

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 18, 2020

9:00 AM **Call to Order**
Approval of Minutes
❖ **August 11, 2020**

Review Agenda

Consent Agenda

Auditor

a. Surplus of Personal Property

Clerk

b. Purchase of File Folders From Reed Mac for Superior Court Case Files

Corrections

c. Two Salary Request Statements ~ Custody Officers

Human Services

- d. Ratifying Agreement w/WA State Dept of Commerce for Homeless Housing Assistance Due to COVID-19

Information Technology

- e. Renewal Payment to SHI International Corp for Microsoft Licenses Software

Juvenile

- f. Truancy Contract w/Kennewick School District

Public Safety Tax

- g. Contract w/Communities in Schools of Benton-Franklin for In Schools and Beyond Program

Public Works

- h. Purchase of Freightliner Truck Cab & Chassis From Freightliner NW; Rescinding Resolution 2020-501

Risk

- i. Agreement w/The Crypsis Group, Inc. for Data Review & Entity List Generation

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 Renewal – Ormiston Orchards, Inc. ~ C Woods

Application for Franchise Renewal – Sunheaven Farms ~ C Woods

Other Business

Executive Session

Update on Pending Litigation ~ R Brown

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Tuesday, August 11, 2020, 9:00 a.m.

Meeting provided by Video Live-Broadcast and Telephonically

Present: Chairman James Beaver
Commissioner Jerome Delvin (via/WebEx)
Commissioner Shon Small (via/WebEx)
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 (via/video); Robert Blain, Director of Operations/Capital Assets; Alex Garcia, IT; Adam Fyall, Sustainable Development Manager; Treasurer Ken Spencer; HR Manager Lexi Wingfield.

Approval of Minutes

The Minutes of August 4, 2020 were approved.

Review Agenda

The following three items were added to “Other Business” for discussion:

- Approving Contract Change Order No. 7
- Memorandum of Agreement with Health District
- CARES Act Grant Contract

Consent Agenda

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

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

- g. Purchase of Laptop for Corrections from Dell, Inc.

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

Juvenile

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

Office of Public Defense

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

Prosecuting Attorney

- o. Agreement for Legal Services

Public Safety Tax

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

Public Works

- x. Speed Limit Adjustment – E. Highland Extension Road

Sheriff

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

Public Comment

None.

Public Hearing – Franchise Application – Benton Irrigation District

Cristina Woods, Public Works, (via/video) presented the application for Benton Irrigation District to renew a Franchise Order and Agreement for irrigation lines. She said the Public Works Department recommended approval subject to the six conditions listed on the report.

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 Benton Irrigation District, 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 – Oasis Water Corporation

Cristina Woods, Public Works, (via/video) presented the application to establish a Franchise Order and Agreement for domestic water system and facilities from Oasis Water Corporation. She said the Public Works Department recommended approval subject to the six conditions listed in the report.

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 Oasis Water Corporation, 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 – Public Utility District No. 1 – Klickitat County

Cristina Woods, Public Works, (via/video) presented the application to establish a Franchise Order and Agreement for electric transmission and distribution system from Public Utility District No. 1 for Klickitat County. She said the Public Works Department recommended approval, subject to the six conditions.

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 Public Utility District No. 1 of Klickitat County, subject to the six items listed in the report to the Commissioners. Commissioner Small seconded and upon vote, the motion carried.

Position Grade Change – Treasurer’s Office

Treasurer Ken Spencer presented the Line Item Transfer and requested the Board approve the change from Office Assistant III, Grade 6 to Accounting Assistant III, Grade 7 effective August 1, 2020.

Mr. Wingfield said the change was budget neutral by using the temporary help line item which would not be used.

MOTION: Commissioner Small moved to approve the resolution for line item transfer to change the Office Assistant III position, currently a Courthouse Grade 6 to Accounting Assistant II, Courthouse Grade 7. Commissioner Delvin seconded and upon vote, the motion carried.

Other Business

Change Order No 7 – Banlin Construction – Justice Center Plumbing & Water Intrusion Project

Robert Blain presented Change Order No. 7 with Banlin Construction for the jail plumbing and water intrusion project. He said they were getting to the final phase and found unforeseen condition in the lines. He said this would authorize the contractor to go back in and finish by adding

strainers on the new toilets, flush the lines and clear the plugged jets caused from rust in the lines from the galvanized piping mains. The total amount of the change order would increase the contract by \$111,402.85.

Commissioner Delvin asked if the lines would have to be flushed in the future. Mr. Blain said they would continue to monitor the larger pipe but anticipated the strainers would be able to catch the sediment before it reached the fixtures.

MOTION: Commissioner Small moved to approve the Change Order No. 7 with Banlin Construction as presented. Commissioner Delvin seconded and upon vote, the motion carried.

Memorandum of Agreement with Health District – Use of the Fairgrounds

Adam Fyall presented the Memorandum of Agreement with the Health District for possible uses of the Benton County Fairgrounds during disasters or public health emergencies. He said the purpose was to establish terms by which the Health District could use the Fairgrounds during times of catastrophe; currently they were going to use it to help facilitate the Health District's contact tracing.

MOTION: Commissioner Small moved to approve the Memorandum of Agreement with the Benton-Franklin Health District as presented. Commissioner Delvin seconded and upon vote, the motion carried.

CARES Act Grant Contracts

Mr. Fyall presented a resolution authorizing the County Administrator to sign the CARES Act disbursement grant agreements on behalf of the County. He said they were currently trying to disburse \$3.5 million out into the business community to offer relief. He said they had \$1.5 million available for round 1 and received 676 applications. He said they wanted to use an approach to delegate authority to the County Administrator or Deputy County Administrator to sign the grant contracts and generate as many grants as possible before the federally imposed deadline of October 31, 2020.

Commissioner Delvin said that TRIDEC was doing the vetting and he trusted this process and was in favor of moving forward.

MOTION: Commissioner Small moved to approve the resolution authorizing the County Administrator and the Deputy County Administrator to sign "CARES ACT" community support program grant contracts as presented. Commissioner Delvin seconded and upon vote, the motion carried.

Employee Assistance Program – Sheriff's Deputies/Clerical Employees

Matt Rasmussen and Lexi Wingfield said currently there were employees in the Sheriff's office that were struggling with their working environment. They asked the Board if it was interested in having them explore other options, in addition to the current EAP program, to assist the employees

that were struggling. They suggested they could reach out to the Deputy Sheriff's Guild to find out what counseling agencies they currently worked with and what potential costs there might be.

The Board agreed with moving forward with this proposal and bringing back a recommendation to the Board.

Accounts Payable

Check Date: 07/29/2020

Warrants #: 208562-208573

Total all funds: \$57,889.60

Check Date: 07/31/2020

Warrant #: 208574-208668

Total all funds: \$530,820.90

EFT's #: 1358-1381

Transfers #: 07312001-07312007

Total all funds: \$447,615.55

Resolutions

- 2020-531: 1st Amendment to Historic Preservation Grant w/Fire Protection District 4 Firefighters
- 2020-532: 1st Amendment to Historic Preservation Grant w/Historic Downtown Kennewick Partners
- 2020-533: 1st Amendment to Historic Preservation Grant w/REACH Museum
- 2020-534: 1st Amendment to Historic Preservation Grant w/Richland Players
- 2020-535: Purchase of Laptop for Corrections from Dell, Inc.
- 2020-536: Purchase of SmartGov Software from Dude Solutions, Inc. for Planning Dept.
- 2020-537: Purchase of Two Cisco Room Kit Minis & Cisco DX80 From CompuNet for Juvenile Justice
- 2020-538: Purchase of Two Laptops From Dell for Human Services Department
- 2020-539: Purchase of Four Laptops From Dell for Treasurer's Office
- 2020-540: Line Item Transfer – Juvenile Center Fund, Dept. 172
- 2020-541: Truancy Contract w/Richland School District
- 2020-542: District Court Public Defense Contract Amendment w/Attorney Brian Gieszler
- 2020-543: Agreement for Legal Services with Madrona Law Group
- 2020-544: Contract w/Boys & Girls Clubs – Kennewick Clubhouse
- 2020-545: Contract w/Boys & Girls Clubs – Prosser Clubhouse
- 2020-546: Contract w/Kiona-Benton City School District – Ki-Be Crime Prevention Program
- 2020-547: Contract w/Partners for Early Learning – Family Support Program
- 2020-548: Contract w/Safe Harbor Crisis Nursery – My Friends Place
- 2020-549: Contract w/Tri-Cities Chaplaincy – Step-Up Program

- 2020-550: Contract w/Support, Advocacy & Resource Center–Human Trafficking Intervention Program
- 2020-551: 1st Amendment to Contract w/Partners for Early Learning
- 2020-552: Speed Limit Adjustment – E. Highland Extension Road
- 2020-553: MOU Modification w/US Marshal - Joint Law Enforcement Operations Task Force
- 2020-554: Purchase of Weapons, Air Tasers & Devices from Axon Enterprises
- 2020-555: Line Item Transfer – Current Expense Fund – Dept. 124
- 2020-556: Change Order No. 7 – Banlin Construction – Justice Center Plumbing & Water Intrusion Project
- 2020-557: MOA with Benton-Franklin Health District – Possible Uses of Fairgrounds
- 2020-558: Authorizing County Administrator and Deputy County Administrator to Sign CARE Act Community Support Grant Contracts

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:	8/18/2020
Subject:	Surplus Resolution
Presenter:	
Prepared By:	Lorene Roe
Reviewed By:	Tavis Hatfield, 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 ☐ Public Hearing ☐ Scheduled Business	☐ Discussion Only ☐ Decision / Direction ☐ Sign Letter / Document ☐ Pass Motion ☒ Pass Resolution ☐ Pass Ordinance ☐ Execute Contract

Summary / Background Information

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

Fiscal Impact

\$0

Recommendation

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

Suggested Motion

Move to declare said items as surplus and instruct submitting department to dispose of as submitted and according to the Benton County Personal Property Management Policy.

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED	
Meeting Date:	August 18, 2020	Execute Contract	_____
Subject:	Declaration of Surplus	Pass Resolution	<u> x </u>
	Property	Pass Ordinance	_____
By:	L. Roe	Pass Motion	_____
Reviewed By:	B. Chilton	Other	_____
		Consent Agenda	<u> x </u>
		Public Hearing	_____
		1st Discussion	_____
		2nd Discussion	_____
		Other	_____

BACKGROUND INFORMATION

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

SUMMARY

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

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

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

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

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

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

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

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

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

Dated this _____ day of _____, 2020.

Chairman of the Board

Member

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

Attest: _____
Clerk of the Board

SURPLUS

PUBLIC WORKS

- Three (3) free standing desks
- Nine (9) under desk three drawer cabinets
- Six (6) above desk cabinets
- Three (3) two drawer hanging file cabinets
- Twelve (12) Metal File Cabinets

Tag #'s 00019, 00006, 00355, 00017, 00249, 07533, 07532, 00248, 07536, 07539, 08556, 06395

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 18, 2020	
Subject:	Purchase of 2021 File Folders	
Presenter:	N/A	
Prepared By:	Elaine Osborne	
Reviewed By:	Josie Delvin	
PA Review, Approval to Form:	☐ Yes ☐ No ☒ N/A <i>(If no, include reasoning for no approval)</i>	
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

The Clerk's Office needs to purchase file folders for case files for the year 2021. Past purchases have not been over the \$5000 threshold, so a resolution has not been needed after receiving quotes from vendors.

Fiscal Impact

Minimal impact as file folder purchases is a yearly expense within the Clerk's budget.

\$5110.17 up to \$5210.00 Fund #0000101.106

Recommendation

We request that a resolution be signed authorizing the Clerk's Office to purchase these file folders.

Suggested Motion

N/A – Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE OF 2021 FILE FOLDERS FOR SUPERIOR COURT CASE FILES FOR THE BENTON COUNTY CLERK

WHEREAS, the Benton County Clerk must purchase file folders each year for maintaining Superior Court case files; and

WHEREAS, the Benton County Clerk solicits quotes from 3 vendors for the purchase of file folders and in past years the quotes have not exceeded the \$5000 threshold for purchases, so a Resolution was not needed; and

WHEREAS, the Benton County Clerk solicited 3 quotes from vendors and only received 2 responses:

Reed Mac – \$5110.17 (Shipping estimate & Tax Included)
Allied Systems Products - \$5007.80 (Shipping & Tax not included)
(Quotes Attached)

WHEREAS, the Benton County Clerk has reviewed the quotes and requests the Board to approve the purchase of file folders from Reed Mac for \$5110.17 up to \$5210 to cover additional shipping;
NOW, THEREFORE

BE IT RESOLVED, that the Board of Benton County Commissioners, Benton County, Washington, hereby approves the Benton County Clerk's request to purchase 2021 file folders from Reed Mac in the amount of \$5110.17 up to \$5210 to cover additional shipping.

Dated this _____ day of August 2020.

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

Darcy Plowman

From: Mike Reeder <reedmacs@gmail.com>
Sent: Tuesday, June 30, 2020 10:48 AM
To: Darcy Plowman
Subject: [EXTERNAL] 2021 files

CAUTION: This email originated from outside of Benton County. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning! Below you will find a quotation from ReedMacS for your 2021 files:

8550	Color Coded Case Files	.41	3505.50
1500	Red Confidential Files	.45	675.00
	Shipping Estimate		525.00
	Sales Tax (8.6%)		404.67
	Investment Total		\$5110.17

The shipping estimate includes a lift gate and pallet inside delivery, but not special handling of individual boxes by the freight driver. Current lead time is 4 to 6 weeks. Please call me at (509) 998-6619 if you have any questions. Thank you very much! Mike



Virus-free. www.avg.com

ALLIED SYSTEMS PRODUCTS

1320 NW Mall St, Suite E
Issaquah, WA 98027
206-292-2280 800-877-8038

TO: Benton Cnty Clerk
Ex-Officio Clerk of the Superior Court
7122 W. Okanogan Place, Bldg A
Kennewick, WA 99336

Today's Date

7/15/2020

PHONE: (509) 735-8388

Quantity	Size or Catalog No	Description	Unit	Per	Total
		QUOTE FOR PRE-PRINTED 2021 FILE FOLDERS			
		Department Colored Label Year/Dept #/ Numerical Number (pre-numbered) 1 CRIMINAL RED 0001-1600 2 CIVIL GRAY 0001-3000 3 DOMESTIC GREEN 0001-1600 4 PROBATE/GUARDIANSHIP BLUE 0001-600 5 ADOPTION/PARENTAGE PURPLE 0001-300 6 MENTAL/ALC TREATMENT ORANGE 0001-400 7 JUVENILE DEPENDENCY YELLOW 0001-550 8 JUVENILE OFFENDER PINK 0001-500 TOTAL 8550			
8550	12-RRM	Folder, 14pt. Manila, 12 1/4" x 9 1/2" overall, 9 1/2" High front, straight cut reinforced end tab, printed on outside front panel in Black ink, 2B fastener in position 1, CBGL strip label applied to end tab.**50/BX 250/CTN.** No over/unders	\$0.506	EA	\$4,326.30
Additional Folder Requested					
1500	12-RRM1	Folder, 14pt. Pulp dyed Red, 12 1/4" x 9 1/2" overall, 9 1/2" High front, straight cut reinforced end tab, printed on outside front, inside front panels and inside back top tab in Black ink, 2B fastener in position 1.**50/BX 250/CTN. No over/unders	\$0.411	EA	\$616.50
1	12-LBL	CBGL LABEL DESIGN SET UP FEE	\$65.000	LOT	\$65.00

ALLIED SYSTEMS PRODUCTS

1320 NW Mall St, Suite E
Issaquah, WA 98027
206-292-2280 800-877-8038

Delivery:

Approximately 4-5 Week(s) after receipt of order and clarification of details.

Terms of Sale:

SHIP TO ZIP 99336 DOCK DELIVERY INCLUDED

We are seeing some new fees at court houses and customers asking for loads to be sorted as we off load any additional charges for freight deliveries will be added to your invoice.

				Total	\$5,007.80
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Terms: Net/15 F.O.B. Aurora, IL

Transportation or Delivery Via Best Option

Subject to our credit department approval, this quotation is made for immediate acceptance and is subject to change without notice. Deliveries are subject to delays from fire, strikes, or other causes beyond our control. Standard tax rate applies to customers in Washington (WA). For complete terms and conditions please visit our website at www.mcmaster.com

www.alliedaak.com/termsandconditions.html

Accepted By: _____

Very truly yours, **Daron Sax**

Date: _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 18, 2020	
Subject:	Salary Request Statement – Josue Bustamante	
Presenter:		
Prepared By:	C. Kane	
Reviewed By:	Chief Souza	
Type of Agenda Item:	Type of Action Needed:	
☒ Consent Agenda	☐ Discussion Only (1 st)	☒ Pass Motion
☐ Public Hearing	☐ Discussion Only (2 nd)	☐ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction	☐ Pass Ordinance

Summary / Background Information

The Chief of Corrections has the option to request salary increases for lateral applicants based off of their previous experience and education.

The Benton County Corrections Department is in the process of hiring or has hired a lateral Corrections Officer with the experience and training to warrant the requested increase from a Grade 6 (\$4,592) to a Grade 5 (\$4,824).

Fiscal Impact

Amount: There is no financial impact to the 2019-2020 budget.

Fund: Current Expense

Recommendation

Approve the attached Salary Request Statement based off of the attached detailed information as further outlined in Attachment A.

Suggested Motion

Consent agenda

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 18, 2020
Subject:	Salary Request Statement – Joaquin Bustamante
Presenter:	
Prepared By:	C. Kane
Reviewed By:	Chief Souza
Type of Agenda Item:	Type of Action Needed:
☒ Consent Agenda	☐ Discussion Only (1 st) ☒ Pass Motion
☐ Public Hearing	☐ Discussion Only (2 nd) ☐ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction ☐ Pass Ordinance

Summary / Background Information

The Chief of Corrections has the option to request salary increases for lateral applicants based off of their previous experience and education.

The Benton County Corrections Department is in the process of hiring or has hired a lateral Corrections Officer with the experience and training to warrant the requested increase from a Grade 6 (\$4,592) to a Grade 5 (\$4,824).

Fiscal Impact

Amount: There is no financial impact to the 2019-2020 budget.

Fund: Current Expense

Recommendation

Approve the attached Salary Request Statement based off of the attached detailed information as further outlined in Attachment A.

Suggested Motion

Consent agenda

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date: August 10, 2020		
Subject: Ratify Agreement #20-4613C-102 Washington State Department of Commerce (ESG-CV)		
Presenter:		
Prepared By: Mari Clark, DHS Contract Manager		
Reviewed By: Kyle Sullivan, DHS Manager		
Type of Agenda Item:	Type of Action Needed:	
☒ Consent Agenda	☐ Discussion Only (1 st)	☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2 nd)	☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction	☐ Pass Ordinance

Summary / Background Information

This agreement is to provide resources to prevent, prepare for, and respond to the Coronavirus pandemic (COVID-19) among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homeless prevention activities to mitigate the impacts of COVID - 19.

Fiscal Impact

Amount: \$595,930.00

Fund: There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0108-101 Human Services Budget for a grant amount of \$595,930.00.

Recommendation

- Sign the Ratified Agreement to Contract Agreement #20-4613C-102 with Washington State Department of Commerce, which has already been executed

Suggested Motion

To ratify the signed Agreement #20-4613C-102 between Washington State Department of Commerce and Benton County Department of Human Services and to authorize the Chair to sign on behalf of the board.



Kyle Sullivan, Manager
Benton County DHS Manager

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF RATIFYING THE AGREEMENT #20-4613C-102 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND WASHINGTON STATE DEPARTMENT OF COMMERCE COMMUNITY SERVICES AND HOUSING ASSISTANCE UNIT.

WHEREAS, the purpose of this Agreement is to provide resources to prevent, prepare for, and respond to the Coronavirus pandemic (COVID-19) among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homeless prevention activities to mitigate the impacts of COVID-19; and

WHEREAS, on March 17, 2020 the Board of Benton County commissioners declared an emergency in response to the COVID-19 outbreak (Resolution 2020-258) and authorized Departments to enter into contracts and incur obligations in order to combat the emergency; and

WHEREAS, in order to release funding, the County Administrator executed the above agreement on August 3, 2020 under authority granted in Resolution 2020-258; and

WHEREAS, the Board should ratify the decision of the County Administrator as their own; **NOW, THEREFORE,**

BE IT RESOLVED, that the Board of County Commissioners hereby approves and ratifies agreement #20-4613C-102, between Washington State Department of Commerce Community Services and Housing Assistance Unit and Benton County Department of Human Services for a grant amount of \$595,930.00 from the Emergency Solutions Grant-COVID 19 (ESG-CV) as executed by the Benton County Administrator on August 3, 2020; and,

BE IT FURTHER RESOLVED, that Benton County Department of Human Services is authorized to voucher the County Auditor's office to make such payments, necessary for the disbursement of the Washington State Department of Commerce Emergency Solutions Grant – COVID19 (ESG-CV); and

BE IT FURTHER RESOLVED, the term of the attached agreement commences on July 1, 2020 and ends on June 30, 2022.

Dated this.....day of, 2020

Chair

Member

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

Attest: _____
Clerk of the Board



Grant Agreement with

Benton County – Dept of Human Services

through

Community Services and Housing Division
Housing Assistance Unit

For

Emergency Solutions Grant – COVID 19 (ESG-CV)

Start date: July 1, 2020

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Attachment A, Scope of Work

Attachment B, Budget

**Washington State Department of Commerce
Community Services and Housing Division
Housing Assistance Unit
Emergency Solutions Grant – COVID 19 (ESG-CV)**

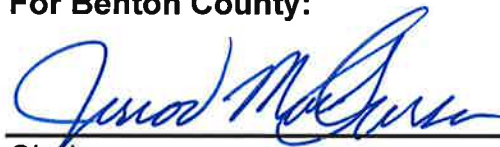
1. Grantee Benton County – Dept of Human Services 7102 E OKANOGAN PL STE 201 KENNEWICK, WA 99336		2. Grantee Doing Business As (optional) N/A	
3. Grantee Representative Mari Clark Contract Manager (509) 737-3902 mari.clark@co.benton.wa.us		4. COMMERCE Representative Kim Murillo Grant Manager (360) 725-2763 kim.murillo@commerce.wa.gov 1011 Plum Street SE Olympia, Washington, 98504-2525	
5. Grant Amount \$595,930.00	6. Funding Source Federal: X State: Other: N/A:	7. Start Date July 1, 2020	8. End Date June 30, 2022
9. Federal Funds (as applicable) \$595,930.00	Federal Agency: HUD	CFDA Number: 14.231	Indirect Rate (if applicable): .25%
10. Tax ID # XXXXXXXXXXXXXXXX	11. SWV # SWV0000322-02	12. UBI # 035000971	13. DUNS # N/A
14. Grant Purpose This grant provides resources to prevent, prepare for, and respond to the Coronavirus pandemic (COVID-19) among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homeless prevention activities to mitigate the impacts of COVID-19.			
COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Guidelines for the Emergency Solutions Grant – COVID 19 (ESG-CV) Program.			
FOR GRANTEE  Signature Kyle Sullivan <i>Manager Benton Co. Human Services</i> Print Name and Title 8/3/2020 Date		FOR COMMERCE _____ Diane Klontz, Assistant Director Community Services and Housing Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Grant Number: 20-4613C-102

**Washington State Department of Commerce
Community Services and Housing Division
Housing Assistance Unit
Emergency Solutions Grant - COVID 19 (ESG-CV)**

By their signatures below, the parties agree to the terms and conditions of this Amendment and all documents incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Amendment shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Amendment.

For Benton County:

 *Per Resolution*
2020-258 *8/3/2020*

Chair

Date

Attest:

Clerk of the Board

Approved as to form:


Dept. of Human Services

Approved as to form:


Benton Co Prosecutor's Office

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
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1. ACKNOWLEDGEMENT OF FEDERAL FUNDING

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

“This project was supported by Grant No. E-20-DW-53-0001 awarded by U.S. Department of Housing and Urban Development (HUD) as a supplemental appropriation through the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act). Points of view in this document are those of the author and do not necessarily represent the official position or policies of the HUD. Grant funds are administered by the Housing Assistance Unit in the Community Services and Housing Division, Washington State Department of Commerce.”

2. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their grant information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed the approved Budget – Attachment B for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work and the Guidelines for ESG-CV. Grantee's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE monthly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Grant Number 20-4613C-102. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrants/subcontracts.

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
FEDERAL FUNDS**

5. SUBCONTRACTOR DATA COLLECTION

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

6. INSURANCE

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subgrantee/subcontractor, or agents of either, while performing under the terms of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The Grantee shall submit to COMMERCE within fifteen (15) calendar days of the Grant start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Grantee shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subgrantee/subcontractor provide adequate insurance coverage for the activities arising out of subgrants/subcontracts.

Automobile Liability. In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Grantee or its Subgrantee/subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

The Grantee shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days' advance written notice of cancellation.

Local Government Grantees that Participate in a Self-Insurance Program

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the Grantee may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the Grantee shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington

**SPECIAL TERMS AND CONDITIONS
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State Auditor's annual instructions for financial reporting. Grantee's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Grantee shall provide annually to COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under Grantee's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Agreement.

7. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Emergency Solutions Grant COVID 19 (ESG-CV) Guidelines
- HEARTH ESG Interim Rule

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
FEDERAL FUNDS**

1. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Grant" or "Agreement" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- E. "Modified Total Direct Costs (MTDC)" shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.
- F. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- G. "State" shall mean the state of Washington.
- H. "Subgrantee/subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee/subcontractor" refers to any tier.
- I. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- J. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the Grantee shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Grantee's reports, including computer models and the methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by COMMERCE.

4. ALL WRITINGS CONTAINED HEREIN

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

**GENERAL TERMS AND CONDITIONS
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5. AMENDMENTS

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7. ASSIGNMENT

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

8. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorney's fees and costs.

9. AUDIT

If the Grantee is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to auditreview@commerce.wa.gov.

10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION—PRIMARY AND LOWER TIER COVERED TRANSACTIONS

- A. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.

**GENERAL TERMS AND CONDITIONS
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- C. The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- a) The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - b) Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such contractor shall attach an explanation to this Grant.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
 - iii. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

12. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the COMMERCE may, in its sole discretion, by written notice to the Grantee terminate this contract if it is found after due

**GENERAL TERMS AND CONDITIONS
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notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The Grantee and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on the program subject to this Agreement including but not limited to formulating or drafting the legislation, participating in grant procurement planning and execution, awarding and/or monitoring grants, during the 24 month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the Grantee may be disqualified from further consideration for the award of a Grant.

In the event this grant is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the Grantee as it could pursue in the event of a breach of the contract by the Grantee. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this grant.

13. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

14. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Contract number; and

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- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

15. DUPLICATE PAYMENT

COMMERCE shall not pay the Grantee, if the Grantee has charged or will charge the State of Washington or any other party under any other Grant, subgrant/subcontract, or agreement, for the same services or expenses.

16. GOVERNING LAW AND VENUE

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

17. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

Grantee expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Grantee's or any subgrantee's/subcontractor's performance or failure to perform the Grant. Grantee's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

18. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Grant. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The Contractor will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

19. INDIRECT COSTS

The Grantee shall provide their indirect cost rate that has been negotiated between their entity and the Federal Government. If no such rate exists a de minimis indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

**GENERAL TERMS AND CONDITIONS
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20. INDUSTRIAL INSURANCE COVERAGE

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

21. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended.

22. LICENSING, ACCREDITATION AND REGISTRATION

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

23. LIMITATION OF AUTHORITY

Only the Authorized Representative or the Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Agent

24. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further Grants with COMMERCE. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this grant.

25. PAY EQUITY

The Grantee agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - (ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.

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(iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant may be terminated by the Department, if the Department or the Department of Enterprise services determines that the Contractor is not in compliance with this provision.

26. POLITICAL ACTIVITIES

Political activity of Grantee's employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

27. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

A Grantee which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with 2 CFR Part 200, for all purchases funded by this Grant.

A Grantee which is a nonprofit organization shall establish procurement policies in accordance with 2 CFR Part 200, for all purchases funded by this Contract.

The Grantee's procurement system should include at least the following:

- A. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
- B. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
- C. Minimum procedural requirements, as follows:
 - i. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
 - ii. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
 - iii. Positive efforts shall be made to use small and minority-owned businesses.
 - iv. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Contractor, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
 - v. Contracts shall be made only with reasonable subgrantees/subcontractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
 - vi. Some form of price or cost analysis should be performed in connection with every procurement action.
 - vii. Procurement records and files for purchases shall include all of the following:
 - 1) Contractor selection or rejection.
 - 2) The basis for the cost or price.
 - 3) Justification for lack of competitive bids if offers are not obtained.
 - viii. A system for contract administration to ensure Contractor conformance with terms, conditions and specifications of this Contract, and to ensure adequate and timely follow-up of all purchases.

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- D. Contractor and Subgrantee/subcontractor must receive prior approval from COMMERCE for using funds from this Contract to enter into a sole source contract or a contract where only one bid or proposal is received when value of this Contract is expected to exceed \$5,000.

Prior approval requests shall include a copy of proposed contracts and any related procurement documents and justification for non-competitive procurement, if applicable.

28. PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

29. RECAPTURE

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

30. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

31. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

32. RIGHT OF INSPECTION

The Grantee shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

33. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

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34. SEVERABILITY

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

35. SITE SECURITY

While on COMMERCE premises, Grantee, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

36. SUBGRANTING/SUBCONTRACTING

The Grantee may only subcontract work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Grant; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Grant. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

37. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

38. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

39. TERMINATION FOR CAUSE

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

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The rights and remedies of COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

40. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

41. TERMINATION PROCEDURES

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

- A. Stop work under the Grant on the date, and to the extent specified, in the notice;
- B. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

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42. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A.** Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B.** The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C.** If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D.** The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant

All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subgrantees/Subcontractors.

43. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

The Grantee will use the funds awarded under this contract to administer grant activities per the Emergency Solutions Grant – COVID 19 (ESG-CV) Guidelines and per the Budget as outlined in Attachment B.

Budget

Budget	Total
Admin	\$41,715.00
Outreach	\$50,000.00
Shelter Case Management	\$116,263.00
Shelter Operations	\$387,952.00
Total	\$595,930.00



GUIDELINES

FOR

Emergency Solutions Grant COVID-19 (ESG-CV)

July 2020

Funded through the
Housing Assistance Unit

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1 Grant Basics

1.1 Overview

The Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act) provided for supplemental appropriation of Homeless Assistance Grants under the Emergency Solutions Grant (ESG). The Emergency Solutions Grant COVID-19 (ESG-CV) funds are to be used to prevent, prepare for and respond to the Coronavirus pandemic.

Projects funded with ESG-CV must be low barrier with a housing first orientation. Per HUD guidance, individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used, notwithstanding housing stability case management.

Program regulations are established in [24 CFR §576](#), the HUD ESG Interim Rule ([ESG Program and Consolidated Plan Conforming Amendment of 24 CFR Parts 91 and 576, Docket No. FR-5474-I-01, RIN 2506-AC29](#)) and forthcoming ESG-CV guidance.

In these guidelines, the term “grantee” refers to the lead ESG-CV grantee of Commerce and any subgrantees. While reading the HUD ESG Interim Rule it is important to note the “recipient” in this case is the Department of Commerce and the “subrecipient” is the lead ESG grantee (including any subgrantees) of Commerce. Not every section in the HUD ESG Interim Rule applies to Commerce-administered ESG-CV. The Commerce ESG-CV Guidelines define eligible activities and populations to be served which are subsets of what is listed in the ESG Interim Rule. HUD has a [quick reference guide](#) for use in determining eligible activities and costs under the ESG program.

These guidelines will be updated as necessary throughout the grant period.

1.2 Document Version

Version	Date Approved	Updates
1.0	July 31, 2020	Creation of guidelines for allocation of ESG-CV funding.

2.1.2 Commerce Monitoring

Commerce will monitor grant activities. Grantees will be given a minimum of 30 days' notice unless there are special circumstances that require immediate attention. The notice will specify the monitoring components.

2.1.3 Subgrantee Requirements

The Grant General Terms & Conditions Section 36 identifies subgrantee requirements. In addition, all subgrantee agreements must be time-limited and have defined roles and responsibilities for each party, detailed budgets and performance terms. Commerce reserves the right to directly contact subgrantees at any time for data quality, monitoring, fiscal and other issues.

Lead grantees may enter into an agreement with any other local government, Council of Governments, Housing Authority, Community Action Agency, nonprofit community or neighborhood-based organization, federally recognized tribe in the state of Washington, or regional or statewide nonprofit housing assistance organizations who operate programs to end homelessness within a defined service area.

Lead grantees must provide Commerce with copies of subgrant agreements (upon request) and notify Commerce if subgrants are terminated during the grant period.

Lead grantees must notify Commerce of any changes in selection of subgrantees funded with ESG-CV, or changes in the interventions of those subgrantees.

2.1.3.1 Subgrantee Risk Assessment and Monitoring

Commerce will assist lead grantees in developing risk assessments and monitoring plans. Lead grantees will be responsible for ensuring subgrantee compliance with all requirements identified in the ESG-CV guidelines. The lead grantee must conduct a risk assessment and develop a monitoring plan for each subgrantee within six months of contracting ESG-CV to the subgrantee. The risk assessment must inform the monitoring plan for each subgrantee. Monitoring plans must include monitoring dates, the type of monitoring (remote, on-site), and the program requirements being reviewed.

Commerce reserves the right to require lead grantees to undertake special reviews when an audit or other emerging issue demands prompt intervention and/or investigation.

2.2 Fiscal Administration

2.2.1 Budget Caps

ESG-CV Administration - up to 7 percent of the ESG-CV contracted budget may be allocated to administrative costs.

2.2.4 Budget Revisions

Revisions must be submitted using the Budget Revision Tool and approved by Commerce.

A contract amendment is required when revisions (in one or cumulative transfers) reach more than 10 percent of the grant total.

3 Allowable Interventions

Grant funds must be used for eligible activities as outlined below and articulated in the CARES ACT and with supplemental regulatory waivers granted by HUD. Only activities listed in the ESG interim rule at 24 CFR §576 are eligible under the ESG-CV funds.

Funded activities must be tied to the community response to COVID-19.

3.1 Street Outreach

Street Outreach meets the immediate needs of households experiencing unsheltered homelessness by connecting them with emergency shelter, housing, and/or critical health services.

ESG-CV funds may be used for costs of providing essential services necessary to reach out to unsheltered homeless households and connect them with emergency shelter, housing, or critical services. For the purposes of this section, the term “unsheltered homeless” means individuals and families who qualify as homeless under paragraph (1)(i) of the “homeless” definition under 24 CFR §576.2: An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground.

ESG-CV funding for street outreach to respond to COVID-19 may include providing masks, hand sanitizer, and soap to households experiencing unsheltered homelessness; outfitting staff with personal protective equipment; coordinating medical care and other support services; and providing transportation for program participants to travel to and from medical care, and other needed services.

3.1.1 Street Outreach Policies

3.1.1.1 Maintenance of Effort Requirement

If the grantee or subgrantee is a unit of general purpose local government, ESG-CV funds cannot be used to replace funds the local government provided for street outreach and emergency shelter services during the immediately preceding 12-month period, unless HUD determines that the unit of general purpose local government is in a severe financial deficit.

3.2 Emergency Shelter

Emergency shelter operations and services to households residing in emergency shelter are allowable activities. Households are eligible for emergency shelter assistance if they are unsheltered or residing in a temporary housing program.

4.2 Rental Assistance Agreement

Rent assistance agreements are required between the lead/sub grantee and the property owner in order to provide rent assistance. The agreement must set forth the terms under which rental assistance will be provided, including the requirements that apply under [24 CFR §576.106 \(e\)](#). The rental assistance agreement must provide that, during the term of the agreement, the landlord must give lead/sub grantee a copy of any notice to the program participant to vacate the housing unit, or any complaint used under state or local law to commence an eviction action against the program participant.

Lead/sub grantees must make timely payments to in accordance with the rental assistance agreement. The rental assistance agreement must contain the same payment due date, grace period, and late payment penalty requirements as the program participant's lease. The grantee is solely responsible for paying late payment penalties that it incurs with non ESG-CV funds.

4.3 Lease

Households who are receiving rental assistance must have a legally binding, written lease between the owner and the program participant for the rental unit, unless the assistance is solely for rental arrears. Where the assistance is solely for rental arrears, an oral agreement may be accepted in place of a written lease, if the agreement gives the program participant an enforceable leasehold interest under state law and the agreement and rent owed are sufficiently documented by the landlord's financial records, rent ledgers, or canceled checks. For program participants living in housing with project-based rental assistance (described below) the lease must have an initial term of one year.

4.4 Tenant-based Rental Assistance

A program participant who receives tenant-based rental assistance may select a housing unit in which to live and may move to another unit or building and continue to receive rental assistance, as long as the program participant continues to meet the program requirements.

The rental assistance agreement must be terminated if the program participant moves out of the housing unit for which the program participant has a lease; the lease terminates and is not renewed; or the program participant becomes ineligible to receive ESG-CV rental assistance.

4.5 Project-based Rental Assistance

If the ESG-CV funded provider identifies a permanent housing unit that meets ESG-CV requirements and becomes available before a program participant is identified to lease the unit, the provider may enter into a rental assistance agreement with the owner to reserve the unit and subsidize its rent in accordance with the following requirements:

1. The rental assistance agreement may cover one or more permanent housing units in the same building. Each unit covered by the rental assistance agreement ("assisted unit")

4.8 Fair Market Rent (FMR)

The Fair Market Rent (FMR) requirement is currently suspended for ESG-CV. If the FMR requirement is reinstated, households placed in units that exceed FMR, will be allowed to stay in the unit until they exit the program.

If the FMR requirement is reinstated during the contract period, Commerce will update the guidelines at that time.

4.8.1 Rent Reasonableness

The rental assistance paid cannot exceed the actual rental cost, which must be in compliance with HUD's standard of rent reasonableness.

- Rent reasonableness means that the total rent charged for a unit must be reasonable in relation to the rents being charged during the same time period for comparable units in the private unassisted market and must not be in excess of rents being charged by the owner during the same time period for comparable non-luxury unassisted units.
- To make this determination, the grantee should consider (a) the location, quality, size, type, and age of the unit; and (b) any amenities, housing services, maintenance and utilities to be provided by the owner. Comparable rents can be checked by using a market study, by reviewing comparable units advertised for rent, or with a note from the property owner verifying the comparability of charged rents to other units owned (for example, the landlord would document the rents paid in other units). For more information, see HUD's worksheet on rent reasonableness at: <https://www.hudexchange.info/resource/2098/home-rent-reasonableness-checklist-and-certification/>
- A grantee must determine and document rent reasonableness for all units for which ESG rental assistance (including arrears) and/or security deposit assistance is being provided. The requirement applies whether homelessness prevention assistance or rapid re-housing assistance is provided.

4.9 Housing Stability Case Management

Program participants receiving homelessness prevention or rapid re-housing assistance should be provided housing stability case management as is safe and feasible. It is possible that during the contract period, monthly housing stability case management will become mandatory. If that occurs, the guidelines will be updated.

3. meet at least one of the following six conditions:

- (i) moved 2 or more times due to economic reasons in 60 days prior to application for assistance
- (ii) living in the home of another due to economic hardship
- (iii) losing housing within 21 days after application date
- (iv) living in a hotel/motel not paid for by charitable organizations or federal/state/local government programs
- (v) living in severely overcrowded unit as defined by the U.S. Census Bureau (*single-room occupancy or efficiency apartment unit in which more than two persons, on average, reside or another type of housing in which there reside more than 1.5 persons per room*)
- (vi) exiting publicly funded institution or system of care.

5.1 Documentation of Housing Status

Lead/subgrantees must verify, describe and document eligible housing status prior to program entry.

See required *ESG-CV Household Eligibility – Prevention* and *ESG Household Eligibility – Rapid Re-Housing* forms for documentation requirements. All ESG forms can be found on the website <https://www.commerce.wa.gov/serving-communities/homelessness/emergency-solutions-grant/>.

5.2 Documentation of Income Eligibility

Documentation of income eligibility is not required until eligibility recertification for households served with Prevention and Rapid Re-housing.

Income is money that is paid to, or on behalf of, the head of household or spouse (even if temporarily absent) or to any other household member 18 years or older. (Persons fleeing domestic violence do not have to report the abuser's income.) Income also includes all amounts which are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date. When determining the annual income of an individual or family, the grantee must use the standard for calculating annual income under 24 CFR §5.609.

Income inclusions and exclusions are listed in the Electronic Code of Federal Regulations, www.ecfr.gov, Title 24 – Housing and Urban Development: Subtitle A 0-99: Part 5: Subpart F: Section 5.609 Annual Income.

6 Allowable Expenses

6.1 Administrative

Administrative Costs (24CFR §576.108)	
Allowable Costs	Up to 7% of the contracted budget may be allocated to administrative costs. Allowable administrative costs are those costs that benefit the organization as a whole. They include the following: executive director/accounting/human resources/IT salaries, benefits, office supplies and equipment; general organization insurance; organization wide audits; board expenses; organization-wide membership fees and dues. This list is not all-inclusive.

6.2 HMIS

HMIS (24CFR §576.107)	
Allowable Costs	The grantee or subgrantees may use ESG-CV funds to pay the costs of contributing ESG-CV data to HMIS including the costs of: - Purchasing or leasing computer hardware; - Purchasing software or software licenses; - Purchasing or leasing equipment, including telephones, fax machines, and furniture; - Obtaining technical support; - Leasing office space; - Paying charges for electricity, gas, water, phone service, and high-speed data transmission necessary to operate or contribute data to the HMIS; - Paying salaries for operating HMIS, including: (A) Completing data entry; (B) Monitoring and reviewing data quality; (C) Completing data analysis; (D) Reporting to the HMIS Lead; (F) Training staff on using the HMIS or comparable database; and (G) Implementing and complying with HMIS requirements; - Paying costs of staff to travel to and attend training on HMIS and programs authorized by Title IV of the McKinney-Vento Homeless Assistance Act; - Paying staff travel costs to conduct intakes.

Activities funded under this section must comply with HUD's standards on participation, data collection, and reporting as determined by the HMIS administrator.

6.4 Emergency Shelter Case Management and Operations

Emergency Shelter Component (24CFR §576.102) Services delivered to households experiencing homelessness in temporary shelter; shelter rehabilitation and shelter operations.	
Allowable Expenses: Shelter Case Management	The cost of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant is eligible. Component services and activities consist of: - Using the centralized or coordinated assessment system; - Conducting the initial evaluation including verifying and documenting eligibility; - Counseling; - Developing, securing, and coordinating services and obtaining Federal, State, and local benefits; - Monitoring and evaluating program participant progress; - Providing information and referrals to other providers; - Providing ongoing risk assessment and safety planning with victims of domestic violence, dating violence, sexual assault, and stalking; and - Developing an individualized housing and service plan, including planning a path to permanent housing stability [CARES Act specific] amounts provided under this heading in this Act may be used for training on infectious disease prevention and mitigation and to provide hazard pay, including for time worked prior to the date of enactment of this Act, for staff working directly to prevent, prepare for, and respond to coronavirus among persons who are homeless or at risk of homelessness, and that such activities shall not be considered administrative costs for purposed of the percent cap.
Allowable Expenses: Shelter Operations	The costs of maintenance (including minor or routine repairs), rent, security, fuel, equipment, insurance, utilities, food, furnishings, and supplies necessary for the operation of the emergency shelter. Where no appropriate emergency shelter is available for a homeless family or individual, eligible costs may also include a hotel or motel voucher for that family or individual. Temporary Emergency Shelters (through leasing of existing property, temporary structures, or other means) to prevent, prepare for, or respond to coronavirus and such temporary emergency shelters shall not be subject to the minimum periods of use required by 416(c)(1) of such Act (42 U.S.C. 11375(c)(1))

	Developing, securing and coordinating services including Federal, state, and local benefits; Monitoring and evaluating program participant progress; Providing information and referrals to other providers; Developing an individualized housing and service plan; Assistance cannot exceed 30 days during the period the program participant is seeking permanent housing and cannot exceed 24 months during the period the program participant is living in permanent housing [CARES Act specific] amounts provided under this heading in this Act may be used for training on infectious disease prevention and mitigation and to provide hazard pay, including for time worked prior to the date of enactment of this Act, for staff working directly to prevent, prepare for, and respond to coronavirus among persons who are homeless or at risk of homelessness, and that such activities shall not be considered administrative costs for purposed of the percent cap.
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6.7 Rapid Re-Housing and Prevention Other Financial Assistance

Housing Relocation and Stabilization Services (24CFR §576.105)	
Allowable Expenses	Rental Application Fees that are charged by the owner to all applicants Security Deposits equal to no more than 2 months' rent. Moving Costs, such as truck rental, hiring a moving company, or temporary storage fees for a maximum of 3 months after the participant begins to receive services but before they move into permanent housing. Arrearages are not eligible. Utility Deposits required by the utility company for all customers (i.e. gas, electric, water/sewage) Utility Payments for up to 24 months of per household, per service (i.e. gas, electric, water/sewage), including up to 6 months of arrearages, per service.

7 Requirements of all Lead Grantees and Subgrantees Providing Direct Service

7.1 Coordinated Entry

ESG-CV funded projects must participate in the local Coordinated Entry (CE) as defined by Coordinated Entry System policies and procedures. Separate assessment and access points are allowable for prevention projects.

- ✓ trafficking or a stalking situation
- ✓ Minors under the age of 13 with no parent or guardian available to consent to the minor's information in HMIS
- ✓ Households in programs which are required by funders to report HIV/AIDS status

7.4.3 Special Circumstances

If the reporting of the HIV/AIDS status of clients is not specifically required, the HIV/AIDS status must not be entered in HMIS.

If a combination of race, ethnicity, gender, or other demographic data could be identifying in your community, those data should not be entered for anonymous records.

7.5 Habitability Standards

Commerce does not exempt units or shelters from having to be compliant with local housing codes. Therefore, if there are requirements that are in both the local housing code and the Habitability Standards above, the grantee must comply with the more stringent of the two.

7.5.1 Minimum Standards for Emergency Shelters

If ESG-CV funds are used for renovation or shelter operations, the building must meet the minimum standards for safety, sanitation, and privacy provided in [Appendix C](#).

The lead/sub grantee must maintain documentation of compliance with the minimum standards for Emergency Shelter activities.

7.5.2 Minimum Standards for Permanent Housing

ESG-CV funds may not be used to assist a household in remaining in or moving into housing that does not meet the minimum habitability standards provided in [Appendix C](#). This restriction applies to all activities under Homelessness Prevention and Rapid Re-housing components, including rental assistance and housing relocation and stabilization services.

If a household is provided homelessness prevention assistance to stay in current housing, the housing must be inspected and found to meet the minimum habitability standards before the grantee incurs ESG-CV costs for any of the following:

- Providing any service to the household;
- Entering into a rental assistance agreement; or
- Making any payment on behalf of the program participant (e.g., rental or utility arrears, rental or utility payments, etc.)

7.6 Housing Inspections and Lead-based Paint Inspections

7.6.1 Housing Inspections

- ✓ The unit has already undergone a visual assessment within the past 12 months – obtained documentation that a visual assessment has been conducted; or
 - ✓ It meets any of the other exemptions described in [24 CFR §35.115\(a\)](#).

If any of the circumstances outlined above are met, lead/subgrantees must include the information in the client file.

7.7 Recordkeeping Requirements for Grantees Providing Rent Assistance

See [Appendix D](#) for recordkeeping requirements.

7.8 Data Collection

Federal rules require each lead/subgrantees to enter client data into a Homeless Management Information System (HMIS). Data must be collected in accordance with the Data Collection Directives ([Appendix E](#)) and the Agency Partner HMIS Agreement (see [Appendix F](#)).

Each grantee must follow all state and federal laws governing HMIS, including collecting informed written consent from program participants, not denying service based solely on program participant refusal to provide data to an HMIS, protecting program participant confidentiality, not collecting personally identifying information from program participants that are victims of domestic violence, and other requirements defined in [RCW 43.185C.030](#), [43.185C.180](#), and [VAWA Reauthorization Section 605](#).

7.9 Termination of Participation, Denial and Grievance Procedures

Grantees must have written termination, denial, and grievance policies and/or procedures. The policies and/or procedures should be readily available to households either in written information or by posting the policy in a public place. It is important to effectively communicate these policies and/or procedures to households and ensure that they are fully understood.

Causes for termination may include, but are not limited to, failure to abide by any agreed upon requirements and fraud. A grievance procedure must include:

1. Written notice to the household containing a clear statement of the reasons for termination;
2. A review of the decision, in which the household is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision. This may include the household's right to question or confront staff involved; and
3. Prompt written notice of the final decision.

7.9.1 Denial and Grievance

Causes of denial of assistance include, but are not limited to, the household's ineligibility or failure to provide verifiable evidence of eligibility, etc. Established procedures should describe:

9.2 Appendix B: Required Policies and Procedures

- ✓ Rent Limit Policy
- ✓ Coordinated Entry Policies
- ✓ Termination of Participation, Denial, and Grievance Procedures

9.3 Appendix C: Habitability Standards

The minimum standards for emergency shelters and permanent housing are:

- ✓ **Structure and materials.** The structures must be structurally sound to protect residents from the elements and not pose any threat to the health and safety of the residents.
- ✓ **Space and security.** Each resident must be provided adequate space and security for themselves and their belongings. Each resident must be provided an acceptable place to sleep.
- ✓ **Interior air quality.** Each room or space must have a natural or mechanical means of ventilation. The interior air must be free of pollutants at a level that might threaten or harm the health of residents.
- ✓ **Water supply.** The water supply must be free from contamination.
- ✓ **Sanitary facilities.** Residents must have access to sufficient sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
- ✓ ***Thermal environment.*** The housing must have any necessary heating/cooling facilities in proper operating condition.
- ✓ ***Illumination and electricity.*** The structure must have adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There must be sufficient electrical sources to permit the safe use of electrical appliances in the structure.
- ✓ ***Food preparation.*** All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.
- ✓ ***Sanitary conditions.*** The housing must be maintained in a sanitary condition.
- ✓ ***Fire safety.***
- ✓ There must be a second means of exiting the building in the event of fire or other emergency.
- ✓ Each unit or shelter must include at least one battery-operated or hard-wired smoke detector, in proper working condition, on each occupied level. Smoke detectors must be located, to the extent practicable, in a hallway adjacent to a bedroom. If the unit is occupied by hearing impaired persons, smoke detectors must have an alarm system designed for hearing-impaired persons in each bedroom occupied by a hearing-impaired person.

(i)(A) A court order resulting from an eviction action that requires the individual or family to leave their residence within 14 days after the date of their application for homeless assistance; or the equivalent notice under applicable state law, a Notice to Quit, or a Notice to Terminate issued under state law;

(B) For individuals and families whose primary nighttime residence is a hotel or motel room not paid for by charitable organizations or federal, state, or local government programs for low-income individuals, evidence that the individual or family lacks the resources necessary to reside there for more than 14 days after the date of application for homeless assistance; or

(C) An oral statement by the individual or head of household that the owner or renter of the housing in which they currently reside will not allow them to stay for more than 14 days after the date of application for homeless assistance. The intake worker must record the statement and certify that it was found credible. To be found credible, the oral statement must either: (I) be verified by the owner or renter of the housing in which the individual or family resides at the time of application for homeless assistance and documented by a written certification by the owner or renter or by the intake worker's recording of the owner or renter's oral statement; or (II) if the intake worker is unable to contact the owner or renter, be documented by a written certification by the intake worker of his or her due diligence in attempting to obtain the owner or renter's verification and the written certification by the individual or head of household seeking assistance that his or her statement was true and complete;

(ii) Certification by the individual or head of household that no subsequent residence has been identified; and

(iii) Certification or other written documentation that the individual or family lacks the resources and support networks needed to obtain other permanent housing.

(4) If the individual or family qualifies under paragraph (4) of the homeless definition in §576.2, because the individual or family is fleeing domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions related to violence, then acceptable evidence includes an oral statement by the individual or head of household seeking assistance that they are fleeing that situation, that no subsequent residence has been identified and that they lack the resources or support networks, *e.g.*, family, friends, faith-based or other social networks, needed to obtain other housing. If the individual or family is receiving shelter or services provided by a victim service provider, the oral statement must be documented by either a certification by the individual or head of household; or a certification by the intake worker. Otherwise, the oral statement that the individual or head of household seeking assistance has not identified a subsequent residence and lacks the resources or support networks, *e.g.*, family, friends, faith-based or other social networks, needed to obtain housing must be documented by a certification by the individual or head of household that the oral statement is true and complete, and, where the safety of the individual or family would not be jeopardized, the domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening condition must be verified by a written observation by the intake worker or a

the required evidence; and

(iv) The most reliable evidence available to show that the program participant meets one or more of the conditions under paragraph (1)(iii) of the definition of “at risk of homelessness” in §576.2. Acceptable evidence includes:

(A) Source documents that evidence one or more of the conditions under paragraph (1)(iii) of the definition (*e.g.*, eviction notice, notice of termination from employment, bank statement);

(B) To the extent that source documents are unobtainable, a written statement by the relevant third party (*e.g.*, former employer, owner, primary leaseholder, public administrator, hotel or motel manager) or the written certification by the grantee and subgrantees’ intake staff of the oral verification by the relevant third party that the applicant meets one or more of the criteria under paragraph (1)(iii) of the definition of “at risk of homelessness”; or

(C) To the extent that source documents and third-party verification are unobtainable, a written statement by the grantee and subgrantees’ intake staff that the staff person has visited the applicant’s residence and determined that the applicant meets one or more of the criteria under paragraph (1)(iii) of the definition or, if a visit is not practicable or relevant to the determination, a written statement by the grantee and subgrantees’ intake staff describing the efforts taken to obtain the required evidence.

Determinations of ineligibility

For each individual and family determined ineligible to receive Emergency Solutions Grant (ESG) assistance, the record must include documentation of the reason for that determination.

Annual income

For each program participant who receives homelessness prevention assistance, or who receives rapid re-housing assistance longer than one year, the following documentation of annual income must be maintained:

(1) Income evaluation form containing the minimum requirements specified by HUD and completed by the grantee and subgrantees; and

(2) Source documents for the assets held by the program participant and income received over the most recent period for which representative data is available before the date of the evaluation (*e.g.*, wage statement, unemployment compensation statement, public benefits statement, bank statement);

(3) To the extent that source documents are unobtainable, a written statement by the relevant third party (*e.g.*, employer, government benefits administrator) or the written certification by the grantee and subgrantees’ intake staff of the oral verification by the relevant third party of the income the program participant received over the most recent period for which representative data is available; or

funding for street outreach and emergency shelter services.

Conflicts of interest

The grantee and subgrantees must keep records to show compliance with the organizational conflicts-of-interest requirements in §576.404(a), a copy of the personal conflicts of interest policy or codes of conduct developed and implemented to comply with the requirements in §576.404(b), and records supporting exceptions to the personal conflicts of interest prohibitions.

Faith-based activities

The grantee and subgrantees must document their compliance with the faith-based activities requirements under §576.406.

Other Federal requirements

The grantee and subgrantees must document their compliance with the Federal requirements in §576.407 and §576.409, as applicable, including:

- (1) Records demonstrating compliance with the nondiscrimination and equal opportunity requirements under §576.407(a) and the affirmative outreach requirements in §576.407(b), including: data concerning race, ethnicity, disability status, sex, and family characteristics of persons and households who are applicants for, or program participants in, any program or activity funded in whole or in part with ESG funds.
- (2) Records demonstrating compliance with the uniform administrative requirements in 2 CFR part 200.
- (3) Records demonstrating compliance with the environmental review requirements, including flood insurance requirements.
- (4) Certifications and disclosure forms required under the lobbying and disclosure requirements in 24 CFR §87.
- (5) Data on emergency transfers requested under §576.409, pertaining to victims of domestic violence, dating violence, sexual assault, or stalking, including data on the outcomes of such requests.

Relocation

The records must include documentation of compliance with the displacement, relocation, and acquisition requirements in §576.408.

Confidentiality

- (1) The grantee and subgrantees must develop and implement written procedures to ensure:
 - (i) All records containing personally identifying information (as defined in HUD's standards for participation, data collection, and reporting in a local HMIS) of any individual or family who

assault, dating violence or stalking or other clients who have not provided informed, written consent. The intent of this guideline is to ensure that clients do not feel coerced into providing consent to share data at any time in any local jurisdiction receiving CHG funds and participating in HMIS.

Data quality is of high concern for purposes of accurate reporting out of HMIS. Commerce recommends that local jurisdictions continue to strive for increased data quality including 1) monitoring completeness of required data elements and 2) monitoring responsible use of HMIS at local agencies. Some suggestions for how to appropriately include data quality in HMIS as a part of local funding decisions include, but are not limited to:

✓ Completeness of required data elements:

- Exclude clients who “refused consent” from the equation
e.g.: Instead of $\frac{\# \text{ NULL values }}{\text{All client records}} = \%$ use $\frac{\# \text{ NULL values }}{\text{Clients who DIDN'T refuse consent}} = \%$

✓ Responsible use of HMIS at local agencies:

- Develop a “baseline” rate of “refused consent” locally using HMIS data
- Determine each agency’s rate of “refused consent” as a % deviation from the standard
- Add or subtract points for less or more deviation from the standard rate, depending on reasonableness
- Further training, technical assistance, or other guidance may be more appropriate in this situation instead of, or in addition to, penalties assessed during funding competitions

All local jurisdictions interested in including a measure of HMIS data quality as part of a local funding decision for ESG-CV funding are required to submit a proposal to Commerce for final approval prior to being used in local applications/competitions for funding.

Informed Consent – According to RCW 43.185C.180, personally identifying information about homeless individuals for the Washington homeless client management information system may only be collected after having obtained informed, reasonably time limited, (i) written consent from the homeless individual to whom the information relates, or (ii) telephonic consent from the homeless individual, provided that written consent is obtained at the first time the individual is physically present at an organization with access to the Washington homeless client management information system. Safeguards consistent with federal requirements on

- ✓ Enter "Refused" for gender, race, and ethnicity when the real answers to those questions, in combination with other data, can potentially lead to identification of the client.
- ✓ Enter any additional answer to the universal, program-specific and optional data elements (from the March 2010 HMIS Data Standards) only if the answers to those questions, in combination with other data, will not lead to the identification of the client.
- ✓ Program Entry Date, Program Exit Date and Service Date are generally required unless those elements can be used in combination with other elements to identify the client. If this is the case, please enter an approximate Program Entry Date, Program Exit Date and Service Date by adding one to three months to the actual dates and keeping the "Length of Stay" (the number of days between program entry and program exit) consistent with reality. Keeping the approximate service date, if used, within the actual service date's reporting period is also recommended.

Submitting data to the state data warehouse – If a grantee is not entering data directly into the state data warehouse, the data being entered into the local HMIS must be submitted on a quarterly basis no later than the 10th day following the end of each quarter to the state data warehouse via the HUD Standard 3.0 XML schema.

9.6 Appendix F: Agency Partner HMIS Agreement

The Homeless Management Information System ("HMIS") is a client management system that maintains information regarding the characteristics and service needs of Clients for a variety of reasons, including the provision of more effective and streamlined services to Clients and the creation of information that communities can use to determine the use and effectiveness of services.

Ultimately, when used correctly and faithfully by all involved parties, the HMIS is designed to benefit multiple stakeholders, including provider agencies, persons who are homeless, funders and the community, through improved knowledge about people who are homeless, their services and service needs and a more effective and efficient service delivery system.

The Homeless Housing and Assistance Act of 2005 requires the Department of Commerce to collect HMIS data in the form of a data warehouse. Each homeless service provider will submit HMIS data to Commerce.

Lead grantees/ sub grantees and the Department of Commerce agree as follows:

General Understandings:

In this Agreement, the following terms will have the following meanings:

"Client" refers to a consumer of services;

"Partner Agency" refers generally to any Agency participating in HMIS.

permitted otherwise.

If Agency is subject to any laws or requirements which restrict Agency's ability to either enter or authorize sharing of information, Agency will ensure that any entry it makes and all designations for sharing fully comply with all applicable laws or other restrictions.

Agency shall comply with the Violence Against Women and Department of Justice Reauthorization Act of 2005 (VAWA) and Washington State RCW 43.185C.030. No Identified Information may be entered into HMIS for Clients in licensed domestic violence programs or for Clients fleeing domestic violence situations.

Agency shall not enter confidential information regarding HIV/AIDS status, in accordance with RCW 70.02.220. If funding (i.e., HOPWA) requires HMIS use, those clients' data shall be entered without Identifying Information.

To the extent that information entered by Agency into HMIS is or becomes subject to additional restrictions, Agency will immediately inform Commerce in writing of such restrictions.

Information Collection, Release and Sharing Consent:

Collection of Client Identified information: An agency shall collect client identified information only when appropriate to the purposes for which the information is obtained or when required by law. An Agency must collect client information by lawful and fair means and, where appropriate, with the knowledge or consent of the individual.

Obtaining Client Consent: In obtaining Client consent, each adult Client in the household must sign the ***HMIS Client Release of Information*** (or a Commerce-approved equivalent release document) to indicate consent to enter Client identified information into HMIS. If minors are present in the household, at least one adult in the household must consent minors by writing their names on the ***HMIS Client Release of Information***. If any adult member of a household does not provide written consent, identifying information may not be entered into HMIS for *anyone* in the household. Unaccompanied youth may not sign the consent form for themselves.

Do not enter personally identifying information into HMIS for clients who are in licensed domestic violence agencies or currently fleeing or in danger from a domestic violence, dating violence, sexual assault or stalking situation.

Do not enter HIV/AIDS status in HMIS. If funding (i.e., HOPWA) requires HMIS use, those clients' data shall be entered without personally identifying information.

Telephonic consent from the individual may temporarily substitute for written consent provided that written consent is obtained at the first time the individual is physically present at Agency.

A Client may withdraw or revoke consent for Client identified information collection by signing the ***HMIS Revocation of Consent***. If a Client revokes their consent, Agency is responsible for immediately contacting Commerce and making appropriate data modifications in HMIS to ensure that Client's personally identified information will not be shared with other Partner Agencies or visible to the Agency staff within the system.

This information is being gathered for the collection and maintenance of a research database and data repository. The consent is in effect until the client revokes the consent in writing.

No Conditioning of Services: Agency will not condition any services upon or decline to provide

present, steps should be taken to ensure that the computers and data are secure and not publicly accessible. These steps should minimally include: Logging off the data entry system, physically locking the computer in a secure area, or shutting down the computer entirely.

Passwords: Agency will permit access to HMIS only with use of a User ID and password, which the user may not share with others. Written information pertaining to user access (e.g. username and password) shall not be stored or displayed in any publicly accessible location. Passwords shall be at least eight characters long and meet industry standard complexity requirements, including, but not limited to, the use of at least one of each of the following kinds of characters in the passwords: Upper and lower-case letters, and numbers and symbols. Passwords shall not be, or include, the username, or the HMIS name. In addition, passwords should not consist entirely of any word found in the common dictionary or any of the above spelled backwards. The use of default passwords on initial entry into the HMIS application is allowed so long as the default password is changed on first use. Passwords and user names shall be consistent with guidelines issued from time to time by HUD and/or Commerce.

Training/Assistance: Agency will permit access to HMIS only after the authorized user receives appropriate confidentiality training including that provided by Commerce. Agency will also conduct ongoing basic confidentiality training for all persons with access to HMIS and will train all persons who may receive information produced from HMIS on the confidentiality of such information. Agency will participate in such training as is provided from time to time by Commerce. Commerce will be reasonably available during Commerce defined weekday business hours for technical assistance (i.e. troubleshooting and report generation).

Records: Agency and Commerce will maintain records of any disclosures of Client identifying information either of them makes of HMIS information for a period of **seven** years after such disclosure. On written request of a Client, Agency and Commerce will provide an accounting of all such disclosures within the prior **seven-year** period. Commerce will have access to an audit trail from HMIS so as to produce an accounting of disclosures made from one Agency to another by way of sharing of information from HMIS.

Retention of paper copies of personally identifying information: Agencies must develop and adopt policies governing the retention of paper records containing personally identifying information derived from a Homeless Management Information system. The policy must define how long paper records are retained after they are no longer being actively utilized, and the process that will be used to destroy the records to prevent the release of personally identifying information. The policy must require the destruction of the paper records derived from an HMIS no longer than seven years after the last day the person was served by the organization.

Information Entry Standards:

Information entered into HMIS by Agency will be truthful, accurate and complete to the best of Agency's knowledge.

Agency will **not** solicit from Clients or enter information about Clients into the HMIS database unless the information is required for a legitimate business purpose such as to provide services to the Client, to conduct evaluation or research, to administer the program, or to comply with regulatory requirements.

Agency will only enter information into HMIS database with respect to individuals that it serves or intends to serve, including through referral.

to time regarding administration of the HMIS.

Agency and Commerce intend to abide by applicable law. Should any term of this agreement be inconsistent with applicable law, or should additional terms be required by applicable law, Agency and Commerce agree to modify the terms of this agreement so as to comply with applicable law.

Neither Commerce nor Agency will transfer or assign any rights or obligations regarding HMIS without the written consent of either party.

Agency agrees to indemnify and hold Commerce and its agents and staffs harmless from all claims, damages, costs, and expenses, including legal fees and disbursements paid or incurred, arising from any breach of this Agreement or any of Agency's obligations under this Agreement.

This Agreement will be in force until terminated by either party. Either party may terminate this agreement at will with 20 days written notice. Either party may terminate this agreement immediately upon a material breach of this Agreement by the other party, including but not limited to the breach of the Commerce Security Policy by Agency.

If this Agreement is terminated, Agency will no longer have access to HMIS. Commerce and the remaining Partner Agencies will maintain their right to use all of the Client information previously entered by Agency except to the extent a restriction is imposed by Client or law. Copies of Agency data will be provided to the Agency upon written request of termination of this agreement. Data will be provided on CDs or other mutually agreed upon media. Unless otherwise specified in writing, copies of data will be delivered to Agency within fourteen (14) calendar days of receipt of written requests for data copies.

on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secured Area. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only Authorized Users have the key, combination or mechanism required to access the contents of the container. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

- d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secured Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- e. **Paper documents.** Any paper records must be protected by storing the records in a Secured Area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.
- f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract
- g. **Data storage on portable devices or media.**
 - (1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:
 - (a) Encrypt the Data with a key length of at least 128 bits
 - (b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.
 - (c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.Physically Secure the portable device(s) and/or media by
 - (d) Keeping them in locked storage when not in use
 - (e) Using check-in/check-out procedures when they are shared, and
 - (f) Taking frequent inventories
 - (2) When being transported outside of a Secured Area, portable devices and media with DSHS Confidential Information must be under the physical control of Contractor staff

Data Stored On:	Will be Destroyed By:
Server or workstation hard disks, or Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Using a “wipe” utility which will overwrite the Data at least three (3) times using either random or single character data, or Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

- 6. Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DSHS shared Data must be reported to the Department of Commerce Contact designated in the Grant Agreement within one (1) business day of discovery.

Data shared with Subcontractors. If DSHS Data access provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract.

- vi. Month of the Year (up to the past 12-months)
- vii. Program Type
- viii Household Number
- ix. DSHS Benefit
- x. Earned Income
- xi. Unearned Income
- xii. WorkFirst Sanction Amount
- xiii Intentional Overpayment Amount
- xiv. HEN Eligibility

Time frames(s) for Data disclosure or exchange:

The duration of the Contract or as amended.

Conditions under which, if any, that Data disclosed or exchanged can be linked to other data:

There are no conditions that permit linking of the Data with other data.

Data Access or Transfer

Method.

The Contractor shall access information via the DSHS BVS secure website.

Access to this website requires the user to have an email address approved by DSHS. DSHS will provide the initial password and the strong password must be changed to a unique strong password.

Requirement for Access.

Access to data shall be limited to the Contractor, who specifically requires access to the Data to perform their assigned duties.

The Contractor shall provide the DSHS Contact listed on page one (1) of this Contract, with the names, email addresses, and other contact information as required by DSHS, for all Contractor personnel requesting BVS access.

The Contractor must report within one (1) business day to the DSHS Contact person listed on page one (1) of this Contract after receiving notice that any Contractor personnel with access to the Data is terminated from employment or when their job duties no longer require access to the Data.

Prior to making Data available to their personnel, the Contractor shall notify all personnel of the use, confidentiality, and nondisclosure requirements.

Neither party shall link the Data with Personal information or individually identifiable data from any other source, nor re-disclose or duplicate the Data unless specifically authorized to do so in this Contract or by the prior written consent of the other party.

The Contractor shall take reasonable precautions to secure against unauthorized physical and electronic access to client data, which shall be protected in a manner that prevents unauthorized persons, including the general public, from retrieving data by means of computer, remote terminal, or other means.

Contract Suspension:

DSHS may take certain actions in the event the Contractor is investigated by a local, county, state, or federal agency, for a matter which DSHS determines may adversely affect the access to or use of, Data provided under this Contract. DSHS May, without prior notice, suspend the access to or use of Data, and disallow the person(s) involved in the allegation(s) from providing services or having contact with clients pending final resolution of the investigation.

Disputes

Either party may submit a request for resolution of a Contract dispute (rates set by law, regulation, or DSHS policy are not disputable). The requesting party shall submit a written statement identifying the issue(s) in dispute and the relative positions of the parties. A request for a dispute resolution must include the Contractor's name, address, and Contract number, and be mailed to the address listed below within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue in dispute.

DSHS/Community Services Division/Attn: Contracts Unit
PO Box 45440
Olympia, WA 98504-5440

1. **Data Transport.** When transporting DSHS Confidential Information electronically, including via email, the data will be protected by:
 - a. Transporting the data within the (State Governmental Network) SGN or contractor's internal network, or;
 - b. Encrypting any data that will be in transit outside the SGN or contractor's internal network. This includes transit over the public Internet.
2. **Protection of Data.** The Grantee agrees to store data on paper only, no electronic storage is allowable:
 - a. **Paper documents.** Any paper records must be protected by storing the records in a secure area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.
3. **Data Disposition.** When the contracted work has been completed or when no longer

9.8 Appendix H: Resources

[Emergency Solutions Grants \(EGS\) Program Components Quick Reference \(HUD\)](#)

[USE ESG-CV to Help Those Currently Experiencing Homelessness First \(National Alliance to End Homelessness\)](#)

[Homeless System Response: Planning a Housing Surge to Accelerate Rehousing Efforts in Response to COVID-19 \(HUD\)](#)

[The Framework for an Equitable COVID-19 Homelessness Response \(National Alliance to End Homelessness\)](#)

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 18, 2020
Subject:	Approving an additional renewal payment for Benton County's Microsoft Enterprise Agreement for licensing Microsoft software from SHI International Corp, Somerset NJ.
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	
PA Review, Approval to Form:	☐ Yes ☐ No ☒ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
☒ 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 February 24, 2018, the Board signed Resolution 2018-151 authorizing the IT Manager to sign an enterprise agreement with Microsoft for software from SHI International Corp, Somerset NJ. Upon signature, Benton County entered a three-year contractual payment amount of \$225,893.56 excluding Washington State Sales Tax. All payments for this agreement have been set aside in the Benton County Capital Improvement Plan 2017-2022 project described as Microsoft Enterprise Agreement.

In January of 2020, IT began reviewing the third and final Microsoft Enterprise Agreement with SHI which showed a payment increase from \$240,689.39 to \$275,390.83 including Washington State Sales Tax. The increase is due to Microsoft changing their SQL Server licensing requirements, and IT's research into Microsoft's Office 365 Teams voice system. On February 28, 2020, a payment of \$240,689.39 including WSST was paid to SHI International Corp for Microsoft Enterprise Agreement which did not cover the extra costs of \$34,701.44 including WSST.

Fiscal Impact

Amount: \$34,701.44 including WSST.

Fund: Information Technology's approved 2019-2020 budget.

Recommendation

Information Technology recommends that the Board approves an additional renewal payment for the County's Microsoft Enterprise Agreement for licensing Microsoft software from SHI International Corp, Somerset NJ in an amount not to exceed \$34,701.44 including WSST.

Suggested Motion

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING AN ADDITIONAL RENEWAL PAYMENT FOR BENTON COUNTY'S MICROSOFT ENTERPRISE AGREEMENT FOR LICENSING MICROSOFT SOFTWARE FROM SHI INTERNATIONAL CORP, SOMERSET NJ

WHEREAS, on February 24, 2018, the Board signed Resolution 2018-151 authorizing the IT Manager to sign a three-year Enterprise Agreement with Microsoft for software from SHI International Corp, Somerset NJ in an amount not to exceed \$225,893.56 excluding Washington State Sales Tax; and

WHEREAS, in January of 2020, Information Technology began reviewing the third and final Microsoft Enterprise Agreement with SHI which showed a payment increase from \$240,689.39 to \$275,390.83 including Washington State Sales Tax; and

WHEREAS, the Microsoft Enterprise Agreement increase was due to Microsoft changing their SQL Server licensing requirements, and Information Technology's research into Microsoft's Office 365 Teams voice system; and

WHEREAS, on February 28, 2020, Benton County issued a third payment of \$240,689.39 including Washington State Sales Tax to SHI International Corp, Somerset NJ for Microsoft Enterprise Agreement; and

WHEREAS, Benton County still owes SHI International Corp, Somerset NJ \$34,701.44 including Washington State Sales Tax; NOW, THEREFORE

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby agrees with the Information Technology Manager recommendation approving an additional renewal payment for Benton County's Microsoft Enterprise Agreement for licensing Microsoft software from SHI International Corp, Somerset NJ in an amount not to exceed \$34,701.44 including Washington State Sales Tax from Information Technology's approved 2019-2020 budget.

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



Federal tax ID: 22-3009648
 290 Davidson Ave.
 Somerset, NJ 08873
 Phone: 888-235-3871
 Fax: 732-805-9669

Please remit payment to:
 SHI International Corp
 P.O. Box 952121
 Dallas, TX 75395-2121
 Wire information: Wells Fargo Bank
 Wire Rt# 121000248
 ACH Rt# 021200025
 Account#2000037641964
 SWIFT Code: WFBIUS6S
 For W-9 Form, www.shi.com/W9

Invoice No. B09602504

Invoice date 2/28/2019
 Customer number 1100705
 Sales order S47463048

Finance charge of 1.5% per month will be charged on
 past due accounts - 18%/yr.
 All returns require an RMA# supplied by your SHI
 Sales team.

Bill To

Benton County Information Technology
 PO Box 608
 Prosser, WA 99350
 USA

Ship To

Benton County Information Technology
 620 Market Street
 Prosser, WA 99350
 USA
 ITD-190107T2/Teri Holmes

Ship Date	Salesperson	Purchase Order	Ship Via	FOB	Terms
2/28/2019	Ben Callahan	ITD-190107T2	ESD	FOB ORIGIN	NET 30

Item No. Mfg Part No.	Description	Qty Ordered	Qty Shipped	Unit Price	Extended Price
32850271 9GS-00135 ESD Microsoft Select	CISSteDCCore ALNG SA MVL 2Lic CoreLic Non-Specif Windows - Multiple Windows Platform All Languages ESD Software Contract number: ADSP016-130651 Sub Contract: 06016 Enrollment No.: 66700680 Agreement No.: 01E73965 Country of Usage: USA Maintenance From date: 3/1/2019 Maintenance To date: 2/29/2020	8	8	167.51	1,340.08
32596397 7MS-00001 ESD Microsoft Select	ProjOnInProfGOV ShrdSvr ALNG SubsVL MVL PerUsr Windows - Multiple Windows Platform All Languages ESD Software Contract number: ADSP016-130651 Sub Contract: 06016 Enrollment No.: 66700680 Agreement No.: 01E73965 Country of Usage: USA Maintenance From date: 3/1/2019 Maintenance To date: 2/29/2020	7	7	259.47	1,816.29
29344663 3PN-00001 ESD Microsoft Select	PrjctLiteG ShrdSvr ALNG SubsVL MVL PerUsr Windows - Multiple Windows Platform All Languages ESD Software Contract number: ADSP016-130651 Sub Contract: 06016 Enrollment No.: 66700680 Agreement No.: 01E73965 Country of Usage: USA Maintenance From date: 3/1/2019 Maintenance To date: 2/29/2020	5	5	61.84	309.20



Federal tax ID: 22-3009648
 290 Davidson Ave.
 Somerset, NJ 08873
 Phone: 888-235-3871
 Fax: 732-805-9669

Please remit payment to:
 SHI International Corp
 P.O. Box 952121
 Dallas, TX 75395-2121
 Wire information: Wells Fargo Bank
 Wire Rt# 121000248
 ACH Rt# 021200025
 Account#2000037641964
 SWIFT Code: WFBIUS6S
 For W-9 Form, www.shi.com/W9

Invoice No. B09602504

Invoice date 2/28/2019
 Customer number 1100705
 Sales order S47463048

Finance charge of 1.5% per month will be charged on
 past due accounts - 18%/yr.
 All returns require an RMA# supplied by your SHI
 Sales team.

Bill To

Benton County Information Technology
 PO Box 608
 Prosser, WA 99350
 USA

Ship To

Benton County Information Technology
 620 Market Street
 Prosser, WA 99350
 USA
 ITD-190107T2/Teri Holmes

28030786 4YT-00001 ESD Microsoft Select	ProjOnInGov ShrdSvr ALNG SubsVL MVL Windows - Multiple Windows Platform All Languages ESD Software Contract number: ADSP016-130651 Sub Contract: 06016 Enrollment No.: 66700680 Agreement No.: 01E73965 Country of Usage: USA Maintenance From date: 3/1/2019 Maintenance To date: 2/29/2020	8	8	285.31	2,282.48
25384224 7NQ-00292 ESD Microsoft Select	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic Windows - Multiple Windows Platform All Languages ESD Software Contract number: ADSP016-130651 Sub Contract: 06016 Enrollment No.: 66700680 Agreement No.: 01E73965 Country of Usage: USA Maintenance From date: 3/1/2019 Maintenance To date: 2/29/2020	10	10	590.82	5,908.20
32850254 9EN-00198 ESD Microsoft Select	SysCtrStdCore ALNG SA MVL 2Lic CoreLic Windows - Multiple Windows Platform All Languages ESD Software Contract number: ADSP016-130651 Sub Contract: 06016 Enrollment No.: 66700680 Agreement No.: 01E73965 Country of Usage: USA Maintenance From date: 3/1/2019 Maintenance To date: 2/29/2020	8	8	18.12	144.96
28022028 P3U-00001 ESD Microsoft Select	VisioProforOff365G ShrdSvr ALNG SubsVL MVL PerUsr Windows - Multiple Windows Platform All Languages ESD Software Contract number: ADSP016-130651 Sub Contract: 06016 Enrollment No.: 66700680 Agreement No.: 01E73965 Country of Usage: USA Maintenance From date: 3/1/2019 Maintenance To date: 2/29/2020	4	4	132.49	529.96



Federal tax ID: 22-3009648
 290 Davidson Ave.
 Somerset, NJ 08873
 Phone: 888-235-3871
 Fax: 732-805-9669

Please remit payment to:
 SHI International Corp
 P.O. Box 952121
 Dallas, TX 75395-2121
 Wire information: Wells Fargo Bank
 Wire Rt# 121000248
 ACH Rt# 021200025
 Account#2000037641964
 SWIFT Code: WFBIUS6S
 For W-9 Form, www.shi.com/W9

Invoice No. B09602504

Invoice date 2/28/2019
 Customer number 1100705
 Sales order S47463048

Finance charge of 1.5% per month will be charged on past due accounts - 18%/yr.
 All returns require an RMA# supplied by your SHI Sales team.

Bill To

Benton County Information Technology
 PO Box 608
 Prosser, WA 99350
 USA

Ship To

Benton County Information Technology
 620 Market Street
 Prosser, WA 99350
 USA
 ITD-190107T2/Teri Holmes

20977818 6VC-01254 ESD Microsoft Select	Microsoft(R) Win Rmt Dsktp Svcs CAL All Lng Software Assurance Windows - Multiple Windows Platform All Languages ESD Software Contract number: ADSP016-130651 Sub Contract: 06016 Enrollment No.: 66700680 Agreement No.: 01E73965 Country of Usage: USA Maintenance From date: 3/1/2019 Maintenance To date: 2/29/2020	25	25	21.67	541.75
32850239 9EM-00270 ESD Microsoft Select	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic Windows - Multiple Windows Platform All Languages ESD Software Contract number: ADSP016-130651 Sub Contract: 06016 Enrollment No.: 66700680 Agreement No.: 01E73965 Country of Usage: USA Maintenance From date: 3/1/2019 Maintenance To date: 2/29/2020	186	186	18.12	3,370.32
26891113 7LU-00002 ESD Microsoft Select	YammerEnt ShrdSvr ALNG SubsVL MVL PerUsr Windows - Multiple Windows Platform All Languages ESD Software Contract number: ADSP016-130651 Sub Contract: 06016 Enrollment No.: 66700680 Agreement No.: 01E73965 Country of Usage: USA Maintenance From date: 3/1/2019 Maintenance To date: 2/29/2020	720	720	0.00	0.00
32835915 9EA-00278 ESD Microsoft Select	WinSvrDCCore ALNG SA MVL 2Lic CoreLic Windows - Multiple Windows Platform All Languages ESD Software Contract number: ADSP016-130651 Sub Contract: 06016 Enrollment No.: 66700680 Agreement No.: 01E73965 Country of Usage: USA Maintenance From date: 3/1/2019 Maintenance To date: 2/29/2020	48	48	126.86	6,089.28



Federal tax ID: 22-3009648
 290 Davidson Ave.
 Somerset, NJ 08873
 Phone: 888-235-3871
 Fax: 732-805-9669

Please remit payment to:
 SHI International Corp
 P.O. Box 952121
 Dallas, TX 75395-2121
 Wire information: Wells Fargo Bank
 Wire Rt# 121000248
 ACH Rt# 021200025
 Account#2000037641964
 SWIFT Code: WFBIUS6S
 For W-9 Form, www.shi.com/W9

Invoice No. B09602504

Invoice date 2/28/2019
 Customer number 1100705
 Sales order S47463048

Finance charge of 1.5% per month will be charged on
 past due accounts - 18%/yr.
 All returns require an RMA# supplied by your SHI
 Sales team.

Bill To

Benton County Information Technology
 PO Box 608
 Prosser, WA 99350
 USA

Ship To

Benton County Information Technology
 620 Market Street
 Prosser, WA 99350
 USA
 ITD-190107T2/Teri Holmes

30616097 AAA-11984 ESD Microsoft Select	M365 E3 FromSA GCC ShrdSvr ALNG SubsVL MVL PerUsr Windows - Multiple Windows Platform All Languages ESD Software Contract number: ADSP016-130651 Sub Contract: 06016 Enrollment No.: 66700680 Agreement No.: 01E73965 Country of Usage: USA Maintenance From date: 3/1/2019 Maintenance To date: 2/29/2020	720	720	253.69	182,656.80
30372688 AAA-11982 ESD Microsoft Select	M365 E3 GCC ShrdSvr ALNG SubsVL MVL PerUsr Windows - Multiple Windows Platform Single Language ESD Software Contract number: ADSP016-130651 Sub Contract: 06016 Enrollment No.: 66700680 Agreement No.: 01E73965 Country of Usage: USA Maintenance From date: 3/1/2019 Maintenance To date: 2/29/2020	15	15	308.67	4,630.05
32439049 3GU-00001 ESD Microsoft Select	O365ATPGCC ShrdSvr ALNG SubsVL MVL PerUsr Windows - Multiple Windows Platform All Languages ESD Software Contract number: ADSP016-130651 Sub Contract: 06016 Enrollment No.: 66700680 Agreement No.: 01E73965 Country of Usage: USA Maintenance From date: 3/1/2019 Maintenance To date: 2/29/2020	735	735	16.34	12,009.90

Quote: 14817529

Sales Balance	221,629.27
Freight	0.00
Recycling Fee	0.00
Sales Tax	19,060.12
Total	240,689.39
Currency	USD


**Benton County
Information Technology**

 620 Market Street
Prosser, WA 99350

DATE

1/7/2019

PO NUMBER

ITD-190107T2

VENDOR: 839498
SHI INTERNATIONAL CORP
290 DAVIDSON AVENUE
SOMERSET, NJ 08873

SHIP TO: BENTON COUNTY JUSTICE CENTER
INFORMATION TECHNOLOGY DEPT
7122 W OKANOGAN PL BLDG A
KENNEWICK, WA 99336

FOB Point:
Terms: AP Net 30

Req. No:
Dept: INFORMATION TECHNOLOGY
Req Del Date:**Contact:** HOLMES, TERI**Confirming?** No**Contract No:** 2018-151**Special Inst:** QUOTE: 16563521 YEAR 2 ANNUAL PAYMENT EA: 66700680
Purchase Order

Quantity	Unit	Description	Unit Price	Ext. Price
8.00		THIS IS A REVISED PURCHASE ORDER IT/CIP CISSTEDCCORE ALNG SA MVL 2LICE CORE LIC #9GS-00135	167.51000	1,340.08
7.00		IT/CIP PROJONLNPROFGCC SHRDSVR ALNG SUBS VL MVL PERUSR #7MD-00001	259.47000	1,816.29
5.00		IT/CIP PROJONLNNESSNTLSGCC SHRDSVR ALNG SUBSVL MVL PERUSR #3PN-00001	61.84000	309.20
8.00		IT/CIP PROJONLNPREMWOPROJCLIENTGCC SHRDSVR ALNG SUBSVL MVL PERUSR #4YT-00001	285.31000	2,282.48
10.00		IT/CIP SQLSVRSTDCORE ALNG SA MVL 2LIC CORELIC #7NQ-00292	590.82000	5,908.20
8.00		IT/CIP SYSCTRCORE ALNG SA MVL 2LIC CORELIC #9EN-00198	18.12000	144.96
4.00		IT/CIP VISISONLNP2GCC SHRD SVR ALNG SUBSVL MVL PERUSR #P3U-00001	132.49000	529.96
25.00		IT/CIP WINRMTDSKTPSRVCSCAL ALNG SA MVL USRCAL #6VC-01254	21.67000	541.75
186.00		IT/CIP WINSVRSTDCORE ALNG SA MVL 2LIC CORELIC #9EM-00270	18.12000	3,370.32
720.00		IT/CIP YAMMERENT SHRDSVR ALNG SUBSVL MVL PERUSR #7UL-00002		0.00
48.00		IT/CIP MS WINDOWS SERVER DATACENTER 2 CORES ENTERPRISE #9EA-00278	126.86000	6,089.28
720.00		IT/CIP E3 FROM SA GCC SHRDSVR ALNG SUBSVL MVL PERUSR #AAA-11984	253.69000	182,656.80
15.00		IT/CIP E3 GCC SHRDSVR ALNG SUBSVL MVL PERUSR #AAA-11982	308.67000	4,630.05

BILL TO:
 NASPO ValuePoint - Software
VAR Contract #ADSP016-130651
Subcontract #06016

SUBTOTAL
TAX
FREIGHT
TOTAL

Account Number	Amount	Account Number	Amount
E 0305101.000.00000.518.810.4908	240,689.39		

Authorized Signature

RECEIVING COPY

Authorized Signature (over \$1,000)



Benton County Information Technology

620 Market Street
Prosser, WA 99350

DATE
1/7/2019

PO NUMBER
ITD-190107T2

VENDOR: 839498
SHI INTERNATIONAL CORP
290 DAVIDSON AVENUE
SOMERSET, NJ 08873

SHIP TO: BENTON COUNTY JUSTICE CENTER
INFORMATION TECHNOLOGY DEPT
7122 W OKANOGAN PL BLDG A
KENNEWICK, WA 99336

FOB Point:
Terms: AP Net 30

Req. No: _____
Dept: INFORMATION TECHNOLOGY

Req Del Date:

Contact: HOLMES, TERI

Contract No: 2018-151

Confirming? No

Special Inst: QUOTE: 16563521 YEAR 2 ANNUAL PAYMENT EA: 66700680

Purchase Order

[illegible]

BILL TO: BENTON COUNTY INFORMATION TECH
602 MARKET STREET
PO BOX 608
PROSSER, WA 99350

SUBTOTAL	240,689.39
TAX	0.00
FREIGHT	0.00
TOTAL	240,689.39

[illegible]

Jeri L. Holmes

Authorized Signature

RECEIVING COPY

1911 L. Holmes

Authorized Signature (over \$1,000)



Pricing Proposal
Quotation #: 18538445
Created On: 2/28/2020
Valid Until: 3/31/2020

Benton County

Robert Heard

620 Market St
PO Box 608
Prosser, WA 99350
United States
Phone:
Fax:
Email: robert.heard@co.benton.wa.us

Inside Account Manager- Public Sector

Gianna Colgero

290 Davidson Ave
Somerset, NJ 08873
Phone: 732-652-4773
Fax:
Email: gianna_colgero@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	O365AdvThrtPrtctPln1GCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 3GU-00001 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Coverage Term: 3/1/2020 – 2/28/2021	735	\$17.71	\$13,016.85
2	ProjOnlnEssntlsGCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 3PN-00001 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Coverage Term: 3/1/2020 – 2/28/2021	5	\$61.68	\$308.40
3	ProjPlan5woPrjCIntGCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 4YT-00001 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Coverage Term: 3/1/2020 – 2/28/2021	8	\$284.58	\$2,276.64
4	WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL Microsoft - Part#: 6VC-01254 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Coverage Term: 3/1/2020 – 2/28/2021	25	\$21.62	\$540.50
5	YammerEnt ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 7LU-00002 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Coverage Term: 3/1/2020 – 2/28/2021	735	\$0.00	\$0.00
6	Project Plan3 GCC Shared All Lng Subs VL MVL Per User Microsoft - Part#: 7MS-00001 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Coverage Term: 3/1/2020 – 2/28/2021	7	\$258.81	\$1,811.67

7	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 7NQ-00292 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Coverage Term: 3/1/2020 – 2/28/2021	10	\$589.31	\$5,893.10
8	WinSvrDCCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EA-00278 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Coverage Term: 3/1/2020 – 2/28/2021	48	\$126.53	\$6,073.44
9	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EM-00270 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Coverage Term: 3/1/2020 – 2/28/2021	186	\$18.08	\$3,362.88
10	SysCtrStdCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EN-00198 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Coverage Term: 3/1/2020 – 2/28/2021	8	\$18.08	\$144.64
11	CISSteDCCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9GS-00135 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Coverage Term: 3/1/2020 – 2/28/2021	8	\$167.08	\$1,336.64
12	M365 E3 GCC ShrdSvr ALNG SubsVL MVL PerUsr (Original) Microsoft - Part#: AAA-11982 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Coverage Term: 3/1/2020 – 2/28/2021	15	\$307.91	\$4,618.65
13	M365 E3 FromSA GCC ShrdSvr ALNG SubsVL MVL PerUsr (Original) Microsoft - Part#: AAA-11984 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Coverage Term: 3/1/2020 – 2/28/2021	720	\$253.07	\$182,210.40
14	VisioPlan2GCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: P3U-00001 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Coverage Term: 3/1/2020 – 2/28/2021	4	\$132.15	\$528.60
15	SQLSvrStdCore ALNG LicSAPk MVL 2Lic CoreLic Microsoft - Part#: 7NQ-00302 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Coverage Term: 3/1/2020 – 2/28/2021 Note: TRUE UP	9	\$3,241.22	\$29,170.98
16	O365GCCE5 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: T2N-00001 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Coverage Term: 3/1/2020 – 2/28/2021	3	\$376.18	\$1,128.54

Note: TRUE UP

17	DmstcCallingPGCC ShrdSvr ALNG SubsVL MVL PerUsr	3	\$128.98	\$386.94
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Microsoft - Part#: LM9-00001
Contract Name: NASPO Software VAR
Contract #: ADSPO16-130651
Coverage Term: 3/1/2020 – 2/28/2021
Note: TRUE UP

18	IntlCallingPGCC ShrdSvr ALNG SubsVL MVL PerUsr	3	\$257.95	\$773.85
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Microsoft - Part#: LN9-00001
Contract Name: NASPO Software VAR
Contract #: ADSPO16-130651
Coverage Term: 3/1/2020 – 2/28/2021
Note: TRUE UP

Subtotal	\$253,582.72
*Tax	\$21,808.11
Total	\$275,390.83

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 8/4/20 BC 8/18/20
Subject:	Fee for Service Truancy Contract with Kennewick School District
Presenter:	
Prepared By:	Rosa Garcia
Reviewed By:	Darryl Banks
Type of Agenda Item:	Type of Action Needed:
☒ Consent Agenda	☐ Discussion Only (1 st) ☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2 nd) ☒ 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. Kennewick 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.

Kennewick 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 Kennewick School District to the Benton-Franklin Counties Juvenile Justice Center shall not exceed \$20,625.00

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 Kennewick School District.

Suggested Motion

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be hereby authorized to sign the Fee for Services contract with the Kennewick 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 KENNEWICK 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 Kennewick 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 Service Contract between the Kennewick School District and the Juvenile Justice Center in an amount payable to the Counties not to exceed \$20,625.00; and

BE IT FURTHER RESOLVED, that the Chairman 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

DATED this ____ day of _____ 2020

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Clerk of the Board

Clerk of the Board

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 Kennewick School District, with its principal offices at 1000 W. Fourth Ave., Kennewick, WA, 99336, (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; follow-up on truancy petition requirements; and provide Attendance Specialist Tracker Services on an "as needed" basis up to and including 752 hours at \$15.00 per hour.
- 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. Traci Pierce**
Superintendent
Kennewick School District
1000 W. Fourth Ave.
Kennewick WA 99336
Phone: (509) 222-6550
Fax: (509) 222-5050
E-mail: traci.pierce@ksd.org
- B. For Counties: **Darryl Banks**
Juvenile Court Administrator
5606 W Canal PI 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 Counties Twenty Thousand Six Hundred and Twenty Five Dollars (\$20,625.00), which includes up to Eleven Thousand Two Hundred and Eighty Dollars (\$11,280.00) for tracker services for the entire contract period, to be paid in quarterly installments of Five Thousand One Hundred Fifty Six Dollars and Twenty Five Cents (\$5,156.25) each, 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 Twenty Thousand Six Hundred and Twenty Five Dollars (\$20,625.00).

- 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. The Counties may terminate this Contract in whole or in part whenever the Counties determine, in its sole discretion, that such termination is in the best interests of the Counties. The Counties may terminate this Contract upon giving thirty (30) days written notice by certified mail to the District.
- 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 Agreement 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 Kennewick 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.

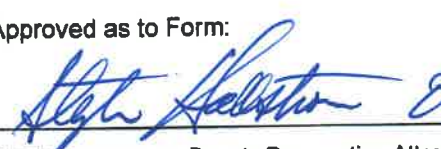
18. ENTIRE AGREEMENT

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:

KENNEWICK SCHOOL DISTRICT	BENTON FRANKLIN COUNTIES JUVENILE JUSTICE CENTER
 Dr. Traci Pierce Superintendent	 Darryl Banks Administrator
Date: 7/14/20	Date: 2-20-20
BENTON COUNTY APPROVAL Approved as to Form:  Stephen Hallstrom, Deputy Prosecuting Attorney Date: 07/17/20 By: _____ Name: _____ Title: <u>Chairman, Board of Commissioners</u> Date: _____ Date: _____ Attest: _____ Clerk of the Board: _____	FRANKLIN COUNTY APPROVAL Approved as to Form: _____ Civil Deputy Prosecuting Attorney Date: _____ By: _____ Name: _____ Title: <u>Chairman, Board of Commissioners</u> Date: _____ Date: _____ Attest: _____ Clerk of the Board: _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 18, 2020
Subject:	Public Safety Services Contract w/ Communities in Schools of Benton-Franklin for In Schools & Beyond Program
Presenter:	N/A
Prepared By:	Shyanne Palmus
Reviewed By:	Matt Rasmussen
PA Review, Approval to Form:	☒ Yes ☐ No ☐ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
☒ Consent Agenda ☐ Public Hearing ☐ Scheduled Business	☐ Discussion Only ☐ Decision / Direction ☐ Sign Letter / Document ☐ Pass Motion ☒ Pass Resolution ☐ Pass Ordinance ☒ Execute Contract

Summary / Background Information

Benton County would like to enter into a personal service agreement with Communities in Schools of Benton-Franklin for In Schools and Beyond Program in the total contract amount of \$236,157.00 for the 2021-2022 biennium.

Communities in Schools of Benton-Franklin seeks to reduce and eventually eliminate gang and other criminal activity for youth in Benton County by targeting at-risk students at six schools that have the highest needs. Those six schools will have a site coordinator to collaborate with the school team to address issues with chronically absent students, those with poor grades, behavior issues, or needs not being met.

Funding would continue support resources for staff, supplies, training, and other programming needs to serve the at-risk youth at the six highest needs schools in Benton County.

Fiscal Impact

This public safety services contract is for the 2021-2022 biennium, in the total contract amount of \$236,157.00, 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 COMMUNITIES IN SCHOOLS OF BENTON-FRANKLIN

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 Communities in Schools of Benton-Franklin proposal, in the total contract amount not to exceed \$236,157.00 for 2021-2022; **NOW, THEREFORE**

BE IT RESOLVED, the Board hereby concurs with the staff recommendation and approves the 2021-2022 In Schools & Beyond Program public safety services contract, in an amount not to exceed \$236,157.00, to be payable to Communities in Schools of Benton-Franklin 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**

**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 **COMMUNITIES IN SCHOOLS OF BENTON-FRANKLIN**, a Washington nonprofit corporation, with its principal offices at 295 Bradley Boulevard, Suite 204, Richland, WA 99352-4486. (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 - 2021-2022 CISBF Program 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 to identify, address, and remove added barriers for at-risk youth and families while improving academic and non-academic outcomes to reduce crime and improve community safety. 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: Lupe Mares, MSW
Address: 295 Bradley Boulevard, Suite 204
Richland, WA 99352-4486
Phone: 509-967-6077
Email: LupeM@cisbentonfranklin.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 thirty-six thousand one-hundred fifty-seven dollars and zero cents (\$236,157.00), 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: _____

Dated: 08/05/2020

FOR: BENTON COUNTY

FOR: COMMUNITIES IN SCHOOLS
OF BENTON-FRANKLIN

Chairman



Signature

Member

Executive Director
Title:

Member

Lupe Mares
Print Name

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

Attest: _____
Clerk of the Board

Approved as to Form



Civil Deputy Prosecuting
Attorney

Exhibit A: Scope of Work

Lupe Mares, MSW
Executive Director

Elizabeth Burtner
Chair
STCU

Jill Oldson
Vice Chair
Community Member

Martin Valadez
Past Chair
Heritage University

Buck Taft
Treasurer
Port of Pasco

Meaghan Brooks
Secretary
HAPO

Christine Brown
Community Member

Erich Bolz
The Center for
Educational
Effectiveness

Isaac Lewis
Afterimage

Jay Flynn
Flynn Merriman
Mckennon P.S.

Jennie Stults
Amentum

Maricela Sanchez,
MD
Kadlec

Romie Morales
Pacific Northwest
National Laboratories

Our goal is to continue increasing community and school district collaboration to further identify, address and remove added barriers for children and families that had already lacked the resources to be successful before the COVID-19 pandemic. The pandemic has significantly amplified the fear, uncertainty, frustration, mental health concerns and lack of resources youth and families have faced on a daily basis. From food insecurity, homelessness, educational and systemic inequities, barriers to physical and mental health resources, domestic violence, trauma or child abuse, Communities In Schools of Benton-Franklin stands alongside youth and families to build resiliency while helping them overcome barriers and connecting them to community resources for added support. Students and families who need the most support may be at risk for increased engagement with criminal activity or at risk of being victimized. The preventative support, coordination of efforts and connection to community resources that Communities In Schools of Benton-Franklin provides will positively impact overall public safety.

In response to school building closures in the wake of the COVID-19 pandemic, we are providing district-wide support to families in need of essential services such as food, household items, rental/utility assistance, technology support to remain engaged in learning, social-emotional support to students, and all other critical community resource connections. It's all hands on deck, from the executive director purchasing and packing food, to board members delivering food, to various site coordinators connecting with youth and families. We are working closely with our districts and community partners to remove barriers to these vital supports while meeting the ever-growing needs of students and families.

Communities In Schools of Benton-Franklin will continue trying to reduce those barriers and dedicate our efforts to improving academic outcomes around behavior, attendance and grades, as well as, non-academic outcomes thanks to our evidence based model. As stated previously, we know that improved academic and non-academic outcomes reduce crime and improve community health and safety now and on a long-term timeline.

Communities In Schools of Benton-Franklin staff will provide case management services to K-12 youth and families in 6 Benton County schools whose lives have been further impacted by school building closures and stay-home orders. Supports to these youth and families will include but are not limited to: individual phone/text check-ins during school building closures, long distance learning support, home visits/essential item deliveries, mental health/wellness supports, advocacy, case consultation, etc. Often Communities In Schools of Benton-Franklin staff are the folks students and families reach out to for support in various areas and thanks to the intensive support efforts provided, we are often able to prevent crisis situations which would have gone to our local police departments to address at a more distressed level.

Other supports provided are connections to community resources, housing assistance to prevent homelessness, food assistance, hygiene care bags, community resource referrals, family engagement, school supplies, COVID-19 support and education, etc. As we know, when you see a break down in a family accessing one or many of these needed resources, that's when we see increased rates of crime, well-being and cycles of poverty and inequality. We don't just address the need and support in removing barriers, we follow up afterwards which is crucial in ensuring youth and families continue on a positive path thus improving overall public health and safety.

Exhibit B: 2021-2022 Program Budget

Communities In Schools of Benton-Franklin
In Schools and Beyond with Communities In Schools

DESCRIPTION	TOTAL 2021-2022 BUDGET	2021-2022 PSST FUNDING
Heroes Bonus (Hazard Pay)	\$ 14,000.00	\$ 272.00
6 Site Coordinators + 2 Program Admin Payroll Benefits	\$ 139,200.00	\$ 37,584.00
6 Site Coordinators + 2 Program Admin Payroll Salaries	\$ 678,448.00	\$ 183,181.00
6 Site Coordinators + 2 Program Admin Payroll Taxes	\$ 56,000.00	\$ 15,120.00
	\$ 887,648.00	\$ 236,157.00

Exhibit C: 2021-2022 CISBF Program Measurables

Schoolwide Services (Tier 1 Supports)

- # of students accessed school/district wide supports:
 - Food assistance
 - Hygiene care bags
 - Community resource referrals
 - Family Engagement
 - School Supplies
 - COVID-19 Support

Case Managed Students

- # of Case Managed students received:
 - # of Tier 3 supports
 - Individual phone/text check-ins during school building closures
 - Distance learning support
 - Home visits/essential item deliveries
 - Mental health/wellness supports
 - Advocacy
 - Case Consultation

COVID-19 Change in Scope of Service

In response to school building closures in the wake of the COVID-19 pandemic, CISBF is now providing district-wide support to families in need of essential services such as food, household items, rental/utility assistance, technology support to remain engaged in learning, social-emotional support to student, and all other critical community resource connections. We are working closely with our districts and community partners to remove barriers to these vital supports while meeting the ever-growing needs of students and families.

SUCCESS STORIES:

X Middle School:

Story

X Elementary:

Story

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 18, 2020
Subject:	Rescind Resolution 2020-501 and authorize the purchase of one Freightliner truck cab and chassis from Freightliner NW
Presenter:	
Prepared By:	Shannon Christen
Reviewed By:	Robert Blain
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 (1 st) ☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2 nd) ☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction ☐ Pass Ordinance
	☐ Sign Letter/Document ☐ Execute Contract

Summary / Background Information

Earlier this year, a dump truck (#0564) was wrecked and has been deemed a total loss by an external adjuster (Tri-State Adjusting Service) and a local repair facility (Nolan's Collision). See Nolan's Collision estimate, and Tri-State Adjusting Service's report attached. The Public Works Department needs a replacement for this truck.

On July 28, 2020, the Board approved the purchase of a new Freightliner cab and chassis from RCW International LTD utilizing Washington State Contract No. 01513. However, the purchase price and vendor name were incorrect. Therefore, the resolution needs to be rescinded.

Freightliner NW is the current Washington State Contract holder for Freightliner truck cab and chassis (Contract #01513). The dump body and sander unit will be purchased under a separate resolution from Northend Truck Equipment. Due to the County already having 11 Freightliner trucks in its fleet, it is in the County's best interest to continue purchasing Freightliner trucks for continuity of maintenance and repair parts and procedures.

Fiscal Impact

Amount: \$113,199.30 plus WSST

Fund: ER&R (0501-101)

The State Contract price is \$112,345.47 plus a .0076% Department of Enterprise Services addendum fee of \$853.83 for a total of \$113,199.30 plus WSST.

Recommendation

The Fleet Superintendent recommends rescinding Resolution 2020-501 and authorizing the purchase of one Freightliner truck cab and chassis from Freightliner NW at a cost of \$113,199.30 plus WSST.

Suggested Motion

Approve the resolution as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF RESCINDING RESOLUTION 2020-501 AND AUTHORIZING THE PURCHASE OF ONE NEW FREIGHTLINER TRUCK CAB AND CHASSIS FROM FREIGHTLINER NW UTILIZING WASHINGTON STATE CONTRACT NO. 01513 BY THE BENTON COUNTY EQUIPMENT RENTAL & REVOLVING (ER&R) FUND

WHEREAS, a Freightliner dump truck (#0564) was wrecked, has been deemed a total loss and needs to be replaced; and

WHEREAS, on July 28, 2020, the Board of County Commissioners approved the purchase of a new freightliner cab and chassis from RWC International LTD, however the purchase price and vendor name are incorrect, therefore the resolution needs to be rescinded; and

WHEREAS, Washington State Contract No. 01513 allows for the purchase of Freightliner cab and chassis from Freightliner NW, Olympia, WA; and

WHEREAS, the dump body and sander unit is being purchased from Northend Truck Equipment, LLC under a separate resolution; and

WHEREAS, the Fleet Superintendent recommends rescinding Resolution 2020-501 and purchasing the Freightliner cab and chassis from Freightliner NW for \$113,199.30 plus WSST; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the Fleet Superintendent's recommendation and rescinds Resolution 2020-501 and authorizes the purchase of a Freightliner cab and chassis through the use of Washington State Contract No. 01513 from Freightliner NW, Olympia, WA in the amount of \$113,199.30 plus WSST.

Dated this 18th day of August, 2020.

Chairman of the Board

Chairman ProTem

Member
Constituting the Board of Commissioners
of Benton County, Washington

Attest _____
Clerk of the Board

Original: Public Works
cc: Auditor

S. Christen

**DES SEGMENT A ITEM 3
BENTON COUNTY WASHINGTON**

OPTION NUMBER	Dump Truck Cab & Chassis – 58,000 GVW 6x4		
	Refer to Technical Requirements Segment A. <u>Manufacturer/Model:</u> Freightliner 114SD	EA	\$102,386.47
6	Optional rear suspensions. e. TUFTRAC 46,000# 2-STAGE REAR SPRING SUSPENSION	e. \$2,670	\$2,670.00
7	Driver Controlled Diff. Lock per axle.	\$493	\$986.00
10	Provide option pricing for various Horse Power engines within these ranges. c. 475 HP 1700 Torque	c.470 HP 1650 Torque \$646	\$646.00
12	SET BACK AXLE		(\$437.00)
17	100 GALLON LEFT SIDE FUEL TANK		\$135.00
20	DELETE WADOT RADIO EFFECTS		(\$620.00)
23	342-1BO EATON FULLER RTLO-16918B TRANSMISSION		\$870.00
55	295-029 POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER		\$89.00
59	FRONT TOW HOOKS		\$59.00
	DES CHASSIS TOTAL		\$106,784.47
	ITEMS OFF CONTRACT REQUESTED BY BENTON COUNTY		
	HEATED WINDSHIELD		\$386.00
	EW4 ENGINE WARRANTY 7 YEARS 150,000 MILES ZERO DEDUCTIBLE (INCLUDES AFTERTREATMENT)		\$5,175.00
	TOTAL		\$112,345.47
	DES ADDENDUM FEE .0076%		\$853.83
	THURSTON COUNTY SALES TAX 8.3%		\$9,395.54
	TOTAL		\$122,594.84

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 18, 2020
Subject:	Authorizing the County to enter into an agreement alongside our outside counsel, Mullen Coughlin, LLC, with an outside cybersecurity contractor, The Crypsis Group, Inc. for professional services needed to conduct a data review and consolidated entity list generation.
Presenter:	
Prepared By:	Adam Morasch
Reviewed By:	Reid Hay
PA Review, Approval to Form:	☒ Yes ☐ No ☐ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
☒ Consent Agenda ☐ Public Hearing ☐ Scheduled Business	☐ Discussion Only ☐ Decision / Direction ☐ Sign Letter / Document ☐ Pass Motion ☒ Pass Resolution ☐ Pass Ordinance ☐ Execute Contract

Summary / Background Information

On December 17, 2019, the Board signed Resolution 2019-959 which entered the County into an agreement with The Crypsis Group, Inc. to perform a forensic investigation of a potential cybersecurity/data breach incident. On January 28, 2020, the Board signed Resolution 2020-080 which entered the County into another agreement with The Crypsis Group, Inc. to investigate a separate potential breach of personal identifiable information (PII) within one county employee's email account. As a result, Crypsis did find potential PII within the county employee's email account and now needs to conduct a data review. On July 16, 2020 the county retained the firm of Mullen Coughlin, LLC, as outside counsel to assist in the response to the incident.

The two proposed agreements are three-party agreements between the county, outside counsel, and the Crypsis Group. The first proposed agreement is a Master Services Agreement for the Crypsis Group to provide further services in responding to the data breach and to include our outside counsel in the agreement. The second proposed agreement is a related Statement of Work #2b for the Crypsis Group to create a consolidated list of individuals who may have been affected by the data breach.

Through outside counsel, the county will use the list generated by Crypsis to notify any individuals with PII potentially accessed in the breach.

Fiscal Impact

Amount: \$67,892.40 excluding WSST.

Fund: Risk Management

Recommendation

Recommend the Board of Benton County Commissioners enter into the three-party Master Services Agreement and related Statement of Work with a cybersecurity contractor and outside counsel for professional services needed to conduct a data review and consolidated entity list generation.

Suggested Motion

N/A

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE COUNTY TO ENTER INTO A MASTER SERVICES AGREEMENT AND STATEMENT OF WORK WITH AN OUTSIDE CYBERSECURITY CONTRACTOR, THE CRYPSIS GROUP, INC. FOR PROFESSIONAL SERVICES NEEDED TO CONDUCT A DATA REVIEW AND CONSOLIDATED ENTITY LIST GENERATION

WHEREAS, on December 17, 2019, Resolution 2019-959 authorized the Interim County Administrator to enter into an agreement with a cybersecurity contractor, The Crypsis Group, Inc., to perform an investigation of a potential cybersecurity/data breach incident; and

WHEREAS, on January 28, 2020, Resolution 2020-080 was signed which entered the County into another agreement with a cyber security vendor to investigate separate potential breach of personal identifiable information (PII) within one county employee's email account; and

WHEREAS, as a result of The Crypsis Group's investigative work, potential PII was found in the county employee's email account; and

WHEREAS, The Crypsis Group, Inc. needs to conduct a data review of each record in which PII information was found to generate a list of persons that may need to be notified; and

WHEREAS, the county's outside counsel in this matter, Mullen Coughlin, LLC, is also included as a party to the Master Services Agreement and Statement of Work and has recommended that the county enter into the agreements; and

WHEREAS, our cybersecurity insurance provider XL Catlin has approved the scope of work provided by the cybersecurity contractor, The Crypsis Group, Inc. for professional services needed to conduct a data review and consolidated entity list generation; and the Prosecuting Attorney's Office Civil Department has reviewed the Master Services Agreement and Statement of Work and approved as to form; and

WHEREAS, the Risk Manager, IT Manager and the County Administrator recommend that alongside our outside counsel, Mullen Coughlin, LLC, the Board of County Commissioners enter into a Master Services Agreement and related Statement of Work with a cybersecurity firm, The Crypsis Group, Inc. to perform the services described within the attached Statement of Work #2b; NOW, THEREFORE

BE IT RESOLVED, the Chairman of the Board of Benton County Commissioners, Benton County, Washington, is hereby authorized to sign the attached Master Services Agreement and Statement of Work with The Crypsis Group, Inc. for professional services needed to conduct a data review and consolidated entity list generation in an amount not to exceed \$67,892.40 excluding WSST.

BE IT RESOLVED, the initial term of this Agreement is from the Effective Date and shall continue thereafter unless terminated by any of the Parties pursuant to the termination provisions of Section 5.2, in the Master Services Agreement.

Dated this ____ day of _____, _____

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners

Attest: _____
Clerk of the Board

of Benton County, Washington



MASTER SERVICES AGREEMENT

This Master Services Agreement (the "Agreement"), dated August 06, 2020 (the "Effective Date"), is between Mullen Coughlin LLC with offices at 1275 Drummers Lane, Wayne, PA 19087 (hereafter "Counsel") on behalf of Benton County with offices at 620 Market Street, Prosser, WA 99350 (hereafter "Client") and The Crypsis Group with offices at 1410 Spring Hill Rd Suite 305 McLean, VA 22102 (hereafter "Crypsis"). Counsel, Client, and Crypsis will each be referred to as a "Party" and, collectively, as the "Parties".

1. DEFINITIONS

- 1.1. **"Crypsis Hardware"** means any computer, device or other hardware used by Crypsis to provide the Services, and includes any firmware or other intellectual property copied to or installed on the Crypsis Hardware.
- 1.2. **"Crypsis IP"** means all Crypsis proprietary materials, including without limitation the Crypsis Hardware, the Crypsis Software, Indicators of Compromise, and associated data and documentation.
- 1.3. **"Crypsis Software"** means any computer software used by Crypsis to provide the Services, and includes all updates, patches and fixes to such software.
- 1.4. **"Deliverables"** means any and all goods and services to be delivered to Client as set forth in an agreed upon Statement of Work issued under this Agreement.
- 1.5. **"Indicators of Compromise" or "Indicators"** means a set of data provided by Crypsis for use with the Crypsis Hardware and Crypsis Software. Indicators are configurations and specifications of anomalies, configurations, or other conditions that the Crypsis Hardware and/or Crypsis Software are capable of identifying within an information technology infrastructure.
- 1.6. **"Service" or "Services"** means the professional services described in a SOW issued under this Agreement.
- 1.7. **"Statement of Work" or "SOW"** means a document duly executed by both Parties, pursuant to which Client may order specific Services.

2. DESCRIPTION/CONDITIONS OF SERVICE

2.1. **Services and Deliverables.** SOWs will be used to process Client's purchase of Services and Deliverables. Each SOW incorporates the terms and conditions of this Agreement and will be attached to and incorporated into this Agreement. All communications to Client related to Services shall be directed to the attention of Counsel. Crypsis' work and Services under this Agreement are confidential and are subject to the privileges and protections afforded to such materials under state and federal law under the attorney-client privilege, attorney work product doctrine, self-evaluative privilege or other privilege or protection. All communications between Crypsis and Counsel, as well as communications between Crypsis and Client, shall be regarded as confidential, made solely for the purpose of assisting Counsel in giving legal advice to Client and subject to the terms of this Agreement.

2.2. **Modifications.** The Parties may elect at any time to modify a SOW by written amendment or change order. Any such modification must be signed by each Party's duly authorized representative.

2.3. **Hardware and Software Deployment.** If the Services require the installation and use of Crypsis Hardware and/or Crypsis Software, Client shall facilitate the installation and maintenance thereof and shall provide physical space, electrical power, Internet connectivity and physical access as reasonably determined and communicated to Client by Crypsis.

3. PAYMENT AND EXPENSES

3.1. **Payment Terms.** Client agrees to pay Crypsis in accordance with the fee schedule set forth in each SOW. In the absence of a fee schedule, Client agrees to pay Crypsis' then-current hourly rates for the Services.

3.2. **Invoicing.** Crypsis shall invoice Client as set forth in each SOW or, in the absence of an invoice schedule, shall invoice Client monthly. All invoices will be in U.S. Dollars unless otherwise agreed. Client shall be responsible for all applicable taxes, including without limitation state and local sales taxes, Value Added Taxes, excise taxes based on gross revenue, and any other taxes or amount in lieu thereof paid or payable by Crypsis in connection with this Agreement.

3.3. **Payment.** Client shall be solely responsible for payment and shall pay Crypsis within thirty (30) calendar days after receipt of each invoice. Client agrees to pay interest on all delinquent amounts at the lesser of 1.5% per month or the maximum rate permitted by applicable law. Client's failure to pay Crypsis in a timely manner will be considered a material breach of this Agreement.

3.4. **Expenses.** Unless otherwise specified in the applicable SOW, Client shall reimburse Crypsis for all actual and reasonable expenses that are attributable to work performed under this Agreement and incurred by Crypsis while performing Services under a SOW.

4. INTELLECTUAL PROPERTY

4.1. **Grant of License.** Upon full payment by Client, Crypsis shall grant to Client a perpetual, non-revocable license to all copyrights in and to the Deliverable(s) developed for and delivered to Client. Such license expressly excludes all Crypsis IP included in the Deliverable(s).

4.2. **Intellectual Property Rights.** Client acknowledges that Crypsis may use Crypsis IP to provide the Services, and that Client and Counsel may obtain access to certain Crypsis IP as a result of Crypsis' performance of its obligations under this Agreement. Crypsis IP is and shall remain the sole and exclusive property of Crypsis and Crypsis shall retain all right, title and interest in and to the Crypsis IP and all derivative works thereof, including any Indicators of Compromise developed by Crypsis during the term of this Agreement.

4.3. **Restrictions.** Subject to the exceptions set forth below, Client agrees not to reproduce or modify any portion of the Crypsis IP, and will not disclose, sell, sublicense or otherwise transfer or make available all or any portion of the Crypsis IP to any third party without the prior written consent of Crypsis; provided, however, that Client may share Deliverables with U.S. federal law enforcement agencies on prior notice to Crypsis to the extent that such notice is not prohibited by applicable law or valid order of a court of competent jurisdiction or law enforcement agency.

Nothing contained in this Agreement shall directly or indirectly be construed to assign or grant to Client any right, title or interest in or to the trademarks, copyrights, patents or trade secrets of Crypsis or any ownership rights in or to the Crypsis IP. Client shall not cause or permit the reverse engineering, reverse assembly, or reverse compilation of, or otherwise attempt to derive source code from the Crypsis IP. Client shall not create derivative works based upon all or part of the Crypsis IP.

Notwithstanding the foregoing, Client may disclose Indicators to its third party infrastructure provider(s) (each an "Infrastructure Vendor") to the extent such disclosure is necessary for the Infrastructure Vendor to provide services to Client. Prior to any such disclosure, Client shall ensure that Vendor has signed a nondisclosure agreement with confidentiality and intellectual property protection obligations no less restrictive than the obligations in this Agreement and shall make such nondisclosure agreement available to Crypsis at Crypsis' request.

4.4. **No Resale, Third Party Services.** Except as otherwise provided in this Agreement, Client, and Counsel shall not resell, redistribute or make available Crypsis IP, the Services or the Deliverables to any third party and shall not use the Crypsis IP or the Deliverables to provide services to any third party.

4.5. **Forensics.** To the extent the Services include forensics services, Client acknowledges that digital/computer equipment, drives, data and media may be damaged, infected, or corrupted prior to forensic analysis being performed, and Crypsis does not assume responsibility or liability for pre-existing damage or further damage resulting from the Services. Any data, especially data restored from unknown sources, may contain viruses or other malware; therefore, Client assumes responsibility to protect itself with respect to the receipt of data and shall advise its agents and third-party recipients to take similar precautions. Client represents and warrants that (i) it has the right to be in possession of, or is the owner of, all equipment/data/media furnished to Crypsis hereunder, (ii) such equipment/data/media is furnished for a lawful purpose, and (iii) where applicable, Client's collection, possession, processing, and transfer of such equipment/data/media is in compliance with any and all applicable laws, regulations and Client policies.

4.6. **Illegal Content.** If in the course of examination of computers, telephones, or other electronic devices, or in the examination of electronic media, software content or materials in hard copy form, Crypsis observes or otherwise encounters what may be considered illegal contraband, such as images the mere possession of which Crypsis reasonably believes to be unlawful, Crypsis reserves the right to make disclosure to law enforcement. In such an event, and to the extent Crypsis reasonably believes it is permitted by applicable law, Crypsis will notify Client of its intention to disclose the existence and/or content to the appropriate authorities.

4.7. **Penetration Testing.** Client acknowledges that penetration testing services are intended to probe and exploit system weaknesses which can cause damage to vulnerable systems. Client agrees that Crypsis shall not be liable for any resulting damage and Client is advised to fully back up systems and data and take other measures it deems appropriate given the volatile nature of penetration testing.

5. TERM AND TERMINATION

5.1. **Term.** The initial term of this Agreement is from the Effective Date and shall continue thereafter unless terminated by any of the Parties pursuant to the termination provisions of Section 5.2 below.

5.2. Termination.

5.2.1. Termination for Convenience. Any of the Parties shall have the right to terminate this Agreement and any SOWs issued hereunder upon thirty (30) days written notice for any reason.

5.2.2. Termination for Cause. Any of the Parties shall have the right to terminate this Agreement, and any SOWs issued hereunder, for cause in the event that the other Party, its officers, employees, or agents, breaches any material provision of this Agreement and fails to cure such breach within fifteen (15) days' (or other such period as agreed upon between the Parties) of receipt of written notice from the terminating Party.

5.2.3. Termination for Business Impact. Any of the Parties shall have the right to immediately terminate this Agreement, and any SOWs issued hereunder, if the other Party (i) terminates or suspends its business; (ii) becomes subject to any bankruptcy or insolvency proceeding under Federal or state statute; or (iii) becomes insolvent or becomes subject to control by a trustee, receiver or similar authority.

5.3. **Effect of Termination.** Unless otherwise specified in the notice of termination, termination of this Agreement shall not affect any SOW(s) then in effect, and this Agreement shall continue in full force and effect solely with respect to such SOW(s) until the termination or expiration of each SOW.

Upon termination of this Agreement for any reason, Crypsis shall have the right to immediate possession of the Crypsis IP without demand or notice. Within five (5) days after termination of the Agreement, Client will return to Crypsis the Crypsis IP or, upon request by Crypsis, destroy the Crypsis IP (with the exception of the Crypsis Hardware) and all copies thereof.

5.4. **Survival.** All Sections of this Agreement that by their nature should survive termination or expiration will survive, including without limitation Sections 3, 4.2, 4.3, 4.4, 5.3, 5.4 and 6 through 9. Without limiting the foregoing, termination of this Agreement shall not relieve Client of the obligation to pay for Services rendered or goods provided prior to the effective termination date.

5.5. **Stop Work.** Crypsis will stop all work on a project within twenty-four (24) hours after receiving a written stop work order from Client or Counsel. Work on a project suspended by a stop work order will not resume until Client provides Crypsis with a written request to resume work. If Client's or Counsel's stop work order adversely affects Crypsis' estimate price, performance schedule, or any other terms of this Agreement or any SOW issued hereunder, Crypsis shall inform Client in writing and the Parties agree to negotiate in good faith regarding any equitable adjustment to this Agreement or affected SOW resulting from the work stoppage or delay.

6. CONFIDENTIALITY

6.1. **Confidential Information.** "Confidential Information" is defined as information that is proprietary or confidential to a Party. Such information includes, but is not limited to, a Party's state and federal tax information, personnel social security numbers, company financial data, intellectual property, and other non-public information owned, generated, or stored by a Party. Any non-public information of any form obtained by any of the Parties or its employees while performing this Agreement, including the results of any services provided by Crypsis, shall be deemed Confidential Information. Confidential Information shall not include information that is (a) part of or becomes part of the public domain (other than by disclosure by the receiving Party in violation of this Agreement); (b) previously known to the receiving Party without an obligation of confidentiality; (c)

independently developed by the receiving Party outside this Agreement; or (d) rightfully obtained by the receiving Party from third parties without an obligation of confidentiality.

During the term of this Agreement, each Party, its employees, consultants, or agents, may be exposed to the other Party's Confidential Information. Each Party agrees to hold the Confidential Information of the other Party in confidence and not to disclose such information to any third parties or to use the information for purposes outside the scope of this Agreement. At the end of this Agreement, or earlier if requested by the disclosing Party, the receiving Party shall promptly return or destroy all Confidential Information unless such copies are retained by such Party to comply with their respective internal compliance policies only, or in accordance with applicable law or regulation in which case such Party shall hold any such Confidential Information in accordance with the terms of this Agreement.

6.2. Exceptions. Notwithstanding Section 6.1, a Party may disclose the Confidential Information of the other Party to the extent such disclosure is required to comply with applicable law or the valid order of a court of competent jurisdiction, provided that: (a) the disclosing Party notifies the Party to whom the Confidential Information belongs as soon as practicable of any such requirement; (b) the disclosing Party restricts such disclosure to the maximum extent legally permissible, provided, however, the Party seeks judicial or quasi-judicial intervention to prevent disclosure. No disclosure will take place until the Party has exhausted its judicial or quasi-judicial remedies; and (c) subject to such disclosure, such disclosed materials shall in all respects remain subject to the restrictions set forth in this Agreement. In addition, if Counsel and/or Client has hired Crypsis to perform a PCI DSS Compliance Audit, or a PCI investigation, Crypsis may provide The Payment Card Industry Security Standards Council, LLC (PCI SSC), card companies and the relevant merchant bank with all Reports of Compliance (ROC) and all related assessment and investigative report documents generated in connection with such work.

7. NON-SOLICITATION

7.1. During the term of the Agreement and for a period of twelve (12) months following the termination or expiration thereof, none of the Parties shall directly or indirectly solicit or recruit or encourage any of the other Party's employees, nor shall either Party encourage any of the other Party's employees to terminate their then-current employment. Nothing in this Section, however, is intended to restrict in any way the right of any of the Parties to solicit generally in the media for personnel or restrict employees of any of the Parties from pursuing, on their own initiative, employment opportunities with the other Party.

8. WARRANTIES, LIABILITY

8.1. Limited Warranty. Crypsis warrants that the Services will be provided in a professional manner pursuant to industry standards for the same or similar services. THE ABOVE-STATED LIMITED WARRANTY REPLACES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF CONDITION, UNINTERRUPTED USE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. CRYPSIS EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

8.2. Exclusive Remedy. In the event of a breach of the warranty set forth in Section 8.1, Crypsis' sole obligation is to re-perform that portion of the Services that did not comply with the warranty; provided, however, that Client notifies Crypsis of any such breach within thirty (30) days of delivery of the Services at issue. If after using commercially reasonable efforts Crypsis is unable to furnish Services that comply with the above warranty, Client will be entitled to a refund of the fees paid to Crypsis for that portion of the Services that did not comply with the warranty. The foregoing represents Client's sole and exclusive remedy for any breach of warranty under this Agreement.

8.3. Indemnification. Crypsis agrees to defend Client from and against any third party claim that Crypsis' provision of the Services infringes any copyright, trade secret, or U.S. patent issued as of the Effective Date. Crypsis agrees to indemnify Client from any finally awarded costs and/or damages against Client in any such infringement claim or action or settlement thereof, provided that: (i) Crypsis is promptly notified in writing of such claim; (ii) Client grants Crypsis sole control of the defense and any related settlement negotiations; and (iii) Client cooperates with Crypsis in defense of such claim.

Crypsis shall have no obligation for any alleged infringement that arises from: (a) the combination, operation, or use of the Deliverables or Crypsis IP with products, services, information, technologies, or processes not furnished or approved by Crypsis; (b) modifications to the Deliverables or Crypsis IP not made or authorized by Crypsis; (c) failure to permit Crypsis to update the Deliverables or Crypsis IP; or (d) use of the Deliverables or

the Crypsis IP except in accordance with the express terms of this Agreement or Crypsis' written instructions. Upon the occurrence of a claim for which indemnity is or may be due under this Section, or in the event that Crypsis believes that such a claim is likely, Crypsis may, at its sole option (i) appropriately modify the Services, the Deliverables, and/or the Crypsis IP so that it becomes non-infringing, or substitute functionally equivalent hardware, software, or services; (ii) obtain a license to the applicable third-party intellectual property rights; or (iii) terminate this Agreement on written notice to Client and refund to Client a portion of the fees paid by Client hereunder; prorated on a five (5)-year straight-line basis. The foregoing states the entire liability of Crypsis and Client's sole remedy for any actual or alleged infringement or misappropriation with respect to infringement of any patents, copyrights, trade secrets, or other proprietary rights by the Deliverables, Crypsis IP, or any part thereof.

Except as specifically set forth in this Section 8.3, Client agrees to hold Crypsis harmless and indemnify Crypsis against all claims, damages and costs (including reasonable attorneys' fees and disbursements) arising out of the Services or this Agreement.

8.4. Limitation of Liability. THE CUMULATIVE LIABILITY OF CRYPSIS TO CLIENT FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, SHALL NOT EXCEED FIVE TIMES (5X) THE TOTAL AMOUNT OF ALL AMOUNTS PAID TO CRYPSIS BY CLIENT UNDER THIS AGREEMENT IN THE SIX (6) MONTHS IMMEDIATELY PRIOR TO THE FIRST EVENT GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. IN NO EVENT SHALL CRYPSIS BE LIABLE FOR ANY LOST REVENUES OR PROFITS, OR OTHER INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES PERFORMED UNDER THIS AGREEMENT, EVEN IF CRYPSIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The disclaimers, exclusions and limitations of liability set forth in this Agreement form an essential basis of the bargain between the Parties and, absent any of such disclaimers, exclusions or limitations of liability, the provisions of this Agreement, including without limitation the economic terms, would be substantially different.

9. GENERAL

9.1. Governing Law. This Agreement is made under and shall be governed by and construed in accordance with the State of Washington, U.S.A., without reference to conflict of laws principles. Client agrees to abide by the intellectual property laws and all other applicable laws (including export laws) of the United States.

9.2. Local Law. if any part of the Services requires the installation and use of any Crypsis Hardware and/or Crypsis Software on any system or network located in a jurisdiction outside the U.S.A. ("local jurisdiction") or involves the collection or monitoring of data traffic on a network located in a local jurisdiction, by Crypsis in the provision of the Services, Client shall remain solely responsible for compliance, with its obligations under the law of such local jurisdiction relating to access granted to a third party to any network or data within the control of Client, including without limitation, any laws relating to network integrity or security or to data privacy (where Client shall remain the data controller and Crypsis will have obligations only as applicable to a data processor). If the law of the local jurisdiction places obligations on Client to obtain from any third party granted access to the network or such data, undertakings in connection with the integrity or security of such network or the processing of such data, Crypsis will not unreasonably withhold or delay its execution of such agreement(s) as may reasonably be required by Client in connection with such obligations in the local jurisdiction.

9.3. Assignment. Any assignment of this Agreement by Client to another party, including any transfer by operation of law or otherwise, without Crypsis' prior written consent, shall be null and void.

9.4. Severability. Any provision of this Agreement that is held to be invalid by a court of competent jurisdiction shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect.

9.5. Force Majeure. None of the Parties shall be liable for damages or have the right to terminate this Agreement for any delay or default in performing hereunder (with the sole exception of payment obligations) if such delay or default is caused by conditions beyond its reasonable control including without limitation acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), acts of terrorism, wars or insurrections.

9.6. **Waiver.** Failure or delay by any of the Parties to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition.

9.7. **Independent Parties.** Crypsis and any third party providing software, equipment or services in conjunction with this Agreement, if applicable, are independent parties; neither Crypsis nor such third party shall be liable for the performance or failure to perform of the other.

9.8. **Independent Contractor.** For purposes of this Agreement, Crypsis is an independent contractor. Nothing contained herein shall be construed to create an employment, principal-agent relationship, or joint venture between Crypsis and Client, and none of the Parties shall have the right, power or authority to obligate the other to any third party.

9.9. **Cumulative Remedies.** The remedies set forth in this Agreement are cumulative and are in addition to any other remedies allowed at law or in equity. Resort to one form of remedy shall not constitute a waiver of alternate remedies.

9.10. **Entire Agreement.** This Agreement and any SOWs attached hereto set forth the entire understanding and agreement of the Parties and supersede any and all oral or written agreements or understandings between the Parties as to the subject matter of this Agreement. This Agreement shall control over any conflicting provisions of any purchase order or other business form, and such conflicting provisions are expressly rejected. This Agreement may be amended or changed only by a writing signed by both Parties.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement under seal as of the date above first written.

The Crypsis Group

Mullen Coughlin LLC (Counsel)

By: _____

Print Name: Pedro Villanueva

Print Title: Principal Consultant

By: _____

Print Name:

Print Title:

Benton County (Client)

By: _____

Print Name:

Print Title:

Adam Morasch

From: Reid Hay
Sent: Monday, August 10, 2020 3:56 PM
To: Adam Morasch
Subject: Approval as to form

Adam,

I have reviewed the Master Services Agreement with Crypsis with an effective date of August 6, 2020, which includes our outside counsel Mullen Coughlin, LLC as a third party, and it is approved as to form. I have also reviewed the Crypsis Statement of Work #2b, also including our outside counsel as a third party, and it is approved as to form.

-- Reid

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

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



Statement of Work #2b - Manual Review

This Statement of Work ("SOW"), made and entered into as of the later date specified on the signature block below ("SOW Effective Date"), describes services to be performed by The Crypsis Group ("Crypsis") for Mullen Coughlin, LLC ("Counsel") on behalf of Benton County ("Client"), and is issued pursuant to the Master Services Agreement between Crypsis, Counsel, and Client dated August 06, 2020 ("Agreement").

Description of Services

Crypsis and any third-party providing software, equipment or services in conjunction with the Agreement (the "Crypsis Partners") will provide professional services as directed by Counsel to assist in the response of a suspected security incident. The activities to be performed may include but are not limited to:

- Task 1: Data Review & Consolidated Entity List Generation (Total Estimated Cost: \$54,279.20 for Offshore Resources OR \$67,892.40 for US-Based Resources)
 - Review search results and extract PII for purposes of generating a Consolidated Entity List.
 - Generate a Consolidated Entity List derived from the Impact Assessment.

Deliverables

The Deliverables to be produced in accordance to the Scope of Services are as follows:

- Verbal Status Updates: Crypsis will provide verbal status updates for major findings or as requested. Verbal status updates will include findings to date, activities completed, plans for the next reporting period, issues requiring attention, and budgetary updates if requested.
- Consolidated Entity List: At the request of Counsel, Crypsis will generate a Consolidated Entity List derived from the Impact Assessment, containing fields identified by Counsel.

Fees, Expenses, and Invoicing

Client agrees to pay the fee of \$375 per hour for work performed by Crypsis consultants. Crypsis will not exceed 10 hours without prior written approval from Client.

Client shall reimburse Crypsis for the following expense categories that are directly attributable to work performed under this SOW:

- Travel and living expenses if required
- Computer storage media
- Postage and courier services
- Any other expenses resulting from work performed under this SOW

Client agrees to pay the following fees associated with the human review by Crypsis Partners necessary for generating the Consolidated Entity List in Task 1:

Review - Offshore Resources		
Data Mining Review Services	Price	Unit Type
Document Review	\$1.20	Per Doc
Consolidated Entity List Generation	\$30	Per Hour
Project Management	\$200	Per Hour

Review - US-Based Resources		
Data Mining Review Services	Price	Unit Type
Document Review	\$1.40	Per Doc
Consolidated Entity List Generation	\$50	Per Hour
Project Management	\$200	Per Hour

Client agrees to pay the fee which is estimated to be \$54,279.20 for Offshore Resources OR \$67,892.40 for US-Based Resources for review of the documents identified in the impact assessment and the Consolidated Entity List generation. This estimate is based on assumptions and good faith estimates; however, the actual cost may vary. Additional details regarding the estimate is provided in Attachment A.

In accordance with the services provided, Crypsis will invoice Client monthly. Payment for these services will be in accordance with the terms of the Master Services Agreement. In instances where overtime may apply to these fees, Crypsis will obtain written approval from the Client before incurring the overtime charges. Unless otherwise instructed in writing, Crypsis will deliver invoices via e-mail to Counsel, Client Invoicing Contact, and Insurance Claims Manager specified below.

Acceptance of Quote/Agreement

By signing below, the Parties hereby agree to the terms contained herein as of the SOW Effective Date.

Agreed and Accepted for **Crypsis**

Name: Brittany Roush

Title: Director, Data Analytics

Signature

Date

Agreed and Accepted for **Counsel**

Name: John Mullen

Title: Mullen Coughlin

Signature

Date

Agreed and Accepted for **Client**

Name: Jim Beaver

Title: Chairman, Benton County Board of County
Commissioners

Phone: (509) 786-5600

Email Address: jim.beaver@co.benton.wa.us

Signature

Date

Insurance Information:

Carrier: XL Catlin

Claims Manager Name (for Invoicing):

Lynn Peachey

Claims Manager Email Address:

lynn.peachey@axaxl.com

Claim ID:

Client Invoicing Contact:

Name: Linda Ivey

Title: Manager, Budget and Finance

Email Address: linda.ivey@co.benton.wa.us

Additional Invoice Instructions:

ATTACHMENT A

REVIEW ESTIMATE DETAILS

ASSUMPTIONS		SCENARIO	NOTES	
Number of Documents		14,566		
CONSULTING				
Crypsis Consulting Hours	Crypsis Price	Unit Type	Units	Total Estimate
Crypsis Consulting Hours	\$ 375.00	Per Hour	10	\$ 3,750.00
Total Consulting Estimate				\$ 3,750.00
REVIEW - Offshore Resources				
Document Review Services	Crypsis Price	Unit Type	Units	Total Estimate
Document Review	\$ 1.20	Per Doc	14,566	\$ 17,479.20
Entity List Generation	\$ 30.00	Per Hour	535	\$ 16,050.00
Project Management	\$ 200.00	Per Hour	85	\$ 17,000.00
Total Document Review Estimate				\$ 50,529.20
REVIEW - US-Based Resources				
Document Review Services	Crypsis Price	Unit Type	Units	Total Estimate
Document Review	\$ 1.40	Per Doc	14,566	\$ 20,392.40
Entity List Generation	\$ 50.00	Per Hour	535	\$ 26,750.00
Project Management	\$ 200.00	Per Hour	85	\$ 17,000.00
Total Document Review Estimate				\$ 64,142.40
Total Project Estimate (Offshore Resources) \$ 54,279.20				
Total Project Estimate (US-Based Resources) \$ 67,892.40				
This is an estimate and not a fixed fee. The actual cost may vary. Crypsis will receive written approval before exceeding the Total Projected Estimate and/or incurring any other fees. This estimate includes four (4) months storage of the data and reviewer work product. If authorization is not received from Counsel at the end of four months to delete the data additional monthly data storage fees will be incurred.				

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 18 th , 2020
Subject:	Ormiston Orchards Inc; 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 <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
☐ 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 an irrigation pipe from Ormiston Orchards Inc.

Fiscal Impact

None

Recommendation

Benton County Public Works recommends the Commissioners approve the Franchise Order and Agreement with Ormiston Orchards Inc, subject to the 6 items listed in the report to the Commissioners.

Suggested Motion

Move to approve Franchise Order and Agreement with Ormiston Orchards Inc, subject to the 6 items listed in the report to the Commissioners.



August 18th, 2020

BOARD OF COUNTY COMMISSIONERS
Benton County Courthouse
Prosser, WA 99350

RE: Application for Franchise: Ormiston Orchards Inc

Commissioners:

Ormiston Orchards Inc has filed a petition for a nonexclusive franchise to have an irrigation pipe 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

Ormiston Orchards Inc 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 PIPE 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.

TO THE HONORABLE BOARD OF COUNTY COMMISSIONERS,
BENTON COUNTY, WASHINGTON:

(County use:)

No. _____
APPLICATION FOR FRANCHISE
PURSUANT TO RCW 36.55.040.

_____, 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 31 day of May, 2020.

Respectfully submitted by:

Gary Ormiston
Name of Authorized Agent PLEASE PRINT

[Signature]
Signature of Authorized Agent

38002 N. Rothrock Rd
Address of Applicant

Prosser WA 99350
City State Zip

ormistonorchardsinc@msn.com
E-mail address

(509) 832-1404
Phone Number of Applicant

NA
FAX Number of Applicant

2nd Name of Authorized Agent PLEASE PRINT (if required)

2nd Signature of Authorized Agent (if required)

EXHIBIT "A"

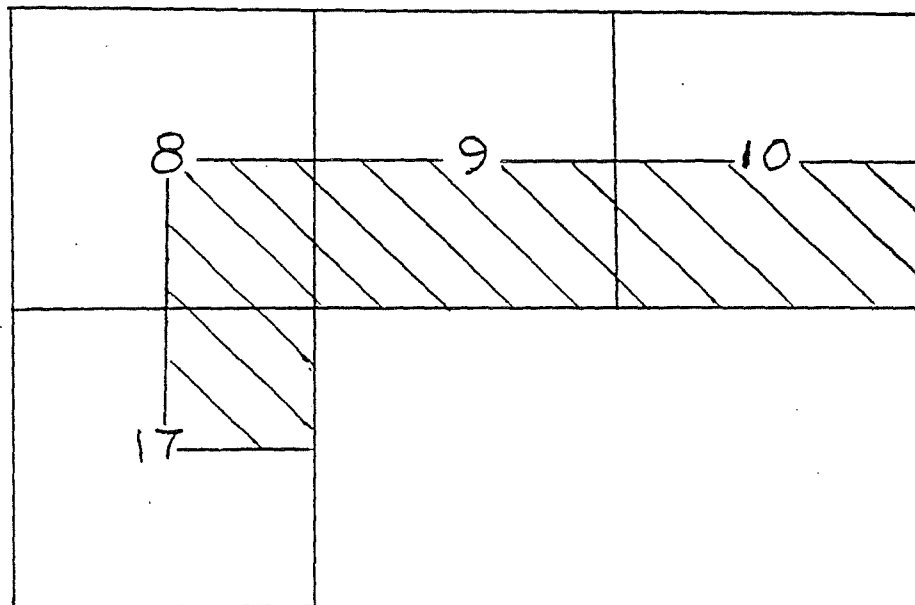
Sections 8, 9, 10 and 17, Township 9 North, Range 25 East, W.M. as shown on diagram.

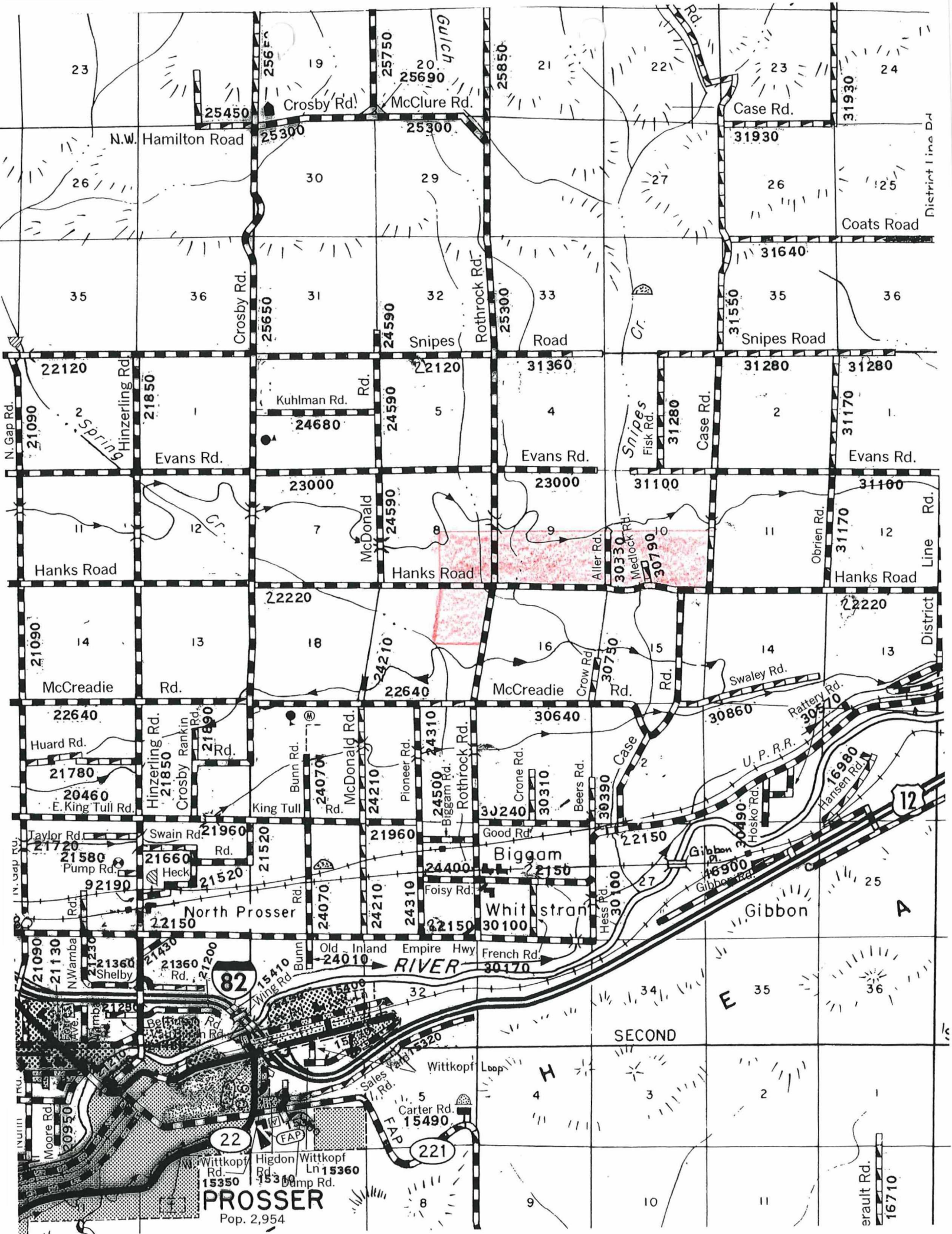
Section 8: Southeast quarter

Section 9: South half

Section 10: South half

Section 17: Northeast quarter.





PROSSER
Pop. 2,954

16,710
Scale bar

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 18 th , 2020
Subject:	Sunheaven Farms; 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 <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
☐ 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 lines from Sunheaven Farms.

Fiscal Impact

None

Recommendation

Benton County Public Works recommends the Commissioners approve the Franchise Order and Agreement with Sunheaven Farms, subject to the 6 items listed in the report to the Commissioners.

Suggested Motion

Move to approve Franchise Order and Agreement with Sunheaven Farms, subject to the 6 items listed in the report to the Commissioners.



August 18th, 2020

BOARD OF COUNTY COMMISSIONERS
Benton County Courthouse
Prosser, WA 99350

RE: Application for Franchise: Sunheaven Farms

Commissioners:

Sunheaven Farms has filed a petition for a nonexclusive franchise to have water 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,

A handwritten signature in blue ink, appearing to read "D. D'Hondt", is written over the printed name.

Douglas D'Hondt, P.E.
County Engineer

BEFORE THE BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPLICATION OF

Sunheaven Farms LLC

(Please print name of company exactly as it will appear in franchise)

FOR A

NONEXCLUSIVE FRANCHISE TO LOCATE, CONSTRUCT, MAINTAIN,
OPERATE USE REPAIR, AND IF NECESSARY REPLACE A
Water 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:

Sunheaven Farms LLC

, 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 8 day of July, 2020.

Respectfully submitted by:

Howard O. Jensen

Name of Authorized Agent PLEASE PRINT

509-832-1145-cell

509-986-1013-office

Phone Number of Applicant

509-786-1020

FAX Number of Applicant

Howard O. Jensen
Signature of Authorized Agent

118305 S. SR 221

Address of Applicant

2nd Name of Authorized Agent PLEASE PRINT (if required)

Prosser Wa. 99350

City

State

Zip

2nd Signature of Authorized Agent (if required)

howard@sunheavenfarms.com

E-mail address

EXHIBIT A

All unincorporated areas of Benton County