DX80	$3,789.33
Subtotal:	$13,199.63
Estimated Tax:	$1,135.16
Total:	$14,334.79

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. Your electronic signature, per the Electronic Signature Act, is considered equivalent to your signed and faxed signature, and allows you to accept and place your order. A copy of this acceptance and the attached proposal document will be sent to your email address to complete your order acceptance. You are NOT required to electronically sign your order, you may fax or email your signed proposal to your Account Manager.

Benton County

Signature: _____

Printed Name: _____

Date: _____

PO Number: _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 11, 2020
Subject:	Approving the purchase of two Dell Mobile Precision 3551 or Comparable Model Laptops for the Human Services Department from Dell, Inc
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	Linda Ivey

PA Review, Approval to Form: ☐ Yes ☐ No ☒ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

Due to the County's response to COVID-19 pandemic and keeping a social and physical distance of six feet, Information Technology has been working with Human Services to purchase new Dell laptops for employees to use remotely. These Dell laptops would be used to provide secure remote access to county network resources for both administrative and public services. Resolution 2019-753 requires that all non-budgeted devices purchased over $500 be coded to the department's 3508 expenditure code and be approved by the Board of Benton County Commissioners.

Dell is an authorized Washington State vendor under NASPO ValuePoint's Computer Equipment Contract, Dell Marketing, L.P. Contract #05815-003.

Fiscal Impact

Amount: **$5,000 excluding WSST.**

Fund: **Human Services approved 2019-2020 budget. Purchase may be CARES funding eligible.**

Recommendation

Information Technology recommends that the Board approves the purchase of two Dell Mobile Precision 3551 or comparable model laptops in an amount not to exceed $5,000 excluding WSST from Dell Inc. All equipment purchased will be added to Central Services Replacement Fund (0132-101).

Suggested Motion

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE OF TWO DELL MOBILE PRECISION 3551 OR COMPARABLE MODEL LAPTOPS FOR THE HUMAN SERVICES DEPARTMENT FROM DELL INC.

WHEREAS, due the County's response to COVID-19 pandemic and keeping a social and physical distance of six feet, Information Technology has been working with the Treasurer's Department to purchase new Dell laptops for employees to use remotely; and

WHEREAS, these Dell laptops would provide secure remote access to county network resource for both administrative and public services; and

WHEREAS, Dell is an authorized Washington State vendor under NASPO ValuePoint's Computer Equipment Contract, Dell Marketing, L.P. Contract #05815-003; and

WHEREAS, Section 2.6 of the Computer Replacement Policy requires all new computer equipment over $500 receive approval by the Board of Benton County Commissioners before purchasing; NOW THEREFORE,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with Information Technology's recommendation and approves the purchase of two Dell Mobile Precision 3551 or comparable model laptops for Human Services in an amount not to exceed $5,000 excluding Washington State Sales Tax to be paid for using Human Services approved 2019-2020 department funds or if applicable, CARES funds; and

BE IT FURTHER RESOLVED, purchased items from Dell, Inc. will be enrolled into Central Services Replacement Fund (0132-101).

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

Orig: Information Technology
cc: Auditor, Human Services

Prepared by: R. Heard

A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	**3000065371328.1**	Sales Rep	Charles Anglin
Total	**$180,027.88**	Phone	(800) 456-3355, 6180469
Customer #	1710002	Email	Charles_Anglin@Dell.com
Quoted On	Jul. 21, 2020	**Billing To**	ACCOUNTS PAYABLE BENTON COUNTY CENTRAL SERVICES 620 MARKET ST PROSSER, WA 99350-1300
Expires by	Aug. 20, 2020		
Deal ID	19472910		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Charles Anglin

Shipping Group

Shipping To

ROBERT HEARD
BENTON COUNTY CENTRAL SERVICES
620 MARKET ST
PROSSER, WA 99350-1300
(509) 786-5603

Shipping Method

Standard Delivery

Product	Unit Price	Qty	Subtotal
Dell Latitude 5420	**$2,541.01**	**2**	**$5,082.02**
Mobile Precision 3551	**$1,865.08**	**76**	**$141,746.08**
Dell Thunderbolt Dock- WD19TB	**$242.93**	**70**	**$17,005.10**
Dell 22 Monitor - P2219H	**$147.01**	**6**	**$882.06**
Dell Latitude 3510	**$1,056.19**	**1**	**$1,056.19**

Dell inc. U.S. only. Dell inc. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Subtotal:	**$165,771.45**
Shipping:	**$0.00**
Estimated Tax:	**$14,256.43**
Total:	**$180,027.88**

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Dell inc. U.S. only. Dell inc. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Shipping Group Details

Shipping To

ROBERT HEARD
BENTON COUNTY CENTRAL SERVICES
620 MARKET ST
PROSSER, WA 99350-1300
(509) 786-5603

Shipping Method

Standard Delivery

		Qty	Subtotal
Dell Latitude 5420	**$2,541.01**	**2**	**$5,082.02**

Estimated delivery if purchased today:
Aug. 10, 2020
Contract # C000000010849
Customer Agreement # 05815-003

Description	SKU	Unit Price	Qty	Subtotal
Dell Latitude 5420 Rugged, CTO	210-AQPT	-	2	-
8th Gen Intel Core i7-8650U Processor (Quad Core, 8M Cache, 1.9GHz,15W, vPro)	379-BDHD	-	2	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	2	-
No AutoPilot	340-CKSZ	-	2	-
Microsoft(R) Office 30 Days Trial	658-BCSB	-	2	-
VMware Carbon Black Cloud Endpoint Standard NGAV, B-EDR, 1 Year	528-CHEC	-	2	-
Intel Core i7-8650U Processor Base with AMD Radeon RX540 Graphics 128 Bit	338-BPTH	-	2	-
No Out-of-Band Systems Management - vPro Disabled	631-ABWH	-	2	-
16GB, 2x8GB, 2666MHz DDR4 Non-ECC	370-AEVG	-	2	-
M.2 256GB PCIe NVMe Class 40 Solid State Drive	400-BBTW	-	2	-
14" FHD WVA (1920 x 1080) Embedded Touch, Outdoor-Readable Screen	391-BDVP	-	2	-
Full Security – FPR, Contacted SC, Contactless SC	346-BEVD	-	2	-
RFID Module Label	389-DOOP	-	2	-
RFID Module Label	389-DOQY	-	2	-
Dell USB,USB,AUDIO,Smart Card left I/O module	590-TEXZ	-	2	-
SYSTEM RATING LABEL	389-DOPP	-	2	-
Sealed Internal RGB Backlit English Keyboard	580-ABYR	-	2	-
Intel Dual Band Wireless AC 8265 (802.11ac) 2x2 + Bluetooth 4.2 Driver	555-BEPE	-	2	-
Intel Dual Band Wireless AC 8265 (802.11ac) 2x2	555-BDGD	-	2	-
WLAN Bracket	575-BBYW	-	2	-
Qualcomm Snapdragon X20 (DW5821e) Vrz	556-BBZJ	-	2	-
WWAN Bracket	575-BBYX	-	2	-
3 Cell 51Whr ExpressCharge Capable Battery	451-BCHG	-	2	-
90 Watt AC Adapter	492-BCNQ	-	2	-
No Anti-Virus Software	650-AAAM	-	2	-
OS-Windows Media Not Included	620-AALW	-	2	-

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E5 US Power Cord	537-BBBD	-	2	-
Quick Referene Guide	340-CHGB	-	2	-
Factory Installed Rigid handle tied sku	540-BCIH	-	2	-
US Order	332-1286	-	2	-
2nd 3 Cell 51Whr ExpressCharge Capable Battery	451-BCHH	-	2	-
SERI Guide (English/Spanish)	340-AGIN	-	2	-
Regulatory Label included	389-BEYY	-	2	-
TPM Enabled	340-AJPV	-	2	-
System Driver, Dell Latitude 5420	640-BBRG	-	2	-
Dell Developed Recovery Environment	658-BCUV	-	2	-
Shuttle SHIP Material	328-BCXL	-	2	-
Directship Info Mod	340-CKTD	-	2	-
Intel(R) Core(TM) i7 Processor Label	389-CGBC	-	2	-
No Option Included	340-ACQQ	-	2	-
No Resource DVD / USB	430-XXYG	-	2	-
ENERGY STAR Qualified	387-BBNJ	-	2	-
BTO Standard shipment Air	800-BBGF	-	2	-
No UPC Label	389-BDCE	-	2	-
No Additional IO Ports	590-TEYC	-	2	-
Dedicated u-blox NEO-MQN GPS Card	540-BCIG	-	2	-
RGB Camera	319-BBFN	-	2	-
ProSupport: Next Business Day Onsite, 1 Year Extended	808-6782	-	2	-
ProSupport: Next Business Day Onsite, 3 Years	808-6784	-	2	-
Dell Limited Hardware Warranty Initial Year	808-6805	-	2	-
ProSupport: 7X24 Technical Support, 4 Years	808-6810	-	2	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	2	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	2	-

		Qty	Subtotal
Mobile Precision 3551	**$1,865.08**	**76**	**$141,746.08**

Estimated delivery if purchased today:
Aug. 07, 2020
Contract # C000000010849
Customer Agreement # 05815-003

Description	SKU	Unit Price	Qty	Subtotal
Dell Mobile Precision Workstation 3551 CTO	210-AVJY	-	76	-
Intel Core Processor i7-10850H (6 Core, 12MB Cache, 2.70 GHz to 5.10 GHz, 35W, vPro)	379-BDXB	-	76	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	76	-
Microsoft(R) Office 30 Days Trial	658-BCSB	-	76	-
Intel Core Processor i7-10850H with Nvidia Quadro P620 Graphics, Thunderbolt	329-BETI	-	76	-
Nvidia Quadro P620 w/ 4GB GDDR5	490-BFBH	-	76	-
WWAN Support	320-BDRS	-	76	-
Bezel, IR Camera & Mic	325-BDRQ	-	76	-

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15.6" FHD 1920x1080, Anti-Glare Non-Touch, 45% color gamut	391-BEYZ	-	76	-
16GB, 1X16GB, DDR4 2933Mhz Non-ECC Memory	370-AFFB	-	76	-
M.2 256GB PCIe NVMe Class 40 Solid State Drive	400-BDWT	-	76	-
Bracket for M.2 PCIe NVMe 2280 SSD	575-BBYI	-	76	-
No Additional Hard Drive	401-AAGM	-	76	-
Dual Pointing Backlit US English Keyboard	583-BFBO	-	76	-
DP Palmrest, FIPS Touch Fingerprint Reader, FIPS Contacted SC Reader, Thunderbolt 3	346-BFZI	-	76	-
Intel WiFi6 AX201 Wireless Card for WW	555-BFNV	-	76	-
6 Cell 97Whr ExpressCharge Capable Battery	451-BCJI	-	76	-
Cable for 6 cell battery	470-ADOZ	-	76	-
130W E5 Type C Power Adapter (EPEAT)	492-BCWZ	-	76	-
Intel vPro Technology Enabled	631-ACLE	-	76	-
Resource Media not Included	430-XYGV	-	76	-
OS-Windows Media Not Included	620-AALW	-	76	-
Quick Setup Guide for Mobile Precision 3551	340-COUO	-	76	-
No ENERGY STAR Qualified	387-BBCE	-	76	-
No HD/SSD Filler	750-ABLD	-	76	-
Custom Configuration	817-BBBB	-	76	-
Intel AX201 2x2 + Bluetooth 5.1 Driver	555-BFNX	-	76	-
US Order	332-1286	-	76	-
Regulatory Label included	389-BEYY	-	76	-
FCC Label	389-DPPX	-	76	-
Bottom door	354-BBCD	-	76	-
BTO Standard Shipment (S)	800-BBGT	-	76	-
No Mobile Broadband Card	556-BBCD	-	76	-
E5 US Power Cord	450-AAEJ	-	76	-
Intel Core i7 Label for vPro	340-CPOZ	-	76	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	76	-
Mix Model Packaging	340-CRFV	-	76	-
No AutoPilot	340-CKSZ	-	76	-
No Mouse	570-AADK	-	76	-
SupportAssist	525-BBCL	-	76	-
System Driver for Mobile Precision 3551	631-ACLD	-	76	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	76	-
Dell Optimizer for Precision	640-BBSC	-	76	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	76	-
Waves Maxx Audio	658-BBRB	-	76	-
Dell Power Manager	658-BDVK	-	76	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	76	-
No UPC Label	389-BCGW	-	76	-

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No Anti-Virus Software	650-AAAM	-	76	-
Not EPEAT Registered	389-DVNR	-	76	-
Onsite/In-Home Service After Remote Diagnosis 4 Years	997-1079	-	76	-
Dell Limited Hardware Warranty Plus Service	997-1129	-	76	-
Extended Battery Service for Years 2 and 3 of System Life	988-5552	-	76	-
			Qty	**Subtotal**
Dell Thunderbolt Dock- WD19TB Estimated delivery if purchased today: Jul. 31, 2020 Contract # C000000010849 Customer Agreement # 05815-003		**$242.93**	**70**	**$17,005.10**
Description	**SKU**	**Unit Price**	**Qty**	**Subtotal**
Dell Thunderbolt Dock- WD19TB	210-ARIK	-	70	-
Advanced Exchange Service, 3 Years	824-3984	-	70	-
Dell Limited Hardware Warranty	824-3993	-	70	-
			Qty	**Subtotal**
Dell 22 Monitor - P2219H Estimated delivery if purchased today: Jul. 30, 2020 Contract # C000000010849 Customer Agreement # 05815-003		**$147.01**	**6**	**$882.06**
Description	**SKU**	**Unit Price**	**Qty**	**Subtotal**
Dell 22 Monitor - P2219H	210-AQBK	-	6	-
Dell Limited Hardware Warranty	814-9381	-	6	-
Advanced Exchange Service, 3 Years	814-9382	-	6	-
			Qty	**Subtotal**
Dell Latitude 3510 Estimated delivery if purchased today: Aug. 13, 2020 Contract # C000000010849 Customer Agreement # 05815-003		**$1,056.19**	**1**	**$1,056.19**
Description	**SKU**	**Unit Price**	**Qty**	**Subtotal**
Dell Latitude 3510	210-AVTI	-	1	-
10th Generation Intel Core i7-10510U (4 Core, 8M cache, base 1.8GHz, up to 4.9GHz)	379-BDTW	-	1	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	1	-
No AutoPilot	340-CKSZ	-	1	-
Microsoft(R) Office 30 Days Trial	658-BCSB	-	1	-
Nvidia GeForce MX230 w/2GB GDDR5 for 10th Generation Intel Core i7-10510U	338-BVBQ	-	1	-
8GB,1x8GB, DDR4 Non-ECC	370-AFEH	-	1	-
2.5" 500GB 7200 RPM SATA Hard Drive	400-AUNX	-	1	-
Not selected in this configuration	817-BBBC	-	1	-
15.6" LCD Display Back Cover, WLAN	320-BDSQ	-	1	-
15.6" HD (1366 x 768) Anti-Glare Non-Touch, Camera & Microphone	391-BFEG	-	1	-
Power Button with Touch Fingerprint Reader	346-BGIN	-	1	-
Single Pointing Non Backlit Keyboard, US English	583-BGJF	-	1	-
WLAN Driver for CML, Intel AX201/KBL-R, 9260 (no Bluetooth)	555-BFSE	-	1	-

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Intel Wi-Fi 6 AX201 2x2 802.11ax 160MHz (No Bluetooth)	555-BFYD	-	1	-
No Mobile Broadband Card	556-BBCD	-	1	-
3 Cell 40Whr ExpressCharge Capable Battery	451-BCPT	-	1	-
HDD Bracket	575-BCDP	-	1	-
65 Watt AC Adapter	450-ADTR	-	1	-
No Anti-Virus Software	650-AAAM	-	1	-
OS-Windows Media Not Included	620-AALW	-	1	-
US Power Cord	537-BBBL	-	1	-
Latitude 3510 Quick Start Guide	340-CPVC	-	1	-
US Order	332-1286	-	1	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	1	-
Custom Configuration	817-BBBB	-	1	-
Regulatory Label, FCC	389-DPGZ	-	1	-
SupportAssist	525-BBCL	-	1	-
Software Driver	555-BFUC	-	1	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1	-
Waves Maxx Audio	658-BBRB	-	1	-
Dell Power Manager	658-BDVK	-	1	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	1	-
Dell Optimizer	658-BEQP	-	1	-
Direct Ship Info Mod	340-AASO	-	1	-
Mix Model Packaging	340-CQTP	-	1	-
System Ship Info	640-BBJB	-	1	-
Intel(R) Core(TM) i7 Processor Label	340-CNBW	-	1	-
No Mouse	570-AADK	-	1	-
No Resource DVD / USB	430-XXYG	-	1	-
ENERGY STAR Qualified	387-BBOO	-	1	-
BTO Standard Shipment (S)	800-BBQN	-	1	-
No UPC Label	389-BCGW	-	1	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	1	-
Latitude 3510 Bottom Door Included	321-BFKI	-	1	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	1	-
Dell Limited Hardware Warranty	997-6727	-	1	-
Onsite/In-Home Service After Remote Diagnosis, 1 Year	997-6735	-	1	-
Onsite/In-Home Service After Remote Diagnosis, 3 Year Extended	997-6738	-	1	-

Subtotal:	**$165,771.45**
Shipping:	**$0.00**
Estimated Tax:	**$14,256.43**
Total:	**$180,027.88**

Dell inc. U.S. only. Dell inc. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier´s affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions : Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):
OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of $15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 11, 2020
Subject:	Approving the purchase of four Dell Mobile Precision 3551 or comparable model laptops for the Treasurer's Department from Dell, Inc.
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	Linda Ivey

PA Review, Approval to Form: ☐ Yes ☐ No ☒ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

Due to the County's response to COVID-19 pandemic and keeping a social and physical distance of six feet, Information Technology has been working with the Treasurer's office to purchase new Dell laptops for employees to use remotely. These Dell laptops would be used to provide secure remote access to county network resources for both administrative and public Treasurer services. Resolution 2019-753 requires that all non-budgeted devices purchased over $500 be coded to the department's 3508 expenditure code and be approved by the Board of Benton County Commissioners.

Dell is an authorized Washington State vendor under NASPO ValuePoint's Computer Equipment Contract, Dell Marketing, L.P. Contract #05815-003.

Fiscal Impact

Amount: **$10,000 excluding WSST.**

Fund: **Treasurer's Department approved 2019-2020 budget.**

Recommendation

Information Technology recommends that the Board approves the purchase of four Dell Mobile Precision 3551 or comparable model laptops in an amount not to exceed $10,000 excluding WSST from Dell Inc. All equipment purchased will be added to Central Services Replacement Fund (0132-101).

Suggested Motion

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE OF FOUR DELL MOBILE PRECISION 3551 OR COMPARABLE MODEL LAPTOPS FOR THE TREASURER'S DEPARTMENT FROM DELL INC.

WHEREAS, due the County's response to COVID-19 pandemic and keeping a social and physical distance of six feet, Information Technology has been working with the Treasurer's Department to purchase new Dell laptops for employees to use remotely; and

WHEREAS, these Dell laptops would provide secure remote access to county network resource for both administrative and public Treasurer services; and

WHEREAS, Dell is an authorized Washington State vendor under NASPO ValuePoint's Computer Equipment Contract, Dell Marketing, L.P. Contract #05815-003; and

WHEREAS, Section 2.6 of the Computer Replacement Policy requires all new computer equipment over $500 receive approval by the Board of Benton County Commissioners before purchasing; NOW THEREFORE,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with Information Technology's recommendation and approves the purchase of four Dell Mobile Precision 3551 or comparable model laptops for the Treasurer's Department in an amount not to exceed $10,000 excluding Washington State Sales Tax to be paid for using Treasurer Department approved 2019-2020 department funds or if applicable, CARES funds; and

BE IT FURTHER RESOLVED, purchased items from Dell, Inc. will be enrolled into Central Services Replacement Fund (0132-101).

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

Orig: Information Technology
cc: Auditor, Treasurer

Prepared by: R. Heard

A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	**3000065371328.1**	Sales Rep	Charles Anglin
Total	**$180,027.88**	Phone	(800) 456-3355, 6180469
Customer #	1710002	Email	Charles_Anglin@Dell.com
Quoted On	Jul. 21, 2020	**Billing To**	ACCOUNTS PAYABLE BENTON COUNTY CENTRAL SERVICES 620 MARKET ST PROSSER, WA 99350-1300
Expires by	Aug. 20, 2020		
Deal ID	19472910		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Charles Anglin

Shipping Group

Shipping To

ROBERT HEARD
BENTON COUNTY CENTRAL SERVICES
620 MARKET ST
PROSSER, WA 99350-1300
(509) 786-5603

Shipping Method

Standard Delivery

Product	Unit Price	Qty	Subtotal
Dell Latitude 5420	**$2,541.01**	**2**	**$5,082.02**
Mobile Precision 3551	**$1,865.08**	**76**	**$141,746.08**
Dell Thunderbolt Dock- WD19TB	**$242.93**	**70**	**$17,005.10**
Dell 22 Monitor - P2219H	**$147.01**	**6**	**$882.06**
Dell Latitude 3510	**$1,056.19**	**1**	**$1,056.19**

Dell inc. U.S. only. Dell inc. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Subtotal:	**$165,771.45**
Shipping:	**$0.00**
Estimated Tax:	**$14,256.43**
Total:	**$180,027.88**

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Dell inc. U.S. only. Dell inc. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Shipping Group Details

Shipping To

ROBERT HEARD
BENTON COUNTY CENTRAL SERVICES
620 MARKET ST
PROSSER, WA 99350-1300
(509) 786-5603

Shipping Method

Standard Delivery

		Qty	Subtotal
Dell Latitude 5420	**$2,541.01**	**2**	**$5,082.02**

Estimated delivery if purchased today:
Aug. 10, 2020
Contract # C000000010849
Customer Agreement # 05815-003

Description	SKU	Unit Price	Qty	Subtotal
Dell Latitude 5420 Rugged, CTO	210-AQPT	-	2	-
8th Gen Intel Core i7-8650U Processor (Quad Core, 8M Cache, 1.9GHz,15W, vPro)	379-BDHD	-	2	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	2	-
No AutoPilot	340-CKSZ	-	2	-
Microsoft(R) Office 30 Days Trial	658-BCSB	-	2	-
VMware Carbon Black Cloud Endpoint Standard NGAV, B-EDR, 1 Year	528-CHEC	-	2	-
Intel Core i7-8650U Processor Base with AMD Radeon RX540 Graphics 128 Bit	338-BPTH	-	2	-
No Out-of-Band Systems Management - vPro Disabled	631-ABWH	-	2	-
16GB, 2x8GB, 2666MHz DDR4 Non-ECC	370-AEVG	-	2	-
M.2 256GB PCIe NVMe Class 40 Solid State Drive	400-BBTW	-	2	-
14" FHD WVA (1920 x 1080) Embedded Touch, Outdoor-Readable Screen	391-BDVP	-	2	-
Full Security – FPR, Contacted SC, Contactless SC	346-BEVD	-	2	-
RFID Module Label	389-DOOP	-	2	-
RFID Module Label	389-DOQY	-	2	-
Dell USB,USB,AUDIO,Smart Card left I/O module	590-TEXZ	-	2	-
SYSTEM RATING LABEL	389-DOPP	-	2	-
Sealed Internal RGB Backlit English Keyboard	580-ABYR	-	2	-
Intel Dual Band Wireless AC 8265 (802.11ac) 2x2 + Bluetooth 4.2 Driver	555-BEPE	-	2	-
Intel Dual Band Wireless AC 8265 (802.11ac) 2x2	555-BDGD	-	2	-
WLAN Bracket	575-BBYW	-	2	-
Qualcomm Snapdragon X20 (DW5821e) Vrz	556-BBZJ	-	2	-
WWAN Bracket	575-BBYX	-	2	-
3 Cell 51Whr ExpressCharge Capable Battery	451-BCHG	-	2	-
90 Watt AC Adapter	492-BCNQ	-	2	-
No Anti-Virus Software	650-AAAM	-	2	-
OS-Windows Media Not Included	620-AALW	-	2	-

Dell inc. U.S. only. Dell inc. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

E5 US Power Cord	537-BBBD	-	2	-
Quick Referene Guide	340-CHGB	-	2	-
Factory Installed Rigid handle tied sku	540-BCIH	-	2	-
US Order	332-1286	-	2	-
2nd 3 Cell 51Whr ExpressCharge Capable Battery	451-BCHH	-	2	-
SERI Guide (English/Spanish)	340-AGIN	-	2	-
Regulatory Label included	389-BEYY	-	2	-
TPM Enabled	340-AJPV	-	2	-
System Driver, Dell Latitude 5420	640-BBRG	-	2	-
Dell Developed Recovery Environment	658-BCUV	-	2	-
Shuttle SHIP Material	328-BCXL	-	2	-
Directship Info Mod	340-CKTD	-	2	-
Intel(R) Core(TM) i7 Processor Label	389-CGBC	-	2	-
No Option Included	340-ACQQ	-	2	-
No Resource DVD / USB	430-XXYG	-	2	-
ENERGY STAR Qualified	387-BBNJ	-	2	-
BTO Standard shipment Air	800-BBGF	-	2	-
No UPC Label	389-BDCE	-	2	-
No Additional IO Ports	590-TEYC	-	2	-
Dedicated u-blox NEO-MQN GPS Card	540-BCIG	-	2	-
RGB Camera	319-BBFN	-	2	-
ProSupport: Next Business Day Onsite, 1 Year Extended	808-6782	-	2	-
ProSupport: Next Business Day Onsite, 3 Years	808-6784	-	2	-
Dell Limited Hardware Warranty Initial Year	808-6805	-	2	-
ProSupport: 7X24 Technical Support, 4 Years	808-6810	-	2	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	2	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	2	-

		Qty	Subtotal
Mobile Precision 3551	**$1,865.08**	**76**	**$141,746.08**

Estimated delivery if purchased today:
Aug. 07, 2020
Contract # C000000010849
Customer Agreement # 05815-003

Description	SKU	Unit Price	Qty	Subtotal
Dell Mobile Precision Workstation 3551 CTO	210-AVJY	-	76	-
Intel Core Processor i7-10850H (6 Core, 12MB Cache, 2.70 GHz to 5.10 GHz, 35W, vPro)	379-BDXB	-	76	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	76	-
Microsoft(R) Office 30 Days Trial	658-BCSB	-	76	-
Intel Core Processor i7-10850H with Nvidia Quadro P620 Graphics, Thunderbolt	329-BETI	-	76	-
Nvidia Quadro P620 w/ 4GB GDDR5	490-BFBH	-	76	-
WWAN Support	320-BDRS	-	76	-
Bezel, IR Camera & Mic	325-BDRQ	-	76	-

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15.6" FHD 1920x1080, Anti-Glare Non-Touch, 45% color gamut	391-BEYZ	-	76	-
16GB, 1X16GB, DDR4 2933Mhz Non-ECC Memory	370-AFFB	-	76	-
M.2 256GB PCIe NVMe Class 40 Solid State Drive	400-BDWT	-	76	-
Bracket for M.2 PCIe NVMe 2280 SSD	575-BBYI	-	76	-
No Additional Hard Drive	401-AAGM	-	76	-
Dual Pointing Backlit US English Keyboard	583-BFBO	-	76	-
DP Palmrest, FIPS Touch Fingerprint Reader, FIPS Contacted SC Reader, Thunderbolt 3	346-BFZI	-	76	-
Intel WiFi6 AX201 Wireless Card for WW	555-BFNV	-	76	-
6 Cell 97Whr ExpressCharge Capable Battery	451-BCJI	-	76	-
Cable for 6 cell battery	470-ADOZ	-	76	-
130W E5 Type C Power Adapter (EPEAT)	492-BCWZ	-	76	-
Intel vPro Technology Enabled	631-ACLE	-	76	-
Resource Media not Included	430-XYGV	-	76	-
OS-Windows Media Not Included	620-AALW	-	76	-
Quick Setup Guide for Mobile Precision 3551	340-COUO	-	76	-
No ENERGY STAR Qualified	387-BBCE	-	76	-
No HD/SSD Filler	750-ABLD	-	76	-
Custom Configuration	817-BBBB	-	76	-
Intel AX201 2x2 + Bluetooth 5.1 Driver	555-BFNX	-	76	-
US Order	332-1286	-	76	-
Regulatory Label included	389-BEYY	-	76	-
FCC Label	389-DPPX	-	76	-
Bottom door	354-BBCD	-	76	-
BTO Standard Shipment (S)	800-BBGT	-	76	-
No Mobile Broadband Card	556-BBCD	-	76	-
E5 US Power Cord	450-AAEJ	-	76	-
Intel Core i7 Label for vPro	340-CPOZ	-	76	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	76	-
Mix Model Packaging	340-CRFV	-	76	-
No AutoPilot	340-CKSZ	-	76	-
No Mouse	570-AADK	-	76	-
SupportAssist	525-BBCL	-	76	-
System Driver for Mobile Precision 3551	631-ACLD	-	76	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	76	-
Dell Optimizer for Precision	640-BBSC	-	76	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	76	-
Waves Maxx Audio	658-BBRB	-	76	-
Dell Power Manager	658-BDVK	-	76	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	76	-
No UPC Label	389-BCGW	-	76	-

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No Anti-Virus Software	650-AAAM	-	76	-
Not EPEAT Registered	389-DVNR	-	76	-
Onsite/In-Home Service After Remote Diagnosis 4 Years	997-1079	-	76	-
Dell Limited Hardware Warranty Plus Service	997-1129	-	76	-
Extended Battery Service for Years 2 and 3 of System Life	988-5552	-	76	-
			Qty	**Subtotal**
Dell Thunderbolt Dock- WD19TB Estimated delivery if purchased today: Jul. 31, 2020 Contract # C000000010849 Customer Agreement # 05815-003		**$242.93**	**70**	**$17,005.10**
Description	**SKU**	**Unit Price**	**Qty**	**Subtotal**
Dell Thunderbolt Dock- WD19TB	210-ARIK	-	70	-
Advanced Exchange Service, 3 Years	824-3984	-	70	-
Dell Limited Hardware Warranty	824-3993	-	70	-
			Qty	**Subtotal**
Dell 22 Monitor - P2219H Estimated delivery if purchased today: Jul. 30, 2020 Contract # C000000010849 Customer Agreement # 05815-003		**$147.01**	**6**	**$882.06**
Description	**SKU**	**Unit Price**	**Qty**	**Subtotal**
Dell 22 Monitor - P2219H	210-AQBK	-	6	-
Dell Limited Hardware Warranty	814-9381	-	6	-
Advanced Exchange Service, 3 Years	814-9382	-	6	-
			Qty	**Subtotal**
Dell Latitude 3510 Estimated delivery if purchased today: Aug. 13, 2020 Contract # C000000010849 Customer Agreement # 05815-003		**$1,056.19**	**1**	**$1,056.19**
Description	**SKU**	**Unit Price**	**Qty**	**Subtotal**
Dell Latitude 3510	210-AVTI	-	1	-
10th Generation Intel Core i7-10510U (4 Core, 8M cache, base 1.8GHz, up to 4.9GHz)	379-BDTW	-	1	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	1	-
No AutoPilot	340-CKSZ	-	1	-
Microsoft(R) Office 30 Days Trial	658-BCSB	-	1	-
Nvidia GeForce MX230 w/2GB GDDR5 for 10th Generation Intel Core i7-10510U	338-BVBQ	-	1	-
8GB,1x8GB, DDR4 Non-ECC	370-AFEH	-	1	-
2.5" 500GB 7200 RPM SATA Hard Drive	400-AUNX	-	1	-
Not selected in this configuration	817-BBBC	-	1	-
15.6" LCD Display Back Cover, WLAN	320-BDSQ	-	1	-
15.6" HD (1366 x 768) Anti-Glare Non-Touch, Camera & Microphone	391-BFEG	-	1	-
Power Button with Touch Fingerprint Reader	346-BGIN	-	1	-
Single Pointing Non Backlit Keyboard, US English	583-BGJF	-	1	-
WLAN Driver for CML, Intel AX201/KBL-R, 9260 (no Bluetooth)	555-BFSE	-	1	-

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Intel Wi-Fi 6 AX201 2x2 802.11ax 160MHz (No Bluetooth)	555-BFYD	-	1	-
No Mobile Broadband Card	556-BBCD	-	1	-
3 Cell 40Whr ExpressCharge Capable Battery	451-BCPT	-	1	-
HDD Bracket	575-BCDP	-	1	-
65 Watt AC Adapter	450-ADTR	-	1	-
No Anti-Virus Software	650-AAAM	-	1	-
OS-Windows Media Not Included	620-AALW	-	1	-
US Power Cord	537-BBBL	-	1	-
Latitude 3510 Quick Start Guide	340-CPVC	-	1	-
US Order	332-1286	-	1	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	1	-
Custom Configuration	817-BBBB	-	1	-
Regulatory Label, FCC	389-DPGZ	-	1	-
SupportAssist	525-BBCL	-	1	-
Software Driver	555-BFUC	-	1	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1	-
Waves Maxx Audio	658-BBRB	-	1	-
Dell Power Manager	658-BDVK	-	1	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	1	-
Dell Optimizer	658-BEQP	-	1	-
Direct Ship Info Mod	340-AASO	-	1	-
Mix Model Packaging	340-CQTP	-	1	-
System Ship Info	640-BBJB	-	1	-
Intel(R) Core(TM) i7 Processor Label	340-CNBW	-	1	-
No Mouse	570-AADK	-	1	-
No Resource DVD / USB	430-XXYG	-	1	-
ENERGY STAR Qualified	387-BBOO	-	1	-
BTO Standard Shipment (S)	800-BBQN	-	1	-
No UPC Label	389-BCGW	-	1	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	1	-
Latitude 3510 Bottom Door Included	321-BFKI	-	1	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	1	-
Dell Limited Hardware Warranty	997-6727	-	1	-
Onsite/In-Home Service After Remote Diagnosis, 1 Year	997-6735	-	1	-
Onsite/In-Home Service After Remote Diagnosis, 3 Year Extended	997-6738	-	1	-

Subtotal:	**$165,771.45**
Shipping:	**$0.00**
Estimated Tax:	**$14,256.43**
Total:	**$180,027.88**

Dell inc. U.S. only. Dell inc. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier´s affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions : Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):
OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of $15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

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: Facilities

Dept Nbr: 172

Fund Name: Juvenile Center

Fund Nbr: 0115101

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
527.800	4939	Juvenile Kitchen Services	$6,500	594.270	6401	Capital Outlay	$6,500
TOTAL			$6,500	TOTAL			$6,500

Explanation:

This transfer is necessary to move the appropriate funds into the capital outlay line because the juvenile kitchen steamer went out and needed to be replaced.

Prepared by: Shela Berry

Date: 29-Jul-2020

Approved ☐

Denied ☐

Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 7/28/20 BC 8/11/20
Subject:	Fee for Service Truancy Contract with Richland School District
Presenter:	
Prepared By:	Rosa Garcia
Reviewed By:	Darryl Banks

Type of Agenda Item:	**Type of Action Needed:**	
☒ Consent Agenda	☐ Discussion Only (1st)	☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2nd)	☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction	☐ Pass Ordinance

Summary / Background Information

The State has contracted with both the Benton and Franklin County Boards of Commissioners for several years for the costs/services associated with processing At-Risk Youth (ARY), Children in Need of Services (CHINS), and Truancy Petitions. Richland School District wishes to renew their contract with the Juvenile Court so that we may continue to provide services associated with Truancy matters for the term of September 1, 2020, through July 31, 2021.

Richland School District wishes to contract with the Benton-Franklin Counties Juvenile Justice Center to develop, recruit and train a truancy board; implement and follow-up on truancy board recommendations; assist families in accessing community resources to include, substance abuse assessment and treatment, mental health services and family counseling; assist in the processing of all truancy court referrals; monitor courtroom truancy petitions; and follow-up on truancy petition requirements for the period beginning September 1, 2020 and ending on July 31, 2021.

Fiscal Impact

Amount: These are state funds passed through the school district whereby we are reimbursed for services provided. There is no fiscal impact to the counties. The maximum amount payable by the Richland School District to the Benton-Franklin Counties Juvenile Justice Center shall not exceed $10,725.00.

Fund: N/A

Recommendation

We recommend that the Boards of County Commissioners of Benton and Franklin Counties sign the Fee for Services Contract with the Richland School District.

Suggested Motion

I move that the Chair of the Board of Benton County Commissioners and the Chair of the Board of Franklin County Commissioners be hereby authorized to sign the Fee for Services contract with the Richland School District.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE FEE FOR SERVICES CONTRACT BETWEEN THE JUVENILE JUSTICE CENTER AND THE RICHLAND SCHOOL DISTRICT

WHEREAS, Darryl Banks, Administrator of the Benton-Franklin Counties Juvenile Justice Center believes it is in the best interest of the Juvenile Justice Center that the Fee for Service Contract between the Richland School District and Benton-Franklin Counties Juvenile Justice Center be approved as presented; **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 board concurs with the Administrator's recommendation and hereby awards the Fee for Services Contract between the Richland School District and the Juvenile Justice Center in an amount payable to the Counties not to exceed $10,725.00; and

BE IT FURTHER RESOLVED, that the Chair is authorized to sign the attached Fee for Services Contract; and

BE IT FURTHER RESOLVED, the term of the attached contract commences September 1, 2020 and expires on July 31, 2021.

DATED this ____ day of _____ 2020

BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chair of the Board

_____
Chair Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

_____
Clerk of the Board

DATED this ____ day of _____ 2020

FRANKLIN COUNTY BOARD OF COMMISSIONERS

_____
Chair of the Board

_____
Chair Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

_____
Clerk of the Board

Originals (2): 1-BC Commissioners, 1-FC Commissioners; Electronic(2): 1-Richland School District, 1-BFJJC

R. Garcia

JUDGES
Hon. Carrie Runge
Hon. Cameron Mitchell
Hon. Bruce A. Spanner
Hon. Alexander C. Ekstrom
Hon. Jacqueline Shea-Brown
Hon. Joseph M. Burrowes
Hon. Samuel P. Swanberg

BENTON-FRANKLIN COUNTIES
JUVENILE JUSTICE CENTER

Darryl Banks, Administrator Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

5606 W CANAL PLACE, SUITE 106 • KENNEWICK, WASHINGTON 99336-1388
PHONE (509) 783-2151 • FAX (509) 736-2728

JACQUELINE I. STAM
PAMELA E. PETERSON
DARIN R. CAMPBELL
Court Commissioners

BENTON-FRANKLIN COUNTIES
FEE FOR 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 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place Suite 106, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties"), and Richland School District, with its principal offices at 615 Snow Avenue, Richland, WA, 99352, (hereinafter referred to as "District").

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

1. DURATION OF CONTRACT

The term of this Contract shall be from September 1, 2020, through July 31, 2021, unless terminated prior to that time as provided herein.

2. SERVICES PROVIDED

The Counties shall perform the following services:

A. Develop, recruit and train a truancy board; implement and follow-up on truancy board recommendations; assist families in accessing community resources to include, substance abuse assessment and treatment, mental health services and family counseling; assist in processing all truancy court referrals; monitor courtroom truancy petitions; and follow-up on truancy petition requirements.

B. The Counties agree to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the District.

C. The Counties shall perform the work specified in this Contract according to standard industry practice and shall perform the work in coordination with the Truancy Court Liaison.

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

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

3. 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 District:

Dr. Shelley Redinger
Superintendent
Richland School District
615 Snow Ave
Richland WA 99352
Phone: (509) 967-6027
Fax: (509) 942-2401
E-mail: shelley.redinger@rsd.edu

B. For Counties:

Darryl Banks
Juvenile Court Administrator
5606 W Canal Pl Ste 106
Kennewick WA 99336
Phone: (509) 222-2316
Fax: (509) 222-2311
E-mail: darryl.banks@co.benton.wa.us

4. COMPENSATION

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

A. The District will pay the Counties Ten Thousand Seven Hundred and Twenty Five Dollars ($10,725.00), to be paid in equal quarterly installments of Two Thousand Six Hundred Eighty One Dollars and Twenty Five Cents ($2,681.25), for the entire contract period, to be processed with the District's first payment cycle after receiving an invoice from Counties.

B. The maximum total amount payable by the District to the Counties under this Contract shall not exceed Ten Thousand Seven Hundred and Twenty Five Dollars ($10,725.00).

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

D. The Counties will submit invoices to the District once per quarter during the progress of the work. Invoices shall cover the time Counties performed work for

the District during the billing period. The District shall pay the Counties for services rendered in the quarter following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.

5. AMENDMENTS AND CHANGES IN WORK

No amendment, modification or renewal 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 Administrator of Benton-Franklin Juvenile Justice Center and both Benton and Franklin Counties Boards of County Commissioner's Chairperson and shall not be binding until so approved.

6. HOLD HARMLESS AND INDEMNIFICATION

The District shall hold harmless, indemnify and defend the Counties, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the District's acts, errors or omissions in the performance of this Contract. PROVIDED, that the District's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the Counties, its officers, officials, employees or agents.

7. TERMINATION

A. Either party may terminate this Contract in whole or in part whenever the party determines, in its sole discretion, that such termination is in its best interests. A party may terminate this Contract upon giving thirty (30) days written notice by certified mail to the other party.

B. If either party breaches any of its obligations hereunder, including but not limited to timely payment of compensation to the Counties in accordance with Section 4 of this Contract, and fails to cure the breach within ten (10) days of written notice to do so, the other party may immediately terminate this Contract by providing written notice by certified mail to the breaching party.

C. In the event this Contract is terminated prior to the end of the contract term, the District shall pay Counties on a pro-rated basis for all services performed up to the termination date.

8. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

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

B. The Counties 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 Counties, any fee, commission, percentage, brokerage fee, gift, or other

consideration contingent upon or resulting from the award or making of this Contract.

9. 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.

10. COMPLIANCE WITH LAWS

The parties agree that all activity pursuant to this Contract will be in accordance with all applicable federal, state and local laws, rules and regulations. All services provided by the Counties shall not be considered the practice of law, nor will the Counties provide any legal advice or representation.

11. OWNERSHIP OF MATERIALS/WORKS PRODUCED

All reports, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be owned by the Counties. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The District agrees that if it uses any materials prepared by the Counties for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the Counties harmless there from to the extent such use is not agreed to in writing by the Counties.

12. DISPUTES

Differences between the District 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 Counties 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 District's right to seek judicial relief.

13. CONFIDENTIALITY

A. The District, its employees, subcontractors, and their 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 District shall promptly give the Counties written notice of any judicial proceeding seeking disclosure of such information.

B. Each party, their employees, subcontractors, and their employees shall maintain the confidentiality of all information provided or acquired in performance of this Contract, and each party will promptly notify the other of any request by a third party for records containing confidential information. Confidential information will not be divulged without the consent of the other party or, pursuant to applicable

authority, including without limitation, chapter 42.56 RCW or case law interpreting same. The parties shall promptly give written notice of any judicial proceeding seeking disclosure of such information.

C. **Confidential Student Information.** The Counties acknowledge and understand that their employees may be granted access by the District to confidential information pertaining to District students and that the term "confidential information" means any and all information which is exempt from state and federal public disclosure laws, and/or which is otherwise protected by state and federal law, and which is provided by the Richland School District and/or through its student information database system to authorized employees of the Counties. Such confidential information may include, but is not limited to:

1. Personally identifiable student-related information, including, but not limited to student names; the names of a student's parent, guardian, or other family members; student and family addresses; personal identifiers such as social security numbers or student numbers; personal characteristics related to student identity; testing and assessment results for students, grade-levels, schools, or the district; and any other personally related student information, or portrayal of student related information in a personally identifiable manner.

2. Information related to student discipline, attendance, log entries, parent/guardian contacts, and other private or sensitive information provided to the district by parents/guardians.

Access to confidential information will be granted to authorized employees of the Counties as determined by the district and such authorizations, to include usernames and passwords, shall not be used by any person other than the individual authorized user. The Counties acknowledge, represent, and warrant direct or indirect making any unauthorized disclosure of any such confidential information to any other person, organization, or entity is strictly prohibited, and will require employees granted authorization by the District to swear or affirm that he/she will not make such unauthorized disclosure, nor will he/she access District student information systems for personal reasons or any reason unrelated to the specific purposes of this Agreement. The Counties understand and acknowledge the District reserves the right to monitor access of the District's information system by employees of the Counties and the District will terminate County employee access at the district's discretion. The Counties acknowledge that participation in any unauthorized disclosure of confidential information may result in civil or criminal proceedings and/or penalties.

14. 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 and Franklin Counties, Washington.

15. SUCCESSORS AND ASSIGNS

The Counties, to the extent permitted by law, and the District 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.

16. NONDISCRIMINATION

The parties, their assignees, delegates, or 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.

17. 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 the 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.

18. 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.

19. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the Contract Representatives Section of this Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

The parties have caused this Contract to be signed as follows:

RICHLAND SCHOOL DISTRICT	BENTON FRANKLIN COUNTIES JUVENILE JUSTICE CENTER
July 9, 2020 Dr. Rick Schulte, Superintendent — Date	7-16-202 Darryl Banks, Administrator — Date
BENTON COUNTY APPROVAL Approved as to Form: 07/14/20 Stephen Hallstrom, Deputy Prosecuting Attorney Date By: _____ Name: _____ Title: Chairman, Board of Commissioners Date: _____ Date: _____ Attest: Clerk of the Board: _____	**FRANKLIN COUNTY APPROVAL** Approved as to Form: _____ Civil Deputy Prosecuting Attorney Date By: _____ Name: _____ Title: Chairman, Board of Commissioners Date: _____ Date: _____ Attest: Clerk of the Board: _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 11, 2020
Subject:	Amendment of attorney Brian Gieszler's District Court public defense contract
Presenter:	Consent agenda only
Prepared By:	Denise Gerry
Reviewed By:	Eric Hsu

PA Review, Approval to Form: ☐ Yes ☐ No ☒ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☒ Execute Contract

Summary / Background Information

Benton County contracts with, among others, attorney Brian Gieszler for legally mandated public defense services in Benton County District Court. Attorney Gieszler has left employment with Rodriguez, Interiano, Hanson, & Rodgers, PLLC, and joined Gravis Law, PLLC. Therefore, his public defense contract needs to be amended accordingly. The proposed amendment addresses this change in employment and corresponding change in payment processing (now to be made payable to Gravis Law, PLLC) only.

Fiscal Impact

None.

Recommendation

Execute contract amendment as proposed. Approve resolution.

Suggested Motion

BE IT RESOLVED that attorney Brian Gieszler's public District Court public defense agreement, originally executed by and through Resolution 2018-884, be amended as proposed to reflect his new employment with Gravis Law, PLLC.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AMENDING THE PUBLIC DEFENSE AGREEMENT WITH ATTORNEY BRIAN GIESZLER TO REFLECT HIS CHANGE OF EMPLOYMENT

WHEREAS, Benton County is obligated by law to provide indigent defense services in Benton County District Court; and

WHEREAS, Benton County contracts with, among others, attorney Brian Gieszler ("Attorney") for such services by way of a contract payable to the law firm of Rodriguez, Interiano, Hanson, & Rodgers, PLLC ("Former Firm"); and

WHEREAS, Attorney has advised OPD that he has changed his employment status, has left Former Firm, and has now joined Gravis Law, PLLC ("New Firm") as an employee; and

WHEREAS, Attorney has requested that his contract now reflect his new employment status and provide for compensation payable to New Firm; and

WHEREAS, it is appropriate to amend Attorney's contract accordingly; **NOW, THEREFORE**

BE IT RESOLVED that attorney Brian Gieszler's District Court public defense agreement, originally executed by and through Resolution 2018-884, be amended as proposed to reflect his new employment with Gravis Law, PLLC.

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, Brian Gieszler
Copy – Auditor, S Godinez

E. Hsu

AMENDED
PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON COUNTY DISTRICT COURT
CONTRACT # BCDC1920BJG001A

CONTRACT SUMMARY			
Contract Type	**Full**		
Contract Number	**BCDC1920BJG001**	**Contract Holder**	**Brian Gieszler**
WSBA #	**53074**	**Effective Dates**	**January 1, 2019 – December 31, 2020**
Caseload Cap	**390**	**Compensation**	**$6250 per month**
Assigned Court	**District Court**	**Compensation Structure**	☐ **By the case** ☒ **Monthly** ☐ **Hourly**

THIS AGREEMENT, previously entered into by and between **Brian Gieszler,** attorney at law, Washington State Bar Association **# 53074** ("Attorney") and **BENTON COUNTY,** a State of Washington political subdivision ("County"), for and on behalf of the Benton County District Court entered by and through Resolution #,

IS HEREBY AMENDED AS FOLLOWS:

2. **ATTORNEY'S OFFICE LOCATION AND FIRM INFORMATION.**

Attorney will be maintaining this contract in his new capacity as an employee of Gravis Law, PLLC. Accordingly, compensation checks should be made payable to the law firm Gravis Law, PLLC.

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law as an employee of Gravis Law, PLLC, located at **503 Knight St, Suite A, Richland, WA 99352.** Attorney's current local office telephone and fax numbers are **509-380-9102** and **866-419-9269** respectively; and Attorney's current office/work e-mail address is **bgieszler@gravislaw.com**.

This amendment shall take effect August 1, 2020. All remaining provisions of the underlying agreement shall remain in full effect.

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 7-28-2020

/s/ Brian Gieszler
Brian Gieszler, WSBA **#53074**

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVING THE AGREEMENT FOR LEGAL SERVICES WITH MADRONA LAW GROUP, PLLC.

WHEREAS, The Washington Counties Risk Pool has assigned outside counsel to provide legal services regarding a demand from a former county employee; and

WHEREAS, the Prosecuting Attorney has appointed that outside counsel as a special deputy; and

WHEREAS, Benton County has been requested to sign the attached agreement for professional legal services; **NOW THEREFORE**,

BE IT RESOLVED, that the Board of Benton County Commissioners hereby approves the attached agreement for professional services with Madrona Law Group, PLLC.

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

cc: Auditor, R. Brown, A. Miller, Risk Management

AGREEMENT FOR LEGAL SERVICES

This Agreement for Legal Services ("Agreement") is made on this ___ day of _____, 2020, between Madrona Law Group, PLLC ("Attorneys") and Benton County ("Client").

SECTION 1. LEGAL SERVICES.

The legal services to be provided by Attorneys to Client shall be under the direction of Prosecuting Attorney Andy Miller or his designee(s) and are as follows: claim defense through Washington Counties Risk Pool and other legal or investigative services as may be requested by Client.

SECTION 2. RESPONSIBILITIES OF ATTORNEYS AND CLIENT.

Attorneys will perform the legal services called for under this Agreement in accordance with the rules of professional responsibility for attorneys in Washington State, keep Client informed of progress and developments, and respond promptly to Client's inquiries and communications. Client will be truthful and cooperative with Attorneys, keep Attorney reasonably informed of developments, and timely make any payments required by this Agreement.

SECTION 3. COMPENSATION.

A. Client will pay Attorneys for the legal services provided under this Agreement pursuant to the fees listed in Exhibit A. Attorneys will charge in increments of one tenth of an hour, rounded off for each particular activity to the nearest one tenth of an hour. The minimum time charged for any particular activity will be one tenth of an hour. Attorneys will charge for all activities undertaken in providing legal services to Client under this Agreement, including, but not limited to, the following: attending meetings, conferences and court appearances; preparing for and participating in depositions; reviewing and preparing correspondence and legal documents; performing legal research and writing legal opinions; drafting of court papers, ordinances, and resolutions and engaging in telephone conversations. When two of more of Attorneys' personnel are engaged in working on a matter at the same time, such as in conferences between them, the time of each will be charged at his or her hourly rate.

B. Attorneys will review their hourly rates once per year. If, while this Agreement is in effect, Attorneys implement an increase in the hourly rates being charged to clients, that increase may be applied to fees incurred under this Agreement, but only with respect to services provided thirty (30) days or more after written notice of the increase is mailed to Client. If Client declines to accept the increased rates, the parties may negotiate an alternate rate, or Client may terminate this Agreement by written notice effective when received by Attorneys, provided Client executes and returns a substitution-of-attorney form immediately on its receipt from Attorney if Attorneys are Client's attorney of record in any proceeding.

SECTION 4. COSTS.

A. Client will pay all costs in connection with Attorneys' representation of Client under this Agreement, including reasonable travel time at Attorneys' normal hourly rates. Costs may be advanced by Attorney and then billed to Client. Costs include, but are not limited to, court filing fees, deposition costs, expert fees and expenses, investigation costs, messenger service fees, postage fees, photocopying expenses, and process server fees.

B. Attorneys shall not charge Client for mileage costs, nor for long-distance telephone charges. In addition, Attorneys shall not charge Client for legal research fees incurred by Attorneys as part of their standard use of any online legal research database. Extraordinary legal research costs may be billed to the Client upon Client's approval.

SECTION 5. STATEMENTS

A. Attorneys shall render to Client a statement for fees, costs, and expenses incurred on a periodic basis (generally monthly). Such statement(s) shall indicate the basis of the fees, including the hours worked, the hourly rate(s), and a brief description of the work performed. Separate billing categories can be established to track costs associated with Client funding categories or to track project costs, or such other basis as the Client may direct. Reimbursable costs shall be separately itemized. Claim defense conducted at the request of Washington Counties Risk Pool shall be billed directly to Washington Counties Risk Pool.

B. Payments shall be made by Client, or Washington Counties Risk Pool when appropriate, within thirty (30) days of receipt of the statement, except for those specific items on an invoice which are contested or questioned and are returned by Client or Washington Counties Risk Pool with a written explanation of the question or contest, within thirty (30) days of receipt of the invoice. Payments made more than thirty (30) days after the due date shall draw interest at the rate of 12% per annum.

SECTION 6. INDEPENDENT CONTRACTOR

Attorneys shall perform all legal services required under this Agreement as an independent contractor of Client, and shall remain, at all times as to Client, a wholly independent contractor with only such obligations as are required under this Agreement. Neither Client, nor any of its employees, shall have any control over the manner, mode, or means by which Attorneys, its agents or employees, render the legal services required under this Agreement, except as otherwise set forth and as required by the rules of professional conduct applicable to Attorneys. Client shall have no voice in the selection, discharge, supervision or control of Attorneys' employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service.

SECTION 7. INSURANCE.

Attorneys shall maintain for the duration of this Agreement professional liability insurance with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit. Attorneys shall

provide Client with written notice of any policy cancellation within two business days of their receipt of such notice. Failure on the part of Attorneys to maintain the insurance as required shall constitute a material breach of contract, upon which Client may, after giving five business days' notice to Attorneys to correct the breach, immediately terminate the contract.

SECTION 8. NOTICES

Notices required pursuant to this Agreement shall be given by personal service upon the party to be notified, or by delivery of same into the custody of the United States Postal Service, or its lawful successor; postage prepaid and addressed as follows:

CLIENT:

Andy Miller, Prosecuting Attorney
Benton County Justice Center
7122 W. Okanogan Place, Bldg A
Kennewick, WA 99336

ATTORNEYS:

Madrona Law Group, PLLC
14205 SE 36th Street, Suite 100
Bellevue, WA 98006

Service of a notice by personal service shall be deemed to have been given as of the date of such personal service. Notice given by deposit with the United States Postal Service shall be deemed to have been given two (2) consecutive business days following the deposit of the same in the custody of said Postal Service. Either party hereto may, from time to time, by written notice to the other, designate a different address or person which shall be substituted for that specified above.

SECTION 9. TERM

A. This Agreement shall be effective upon mutual execution by the parties and shall remain in full force and effect until terminated by either party hereto. Client may discharge Attorneys at any time. Attorneys may withdraw from Client's representation at any time, to the extent permitted by law, and the Rules of Professional Conduct, upon thirty (30) days' notice to Client.

B. In the event of such termination or withdrawal, Client will pay Attorneys professional fees and costs, in accordance with this Agreement, for all work done (and costs incurred) through the date of cessation of legal representation.

SECTION 10. CONFLICTS

Attorneys have no present or contemplated engagements which are adverse to the Client. Attorneys agree that they shall not represent any other client in a matter (either litigation or non-

litigation) in which Attorneys' representation would be adverse the Client. If, in the future, the Client asks Attorneys to represent the Client in a matter that is adverse to another current or former client of Attorneys, Attorneys will determine whether and under what circumstances Attorneys may undertake such representation and, if appropriate, seek informed consent(s) from affected parties.

SECTION 11. GENERAL PROVISIONS.

This Agreement sets forth the entire agreement of the parties. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of the State of Washington. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining portions of this Agreement shall remain in full force and effect and construed so as to best effectuate the original intent and purpose of this Agreement.

BENTON COUNTY

By:_____
Andy Miller, Prosecuting Attorney

Dated:_____

BOARD OF COUNTY COMMISSIONERS

By:_____
Jerome Delvin, District 1

Dated: _____

BOARD OF COUNTY COMMISSIONERS

By:_____
Shon Small, District 2

Dated:_____

BOARD OF COUNTY COMMISSIONERS

By:_____
James Beaver, District 3

Dated:_____

MADRONA LAW GROUP, PLLC

By: _____
Rachel Bender Turpin, Member

Dated:_____

EXHIBIT A

MADRONA LAW GROUP, PLLC

2019-2020 HOURLY RATES

ATTORNEYS:

Eileen M. Keiffer	$270
David A. Linehan	$355
Kim Adams Pratt	$355
Ann Marie J. Soto	$270
Rachel B. Turpin	$270

STAFF:

Paralegal	$150
Legal Assistant	$90
Public Records Processing	$150

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 11, 2020
Subject:	Public Safety Services Contract w/ Boys & Girls Clubs of Benton and Franklin Counties for Kennewick Clubhouse
Presenter:	N/A
Prepared By:	Shyanne Palmus
Reviewed By:	Matt Rasmussen

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☒ Execute Contract

Summary / Background Information

Benton County would like to enter into a personal service agreement with the Boys & Girls Clubs of Benton and Franklin Counties for the Kennewick Clubhouse in the total contract amount of $500,000.00 for the 2021-2022 biennium.

Boys & Girls Club of Benton and Franklin Counties are committed to empowering all young people "to reach their full potential as productive, caring, responsible citizens." Funding from the Benton County Gang and Crime Prevention Initiative would support the Kennewick Clubhouse, which is located in the middle of a neighborhood that is facing many challenges, serving low-income, at-risk students within walking distance of Park Middle School, Kennewick High School, and Amistad Elementary School.

Funding would continue to support resources for staff to provide essential gang and crime prevention services to at-risk youth in the Kennewick area.

Fiscal Impact

This public safety services contract is for the 2021-2022 biennium, in the total contract amount of $500,000.00, to be paid from the Public Safety Sales Tax Fund, Non-Departmental (0148101.115.00000521.320.4103)

Recommendation

Staff recommends approval of this public safety services contract, as previously discussed by the Board of Commissioners on July 14, 2020.

Suggested Motion

N/A

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF SIGNING A PUBLIC SAFETY SERVICES AGREEMENT BETWEEN BENTON COUNTY, WASHINGTON AND BOYS & GIRLS CLUBS OF BENTON AND FRANKLIN COUNTIES

WHEREAS, in August 2014, the voters of Benton County approved Proposition 14-5, a three-tenths of one percent (0.3%) sales and use tax pursuant to RCW 82.14.450 to fund criminal justice and public safety programs in Benton County; and

WHEREAS, funding decisions must fall within the parameters and guidance of the text of voter-approved Proposition 14-5 to "improve public safety and combat criminal gang activity and other crime by hiring additional police officers, corrections officers and prosecutors; continuing the Metro Drug Task Force; funding gang and crime prevention efforts; and funding court and clerk programs including a seventh Superior Court Judge; and drug and mental health courts"; and

WHEREAS, funding gang and crime prevention efforts will improve the quality of life for the residents of Benton County by reducing the incidence of gang-related and other crime in Benton County; and

WHEREAS, during a Special Board Meeting held on July 14, 2020, County staff recommended funding the Boys & Girls Clubs of Benton Franklin Counties Kennewick Clubhouse proposal, in the total contract amount not to exceed $500,000.00 for 2021-2022; **NOW, THEREFORE**

BE IT RESOLVED, the Board hereby concurs with the staff recommendation and approves the 2021-2022 Kennewick Clubhouse public safety services contract, in an amount not to exceed $500,000.00, to be payable to Boys & Girls Clubs of Benton and Franklin Counties as outlined in the service contract; and

BE IT FURTHER RESOLVED, this agreement will start January 1, 2021 and expire December 31, 2022.

Dated this _____ day of _____, 2020.

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Member

Attest: _____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

cc: Auditor; Treasurer; PA-Contract Compliance; Boys & Girls Clubs of Benton and Franklin Counties S. Palmus

BENTON COUNTY
PUBLIC SAFETY 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 (hereinafter "COUNTY"), and **BOYS & GIRLS CLUBS OF BENTON AND FRANKLIN COUNTIES**, a Washington nonprofit corporation, with its principal offices at 2110 W. Henry Street, Pasco, WA 99301-4503.(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 Work;
b. Exhibit B – Kennewick Program Budget; and
c. Exhibit C – Kennewick Clubhouse Program Data & Measurables.

2. DURATION OF CONTRACT

The term of this Contract shall begin on January 1, 2021 and shall expire on December 31, 2022. 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 gang and crime prevention services and programs to low-income, at-risk youth at the Kennewick Clubhouse, which is located within walking distance of Park Middle School, Kennewick High School, and Amistad Elementary School. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Scope of Work", 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 COUNTY.

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.

a. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present monthly status reports in the form of Exhibit C, demonstrating services completed to date, and other information that may be pertinent and necessary, or as requested by the COUNTY.

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:

Name:	Brian Ace
Address:	2110 W. Henry Street Pasco, WA 99301-4503
Phone:	509-543-9980
Email:	brian.ace@greatclubs.org

b. For COUNTY:

Name:	Shyanne Palmus
Address:	7122 W. Okanogan Place, Building A Kennewick, WA 99336
Phone:	509-222-3760
Email:	Shyanne.Palmus@co.benton.wa.us

5. COMPENSATION

a. For the services performed under this Contract, the CONTRACTOR shall be paid for public safety services at the rates set forth in Exhibit B, "Kennewick Program Budget", which is attached hereto and incorporated herein by reference for the time period of January 1, 2021 through December 31, 2022.

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed five-hundred thousand dollars and zero cents ($500,000.00), including W.S.S.T.

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 B, 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 of the invoice.

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

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 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.

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 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 the COUNTY.

7. 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, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTY. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY or its officers, officials, employees, or agents.

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 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. **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 Washington State 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 and employers liability.

   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.

b. **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 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 must provide commercial general liability coverage that does not exclude activities to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 7. 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

c. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any autos owned by the CONTRACTOR (Symbol 1), or if the CONTRACTOR has no owned autos, any 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 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.

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 COUNTY 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 COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.

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. **If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**

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 shall be written on an Occurrence Policy 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.

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

2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTY's Contract Representative referenced in Section 4.

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

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 to the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. TERMINATION

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 ten (10) 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 such 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 COUNTY 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 COUNTY 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 COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this 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.

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 consent of the COUNTY.

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 the 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 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 5 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. The 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 COUNTY'S 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 COUNTY 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 COUNTY upon request, all records relating to the performance of this Contract for six (6) years after Contract termination or expiration.

15. NON-DISCRIMINATION

The CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate against any person in the performance of any services provided hereunder, or condition participation in any program, 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. Furthermore, CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate in the hiring of any employee or volunteer 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. Finally, any and all services provided hereunder shall not be performed for religious purposes.

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

a. All reports, drawings, plans, specifications, forms of electronic media, 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 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 COUNTY upon request and/or at the expiration of the Contract, using the word processing program and version specified by the COUNTY.

17. 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.

18. 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. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions, and decisions of the COUNTY'S 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 COUNTY or acquired by the COUNTY in performance of this Contract, except upon the prior written

consent of the COUNTY or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTY 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 Benton County, Washington.

21. SUCCESSORS AND ASSIGNS

The COUNTY, 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 may also be given via e-mail to the Contract Representatives' e-mail addresses identified in Section 4 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.

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); 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 COUNTY learns 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 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 required by Section 14 of this Contract.

27. PUBLIC RECORDS ACT

The CONTRACTOR hereby acknowledges that the COUNTY is 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 COUNTY 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 COUNTY that it regards as confidential or proprietary, CONTRACTOR agrees to conspicuously mark the records as such. The 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. The COUNTY 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.

- 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 January 1, 2021.

Dated: _____

FOR: BENTON COUNTY

_____
Chairman

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

Approved as to Form

_____
Civil Deputy Prosecuting Attorney

Dated: JULY 27th, 2020

FOR: BOYS & GIRLS CLUBS OF BENTON AND FRANKLIN COUNTIES

_____
Signature

Executive Director
Title:

Brian Ace
Print Name

KENNEWICK CLUBHOUSE SCOPE OF WORK: 2021-2022

BOYS & GIRLS CLUBS
OF BENTON AND FRANKLIN
COUNTIES

Exhibit A: Scope of Work

The Kennewick Clubhouse is a 23,000 sq. ft. youth facility located at the corner of 7th and Jean street near downtown Kennewick. This Clubhouse intentionally operates in at-risk neighborhood where there is a great need for positive afterschool programming. In a ten-block area located near Park Middle School, more than 1,000 school-age children and teens live in thirteen Section 8 apartment complexes and surrounding homes. This neighborhood is the most diverse in our community, with more than 75% of residents being of color and over 20 different languages spoken The Kennewick Clubhouses is open to all youth ages 6-18 years. Membership rates are $20 per year for grade school youth and free for teens removing any financial barrier associated with accessing programs.

Children and teens are able to access the Club daily after school and during school breaks. The Kennewick Clubhouse offers age appropriate programming based upon our priority outcomes of academic success, healthy lifestyles and good character and citizenship. Programs are coordinated by trained, professional staff and mentors.

Boys & Girls Clubs are the opposite of a gang, though we provide many of the benefits that gang members are searching for. At the Club, we provide youth a sense of belonging, usefulness, influence, and competence. This is our Youth Development Strategy. Criminal street gangs provide these same opportunities to youth, but in a way that damages the framework of our society rather than building it up. The Kennewick Clubhouse is a place where youth find a place to belong and make friends. It is a place where children, teens, and their families can rest assured knowing they are safe and protected.

Our Clubs have a history of changing the trajectory of at-risk youth by engaging them in impactful and empowering programs. The Boys & Girls Club is a lot more than a safe, supervised location, though that is an important part of who we are. We do not just want to provide Kennewick youth with a place to go – we also want to encourage them to grow and flourish in life. When children and teens visit our Kennewick Clubhouse, they are provided with the tools and relationships needed to excel academically, lead a healthy life and grow into a productive and caring citizen.

Exhibit B: Kennewick Program Budget

Item		Description	per week	per year	2021-2022 Total	PSST Request 2021-2022
Personnel Expenses						
	Executive Director	1 hour per week x $50 per hour	$ 50.00	$ 2,600.00	$ 5,200.00	$ 3,900.00
	Director of Program Operations	2 hours per week x $35 per hour	$ 70.00	$ 3,640.00	$ 7,280.00	$ 5,460.00
	Director of Development	1 hour per week x $35 per hour	$ 35.00	$ 1,820.00	$ 3,640.00	$ 2,730.00
	Director of Finance	1 hour per week X $35 per hour	$ 35.00	$ 1,820.00	$ 3,640.00	$ 2,730.00
	Branch & Program Director	Administrative oversight 40 hrs per week x $30 per hour	$ 1,200.00	$ 62,400.00	$ 124,800.00	$ 106,080.00
	Athletic Director	Planning, preparing, & implementing programs 20 hrs per week x $25 per hour	$ 500.00	$ 26,000.00	$ 52,000.00	$ 44,200.00
	Teen Coordinator	Planning, preparing, & implementing programs 40 hrs per week x $20 per hour	$ 800.00	$ 41,600.00	$ 83,200.00	$ 70,720.00
	Program Support Staff	200 hrs per week x $14.5 per hour	$ 2,900.00	$ 150,800.00	$ 301,600.00	$ 264,180.00
		Subtotal:	$ 5,590.00	$ 290,680.00	$ 581,360.00	$ 500,000.00
	Benefit Allocation	15% (PT and FT average)	$ 838.50	$ 43,602.00	$ 87,204.00	
		Total Personnel Expenses:	**$ 6,428.50**	**$ 334,282.00**	**$ 668,564.00**	**$ 500,000.00**
Supplies						
	Program Supplies	Average of $1,000 per month x 12 months to run a variety of programs		$ 12,000.00	$ 24,000.00	
	Participation incentives	$250 per month x 12 months		$ 3,000.00	$ 6,000.00	
	Teen Late Nights	$250 per event x 24 events per year		$ 6,000.00	$ 12,000.00	
	Food for Programs	snacks and dinner		$ 90,000.00	$ 180,000.00	
	Office & Janitorial Supplies	$500 per month		$ 6,000.00	$ 12,000.00	
		Supply Expenses:		**$ 117,000.00**	**$ 234,000.00**	
Other						
	Furniture	Furniture for program spaces		$ 5,000.00	$ 10,000.00	
	Field Trip Expense	Experiential learning opportunities		$ 6,000.00	$ 12,000.00	
	Fuel for Field Trips	$100 per month x 12 months		$ 1,200.00	$ 2,400.00	
	Vehicle Maintenance	Maintenance of Club Van		$ 2,000.00	$ 4,000.00	
	Staff Training	Staff development and program training		$ 5,000.00	$ 10,000.00	
	Outreach Materials	"The Club" outreach including lanyards, pens, shirts, pop-sockets		$ 1,000.00	$ 2,000.00	
	Program Curriculum	Prevention program curriculum and various sets from Boys & Girls Clubs of America		$ 1,500.00	$ 3,000.00	
	Utilities & Maintenance	Monthly utilities $5,000 per month x 12 months		$ 60,000.00	$ 120,000.00	
	Printing and Postage	$250 per month x 12 months		$ 3,000.00	$ 6,000.00	
		Other Expenses:		**$ 84,700.00**	**$ 169,400.00**	
		Expense Total:		**$ 535,982.00**	**$ 1,071,964.00**	**$ 500,000.00**

The Boys & Girls Clubs of Benton and Franklin Counties appreciates the consideration of a $500,000 investment in the Kennewick Program. An investment of $500,000 will support 47% of the total cost of program implementation and operation at the Kennewick Boys & Girls Club.

BOYS & GIRLS CLUBS
OF BENTON AND FRANKLIN
COUNTIES

EXHIBIT C: KENNEWICK CLUBHOUSE PROGRAM DATA & MEASURABLES:

2021-2022

MEASURABLES 2021	MEASURABLES 2022
Maintain no fewer than 100 active teen members through 12/31/2021.	Maintain no fewer than 100 active teen members through 12/31/2022.
Maintain an enrollment of no less than 250 grade school youth through 12/31/2021.	Maintain an enrollment of no less than 250 grade school youth through 12/31/2022.
Maintain an average daily attendance of at least 30 teens and 100 grade school youth per day during school year program months.	Maintain an average daily attendance of at least 30 teens and 100 grade school youth per day during school year program months.
Teen members attend the Club at least 2 days per week, on average, during school year and elementary youth 3 days per week on average.	Teen members attend the Club at least 2 days per week, on average, during school year and elementary youth 3 days per week on average.
65 teens will participate in special events or community outreach activities each year	65 teens will participate in special events or community outreach activities each year
Ensure 200 volunteer hours are completed by teens each calendar year	Ensure 200 volunteer hours are completed by teens each calendar year

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 11, 2020
Subject:	Public Safety Services Contract w/ Boys & Girls Clubs of Benton and Franklin Counties for Prosser Clubhouse
Presenter:	N/A
Prepared By:	Shyanne Palmus
Reviewed By:	Matt Rasmussen

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☒ Execute Contract

Summary / Background Information

Benton County would like to enter into a personal service agreement with the Boys & Girls Clubs of Benton and Franklin Counties for the Prosser Clubhouse in the total contract amount of $200,000.00 for the 2021-2022 biennium.

Boys & Girls Club of Benton and Franklin Counties are committed to empowering all young people "to reach their full potential as productive, caring, responsible citizens." Funding from the Benton County Gang and Crime Prevention Initiative would support the Prosser Clubhouse, which provides support to low-income, at-risk youth throughout the Prosser community to increase youth graduation, academic performance, and attendance while reducing gang involvement or potential gang involvement.

Funding would continue to support resources for staff to provide essential gang and crime prevention services to at-risk youth in the Prosser area.

Fiscal Impact

This public safety services contract is for the 2021-2022 biennium, in the total contract amount of $200,000.00, to be paid from the Public Safety Sales Tax Fund, Non-Departmental (0148101.115.00000521.320.4103)

Recommendation

Staff recommends approval of this public safety services contract, as previously discussed by the Board of Commissioners on July 14, 2020.

Suggested Motion

N/A

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF SIGNING A PUBLIC SAFETY SERVICES AGREEMENT BETWEEN BENTON COUNTY, WASHINGTON AND BOYS & GIRLS CLUBS OF BENTON AND FRANKLIN COUNTIES

WHEREAS, in August 2014, the voters of Benton County approved Proposition 14-5, a three-tenths of one percent (0.3%) sales and use tax pursuant to RCW 82.14.450 to fund criminal justice and public safety programs in Benton County; and

WHEREAS, funding decisions must fall within the parameters and guidance of the text of voter-approved Proposition 14-5 to "improve public safety and combat criminal gang activity and other crime by hiring additional police officers, corrections officers and prosecutors; continuing the Metro Drug Task Force; funding gang and crime prevention efforts; and funding court and clerk programs including a seventh Superior Court Judge; and drug and mental health courts"; and

WHEREAS, funding gang and crime prevention efforts will improve the quality of life for the residents of Benton County by reducing the incidence of gang-related and other crime in Benton County; and

WHEREAS, during a Special Board Meeting held on July 14, 2020, County staff recommended funding the Boys & Girls Clubs of Benton Franklin Counties Prosser Clubhouse proposal, in the total contract amount not to exceed $200,000.00 for 2021-2022; **NOW, THEREFORE**

BE IT RESOLVED, the Board hereby concurs with the staff recommendation and approves the 2021-2022 Prosser Clubhouse public safety services contract, in an amount not to exceed $200,000.00, to be payable to Boys & Girls Clubs of Benton and Franklin Counties as outlined in the service contract; and

BE IT FURTHER RESOLVED, this agreement will start January 1, 2021 and expire December 31, 2022.

Dated this _____ day of _____, 2020.

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Member

Attest: _____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

cc: Auditor; Treasurer; PA-Contract Compliance; Boys & Girls Clubs of Benton and Franklin Counties S. Palmus

BENTON COUNTY
PUBLIC SAFETY 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 (hereinafter "COUNTY"), and **BOYS & GIRLS CLUBS OF BENTON AND FRANKLIN COUNTIES**, a Washington nonprofit corporation, with its principal offices at 2110 W. Henry Street, Pasco, WA 99301-4503.(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 Work;
b. Exhibit B – Prosser Program Budget; and
c. Exhibit C – Prosser Clubhouse Program Data & Measurables.

2. DURATION OF CONTRACT

The term of this Contract shall begin on January 1, 2021 and shall expire on December 31, 2022. 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 gang and crime prevention programs and support to low-income, at-risk youth throughout the Prosser community to increase youth graduation, academic performance, and attendance while reducing gang involvement or potential gang involvement. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Scope of Work", 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 COUNTY.

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.

a. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present monthly status reports in the form of Exhibit C, demonstrating services completed to date, and other information that may be pertinent and necessary, or as requested by the COUNTY.

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:

Name:	Brian Ace
Address:	2110 W. Henry Street Pasco, WA 99301-4503
Phone:	509-543-9980
Email:	brian.ace@greatclubs.org

b. For COUNTY:

Name:	Shyanne Palmus
Address:	7122 W. Okanogan Place, Building A Kennewick, WA 99336
Phone:	509-222-3760
Email:	Shyanne.Palmus@co.benton.wa.us

5. COMPENSATION

a. For the services performed under this Contract, the CONTRACTOR shall be paid for public safety services at the rates set forth in Exhibit B, "Prosser Program Budget", which is attached hereto and incorporated herein by reference for the time period of January 1, 2021 through December 31, 2022.

b. The maximum total amount payable by the COUNTY to the

CONTRACTOR under this Contract shall not exceed two-hundred thousand dollars and zero cents ($200,000.00) including W.S.S.T.

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 B, 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 of the invoice.

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

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 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.

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 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 the COUNTY.

7. 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, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTY. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY or its officers, officials, employees, or agents.

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 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. **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 Washington State 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 and employers liability.

   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.

b. **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 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 must provide commercial general liability coverage that does not exclude activities to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 7. 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

c. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any autos owned by the CONTRACTOR (Symbol 1), or if the CONTRACTOR has no owned autos, any 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 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.

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 COUNTY 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 COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.

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. **If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**

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 shall be written on an Occurrence Policy 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.

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

2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTY's Contract Representative referenced in Section 4.

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

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 to the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. TERMINATION

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 ten (10) 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 such 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 COUNTY 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 COUNTY 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 COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this 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.

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 consent of the COUNTY.

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 the 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 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 5 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. The 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 COUNTY'S 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 COUNTY 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 COUNTY upon request, all records relating to the performance of this Contract for six (6) years after Contract termination or expiration.

15. NON-DISCRIMINATION

The CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate against any person in the performance of any services provided hereunder, or condition participation in any program, 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. Furthermore, CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate in the hiring of any employee or volunteer 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. Finally, any and all services provided hereunder shall not be performed for religious purposes.

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

a. All reports, drawings, plans, specifications, forms of electronic media, 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 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 COUNTY upon request and/or at the expiration of the Contract, using the word processing program and version specified by the COUNTY.

17. 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.

18. 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. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions, and decisions of the COUNTY'S 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 COUNTY or acquired by the COUNTY in performance of this Contract, except upon the prior written consent of the COUNTY or an order entered by a court of competent

jurisdiction. The CONTRACTOR shall promptly give the COUNTY 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 Benton County, Washington.

21. SUCCESSORS AND ASSIGNS

The COUNTY, 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 may also be given via e-mail to the Contract Representatives' e-mail addresses identified in Section 4 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.

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); 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 COUNTY learns 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 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 required by Section 14 of this Contract.

27. PUBLIC RECORDS ACT

The CONTRACTOR hereby acknowledges that the COUNTY is 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 COUNTY 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 COUNTY that it regards as confidential or proprietary, CONTRACTOR agrees to conspicuously mark the records as such. The 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. The COUNTY 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.

- 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 January 1, 2021.

Dated: _____

FOR: BENTON COUNTY

_____
Chairman

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

Approved as to Form

_____
Civil Deputy Prosecuting Attorney

Dated: JULY 27th, 2020

FOR: BOYS & GIRLS CLUBS OF BENTON AND FRANKLIN COUNTIES

_____
Signature

Executive Director
Title:

Brian Ace
Print Name

PROSSER CLUBHOUSE: 2021-2022

Exhibit A: Scope of Work

BOYS & GIRLS CLUBS
OF BENTON AND FRANKLIN
COUNTIES

Our Clubs are committed to serving all youth, especially those who need us most. For the past 10 years, we have been positively impacting the lives of children and families in Prosser through Boys & Girls Club programs. The Prosser Boys & Girls Club is the only non-sports based youth service organization serving children and teens in the community, and our programs are more important than ever. According to the Prosser Police Department, 27% of the total criminal offenses committed in 2019 were related to drugs and 20% were related to vandalism and destruction of property. Youth living in families and communities where substance use is prevalent are more likely to adopt risky behaviors into adulthood. This creates a self-perpetuating cycle of poor outcomes that can be transferred to the next generation of youth.

However, there is hope. With Benton County's help, Boys & Girls Club can be part of the solution to break this cycle of crime by improving the outcomes of the youth in our community. Through the expansion of regular programs into areas that don't have them, and by intentionally connecting more kids to the opportunities that already exist, we can make an even greater impact across our community. The Prosser Clubhouse is open to all youth ages 6-18 years. Membership rates are $20 per year for grade school youth and free for teens removing any financial barrier associated with accessing programs.

Children and teens are able to access the Club daily after school and during school breaks. The Prosser Clubhouse offers age appropriate programming based upon our priority outcomes of academic success, healthy lifestyles and good character and citizenship. Programs are coordinated by trained, professional staff and mentors. The Prosser Club also has a dedicated Teen Center in a building located adjacent to Prosser High School.

Boys & Girls Clubs are the opposite of a gang, though we provide many of the benefits that gang members are searching for. At the Club, we provide youth a sense of belonging, usefulness, influence, and competence. This is our Youth Development Strategy. Criminal street gangs provide these same opportunities to youth, but in a way that damages the framework of our society rather than building it up. The Prosser Clubhouse is a place where youth find a place to belong and make friends. It is a place where children, teens, and their families can rest assured knowing they are safe and protected.

Our Clubs have a history of changing the trajectory of at-risk youth by engaging them in impactful and empowering programs. The Boys & Girls Club is a lot more than a safe, supervised location, though that is an important part of who we are. We do not just want to provide Prosser youth with a place to go – we also want to encourage them to grow and flourish in life. When children and teens visit our Prosser, they are provided with the tools and relationships needed to excel academically, lead a healthy life and grow into a productive and caring citizen.

Exhibit B: Prosser Program Budget

Item		Description	per week	per year	2021-2022 Total	PSST Request 2021-2022
Personnel Expenses						
	Executive Director	1 hour per week x $50 per hour	$ 50.00	$ 2,600.00	$ 5,200.00	$ 2,600.00
	Director of Program Operations	2 hours per week x $35 per hour	$ 70.00	$ 3,640.00	$ 7,280.00	$ 3,640.00
	Director of Development	1 hour per week x $30 per hour	$ 30.00	$ 1,560.00	$ 3,120.00	$ 1,560.00
	Director of Finance	1 hour per week X $30 per hour	$ 30.00	$ 1,560.00	$ 3,120.00	$ 1,560.00
	Branch & Program Director	Administrative oversight 40 hrs per week x $25 per hour	$ 1,000.00	$ 52,000.00	$ 104,000.00	$ 83,200.00
	Teen Coordinator	Planning, preparing, & implementing programs 40 hrs per week x $17 per hour	$ 680.00	$ 35,360.00	$ 70,720.00	$ 56,576.00
	Program Support Staff	40 hrs per week x $14 per hour	$ 560.00	$ 29,120.00	$ 58,240.00	$ 50,864.00
		Subtotal:	$ 2,420.00	$ 125,840.00	$ 251,680.00	$ 200,000.00
	Benefit Allocation	15% (PT and FT average)	$ 363.00	$ 18,876.00	$ 37,752.00	
		Total Personnel Expenses:	**$ 2,783.00**	**$ 144,716.00**	**$ 289,432.00**	**$ 200,000.00**
Supplies						
	Program Supplies	Average of $500 per month x 12 months to run a variety of programs		$ 6,000.00	$ 12,000.00	
	Participation incentives	$100 per month x 12 months		$ 1,200.00	$ 2,400.00	
	Bus Passes	30 bus passes for teens to get to Club		$ 750.00	$ 1,500.00	
	Teen Late Nights	$200 per event x 24 events per year		$ 4,800.00	$ 9,600.00	
	Snacks	30 Youth per month X $1.50 X 250 days		$ 11,250.00	$ 22,500.00	
	Office & Janitorial Supplies	$200 per month		$ 2,400.00	$ 4,800.00	
		Supply Expenses:		**$ 26,400.00**	**$ 52,800.00**	
Other						
	Furniture	Furniture for program spaces		$ 1,500.00	$ 3,000.00	
	Field Trip Expense	Experiental learning opportunities		$ 4,000.00	$ 8,000.00	
	Fuel for Field Trips	$40 per month x 12 months		$ 480.00	$ 960.00	
	Vehicle Maintenance	Maintenance of Prosser Club Van		$ 300.00	$ 600.00	
	Staff Training	Staff development and program training		$ 1,500.00	$ 3,000.00	
	Outreach Materials	"The Club" outreach including lanyards, pens, shirts, pop-sockets		$ 500.00	$ 1,000.00	
	Program Curriculum	Prevention program curriculum and various sets from Boys & Girls Clubs of America		$ 1,500.00	$ 3,000.00	
	Utilities	Monthly utilities $700 per month x 12 months		$ 8,400.00	$ 16,800.00	
	Printing and Postage	$10 per month x 12 months		$ 120.00	$ 240.00	
		Other Expenses:		**$ 18,300.00**	**$ 36,600.00**	
		Expense Total:		**$ 189,416.00**	**$ 378,832.00**	**$ 200,000.00**

The Boys & Girls Clubs of Benton and Franklin Counties appreciates the consideration of a $200,000 investment in the Prosser program. An investment of $200,000 will support 53% of the total cost of program implementation and operation at the Prosser Boys & Girls Club.

BOYS & GIRLS CLUBS
OF BENTON AND FRANKLIN
COUNTIES

EXHIBIT C: PROSSER CLUBHOUSE PROGRAM DATA & MEASURABLES:

2021-2022

MEASURABLES 2021	MEASURABLES 2022
Maintain no fewer than 75 active teen members through 12/31/2021.	Maintain no fewer than 75 active teen members through 12/31/2022.
Maintain an enrollment of no less than 95 grade school youth through 12/31/2021.	Maintain an enrollment of no less than 95 grade school youth through 12/31/2022.
Maintain an average daily attendance of at least 25 teens and 80 grade school youth per day during school year program months.	Maintain an average daily attendance of at least 25 teens and 80 grade school youth per day during school year program months.
Teen members attend the Club at least 2 days per week, on average, during school year and elementary youth 3 days per week on average.	Teen members attend the Club at least 2 days per week, on average, during school year and elementary youth 3 days per week on average.
50 teens will participate in special events or community outreach activities each year.	50 teens will participate in special events or community outreach activities each year.
Ensure 200 volunteer hours are completed by teens each calendar year.	Ensure 200 volunteer hours are completed by teens each calendar year.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 11, 2020
Subject:	Public Safety Services Contract w/ Kiona-Benton City School District for Kiona-Benton Crime Prevention Program
Presenter:	N/A
Prepared By:	Shyanne Palmus
Reviewed By:	Matt Rasmussen

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☒ Execute Contract

Summary / Background Information

Benton County would like to enter into a personal service agreement with Kiona-Benton City School District for the Kiona-Benton Crime Prevention Program in the total contract amount of $76,000.00 for the 2021-2022 biennium.

The Kiona-Benton Crime Prevention Program (KBCPP) seeks to reduce and eventually eliminate gang and other criminal activity for young people age 14-21 in the Benton City area of Benton County. Specifically, the project will target young people who have dropped out of public school or who are in danger of dropping out of school and connect them with an advocate to help them access necessary mental or medical health, educational, vocational resources so they can become a productive adult.

Funding would continue support resources for staff, supplies, and training for the Crime Prevention Program.

Fiscal Impact

This public safety services contract is for the 2021-2022 biennium, in the total contract amount of $76,000.00, to be paid from the Public Safety Sales Tax Fund, Non-Departmental (0148101.115.00000521.320.4103)

Recommendation

Staff recommends approval of this public safety services contract, as previously discussed by the Board of Commissioners on July 14, 2020.

Suggested Motion

N/A

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF SIGNING A PUBLIC SAFETY SERVICES AGREEMENT BETWEEN BENTON COUNTY, WASHINGTON AND KIONA-BENTON CITY SCHOOL DISTRICT

WHEREAS, in August 2014, the voters of Benton County approved Proposition 14-5, a three-tenths of one percent (0.3%) sales and use tax pursuant to RCW 82.14.450 to fund criminal justice and public safety programs in Benton County; and

WHEREAS, funding decisions must fall within the parameters and guidance of the text of voter-approved Proposition 14-5 to "improve public safety and combat criminal gang activity and other crime by hiring additional police officers, corrections officers and prosecutors; continuing the Metro Drug Task Force; funding gang and crime prevention efforts; and funding court and clerk programs including a seventh Superior Court Judge; and drug and mental health courts"; and

WHEREAS, funding gang and crime prevention efforts will improve the quality of life for the residents of Benton County by reducing the incidence of gang-related and other crime in Benton County; and

WHEREAS, during a Special Board Meeting held on July 14, 2020, County staff recommended funding the Kiona-Benton City School District proposal, in the total contract amount not to exceed $76,000.00 for 2021-2022; **NOW, THEREFORE**

BE IT RESOLVED, the Board hereby concurs with the staff recommendation and approves the 2021-2022 Kiona-Benton Crime Prevention Program public safety services contract, in an amount not to exceed $76,000.00, to be payable to Kiona-Benton City School District as outlined in the service contract; and

BE IT FURTHER RESOLVED, this agreement will start January 1, 2021 and expire December 31, 2022.

Dated this _____ day of _____, 2020.

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Member

Attest: _____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

cc: Auditor; Treasurer; PA-Contract Compliance; Kiona-Benton City School District S. Palmus

BENTON COUNTY
PUBLIC SAFETY 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 (hereinafter "COUNTY"), and **KIONA-BENTON CITY SCHOOL DISTRICT,** with its principal offices at 1105 Dale Avenue, Benton City, WA 99320.(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 – Kiona-Benton Crime Prevention Scope of Work;
b. Exhibit B – 2021-2022 Program Budget; and
c. Exhibit C – Kiona-Benton Crime Prevention Measurables.

2. DURATION OF CONTRACT

The term of this Contract shall begin on January 1, 2021 and shall expire on December 31, 2022. 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 crime prevention services to seek and eventually eliminate gang and other criminal activity for young people age 14-21 in the Benton City area of Benton County. Specifically, the program will target youth who have dropped out of public school or who are in danger of dropping out of school and connect them with necessary medical, mental health, educational, and vocational resources. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Kiona-Benton Crime Prevention Scope of Work", 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 COUNTY.

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.

a. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present monthly status reports in the form of Exhibit C, demonstrating services completed to date, and other information that may be pertinent and necessary, or as requested by the COUNTY.

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:

Name:	Wade Haun
Address:	1105 Dale Avenue Benton City, WA 99320
Phone:	509-588-2000
Email:	Wade.Haun@kibesd.org

b. For COUNTY:

Name:	Shyanne Palmus
Address:	7122 W. Okanogan Place, Building A Kennewick, WA 99336
Phone:	509-222-3760
Email:	Shyanne.Palmus@co.benton.wa.us

5. COMPENSATION

a. For the services performed under this Contract, the CONTRACTOR shall be paid for public safety services at the rates set forth in Exhibit B, "2021-2022 Program Budget", which is attached hereto and incorporated herein by reference

for the time period of January 1, 2021 through December 31, 2022.

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed seventy-six thousand dollars and zero cents ($76,000.00), including W.S.S.T.

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 B, 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 of the invoice.

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

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 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.

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 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 the COUNTY.

7. 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, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTY. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY or its officers, officials, employees, or agents.

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 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. **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 Washington State 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 and employers liability.

   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.

b. **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 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 must provide commercial general liability coverage that does not exclude activities to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 7. 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

c. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any autos owned by the CONTRACTOR (Symbol 1), or if the CONTRACTOR has no owned autos, any 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 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.

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 COUNTY 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 COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.

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. **If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**

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 shall be written on an Occurrence Policy 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.

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 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 Auto Liability and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or cancelled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY and its elected or appointed officials, employees,

and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.

2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTY's Contract Representative referenced in Section 4.

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

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 to the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. TERMINATION

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 ten (10) 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 such 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 COUNTY 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 COUNTY 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 COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this 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.

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 consent of the COUNTY.

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 the 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 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 5 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. The 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 COUNTY'S 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 COUNTY 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 COUNTY upon request, all records relating to the performance of this Contract for six (6) years after Contract termination or expiration.

15. NON-DISCRIMINATION

The CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate against any person in the performance of any services provided hereunder, or condition participation in any program, 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. Furthermore, CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate in the hiring of any employee or volunteer 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. Finally, any and all services provided hereunder shall not be performed for religious purposes.

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

a. All reports, drawings, plans, specifications, forms of electronic media, 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 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 COUNTY upon request and/or at the expiration of the Contract, using the word processing program and version specified by the COUNTY.

17. 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.

18. 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. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions, and decisions of the COUNTY'S 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 COUNTY or acquired by the COUNTY in performance of this Contract, except upon the prior written consent of the COUNTY or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTY 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 Benton County, Washington.

21. SUCCESSORS AND ASSIGNS

The COUNTY, 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 may also be given via e-mail to the Contract Representatives' e-mail addresses identified in Section 4 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.

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); 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 COUNTY learns 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 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 required by Section 14 of this Contract.

27. PUBLIC RECORDS ACT

The CONTRACTOR hereby acknowledges that the COUNTY is 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 COUNTY 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 COUNTY that it regards as confidential or proprietary, CONTRACTOR agrees to conspicuously mark the records as such. The 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. The COUNTY 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.

- 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 January 1, 2021.

Dated: _____

FOR: BENTON COUNTY

_____
Chairman

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

Approved as to Form

_____
Civil ~~Deputy~~ Prosecuting Attorney

Dated: 7-27-20

FOR: KIONA-BENTON CITY SCHOOL DISTRICT

Wade Haun
Signature

Director of Federal Programs
Title:

Wade Haun
Print Name

EXHIBIT A
KIONA-BENTON CRIME PREVENTION
SCOPE OF WORK

The purpose for this project is simply to help keep young people engaged in progressing toward becoming productive adults instead of taking situational detours that can get them and our community in trouble.

The Kiona-Benton Crime Prevention Program (KBCPP) seeks to reduce and eventually eliminate gang and other criminal activity for young people age 14-21 in the Benton City area of Benton County. Specifically, the project will target young people who have dropped out of public school or who are in danger of dropping out of school and connect them with an advocate to help them access necessary mental or medical health, educational, vocational resources so they can become a productive adult. We believe that bridging this gap for our at-risk youth will prevent them from participating in gang and other criminal activities.

Studies have shown, building relationships with students is one of the strongest ways to improve student learning and keep them engaged in their education. Students want to know someone cares about them. Using this as a foundation for supporting our students, they know there is a trusted adult who can help them navigate their daily lives and provide problem solving solutions to keep them in school. Our specialist makes a difference by helping to keep students on track academically and socially to become better able to handle life. We have seen our graduation rates go up, our discipline rates go down and our drop out rate plummet in large part because of this program. This program keeps students in school by providing the supports they need to be become productive adults. The students find a sense of purpose, stay out of trouble and stay connected to school. The parenting classes help parents support their child's education, shows parents how to be involved in school and gives them the tools to become better parents for their kids.

Exhibit B

2021-2022 Program Budget

Activity for 2021	Salary	Benefits	Materials	Services	Description
Director of Student Support	$3,000.00	$850.00			Leverage fund - provided by district
Facility costs				$3,000.00	Leverage fund - provided by district
Payroll processing costs				$300.00	Leverage fund - provided by district
Site Coordinator Training				$1,000.00	Leverage fund - provided by district
Total Leverage Fund provided by District	**$8,150.00**				
2021 KBCPP Student Support Spec	$12,000.00	$4,800.00			Requested from Grant
2021 Grant Manager	$8,000.00	$3,200.00			Requested from Grant
Equipment and Supplies			$5,000.00		Requested from Grant
Parenting Class Cost				$5,000.00	Requested from Grant
Total Funding Request from Grant for (2021)	**$38,000.00**	(January - December 2021)			
Activity for 2022	**Salary**	**Benefits**	**Materials**	**Services**	**Description**
Director of Student Support	$3,000.00	$850.00			Leverage fund - provided by district
Facility costs				$3,000.00	Leverage fund - provided by district
Payroll processing costs				$300.00	Leverage fund - provided by district
Site Coordinator Training				$1,000.00	Leverage fund - provided by district
Total Leverage Fund provided by District	**$8,150.00**				
2022 KBCPP Student Support Spec	$12,000.00	$4,800.00			Requested from Grant
2022 Grant Manager	$8,000.00	$3,200.00			Requested from Grant
Equipment and Supplies			$5,000.00		Requested from Grant
Parenting Class Cost				$5,000.00	Requested from Grant
Total Funding Request from Grant for (2022)	**$38,000.00**	(January - December 2022)			

Note: Part of the Site Coordinator's job description will be to seek out additional partnership opportunties for no cost or low cost to add value to our KBCPP program.

Exhibit C: Kiona-Benton Crime Prevention Measurables

Kiona-Benton City School District
1105 Dale Ave.
Benton City, WA 99320

PROJECT SUMMARY		
REPORT DATE	**PROJECT NAME**	**PREPARED BY**
	Kiona-Benton Crime Prevention Program	Wade Haun

STATUS SUMMARY

MEASURABLES	PROGRESS TO DATE
Working with at least 10 students on a daily basis.	
5 students retained or re-engaged in school without intervention this month.	
10 students attending special after school programs or activities each month.	
Student Services Team meetings organized. With 5 participants at each meeting.	
Provided 5 students each month with non-academic support to stay enrolled in school.	
Helped student enroll in Open Doors option to obtain GED through ESD 123.	
Make at least 20 home visits and parent contacts each month.	
Conduct 2 “Strong Families” programs during the school year.	

BUDGET OVERVIEW				
	TOTAL 2020-2021 BUDGET	**MONTHLY INVOICE**	**TOTAL INVOICED**	**REMAINING BUDGET**
Kiona-Benton Crime Prevention Program	$76,000.00			

_____ _____

Signature Date

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 11, 2020
Subject:	Public Safety Services Contract w/ Partners for Early Learning for Building Resilience Through Family Support Program
Presenter:	N/A
Prepared By:	Shyanne Palmus
Reviewed By:	Matt Rasmussen

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☒ Execute Contract

Summary / Background Information

Benton County would like to enter into a personal service agreement Partners for Early Learning for Building Resilience Through Family Support Program in the total contract amount of $292,544.00 for the 2021-2022 biennium.

The Building Resilience Through Family Support Program is a direct service program to economically and emotionally challenged families with children ages birth-kindergarten in Richland and Kennewick School Districts. Rigorous evaluation of high-quality home visiting programs has also shown positive impact on reducing incidences of child abuse and neglect, improvement in birth outcomes such as decreased pre-term births and low-birthweight babies, improved school readiness for children, decreased gang participation and incarceration and increased high school graduation rates for families participating in the program. Cost-benefit analyses show that high quality home visiting programs offer returns on investment ranging from $1.75 to $5.70 for every dollar spent due to reduced costs of child protection, K-12 special education and grade retention, and criminal justice expenses.

Funding would continue support resources for staff, supplies, overhead for the program.

Fiscal Impact

This public safety services contract is for the 2021-2022 biennium, in the total contract amount of $292,544.00, to be paid from the Public Safety Sales Tax Fund, Non-Departmental (0148101.115.00000521.320.4103)

Recommendation

Staff recommends approval of this public safety services contract, as previously discussed by the Board of Commissioners on July 14, 2020.

Suggested Motion

N/A

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF SIGNING A PUBLIC SAFETY SERVICES AGREEMENT BETWEEN BENTON COUNTY, WASHINGTON AND PARTNERS FOR EARLY LEARNING

WHEREAS, in August 2014, the voters of Benton County approved Proposition 14-5, a three-tenths of one percent (0.3%) sales and use tax pursuant to RCW 82.14.450 to fund criminal justice and public safety programs in Benton County; and

WHEREAS, funding decisions must fall within the parameters and guidance of the text of voter-approved Proposition 14-5 to "improve public safety and combat criminal gang activity and other crime by hiring additional police officers, corrections officers and prosecutors; continuing the Metro Drug Task Force; funding gang and crime prevention efforts; and funding court and clerk programs including a seventh Superior Court Judge; and drug and mental health courts"; and

WHEREAS, funding gang and crime prevention efforts will improve the quality of life for the residents of Benton County by reducing the incidence of gang-related and other crime in Benton County; and

WHEREAS, during a Special Board Meeting held on July 14, 2020, County staff recommended funding the Partners for Early Learning proposal, in the total contract amount not to exceed $292,544.00 for 2021-2022; **NOW, THEREFORE**

BE IT RESOLVED, the Board hereby concurs with the staff recommendation and approves the 2021-2022 Building Resilience Through Family Support Program public safety services contract, in an amount not to exceed $292,544.00, to be payable to Partners for Early Learning as outlined in the service contract; and

BE IT FURTHER RESOLVED, this agreement will start January 1, 2021 and expire December 31, 2022.

Dated this _____ day of _____, 2020.

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Member

Attest: _____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

cc: Auditor; Treasurer; PA-Contract Compliance; Partners for Early Learning S. Palmus

BENTON COUNTY
PUBLIC SAFETY 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 (hereinafter "COUNTY"), and **PARTNERS FOR EARLY LEARNING**, a Washington nonprofit corporation, with its principal offices at 1777 Terminal Drive, Richland, WA 99354-4952.(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 Work;
b. Exhibit B – 2021-2022 Program Budget; and
c. Exhibit C – Measurables.

2. DURATION OF CONTRACT

The term of this Contract shall begin on January 1, 2021 and shall expire on December 31, 2022. 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 direct services to economically and emotionally challenged families with children ages birth-kindergarten in Richland and Kennewick School Districts. Rigorous evaluation of high-quality home visiting programs has also shown positive impact on reducing incidences of child abuse and neglect, improvement in birth outcomes such as decreased pre-term births and low-birthweight babies, improved school readiness for children, decreased gang participation and incarceration and increased high school graduation rates for families participating in the program.

b. A detailed description of the services to be performed by the

CONTRACTOR is set forth in Exhibit A, "Scope of Work", which is attached hereto and incorporated herein by reference.

c. 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 COUNTY.

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

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

a. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present monthly status reports in the form of Exhibit C, demonstrating services completed to date, and other information that may be pertinent and necessary, or as requested by the COUNTY.

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:

Name:	Phyllis Ferguson
Address:	1777 Terminal Drive Richland, WA 99354-4952
Phone:	509-366-5306
Email:	phyllis@partnersforearlylearning.org

b. For COUNTY:

Name:	Shyanne Palmus
Address:	7122 W. Okanogan Place, Building A Kennewick, WA 99336
Phone:	509-222-3760
Email:	Shyanne.Palmus@co.benton.wa.us

5. COMPENSATION

a. For the services performed under this Contract, the

CONTRACTOR shall be paid for public safety services at the rates set forth in Exhibit B, "2021-2022 Program Budget", which is attached hereto and incorporated herein by reference for the time period of January 1, 2021 through December 31, 2022.

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed two-hundred ninety-two thousand five-hundred forty-four dollars and zero cents($292,544.00), including W.S.S.T.

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 B, 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 of the invoice.

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

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 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.

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 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 the COUNTY.

7. 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, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTY. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY or its officers, officials, employees, or agents.

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 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. **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 Washington State 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 and employers liability.

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.

b. **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 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 must provide commercial general liability coverage that does not exclude activities to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 7. 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

c. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance

(ISO Form Number CA0001 or equivalent) covering any autos owned by the CONTRACTOR (Symbol 1), or if the CONTRACTOR has no owned autos, any 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 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.

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 COUNTY 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 COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.

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. **If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTY**

shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.

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 shall be written on an Occurrence Policy 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.

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 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 Auto Liability and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by

way of endorsement and shall not be reduced or cancelled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY and its elected or appointed officials, employees, and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.

2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTY's Contract Representative referenced in Section 4.

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

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 to the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. TERMINATION

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 ten (10) 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 such 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 COUNTY 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 COUNTY 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 COUNTY, the COUNTY may immediately

terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this 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.

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 consent of the COUNTY.

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 the 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 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 5 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. The 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 COUNTY'S 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 COUNTY 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 COUNTY upon request, all records relating to the performance of this Contract for six (6) years after Contract termination or expiration.

15. NON-DISCRIMINATION

The CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate against any person in the performance of any services provided hereunder, or condition participation in any program, 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. Furthermore, CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate in the hiring of any employee or volunteer 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. Finally, any and all services provided hereunder shall not be performed for religious purposes.

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

a. All reports, drawings, plans, specifications, forms of electronic media, 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 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 COUNTY upon request and/or at the expiration of the Contract, using the word processing program and version specified by the COUNTY.

17. 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.

18. 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. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions, and decisions of the COUNTY'S 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 COUNTY or acquired by the COUNTY in performance of this Contract, except upon the prior written consent of the COUNTY or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTY 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 Benton County, Washington.

21. SUCCESSORS AND ASSIGNS

The COUNTY, 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 may also be given via e-mail to the Contract Representatives' e-mail addresses identified in Section 4 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.

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); 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 COUNTY learns 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 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 required by Section 14 of this Contract.

27. PUBLIC RECORDS ACT

The CONTRACTOR hereby acknowledges that the COUNTY is 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 COUNTY 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 COUNTY that it regards as confidential or proprietary, CONTRACTOR agrees to conspicuously mark the records as such. The 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. The COUNTY 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.

- 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 January 1, 2021.

Dated: _____

FOR: BENTON COUNTY

_____
Chairman

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

Approved as to Form

_____
Civil Deputy Prosecuting Attorney

Dated: 7/27/2020

FOR: PARTNERS FOR EARLY LEARNING

_____
Signature

President
Title:

Phyllis Ferguson
Print Name

BUILDING RESILIENCE THROUGH FAMILY SUPPORT
Biennium 2021-2022

EXHIBIT A: SCOPE OF WORK

Building Resilience through Family Support is a direct service program to Economically and Emotionally challenged families with children birth to K in Richland and Kennewick School Districts. Families receive a weekly visit tailored to their needs from their Family Support Coach. Families are recommended by school and community agencies.

- BRTFS will serve up to 36 families from Benton County who have children ages 0-5 by hiring Family Support Coaches as needed. Coaches will meet weekly with parents and children in their homes, unless Covid 19 creates the need for digital coaching.
- Families will be provided with books, toys, and materials to use in practicing the learnings taught and developing child and parent skills.
- A BRTFS hired Coordinator will be responsible for recruitment of families (with assistance of the Coaches), ordering materials, curriculum coordination, program oversight, data collection, reporting, coach evaluation and support skills development with Family Support Coaches. This will ensure program consistency for all families. The Program Coordinator will work closely with the school districts, individual schools, and Communities in Schools to solicit referrals to ensure that the selected families are willing and able to participate in the learning opportunity. The coordinator, with the assistance of Coaches and families, will connect via social networks and with PTO organizations of the schools for advertising. The program will also take recommendations from enrolled families.

Building Resilience through Family Support's intended outcomes are:
-Increased parental confidence and knowledge of development of child through assessment with ASQ and ASQ SE evaluation tools with the instruction for parent awareness thus enabling parental support of child's development.
-Increase parent understanding and application of parenting skills.
-Consistent increased parent/child interaction with books and toys.
-Increased positive interaction with child over discipline and child's development.
-Increased listening skills and the ability to talk so that children will listen and listen so children will talk.

- Deliverable reports will track parent skills and confidence, amount of time during lessons spent in child and parent curriculum, parent's reading to children, and developmental screenings completed to ensure children and families are referred to educational and community services as needed. The emphasis will be on reading to children, playing with children, listening to children, problem solving with children, emotionally coaching children and creating a positive and intentional discipline in the home that will build resilience. Parent self-evaluation of needs, skills and attitudes will assist in planning and setting accountability goals. Referrals to mental health, basic needs and academic support will be tracked.

• BRTFS will serve families year-round. This will provide better continuity and the support families need during time when older siblings are in the home. During our Covid 19 coaching sessions, we found that parents needed support in wrangling and organizing in positive ways their whole family. Our support will help them navigate discipline, family dynamics and learning support for all their children. Since the future impact of Covid 19 is still in question, BRTFS is prepared to stand in the gap to support these parents.

EXHIBIT B: 2021-2022 PROGRAM BUDGET

Building Resilience Through Family Support Jan 1, 2021-Dec 31,2022					
Partners for Early Learning					
BUDGET					
Direct Expenses					
Personnel	**Budgeted Amounts**				
Two Home Visitors	**177,024**	.			
Program Coordinator	**53,760**				
Portable Background Checks	**120**				
Material and Supplies including:	**22880**				
Child hands-on educational materials*					
Parent training materials* and resources					
Consumables for home visits					
Books for Children					
Photocopying					
Overhead					
Rent	**29760**				
City of Richland	**6000**				
Frontier Internet	**3000**				
TOTAL Program Costs	**$292,544**				

EXHIBIT C: MEASURABLES

Monthly Data for	
MEASURABLES	**PROGRESS TO DATE**
Number of home visits this month completed this month	
Number children served this month:	Birth - 3: 4-5: School age:
Number of families who dropped out of the program this month	
Average time per visit that parent and child are engaged in children's activities	
Average time per visit that parents are engaged in parent education topics	
Percentage of enrolled families reading at least 20 minutes per day with child	
Number of families completing developmental screenings this month	• ASQ • ASQSE
Number of families referred to educational programs this month	• ECEAP/EHS • Special Education • Community toddler/preschool
Number of families referred to community services this month:	• Health/Mental Health • Basic Needs
Semi- Annual Data	
Percentage of families self-reporting increased competence in limit setting and positive guidance	
Percentage if enrolled families self-reporting increased understanding of their child's development	
Percentage of enrolled families self-reporting increased feelings of confidence as their child's first teacher	
End of Program Year data	
Percentage of families receiving free/reduced lunch	
Percentage of families whose first language is not English	

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 11, 2020
Subject:	Public Safety Services Contract w/ Safe Harbor Crisis Nursery (DBA Safe Harbor Support Center) for My Friends Place
Presenter:	N/A
Prepared By:	Shyanne Palmus
Reviewed By:	Matt Rasmussen

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☒ Execute Contract

Summary / Background Information

Benton County would like to enter into a personal service agreement with Safe Harbor Crisis Nursery (DBA Safe Harbor Support Center) for My Friends Place in the total contract amount of $400,000.00 for the 2021-2022 biennium.

My Friends Place is Southeastern Washington's first safe overnight teen shelter and 24-hour drop in center for homeless teens. My Friends Place provides at-risk homeless teenagers wraparound intervention services with the intended outcome of preventing their involvement in street crime and gang activity. With intervention, at-risk youth are given the tools they need to overcome adversity and seek out legal, responsible ways of providing for themselves.

Funding would continue support resources for staff for the My Friends Place Homeless Teen Shelter.

Fiscal Impact

This public safety services contract is for the 2021-2022 biennium, in the total contract amount of $400,000.00, to be paid from the Public Safety Sales Tax Fund, Non-Departmental (0148101.115.00000521.320.4103)

Recommendation

Staff recommends approval of this public safety services contract, as previously discussed by the Board of Commissioners on July 14, 2020.

Suggested Motion

N/A

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF SIGNING A PUBLIC SAFETY SERVICES AGREEMENT BETWEEN BENTON COUNTY, WASHINGTON AND SAFE HARBOR CRISIS NURSERY (DBA SAFE HARBOR SUPPORT CENTER)

WHEREAS, in August 2014, the voters of Benton County approved Proposition 14-5, a three-tenths of one percent (0.3%) sales and use tax pursuant to RCW 82.14.450 to fund criminal justice and public safety programs in Benton County; and

WHEREAS, funding decisions must fall within the parameters and guidance of the text of voter-approved Proposition 14-5 to "improve public safety and combat criminal gang activity and other crime by hiring additional police officers, corrections officers and prosecutors; continuing the Metro Drug Task Force; funding gang and crime prevention efforts; and funding court and clerk programs including a seventh Superior Court Judge; and drug and mental health courts"; and

WHEREAS, funding gang and crime prevention efforts will improve the quality of life for the residents of Benton County by reducing the incidence of gang-related and other crime in Benton County; and

WHEREAS, during a Special Board Meeting held on July 14, 2020, County staff recommended funding the Safe Harbor Crisis Nursery (DBA Safe Harbor Support Center) proposal, in the total contract amount not to exceed $400,000.00 for 2021-2022; **NOW, THEREFORE**

BE IT RESOLVED, the Board hereby concurs with the staff recommendation and approves the 2021-2022 My Friends Place public safety services contract, in an amount not to exceed $400,000.00, payable to Safe Harbor Crisis Nursery (DBA Safe Harbor Support Center) as outlined in the service contract; and

BE IT FURTHER RESOLVED, this agreement will start January 1, 2021 and expire December 31, 2022.

Dated this _____ day of _____, 2020.

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Member

Attest: _____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

cc: Auditor; Treasurer; PA-Contract Compliance; Safe Harbor Crisis Nursery S. Palmus

BENTON COUNTY
PUBLIC SAFETY 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 (hereinafter "COUNTY"), and **SAFE HARBOR CRISIS NURSERY (dba SAFE HARBOR SUPPORT CENTER),** a Washington nonprofit corporation, with its principal offices at 1111 N. Grant Place, Kennewick, WA 99336.(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 Work;
b. Exhibit B – 2021-2022 My Friends Place Budget; and
c. Exhibit C – Measurables.

2. DURATION OF CONTRACT

The term of this Contract shall begin on January 1, 2021 and shall expire on December 31, 2022. 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 at-risk homeless teenagers wraparound intervention services with the intended outcome of preventing their involvement in street crime and gang activity. With intervention, at-risk youth are given the tools they need to overcome adversity and seek out legal, responsible ways of providing for themselves. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Scope of Work", 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 COUNTY.

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.

a. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present monthly status reports in the form of Exhibit C, demonstrating services completed to date, and other information that may be pertinent and necessary, or as requested by the COUNTY.

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:

Name:	Sara Harpster
Address:	1111 W. Grant Place Kennewick, WA 99336
Phone:	509-783-5734
Email:	safeharborsara@gmail.com

b. For COUNTY:

Name:	Shyanne Palmus
Address:	7122 W. Okanogan Place, Building A Kennewick, WA 99336
Phone:	509-222-3760
Email:	Shyanne.Palmus@co.benton.wa.us

5. COMPENSATION

a. For the services performed under this Contract, the CONTRACTOR shall be paid for public safety services at the rates set forth in Exhibit B, "2021-2022 My Friends Place Budget", which is attached hereto and incorporated herein by reference for the time period of January 1, 2021 through

December 31, 2022.

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed four-hundred thousand dollars and zero cents($400,000.00), including W.S.S.T.

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 B, 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 of the invoice.

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

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 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.

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 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 the COUNTY.

7. 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, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTY. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY or its officers, officials, employees, or agents.

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 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. **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 Washington State 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 and employers liability.

   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.

b. **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 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 must provide commercial general liability coverage that does not exclude activities to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 7. 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

c. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any autos owned by the CONTRACTOR (Symbol 1), or if the CONTRACTOR has no owned autos, any 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 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.

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 COUNTY 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 COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.

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. **If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**

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 shall be written on an Occurrence Policy 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.

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 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 Auto Liability and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or cancelled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY and its elected or appointed officials, employees,

and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.

2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTY's Contract Representative referenced in Section 4.

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

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 to the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. TERMINATION

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 ten (10) 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 such 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 COUNTY 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 COUNTY 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 COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this 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.

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 consent of the COUNTY.

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 the 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 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 5 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. The 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 COUNTY'S 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 COUNTY 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 COUNTY upon request, all records relating to the performance of this Contract for six (6) years after Contract termination or expiration.

15. NON-DISCRIMINATION

The CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate against any person in the performance of any services provided hereunder, or condition participation in any program, 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. Furthermore, CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate in the hiring of any employee or volunteer 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. Finally, any and all services provided hereunder shall not be performed for religious purposes.

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

a. All reports, drawings, plans, specifications, forms of electronic media, 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 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 COUNTY upon request and/or at the expiration of the Contract, using the word processing program and version specified by the COUNTY.

17. 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.

18. 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. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions, and decisions of the COUNTY'S 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 COUNTY or acquired by the COUNTY in performance of this Contract, except upon the prior written consent of the COUNTY or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTY 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 Benton County, Washington.

21. SUCCESSORS AND ASSIGNS

The COUNTY, 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 may also be given via e-mail to the Contract Representatives' e-mail addresses identified in Section 4 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.

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); 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 COUNTY learns 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 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 required by Section 14 of this Contract.

27. PUBLIC RECORDS ACT

The CONTRACTOR hereby acknowledges that the COUNTY is 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 COUNTY 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 COUNTY that it regards as confidential or proprietary, CONTRACTOR agrees to conspicuously mark the records as such. The 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. The COUNTY 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.

- 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 January 1, 2021.

Dated: _____

FOR: BENTON COUNTY

_____
Chairman

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

Approved as to Form

_____
Civil Deputy Prosecuting Attorney

Dated: 7-27-2020

FOR: SAFE HARBOR CRISIS NURSERY (DBA SAFE HARBOR SUPPORT CENTER)

Sara Harpster
Signature

Executive Director
Title:

Sara Harpster
Print Name

Safe Harbor

From the desk of Sara Harpster

EXHIBIT A: SCOPE OF WORK

Proposal

Meet Washington State licensing requirements for staffing and community outreach for My Friends Place, homeless teen shelter, and 24-hour drop-in center.

Program Description

My Friends Place is Southeastern Washington's first and only safe teen shelter and 24-hour drop-in center for homeless and at-risk teens. My Friend's Place had its ribbon-cutting ceremony on November 30.2011 and opened as an overnight emergency teen shelter. Since then, My Fiends Place has expanded into a safe haven for youth in crisis. MFP provides shelter to youth ages 13 through 17 on an individual timeline based on the youth's level of need. MFP provides short term stays for children who are having family conflict and need a cooling-off period. We provide this service to prevent child and/or parent abuse in our community. MFP also offers long term shelter to youth in need who have no other housing options. Youth receive a room hosting 2 to 4 beds and a private bath, all meals, toiletries, clothing, laundry facilities, entertainment, and mentorship. All youth receive comprehensive case management services to assist with obtaining vital records, locate employment, school assistance, and housing. Full time professional dedicated staff assist teens in learning and applying life skills, provide mentorship, are our client's first responders to a crisis, and ensure the safety of our teens while in the care of MFP.

My Friends Place provides meals, showers, homework help, laundry facilities, clothes, school supplies, and access to community services to any youth in need who utilize our drop-in center.

Safe Harbor

From the desk of Sara Harpster

In 2019 we assisted over 300 youth in our drop-in center and housed 77 youth in our shelter, almost double the number of teens from 2018.

Need for the Program

Homeless street youth in Benton County commit many crimes while attempting to meet their basic needs. When teens are without food, clothing, housing, and guidance they may resort to trespassing, theft, burglary, assault, drug use, and trade sex for tangible goods. Homeless youth are easily exploited and seek to find a safe place to belong. Oftentimes, this need is met through gang affiliation.

Demographics of the youth in the overnight shelter in 2019

46% of youth served in our shelter identified as female while 46% identified as male. 8% of our population identified as non-binary. 26 % of our youth identify as LGBTQQI. We provide services to the youth of all races, religions, sexual orientations, and nationalities. Our youth identify as Latinx, African American, Caucasian, Asian, and Native American which is not a comprehensive list.

Gang involved street youth in 2019

In 2019 we housed several gang-affiliated street youths. 27% of our youth entered as gang-affiliated. In the majority of cases, those youth were returned to school, reunified with family, or successfully completed our program and were independently housed at the age of 18. As word of our shelter expands, we are able to reach more youth who may have been persuaded to join a gang without our intervention. All of our street kids have come into contact with gangs and gang

members and those that receive services from benefit from comprehensive case management that provided the support to keep these kids off of the streets.

Outcomes in 2019

Every parent is notified that their child has entered our shelter. In 2019 90% of our 13 to 15-year-old teens were successfully reunified home. Out of our 16-17-year-old teens, approximately 40% return home with the assistance of our case management, 50% were employed and located their own housing, and 10% exit the shelter without completing an exit review. During 2019 5 youth received their high school diploma, 1 youth completed a GED program, and 91% of our youth were actively enrolled in school.

Challenges faced, opportunities/issues the program seeks to address

Meeting Washington State licensing requirements for staffing and community outreach for My Friends Place was our barrier in 2017. Due to the funding of Benton County through the Public Safety Tax grant, we can maintain full time (24 hours per day 7 days per week) professional staff to allow our shelter to utilize 16 beds out of our 20-bed capacity. We continue to need this support so that we may continue to provide services to our youth in Benton County. Having the capacity to house more youth and assist additional drop-in clients helps us to help keep Benton County a safe and welcoming community.

EXHIBIT B: 2021-2022 MY FRIENDS PLACE BUDGET

SAFE HARBOR SUPPORT CENTER

PUBLIC SAFETY SALES TAX 2021-2022 BUDGET

DESCRIPTION		TOTAL 2021-2022 BUDGET	2021-2022 PSST FUNDING REQUEST	%
SALARY AND BENEFITS EXPENSES				
Safe Harbor Crisis Center Executive Director	$	152,414.00	$ 52,414.00	34%
My Friends Place Director	$	93,721.00	$ 29,721.00	32%
My Friends Place Case Manager	$	71,721.00	$ 17,721.00	25%
Shelter Staff 1 (Nights) - $14.50/hr x 33 hr/wk	$	49,764.00	$ 10,296.00	21%
Shelter Staff 2 (Swing) - $14.00/hr x 33 hr/wk	$	48,048.00	$ 8,580.00	18%
Shelter Staff 3 (Nights) - $14.50/hr x 36 hr/wk	$	54,288.00	$ 11,232.00	21%
Shelter Staff 4 (Swing) - $14.00/hr x 36 hr/wk	$	52,416.00	$ 9,360.00	18%
Shelter Staff 5 (Swing) - $14.00/hr x 33 hr/wk	$	48,048.00	$ 48,048.00	100%
Shelter Staff 6 (Swing) - $14.00/hr x 36 hr/wk	$	52,416.00	$ 52,416.00	100%
Shelter Staff 7 (Nights) - $14.50/hr x 33 hr/wk	$	54,288.00	$ 54,288.00	100%
Shelter Staff 8 (Nights) - $14.50/hr x 36 hr/wk	$	49,764.00	$ 49,764.00	100%
On-Call Staff 1 - $13.50/hr x 20 hr/wk	$	28,080.00	$ 28,080.00	100%
On-Call Staff 2 - $13.50/hr x 20 hr/wk	$	28,080.00	$ 28,080.00	100%
SUBTOTAL	**$**	**783,048.00**	**$ 400,000.00**	**51%**
OFFICE OPERATIONS				
Mortgage Payment (My Friends Place)	$	25,199.28	$ -	
Electricity	$	9,744.24	$ -	
Utilities (Water/Irrigation/Sewer/Garbage)	$	6,600.00	$ -	
Communications (Phone/Internet/Cell)	$	7,800.00	$ -	
Insurance	$	25,944.00	$ -	
Property Taxes	$	5,334.00	$ -	
Building and Facility Maintenance	$	22,000.00	$ -	
Office Supplies	$	5,119.92	$ -	
Miscellaneous Expenses	$	51,937.30	$ -	
Legal and Professional Services	$	12,238.34	$ -	
SUBTOTAL	**$**	**171,917.08**	**$ -**	
PROGRAMMING EXPENSES				
Food for My Friends Place	$	19,200.00	$ -	
Miscellaneous Program Expenses	$	4,800.00	$ -	
SUBTOTAL	**$**	**24,000.00**	**$ -**	
TOTAL PROGRAM EXPENSES	**$**	**978,965.08**	**$ 400,000.00**	

Safe Harbor Crisis Nursery
1111 N. Grant Place
Kennewick, WA 99336
(509) 554-4003

Exhibit C: Measurables

PROJECT SUMMARY		
REPORT DATE	**PROJECT NAME**	**PREPARED BY**
(Insert Date)	Safe Harbor – My Friends Place	Sara Harpster Executive Director, Safe Harbor Crisis Nursery

STATUS SUMMARY
(Type brief status report here)

MEASURABLES	PROGRESS TO DATE
Number of new teens enrolled in school/GED	
Number of teens that achieved diploma/GED	
Number of new teens in case management services	
2 outreach events performed each month	
25 new clients reached at outreach event	
Number of Outreach Bags provided	
Number of meals served	
Number of attendees at each parenting class	

BUDGET OVERVIEW				
	TOTAL 21-22 BUDGET	**MONTHLY INVOICE**	**TOTAL INVOICED**	**REMAINING BUDGET**
My Friends Place PSST	400,000.00			

Submitted by Date

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 11, 2020
Subject:	Public Safety Services Contract w/ Tri-Cities Chaplaincy (DBA Chaplaincy Health Care) for Step-Up Program
Presenter:	N/A
Prepared By:	Shyanne Palmus
Reviewed By:	Matt Rasmussen

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☒ Execute Contract

Summary / Background Information

Benton County would like to enter into a personal service agreement with Tri-Cities Chaplaincy (DBA Chaplaincy Health Care) for the Step-Up Program in the total contract amount of $79,340.00 for the 2021-2022 biennium.

The Step-Up program assess at-risk youth at intake for anti-social and criminal behaviors and are enrolled in the 11-week session. Adolescents and their families graduate after successfully completing the program. This program works closely with Benton and Franklin Counties Juvenile Justice Center to get referrals, but also has a goal to reach youth and families before they enter the criminal justice system to prevent criminal behavior among at-risk youth.

Funding would continue support resources for staff, supplies, and training to serve the Step-Up Program.

Fiscal Impact

This public safety services contract is for the 2021-2022 biennium, in the total contract amount of $79,340.00, to be paid from the Public Safety Sales Tax Fund, Non-Departmental (0148101.115.00000521.320.4103)

Recommendation

Staff recommends approval of this public safety services contract, as previously discussed by the Board of Commissioners on July 14, 2020.

Suggested Motion

N/A

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF SIGNING A PUBLIC SAFETY SERVICES AGREEMENT BETWEEN BENTON COUNTY, WASHINGTON AND TRI-CITIES CHAPLAINCY (DBA CHAPLAINCY HEALTH CARE)

WHEREAS, in August 2014, the voters of Benton County approved Proposition 14-5, a three-tenths of one percent (0.3%) sales and use tax pursuant to RCW 82.14.450 to fund criminal justice and public safety programs in Benton County; and

WHEREAS, funding decisions must fall within the parameters and guidance of the text of voter-approved Proposition 14-5 to "improve public safety and combat criminal gang activity and other crime by hiring additional police officers, corrections officers and prosecutors; continuing the Metro Drug Task Force; funding gang and crime prevention efforts; and funding court and clerk programs including a seventh Superior Court Judge; and drug and mental health courts"; and

WHEREAS, funding gang and crime prevention efforts will improve the quality of life for the residents of Benton County by reducing the incidence of gang-related and other crime in Benton County; and

WHEREAS, during a Special Board Meeting held on July 14, 2020, County staff recommended funding the Chaplaincy Health Care Step-Up Program proposal, in the total contract amount not to exceed $79,340.00 for 2021-2022; **NOW, THEREFORE**

BE IT RESOLVED, the Board hereby concurs with the staff recommendation and approves the 2021-2022 Step-Up Program public safety services contract, in an amount not to exceed $79,340.00, to be payable to Tri-Cities Chaplaincy (DBA Chaplaincy Health Care) as outlined in the service contract; and

BE IT FURTHER RESOLVED, this agreement will start January 1, 2021 and expire December 31, 2022.

Dated this _____ day of _____, 2020.

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Member

Attest: _____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

cc: Auditor; Treasurer; PA-Contract Compliance; Tri-Cities Chaplaincy (DBA Chaplaincy Health Care) S. Palmus

BENTON COUNTY
PUBLIC SAFETY 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 (hereinafter "COUNTY"), and **TRI-CITIES CHAPLAINCY (dba CHAPLAINCY HEALTH CARE)**, a Washington nonprofit corporation, with its principal offices at 1480 Fowler Street, Richland, WA 99352-4717.(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 Work;
b. Exhibit B – 2021-2022 Program Budget; and
c. Exhibit C – Measurables.

2. DURATION OF CONTRACT

The term of this Contract shall begin on January 1, 2021 and shall expire on December 31, 2022. 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 public safety services for at-risk youth to prevent and/or treat anti-social and criminal behaviors, police contact, arrests, incarcerations, school failure, substance abuse and mental health disorders and more. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Scope of Work", 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 COUNTY.

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.

a. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present monthly status reports in the form of Exhibit C, demonstrating services completed to date, and other information that may be pertinent and necessary, or as requested by the COUNTY.

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:

Name:	Gary Castillo
Address:	1480 Fowler Street Richland, WA 99352-4717
Phone:	509-783-7416
Email:	GaryC@chaplaincyhealthcare.org

b. For COUNTY:

Name:	Shyanne Palmus
Address:	7122 W. Okanogan Place, Building A Kennewick, WA 99336
Phone:	509-222-3760
Email:	Shyanne.Palmus@co.benton.wa.us

5. COMPENSATION

a. For the services performed under this Contract, the CONTRACTOR shall be paid for public safety services at the rates set forth in Exhibit B, "2021-2022 Program Budget", which is attached hereto and incorporated herein by reference for the time period of January 1, 2021 through December 31, 2022.

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed seventy-nine thousand three-hundred forty dollars and zero cents ($79,340.00), including W.S.S.T.

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 B, 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 of the invoice.

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

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 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.

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 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 the COUNTY.

7. 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, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTY. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY or its officers, officials, employees, or agents.

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 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. **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 Washington State 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 and employers liability.

   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.

b. **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 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 must provide commercial general liability coverage that does not exclude activities to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 7. 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

c. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any autos owned by the CONTRACTOR (Symbol 1), or if the CONTRACTOR has no owned autos, any 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 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.

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 COUNTY 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 COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.

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. **If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**

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 shall be written on an Occurrence Policy 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.

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

2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTY's Contract Representative referenced in Section 4.

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

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 to the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. TERMINATION

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 ten (10) 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 such 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 COUNTY 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 COUNTY 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 COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this 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.

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 consent of the COUNTY.

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 the 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 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 5 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. The 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 COUNTY'S 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 COUNTY 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 COUNTY upon request, all records relating to the performance of this Contract for six (6) years after Contract termination or expiration.

15. NON-DISCRIMINATION

The CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate against any person in the performance of any services provided hereunder, or condition participation in any program, 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. Furthermore, CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate in the hiring of any employee or volunteer 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. Finally, any and all services provided hereunder shall not be performed for religious purposes.

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

a. All reports, drawings, plans, specifications, forms of electronic media, 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 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 COUNTY upon request and/or at the expiration of the Contract, using the word processing program and version specified by the COUNTY.

17. 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.

18. 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. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions, and decisions of the COUNTY'S 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 COUNTY or acquired by the COUNTY in performance of this Contract, except upon the prior written

consent of the COUNTY or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTY 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 Benton County, Washington.

21. SUCCESSORS AND ASSIGNS

The COUNTY, 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 may also be given via e-mail to the Contract Representatives' e-mail addresses identified in Section 4 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.

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); 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 COUNTY learns 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 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 required by Section 14 of this Contract.

27. PUBLIC RECORDS ACT

The CONTRACTOR hereby acknowledges that the COUNTY is 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 COUNTY 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 COUNTY that it regards as confidential or proprietary, CONTRACTOR agrees to conspicuously mark the records as such. The 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. The COUNTY 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.

- 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 January 1, 2021.

Dated: _____

FOR: BENTON COUNTY

_____
Chairman

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

Approved as to Form

_____
Civil Deputy Prosecuting Attorney

Dated: 7/28/2020

FOR: TRI-CITIES CHAPLAINCY (DBA CHAPLAINCY HEALTH CARE)

_____
Signature

Executive Director
Title:

Gary Castillo
Print Name

Chaplaincy
BEHAVIORAL HEALTH
Expert Guidance During Life's Challenges

Scope of Work

Overview: The Step-Up program is organized into on-going, 11-week sessions or units. The ages of the adolescents served are 12 to 17 years of age. An adolescent and his/her family members graduate after successfully completing an intake and 11 sessions, completing a full cycle of sessions. Each group-unit serves 2-12 youths and their parents. Two groups meet weekly and are offered in both Spanish and English.

Each session is 2-hours in length and follows a structured format:

- Mindfulness meditation/self-awareness exercise.
- Check-in (both teens and parents).
- Lesson from the Step-Up Manual (sessions 1-11).
- Behavioral Goal for the week (written exercise).
- Closing exercise.

Assessment/Intake: At the time of the 1-hour-90-minute intake, youths are screened for appropriateness for Step-Up in addition to a full mental health assessment covering a range of concerns such as anti-social and criminal behaviors resulting in police contact, arrests, incarcerations, family disruption and school failure, peer relationships and friends, exposure to trauma, ACES, substance abuse, chronic mental health issues such as depression, anxiety, eating disorders, etc., any history of psychological treatment, medications, primary care, and the parents are assessed for their parenting approach and skills and family stressors.

The structure of the curriculum includes the following:

1. Orientation to Step-Up, in which participants are introduced to the program structure and the Wheel of Abuse of Family, and the Wheel of Mutual Respect.
2. Making a Safety Plan.
3. Understanding Warning Signs.
4. Understanding Violence.
5. Understanding Self-Calming.
6. Assertive Communication.
7. Understanding Power.
8. Accountability Through Restorative Practice.
9. Understanding Feelings.
10. Understanding Self-Talk and Beliefs (CBT)
11. Hurtful Moves/Helpful Moves.

Each session is self-contained with the exception of session 2, Making a Safety Plan. At whatever point in the curriculum a new family and teen joins the group, this session is presented one-on-one and a safety plan is created which will serve them for the duration of the group.

Graduates of the 11-session program are surveyed after 4 months to measure sustained change.

The program receives referrals throughout the year from the Juvenile Court, Juvenile Prosecutor or Juvenile Justice Center and other community groups that provide youth services. New referrals have immediate point of entry to the group regardless of what session the group may be in.

Step-Up also provides education and awareness about its services among those groups likely to encounter adolescents who are at risk of falling into violent and aggressive behavior at home, or who are at risk of being recruited into gangs and subject to opposition and anti-social behavior.

Groups likely to encounter at-risk youth include:

- Communities In Schools (Agency)
- Lutheran Family Services (Agency)
- My Friends Place (Agency)
- New Horizons (Alt. School)
- Legacy (Alt. School)
- Phoenix (Alt. School)
- Union Gospel Mission (Agency)
- Service Alternatives (Agency)
- Lake View Community (Community)
- Terra Vida (Community)
- Collegium (Agency)
- Boys and Girls Club (Agency)
- The YMCA (Agency)
- SARC
- Somerset (Agency)

Outreach and Education also includes staffing tables at community events intended to increase awareness of community services.

Step-Up at Chaplaincy Behavioral Health

Chaplaincy Health Care

PUBLIC SAFETY SALES TAX 2021 - 2022 REQUEST BUDGET

DESCRIPTION		TOTAL BUDGET	2021-2022 PSST FUNDING REQUEST
Program Costs			
Session Costs			
Therapist Prep	$86./hr.		
Therapist Session Cost	$86./hr		
Non-Licensed Gang Specialist	$36/hr		
Total Cost per session:	$269.00		
Total Sessions Per Year: 120			
Total Yearly Session Costs	(120 x $269.00)	$ 32,280.00	$ 32,280.00
Intakes 15 @$115		$ 1,725.00	$ 1,725.00
Total Program Costs		**$ 34,005.00**	**$ 34,005.00**
Allocated Costs			
Printing and Supplies			
Manuals (179 pages each)		$ 215.00	$ 215.00
Brochures & Mailings		$ 450.00	$ 450.00
Total		**$ 665.00**	**$ 665.00**
Training			
King County Step-Up Trainers (2 people, 3 Days)		$ 3,000.00	$ 3,000.00
Outreach & Community Education		$ 2,000.00	$ 2,000.00
Monthly Reports		$ 2,364.00	$ -
Total Allocated Costs		**$ 8,029.00**	**$ 5,665.00**
Yearly Proposed Step-Up budget		**$ 42,034.00**	**$ 39,670.00**
TOTAL 2021 - 2022 PROPOSED STEP-UP BUDGET			**$ 79,340.00**

Measurable Goals of the Program

Below are the goals by which we propose to measure the success of the Benton County Step-Up program. Follow-up surveys would be performed at the two-month mark to measure sustained progress, along with phone calls. We would submit these outcomes to the review committee to demonstrate effectiveness. Also attached are the internal measures that create expectations for teens and parents. These are used with participants in the program.

Target behavior	**Measurable Goal**	**Outcome**
Number of new registered youth participants	12-18 newly registered participants yearly	
Number of youth and families served	12-18 youth and 35 family members served yearly	
Number of Step-Up Intake Assessments Completed	12-18 Completed assessments with appropriate referrals made	
Incidents of defiance and disrespect for family members at home.	Reduced from daily to one/week or less as reported by parents.	
Incidents of police involvement.	Reduced from weekly to 0 in 2 month follow up for those youth completing a 10-week program	
Incidents of truancy, running away, breaking curfew.	Reduced from weekly to 0 in 2 month follow up for those youth completing a 10-week program	
Gang activity, association and/or interaction	Reduced from weekly to 0 in 2 month follow up for those youth completing a 10-week program	
Incidents of incarceration	0 incidents of incarceration in 2 month follow up for those youth completing a 10-week program	

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 11, 2020
Subject:	Public Safety Services Contract w/ Support, Advocacy, and Resource Center for Human Trafficking Intervention Program
Presenter:	N/A
Prepared By:	Shyanne Palmus
Reviewed By:	Matt Rasmussen

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☒ Execute Contract

Summary / Background Information

Benton County would like to enter into a personal service agreement with Support, Advocacy, and Resource Center for Human Trafficking Intervention Program in the total contract amount of $147,852.00 for the 2021-2022 biennium.

The Support, Advocacy, and Resource Center (SARC) will continue to staff an Engagement Specialist and provide funding to support that position. The Engagement Specialist is housed at the Juvenile Justice Center and provides services to youth in the Juvenile Justice Center and throughout the community that have been identified as high risk for having been sex trafficked. Services include, but are not limited to, medical advocacy, legal advocacy, crisis intervention, referrals, and service coordination.

Funding would continue support resources for staff, supplies, training, and other program expenses.

Fiscal Impact

This public safety services contract is for the 2021-2022 biennium, in the total contract amount of $147,852.00, to be paid from the Public Safety Sales Tax Fund, Non-Departmental (0148101.115.00000521.320.4103)

Recommendation

Staff recommends approval of this public safety services contract, as previously discussed by the Board of Commissioners on July 14, 2020.

Suggested Motion

N/A

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF SIGNING A PUBLIC SAFETY SERVICES AGREEMENT BETWEEN BENTON COUNTY, WASHINGTON AND SUPPORT, ADVOCACY, AND RESOURCE CENTER

WHEREAS, in August 2014, the voters of Benton County approved Proposition 14-5, a three-tenths of one percent (0.3%) sales and use tax pursuant to RCW 82.14.450 to fund criminal justice and public safety programs in Benton County; and

WHEREAS, funding decisions must fall within the parameters and guidance of the text of voter-approved Proposition 14-5 to "improve public safety and combat criminal gang activity and other crime by hiring additional police officers, corrections officers and prosecutors; continuing the Metro Drug Task Force; funding gang and crime prevention efforts; and funding court and clerk programs including a seventh Superior Court Judge; and drug and mental health courts"; and

WHEREAS, funding gang and crime prevention efforts will improve the quality of life for the residents of Benton County by reducing the incidence of gang-related and other crime in Benton County; and

WHEREAS, during a Special Board Meeting held on July 14, 2020, County staff recommended funding the Support, Advocacy, and Resource Center proposal, in the total contract amount not to exceed $147,852.00 for 2021-2022; **NOW, THEREFORE**

BE IT RESOLVED, the Board hereby concurs with the staff recommendation and approves the 2021-2022 Human Trafficking Intervention Program public safety services contract, in an amount not to exceed $147,852.00, payable to Support, Advocacy, and Resource Center as outlined in the service contract; and

BE IT FURTHER RESOLVED, this agreement will start January 1, 2021 and expire December 31, 2022.

Dated this _____ day of _____, 2020.

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Member

Attest: _____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

cc: Auditor; Treasurer; PA-Contract Compliance; Support, Advocacy, and Resource Center S. Palmus

BENTON COUNTY
PUBLIC SAFETY 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 (hereinafter "COUNTY"), and **SUPPORT, ADVOCACY, AND RESOURCE CENTER**, a Washington public benefit corporation, with its principal offices at 1458 Fowler Street, Richland, WA 99352-4717.(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 Work;
b. Exhibit B – 2021-2022 Program Budget; and
c. Exhibit C – Measurables.

2. DURATION OF CONTRACT

The term of this Contract shall begin on January 1, 2021 and shall expire on December 31, 2022. 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 services to youth in the Juvenile Justice Center and throughout the community that have been identified as high risk for having been sex trafficked. Services include, but are not limited to, medical advocacy, legal advocacy, crisis intervention, referrals, and service coordination. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Scope of Work", 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 COUNTY.

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.

a. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present monthly status reports in the form of Exhibit C, demonstrating services completed to date, and other information that may be pertinent and necessary, or as requested by the COUNTY.

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:

Name: JoDee Garretson
Address: 1458 Fowler Street
Richland, WA 99352
Phone: 509-374-5391
Email: jgarretson@supportadvocacyresourcecenter.com

b. For COUNTY:

Name: Shyanne Palmus
Address: 7122 W. Okanogan Place, Building A
Kennewick, WA 99336
Phone: 509-222-3760
Email: Shyanne.Palmus@co.benton.wa.us

5. COMPENSATION

a. For the services performed under this Contract, the CONTRACTOR shall be paid for public safety services at the rates set forth in Exhibit B, "2021-2022 Program Budget", which is attached hereto and incorporated herein by reference for the time period of January 1, 2021 through December 31, 2022.

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed one-hundred forty-seven thousand eight-hundred fifty-two dollars and zero cents($147,852.00), including W.S.S.T.

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 B, 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 of the invoice.

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

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 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.

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 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 the COUNTY.

7. 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, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTY. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY or its officers, officials, employees, or agents.

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 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. **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 Washington State 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 and employers liability.

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.

b. **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 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 must provide commercial general liability coverage that does not exclude activities to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 7. 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

c. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any autos owned by the CONTRACTOR (Symbol 1), or if the CONTRACTOR has no owned autos, any 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 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.

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 COUNTY 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 COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.

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. **If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**

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 shall be written on an Occurrence Policy 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.

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

and shall not contribute to it.

2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTY's Contract Representative referenced in Section 4.

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

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 to the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. TERMINATION

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 ten (10) 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 such 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 COUNTY 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 COUNTY 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 COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this 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.

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 consent of the COUNTY.

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 the 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 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 5 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. The 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 COUNTY'S 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 COUNTY 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 COUNTY upon request, all records relating to the performance of this Contract for six (6) years after Contract termination or expiration.

15. NON-DISCRIMINATION

The CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate against any person in the performance of any services provided hereunder, or condition participation in any program, 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. Furthermore, CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate in the hiring of any employee or volunteer 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. Finally, any and all services provided hereunder shall not be performed for religious purposes.

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

a. All reports, drawings, plans, specifications, forms of electronic media, 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 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 COUNTY upon request and/or at the expiration of the Contract, using the word processing program and version specified by the COUNTY.

17. 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.

18. 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. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions, and decisions of the COUNTY'S 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 COUNTY or acquired by the COUNTY

in performance of this Contract, except upon the prior written consent of the COUNTY or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTY 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 Benton County, Washington.

21. SUCCESSORS AND ASSIGNS

The COUNTY, 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 may also be given via e-mail to the Contract Representatives' e-mail addresses identified in Section 4 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.

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); 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 COUNTY learns 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 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 required by Section 14 of this Contract.

27. PUBLIC RECORDS ACT

The CONTRACTOR hereby acknowledges that the COUNTY is 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 COUNTY

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 COUNTY that it regards as confidential or proprietary, CONTRACTOR agrees to conspicuously mark the records as such. The 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. The COUNTY 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.

- 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 January 1, 2021.

Dated: _____

FOR: BENTON COUNTY

_____
Chairman

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

Approved as to Form

_____
Civil Deputy Prosecuting Attorney

Dated: 12/31/2020

FOR: SUPPORT, ADVOCACY, AND RESOURCE CENTER

JoDee Garretson
Signature

Executive Director
Title:

JoDee Garretson
Print Name

Exhibit A: Scope of Work

Engagement Specialist will:

- Engage with youth identified as high risk for having been sex trafficked.
- Provide the following services to youth at BFJJC, in addition to other clients identified through SARC, and provided at other locations in addition to JJC:
    - Advocacy: Utilizing a strength-based model, ongoing intensive case management providing support and assistance in identifying the client's needs and working collaboratively to meet those needs.
    - Medical Advocacy: This may include advocacy in the medical setting, such as during a sexual assault exam, assisting with concerns such as an unplanned pregnancy or STI's, and/or attending to medical needs due to inflicted violence and lack of consistent medical care.
    - Legal Advocacy: Informing clients of their rights as a victim of crime, communicating with law enforcement, and assistance working through criminal charges that are directly related to their trafficking victimization.
    - Crisis Intervention: Assessing and responding to immediate needs and concerns; facilitating emotional stabilization; providing information regarding resources and referrals; helping the victim identify and plan the next steps
    - Information, Referral: Assisting caller/client in identifying and prioritizing what is needed; providing information about available resources/services; providing referrals to appropriate resources/services, include substance abuse providers; providing information regarding sex trafficking
    - System Coordination: Working with partner agencies, leveraging resources, collaborating with service delivery; all to meet individual needs of clients.
- Provide informational presentations to community groups regarding sex trafficking.
- Provide prevention-based education in the school setting, when requested.
- Assist with special projects, such as: support groups, psycho-educational groups, and other activities for the benefit of survivors who have been sex trafficked.

Exhibit B: 2021-2022 Program Budget

Advocacy for Survivors of Sex Trafficking

Support, Advocacy & Resource Center

PUBLIC SAFETY SALES TAX 2021-2022 BUDGET

DESCRIPTION	Year 1	Year 2	Total Request
Engagement Speciaist - Salary and Benefits	$ 67,620.00	$ 69,649.00	$ 137,269.00
On Going Training	$ 4,000.00	$ 4,000.00	$ 8,000.00
Mileage	$ 1,500.00	$ 1,500.00	$ 3,000.00
Printing	$ 500.00	$ 500.00	$ 1,000.00
Supervision - HT Program Director .10 FTE - Salary and Benefits	$ 9,154.00	$ 9,429.00	$ 18,583.00
Supplies	$ 1,000.00	$ 1,000.00	$ 2,000.00
TOTAL PROGRAM EXPENSES	**$ 83,774.00**	**$ 86,078.00**	**$ 169,852.00**
Minus Funds Through JJC	$ 11,000.00	$ 11,000.00	$ 22,000.00
Total Request	**$ 72,774.00**	**$ 75,078.00**	**$ 147,852.00**

Exhibit C: Program Measurables

Engagement Specialist will:

- Engage with 20 youth from Benton County (housed at JJC) who have been identified as “high risk to have been sex trafficked”. (Per Year)
- Provide services to 10 Benton County youth outside of JJC. (Per Year)
- Provide two informational presentations to community groups regarding sex trafficking. (Per Year)

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 11, 2020
Subject:	First Amendment to the Partners for Early Learning Public Safety Sales Tax Contract
Presenter:	Shyanne Palmus
Prepared By:	Shyanne Palmus
Reviewed By:	Matt Rasmussen

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:**	
☒ Consent Agenda	☐ Discussion Only (1st)	☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2nd)	☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction	☐ Pass Ordinance
	☐ Sign Letter/Document	☒ Execute Contract

Summary / Background Information

This First Amendment to the Public Safety Sales Tax Agreement with Partners for Early Learning for the Building Resilience Through Family Support program is necessary to revise the Contractor's budget to allow modified crime prevention services to be provided in response to the COVID-19 pandemic and related regulations.

Due to this pandemic, the Contractor has had to modify the delivery of their crime prevention services provided to at-risk youth and their families, including remote "home visits". This has caused an increase in staff time and a need to revise the approved budget to allow greater flexibility in spending in response to the COVID-19 pandemic. This amendment will not be modifying the duration of the contract or approved contract amount and is solely intended to revise the Contractor's existing budget.

This contract is currently paid from the Public Safety Sales Tax Fund, in the amount of $133,814.00 for the period of January 1, 2019 through December 31, 2020.

Fiscal Impact

Amount: No additional fiscal impact
Fund: Public Safety Sales Tax Fund

Recommendation

Staff recommends approval of this first amendment as presented to ensure services are continued to be provided to at-risk youth and their families throughout the COVID-19 pandemic.

Suggested Motion

N/A

BRTFS 2019-2020

Budget Revision Request

Partners for Early Learning would like to submit a revised budget for Building Resilience Through Family Support that is funded in the amount of $133,814.

Due to the flexibility that has been required to respond to our families during Covid 19, we need to organize the budget into a few more general categories. We have continued coaching the families involved for 12 months each year. We have found that many of the in-kind donations (printing by schools, books from MCRF, etc) are not available. Having in-person socialization meetings was not possible during Covid 19. We have also found that the need for materials and supplies has grown as families have all of their children at home. We have money in the budget that can take care of these areas and would like to utilize it to meet the needs of our families.

Our coordinator has been working many more hours, because the needs of families due to Covid 19. We have been highly successful with the families due to the team being able to be innovative and intentional in providing lessons and materials that meet needs.

In September we will begin more recruiting and may need to add another Coach and begin training and integrating this new person. To be ready for using the new funding we will have for 2020-21,we will add more families and a Coach using the 2019-20 funds right up to Dec. 31, 2020, so we are off and running at the beginning of the school year.

Because of Covid 19 and the interruption of our ability to fulfill contracts that pay our expenses PFEL is struggling to pay all the overhead. We would like to request that $1343 be available to pay the liability insurance necessary to fulfill this contract.

Thank you for your kind consideration of our requests.

Phyllis Ferguson

Lead for BRTFS

Partners for Early Learning

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE FIRST PERSONAL SERVICES AGREEMENT AMENDMENT BETWEEN BENTON COUNTY, WASHINGTON AND PARTNERS FOR EARLY LEARNING

WHEREAS, COUNTY and CONTRACTOR entered into a Personal Services Contract per Resolution 2018-736 dated October 16, 2018 (the "Contract") whereby the CONTRACTOR has agreed to perform crime prevention services as set forth in the Contract, with a contract amount not to exceed one hundred fifty thousand dollars and zero cents ($133,814.00); and

WHEREAS, this First Amendment to the Contract is necessary as to revise the CONTRACTOR'S budget to allow modified crime prevention services provided by the CONTRACTOR in response to the COVID-19 pandemic; **NOW THEREFORE,**

BE IT RESOLVED, that the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the First Amendment to revise the CONTRACTOR'S budget to allow modified crime prevention services to be provided by the CONTRACTOR in response to the COVID-19 pandemic, as attached to the included amendment as "Exhibit B: Partners for Early Learning Building Resilience Through Family Support Budget: Revision Request 7/15/2020"; and

BE IT FURTHER RESOLVED, this amendment shall be effective upon the last date signed; and

BE IT FURTHER RESOLVED, the Board authorizes the Chairman of the Board to sign the First Amendment to the Contract attached hereto.

Dated this _____ day of _____ 2020.

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Member

Attest: ……..
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

cc: Auditor; Treasurer; PA-Contract Compliance; Partners for Early Learning S. Palmus

FIRST AMENDMENT TO

PERSONAL SERVICES CONTRACT BETWEEN

BENTON COUNTY AND PARTNERS FOR EARLY LEARNING

This Contract Amendment, made and entered into this _____ day of _____, 2020 by and between **BENTON COUNTY**, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **PARTNERS FOR EARLY LEARNING**, a Washington non-profit corporation, with its principal offices at 1777 Terminal Drive, Richland, WA 99354-4952 (hereinafter "CONTRACTOR").

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into a Personal Services Contract per Resolution 2018-736 dated October 16, 2018 (the "Contract") whereby the CONTRACTOR has agreed to perform crime prevention services as set forth in the Contract, with a contract amount not to exceed one hundred thirty-three thousand eight hundred fourteen dollars and zero cents ($133,814.00); and

WHEREAS, on February 29, 2020, the Governor of the State of Washington declared a state of emergency for all counties in Washington as a result of the COVID-19 outbreak; and

WHEREAS, the Benton County Board of Commissioners declared a state of emergency, per Resolution 2020-258, in Benton County on March 17, 2020 in response to the developing situation surrounding the COVID-19 pandemic; and

WHEREAS, this First Amendment to the Contract is necessary to revise the CONTRACTOR'S budget to allow modified crime prevention services to be provided by the CONTRACTOR in response to the COVID-19 pandemic; and

WHEREAS, the CONTRACTOR is continuing to provide modified, remote-based crime prevention services for at-risk youth and their families; and

WHEREAS, both parties have agreed to amend the CONTRACTOR'S budget to better meet the crime prevention service needs of at-risk youth and their families provided by the CONTRACTOR, while observing mandates to cease holding gatherings and implement of social distancing practices; and

NOW, THEREFORE, in consideration of the provisions and agreements set forth herein, the parties agree that all provisions of their original Contract shall remain in effect except the below section, which is amended as follows:

a) Section 1. **CONTRACT DOCUMENTS** - Exhibit B referenced in Section 1 shall hereby be replaced with the following document, attached hereto:

   i) Exhibit B, Partners for Early Learning Building Resilience Through Family Support Budget: Revision Request 7/15/2020.

IN WITNESS WHEREOF, the Parties to this Contract Amendment have executed this Amendment to take effect upon the last date signed.

Dated: _____

Benton County Board of Commissioners

_____
Chairman

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

Attest: _____
Clerk of the Board

Approved as to Form:

_____
Civil Deputy Prosecuting Attorney

Dated: 7/27/2020

Partners for Early Learning

Signature

President
Title

Phyllis Ferguson
Printed Name

Building Resilience Through Family Support		
Partners for Early Learning	2019-2020 Revised Budget	
Revision Request 7/15/2020		
Direct Expense		
	Revised Budget	
Personnel -- *costs of Family Support Coaches, coordinator and background checks*	**$ 119,944.00**	
Material and Supplies- *books, toys,consumables, parenting materials, photocopying*	**$ 12,527.00**	
Overhead -- *Liabitity Insurance*	$ 1,343.00	
TOTAL Program Costs	**$ 133,814.00**	
		$ -

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 11, 2020
Subject:	E. Highland Extension Road speed limit adjustment
Presenter:	
Prepared By:	Clayton Rawlings
Reviewed By:	Doug D'Hondt

PA Review, Approval to Form: ☐ Yes ☐ No ☒ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:

- ☒ Consent Agenda
- ☐ Public Hearing
- ☐ Scheduled Business

Type of Action Needed: *(Multiple boxes can be checked, if necessary)*

- ☐ Discussion Only
- ☐ Decision / Direction
- ☐ Sign Letter / Document
- ☐ Pass Motion
- ☒ Pass Resolution
- ☐ Pass Ordinance
- ☐ Execute Contract

Summary / Background Information

Benton County Public Works Department conducted a county wide analysis regarding County roadways that currently have no posted speed limit. Efforts were put forth to determine if statue speed limits are sufficient for said roadways. Determination was made by the speed data collected, traffic data, field evaluation, and engineering judgement.

A speed study and traffic evaluation has been performed for data collection and consideration of adjusting the current 50 MPH speed limit on E. Highland Extension Road. MP (0.0-0.50).

Fiscal Impact

Amount: $300.00

Fund: Road Fund (0101-101)

Installation of two speed limit signs at a cost of $150 per sign assembly for a total of $300.

Recommendation

The County Engineer recommends adjusting the speed limit on E. Highland Extension Road from the current statue speed of 50 MPH to 35 MPH based off the speed data collected, field inspection, engineering judgement and the 85th percentile.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY WASHINGTON:

IN THE MATTER OF TRAFFIC CONTROL ON CERTAIN COUNTY ROADS RE: ADJUSTING THE SPEED LIMIT ON E. HIGHLAND EXTENSION ROAD

WHEREAS, RCW 46.61.415 provides that local authorities may establish or alter maximum speed limits; and

WHEREAS, the Public Works Department conducted a county wide analysis of roadways that currently had no posted speed limits; and

WHEREAS, the County Engineer has identified E. Highland Extension Road as needing to have the speed limit adjusted and recommends designating a speed limit on this County road based on the characteristics of the road and residential status of the neighborhood; and

WHEREAS, the Board of County Commissioners of Benton County, Washington, concurs with the County Engineer and is desirous of making certain restrictions on the traffic using the County Road designated below in the protection of life, health, safety, welfare and convenience of the inhabitants of the County; **NOW THEREFORE**

BE IT RESOLVED by the Board of County Commissioners of Benton County, Washington, that the traffic control on E. Highland Extension Road shall be as follows:

It shall be unlawful for the operator of any vehicle to operate the same in excess of the speed limit listed below on the following roadway:

Road Name	Starting Point	Ending Point	Current Speed Limit	New Speed Limit
E Highland Ext.	MP 0.0	MP 0.50	Unposted-50 MPH	35 MPH

Dated this 11th day of August 2020.

_____
Chairman

_____
Chairman Pro-Tem

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

Attest:_____
Clerk of the Board

Orig.: Public Works

C. Rawlings

TRAFFIC EVALUATION FORM

Benton County Public Works

ROAD: E Highland Extension

ROAD LOG #: 34740

GEOGRAPHIC AREA: Rural Benton City

DATE: 10/10/2019

ROAD DESCRIPTION SUMMARY: E Highland Extension runs west to east connectiong SR-225 to River road. Road is primarily used as a rural low access road for residence.

ROAD SURFACE TYPE:

CHIP	HMA	GRAVEL
X		

Traffic Count Information

	Start	Finish	ADT	85TH
Most recent count date:	9/18/2019	9/25/2019	343	36
Previous Count date:	11/2/2015	11/8/2015	348	38

ROAD CHARACTERISTICS

Lane Width: 10' 1"

Shoulder Width: 3'

Centerline	YES	NO	Edgeline	YES	NO
		X			X

Advisory Speeds	YES	Speed	MPH	NO
				X

CLEAR ZONE/TERRAIN DESCRIPTION: Curve at the west end of the road that causes some sight distance at current statue speed of 50 MPH.

CURRENT POSTED/STATUE SPEED: 50

PROPOSED: 35

7/9/2020

Public Works Department

PO Box 1001
Prosser, WA 99350
Phone (509) 786-5611
www.co.benton.wa.us

SPEED EVALUATION
E. Highland Extension Road (34740)

A speed study and traffic evaluation has been performed for data collection and consideration of adjusting the current speed limit on E. Highland Extension Road (MP 0.0-0.50).

Review Reason

Benton County Public Works Department conducted a county wide analysis regarding roadways that currently have no posted speed limit. Efforts to determine if statue speed limits are sufficient for said roadways were determined by speed data collection, traffic data, field evaluation, and engineering judgement.

Existing Road Conditions

E. Highland Extension Road runs west to east from SR-225 to River Road. Both the beginning and ending intersections of the road are T-intersections with stop conditions. E. Highland Extension Road has no longitudinal markings and small shoulders.

Sight Distance and Safety

The majority of E. Highland Extension Road has adequate sight distance for the exception of a curve at the west end of the road. Higher speeds in this curve cause sight distance problems. All of the parcels on E. Highland Extension Road are residential as is most of the traffic volume.

Recommendation

Based on the speed study data collected, striving to have uniformity on like County roads, Public Works Department field inspection, and engineering judgment I recommend adjusting the speed limit from the current statue speed of 50 MPH to 35 MPH. The new speed was determined by evaluating the road condition, lane widths, clear zone, traffic data, and the 85th percentile for speed.

Clayton Rawlings

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 11, 2020
Subject:	MOU Modification with US Marshals – Violent Offender Task Force
Presenter:	N/A
Prepared By:	Katie Gillies, CFO
Reviewed By:	Steve Caughey, Commander

PA Review, Approval to Form: ☐ Yes ☐ No ☒ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

Per Resolution 2020-120 dated February 4, 2020, the Board of Benton County Commissioners approved the MOU for the Joint Law Enforcement Operations Task Force between Benton County Sheriff's Office and US Marshal Eastern District of Washington of a reimbursement to Benton County for an amount up to $12,157 for the period of 10/15/19 – 09/30/20.

The BCSO received the attached MOU Modification, increasing the MOU by $4,632 bring the total cap to $17,149.00 for the period of 10/15/19 – 09/30/20

Fiscal Impact

This additional $4,632.00 was included in the 2019-2020 budget process under expenditures or revenue.

Recommendation

The Board of Benton County Commissioners hereby moves to approves the attached MOU Modification for the Joint Law Enforcement Operations Task Force between Benton County Sheriff's Office and USMS Eastern District of Washington for a reimbursement to Benton County up to $17,149.00 for the period of October 15, 2019 thru September 30, 2020 and hereby authorizing the Benton County Sheriff's signature on the attached MOU Modification.

Suggested Motion

Approve as part of consent agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE BOARD OF BENTON COUNTY COMMISSIONERS AUTHORIZING THE BENTON COUNTY SHERIFF'S SIGNATURE ON THE MOU MODIFICATION BETWEEN BENTON COUNTY SHERIFF'S OFFICE AND UNITED STATES MARSHAL - EASTERN DISTRICT OF WASHINGTON FOR THE JOINT LAW ENFORCEMENT OPERATIONS TASK FORCE FOR FY2020

WHEREAS, the United States Marshal Service (USMS) has been granted authority to direct and coordinate permanent USMS Violent Offender Task Forces consisting of Federal, state, and local law enforcement for the purpose of locating and apprehending fugitives; and

WHEREAS, per 2020-120 dated February 4, 2020, the Board of Benton County Commissioners approved the Memorandum of Understanding (MOU) for the Joint Law Enforcement Operations Task Force between Benton County Sheriff's Office and USMS Eastern District of Washington for a reimbursement to Benton County up to an amount of $12,517 for the period of October 15, 2019 thru September 30, 2020; and

WHEREAS, the reimbursement is granted by the USMS, if funding is available, for 1) overtime incurred by the state or local investigators who provided full time support to USMS joint law enforcement task forces; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for state and local investigators in direct support of state and local investigators; and

WHEREAS, the BCSO received a MOU Modification to add $4,632 to the previous MOU Modification request, bringing the total cap amount to $17,149.00; and

WHEREAS, the Benton County Sheriff recommends moving forward with the attached MOU Modification between the Benton County Sheriff's Office and USMS Eastern District of Washington and requests the Board of Commissioners authorize the Sheriff's signature on the attached MOU Modifications; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby approves the attached MOU Modification for the Joint Law Enforcement Operations Task Force between Benton County Sheriff's Office and USMS Eastern District of Washington for a reimbursement to Benton County for an amount up to $17,149, for the period of October 15, 2019 thru September 30, 2020; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Benton County Sheriff's signature on the attached MOU Modification.

Dated this ____ day of _____, 2020

_____
Chairman

_____
Member

_____
Member

Attest: _____

Clerk of the Board

Constituting the Board of County
Commissioners of Benton County, Washington

U.S. Department of Justice
United States Marshals Service

Joint Law Enforcement Operations Task Force
Modification Document

INSTRUCTIONS: See last page for detailed instructions.

SECTION 1: OBLIGATION

DOCUMENT CONTROL #: M-20-D85-O-000046

SECTION 2: PARTICIPATING AGENCIES

The United States Marshals Service will modify funding provided pursuant to the Memorandum of Understanding (MOU) in place between:

Benton County Sheriff's Office

and

Eastern District of Washington (85)

All other terms and conditions of the MOU remain the same.

SECTION 3: APPROPRIATION DATA

FISCAL YEAR	ORGANIZATION	FUND	PROJECT	SOC / PURPOSE
2020	D85	AFF-B-OP	JLEOTFS4	25302 - TFO Overtime

Current Funded Amount: $12,517.00
Adjusted Amount: $4,632.00
Revised Amount: $17,149.00

SECTION 4: DESCRIPTION OF MODIFICATION

Funding adjustment for the reimbursement of USMS approved Overtime for Task Force Officers (TFO) assigned to the Pacific Northwest Violent Offender Task Force for the period of 10/15/19 - 09/30/20

Amount Authorized to Date: $17,149.00

SECTION 5: CONTACT INFORMATION

DISTRICT/RFTF CONTACT:		STATE/LOCAL CONTACT:	
Name:	SDUSM Benjamin Haraseth	Name:	
Phone:	509-368-3613	Phone:	
E-mail:	benjamin.haraseth@usdoj.gov	E-mail:	

SECTION 6: AUTHORIZATION

USMS Representative - Certification of Funds:

Signature: Jacqueline Gabert AO Date: 7-17-2020

Jacqueline Gabert, Administrative Officer

Chief Deputy or RFTF Commander - Obligation Approval:

Signature: Date: 7/17/2020

Jerome Brown, (A)CDUSM

Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-1811-12, Step 1, of the general pay scale for the RUS. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted monthly or quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the Task Force during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator.

Departmental Representative - Acknowledgement:

Signature: Date: 7/30/20

[Type Name and Title]

FORM USM-607A INSTRUCTIONS

The Joint Law Enforcement Operations Task Force Modification Document is designed to provide district and regional fugitive task forces with one standard form to record increases or decreases in funding for existing obligations. For new obligations, please refer to Form USM-607, Joint Law Enforcement Operations Task Force Obligation Document. Joint Law Enforcement Operations partnerships with state and local agencies exist under a reimbursable agreement detailed in the Memorandum of Understanding. The United States Marshals Service reserves the right to modify funding as needed and will provide notification of any changes to the JLEO participating agency.

SECTION 1: Obligation Number

A. Enter UFMS Document Control number for the existing obligation to be modified.

SECTION 2: Participating Agencies

A. BOX 1: Enter name of state or local JLEO participating agency.
B. BOX 2: Use drop down menu to select appropriate USMS District/RFTF.

SECTION 3: Appropriation Data

A. Insert valid appropriation data in the fields provided, using the original obligation document for reference.

SECTION 4: Description of Modification

A. Enter a brief description of the reason or purpose for the modification. Space is limited to a maximum of 150 characters.
B. If a more detailed description is necessary, please note "See attached" in the text field, type the full description of the modification into a new document and attach the additional page to this form. Be sure to note the obligation number on the attachment.

SECTION 5: Contact Information

A. Enter District/RFTF contact information (Box 1) and State/Local contact information (Box 2).

SECTION 6: Authorization

A. Certification of Funds: Signature will be applied by USMS District official or IOD representative (RFTF).
B. Obligation Approval: Signature will be applied by District or RFTF representative.
C. Acknowledgement: The JLEO participant can acknowledge receipt of the modification form in one of two ways:
   1. Sign the completed Form USM-607A and return to the issuing District/RFTF office.
   2. Send an email to the District/RFTF point of contact acknowledging that the agency has received and understood the USM-607A. The USMS POC will then print the e-mail and attach to the modification form in lieu of an agency signature.

When completed, the form will be returned to the District/RFTF office. Districts are responsible for modifying obligations in UFMS according to the USM-607A information. RFTF modifications will be forwarded to Headquarters IOD to be entered into UFMS.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 11, 2020
Subject:	Purchase Agreement for Taser Equipment
Presenter:	N/A
Prepared By:	Katie Gillies, CFO
Reviewed By:	Jon Law, Commander

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

Per Resolution 2019-546 dated July 23, 2019 the Board of Benton County Commissioners approved the Purchase Agreement with Axon Enterprises, Inc. for the purchase of weapons, air tasers, electronic incapacitation devices, and all other taser equipment by utilizing Washington State Contract No. 02315 for a term commencing July 23, 2019 and expiring June 2, 2020 for the Benton County Sheriff's Office and Corrections.

The Benton County Sheriff's Office wishes to enter into their own Purchase Agreement for the purchase of above said equipment by utilizing Washington State Contract No. 02315 from either Axon Enterprises, Inc. and/or ProForce Law Enforcement being their subcontractor and distributor for a term commencing upon signature of both parties and expiring June 2, 2021, for an amount not to exceed $30,000 plus any applicable W.S.S.T

Fiscal Impact

Amount: $30,000, plus any applicable W.S.S.T

Fund: 0141101 – Sheriff's Equipment Purchase and Replacement fund

Recommendation

Approve the attached Resolution and Purchase Agreement between Benton County and Axon Enterprises, Inc. for a contract not to exceed $30,000 plus any applicable W.S.S.T and a term commencing upon both parties signature and expiring June 2, 2021.

Suggested Motion

Approve as part of consent agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PURCHASE OF WEAPONS, AIR TASERS & ELECTRONIC INCAPACITATION DEVICES FROM AXON ENTERPRISES, INC. OR PROFORCE LAW ENFORCEMENT AS THEIR SUBCONTRACTOR, UTILIZING WASHINGTON STATE CONTRACT NO. 02315 FOR THE BENTON COUNTY SHERIFF'S OFFICE

WHEREAS, Washington State Contract No. 02315 allows for the purchase of taser weapons and accessories from Axon Enterprises, Inc., Scottsdale, AZ with ProForce Law Enforcement, Prescott, AZ being their subcontractor and distributor; and

WHEREAS, per Resolution 2019-546, the Board of Benton County Commissioners approved the Purchase Agreement with Axon Enterprises, Inc. for the purchase of weapons, air tasers, electronic incapacitation devices, and all other taser equipment by utilizing Washington State Contract No. 02315 for a term commencing July 23, 2019 and expiring June 2, 2020; and

WHEREAS, the Benton County Sheriff's Office wishes to renew the Purchase Agreement for the purchase of the above said equipment by utilizing Washington State Contract No. 02315 from either Axon Enterprises Inc, and/or ProForce Law Enforcement being their subcontractor and distributor for a term commencing upon signature of both parties and expiring June 2, 2021, for an amount not to exceed $30,000 plus any applicable W.S.S.T; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby approves the purchase of weapons, air tasers, electronic incapacitation devices, and all other taser equipment utilizing Washington State Contract No. 02315 from Axon Enterprises, Inc., or their subcontractor ProForce Law Enforcement with a total amount not to exceed $30,000 plus any applicable W.S.S.T, for a term commencing upon the signature of both parties and expiring June 2, 2021; and

BE IT FURTHER RESOLVED the Board is herby authorized to the sign the attached Purchase Agreement between Benton County and Axon Enterprises, Inc.

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, Purchase file

Prepared by: K. Gillies

DocuSign Envelope ID: 86AD92E4-225B-43E6-9039-957B19F6CB96

PURCHASE AGREEMENT
Benton County, Washington

Benton County is a political subdivision, with its principal offices located at 620 Market Street, Prosser, WA 99350

RESOLUTION No: _____

Resolution number must appear on all invoices, packing slips, packages, correspondence, etc.

Vendor: Axon Enterprises, Inc.
Vendor Code:
Vendor Contact: Caitlin Morgan
Vendor Contact Phone: (800) 978-2737
Vendor Principal Place of Business: 17800 N 85th St, Scottsdale, AZ 85255

Ship To:	Bill To:
Benton County Sheriff's Office 7122 W. Okanogan Pl. Bldg. A Kennewick, WA 99336	Benton County Sheriff's Office 7122 W. Okanogan Pl. Bldg. A Kennewick, WA 99336

AGREEMENT:
The Vendor agrees to make available the goods provided in Exhibit B to Benton County under the terms described herein.

Line	Description	Qty		
	Vendor agrees to make all the items provided in	TBD		
	Exhibit B available to the County for purchase at			
	the prices provided in Exhibit B, as currently in			
	effect, or hereafter amended pursuant to the State			
	of Washington Contract No. 02315.			
	ProForce Law Enforcement - Distributor			
	3009 North Highway 89			
	Prescott, AZ 86301			

The term of this Agreement shall commence upon signature of both parties and shall expire 6/2/2021. This Agreement supersedes all previous Agreements.

This purchase agreement incorporates by reference all terms and conditions issued off the State of Washington Contract No. 02315 (copy attached hereto as Exhibit A) as well as the Price Worksheet attached as Exhibit B.

Vendor signature on this Purchase Agreement certifies acceptance of this agreement and all terms and conditions, and supersedes any conflicting terms.

In case of conflict, the order of precedence is:
1. The State of Washington Contract No. 02315
2. Purchase Agreement including the Price Worksheet attached at Exhibit B as currently in effect or hereafter amended.

Questions and Clarifications should be Addressed to Buyer Contact:

Contact: Katie Gillies
Address: 7122 W. Okanogan Pl, Bldg. B
Kennewick, WA 99336
Phone: 509-735-6555 ext. 38273
Email: Katie.Gillies@co.benton.wa.us

Approved as to Form
(Deputy Prosecutor): _____
Ryan J. Lukson, Civil DPA

DocuSign Envelope ID: 86AD92E4-225B-43E6-9039-957B19F6CB96

By signing in the space provided, the parties hereby acknowledge the following:

1) The person executing the Agreement is authorized to enter into and undertake contractual financial obligations on behalf of his/her party;
2) The person executing this Agreement is authorized to do so by his/her party;
3) The parties agree that they shall be bound by facsimile or electronic copies of Agreements (including purchase orders) and further agree that such copies shall constitute the original agreement(s) for all purposes.

Vendor Name (Print): Robert Driscoll Title: VP, Assoc. General Counsel Date: 7/30/2020 | 10:51 AM MST

Vendor Signature: DocuSigned by: 55DAEBB131A4424...

Chairman
Benton County
Board of Commissioners: _____ Date: _____
Jim Beaver, Chairman

Member
Benton County
Board of Commissioners: _____ Date: _____
Jerome Delvin, Pro-Tem

Member
Benton County
Board of Commissioners: _____ Date: _____
Shon Small, Member

Washington State Department of
Enterprise Services
CONTRACTS & LEGAL SERVICES DIVISION
MASTER CONTRACTS & CONSULTING UNIT

Ordering & Pricing Information

#02315 – Air Taser and Electronic Incapacitation Devices

COMPANY INFORMATION Axon Enterprises, Inc. 17800 N 85th Street Scottsdale, AZ 85255	
Ordering Contact/Address: Name: Sales Operations Email: contracts@axon.com Address: 17800 N 85ht Street Scottsdale, AZ 85255 Phone: 800-978-2737	Payment/Usage contact information: Name: Caitlin Morgan Address: 17800 N 85ht Street Scottsdale, AZ 85255 Phone: 800-978-2737
Customer Service Contact: Name: Caitlin Morgan Email: cs@axon.com Address: 17800 N 85ht Street Scottsdale, AZ 85255	
Federal Tax ID number:	86-0741227
Wash. Dept. of Revenue Registration No.:	602-884-866
Purchasing Cards:	Visa, MasterCard, American Express, EFT/ACH
Prompt Payment Discount	NO
Oregon Cooperative Charge	
Subcontractor:	
ProForce Law Enforcement 3009 North Highway 89 Prescott, AZ 86301 Mike Massimo 800-367-5855	

86-1022874

DES Contracts Administrator:	DES Customer Service:
Richard Worthy, 360-407-7932 richard.worthy@des.wa.gov	360-407-2210 contractingandpurchasing@des.wa.gov

Product Code	Product Description	Unit of Issue	New Price
85181	TASER 60 YEAR 1 PAYMENT: X26P BASIC	N/A	$291.00
85182	TASER 60 YEAR 2 PAYMENT: X26P BASIC	N/A	$291.00
85183	TASER 60 YEAR 3 PAYMENT: X26P BASIC	N/A	$291.00
85184	TASER 60 YEAR 4 PAYMENT: X26P BASIC	N/A	$291.00
85185	TASER 60 YEAR 5 PAYMENT: X26P BASIC	N/A	$291.00
85705	TASER 60 YEAR 1 PAYMENT: X26P UNLIMITED	N/A	$445.00
85706	TASER 60 YEAR 2 PAYMENT: X26P UNLIMITED	N/A	$445.00
85707	TASER 60 YEAR 3 PAYMENT: X26P UNLIMITED	N/A	$445.00
85708	TASER 60 YEAR 4 PAYMENT: X26P UNLIMITED	N/A	$445.00
85709	TASER 60 YEAR 5 PAYMENT: X26P UNLIMITED	N/A	$445.00

22002	Black X2 CEW	EA	$1,220.00
22003	Yellow X2 CEW	EA	$1,220.00
22014	4-year Extended Warranty	EA	$378.00
22150	15’ Live Smart Cartridge	EA	$36.00
22151	25’ Live Smart Cartridge	EA	$38.00
22155	Inert Simulator 25’ Smart Cartridge	EA	$50.00
22157	25’ Training Smart Cartridge (Blue Blast Door/Non-conductive)	EA	$37.00
26810	TASER CAM HD	EA	$570.00
26820	TASER CAM HD with Automatic Shut-Down (AS) Feature	EA	$600.00
26762	TASER CAM HD USB download kit	EA	$18.00
26763	TASER CAM HD 4-Year Extended Warranty	EA	$150.00
26764	TASER CAM HD Replacement Battery	EA	$62.00
22013	Kit, Dataport Download, USB, X2	EA	$200.00
22018	Grip, CEW, Hogue, packaged	EA	$19.00
80004	Target, Conductive, 2-Part, Top and Bottom	EA	$33.00
44550	Sim Suit Model II	EA	$675.00

11002	Black X26P CEW, class III LASER	EA	$1,065.00
11003	Yellow X26P CEW, class III LASER	EA	$1,065.00
22010	Performance Power Magazine (PPM)	EA	$65.00
22012	Tactical Performance Power Magazine (TPPM)	EA	$65.00
11010	eXtended Performance Power Magazine (XPPM)	EA	$76.00
22011	Automatic Shut-Down Power Magazine (APPM)	EA	$78.00
11015	eXtended Automatic Shut-Down Power Magazine (XAPPM)	EA	$82.00
11501	Holster, X26P, Right Hand, Blackhawk!	EA	$64.00
11504	Holster, X26P, Left Hand, Blackhawk!	EA	$64.00
11004	4-year Extended Warranty	EA	$331.00
26810	TASER CAM HD	EA	$570.00
26820	TASER CAM HD with Automatic Shut-Down (AS) Feature	EA	$600.00
26763	TASER CAM HD 4-Year Extended Warranty	EA	$150.00
26764	TASER CAM HD Replacement Battery	EA	$62.00
22013	Kit, Dataport Download, USB	EA	$200.00

22018	Grip, CEW, Hogue, packaged	EA	$19.00
34200	15’ Field Use3	EA	$27.00
44200	21’ Field Use	EA	$29.00
44203	25’ XP Field Use	EA	$33.00
44205	21’ Non-Conductive Sim	EA	$28.00
85000	Alligator Clip Cartridge	EA	$55.00
26700	Digital Power Magazine (DPM)	EA	$44.00
26701	eXtended Digital Power Magazine (XDPM)	EA	$50.00
26500	X26 Dataport Download Kit	EA	$196.00
22010	Performance Power Magazine (PPM)	EA	$65.00
22012	Tactical Performance Power Magazine (TPPM)	EA	$65.00
22011	Automatic Shut-Down Power Magazine (APPM)	EA	$78.00
70116	Signal Performance Power Magazine (SPPM)1	EA	$100.00
22502	Holster, X2, Right Hand, Safariland STX Basketweave	EA	$99.00
22505	Holster, X2, Left Hand, Safariland STX Basketweave	EA	$99.00
22507	Holster, X2, Right Hand, Safariland STX Hi Gloss	EA	$99.00

22508	Holster, X2, Left Hand, Safariland STX Hi Gloss	EA	$99.00
44415	Sim Suit Helmet	EA	$110.00
44416	Sim Suit Gloves, Set	EA	$62.00
70116	Signal Performance Power Magazine (SPPM)1	EA	$100.00
26762	TASER CAM HD USB download kit	EA	$18.00
80004	Target, Conductive, 2-Part, Top and Bottom	EA	$33.00
44550	Sim Suit Model II	EA	$675.00
44415	Sim Suit Helmet	EA	$110.00
44416	Sim Suit Gloves, Set	EA	$62.00
44952	Holster, X26, Right Hand, Blade-Tech	EA	$43.00
44953	Holster, X26, Left Hand, Blade-Tech	EA	$43.00
44972	Holster, X26, Right Hand, BLACKHAWK!	EA	$43.00
44973	Holster, X26, Left Hand, BLACKHAWK!	EA	$43.00

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State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

Axon Enterprise, Inc.
17800 N 85th Street
Scottsdale, AZ 85255

SIXTH AMENDMENT
TO
CONTRACT NO. 02315
AIR TASERS AND ELEC. INCAPACITATION DEVICES

This Sixth Amendment ("Amendment") to Contract No. 02315 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Axon Enterprise, Inc., a Delaware corporation ("Contractor") and is dated effective as of June 3, 2020.

RECITALS

A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 02315 for Air Tasers and Elec. Incapacitation Devices dated effective as of June 3, 2015 ("Contract").

B. The Parties previously amended the Contract as follows:

   a. Amendment 1 effective November 2, 2016 (Added Taser Assurance Plan (TAP)

   b. Amendment 2 effective April 1, 2017 (Increase VMF, Price adjustment, Contract extension, and name change)

   c. Amendment 3 effective October 1, 2018 (Added Taser 60 & Taser 60 unlimited plan)

   d. Amendment 4 effective March 12, 2019 (Removed Taser Assurance Plan)

   e. Amendment 5 effective May 1, 2019 (Extended term and adjusted product pricing)

C. The amendment set forth herein is within the scope of the Contract.

D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. TERM. The term of this contract is hereby extended from June 3, 2020, to now expire June 02, 2021, which is max term for this contract.

2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.

3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the

DocuSign Envelope ID: 114E0E43-D566-4738-BF73-1775FE0E5500

Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

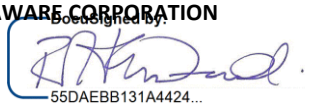
5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.

6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

AXON ENTERPRISE, INC.,
A DELAWARE CORPORATION

DocuSigned by:

By: 
55DAEBB131A4424...

Name: Robert Driscoll

Title: VP, Assoc. General Counsel

Date: 6/1/2020 | 5:06 PM MST

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: *Danny Pratt* (Electronic Signature)

Name: Danny Pratt

Title: Contract Specialist 3

Date: 06/02/2020

Katie Gillies

From: Ryan Lukson
Sent: Tuesday, June 23, 2020 11:01
To: Katie Gillies
Subject: RE: Purchase Agreement w/Axon(ProForce) - Taser Equipment

Looks good to me.

Ryan J. Lukson
Deputy Pros. Attorney, Civil
Benton Co. Pros. 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: Katie Gillies <Katie.Gillies@co.benton.wa.us>
Sent: Monday, June 22, 2020 2:35 PM
To: Ryan Lukson <Ryan.Lukson@co.benton.wa.us>
Subject: Purchase Agreement w/Axon(ProForce) - Taser Equipment

Hi Ryan,

Attached is the renewal purchase agreement with Axon for Tasers for your review and approval. Thanks!

KATIE GILLIES
Chief Financial Officer
Benton County Sheriff's Office
7122 W. Okanogan Place, BldG. A
Kennewick, Washington 99336
509-735-6555

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 11th, 2020
Subject:	Benton Irrigation District; Franchise Renewal
Presenter:	Cristina Woods, Public Works
Prepared By:	Cristina Woods, Public Works
Reviewed By:	Douglas D'Hondt, County Engineer

PA Review, Approval to Form: ☐ Yes ☐ No ☒ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:

- ☐ Consent Agenda
- ☒ Public Hearing
- ☐ Scheduled Business

Type of Action Needed: *(Multiple boxes can be checked, if necessary)*

- ☐ Discussion Only
- ☐ Decision / Direction
- ☐ Sign Letter / Document
- ☒ Pass Motion
- ☐ Pass Resolution
- ☐ Pass Ordinance
- ☐ Execute Contract

Summary / Background Information

Benton County has received an application to renew a Franchise Order and Agreement for irrigation lines from Benton Irrigation District.

Fiscal Impact

None

Recommendation

Benton County Public Works recommends the Commissioners approve the Franchise Order and Agreement with Benton Irrigation District, subject to the 6 items listed in the report to the Commissioners.

Suggested Motion

Move to approve Franchise Order and Agreement with Benton Irrigation District, subject to the 6 items listed in the report to the Commissioners.

Public Works Department

PO Box 1001
Prosser, WA 99350
PHONE (509) 786-5611
www.co.benton.wa.us

August 11th, 2020

BOARD OF COUNTY COMMISSIONERS
Benton County Courthouse
Prosser, WA 99350

RE: Application for Franchise: Benton Irrigation District

Commissioners:

Benton Irrigation District has filed a petition for a nonexclusive franchise to have irrigation lines within Benton County road right of way.

This office has reviewed the request and based upon our current franchise requirements recommends approval of the request subject to the following conditions:

1. The term of the franchise be for a ten (10) year period.

2. The Grantee shall 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.

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 reconstruction, maintenance, or any other reason, said work shall be at the Grantee's expense.

5. The franchise is nonexclusive.

6. The Grantee sign the Order and Agreement for Nonexclusive Franchise, which will be prepared based upon the requirements set forth at the public hearing.

If you have any questions, please contact this office.

Sincerely,

Douglas D'Hondt, P.E.
County Engineer

BEFORE THE BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPLICATION OF
Benton Irrigation District FOR A
(Please print name of company exactly as it will appear in franchise)
NONEXCLUSIVE FRANCHISE TO LOCATE, CONSTRUCT, MAINTAIN, OPERATE USE REPAIR, AND IF NECESSARY REPLACE A
Irrigation Lines WITHIN THE COUNTY OF
(Please print exact wording as it will appear in franchise)
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.

(County use:)

No. _____
APPLICATION FOR FRANCHISE PURSUANT TO RCW 36.55.040.

TO THE HONORABLE BOARD OF COUNTY COMMISSIONERS,
BENTON COUNTY, WASHINGTON:

Benton Irrigation District, duly authorized to transact business in the State of Washington (Grantee), hereby applies for the authority and a nonexclusive franchise, to be granted to said Grantee to locate, construction, maintain, operate, use, repair, and, if necessary, remove facilities upon, over, under, along and across any and all Benton County roads, highways, streets, alleys and bridges of which all or portions thereof are physically located in the Sections, Townships, and Ranges within the County of Benton, State of Washington, as set forth in the schedule marked "Exhibit A" attached hereto and by this reference made a part hereof, excluding, however, any portions thereof which are within the corporate limits of any incorporated city or town, but including all portions which are within any unincorporated town or community.

Grantee requests that the Board of County Commissioners fix a time and place for hearing this application, and cause the County Engineer of Benton County to give public notice of said hearing at the expense of said applicant, by posting notices of said hearings in three (3) public places in the county seat of said Benton County, at least fifteen days before the day fixed for said hearing, and also cause to be published a like notice, at the expense of said applicant, two (2) times in the official newspaper of the Benton County, the last publication of such notice to be not less than five (5) days before the day fixed for said hearing; which notice shall state the name of the applicant, shall describe the Benton County roads, highways, streets, alleys, bridges or portions thereof within said Benton County to be included in the franchise for which this application is made by reference to the Sections, Townships, and Ranges in which they are physically located, and shall show the time and place fixed for said hearing.

The Franchise Application fee in the amount of $500.00, in the form of Check (cash or check), accompanies this application and is non-refundable. Upon approval, the franchise term will be for a period of ten (10) years.

Dated this 13 day of MAY, 2020.

Respectfully submitted by:

Ed Mitchell
Name of Authorized Agent PLEASE PRINT

509-588-4396
Phone Number of Applicant

Signature of Authorized Agent

509-588-8170
FAX Number of Applicant

47506 Highland Rd PO Box 626
Address of Applicant

Dianne Andrews
2nd Name of Authorized Agent PLEASE PRINT (if required)

Benton City WA 99320
City State Zip

2nd Signature of Authorized Agent (if required)

BidMitchell@frontier.com
E-mail address

Revised 08-06-2013

EXHIBIT A

All unincorporated areas of Benton County

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 11th, 2020
Subject:	Oasis Water Corporation; Franchise Renewal
Presenter:	Cristina Woods, Public Works
Prepared By:	Cristina Woods, Public Works
Reviewed By:	Douglas D'Hondt, County Engineer

PA Review, Approval to Form: ☐ Yes ☐ No ☒ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☐ Consent Agenda	☐ Discussion Only	☒ Pass Motion
☒ Public Hearing	☐ Decision / Direction	☐ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

Benton County has received an application to renew a Franchise Order and Agreement for water system and facilities from Oasis Water Corporation.

Fiscal Impact

None

Recommendation

Benton County Public Works recommends the Commissioners approve the Franchise Order and Agreement with Oasis Water Corporation, subject to the 6 items listed in the report to the Commissioners.

Suggested Motion

Move to approve Franchise Order and Agreement with Oasis Water Corporation, subject to the 6 items listed in the report to the Commissioners.

Public Works Department

PO Box 1001
Prosser, WA 99350
PHONE (509) 786-5611
www.co.benton.wa.us

August 11th, 2020

BOARD OF COUNTY COMMISSIONERS
Benton County Courthouse
Prosser, WA 99350

RE: Application for Franchise: Oasis Water Corporation

Commissioners:

Oasis Water Corporation has filed a petition for a nonexclusive franchise to have irrigation lines within Benton County road right of way.

This office has reviewed the request and based upon our current franchise requirements recommends approval of the request subject to the following conditions:

1. The term of the franchise be for a ten (10) year period.

2. The Grantee shall 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.

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 reconstruction, maintenance, or any other reason, said work shall be at the Grantee's expense.

5. The franchise is nonexclusive.

6. The Grantee sign the Order and Agreement for Nonexclusive Franchise, which will be prepared based upon the requirements set forth at the public hearing.

If you have any questions, please contact this office.

Sincerely,

Douglas D'Hondt, P.E.
County Engineer

BEFORE THE BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPLICATION OF
OASIS WATER CORPORATION FOR A
(Please print name of company exactly as it will appear in franchise)
NONEXCLUSIVE FRANCHISE TO LOCATE, CONSTRUCT, MAINTAIN, OPERATE USE REPAIR, AND IF NECESSARY REPLACE A WATER SYSTEM AND FACILITIES WITHIN THE COUNTY OF
(Please print exact wording as it will appear in franchise)
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.

(County use:)

No. _____
APPLICATION FOR FRANCHISE PURSUANT TO RCW 36.55.040.

TO THE HONORABLE BOARD OF COUNTY COMMISSIONERS,
BENTON COUNTY, WASHINGTON:

OASIS WATER CORPORATION, duly authorized to transact business in the State of Washington (Grantee), hereby applies for the authority and a nonexclusive franchise, to be granted to said Grantee to locate, construction, maintain, operate, use, repair, and, if necessary, remove facilities upon, over, under, along and across any and all Benton County roads, highways, streets, alleys and bridges of which all or portions thereof are physically located in the Sections, Townships, and Ranges within the County of Benton, State of Washington, as set forth in the schedule marked "Exhibit A" attached hereto and by this reference made a part hereof, excluding, however, any portions thereof which are within the corporate limits of any incorporated city or town, but including all portions which are within any unincorporated town or community.

Grantee requests that the Board of County Commissioners fix a time and place for hearing this application, and cause the County Engineer of Benton County to give public notice of said hearing at the expense of said applicant, by posting notices of said hearings in three (3) public places in the county seat of said Benton County, at least fifteen days before the day fixed for said hearing, and also cause to be published a like notice, at the expense of said applicant, two (2) times in the official newspaper of the Benton County, the last publication of such notice to be not less than five (5) days before the day fixed for said hearing; which notice shall state the name of the applicant, shall describe the Benton County roads, highways, streets, alleys, bridges or portions thereof within said Benton County to be included in the franchise for which this application is made by reference to the Sections, Townships, and Ranges in which they are physically located, and shall show the time and place fixed for said hearing.

The Franchise Application fee in the amount of $500.00, in the form of CHECK #648 (cash or check), accompanies this application and is non-refundable. Upon approval, the franchise term will be for a period of ten (10) years.

Dated this 9TH day of MAY, 2020.

Respectfully submitted by:

PAUL CHRISTENSEN
Name of Authorized Agent PLEASE PRINT

Paul Christensen
Signature of Authorized Agent

P.O. BOX 4766
Address of Applicant

PASCO WA 99302
City State Zip

PDCHRISTENSEN@CHARTER.NET
E-mail address

Office 509-492-4050
Phone Number of Applicant

Cell 509-460-1202
~~FAX~~ Number of Applicant

_____
2nd Name of Authorized Agent PLEASE PRINT (if required)

_____
2nd Signature of Authorized Agent (if required)

EXHIBIT A

All unincorporated areas of Benton County

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 11th, 2020
Subject:	Public Utility District No.1 of Klickitat County; Franchise Renewal
Presenter:	Cristina Woods, Public Works
Prepared By:	Cristina Woods, Public Works
Reviewed By:	Douglas D'Hondt, County Engineer

PA Review, Approval to Form: ☐ Yes ☐ No ☒ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:

- ☐ Consent Agenda
- ☒ Public Hearing
- ☐ Scheduled Business

Type of Action Needed: *(Multiple boxes can be checked, if necessary)*

- ☐ Discussion Only
- ☐ Decision / Direction
- ☐ Sign Letter / Document
- ☒ Pass Motion
- ☐ Pass Resolution
- ☐ Pass Ordinance
- ☐ Execute Contract

Summary / Background Information

Benton County has received an application to renew a Franchise Order and Agreement for electric transmission and distribution system from Public Utility District No.1 of Klickitat County.

Fiscal Impact

None

Recommendation

Benton County Public Works recommends the Commissioners approve the Franchise Order and Agreement with Public Utility District No.1 of Klickitat County, subject to the 6 items listed in the report to the Commissioners.

Suggested Motion

Move to approve Franchise Order and Agreement with Public Utility District No.1 of Klickitat County, subject to the 6 items listed in the report to the Commissioners.

Public Works Department

PO Box 1001
Prosser, WA 99350
PHONE (509) 786-5611
www.co.benton.wa.us

August 11th, 2020

BOARD OF COUNTY COMMISSIONERS
Benton County Courthouse
Prosser, WA 99350

RE: Application for Franchise: Public Utility District No.1 of Klickitat County

Commissioners:

Public Utility District No.1 of Klickitat County has filed a petition for a nonexclusive franchise to have irrigation lines within Benton County road right of way.

This office has reviewed the request and based upon our current franchise requirements recommends approval of the request subject to the following conditions:

1. The term of the franchise be for a ten (10) year period.

2. The Grantee shall 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.

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 reconstruction, maintenance, or any other reason, said work shall be at the Grantee's expense.

5. The franchise is nonexclusive.

6. The Grantee sign the Order and Agreement for Nonexclusive Franchise, which will be prepared based upon the requirements set forth at the public hearing.

If you have any questions, please contact this office.

Sincerely,

Douglas D'Hondt, P.E.
County Engineer

BEFORE THE BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPLICATION OF
Public Utility District No. 1 of Klickitat County FOR A
(Please print name of company exactly as it will appear in franchise)
NONEXCLUSIVE FRANCHISE TO LOCATE, CONSTRUCT, MAINTAIN, OPERATE USE REPAIR, AND IF NECESSARY REPLACE A
Electric Transmission and Distribution System WITHIN THE COUNTY OF
(Please print exact wording as it will appear in franchise)
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.

(County use:)

No. _____
APPLICATION FOR FRANCHISE PURSUANT TO RCW 36.55.040.

TO THE HONORABLE BOARD OF COUNTY COMMISSIONERS,
BENTON COUNTY, WASHINGTON:

Public Utility District No. 1 of Klickitat County, duly authorized to transact business in the State of Washington (Grantee), hereby applies for the authority and a nonexclusive franchise, to be granted to said Grantee to locate, construction, maintain, operate, use, repair, and, if necessary, remove facilities upon, over, under, along and across any and all Benton County roads, highways, streets, alleys and bridges of which all or portions thereof are physically located in the Sections, Townships, and Ranges within the County of Benton, State of Washington, as set forth in the schedule marked "Exhibit A" attached hereto and by this reference made a part hereof, excluding, however, any portions thereof which are within the corporate limits of any incorporated city or town, but including all portions which are within any unincorporated town or community.

Grantee requests that the Board of County Commissioners fix a time and place for hearing this application, and cause the County Engineer of Benton County to give public notice of said hearing at the expense of said applicant, by posting notices of said hearings in three (3) public places in the county seat of said Benton County, at least fifteen days before the day fixed for said hearing, and also cause to be published a like notice, at the expense of said applicant, two (2) times in the official newspaper of the Benton County, the last publication of such notice to be not less than five (5) days before the day fixed for said hearing; which notice shall state the name of the applicant, shall describe the Benton County roads, highways, streets, alleys, bridges or portions thereof within said Benton County to be included in the franchise for which this application is made by reference to the Sections, Townships, and Ranges in which they are physically located, and shall show the time and place fixed for said hearing.

The Franchise Application fee in the amount of $500.00, in the form of Check (cash or check), accompanies this application and is non-refundable. Upon approval, the franchise term will be for a period of ten (10) years.

Dated this 15th day of May, 2020.

Respectfully submitted by:

Public Utility Dist. No 1 of Klickitat County
Name of Authorized Agent PLEASE PRINT

(509) 773-5891
Phone Number of Applicant

Ron Schultz
Digitally signed by Ron Schultz
Date: 2020.05.15 11:57:25 -07'00'
Signature of Authorized Agent

(509) 773-4969
FAX Number of Applicant

1313 South Columbus Ave.
Address of Applicant

2nd Name of Authorized Agent PLEASE PRINT (if required)

Goldendale Wa 98620
City State Zip

2nd Signature of Authorized Agent (if required)

rschultz@klickpud.com
E-mail address

Revised 08-06-2013

EXHIBIT A

All unincorporated areas of Benton County

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	8/11/2020
Subject:	LIT for Treasurer – Change Grade on Position 1508
Presenter:	Ken Spencer & Lexi Wingfield
Prepared By:	Kirsten Yniguez
Reviewed By:	Linda Ivey

PA Review, Approval to Form: ☐ Yes ☐ No ☒ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☐ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☒ Decision / Direction	☒ Pass Resolution
☒ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

Change Office Assistant III, Grade 6 to Accounting Assistant II, Grade 7 effective August 1, 2020. Position remains Courthouse union and the union has been notified. In the 2021-2022 Budget, $4,000 will be unappropriated from line item 514.220.1905 Temporary Help, to appropriate funding for the increased Grade to position 1508.

Fiscal Impact

The grade change will be budget neutral as money will be transferred from Temp Help.

Recommendation

Approve resolution for LIT for position 1508 grade change from Courthouse 6 to Courthouse 7.

Suggested Motion

The Board signs the attached resolution for line item transfer.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0000101, DEPARTMENT NUMBER 124.

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

Kirsten Yniguez

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Treasurer

Dept Nbr: 124

Fund Name: Current Expense

Fund Nbr: 0000101

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
514.220	1905	Temporary Help	$1,000	514.220	1508	Accounting Assistant II	$1,000
TOTAL			$1,000	TOTAL			$1,000

Explanation:

Change Office Assistant III, Grade 6 to Accounting Assistant II, Grade 7 effective August 1, 2020. Position remains Courthouse union and the union has been notified. In the 2021-2022 Budget, $4,000 will be unappropriated from line item 514.220.1905 Temporary Help, to appropriate funding for the increased Grade to position 1508.

Prepared by: Kirsten Yniguez

Date: 22-Jul-2020

Approved ❑

Denied ❑

Date: _____

_____
Chairman

_____
Member

_____
Member