Jerome Delvin
District 1
Shon Small
District 2
Will McKay
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, January 26, 2021

9:00 AM **Call to Order**

Pledge of Allegiance

Approval of Minutes
- **January 12, 2021**
- **January 14, 2021 Special Board Meeting**

Review Agenda
Consent Agenda

Assessor
a. Line Item Transfer, Fund No. 0000-101, Dept. 101

Auditor's Office
b. Coding Correction
c. Line Item Transfer, Fund No. 0000-101, Dept. 102
d. Line Item Transfer, Fund No. 0000-101, Dept. 102
e. Line Item Transfer, Fund No. 0106-101, Dept. 000
f. Line Item Transfer, Fund No. 0111-101, Dept. 000
g. Surplus and Disposition of Personal Property

h. Appointments to the Benton County Accessible Community Advisory Committee

Commissioners

i. Benton County Tax Levy
j. Disbursement From the Historical Preservation Fund for the Benton County Museum & Historical Society
k. Disbursement From the Historical Preservation Fund for the East Benton County Historical Society
l. Disbursement From the Historical Preservation Fund for the Hanford Reach Interpretive Center Foundation
m. Disbursement From the Historical Preservation Fund for the White Bluffs Quilt Museum
n. Disbursement From the Historical Preservation Fund for the Desert Fiber Arts
o. Disbursement From the Historical Preservation Fund for the Benton City Revitalization Organization
p. Line Item Transfer, Fund No. 0000-101, Dept. 107
q. Reappointment of Kevin Christensen to the Benton County Mosquito Control Board

Facilities

r. Line Item Transfer, Fund No. 0000-101, Dept. 110

Fairgrounds

s. Contract w/Tree Service LLC for Tree Removal Project

Human Resources

t. Agreement w/Teamsters Local 839, Representing Sheriff's Office/Correction Department Clerical Employees
u. Agreement w/Public Safety Testing for Entry Level Testing
v. Establishing a Salary Placement for the Fire Marshall Position
w. Line Item Transfer, Fund No. 0000-101, Dept. 110
x. Line Item Transfer, Fund No. 0000-101, Dept. 119
y. Line Item Transfer, Fund No. 0000101, Dept. 120
z. Line Item Transfer, Fund No. 0000-101, Dept. 120
aa. Line Item Transfer, Fund No. 0305-101, Dept. 000
bb. Line Item Transfer, Fund No. 0502-101, Dept. 000
cc. Line Item Transfer, Fund No. 0501-101, Dept. 650
dd. Line Item Transfer, Fund No. 0116-101, Dept. 000

Human Services

ee. Agreement w/Columbia Basin Veterans Coalition to Reduce Homelessness
ff. Agreement w/Domestic Violence Services to Reduce Homelessness
gg. Agreement w/Safe Harbor Crisis Nursery to Reduce Homelessness
hh. Agreement w/Bradley Bricker for Construction Costs Funding
ii. Agreement w/Goodwill Industries of the Columbia to Reduce Homelessness
jj. First Amended Agreement w/Housing Authority of City of Kennewick
kk. Agreement w/Oxford House to Reduce Homelessness
ll. Agreement w/WA State Dept of Commerce for Homelessness Housing
mm Line Item Transfer, Fund No. 0154-101, Dept. 000
nn. Line Item Transfer, Fund No. 0154-101, Dept. 000

Information Technology

oo. Purchase of 7 Laptops, 7 Docking Stations & 14 Monitors for Elections' Department; Rescinding Resolutions 2020-342 & 2020-429
pp. Collaboration Upgrade and Mitigation Statement of Work From CompuNet, Inc.

qq. Purchase of 6 PowerEdge Servers From Dell, Inc.
rr. Purchase of One Computer and Two Monitors From Dell for Superior Court Clerk's Dept.

Juvenile

ss. Line Item Transfer, Fund No. 0115-101, Dept. 171

Office of Public Defense

tt. Public Defense Services w/Eric Scott for Juvenile Court Dependency Cases
uu. District Court Public Defense Services Agreement w/Jared Hanson
vv. Acknowledging Superior Court Public Defense Contract Termination Notice for Megan Whitmire
ww Termination of Superior Court Public Defense Contract w/Bart Tomerlin
xx. Amended Contract w/Dennis Hanson Increasing Caseload Capacity
yy. Amended Contract w/Catherine Harkins Increasing Caseload Capacity

Planning

zz. Quit Claim Deed w/Dept of Ecology for Rural Water Supply Program
aaa Final Plat of County Acres; SUB 2020-009
bbb Line Item Transfer, Fund No. 0000-101, Dept. 116

Public Safety

ccc Line Item Transfer, Fund No. 0148-101, Dept. 121
ddd Line Item Transfer, Fund No. 0148-101, Dept. 106
eee Line Item Transfer, Fund No. 0148-101, Dept. 123

Public Works

fff Line Item Transfer, Fund No. 0101-101, Dept. 500
ggg Digital Submittal Certification of the 2021 Road Levy Certification & Estimated Revenue Produced
hhh Adoption of Equipment Rental and Revolving Fund Vehicle Rates/Assessments
iii Assigning Contract to Performance Validation, Inc. for Commissioning Services for New Administration Building

Risk Management

jjj Appointing PayneWest Insurance As the Broker/Agent of Record for Insurance Policies and/or Bonds

Sheriff

kkk Contract Modification w/U.S. Department of Energy for Law Enforcement Services
lll. User License Agreement for Online Weapons Permit Application w/Permitium LLC
mmm Agreement w/Pronto Process Services, Inc. for Process Service & Delivery
nnn. Agreement w/Energy Northwest for Specialized Law Enforcement Services
ooo. Contract w/Kenneth Cole Counseling for Psychological Services
ppp. Line Item Transfer, Fund No. 0000-101, Dept. 125
qqq Line Item Transfer, Fund No. 0000-101, Dept. 121

Treasurer

rrr. Cancelling Tax Assessments on Personal Property Determined to be Uncollectible

WSU Extension

sss. Line Item Transfer, Fund No. 0000-101, Dept. 108

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

Public Hearing

Short Plat Vacation; SPV 2020-004 ~ M Cooke

Scheduled Business

Elections' Support Appreciation Letter ~ B Chilton

Other Business

Executive Session

Unfair Labor Practice Discussion ~ L Wingfield

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Tuesday, January 12, 2021, 9:00 a.m.
Meeting provided by Video Live-Broadcast and Telephonically

Present: Chairman Jerome Delvin
Commissioner Shon Small (via/WebEx)
Commissioner Will McKay (via/WebEx)
County Administrator Jerrod MacPherson
Clerk of the Board Cami McKenzie

Benton County Employees Present During All or a Portion of the Meeting: Robert Heard, IT Manager; Shyanne Palmus, Communications Coordinator; Greg Wendt and Michelle Cooke, Planning Department; County Engineer Douglas D'Hondt (via/WebEx); Treasurer Ken Spencer.

The Board welcomed new Commissioner Will McKay.

Approval of Minutes

The Minutes of December 22, 2020 and December 29, 2020 were approved.

Review Agenda

Jerrod MacPherson requested the following changes to the agenda:

- Provide notice to employees of unfair labor practice – to be read into the record

Consent Agenda

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

Animal Control

a. Rescinding Resolution No. 2020-810, Agreement w/Vista Veterinary Hospital, Correcting the Termination Date

Capital Projects

b. Line Item Transfer, Fund No. 0305-101, Dept. No. 000

Commissioners

c. Contract w/CI Support for Local Document Destruction Services
d. Line Item Transfer, Fund No. 0000-101, Dept. 115 to 138
e. Line Item Transfer, Fund No. 0000-101, Dept. 115 to 123

Coroner

f. Agreement w/Snohomish County Medical Examiner's Office for Forensic Pathology Services

Corrections

g. Line Item Transfer, Fund No. 0000-101, Dept. 120
h. Line Item Transfer, Fund No. 0000-101, Dept. 120
i. Revising the Benton County Inmate Benevolence Fund; Rescinding Resolution 2019-770
j. Agreement w/Ideal Option for Medicated Assisted Treatment for Opioid Treatment Networks

Facilities

k. Payment to Banlin Construction for Unpaid Sales Tax for Emergency Locker Room Access
l. Line Item Transfer, Fund No. 00001-101, Dept. 110

Fairgrounds

m. Line Item Transfer, Fund No. 0124-101, Dept. 000

Human Resources

n. Line Item Transfer, Fund No. 0000-101, Dept. 105
o. Line Item Transfer, Fund No. 0000-101, Dept. 124
p. Line Item Transfer, Fund No. 0000-101, Dept. 127
q. Line Item Transfer, Fund No. 0109-101, Dept. 000
r. Line Item Transfer, Fund No. 0124-101, Dept. 000
s. Contract w/ProClaim, Inc for Unemployment Third Party Administrator Services
t. Contract w/Penser North America for Worker's Compensation Claims Management Services
u. Amendment II, Agreement w/Teamsters Local 839, Representing Bailiff Employees
v. Re-Adoption of the Voluntary Early Retirement Plan

Human Services

w. Line Item Transfer, Fund No. 0108-101, Depts. 551, 560 & 568

Information Technology

x. Purchase of One Fujitsu Scanner for OPD From Amazon.Com
y. Purchase of One Docking Station w/90W Power Supply for Sheriff Patrol From Dell
z. Purchase of One-Year AutoCAD Software Subscription Renewal from SHI International
aa. Purchase of Three Laptops, Three Docking Stations & Two Monitors for OPD From Dell
bb. One-Year Eden Software Maintenance & Support Plan Renewal From Tyler Technologies

Juvenile

cc. Line Item Transfer, Fund No. 0115-101, Dept. 171
dd. Line Item Transfer, Fund No. 0115-101, Dept. 171

Office of Public Defense

ee. Agreement w/WA State Office of Public Defense for Grant Funding

Parks

ff. Line Item Transfer, Fund No. 0000-101, Dept. 126

Pest Board

gg. Line Item Transfer, Fund No. 0150-101, Dept. 000

Planning

hh. Line Item Transfer, Fund No. 0000-101, Dept. 116

Prosecuting Attorney

ii. Line Item Transfer, Fund No. 0000-101, Dept. 117

Public Safety

jj. Line Item Transfer, Fund No. 0148-101, Dept. 123 to 138

Public Works

kk. Adoption of ER&R Department Shop Rate

ll. Contract w/Continental Door Company for On-Call Garage Door Maintenance & Repair

mm. Line Item Transfer, Fund No. 0155-101, Dept. 000

nn. Franchise to Washington State University to Place An Irrigation System & Facilities in County Road Rights of Way

oo. Agreement w/City of Richland to Seal Coat Roads

pp. Authorization for Bid Process for 2021 Bituminous Surface Treatment Area 5 & Edge Repair

Public Comment

George Penn, Benton County, spoke in favor of the proposed proclamation and said it was a great idea and local businesses locally were suffering.

Marilyn Dickenson, Kennewick, spoke in favor of the resolution proposed by Commissioner McKay.

Dorothy Luzzo spoke in opposition to the proclamation and expressed concern about who would be responsible for paying fines if businesses opened.

Shelly Berg, Richland, said she fully supported the proclamation.

Saber Sterling, Richland, spoke in favor of the proclamation, and that she was in favor of focusing on individual responsibility to allow people and businesses to open.

Dan Mildon, Kennewick, said he fully supported the proclamation, and that the large businesses were not suffering as much as the small businesses, and he wanted to ensure people could make a fair wage with their business.

Marilyn Dickenson (called in again), said it was unacceptable the State was choosing big box stores over small businesses.

Joanne Hudson, Kennewick, said she supported the proclamation, and that it was ridiculous they could go into large stores where they could not socially distance. Additionally, the small businesses should be able to open as they did before because they were very responsible about following the rules.

Public Hearing – Right of Way Vacation – County Right of Way Abutting SR 397

County Engineer Douglas D'Hondt (via/WebEx) presented the right of way vacation for a portion of right of way abutting SR 397, that he determined was useless as part of the County road system and recommended it be vacated.

As there was no one present telephonically to testify, public testimony was closed.

MOTION: Commissioner Small moved to proceed with the right of way vacation as presented. Commissioner McKay seconded and upon vote, the motion carried.

Public Hearing – Altered Plat of Steeplechase, Phase 2 – SA 2020-002

Greg Wendt and Michelle Cooke presented the Altered Plat of Steeplechase, Phase 2. This was previously approved on December 15, 2020, however, shortly after recording, the surveyor found some of the data was inadvertently omitted on the plat map.

They recommended approval of the altered plat, as presented.

As there was no one present telephonically to testify, public testimony was closed.

MOTION: Commissioner Small moved to approve the Altered Plat of Steeplechase Phase 2 – SA 2020-002 and authorized the Chairman so indicate by signing the plat. Commissioner McKay seconded and upon vote, the motion carried.

2021 Historic Preservation Grant Applications

Shyanne Palmus presented the recommendations for the Historic Grant Applications as follows:

- Six applications were received in the total amount of $48,026.40 – the review committee reviewed these remotely and recommended fully funding as follows:
    - Benton City Revitalization Organization - $6,000.00
    - Benton County Museum & Historical Society - $10,000.00
    - Desert Fiber Arts - $3,936.00
    - East Benton County Historical Society & Museum - $7,680.00
    - REACH Museum - $3,770.00
    - White Bluffs Quilt Museum - $16,640.00

The Board approved Ms. Palmus to bring back the grant agreements for formal approval at the next Board meeting.

2021 Benton County Legislative Agenda

Ms. Palmus presented the following 2021 Benton County Legislative Agenda and requested the Board approve the Resolution as presented:

- COVID-19 Relief & Recovery
- Two Rivers Behavioral Health Recovery Center – Chairman Delvin commented that this project had now changed and so it might need to be revised.
- Protect State-Shared Revenues and Funding for Critical Programs
- Defend Against Unfunded Mandates
- Support of Partner Priorities

The Board discussed the "Two Rivers Behavioral Health Recovery Center" project. Chairman Delvin said their parent organization had not responded to concerns and they were looking at a different route than using the Trios location. However, state legislators were interested in helping on a regional basis (Benton-Franklin and surrounding areas) to get funding and the Recovery Coalition was moving ahead.

MOTION: Commissioner Small moved to approve the Resolution Adopting the Benton County 2021 Legislative Agenda as presented. Commissioner McKay seconded and upon vote, the motion carried.

Financial Software Upgrade

Debbie Calhoun, Chief Financial Officer, gave a Powerpoint presentation and discussed the proposed financial software upgrade as follows:

- Current Eden software – purchased in 2000 – dated and existing system does not meet the County's needs
- Upgrade – if approved to migrate to Munis (current Eden program and new program is through the same vendor – Tyler)
- Worked with Auditor, Office of Finance, Commissioners' staff, and staff from other depts.
- Evaluated several major software programs and researched other counties; also considered the financial stability of the companies
- Set up a live demonstration of Munis with 20 departments in attendance
- Treasurer is not yet on board with Munis
- Cost comparisons and timeline for new programs - $800,000 v. $4 million – 24 months v. 5 years
- Tyler is willing to offer incentives since Benton County is a current customer
- Additional time would be needed to add other modules
- Executive team recommends this upgrade based on the following:
    - Cost of upgrade, project time, staff time, positive feedback, total cost is estimated at $800,000, and ER&R would be able to use a module and eliminate double entry into programs
- Requesting approval to move forward

Treasurer Ken Spencer requested the Board allow his office more time to make sure this program was workable for the Treasurer's office. Ms. Calhoun indicated they had a meeting scheduled on Wednesday with a demonstration for the Treasurer's office. Additionally, she had forwarded the Treasurer's questions to Tyler.

Chairman Delvin stated the money was previously budgeted and set aside for this project. The Board requested Ms. Calhoun bring back an update after the meeting with the Treasurer's office.

Discussion – Governor's Current Proclamation

Commissioner McKay said he had been working with local business owners and employees to find a way to work with the Governor on the new proclamation and implementation into regions.

He said the local elected officials have no voice and this proclamation was requesting the Governor to let Benton County have local control and let it be the customer's choice whether they wanted to go into a business or open up their business. He said they recognized that businesses have spent thousands of dollars to abide by covid requirements and understand they have done everything they could, and we want them to be open. This proclamation was not about getting fines and having the County pay for it, but it was about asking the Governor to let us control our own county. Additionally, there were bills being proposed in the legislature that might be helpful, but at the end of the day, it was about allowing local elected officials to have local control.

Commissioner Small said it was a great Resolution, but he did not want people to misinterpret the meaning of the proclamation. If approved, they would only be asking the Governor to allow them to have local control but would not be allowing Benton County to open.

Commissioner McKay said that was the intent, and they were speaking for the constituents and asking the Governor to allow Benton County to open. He also said that Yakima County approved this proclamation today and if more counties did the same thing, this might get the message out.

Chairman Delvin said he agreed that something needed to be done, and he wanted to make it clear they were not opening the County but requesting to let the local elected officials, along with local health officers make the decisions.

Mr. MacPherson said he would work on editing the proclamation and review schedules for a special board meeting for adoption of the Resolution.

Board Assignments - 2021

Chairman Delvin indicated there was one change to the Resolution that was presented by changing the alternate for the Hanford Advisory Board to Pam Larsen.

MOTION: Commissioner Small moved to approve the Resolution for the Organization of the Benton County Commissioners for the Year 2021, as amended. Commissioner McKay seconded and upon vote, the motion carried.

Other Business

PERC Decision

Jerrod MacPherson read the following notice into the record:

"NOTICE TO EMPLOYEES OF UNFAIR LABOR PRACTICE

CASE: 128595-U-16 & 128900-U-17 – DECISION: 12790-A
STATE LAW GIVES YOU THE RIGHT TO:

- Self-organize, join, or assist labor or employee organizations.
- Bargain collectively through a representative of your choice.
- Refuse to pay dues to a union unless you have affirmatively agreed to make such payments.

THE WASHINGTON STATE PUBLIC EMPLOYMENT RELATIONS COMMISSION (PERC) CONDUCTED A LEGAL PROCEEDING, ISSUED A RULING THAT BENTON COUNTY COMMITTED AN UNFAIR LABOR PRACTICE, AND ORDERED THAT THIS NOTICE BE POSTED TO EMPLOYEES:

WE UNLAWFULLY REFUSED TO BARGAIN WITH TEAMSTERS LOCAL 839 (UNION) BY REFUSING THE UNION'S REQUEST TO BARGAIN OVER HOW EMPLOYEES WOULD REPAY THE WAGE OVERPAYMENTS AND BY CIRCUMVENTING THE UNION IN REGARD TO REPAYMENT OPTIONS.

WE UNLAWFULLY REFUSED TO BARGAIN WITH TEAMSTERS LOCAL 839 (UNION) BY UNILATERALLY APPLYING WAGE DEDUCTION AND ACCRUED LEAVE CASH OUTS TO COLLECT EMPLOYEE REPAYMENT WITHOUT FIRST PROVIDING THE UNION NOTICE AND AN OPPORTUNITY FOR BARGAINING.

TO REMEDY OUR UNFAIR LABOR PRACTICE(S):

WE WILL UPON TEAMSTERS LOCAL 839'S REQUEST, RESTORE THE STATUS QUO ANTE BY RETURNING TO BARGAINING UNIT EMPLOYEES ALL WAGES AND ACCRUED LEAVE COLLECTED BY THE EMPLOYER THROUGH THE UNILATERAL ACTIONS FOUND UNLAWFUL IN THE ORDER, PLUS INTEREST.

WE WILL GIVE NOTICE TO AND, UPON REQUEST, NEGOTIATE IN GOOD FAITH WITH TEAMSTERS LOCAL 839 REGARDING REPAYMENT OF THE 2016 WAGE OVERPAYMENTS CAUSED BY KTU ACCOUNTING SOFTWARE ERROR.

WE WILL NOT FAIL OR REFUSE TO BARGAIN IN GOOD FAITH WITH TEAMSTERS LOCAL 839 OVER HOW EMPLOYEES WILL REPAY THE EMPLOYER FOR WAGE OVERPAYMENTS CAUSED BY THE KTU ACCOUNTING SOFTWARE ERROR, WHICH OCCURRED BETWEEN THE JUNE 2016 AND SEPTEMBER 2016 PAY PERIODS.

WE WILL NOT CIRCUMVENT TEAMSTERS LOCAL 839 BY DEALING DIRECTLY WITH BARGAINING UNIT EMPLOYEES REGARDING REPAYMENT OPTIONS FOR THE 2016 WAGE OVERPAYMENTS CAUSED BY THE KTU ACCOUNTING SOFTWARE ERROR.

WE WILL NOT UNILATERALLY APPLY REPAYMENT METHODS FOR THE 2016 WAGE OVERPAYMENTS CAUSED BY THE KTU ACCOUNTING SOFTWARE ERROR, WITHOUT BARGAINING WITH TEAMSTERS LOCAL 839 TO AGREEMENT OR TO IMPASSE AND RECEIVING AN AWARD THROUGH INTEREST ARBITRATION.

WE WILL NOT IN ANY OTHER MANNER, INTERFERE WITH, RESTRAIN, OR COERCE OUR EMPLOYEES IN THE EXERCISE OF THEIR COLLECTIVE BARGAINING RIGHTS UNDER THE LAWS OF THE STATE OF WASHINGTON.

The decision relating to this violation can be found on the PERC website at https://decisions.perc.wa.gov.

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS AND MAY NOT BE ALTERED, DEFACED, OR COVERED."

Pledge of Allegiance

Commissioner McKay asked if the Board was willing to cite the Pledge of Allegiance at the start of Board meetings, or if there was a reason why they did not. Chairman Delvin said he did not have an objection and they used to do it in the State Legislature but did not know why the Commissioners did not cite the Pledge of Allegiance. Commissioner Small said he inquired about that when he started as well, but he did not have an objection.

The Board agreed to add it to the next agenda.

Meeting Cancellation

Mr. MacPherson reminded the Board the meeting of January 19, 2021 would be cancelled due to the Monday holiday.

Executive Session – County's Position/Strategy for a Union Grievance

Jerrod MacPherson announced at 10:19 a.m. the Board would go into executive session for up to 15 minutes to discuss a union grievance, following a five-minute break. The Board briefly recessed to reconvene in the Executive Conference Room at 10:24 a.m.

Present were Chairman Delvin, Commissioner McKay, and Commissioner Small (via/teleconference), Jerrod MacPherson, Stephen Hallstrom, Matt Rasmussen (via/teleconference), Lexi Wingfield, and Cami McKenzie. The Board came out of executive session and briefly recessed to reconvene back in the Commissioners' Conference Room.

The Board came out at 10:38 a.m. and Mr. Hallstrom announced the Board discussed a strategy for proceeding in a union grievance, but no decisions were made in executive session.

Accounts Payable

Check Date: 12/31/2020

EFT's #: 1567-1592
Transfers #: 12312001-12312005
Total all funds: $382,923.97

Warrants #: 213291-213493
Total all funds: $1,300,790.27

Check Date: 01/05/2021

Warrants #: 213494
Total all funds: $904.64

Payroll

Check Date: 01/05/2021

Payroll Checks
Total all funds: $2,492,717.89
Warrant # 242948-242986
Direct Deposit #: 158687-159286

Payroll Deductions/Transfers
Total all funds: $2,395,022.06
Taxes #: 101210101-101210113
ACH #: 1593-1599

Payroll Deduction Warrants
Total all funds: $134,040.34
Warrants #: 213495-213502

Resolutions

2021-001: Rescinding Resolution No. 2020-810, Agreement w/Vista Veterinary Hospital, Correcting the Termination Date
2021-002: Line Item Transfer, Fund No. 0305-101, Dept. No. 000
2021-003: Contract w/CI Support for Local Document Destruction Services
2021-004: Line Item Transfer, Fund No. 0000-101, Dept. 115 to 138
2021-005: Line Item Transfer, Fund No. 0000-101, Dept. 115 to 123
2021-006: Agreement w/Snohomish County Medical Examiner's Office for Forensic Pathology Services
2021-007: Line Item Transfer, Fund No. 0000-101, Dept. 120
2021-008: Line Item Transfer, Fund No. 0000-101, Dept. 120
2021-009: Revising the Benton County Inmate Benevolence Fund; Rescinding Resolution 2019-770
2021-010: Agreement w/Ideal Option for Medicated Assisted Treatment for Opioid Treatment Networks
2021-011: Payment to Banlin Construction for Unpaid Sales Tax for Emergency Locker Room Access
2021-012: Line Item Transfer, Fund No. 00001-101, Dept. 110
2021-013: Line Item Transfer, Fund No. 0124-101, Dept. 000
2021-014: Line Item Transfer, Fund No. 0000-101, Dept. 105
2021-015: Line Item Transfer, Fund No. 0000-101, Dept. 124
2021-016: Line Item Transfer, Fund No. 0000-101, Dept. 127

2021-017: Line Item Transfer, Fund No. 0109-101, Dept. 000
2021-018: Line Item Transfer, Fund No. 0124-101, Dept. 000
2021-019: Contract w/ProClaim, Inc for Unemployment Third Party Administrator Services
2021-020: Contract w/Penser North America for Worker's Compensation Claims Management Services
2021-021: Amendment II, Agreement w/Teamsters Local 839, Representing Bailiff Employees
2021-022: Re-Adoption of the Voluntary Early Retirement Plan
2021-023: Line Item Transfer, Fund No. 0108-101, Depts. 551, 560 & 568
2021-024: Purchase of One Fujitsu Scanner for OPD From Amazon.Com
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2021-026: Purchase One-Year AutoCAD Software Subscription Renewal - SHI International
2021-027: Purchase of 3 Laptops, 3 Docking Stations & 2 Monitors for OPD From Dell
2021-028: 1-Yr Eden Software Maintenance/Support Plan Renewal From Tyler Technologies
2021-029: Line Item Transfer, Fund No. 0115-101, Dept. 171
2021-030: Line Item Transfer, Fund No. 0115-101, Dept. 171
2021-031: Agreement w/WA State Office of Public Defense for Grant Funding
2021-032: Line Item Transfer, Fund No. 0000-101, Dept. 126
2021-033: Line Item Transfer, Fund No. 0150-101, Dept. 000
2021-034: Line Item Transfer, Fund No. 0000-101, Dept. 116
2021-035: Line Item Transfer, Fund No. 0000-101, Dept. 117
2021-036: Line Item Transfer, Fund No. 0148-101, Dept. 123 to 138
2021-037: Adoption of ER&R Department Shop Rate
2021-038: Contract w/Continental Door Co. for On-Call Garage Door Maintenance & Repair
2021-039: Line Item Transfer, Fund No. 0155-101, Dept. 000
2021-040: Franchise to Washington State University to Place An Irrigation System & Facilities in County Road Rights of Way
2021-041: Agreement w/City of Richland to Seal Coat Roads
2021-042: Authorization for Bid Process for 2021 Bituminous Surface Treatment Area 5 & Edge Repair
2021-043: Approval of the Altered Plat of Steeplechase Phase 2 -SA 2020-002 By Tri City Development Corporation
2021-044: Adopting the Benton County 2021 Legislative Agenda
2021-045: Organization of Benton County Commissioners for the Year 2021

There being no further business before the Board, the meeting adjourned at approximately 10:38 a.m.

_____ _____

Clerk of the Board Chairman

NOTICE TO EMPLOYEES
OF UNFAIR LABOR PRACTICE

CASE: 128595-U-16 & 128900-U-17 **DECISION: 12790-A**

STATE LAW GIVES YOU THE RIGHT TO

- self-organize, join, or assist labor or employee organizations.
- bargain collectively through a representative of your choice.
- refuse to pay dues to a union unless you have affirmatively agreed to make such payments.

THE WASHINGTON STATE PUBLIC EMPLOYMENT RELATIONS COMMISSION (PERC) CONDUCTED A LEGAL PROCEEDING, ISSUED A RULING THAT BENTON COUNTY COMMITTED AN UNFAIR LABOR PRACTICE, AND ORDERED THAT THIS NOTICE BE POSTED TO EMPLOYEES:

WE UNLAWFULLY REFUSED TO BARGAIN WITH TEAMSTERS LOCAL 839 (UNION) BY REFUSING THE UNION'S REQUEST TO BARGAIN OVER HOW EMPLOYEES WOULD REPAY THE WAGE OVERPAYMENTS AND BY CIRCUMVENTING THE UNION IN REGARD TO REPAYMENT OPTIONS.

WE UNLAWFULLY REFUSE TO BARGAIN WITH TEAMSTERS LOCAL 839 (UNION) BY UNILATERALLY APPLYING WAGE DEDUCTION AND ACCRUED LEAVE CASH OUTS TO COLLECT EMPLOYEE REPAYMENT WITHOUT FIRST PROVIDING THE UNION NOTICE AND AN OPPORTUNITY FOR BARGAINING.

TO REMEDY OUR UNFAIR LABOR PRACTICE(S):

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WE WILL GIVE NOTICE TO AND, UPON REQUEST, NEGOTIATE IN GOOD FAITH WITH TEAMSTERS LOCAL 839 REGARDING REPAYMENT OF THE 2016 WAGE OVERPAYMENTS CAUSED BY THE KTU ACCOUNTING SOFTWARE ERROR.

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WE WILL NOT UNILATERALLY APPLY REPAYMENT METHODS FOR THE 2016 WAGE OVERPAYMENTS CAUSED BY THE KTU ACCOUNTING SOFTWARE ERROR, WITHOUT BARGAINING WITH TEAMSTERS LOCAL 839 TO AGREEMENT OR TO IMPASSE AND RECEIVING AN AWARD THROUGH INTEREST ARBITRATION.

WE WILL NOT IN ANY OTHER MANNER, INTERFERE WITH, RESTRAIN, OR COERCE OUR EMPLOYEES IN THE EXERCISE OF THEIR COLLECTIVE BARGAINING RIGHTS UNDER THE LAWS OF THE STATE OF WASHINGTON.

BENTON COUNTY

BY: _____ DATE: 01-12-2021

Name and Title of Authorized Representative

The decision relating to this violation can be found on the PERC website at https://decisions.perc.wa.gov.

THIS NOTICE MUST BE POSTED FOR 60 CONSECUTIVE DAYS AND MAY NOT BE ALTERED, DEFACED, OR COVERED.

PERC
PUBLIC EMPLOYMENT RELATIONS COMMISSION

Questions? Visit perc.wa.gov or contact a PERC unfair labor practice administrator:

Dario de la Rosa
dario.delarosa@perc.wa.gov
360.570.7328

Emily Whitney
emily.whitney@perc.wa.gov
360.664.3047

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Draft

Special Board Meeting
Thursday, January 14, 2021, 3:00 p.m.
Meeting provided by Video Live-Broadcast and Telephonically

Present: Chairman Jerome Delvin
Commissioner Shon Small (via/WebEx)
Commissioner Will McKay (via/WebEx)
County Administrator Jerrod MacPherson
Clerk of the Board Cami McKenzie

Benton County Employees Present During All or a Portion of the Meeting: Robert Heard, IT Manager.

Resolution in Response to the COVID-19 Pandemic - Request for Statutory Language Setting Limits on State of Emergency Duration Without Legislative Approval

Chairman Delvin said they were not allowing public comment, due to the specificity of the agenda for the special meeting. Also, he said the Resolution made it clear the Board of County Commissioners were not allowing businesses to open.

Commissioner McKay said he appreciated the work done on this Resolution and reiterated the Board was not saying Benton County could open, but was asking the Governor to let the local government have a say; that this was the people's voice, and not a Republican or Democratic issue.

Commissioner McKay read into the record a portion of the Resolution emphasizing the arbitrary and capricious impact of the Governor's Proclamation 20-25.12 to Benton County residents and businesses without recognition of local elected officials and their duties to represent the interest of their constituents. Additionally, that the Board recognized its limited authority under the Washington State Constitution and that it could not usurp or supersede the authorities of the State Legislature and/or the Governor to reopen local businesses.

Commissioner McKay said he hoped the Board would approve the Resolution so they could request to work with local businesses and health authorities and open Benton County safely and not have businesses closed and choices taken away.

Commissioner Small said the Resolution was well written and he appreciated the team condensing the language with more solid bullet points. He re-stated this was not an authorization to open-up anything.

MOTION: Commissioner McKay moved to approve the Resolution in Response to the COVID-19 Pandemic and Requesting Statutory Language Setting Limits on State of Emergency Duration Without Legislative Approval. Commissioner Small seconded and upon vote, the motion carried.

Resolutions

2021-046: Response to the COVID-19 Pandemic and Requesting Statutory Language Setting Limits on State of Emergency Duration Without Legislative Approval

There being no further business before the Board, the meeting adjourned at approximately 3:06 p.m.

_____ _____

Clerk of the Board Chairman

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0000101, DEPARTMENT NUMBER 101.

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

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

Christopher Roberts

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Assessor

Dept Nbr: 101

Fund Name: Current Expense

Fund Nbr: 0000101

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
514.240	4201	Postage	$15,000	514.240	9503	ER&R Rental Assessments	$15,000
TOTAL			$15,000	TOTAL			$15,000

Explanation:

Corrected line items transfers to appropriate funding within the Assessor's Office - Postage line item to ER&R line item for 2019-2020 Budget.

Prepared by: Christopher Roberts

Date: 12-Jan-2021

Approved ❑

Denied ❑

Date: _____

_____
Chairman

_____
Member

_____
Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: 2019-2020 BUDGET CODING CORRECTION FROM ELECTION RESERVE 0111101, DEPT 000 TO CURRENT EXPENSE 0000101 DEPT 102

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

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: B. Chilton; Auditor; A. Coverdell; File

CHILTON

BENTON COUNTY
EXPENDITURE CODING CORRECTIONS

FUND NUMBER: 0111101
DEPARTMENT NUMBER: 000
FUND NAME: Election Reserve

TRANSFER FROM: Election Reserve 0111101				**TRANSFER TO:** Current Expense 0000101 Dept. 102			
BASE SUB 6 digit	**LINE ITEM** 4digit	**LINE ITEM Name**	**AMOUNT**	**BASE SUB** 6 digit	**LINE ITEM** 4digit	**LINE ITEM** Name	**AMOUNT**
514.401	1588	Temp Help	11,311.99	514.410	1905	Temp Help	11,311.99
514.401	4103	Prof. Svcs.	14,104.01	514.410	4103	Prof. Svcs.	14,104.01
514.401	2102	Social Security	2,548.54	514.410	2102	Social Security	2,548.54
		TOTAL	**$ 27,964.54**			**TOTAL**	**$ 27,964.54**

rev 02.2017

EXPLANATION: A coding correction over 60 days old and moving between funds requires board approval.

RETURN TO: Auditor's Office, Accounting Department

Prepared By: Lorene Roe DATE:1/13.2021

Approved: Brenda Chilton; Aileen Coverdell

AUDITOR'S USE ONLY:

Keyed:

Date:

Initials:

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0000101 DEPT. 102

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

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: B. Chilton; Auditor; A. Coverdell; File

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Auditor Dept Nbr: 102

Fund Name: Current Expense Fund Nbr: 0000101

TRANSFER FROM: **Dept.** TRANSFER TO: **Dept.**

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
514.280	4901	Assoc. Dues	$450	514.280	9802	ER&R Veh. Maint.	$250
				514.300	9802	ER&R Veh. Maint.	$200
TOTAL			$450	TOTAL			$450

Explanation:

Vehicle Maintenance

2019-2020 Budget

Prepared by: Lorene Roe, Chief Deputy Auditor Date: 01/13/2021

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0000101 DEPT. 102

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

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: B. Chilton; Auditor; File

CHILTON

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Auditor Dept Nbr: 102

Fund Name: Current Expense Fund Nbr: 0000101

TRANSFER FROM: **Dept.** TRANSFER TO: **Dept.**

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
514.300	1205	Prosser OAIV	$26,203	514.300	1823	Special Programs Coordinator	$26,203
514.810	1205	Prosser OAIV	$26,203	514.810	1823	Special Programs Coordinator	$26,203
TOTAL			$52,406	TOTAL			$52,406

Explanation:

Effective 1/1/2021 as per Resolution 2020-1005. Funding for Special Programs Coordinator. Position 1205 will remain unfilled. Position 1823 is a non-bargaining position at Grade 13.

Prepared by: Lorene Roe, Chief Deputy Auditor Date: 12-29-2020

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN Auditor's O&M FUND NUMBER 0106101 DEPT. 000

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

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: B. Chilton; Auditor; File

CHILTON

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: | Dept Nbr: 000

Fund Name: Auditor's O&M | Fund Nbr: 0106101

TRANSFER FROM: **Dept.** | TRANSFER TO: **Dept.**

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
514.300	1205	Prosser OAIV	$50,422	514.300	1823	Special Programs Coordinator	$50,422
TOTAL			$50,422	TOTAL			$50,422

Explanation:

Effective 1/1/2021 as per Resolution 2020-1005. Funding for Special Programs Coordinator. Position 1205 will remain unfilled. Position 1823 is a non-bargaining position at Grade 13.

Prepared by: Lorene Roe, Chief Deputy Auditor | Date: 12/29/20

Approved ☐ | Denied ☐ | Date: _____

_____
Chairman

_____
Member

_____
Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0111101 DEPT. 000

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

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: B. Chilton; Auditor; File

CHILTON

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: | Dept Nbr: 000

Fund Name: Election Reserve | Fund Nbr: 0111101

TRANSFER FROM: **Dept.** | TRANSFER TO: **Dept.**

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
514.401	1205	Prosser OAIV	$26,203	514.401	1823	Special Programs Coordinator	$26,203
TOTAL			$26,203	TOTAL			$26,203

Explanation:

Effective 1/1/2021 as per Resolution 2020-1005. Funding for Special Programs Coordinator. Position 1205 will remain unfilled. Position 1823 is a non-bargaining position at Grade 13.

Prepared by: Lorene Roe, Chief Deputy Auditor | Date: 12/29/20

Approved ❑ | Denied ❑ | Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	01/26/2021
Subject:	Declaration of Surplus Property
Presenter:	
Prepared By:	Deidra Beck
Reviewed By:	Lorene Roe

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

Summary / Background Information

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

Fiscal Impact

Amount: **None**

Fund: **N/A**

Recommendation

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

Suggested Motion

Approve as part of the consent agenda.

D. Beck
L. Roe

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

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

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

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

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

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

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

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

Dated this _____day of _____, 2021.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: _____

Clerk of the Board

D. Beck
L. Roe

SURPLUS

AUDITOR

- 4-Drawer Legal Size Filing Cabinet
- 2-drawer Wooden File Cabinets
- Wood Document Organizer Cabinet
- (2) 2-door cabinets
- 5-Shelf Bookcase

CLERK

- (5) Used Office Chairs (15+ years old)
- (6) Used Office Chairs (10+ years old)
- (3) Used Office Chairs (10+ years old)
- (5) Used Office Chairs (10+ years old)
- (7) Used Office Chairs (10+ years old)

CORRECTIONS

- Emerson 19” TV-DVD/VHS Combo

DISTRICT COURT

- Paper Burster
  Tag # 13739

D. Beck
L. Roe

DESTROY

DISTRICT COURT

- 15” Emerson TV
- 10 Padded Chairs

D. Beck
L. Roe

COMMISSIONERS AGENDA ACTION SHEET

Meeting Date:	January 26, 2021
Subject:	Appointment of ACAC Committee Members
Presenter:	Benton County ACAC
Prepared By:	Deidra Beck
Reviewed By:	Brenda Chilton; Lorene Roe

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

Summary / Background Information

Resolution 2017-109 established an Accessible Community Advisory Committee (ACAC). Due to the resignation of one member, there is currently one vacancy on the committee. The resolution provides for appointment to the vacant position, which appointment will serve through the end of the current one-year term.

Fiscal Impact

Amount: **N/A**

Fund: **N/A**

Recommendation

It is requested that the Board pass the resolution appointing the position set forth.

Suggested Motion

Move to appoint the individual listed, for the identified term, to the Benton County Accessible Community Advisory Committee (ACAC).

B. Chilton, D. Beck, A. Hatfield

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPOINTMENT OF MARC CULBERTSON TO THE BENTON COUNTY ACCESSIBLE COMMUNITY ADVISORY COMMITTEE (ACAC), IN ACCORDANCE WITH RESOLUTION 2017-109,

WHEREAS, the Benton County Accessible Community Advisory Committee (ACAC) was established by the Board of Commissioners on February 7, 2017, by Resolution No. 2017-109; and

WHEREAS, due to a resignation there is one vacancy on the committee; and

WHEREAS, it is the recommendation of the Auditor, that the individual listed below be appointed to the ACAC vacancy for the term as set forth; **NOW, THEREFORE,**

BE IT RESOLVED, that the Board of County Commissioners hereby appoints the individual listed, for the identified term, to the Benton County Accessible Community Advisory Committee (ACAC).

Committee Member	Term
Marc Culbertson, Citizen	Current-12/31/2021

For a point of affirmation, the following committee members are currently serving:

Amanda Hatfield, Elections Manager	01/01/2021-12/31/2021
Matt Nash, Citizen	09/01/2019-12/31/2021
Luz Rupp, Corrections Chaplain	05/19/2020-12/31/2021
Matthew A West, Citizen	03/31/2020-12/31/2021
Kyle Bosley, Citizen	01/01/2021-12/31/2022
Judith Davis, Citizen	01/01/2021-12/31/2022
Gretchen Hormel, Citizen	01/01/2021-12/31/2022
Shyanne Palmus, Commissioners' Office	01/01/2021-12/31/2022
Teresa Payne, Citizen	01/01/2021-12/31/2022

Dated this _____day of _____, 2021.

_____

Chairman of the Board

_____

Member

_____

Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: _____

Clerk of the Board

B. Chilton, D. Beck, A. Hatfield

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF BENTON COUNTY TAX LEVY FOR 2021

WHEREAS, on this 26th[h] day of January, 2021, the Board of Benton County Commissioners, pursuant to the laws of the State of Washington, providing for all assessment of taxes in the State of Washington, does hereby levy a tax on all taxable property in Benton County, and the taxable property within the various districts, as shown by the assessment rolls of said county, said tax being for the purpose of defraying the county, road, municipal drainage, hospital districts, fire protection districts, and other expenses; and

WHEREAS, the directors, supervisors, and commissioners of various school districts, drainage districts, and other districts and municipalities have certified to the county commissioners the amounts needed to meet the expenses for 2021-2022; and

WHEREAS, it is necessary in some districts that a tax be levied to pay interest on bonds and create a sinking fund for the purpose of paying indebtedness; **NOW THEREFORE**,

BE IT RESOLVED, all members concurring, and for the purpose of raising revenue for the county, road, and other purposes, thereby and hereby is levied on all taxable property in the County of Benton, State of Washington, as shown by the assessment roles for the year of 2021, taxes sufficient to raise the following amounts:

See attached Exhibit A

BENTON COUNTY ASSESSED VALUATION FOR 2021.....$23,673,974,737

Dated this ..... day of ....., 20 ....

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: .....
Clerk of the Board

cc: Taxing Districts; Treasurer; Assessor; Public Works; file

L. Ivey

Office of the Assessor

BENTON COUNTY OF WASHINGTON EST. 1905

Bill Spencer, *Assessor*
Christopher Roberts, *Chief Deputy Assessor*

January 15, 2021

Kenneth Spencer
Benton County Treasurer
620 Market St
PO Box 630
Prosser, WA 99350

RE: 2021 Tax Year Property Tax Certification

Dear Kenneth,

This is to confirm that 2021 tax year property taxes were certified to you via PACS certification process on January 15, 2021.

The total Real and Personal Taxes (excluding omitted property tax and late penalty tax for personal property) is:

$256,356,601

The attached worksheet shows a breakdown of the various taxing districts within Benton County. Tax dollars are rounded to the nearest dollar for this report.

Sincerely,

Bill Spencer
Benton County Assessor

Cc: Benton County Board of County Commissioners
Benton County Auditor

BENTON COUNTY, WASHINGTON
January 12, 2021

TAXING DISTRICT	*LEVY VALUATION*	*$/1000*	*AMOUNT TO BE COLLECTED IN 2021*
STATE SCHOOL PART 1	23,580,482,297	1.7414586980	$41,064,436
STATE SCHOOL PART 2	23,457,776,763	0.9368595849	$21,976,643
COUNTY-CURRENT EXPENSE	23,673,974,737	1.0227793891	$24,213,253
COUNTY-MENTAL HEALTH	23,673,974,737	0.0250000001	$591,849
COUNTY-VETERAN'S ADMINISTRATION	23,673,974,737	0.0112500002	$266,332
CONSOLIDATED ROAD DISTRICT	5,217,108,183	1.3379180104	$6,980,063
BENTON CITY-CURRENT EXPENSE	201,324,597	1.0508888787	$211,570
KENNEWICK-CURRENT EXPENSE	7,734,837,150	1.8168622981	$14,053,134
PROSSER - CURRENT EXPENSE	601,226,828	2.2618178808	$1,359,886
RICHLAND - CURRENT EXPENSE	8,246,310,077	2.2532013248	$18,580,597
RICHLAND - LIBRARY	8,215,601,523	0.1845239202	$1,515,975
WEST RICHLAND - CURRENT EXPENSE	1,674,745,058	1.5181931649	$2,542,587
WEST RICHLAND - POLICE BOND	1,666,614,064	0.2887568156	$481,246
FIRE DISTRICT #1-CURRENT EXPENSE	2,404,289,145	1.4710077072	$3,536,728
FIRE DISTRICT #1-GO BOND	2,435,060,949	0.0289922928	$70,598
FIRE DISTRICT #1- VOTED GO BOND	2,391,025,173	0.0694057937	$165,951
FIRE DISTRICT #2-CURRENT EXPENSE	684,588,555	1.5000000000	$1,026,883
FIRE DISTRICT #2-BOND	678,421,562	0.1835105294	$124,497
FIRE DISTRICT #2 EMS	684,588,555	0.5000000000	$342,294
FIRE DISTRICT #4-CURRENT EXPENSE	2,205,973,348	1.5000000000	$3,308,960
FIRE DISTRICT #4-BOND	2,195,325,034	0.2140913043	$470,000
FIRE DISTRICT #4-EMS	2,205,973,348	0.3791221461	$836,333
FIRE DISTRICT #5-CURRENT EXPENSE	111,451,380	0.6903753569	$76,950
FIRE DISTRICT #6 - CURRENT EXPENSE	678,200,656	1.3499559340	$915,541
WEST BENTON REGIONAL FIRE AUTHORITY	1,427,106,627	1.3177718920	$1,880,601
SCHOOL DISTRICT #116-ENRICHMENT	1,547,423,999	1.9185444766	$2,968,802
SCHOOL DISTRICT #116-DEBT SERVICE	1,547,423,999	2.5859788980	$4,001,606
SCHOOL DISTRICT #17-DEBT SERVICE	9,948,260,395	1.6340873816	$16,256,327
SCHOOL DISTRICT #17-ENRICHMENT	9,948,260,395	1.6588093973	$16,502,268
SCHOOL DISTRICT #17-CAPITAL PROJECTS	9,948,260,395	0.4023304870	$4,002,488
SCHOOL DISTRICT #200-DEBT SERVICE	68,784,715	2.7042185000	$186,009
SCHOOL DISTRICT #200-ENRICHMENT	68,784,715	1.8041551512	$124,088
SCHOOL DISTRICT #400-DEBT SERVICE	9,973,947,997	1.9992083382	$19,940,000
SCHOOL DISTRICT #400-ENRICHMENT	9,973,947,997	2.4577028081	$24,513,000
SCHOOL DISTRICT #400-CAPITAL PROJECTS	9,973,947,997	0.4110709221	$4,100,000
SCHOOL DISTRICT #50-ENRICHMENT	514,113,344	0.6547786280	$336,630
SCHOOL DISTRICT #52-ENRICHMENT	908,861,448	0.0000000000	$0
SCHOOL DISTRICT #52-DEBT SERVICE	908,861,448	1.2406224320	$1,127,554
SCHOOL DISTRICT #53-ENRICHMENT	589,877,305	1.9089485906	$1,126,045
SCHOOL DISTRICT #53-DEBT SERVICE	589,877,305	1.4508172509	$855,804
PROSSER HOSPITAL-CURRENT EXPENSE	2,744,441,878	0.3140792267	$861,972
KENNEWICK HOSPITAL-CURRENT EXPENSE	13,554,071,859	0.1114429683	$1,510,506
PORT OF BENTON-CURRENT EXPENSE	7,456,139,402	0.3056414154	$2,278,905
PORT OF BENTON-BOND 1997	7,456,139,402	0.0461752150	$344,289
PORT OF KENNEWICK-CURRENT EXPENSE	16,217,835,335	0.2786261049	$4,518,712
MID-COLUMBIA LIBRARY SYSTEM	13,151,692,774	0.3153662158	$4,147,600
BENTON CITY LIBRARY CAPITAL FACILITY AREA	778,719,708	0.0784588593	$61,097
			$256,356,601

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 26, 2021
Subject:	2021 Historic Preservation Grant for Benton County Museum & Historical Society
Presenter:	
Prepared By:	Shyanne Palmus, Communications Coordinator
Reviewed By:	Adam Fyall, Sustainable Development Manager

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

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

Summary / Background Information

The 2021 Historic Preservation Grant RFP was open September 1 – September 30, 2020 and received six (6) applications for project funding, totaling $48,026.40. The available yearly budget for the Historic Preservation Grant is $50,000. RCW 36.22.170 states that one dollar ($1) of the recording fee is placed in the Benton County Historical Preservation Fund 0157-101, to be used at the County Commissioners' discretion for promotion of historical preservation and/or programs in the County. Each year, the County calls upon a review committee to determine recommended project funding for Board of Commissioners' approval. The applications received are all being recommended for full funding award, as follows:

ORGANIZATION	PROJECT	REQUEST	AWARD
Benton City Revitalization Organization	Historical Markers/Artifact Preservation	6,000.00	6,000.00
Benton County Museum	Library, Website, & Exterior Exhibits	10,000.00	10,000.00
Desert Fiber Arts	Preservation of Historic Looms	3,936.00	3,936.00
East Benton County Historical Society	The Oral History Project	7,680.00	7,680.00
REACH Museum	Outdoor Improvement Project	3,770.00	3,770.00
White Bluffs Quilt Museum	Archival Display Cases	16,640.40	16,640.40
	TOTAL	**48,026.40**	**48,026.40**

The Benton County Museum & Historical Society is requesting $10,000.00 for the purchase of a guest computer/desk/printer for the archives library to improve guest access to collections, funds to upgrade their website for remote users, funds for a searchable digital index of the Prosser Newspaper collection, and exterior interpretive displays.

Fiscal Impact

$10,000.00 from Historical Preservation Fund 0157-101

Recommendation

Staff recommends approval of this proposed project, as listed above.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVING DISBURSEMENT FROM THE HISTORICAL PRESERVATION FUND (0157-101) FOR THE BENTON COUNTY MUSEUM & HISTORICAL SOCIETY'S LIBRARY, WEBSITE, AND EXTERIOR EXHIBITS PROJECT

WHEREAS, RCW 36.22.170 states that one dollar of a document recording fee is placed in the Benton County Historical Preservation Fund 0157-101, to be used at the County Commissioners' discretion for promotion of historical preservation and/or programs in the County and the Board of Commissioners is supportive of funding historic preservation projects as solicited from qualified non-profit organizations and government entities; and

WHEREAS, the Historic Preservation Advisory Committee, established by the Board of Benton County Commissioners in 2008, has reviewed all applications; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby agrees with the Committee's recommendation, and approves funding of the Benton County Museum & Historical Society's Library, Website, and Exterior Exhibits project as described in the attached agreement, in the amount not to exceed $10,000.00; and

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners hereby authorizes the County Auditor's Office to make such payments and execute any agreements necessary for the disbursement of the aforementioned funds; and

BE IT FURTHER RESOLVED, that the Board of Benton County Commissioners hereby authorizes the Chairman of the Board to sign the attached funding agreement, per Resolution 2018-027; and

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

Dated this 26th day of January, 2021.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest .....
Clerk of the Board

Cc: Auditor; PA – Contract Compliance; Benton County Museum & Historical Society S Palmus

BENTON COUNTY HISTORIC PRESERVATION GRANT PROGRAM

THIS AGREEMENT 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 "GRANTOR"), and BENTON COUNTY MUSEUM AND HISTORICAL SOCIETY, a Washington public benefit corporation, with its principal offices at 1000 Paterson Rd, Prosser, WA 99350 (hereinafter "GRANTEE").

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. EXTENT OF AGREEMENT. This Agreement contains the basic terms and conditions agreed upon by the parties. In the event of an inconsistency, the following provisions apply in order of precedence as follows: (a) this Agreement; and (b) application materials as submitted to the Historic Preservation Grant Advisory Committee.

2. RELATIONSHIP OF THE PARTIES. The GRANTEE, its agents, employees, officers, volunteers, or representatives are not employees, agents, or representatives of GRANTOR for any purpose and the employees or volunteers of GRANTEE are not entitled to any benefits GRANTOR provides for its employees. The GRANTEE will solely and entirely be responsible for the payment of federal taxes, Social Security taxes, or Labor and Industries contributions for GRANTEE. This Agreement is for the benefit of the parties; no third-party beneficiary relationships are intended.

3. USE OF GRANT FUNDS. This grant was awarded by the GRANTOR pursuant to RCW 36.22.170(1)(a) for the promotion of historical preservation and/or historical programs in Benton County. The grant of funds in the amount of ten thousand dollars and zero cents ($10,000.00) provided by this Agreement and as outlined in the following exhibit(s), attached hereto:

   A. Exhibit "A" Benton County Museum & Historical Society

4. INDEMNIFICATION. The GRANTEE does release, indemnify, and promise to defend and save harmless GRANTOR, its elected officials, officers, employees, and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by GRANTOR, its elected officials, officers, employees, and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the

performance of service pursuant to this Agreement. In making such assurances, GRANTEE specifically agrees to indemnify and hold harmless GRANTOR from any and all bodily injury claims brought by GRANTEE's agents, officers, employees or volunteers and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against GRANTOR; PROVIDED, however this paragraph does not purport to indemnify GRANTOR against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence of GRANTOR, its elected officials, officers, employees or agents.

5. MONITORING AND EVALUATION. GRANTEE agrees to cooperate and participate in GRANTOR's historic preservation grant program monitoring and evaluation process. Monitoring and evaluation procedures and/or reviews may be conducted to ensure program accountability and effective use of funds. GRANTEE may be notified in advance of any planned monitoring and/or evaluation site visits; HOWEVER, GRANTOR reserves the right to conduct on-site visits without prior notification to GRANTEE, as is deemed necessary. All books, records, documents, reports, and other data shall be subject at all reasonable times to inspection, review, and audit by GRANTOR or its designee.

6. NON-DISCRIMINATION.

   GRANTOR is an equal opportunity employer.

   GRANTEE agrees that it shall comply with all applicable federal, state, and county laws and regulations regarding non-discrimination in:

   A. Any terms or conditions of employment; and

   B. Denying any individual the opportunity to participate in any program provided by the Agreement.

7. GENERAL BUDGET PROVISIONS. Payment for services shall be made in accordance with this Agreement and the attached exhibit(s) submitted by GRANTEE.

8. TERMINATION. Unless otherwise terminated, this Agreement shall begin January 1, 2021 and shall expire December 31, 2021. If either party hereto fails to comply with the terms and conditions of this Agreement, which includes compliance with the proposal set forth by GRANTEE in the application

materials attached hereto, the other party may pursue such remedies as are legally available including, but not limited to the termination of the Agreement in the manner specified herein.

A. Termination by GRANTOR for Cause. GRANTOR may terminate this Agreement in whole or in part for a substantial and material breach thereof by GRANTEE upon ten (10) days written notice of termination, provided that GRANTOR, prior to termination, shall endeavor to work with GRANTEE to remedy such breach, unless the breach is such that immediate termination is necessary to protect the public interest. Correspondence under this subsection shall be delivered by the parties by certified mail/return receipt.

B. Termination by GRANTEE for Cause. GRANTEE may terminate this Agreement in whole or in part for a substantial and material breach thereof by GRANTOR upon ten (10) days written notice of termination.

C. Termination on Other Grounds. This Agreement may also be terminated in whole or in part by the mutual, written agreement of the parties.

D. In the event of termination of this Agreement for any reason, GRANTEE shall return the grant proceeds to GRANTOR within thirty (30) days of termination, except for that portion which is to be adequately supported by documentation evidencing expenditures allowed and provided for in this Agreement, as solely determined by GRANTOR. The GRANTEE's obligation under this section shall survive termination of this Agreement.

9. RETURN OF UNSPENT GRANT FUNDS. In the event that any of the grant funds advanced to the GRANTEE remain unspent upon expiration of this Agreement, the GRANTEE undertakes to return such funds to GRANTOR within thirty (30) days of termination of the project, within the timeframe specified in the GRANTEE's application materials. If no time frame is specified, GRANTEE shall return remaining unspent funds within one year from receipt of funds.

10. MODIFICATION. Either party may request changes to this Agreement, however, no changes or amendments to this Agreement shall be valid and binding unless such change or amendment is in writing and executed by both parties.

11. CLOSE-OUT. Following completion of the terms of this Agreement, or in the event that this Agreement is terminated in whole or in part for any reason other than completion of this Agreement, GRANTEE shall submit within ninety (90) days after the date of expiration of this Agreement, all financial, performance, and other reports required by each Statement of Work, including pertinent receipts and invoices, and will cooperate in any program audit initiated by GRANTEE or its designee.

12. NON-ASSIGNABILITY OF CLAIMS. No claim arising under this Agreement shall be transferred or assigned by GRANTEE.

APPLICABILITY OF LAW.

This Agreement and Exhibits are and shall be construed as being executed and delivered within the State of Washington, and it is mutually understood by each party hereto that this Agreement and Statement of Work shall be governed by the laws of the State of Washington, both as to interpretation and performance.

Venue shall be Benton County, Washington.

DATED this 26th day of January, 2021.

GRANTOR:
BENTON COUNTY

Chairman
Board of County Commissioners

Approved as to Form:

Reid Hay
Deputy Prosecuting Attorney

GRANTEE:
BENTON COUNTY MUSEUM AND HISTORICAL SOCIETY

Alys Means
Signature

Alys Means
Name

Executive Director
Title

Exhibit "A"
BENTON COUNTY MUSEUM & HISTORICAL SOCIETY

Expense Category	Awarded Amount ($)
Guest Computer, Desk and Printer for Archival Library	1000.00
Digital Index for Prosser Newspaper Microfiche Collection	1000.00
Museum Website Upgrade and Installation	3000.00
Exterior Interpretive Displays for New Museum Entrance	5000.00
TOTAL	**10,000.00**

SCOPE OF WORK:

Thanks to support from Benton County's HPG Program, Prosser UGN and Benton County Museum members, the Benton County Museum & Historical Society (BCMHS) has established an archival library for use by guests, researchers, museum staff and the general public. The library includes carefully categorized paper documents, an extensive collection of local newspaper, local history books, Pacific Northwest history book, family trees, oral histories, photographs and more. This year, BCMHS has requested HPG funds to install a **GUEST COMPUTER STATION, DESK AND PRINTER** within the library and to create a searchable, **DIGITAL INDEX FOR THE PROSSER NEWSPAPER MICROFISCHE COLLECTION**. These items will enable staff and guests to more easily retrieve and process information from within the existing archival library.

The current BCMHS website is a rudimentary affair which lacks the capability to properly communicate exhibits, photo galleries, new and information for the benefit of in-person and digital visitors. Therefore, BCMHS has requested funds for a **WEBSITE UPGRADE AND INSTALLATION**. This is particularly important at this time, since in person visits may not begin again until the summer or fall of 2021.

EXTERIOR INTERPRETIVE DISPLAYS FOR NEW MUSEUM ENTRANCE. BCMHS has received a $100,000+ Washington State Community Projects Grant to construct a guest foyer and new entrance. BCMHS has received permission from the City of Prosser to incorporate a long neglected (but spectacular!) petrified cypress stump from the north end of Prosser City Park location within or near the new entrance area. Other entrance area artifacts will include an ancient Yakama petroglyph (approved for use by the Yakama Nation), a walking plow and native plant species. All will be carefully interpreted for the enjoyment of guests and members of the community. This project will require setting the artifacts securely and the installation of study, vandal-proof interpretive signs.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 26, 2021
Subject:	2021 Historic Preservation Grant for East Benton County Historical Society & Museum
Presenter:	
Prepared By:	Shyanne Palmus, Communications Coordinator
Reviewed By:	Adam Fyall, Sustainable Development Manager

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

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

Summary / Background Information

The 2021 Historic Preservation Grant RFP was open September 1 – September 30, 2020 and received six (6) applications for project funding, totaling $48,026.40. The available yearly budget for the Historic Preservation Grant is $50,000. RCW 36.22.170 states that one dollar ($1) of the recording fee is placed in the Benton County Historical Preservation Fund 0157-101, to be used at the County Commissioners' discretion for promotion of historical preservation and/or programs in the County. Each year, the County calls upon a review committee to determine recommended project funding for Board of Commissioners' approval. The applications received in 2021 were preliminarily approved by the Board of Commissioners as follows:

ORGANIZATION	PROJECT	REQUEST	AWARD
Benton City Revitalization Organization	Historical Markers/Artifact Preservation	6,000.00	6,000.00
Benton County Museum	Library, Website, & Exterior Exhibits	10,000.00	10,000.00
Desert Fiber Arts	Preservation of Historic Looms	3,936.00	3,936.00
East Benton County Historical Society	The Oral History Project	7,680.00	7,680.00
REACH Museum	Outdoor Improvement Project	3,770.00	3,770.00
White Bluffs Quilt Museum	Archival Display Cases	16,640.40	16,640.40
	TOTAL	**48,026.40**	**48,026.40**

The East Benton County Historical Society & Museum has requested $7,680.00 to pay for the digitization of 240 audio cassettes of individual oral histories that have been collected and recorded over the past four+ decades. These recordings include family histories, anecdotal stories, history of the region, etc.

Fiscal Impact

$7,680.00 from Historical Preservation Fund 0157-101

Recommendation

Staff recommends approval of this proposed project, as listed above.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVING DISBURSEMENT FROM THE HISTORICAL PRESERVATION FUND (0157-101) FOR THE EAST BENTON COUNTY HISTORICAL SOCIETY & MUSEUM ORAL HISTORY PROJECT

WHEREAS, RCW 36.22.170 states that one dollar of a document recording fee is placed in the Benton County Historical Preservation Fund 0157-101, to be used at the County Commissioners' discretion for promotion of historical preservation and/or programs in the County and the Board of Commissioners is supportive of funding historic preservation projects as solicited from qualified non-profit organizations and government entities; and

WHEREAS, the Historic Preservation Advisory Committee, established by the Board of Benton County Commissioners in 2008, has reviewed all applications; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby agrees with the Committee's recommendation, and approves funding of the East Benton County Historical Society & Museum's Oral History project as described in the attached agreement, in the amount not to exceed $7,680.00; and

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners hereby authorizes the County Auditor's Office to make such payments and execute any agreements necessary for the disbursement of the aforementioned funds; and

BE IT FURTHER RESOLVED, that the Board of Benton County Commissioners hereby authorizes the Chairman of the Board to sign the attached funding agreement, per Resolution 2018-027; and

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

Dated this 26th day of January, 2021.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest .....
Clerk of the Board

Cc: Auditor; PA – Contract Compliance; East Benton County Historical Society & Museum S Palmus

BENTON COUNTY HISTORIC PRESERVATION GRANT PROGRAM

THIS AGREEMENT 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 "GRANTOR"), and EAST BENTON COUNTY HISTORICAL SOCIETY, a Washington nonprofit corporation, with its principal offices at 205 Keewaydin Dr, Kennewick, WA 99336 (hereinafter "GRANTEE").

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. EXTENT OF AGREEMENT. This Agreement contains the basic terms and conditions agreed upon by the parties. In the event of an inconsistency, the following provisions apply in order of precedence as follows: (a) this Agreement; and (b) application materials as submitted to the Historic Preservation Grant Advisory Committee.

2. RELATIONSHIP OF THE PARTIES. The GRANTEE, its agents, employees, officers, volunteers, or representatives are not employees, agents, or representatives of GRANTOR for any purpose and the employees or volunteers of GRANTEE are not entitled to any benefits GRANTOR provides for its employees. The GRANTEE will solely and entirely be responsible for the payment of federal taxes, Social Security taxes, or Labor and Industries contributions for GRANTEE. This Agreement is for the benefit of the parties; no third-party beneficiary relationships are intended.

3. USE OF GRANT FUNDS. This grant was awarded by the GRANTOR pursuant to RCW 36.22.170(1)(a) for the promotion of historical preservation and/or historical programs in Benton County. The grant of funds in the amount of seven thousand, six-hundred eighty dollars and zero cents ($7,680.00) provided by this Agreement and as outlined in the following exhibit(s), attached hereto:

   A. Exhibit "A" Preservation – The Oral History Project

4. INDEMNIFICATION. The GRANTEE does release, indemnify, and promise to defend and save harmless GRANTOR, its elected officials, officers, employees, and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by GRANTOR, its elected officials, officers, employees, and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the

performance of service pursuant to this Agreement. In making such assurances, GRANTEE specifically agrees to indemnify and hold harmless GRANTOR from any and all bodily injury claims brought by GRANTEE's agents, officers, employees or volunteers and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against GRANTOR; PROVIDED, however this paragraph does not purport to indemnify GRANTOR against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence of GRANTOR, its elected officials, officers, employees or agents.

5. MONITORING AND EVALUATION. GRANTEE agrees to cooperate and participate in GRANTOR's historic preservation grant program monitoring and evaluation process. Monitoring and evaluation procedures and/or reviews may be conducted to ensure program accountability and effective use of funds. GRANTEE may be notified in advance of any planned monitoring and/or evaluation site visits; HOWEVER, GRANTOR reserves the right to conduct on-site visits without prior notification to GRANTEE, as is deemed necessary. All books, records, documents, reports, and other data shall be subject at all reasonable times to inspection, review, and audit by GRANTOR or its designee.

6. NON-DISCRIMINATION.

   GRANTOR is an equal opportunity employer.

   GRANTEE agrees that it shall comply with all applicable federal, state, and county laws and regulations regarding non-discrimination in:

   A. Any terms or conditions of employment; and

   B. Denying any individual the opportunity to participate in any program provided by the Agreement.

7. GENERAL BUDGET PROVISIONS. Payment for services shall be made in accordance with this Agreement and the attached exhibit(s) submitted by GRANTEE.

8. TERMINATION. Unless otherwise terminated, this Agreement shall begin January 1, 2021 and shall expire December 31, 2021. If either party hereto fails to comply with the terms and conditions of this Agreement, which includes compliance with the proposal set forth by GRANTEE in the application

materials attached hereto, the other party may pursue such remedies as are legally available including, but not limited to the termination of the Agreement in the manner specified herein.

A. Termination by GRANTOR for Cause. GRANTOR may terminate this Agreement in whole or in part for a substantial and material breach thereof by GRANTEE upon ten (10) days written notice of termination, provided that GRANTOR, prior to termination, shall endeavor to work with GRANTEE to remedy such breach, unless the breach is such that immediate termination is necessary to protect the public interest. Correspondence under this subsection shall be delivered by the parties by certified mail/return receipt.

B. Termination by GRANTEE for Cause. GRANTEE may terminate this Agreement in whole or in part for a substantial and material breach thereof by GRANTOR upon ten (10) days written notice of termination.

C. Termination on Other Grounds. This Agreement may also be terminated in whole or in part by the mutual, written agreement of the parties.

D. In the event of termination of this Agreement for any reason, GRANTEE shall return the grant proceeds to GRANTOR within thirty (30) days of termination, except for that portion which is to be adequately supported by documentation evidencing expenditures allowed and provided for in this Agreement, as solely determined by GRANTOR. The GRANTEE's obligation under this section shall survive termination of this Agreement.

9. RETURN OF UNSPENT GRANT FUNDS. In the event that any of the grant funds advanced to the GRANTEE remain unspent upon expiration of this Agreement, the GRANTEE undertakes to return such funds to GRANTOR within thirty (30) days of termination of the project, within the timeframe specified in the GRANTEE's application materials. If no time frame is specified, GRANTEE shall return remaining unspent funds within one year from receipt of funds.

10. MODIFICATION. Either party may request changes to this Agreement, however, no changes or amendments to this Agreement shall be valid and binding unless such change or amendment is in writing and executed by both parties.

11. CLOSE-OUT. Following completion of the terms of this Agreement, or in the event that this Agreement is terminated in whole or in part for any reason other than completion of this Agreement, GRANTEE shall submit within ninety (90) days after the date of expiration of this Agreement, all financial, performance, and other reports required by each Statement of Work, including pertinent receipts and invoices, and will cooperate in any program audit initiated by GRANTEE or its designee.

12. NON-ASSIGNABILITY OF CLAIMS. No claim arising under this Agreement shall be transferred or assigned by GRANTEE.

APPLICABILITY OF LAW.

This Agreement and Exhibits are and shall be construed as being executed and delivered within the State of Washington, and it is mutually understood by each party hereto that this Agreement and Statement of Work shall be governed by the laws of the State of Washington, both as to interpretation and performance.

Venue shall be Benton County, Washington.

DATED this 26th day of January, 2021.

GRANTOR:
BENTON COUNTY

Chairman
Board of County Commissioners

Approved as to Form:

Reid
Deputy Prosecuting Attorney

GRANTEE:
EAST BENTON COUNTY HISTORICAL SOCIETY

Lee Simmelink
Signature

Lee Simmelink
Name

Board President
Title

Exhibit "A"
Preservation - The Oral History Project
East Benton County Historical Society & Museum

Expense Category	Awarded Amount ($)
Convert 240 Cassette Tapes to Digital MP3 Format	$7,680
TOTAL	**$7,680**

SCOPE OF WORK:

The East Benton County Historical Society & Museum has 240 audio cassettes of individual oral histories that have been collected and recorded over the past four+ decades. These include family histories, anecdotal stories of early life in Benton County, history of the region, agriculture, irrigation, major local events, etc. For example: Some of the many topics are: movie theatre with dance floor beneath, river boats in the early days, Depression era Tin Smith, personal memories, entertainment in the early 1900's, rodeo experiences, railroad wrecks and cargo, stockmen - cattle - horses and sheep, trapping and furs, courageous women of the area, fruit was the dream of the valley, rivers in the life of settlers, school days, working the railroad, and many more.

The project is to have the cassettes professionally remastered, repaired if necessary and digitized at a cost of $25 - $35 per cassette plus shipping. This will be done 10 cassettes at a time over a 10 month period.

This project would preserve the memories and stories of Benton County's early pioneers and beyond. Two hundred forty oral history stories, currently on aged cassette tapes, will be remastered onto CD/MP3 and available for use by individuals, teaches, students, historians and community groups and preserved in our archives.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 26, 2021
Subject:	2021 Historic Preservation Grant for REACH Museum
Presenter:	
Prepared By:	Shyanne Palmus, Communications Coordinator
Reviewed By:	Adam Fyall, Sustainable Development Manager

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

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

Summary / Background Information

The 2021 Historic Preservation Grant RFP was open September 1 – September 30, 2020 and received six (6) applications for project funding, totaling $48,026.40. The available yearly budget for the Historic Preservation Grant is $50,000. RCW 36.22.170 states that one dollar ($1) of the recording fee is placed in the Benton County Historical Preservation Fund 0157-101, to be used at the County Commissioners' discretion for promotion of historical preservation and/or programs in the County. Each year, the County calls upon a review committee to determine recommended project funding for Board of Commissioners' approval. The applications received are all being recommended for full funding award, as follows:

ORGANIZATION	PROJECT	REQUEST	AWARD
Benton City Revitalization Organization	Historical Markers/Artifact Preservation	6,000.00	6,000.00
Benton County Museum	Library, Website, & Exterior Exhibits	10,000.00	10,000.00
Desert Fiber Arts	Preservation of Historic Looms	3,936.00	3,936.00
East Benton County Historical Society	The Oral History Project	7,680.00	7,680.00
REACH Museum	Outdoor Improvement Project	3,770.00	3,770.00
White Bluffs Quilt Museum	Archival Display Cases	16,640.40	16,640.40
	TOTAL	**48,026.40**	**48,026.40**

The REACH Museum has requested $3,770.00 for the purchase and installation of 21 interpretive, educational trail signs with UV protection, for installation on their campus.

Fiscal Impact

$3,770.00 from Historical Preservation Fund 0157-101

Recommendation

Staff recommends approval of this proposed project, as listed above.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVING DISBURSEMENT FROM THE HISTORICAL PRESERVATION FUND (0157-101) FOR THE HANFORD REACH INTERPRETIVE CENTER FOUNDATION'S (DBA REACH MUSEUM) OUTDOOR IMPROVEMENT PROJECT

WHEREAS, RCW 36.22.170 states that one dollar of a document recording fee is placed in the Benton County Historical Preservation Fund 0157-101, to be used at the County Commissioners' discretion for promotion of historical preservation and/or programs in the County and the Board of Commissioners is supportive of funding historic preservation projects as solicited from qualified non-profit organizations and government entities; and

WHEREAS, the Historic Preservation Advisory Committee, established by the Board of Benton County Commissioners in 2008, has reviewed all applications; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby agrees with the Committee's recommendation, and approves funding of the REACH Museum's Outdoor Improvement project as described in the attached agreement, in the amount not to exceed $3,770.00; and

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners hereby authorizes the County Auditor's Office to make such payments and execute any agreements necessary for the disbursement of the aforementioned funds; and

BE IT FURTHER RESOLVED, that the Board of Benton County Commissioners hereby authorizes the Chairman of the Board to sign the attached funding agreement, per Resolution 2018-027; and

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

Dated this 26th day of January, 2021.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest .....
Clerk of the Board

Cc: Auditor; PA – Contract Compliance; REACH Museum S Palmus

BENTON COUNTY HISTORIC PRESERVATION GRANT PROGRAM

THIS AGREEMENT 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 "GRANTOR"), and HANFORD REACH INTERPRETIVE CENTER FOUNDATION (DBA REACH MUSEUM), a Washington nonprofit corporation, with its principal offices at 1943 Columbia Park Trail, Richland, WA 99352 (hereinafter "GRANTEE").

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. EXTENT OF AGREEMENT. This Agreement contains the basic terms and conditions agreed upon by the parties. In the event of an inconsistency, the following provisions apply in order of precedence as follows: (a) this Agreement; and (b) application materials as submitted to the Historic Preservation Grant Advisory Committee.

2. RELATIONSHIP OF THE PARTIES. The GRANTEE, its agents, employees, officers, volunteers, or representatives are not employees, agents, or representatives of GRANTOR for any purpose and the employees or volunteers of GRANTEE are not entitled to any benefits GRANTOR provides for its employees. The GRANTEE will solely and entirely be responsible for the payment of federal taxes, Social Security taxes, or Labor and Industries contributions for GRANTEE. This Agreement is for the benefit of the parties; no third-party beneficiary relationships are intended.

3. USE OF GRANT FUNDS. This grant was awarded by the GRANTOR pursuant to RCW 36.22.170(1)(a) for the promotion of historical preservation and/or historical programs in Benton County. The grant of funds in the amount of $3,770.00 provided by this Agreement and as outlined in the following exhibit(s), attached hereto:

   A. Exhibit "A" Outdoor Improvement Project

4. INDEMNIFICATION. The GRANTEE does release, indemnify, and promise to defend and save harmless GRANTOR, its elected officials, officers, employees, and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by GRANTOR, its elected officials, officers, employees, and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the

performance of service pursuant to this Agreement. In making such assurances, GRANTEE specifically agrees to indemnify and hold harmless GRANTOR from any and all bodily injury claims brought by GRANTEE's agents, officers, employees or volunteers and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against GRANTOR; PROVIDED, however this paragraph does not purport to indemnify GRANTOR against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence of GRANTOR, its elected officials, officers, employees or agents.

5. MONITORING AND EVALUATION. GRANTEE agrees to cooperate and participate in GRANTOR's historic preservation grant program monitoring and evaluation process. Monitoring and evaluation procedures and/or reviews may be conducted to ensure program accountability and effective use of funds. GRANTEE may be notified in advance of any planned monitoring and/or evaluation site visits; HOWEVER, GRANTOR reserves the right to conduct on-site visits without prior notification to GRANTEE, as is deemed necessary. All books, records, documents, reports, and other data shall be subject at all reasonable times to inspection, review, and audit by GRANTOR or its designee.

6. NON-DISCRIMINATION.

   GRANTOR is an equal opportunity employer.

   GRANTEE agrees that it shall comply with all applicable federal, state, and county laws and regulations regarding non-discrimination in:

   A. Any terms or conditions of employment; and

   B. Denying any individual the opportunity to participate in any program provided by the Agreement.

7. GENERAL BUDGET PROVISIONS. Payment for services shall be made in accordance with this Agreement and the attached exhibit(s) submitted by GRANTEE.

8. TERMINATION. Unless otherwise terminated, this Agreement shall begin January 1, 2021 and shall expire December 31, 2021. If either party hereto fails to comply with the terms and conditions of this Agreement, which includes compliance with the proposal set forth by GRANTEE in the application

materials attached hereto, the other party may pursue such remedies as are legally available including, but not limited to the termination of the Agreement in the manner specified herein.

A. Termination by GRANTOR for Cause. GRANTOR may terminate this Agreement in whole or in part for a substantial and material breach thereof by GRANTEE upon ten (10) days written notice of termination, provided that GRANTOR, prior to termination, shall endeavor to work with GRANTEE to remedy such breach, unless the breach is such that immediate termination is necessary to protect the public interest. Correspondence under this subsection shall be delivered by the parties by certified mail/return receipt.

B. Termination by GRANTEE for Cause. GRANTEE may terminate this Agreement in whole or in part for a substantial and material breach thereof by GRANTOR upon ten (10) days written notice of termination.

C. Termination on Other Grounds. This Agreement may also be terminated in whole or in part by the mutual, written agreement of the parties.

D. In the event of termination of this Agreement for any reason, GRANTEE shall return the grant proceeds to GRANTOR within thirty (30) days of termination, except for that portion which is to be adequately supported by documentation evidencing expenditures allowed and provided for in this Agreement, as solely determined by GRANTOR. The GRANTEE's obligation under this section shall survive termination of this Agreement.

9. RETURN OF UNSPENT GRANT FUNDS. In the event that any of the grant funds advanced to the GRANTEE remain unspent upon expiration of this Agreement, the GRANTEE undertakes to return such funds to GRANTOR within thirty (30) days of termination of the project, within the timeframe specified in the GRANTEE's application materials. If no time frame is specified, GRANTEE shall return remaining unspent funds within one year from receipt of funds.

10. MODIFICATION. Either party may request changes to this Agreement, however, no changes or amendments to this Agreement shall be valid and binding unless such change or amendment is in writing and executed by both parties.

11. CLOSE-OUT. Following completion of the terms of this Agreement, or in the event that this Agreement is terminated in whole or in part for any reason other than completion of this Agreement, GRANTEE shall submit within ninety (90) days after the date of expiration of this Agreement, all financial, performance, and other reports required by each Statement of Work, including pertinent receipts and invoices, and will cooperate in any program audit initiated by GRANTEE or its designee.

12. NON-ASSIGNABILITY OF CLAIMS. No claim arising under this Agreement shall be transferred or assigned by GRANTEE.

APPLICABILITY OF LAW.

This Agreement and Exhibits are and shall be construed as being executed and delivered within the State of Washington, and it is mutually understood by each party hereto that this Agreement and Statement of Work shall be governed by the laws of the State of Washington, both as to interpretation and performance.

Venue shall be Benton County, Washington.

DATED this 26th day of January, 2021.

GRANTOR:
BENTON COUNTY

Chairman
Board of County Commissioners

Approved as to Form:

Reid Hay
Deputy Prosecuting Attorney

GRANTEE:
HANFORD REACH INTERPRETIVE CENTER FOUNDATION

Rosanna Sharpe
Signature

Rosanna Sharpe
Name

Executive Director
Title

Exhibit "A"
Outdoor Improvement Project

Expense Category	Awarded Amount ($)
REACH Animal Trail – 21 Interpretive Signs with UV Protection	$3,770.00
TOTAL	**$3,770.00**

SCOPE OF WORK:

The purpose of this Scope of Work is the implementation of the approved Project by the Reach Foundation for the REACH Museum that is to be funded by Benton County Historic Preservation Grant. The REACH Museum agrees to administer and complete the proposed Project pursuant to the terms of this Scope of Work and in the Proposal submitted by the REACH Museum.

1) Funds will replace the worn, faded, and missing interpretive signs on the outdoor REACH Animal Habitat Trail.
    - Cost includes 21 interpretive signs with animal names, description of habitat, diet and average size of each animal
    - Installation of single post pedestals, all hardware included
    - Providing a safe educational trail utilized by people of all ages
    - Providing detail description of animals of the Hanford Reach National Monument

2) Interpretive signage on REACH Animal Trail located on the REACH Educational trail system. The surrounding landscape provides visitors with an experience of the shrub-steppe and riparian ecosystems that are present at the Hanford Reach National Monument. The REACH Museum is the primary interpretive site for the natural history of the Monument.
    - To improve historic exhibit interpretation, educating visitors about the natural resources unique to the Monument because of its role in the Manhattan Project during World War II
    - Shares stories related to the Columbia River
    - The trail is open year around to the public free of charge to explore at any time
    - Supports outdoor recreation opportunities that enlighten REACH Musuem visitors

- Anticipation of increased interest in REACH outdoor exhibits due to COVID 19 restrictions
- Enhances learning and improves visitor experience as part of the REACH master plan for outdoor improvement projects
- Benefits local residents and visitors
- Provides outdoor recreation, conservation education and appreciation of historic and culturally important lands

3) REACH education programs meet the needs of children, toddlers to school-aged to learn about their community in an age-appropriate way. The REACH is committed and dedicated to providing inspiring education experiences to learners of all ages.
    - Provides meaningful and relevant education exhibits
    - Provides education and interpretive opportunities unique to our area
    - Provides hands-on interactive activities for local families and tourists
    - Ecological conservation education to learn about wildlife and experience them first hand
    - Provides a deeper understanding and appreciation of the Hanford Reach National Monument as a unique resource, with scientific, historic, and cultural value.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 26, 2021
Subject:	2021 Historic Preservation Grant for White Bluffs Quilt Museum
Presenter:	
Prepared By:	Shyanne Palmus, Communications Coordinator
Reviewed By:	Adam Fyall, Sustainable Development Manager

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

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

Summary / Background Information

The 2021 Historic Preservation Grant RFP was open September 1 – September 30, 2020 and received six (6) applications for project funding, totaling $48,026.40. The available yearly budget for the Historic Preservation Grant is $50,000. RCW 36.22.170 states that one dollar ($1) of the recording fee is placed in the Benton County Historical Preservation Fund 0157-101, to be used at the County Commissioners' discretion for promotion of historical preservation and/or programs in the County. Each year, the County calls upon a review committee to determine recommended project funding for Board of Commissioners' approval. The applications received are all being recommended for full funding award, as follows:

ORGANIZATION	PROJECT	REQUEST	AWARD
Benton City Revitalization Organization	Historical Markers/Artifact Preservation	6,000.00	6,000.00
Benton County Museum	Library, Website, & Exterior Exhibits	10,000.00	10,000.00
Desert Fiber Arts	Preservation of Historic Looms	3,936.00	3,936.00
East Benton County Historical Society	The Oral History Project	7,680.00	7,680.00
REACH Museum	Outdoor Improvement Project	3,770.00	3,770.00
White Bluffs Quilt Museum	Archival Display Cases	16,640.40	16,640.40
	TOTAL	**48,026.40**	**48,026.40**

The White Bluffs Quilt Museum is requesting $16,640.40 to purchase two (2) archival display cases, locking systems, and related accessories and shipping to adequately store and preserve their various collections. These cases are museum-grade, allowing for full 260-degree viewing while still being secured and UV protected.

Fiscal Impact

$16,640.40 from Historical Preservation Fund 0157-101

Recommendation

Staff recommends approval of this proposed project, as listed above.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVING DISBURSEMENT FROM THE HISTORICAL PRESERVATION FUND (0157-101) FOR THE WHITE BLUFFS QUILT MUSEUM ARCHIVAL DISPLAY CASES PROJECT

WHEREAS, RCW 36.22.170 states that one dollar of a document recording fee is placed in the Benton County Historical Preservation Fund 0157-101, to be used at the County Commissioners' discretion for promotion of historical preservation and/or programs in the County and the Board of Commissioners is supportive of funding historic preservation projects as solicited from qualified non-profit organizations and government entities; and

WHEREAS, the Historic Preservation Advisory Committee, established by the Board of Benton County Commissioners in 2008, has reviewed all applications; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby agrees with the Committee's recommendation, and approves funding of the White Bluffs Quilt Museum's Archival Display Cases project as described in the attached agreement, in the amount not to exceed $16,640.40; and

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners hereby authorizes the County Auditor's Office to make such payments and execute any agreements necessary for the disbursement of the aforementioned funds; and

BE IT FURTHER RESOLVED, that the Board of Benton County Commissioners hereby authorizes the Chairman of the Board to sign the attached funding agreement, per Resolution 2018-027; and

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

Dated this 26th day of January, 2021.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest .....
Clerk of the Board

Cc: Auditor; PA – Contract Compliance; White Bluffs Quilt Museum S Palmus

BENTON COUNTY HISTORIC PRESERVATION GRANT PROGRAM

THIS AGREEMENT 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 "GRANTOR"), and WHITE BLUFFS QUILT MUSEUM, a Washington nonprofit corporation, with its principal offices at 294 Torbett St, Richland, WA 99354 (hereinafter "GRANTEE").

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. EXTENT OF AGREEMENT. This Agreement contains the basic terms and conditions agreed upon by the parties. In the event of an inconsistency, the following provisions apply in order of precedence as follows: (a) this Agreement; and (b) application materials as submitted to the Historic Preservation Grant Advisory Committee.

2. RELATIONSHIP OF THE PARTIES. The GRANTEE, its agents, employees, officers, volunteers, or representatives are not employees, agents, or representatives of GRANTOR for any purpose and the employees or volunteers of GRANTEE are not entitled to any benefits GRANTOR provides for its employees. The GRANTEE will solely and entirely be responsible for the payment of federal taxes, Social Security taxes, or Labor and Industries contributions for GRANTEE. This Agreement is for the benefit of the parties; no third-party beneficiary relationships are intended.

3. USE OF GRANT FUNDS. This grant was awarded by the GRANTOR pursuant to RCW 36.22.170(1)(a) for the promotion of historical preservation and/or historical programs in Benton County. The grant of funds in the amount of sixteen thousand six-hundred forty dollars and forty cents ($16,640.40) provided by this Agreement and as outlined in the following exhibit(s), attached hereto:

   A. Exhibit "A" White Bluffs Quilt Museum Archival Display Cases

4. INDEMNIFICATION. The GRANTEE does release, indemnify, and promise to defend and save harmless GRANTOR, its elected officials, officers, employees, and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by GRANTOR, its elected officials, officers, employees, and agents in defense thereof, asserting or

arising directly or indirectly on account of or out of the performance of service pursuant to this Agreement. In making such assurances, GRANTEE specifically agrees to indemnify and hold harmless GRANTOR from any and all bodily injury claims brought by GRANTEE's agents, officers, employees or volunteers and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against GRANTOR; PROVIDED, however this paragraph does not purport to indemnify GRANTOR against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence of GRANTOR, its elected officials, officers, employees or agents.

5. MONITORING AND EVALUATION. GRANTEE agrees to cooperate and participate in GRANTOR's historic preservation grant program monitoring and evaluation process. Monitoring and evaluation procedures and/or reviews may be conducted to ensure program accountability and effective use of funds. GRANTEE may be notified in advance of any planned monitoring and/or evaluation site visits; HOWEVER, GRANTOR reserves the right to conduct on-site visits without prior notification to GRANTEE, as is deemed necessary. All books, records, documents, reports, and other data shall be subject at all reasonable times to inspection, review, and audit by GRANTOR or its designee.

6. NON-DISCRIMINATION.

   GRANTOR is an equal opportunity employer.

   GRANTEE agrees that it shall comply with all applicable federal, state, and county laws and regulations regarding non-discrimination in:

   A. Any terms or conditions of employment; and

   B. Denying any individual the opportunity to participate in any program provided by the Agreement.

7. GENERAL BUDGET PROVISIONS. Payment for services shall be made in accordance with this Agreement and the attached exhibit(s) submitted by GRANTEE.

8. TERMINATION. Unless otherwise terminated, this Agreement shall begin January 1, 2021 and shall expire December 31, 2021. If either party hereto fails to comply with the terms and conditions of this Agreement, which includes compliance

with the proposal set forth by GRANTEE in the application materials attached hereto, the other party may pursue such remedies as are legally available including, but not limited to the termination of the Agreement in the manner specified herein.

A. Termination by GRANTOR for Cause. GRANTOR may terminate this Agreement in whole or in part for a substantial and material breach thereof by GRANTEE upon ten (10) days written notice of termination, provided that GRANTOR, prior to termination, shall endeavor to work with GRANTEE to remedy such breach, unless the breach is such that immediate termination is necessary to protect the public interest. Correspondence under this subsection shall be delivered by the parties by certified mail/return receipt.

B. Termination by GRANTEE for Cause. GRANTEE may terminate this Agreement in whole or in part for a substantial and material breach thereof by GRANTOR upon ten (10) days written notice of termination.

C. Termination on Other Grounds. This Agreement may also be terminated in whole or in part by the mutual, written agreement of the parties.

D. In the event of termination of this Agreement for any reason, GRANTEE shall return the grant proceeds to GRANTOR within thirty (30) days of termination, except for that portion which is to be adequately supported by documentation evidencing expenditures allowed and provided for in this Agreement, as solely determined by GRANTOR. The GRANTEE's obligation under this section shall survive termination of this Agreement.

9. RETURN OF UNSPENT GRANT FUNDS. In the event that any of the grant funds advanced to the GRANTEE remain unspent upon expiration of this Agreement, the GRANTEE undertakes to return such funds to GRANTOR within thirty (30) days of termination of the project, within the timeframe specified in the GRANTEE's application materials. If no time frame is specified, GRANTEE shall return remaining unspent funds within one year from receipt of funds.

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12. NON-ASSIGNABILITY OF CLAIMS. No claim arising under this Agreement shall be transferred or assigned by GRANTEE.

APPLICABILITY OF LAW.

This Agreement and Exhibits are and shall be construed as being executed and delivered within the State of Washington, and it is mutually understood by each party hereto that this Agreement and Statement of Work shall be governed by the laws of the State of Washington, both as to interpretation and performance.

Venue shall be Benton County, Washington.

DATED this 26th day of January, 2021.

GRANTOR:
BENTON COUNTY

Chairman
Board of County Commissioners

Approved as to Form:

Reid Hay
Deputy Prosecuting Attorney

GRANTEE:
WHITE BLUFFS QUILT MUSEUM

Signature

Virginia Coffman
Name

President
Title

Signature

Linda Willimas
Name

Treasurer
Title

Exhibit "A"
White Bluffs Quilt Museum Archival Display Cases

Expense Category	Awarded Amount ($)
(2) Archival Museum Cases	$ 10,390.00
(2) Pneumatic Locking Systems	1,641.70
(2) Step Risers	1,175.50
Shipping and Processing	3,433.20
TOTAL	**$ 16,640.40**

SCOPE OF WORK:

These archival display cases will provide a fresh new look and feel for the White Bluffs Quilt Museum. They will provide security with a locking system that will enable the museum to take in items on loan from other textile collectors in our region while providing UV protection as well as protection from harmful chemicals that non archival display cases are made from. Our volunteers have worked hard over the past several months to provide a new look and a welcoming atmosphere for our visitors to enjoy. The purchase of these display cases will add to their pleasure.

These cases will replace an older case that is bulky, dark and cumbersome. A case made from materials that has the potential to cause damage to our textiles. We will offer our current display case to our membership and the public for their use, freeing up floor space. If there are no offers, we will offer the case to local nonprofits, delivered, for their displays.

We will assemble these cases and set up displays for immediate viewing once we are able to open to the public. Our visitors will be able to enjoy a 360 degree viewing of our collections within each case.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 26, 2021
Subject:	2021 Historic Preservation Grant for Desert Fiber Arts
Presenter:	
Prepared By:	Shyanne Palmus, Communications Coordinator
Reviewed By:	Adam Fyall, Sustainable Development Manager

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

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

Summary / Background Information

The 2021 Historic Preservation Grant RFP was open September 1 – September 30, 2020 and received six (6) applications for project funding, totaling $48,026.40. The available yearly budget for the Historic Preservation Grant is $50,000. RCW 36.22.170 states that one dollar ($1) of the recording fee is placed in the Benton County Historical Preservation Fund 0157-101, to be used at the County Commissioners' discretion for promotion of historical preservation and/or programs in the County. Each year, the County calls upon a review committee to determine recommended project funding for Board of Commissioners' approval. The applications received are all being recommended for full funding award, as follows:

ORGANIZATION	PROJECT	REQUEST	AWARD
Benton City Revitalization Organization	Historical Markers/Artifact Preservation	6,000.00	6,000.00
Benton County Museum	Library, Website, & Exterior Exhibits	10,000.00	10,000.00
Desert Fiber Arts	Preservation of Historic Looms	3,936.00	3,936.00
East Benton County Historical Society	The Oral History Project	7,680.00	7,680.00
REACH Museum	Outdoor Improvement Project	3,770.00	3,770.00
White Bluffs Quilt Museum	Archival Display Cases	16,640.40	16,640.40
	TOTAL	**48,026.40**	**48,026.40**

Desert Fiber Arts is requesting $3,936.00 for the preservation of historic looms, including various materials and educational supplies/costs.

Fiscal Impact

$3,936.00 from Historical Preservation Fund 0157-101

Recommendation

Staff recommends approval of this proposed project, as listed above.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVING DISBURSEMENT FROM THE HISTORICAL PRESERVATION FUND (0157-101) FOR THE DESERT FIBER ARTS HISTORIC LOOMS PRESERVATION PROJECT

WHEREAS, RCW 36.22.170 states that one dollar of a document recording fee is placed in the Benton County Historical Preservation Fund 0157-101, to be used at the County Commissioners' discretion for promotion of historical preservation and/or programs in the County and the Board of Commissioners is supportive of funding historic preservation projects as solicited from qualified non-profit organizations and government entities; and

WHEREAS, the Historic Preservation Advisory Committee, established by the Board of Benton County Commissioners in 2008, has reviewed all applications; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby agrees with the Committee's recommendation, and approves funding of the Desert Fiber Arts Historic Looms Preservation project as described in the attached agreement, in the amount not to exceed $3,936.00; and

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners hereby authorizes the County Auditor's Office to make such payments and execute any agreements necessary for the disbursement of the aforementioned funds; and

BE IT FURTHER RESOLVED, that the Board of Benton County Commissioners hereby authorizes the Chairman of the Board to sign the attached funding agreement, per Resolution 2018-027; and

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

Dated this 26th day of January, 2021.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest .....
Clerk of the Board

Cc: Auditor; PA – Contract Compliance; Desert Fiber Arts S Palmus

BENTON COUNTY HISTORIC PRESERVATION GRANT PROGRAM

THIS AGREEMENT 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 "GRANTOR"), and DESERT FIBER ARTS, a Washington nonprofit corporation, with its principal offices at 101 S Union Street, Kennewick, WA 99336 (hereinafter "GRANTEE").

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. EXTENT OF AGREEMENT. This Agreement contains the basic terms and conditions agreed upon by the parties. In the event of an inconsistency, the following provisions apply in order of precedence as follows: (a) this Agreement; and (b) application materials as submitted to the Historic Preservation Grant Advisory Committee.

2. RELATIONSHIP OF THE PARTIES. The GRANTEE, its agents, employees, officers, volunteers, or representatives are not employees, agents, or representatives of GRANTOR for any purpose and the employees or volunteers of GRANTEE are not entitled to any benefits GRANTOR provides for its employees. The GRANTEE will solely and entirely be responsible for the payment of federal taxes, Social Security taxes, or Labor and Industries contributions for GRANTEE. This Agreement is for the benefit of the parties; no third-party beneficiary relationships are intended.

3. USE OF GRANT FUNDS. This grant was awarded by the GRANTOR pursuant to RCW 36.22.170(1)(a) for the promotion of historical preservation and/or historical programs in Benton County. The grant of funds in the amount of three thousand nine-hundred thirty-six dollars and zero cents ($3,936.00) provided by this Agreement and as outlined in the following exhibit(s), attached hereto:

   A. Exhibit "A" Preservation of Historic Looms

4. INDEMNIFICATION. The GRANTEE does release, indemnify, and promise to defend and save harmless GRANTOR, its elected officials, officers, employees, and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by GRANTOR, its elected officials, officers, employees, and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the

performance of service pursuant to this Agreement. In making such assurances, GRANTEE specifically agrees to indemnify and hold harmless GRANTOR from any and all bodily injury claims brought by GRANTEE's agents, officers, employees or volunteers and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against GRANTOR; PROVIDED, however this paragraph does not purport to indemnify GRANTOR against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence of GRANTOR, its elected officials, officers, employees or agents.

5. MONITORING AND EVALUATION. GRANTEE agrees to cooperate and participate in GRANTOR's historic preservation grant program monitoring and evaluation process. Monitoring and evaluation procedures and/or reviews may be conducted to ensure program accountability and effective use of funds. GRANTEE may be notified in advance of any planned monitoring and/or evaluation site visits; HOWEVER, GRANTOR reserves the right to conduct on-site visits without prior notification to GRANTEE, as is deemed necessary. All books, records, documents, reports, and other data shall be subject at all reasonable times to inspection, review, and audit by GRANTOR or its designee.

6. NON-DISCRIMINATION.

   GRANTOR is an equal opportunity employer.

   GRANTEE agrees that it shall comply with all applicable federal, state, and county laws and regulations regarding non-discrimination in:

   A. Any terms or conditions of employment; and

   B. Denying any individual the opportunity to participate in any program provided by the Agreement.

7. GENERAL BUDGET PROVISIONS. Payment for services shall be made in accordance with this Agreement and the attached exhibit(s) submitted by GRANTEE.

8. TERMINATION. Unless otherwise terminated, this Agreement shall begin January 1, 2021 and shall expire December 31, 2021. If either party hereto fails to comply with the terms and conditions of this Agreement, which includes compliance with the proposal set forth by GRANTEE in the application

materials attached hereto, the other party may pursue such remedies as are legally available including, but not limited to the termination of the Agreement in the manner specified herein.

A. Termination by GRANTOR for Cause. GRANTOR may terminate this Agreement in whole or in part for a substantial and material breach thereof by GRANTEE upon ten (10) days written notice of termination, provided that GRANTOR, prior to termination, shall endeavor to work with GRANTEE to remedy such breach, unless the breach is such that immediate termination is necessary to protect the public interest. Correspondence under this subsection shall be delivered by the parties by certified mail/return receipt.

B. Termination by GRANTEE for Cause. GRANTEE may terminate this Agreement in whole or in part for a substantial and material breach thereof by GRANTOR upon ten (10) days written notice of termination.

C. Termination on Other Grounds. This Agreement may also be terminated in whole or in part by the mutual, written agreement of the parties.

D. In the event of termination of this Agreement for any reason, GRANTEE shall return the grant proceeds to GRANTOR within thirty (30) days of termination, except for that portion which is to be adequately supported by documentation evidencing expenditures allowed and provided for in this Agreement, as solely determined by GRANTOR. The GRANTEE's obligation under this section shall survive termination of this Agreement.

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10. MODIFICATION. Either party may request changes to this Agreement, however, no changes or amendments to this Agreement shall be valid and binding unless such change or amendment is in writing and executed by both parties.

11. CLOSE-OUT. Following completion of the terms of this Agreement, or in the event that this Agreement is terminated in whole or in part for any reason other than completion of this Agreement, GRANTEE shall submit within ninety (90) days after the date of expiration of this Agreement, all financial, performance, and other reports required by each Statement of Work, including pertinent receipts and invoices, and will cooperate in any program audit initiated by GRANTEE or its designee.

12. NON-ASSIGNABILITY OF CLAIMS. No claim arising under this Agreement shall be transferred or assigned by GRANTEE.

APPLICABILITY OF LAW.

This Agreement and Exhibits are and shall be construed as being executed and delivered within the State of Washington, and it is mutually understood by each party hereto that this Agreement and Statement of Work shall be governed by the laws of the State of Washington, both as to interpretation and performance.

Venue shall be Benton County, Washington.

DATED this 26th day of January, 2021.

GRANTOR:
BENTON COUNTY

Chairman
Board of County Commissioners

Approved as to Form:

Reid Hay
Deputy Prosecuting Attorney

GRANTEE:
DESERT FIBER ARTS

Signature

Marion Halupczok
Name

President
Title

Exhibit A
Preservation of Historic Looms
Desert Fiber Arts
P.O. Box 1004
Richland, WA 99352

Expense Category	Awarded Amount
Materials for preserving looms	160.00
HEPA Filter System	1777.00
Bar Code Reader/printer/computer	799.00
Marketing/Learning Channel/Print Media	1200.00
Total	3936.00

Scope of Work:
Desert Fiber Arts (DFA) has been serving Benton and Franklin County for 46 years. DFA has a large collection of historic looms, and an extensive library. In keeping with our mission, preserving these treasures and making them available to members, students and the general public is the purpose of this grant request. Web site enhancement, premiering our "Learning Channel", development of loom cleaning and preservation procedures, library and equipment bar codes and proper air filtration are in this grant request.
1. This grant will enable DFA to physically repair, clean and preserve a collection of historic looms.
2. Installing an air purifier to eliminate mold, and pollen filtration system will preserve the library and textiles.
3. Updating the web site, preserving programs and making them available to the public, through a "Learning Channel" will insure that skills, techniques, classes and history will continue to be shared. The preservation of our library, documents, training programs, materials and equipment are paramount. Maintaining these items, insuring that they are available to the community, in the primary purpose of this program.

Thank you,
Marion Halupczok
President, Desert Fiber Arts

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 26, 2021
Subject:	2021 Historic Preservation Grant for Benton City Revitalization Organization
Presenter:	
Prepared By:	Shyanne Palmus, Communications Coordinator
Reviewed By:	Adam Fyall, Sustainable Development Manager

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

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

Summary / Background Information

The 2021 Historic Preservation Grant RFP was open September 1 – September 30, 2020 and received six (6) applications for project funding, totaling $48,026.40. The available yearly budget for the Historic Preservation Grant is $50,000. RCW 36.22.170 states that one dollar ($1) of the recording fee is placed in the Benton County Historical Preservation Fund 0157-101, to be used at the County Commissioners' discretion for promotion of historical preservation and/or programs in the County. Each year, the County calls upon a review committee to determine recommended project funding for Board of Commissioners' approval. The applications received are all being recommended for full funding award, as follows:

ORGANIZATION	PROJECT	REQUEST	AWARD
Benton City Revitalization Organization	Historical Markers/Artifact Preservation	6,000.00	6,000.00
Benton County Museum	Library, Website, & Exterior Exhibits	10,000.00	10,000.00
Desert Fiber Arts	Preservation of Historic Looms	3,936.00	3,936.00
East Benton County Historical Society	The Oral History Project	7,680.00	7,680.00
REACH Museum	Outdoor Improvement Project	3,770.00	3,770.00
White Bluffs Quilt Museum	Archival Display Cases	16,640.40	16,640.40
	TOTAL	**48,026.40**	**48,026.40**

The Benton City Revitalization Organization is requesting $6,000.00 to purchase and install historical markers and artifacts on and around the current walking and bike trail in Benton City to preserve, promote, and expand knowledge of the agriculture and irrigation history of Benton City and Benton County.

Fiscal Impact

$6,000.00 from Historical Preservation Fund 0157-101

Recommendation

Staff recommends approval of this proposed project, as listed above.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVING DISBURSEMENT FROM THE HISTORICAL PRESERVATION FUND (0157-101) FOR THE BENTON CITY REVITALIZATION ORGANIZATION'S WALKING AND BIKE TRAIL HISTORICAL MARKERS PROJECT

WHEREAS, RCW 36.22.170 states that one dollar of a document recording fee is placed in the Benton County Historical Preservation Fund 0157-101, to be used at the County Commissioners' discretion for promotion of historical preservation and/or programs in the County and the Board of Commissioners is supportive of funding historic preservation projects as solicited from qualified non-profit organizations and government entities; and

WHEREAS, the Historic Preservation Advisory Committee, established by the Board of Benton County Commissioners in 2008, has reviewed all applications; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby agrees with the Committee's recommendation, and approves funding of the Benton City Revitalization Organization's Walking and Bike Trail Historical Markers project as described in the attached agreement, in the amount not to exceed $6,000.00; and

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners hereby authorizes the County Auditor's Office to make such payments and execute any agreements necessary for the disbursement of the aforementioned funds; and

BE IT FURTHER RESOLVED, that the Board of Benton County Commissioners hereby authorizes the Chairman of the Board to sign the attached funding agreement, per Resolution 2018-027; and

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

Dated this 26th day of January, 2021.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest .....
Clerk of the Board

Cc: Auditor; PA – Contract Compliance; Benton City Revitalization Organization S Palmus

BENTON COUNTY HISTORIC PRESERVATION GRANT PROGRAM

THIS AGREEMENT 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 "GRANTOR"), and BENTON CITY REVITALIZATION ORGANIZATION, a Washington nonprofit corporation, with its principal offices at 901 Angeline Blvd, Benton City, WA 99320-5587 (hereinafter "GRANTEE").

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. EXTENT OF AGREEMENT. This Agreement contains the basic terms and conditions agreed upon by the parties. In the event of an inconsistency, the following provisions apply in order of precedence as follows: (a) this Agreement; and (b) application materials as submitted to the Historic Preservation Grant Advisory Committee.

2. RELATIONSHIP OF THE PARTIES. The GRANTEE, its agents, employees, officers, volunteers, or representatives are not employees, agents, or representatives of GRANTOR for any purpose and the employees or volunteers of GRANTEE are not entitled to any benefits GRANTOR provides for its employees. The GRANTEE will solely and entirely be responsible for the payment of federal taxes, Social Security taxes, or Labor and Industries contributions for GRANTEE. This Agreement is for the benefit of the parties; no third-party beneficiary relationships are intended.

3. USE OF GRANT FUNDS. This grant was awarded by the GRANTOR pursuant to RCW 36.22.170(1)(a) for the promotion of historical preservation and/or historical programs in Benton County. The grant of funds in the amount of six thousand dollars and zero cents ($6,000.00) provided by this Agreement and as outlined in the following exhibit(s), attached hereto:

   A. Exhibit "A" Benton City Self-Guided Walking & Bike Trail Historical Markers/Artifact Preservation Phase 1

4. INDEMNIFICATION. The GRANTEE does release, indemnify, and promise to defend and save harmless GRANTOR, its elected officials, officers, employees, and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by GRANTOR, its elected officials, officers, employees, and agents in defense thereof, asserting or

arising directly or indirectly on account of or out of the performance of service pursuant to this Agreement. In making such assurances, GRANTEE specifically agrees to indemnify and hold harmless GRANTOR from any and all bodily injury claims brought by GRANTEE's agents, officers, employees or volunteers and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against GRANTOR; PROVIDED, however this paragraph does not purport to indemnify GRANTOR against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence of GRANTOR, its elected officials, officers, employees or agents.

5. MONITORING AND EVALUATION. GRANTEE agrees to cooperate and participate in GRANTOR's historic preservation grant program monitoring and evaluation process. Monitoring and evaluation procedures and/or reviews may be conducted to ensure program accountability and effective use of funds. GRANTEE may be notified in advance of any planned monitoring and/or evaluation site visits; HOWEVER, GRANTOR reserves the right to conduct on-site visits without prior notification to GRANTEE, as is deemed necessary. All books, records, documents, reports, and other data shall be subject at all reasonable times to inspection, review, and audit by GRANTOR or its designee.

6. NON-DISCRIMINATION.

   GRANTOR is an equal opportunity employer.

   GRANTEE agrees that it shall comply with all applicable federal, state, and county laws and regulations regarding non-discrimination in:

   A. Any terms or conditions of employment; and

   B. Denying any individual the opportunity to participate in any program provided by the Agreement.

7. GENERAL BUDGET PROVISIONS. Payment for services shall be made in accordance with this Agreement and the attached exhibit(s) submitted by GRANTEE.

8. TERMINATION. Unless otherwise terminated, this Agreement shall begin January 1, 2021 and shall expire December 31, 2021. If either party hereto fails to comply with the terms and conditions of this Agreement, which includes compliance

with the proposal set forth by GRANTEE in the application materials attached hereto, the other party may pursue such remedies as are legally available including, but not limited to the termination of the Agreement in the manner specified herein.

A. Termination by GRANTOR for Cause. GRANTOR may terminate this Agreement in whole or in part for a substantial and material breach thereof by GRANTEE upon ten (10) days written notice of termination, provided that GRANTOR, prior to termination, shall endeavor to work with GRANTEE to remedy such breach, unless the breach is such that immediate termination is necessary to protect the public interest. Correspondence under this subsection shall be delivered by the parties by certified mail/return receipt.

B. Termination by GRANTEE for Cause. GRANTEE may terminate this Agreement in whole or in part for a substantial and material breach thereof by GRANTOR upon ten (10) days written notice of termination.

C. Termination on Other Grounds. This Agreement may also be terminated in whole or in part by the mutual, written agreement of the parties.

D. In the event of termination of this Agreement for any reason, GRANTEE shall return the grant proceeds to GRANTOR within thirty (30) days of termination, except for that portion which is to be adequately supported by documentation evidencing expenditures allowed and provided for in this Agreement, as solely determined by GRANTOR. The GRANTEE's obligation under this section shall survive termination of this Agreement.

9. RETURN OF UNSPENT GRANT FUNDS. In the event that any of the grant funds advanced to the GRANTEE remain unspent upon expiration of this Agreement, the GRANTEE undertakes to return such funds to GRANTOR within thirty (30) days of termination of the project, within the timeframe specified in the GRANTEE's application materials. If no time frame is specified, GRANTEE shall return remaining unspent funds within one year from receipt of funds.

10. MODIFICATION. Either party may request changes to this Agreement, however, no changes or amendments to this Agreement shall be valid and binding unless such change or amendment is in writing and executed by both parties.

11. CLOSE-OUT. Following completion of the terms of this Agreement, or in the event that this Agreement is terminated in whole or in part for any reason other than completion of this Agreement, GRANTEE shall submit within ninety (90) days after the date of expiration of this Agreement, all financial, performance, and other reports required by each Statement of Work, including pertinent receipts and invoices, and will cooperate in any program audit initiated by GRANTEE or its designee.

12. NON-ASSIGNABILITY OF CLAIMS. No claim arising under this Agreement shall be transferred or assigned by GRANTEE.

APPLICABILITY OF LAW.

This Agreement and Exhibits are and shall be construed as being executed and delivered within the State of Washington, and it is mutually understood by each party hereto that this Agreement and Statement of Work shall be governed by the laws of the State of Washington, both as to interpretation and performance.

Venue shall be Benton County, Washington.

DATED this 26th day of January, 2021.

GRANTOR:
BENTON COUNTY

Chairman
Board of County Commissioners

Approved as to Form:

Reid Hay
Deputy Prosecuting Attorney

GRANTEE:
BENTON CITY REVITALIZATION ORGANIZATION

Signature

Sarah Funk
Name

Secretary-Treasurer
Title

Exhibit "A"
Benton City Self-Guided Walking & Bike Trail
Historical Markers/Artifact Preservation Phase 1

Expense Category	Awarded Amount ($)
Materials & Supplies (approximately 80%)	4,800.00
Labor (approximately 20%)	1,200.00
TOTAL	6,000.00

NOTE: The caveat we have added is realistically materials and labor tend to be a 50/50 allocation for these types of projects. We intend to have community support/donated time to advance the project.

SCOPE OF WORK:

The Benton City Revitalization Organization (BCRO) seeks the betterment of Benton City, Washington, including the beautification of the historic downtown and the betterment and revitalization of the community as a whole.

This project will install multiple Historical Markers on and around the current Walking & Bike Trail to preserve, promote and expand knowledge of the agriculture and irrigation History of Benton City & Benton County.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0000101, DEPARTMENT NUMBER 107.

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

Dated this _____ day of January , 2021

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Comnrs-flores, Auditor (A. Coverdell)

M. Flores

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Commissioners Dept Nbr: 107

Fund Name: Current Expense Fund Nbr: 0000101

TRANSFER FROM: TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
513.100	3201	Vehicle Fuel	$150	511.600	9802	ER&R Vehicle Maint. Cost	$150
TOTAL			$150	TOTAL			$150

Explanation:

For 2019/2020 Budget: Transfer needed to pay for vehicle maintenance services not originally included in the budget.

Prepared by: Marilu Flores Date: 14-Jan-2021

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	1/26/2021
Subject:	Re-Appt of Kevin Christensen to the Benton County Mosquito Control Board
Presenter:	--
Prepared By:	P. Brown
Reviewed By:	M. Flores

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

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

Summary / Background Information

The Commissioners' Office was notified that the two-year term of Kevin Christensen expired on December 31, 2020 to the Benton County Mosquito Control Board, representing District 1. Mr. Christensen has expressed an interest in serving an additional two-year term and the Mosquito District is recommending Mr. Christensen's re-appointment.

Fiscal Impact

--

Recommendation

That the Commissioners consider reappointing Mr. Kevin Christensen for an additional two-year term to the Benton County Mosquito Control Board, representing District 1; said term expiring December 31, 2020.

Suggested Motion

On Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF REAPPOINTMENT OF KEVIN CHRISTENSEN TO THE BENTON COUNTY MOSQUITO CONTROL BOARD

WHEREAS, the two-year term for Mr. Kevin Christensen will expire on December 31, 2020; and

WHEREAS, Mr. Christensen has expressed an interest to be reappointed for an additional two-year term; and

WHEREAS, the Mosquito Control District desires to have Mr. Kevin Christensen be appointed for an additional term to the Benton County Mosquito Control Board representing Benton County Commissioner District No. 1; **NOW, THEREFORE,**

BE IT RESOLVED that Kevin Christensen is hereby reappointed to the Benton County Mosquito Control Board, said term ending on December 31, 2022.

Dated this ..... day of ....., 20 ....

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: .....
Clerk of the Board

cc: Mosquito Control Board; file

P. Brown

Benton County Mosquito Control District

January 15, 2021

Commissioner Jerome Delvin
Benton County Commissioner District #1
P.O. Box 190
620 Market Street
Prosser, WA 99350

SUBJECT: Mosquito Control Board Position

Dear Commissioner Delvin,

I am writing to inform you that the two-year term of Mr. Kevin Christensen as a trustee on the Benton County Mosquito Control Board will expired on December 31, 2020. Mr. Christensen has expressed interest in serving another two-year term.

Mr. Christensen has been a valuable asset to the district during his term. Please consider reappointing him for another term ending December 31, 2022. We would appreciate written notification of the appointment as soon as possible.

Please feel free to contact my office by phone at (509) 967-2414 or by email Angela@MosquitoControl.org if you have any questions. Thank you for your attention to this matter.

Sincerely,

Angela Beehler
District Manager

Angela Beehler; District Manager
4951 W. Van Giesen Street
West Richland, WA 99353

Phone: (509) 967-2414
Fax: (509) 967-2490
www.MosquitoControl.org

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0000101, DEPARTMENT NUMBER 110.

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

Dated this 26th day of January , 2021

Chairman of the Board

Member

Member

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

Attest:

Clerk of the Board

cc: Dept., Auditor

C. McKenzie

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Facilities

Dept Nbr: 110

Fund Name: Current Expense

Fund Nbr: 0000101

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
518-301	9169	Road Fund Services	$23,000	518-301	4125	Janitorial Services	$23,000
523-500	9150	Capital Fund Services	$43,000	523-500	4701	Utilities	$43,000
TOTAL			$66,000	TOTAL			$66,000

Explanation:

2019-2020 Budget - transfer unexpended interfund payments to janitorial services and utilities.

Prepared by: Cami McKenzie

Date: 06-Jan-2021

Approved ❑

Denied ❑

Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 26, 2020
Subject:	Contract w/ Top Tree Service, LLC for Fairgrounds Tree Removal
Presenter:	N/A
Prepared By:	Paul Schut
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 (1st)	☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2nd)	☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction	☐ Pass Ordinance
	☐ Sign Letter/Document	☒ Execute Contract

Summary / Background Information

The Benton County Fairgrounds has two trees near Building 9 that have gotten to the point where it could potentially affect the nearby building's structural integrity. The Facilities staff determined the best approach was to have the two trees removed completely.

On November 19, 2020, the Facilities Manager received the following quotes to remove the two trees.

- Top Tree Service, LLC. – $2,950.00
- Boyd's Tree Service LLC. – $3,250.00
- Superior Tree Service – $4,195.00

After reviewing the quotes in detail, it was determined that Top Tree Service was the lowest responsible bidder.

Fiscal Impact

Amount: $2,950.00 plus WSST

Fund: Fund # 0124-101 - Fairgrounds

Recommendation

It is recommended by the Facilities Manager that the Board concur and award the contract to Top Tree Service, LLC and authorize the Chairman to sign the contract.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AWARDING A CONTRACT TO TOP TREE SERVICE, LLC., RICHLAND, WASHINGTON FOR FAIRGROUNDS TREE REMOVAL PROJECT AND AUTHORIZING THE CHAIRMAN TO SIGN SAID CONTRACT

WHEREAS, on November 19, 2020, the Facilities Manager received the following quotes for the removal of two trees at the Benton County Fairgrounds

Top Tree Service, LLC (TOPTRTS91DD) Richland, WA	$ 2,950.00
Boyd's Tree Service, LLC. (BOYDSTS909LB) Kennewick, WA	$ 3,250.00
Superior Tree Service INC. (SUPERTS972CF) Pasco, WA	$ 4,195.00

WHEREAS, the Facilities Manager reviewed the quotes for completeness and recommends awarding the said project to Top Tree Service, LLC., Richland, WA as the lowest responsible bidder; and

WHEREAS, a contract has been prepared, and reviewed and approved as to form by the departmental assigned Deputy Prosecuting Attorney from the Civil Division, and has been executed by Top Tree Service, LLC.; and

WHEREAS, the Facilities Manager recommends the Chairman sign said contract; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners concurs with the Facilities Manager's recommendation and awards the Fairgrounds Tree Removal Project to Top Tree Service, LLC. in the amount not to exceed $2,950.00 excluding WSST; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman of the Board of County Commissioners to sign on behalf of Benton County said contract to Top Tree Service, LLC.; and

BE IT FURTHER RESOLVED, the contract shall begin on the date last signed and shall expire on February 28, 2021.

Dated this 26th day of January 2021.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Orig.: Facilities P. Schut

BENTON COUNTY
PUBLIC WORKS 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 **Top Tree Service, LLC**, a corporation organized under the laws of the State of Washington with its principal offices at 6105 W Van Giesen St, Richland, WA 99353 (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 - Quote;
b. Exhibit B - Prevailing Wage Information; and

2. DURATION OF CONTRACT

The term of this Contract shall begin upon execution by both parties and shall expire on February 28, 2021. 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 remove two Sycamore trees by Building 9 and grind the stumps to 6 inches in depth. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Quote", which is attached hereto and incorporated herein by reference.

b. In the event that the requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with the other contractor. In the event that the requested work requires, under State or local law, the

issuance of a building or other permit, CONTRACTOR shall be responsible for procuring such permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur.

c. Upon completion of services, CONTRACTOR shall ensure that a completed work order, detailing the work done, the time expended, and the parts used, is remitted to the COUNTY's Contract Representative, or his or her designee, prior to the CONTRACTOR leaving the work site.

d. The COUNTY does not guarantee utilization of the "As needed Service" portion this contract. The COUNTY may award contracts to other vendors for similar products or services. Actual utilization will be based on availability, proximity of vendor facilities, frequency of deliveries, or any other factor deemed important to the COUNTY.

d. 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.

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

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

g. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the 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:	Ryan Hone
Address:	6105 W Van Giesen St Richland, WA 99353
Phone:	509-545-6940
Email:	ryan@toptreellc.com

b. For COUNTY:

Name:	Jeff Jones
Address:	7122 W Okanogan Place; Building A Kennewick, WA 99337
Phone:	509-736-3080
Email:	Thomas.Jones@co.benton.wa.us

5. COMPENSATION

a. For the services performed under this Contract, the CONTRACTOR shall be paid a flat rate fee of Two thousand nine hundred fifty dollars and zero cents ($2,950.00) excluding Washington State Sales Tax (W.S.S.T)

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed Two thousand nine hundred fifty dollars and zero cents ($2,950.00), excluding W.S.S.T. The CONTRACTOR shall monitor its cumulative total accounts receivables to ensure that it will not do work in excess of the maximum total amount payable set forth in this section and that its total billings will not exceed the maximum total amount payable. The CONTRACTOR shall inform the COUNTY promptly in writing if the CONTRACTOR's cumulative accounts receivable attributable to the COUNTY, pursuant to this Contract, reaches eighty percent (80%) of the maximum total amount payable so that budgeting and approval of additional amounts may be obtained (if appropriate). Any dollar amount above the maximum total amount payable will only be approved with an amendment to this Contract.

c. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages via https://secureaccess.wa.gov/ and then forward a copy of the statement to COUNTY'S Contract Representative. At the completion of all work contemplated by this Contract, or at the end of the contract term, whichever comes first, CONTRACTOR shall submit an Affidavit of Wages Paid via

https://secureaccess.wa.gov/ and then forward a copy of the affidavit to COUNTY'S Contract Representative. No final payment will be made until the affidavit is provided. COUNTY requires that all Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid be filed electronically with https://secureaccess.wa.gov/.

d. The CONTRACTOR may invoice the COUNTY for filing fees paid to the Washington State Department of Labor and Industries for filing one Statement of Intent to Pay Prevailing Wages per year and one Affidavit of Wages Paid per site visit when billable work is performed.

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

6. INVOICING

a. The CONTRACTOR may submit invoices to the COUNTY for services that have been performed as they are performed, but shall not submit invoices more than once per calendar month. Such invoices shall detail the work done, the personnel involved, and the date of service and shall also reference the work order provided to COUNTY as required in Section 3.c. of this Contract.

b. Before or at the time that the CONTRACTOR submits its first invoice, the CONTRACTOR and any subcontractors and sub-subcontractors employed by the CONTRACTOR for the work contemplated by this Contract shall submit a Statement of Intent to Pay Prevailing Wages via https://secureaccess.wa.gov and then forward a copy of the statement to the COUNTY's Contract Representative.

c. The CONTRACTOR shall not be paid for work rendered under this Contract until all required parties have executed and submitted a Statement of Intent to Pay Prevailing Wages in accordance with this section and the work has been performed to the satisfaction of the COUNTY. The COUNTY shall only be liable to pay for invoiced amounts that are detailed and supported as described in this section. The COUNTY shall authorize payment when the work billed is accepted by the COUNTY and will remit payment for the accepted work, less any retainage or other legally withheld funds, within thirty (30) days after receiving the invoice.

d. For each invoiced and approved payment due to the CONTRACTOR

under this section, the COUNTY shall withhold from the earned portion of the payment (*i.e.* that portion excluding sales tax or other tax) five percent (5%) as a contract retainage, pursuant to RCW 60.28.011 and in accordance with chapter 60.28 RCW. Within ten (10) days following the execution of this Contract, the CONTRACTOR shall submit written notice to the COUNTY stating the method it has elected pursuant to RCW 60.28.011(4) for the holding of moneys retained by the COUNTY. If such written election is not received by the COUNTY, then the COUNTY may choose any method allowed by RCW 60.28.011(4)(a)-(c) for holding the retained moneys.

7. 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.

8. 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. In the event of the concurrent negligence of the CONTRACTOR or its

subcontractors, employees, or agents and the COUNTY or its employees or agents this indemnification obligation of the CONTRACTOR shall be valid and enforceable only to the extent of the negligence of the CONTRACTOR and its subcontractors, employees, and agents.

b. In any and all claims against the COUNTY or its officers, officials, employees, or agents by any employee of the CONTRACTOR, 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 8 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. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into this Contract, are reflected in the CONTRACTOR's compensation, and have been mutually negotiated by the parties.

9. 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, which may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

   $2,000,000 General Aggregate

$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 any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 8. 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 auto (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 that 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 and its elected and

appointed officers, officials, employees, and 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 canceled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY or its elected and appointed officials, employees, or 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 9 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 at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

10. PERFORMANCE AND PAYMENT BONDS

The CONTRACTOR shall furnish Benton County with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to Benton County, in an amount equal to one hundred percent (100%) of the contract sum as security for the performance by the contractor of this Contract and payment of all the persons performing labor and supplying materials pursuant to this Contract. PROVIDED that the CONTRACTOR may elect, in lieu of the bonds, to allow the COUNTY to retain ten percent (10%) of the contract amount either for a period of thirty (30) days after the date of final acceptance, or until all necessary releases from the Washington State Department of Revenue, the Washington State Department of Labor and Industries, and the Employment Security Department have been received and any liens filed under chapter 60.28 RCW have been settled, whichever is later. Proof of the performance and payment bonds, or written notification of the CONTRACTOR'S desire to elect the alternative to the bonds (described above), must be received by COUNTY within ten (10) days following the execution 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 for the performance of work under this Contract by federal, state, or local law that is 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. 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.

14. CHOICE OF LAW AND JURISDICTION

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.

15. SUCCESSORS AND ASSIGNS

The COUNTY, to the extent permitted by law, and the CONTRACTOR

each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

16. 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 actual costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 6, Invoicing. Nothing in this Section shall limit the rights of the COUNTY pursuant to this Contract or by law.

17. COMPLIANCE WITH LAWS AND PREVAILING WAGES

The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Contract, including, but not limited to, prevailing wage laws. Specifically, at a minimum, the prevailing wages set out in Exhibit B, which is attached hereto and incorporated herein by reference, shall be paid to all employees, agents, subcontractors, and sub-subcontractors who do any work for the CONTRACTOR on this project. The CONTRACTOR shall ensure that all subcontractors or sub-subcontractors sign an agreement to pay these same wages and that the signed agreement is submitted to the COUNTY prior to subcontractor commencing any work on the project. This schedule of prevailing wages is duplicated from the Washington State Department of Labor and Industries website, it is provided for informational purposes only, and the COUNTY takes no responsibility for any inaccuracies or ambiguities contained therein. If CONTRACTOR believes the schedule contains any such ambiguities or inaccuracies, then the CONTRACTOR is responsible for contacting the Washington State Department of Labor and Industries directly to resolve them. Perceived inaccuracies or ambiguities in the schedule shall not relieve CONTRACTOR from its obligation pursuant to this Contract and relevant law to pay prevailing wages.

18. NONDISCRIMINATION

The CONTRACTOR and its assignees, delegates, and subcontractors

shall not discriminate against any person in the performance of any of their obligations hereunder on the basis of race, religion, color, national origin, sex, age, honorably discharged veteran or military status, sexual orientation, marital status, or the presence of any sensory, mental, or physical disability.

19. DISPUTES

Disputes over the CONTRACTOR's performance shall be promptly addressed in writing by the aggrieved party 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.

20. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

The CONTRACTOR shall perform the services under 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 written consent of the COUNTY.However, subcontracting is allowed for Parking Lot Cleaning, Side Walk Cleaning, and Brush Mowing Services Only.

21. 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.

22. 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 Section 4 of this Contract. Notice may also be given by e-mail, using the e-mail addresses set forth in Section 4 of this Contract, with the original to follow by regular mail. Notice shall be deemed effective 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.

23. 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.

24. 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 regarding the work performed under 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 any regularly scheduled purge schedule.

25. 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 which will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

26. 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, provisions for: indemnification; insurance; non-waiver; inspection of books and records; choice of law; compliance with laws; litigation hold; and the Public Records Act.

27. 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.

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

Date: _____

BENTON COUNTY

Chairman
Benton County Board of County Commissioners

Approved as to Form:

Civil Deputy Prosecuting Attorney

Date: 1/4/21

TOP TREE SERVICE, LLC

Signature

President

Title:

Ryan Hone

PRINTED NAME

PROPOSAL

November 19, 2020

www.toptreellc.com
Email: ryan@toptreellc.com

Job Name: Benton County Fairgrounds 20201119

Customer Name: Benton County Fairgrounds

Address: 1500 S. Oak St. Building 20

City, State & Zip: Kennewick, WA 99336

Phone: 509-783-1310 Ext 3943 **Phone:** 509-222-3751 Don

Email: paul.schut@co.benton.wa.us

Billing Address: 1500 S. Oak St. Building 20

City, State & Zip: Kennewick, WA 99336

Salesperson: Ryan Hone

Top Quality Service at an Affordable Price!
WA. LLC #TOPTRTS911 DD
6105 W. Van Giesen St.
West Richland, Wa 99353
509-943-7032

Location	Quantity	Item	Description	Amount
Back	2	Sycamore	**Removal** Tree Removal-By the south bathrooms • Chip and Clean up • Haul wood • Grind the stumps	**$2,950.00**
Back	2	Stumps	**Stump Grinding** Stump Grinding • Grind to 6" depth unless otherwise noted • No Root grinding • No chip clean up	**$0.00**

Notes:

Date: _____

Customer: _____

Subtotal:	$2,950.00
Tax:	$253.70
Total:	$3,203.70

Terms: A 20% non-refundable deposit is due upon acceptance.
Balance due upon completion of work.
A cancellation fee of 20% will be assessed, unless we receive notice of cancellation at least 3 business days prior to any scheduled work.
Customer is responsible for all permits unless otherwise noted.
Signature or verbal acceptance indicates you have agreed to all conditions of this contract.

Stump Grinding: Contractor is not responsible for any damage to underground utilities or irrigation that is not exposed or otherwise marked.
Stump grinding does not include removal of grindings unless otherwise noted.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	1/26/2021
Subject:	2021 Sheriff's Office/Corrections Department Clerical CBA
Presenter:	L. Wingfield
Prepared By:	L. Wingfield
Reviewed By:	

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

Type of Agenda Item:

- ☒ Consent Agenda
- ☐ Public Hearing
- ☐ Scheduled Business

Type of Action Needed: *(Multiple boxes can be checked, if necessary)*

- ☐ Discussion Only
- ☐ Decision / Direction
- ☐ Sign Letter / Document
- ☐ Pass Motion
- ☒ Pass Resolution
- ☐ Pass Ordinance
- ☒ Execute Contract

Summary / Background Information

The Benton County negotiating team has successfully negotiated the 2021 CBA with Teamsters, representing Sheriff's Office/Corrections Department Clerical employees.

Fiscal Impact

No supplement required

Recommendation

Recommend the Board of Benton County Commissioners sign the Resolution and the 2021 Agreement between Benton County and Teamsters Local 839, representing Sheriff's Office/Corrections Department Clerical employees.

Suggested Motion

On consent agenda

cc: HR, Auditor, Hallstrom, Corrections, Sheriff's Office

Prepared by: L. Wingfield

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE 2021 AGREEMENT BETWEEN BENTON COUNTY AND TEAMSTERS LOCAL 839, REPRESENTING SHERIFF'S OFFICE/CORRECTION DEPARTMENT CLERICAL EMPLOYEES.

WHEREAS, negotiators for Benton County have negotiated and reached an agreement with Teamsters Local 839, representing Sheriff's Office/Corrections Department Clerical employees, for the 2021 Collective Bargaining Agreement; **THEREFORE**,

BE IT RESOLVED, the Benton County Commissioners approve the 2021 Collective Bargaining Agreement between Benton County and Teamsters Local 839, representing Sheriff's Office/Corrections Department Clerical employees as negotiated and are authorized to sign the same; and

BE IT FURTHER RESOLVED, that the agreement is effective January 1, 2021, except as otherwise provided, and shall remain in effect until December 31, 2021.

Dated this_____ day of _____, 2021.

_____

Chairman of the Board

_____

Member

_____

Member

Constituting the Board of Commissioners

of Benton County, Washington

Attest.....

Clerk of the Board

cc: HR, Auditor, Hallstrom, Corrections, Sheriff's Office

Prepared by: L. Wingfield

2021 AGREEMENT

Between

BENTON COUNTY

And

TEAMSTERS LOCAL NO. 839

Representing the

SHERIFF'S OFFICE and CORRECTIONS DEPARTMENT CLERICAL EMPLOYEES

cc: Local 839
Prosecuting Attorney's Office
Sheriff's Office
Corrections Department
Human Resources Department

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THIS AGREEMENT is made pursuant to the provisions of chapter 41.56 RCW, by and between the Sheriff's Office (SO), the Board of County Commissioners and Teamsters Local 839, representing the Sheriff's Office and Corrections Department (Corrections) Clerical employees.

WITNESSETH:

WHEREAS, the parties wish to enter into a complete agreement covering rates of pay, hours of work, and conditions of employment; and,

WHEREAS, it is intended that the following agreement will be an implementation of the provisions of law consistent with the legislative authority that evolves from the statutes, and insofar as applicable, the rules and regulations promulgated by the Benton County Civil Service Commission for Sheriff's Office employees; and,

WHEREAS, it is intended by the provisions of this Agreement that there be no abrogation of the duties, obligations or responsibilities of any agency of county government which is expressly provided for respectively by state statutes and county ordinances and resolutions except as expressly limited herein; and,

WHEREAS, it is intended by the parties hereto that the employer-employee relationship which exists now and has heretofore existed by and between the Sheriff's Office, the Corrections Department, and the members of the Union who are employed by the Sheriff's Office or the Corrections Department will continue to be the same in the event this Agreement is terminated, or by virtue of its termination; and

WHEREAS, the duties and responsibilities of the Settlement Agreement by and between the Benton County Sheriff's Office and Teamsters Local 839, ULP Case No. 131449-U-19 have been satisfactorily discharged by the parties in negotiating this Collective Bargaining Agreement:

ARTICLE 1 – CONSIDERATION

The consideration for this agreement is the covenants mutually bargained and agreed to by the parties as expressed herein.

ARTICLE 2 – CONDITIONS AND DURATION OF AGREEMENT

This Agreement will be in full force and effect for the period commencing on January 1, 2021, except as otherwise indicated in this Agreement, and terminating on the 31st day of December, 2021.

ARTICLE 3 – NEGOTIATIONS

Either party to this Agreement may select for itself such negotiator or negotiators for purposes of carrying on conferences and negotiations under the provisions of law, as such party may determine. No consent from either party will be required in order to name such negotiator or negotiators.

ARTICLE 4 – TIMETABLE

The parties agree that a target schedule for conferences and negotiations between the parties with respect to extending this Agreement, is as follows:

4.1 Union submits its proposals to the Employer by the first Monday in August of the year of expiration.

4.2 Employer responds by the first Friday in September.

4.3 Negotiations, if required, to begin by September 15th, as schedules permit

4.4 The parties may agree in writing to extend or shorten this timetable.

ARTICLE 5 – SUBORDINATE TO STATUTES, ETC.

This Agreement will in all respects, wherever the same may be applicable herein, be subject and subordinate to the ordinances of Benton County, the Benton County Civil Service Commission (Sheriff's Office employees only), regulations within its statutory jurisdiction and will further be subject to the statutes of the State of Washington.

ARTICLE 6 – RECOGNITION

The Employer recognizes Local 839 as the certified bargaining agent for the purposes of negotiating and establishing salaries, wages, hours and working conditions of employment for the current positions:

Sheriff's Office: Records Sergeant, Evidence Technician, Administrative Clerk, and Records Clerk

Corrections Department: Jail Records Sergeant, Administrative Clerk, Jail Records Clerk

ARTICLE 7 – LIMITATIONS UPON UNION ACTIVITY

No Union meetings will be held on the Employer's time.

ARTICLE 8 – MANAGEMENT RIGHTS

8.1 The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, lawful powers and legal authority except as limited by the terms of this Agreement. All matters not expressly or clearly covered by the language of this Agreement will be administered for the duration of this Agreement by the Employer as the Employer from time-to-time may determine. Affairs of the Employer concerning such prerogative includes, but is not limited to, the following matters:

A. The right to establish and institute reasonable lawful work rules and procedures, and the right to make changes to personnel rules and policies.

B. The right to schedule work and overtime work, and the methods and processes by which said work is to be performed in a manner most advantageous to the Employer and consistent with the requirements of the public interest.

C. The right to hire, transfer, suspend, discharge for just cause, layoff, recall, promote, or discipline employees as provided by this Agreement and/or as provided by the General Rules and Regulations of the Benton County Civil Service Commission (Sheriff's Office employees) or Corrections Department (Corrections employees).

D. The right to determine the size and composition of the work force and to assign employees to work locations and shifts.

E. The right to determine what law enforcement duties will be performed by various Sheriff's Office and Corrections personnel, as appropriate.

F. The parties understand that incidental duties connected with operations, not enumerated in job descriptions, will nevertheless be performed by the employee when requested by a superior officer.

G. The right to take any and all types of actions as may be determined by Management to be necessary in the event of emergencies. The Employer will determine whether or not an emergency exists. An emergency will be a sudden or unexpected happening or situation that calls for action without delay.

H. The right to close, relocate, reorganize, or eliminate an office, branch, operation, or facility.

8.2 Nothing in this Agreement will be interpreted to detract or circumscribe the trust placed in the elected officials, in this case, the Board of Benton County Commissioners and the Sheriff of Benton County, and the rights and obligations owed thereby to the electorate.

8.3 Past Practices: The Employer reserves the right to change past practices based upon applicable statutory and case law, or state or federal regulatory rules and regulations.

If the Employer wishes to change such practices, the Employer will provide notice to the Union. The Union will be provided an opportunity to discuss and make recommendations during a thirty (30) daytime frame prior to the Employer implementing a change.

ARTICLE 9 – EMPLOYEE RIGHTS

9.1 An employee has the right upon request to inspect their personnel file in the presence of their immediate supervisor or their designee at a reasonable time during the workday and said request will be granted not later than two (2) days after the request. No material

referring to the employee's performance will be placed in the file without the employee's signature acknowledging receipt and the opportunity to attach comments. A copy of any entry to their file will be given to the employee.

9.2 The off-duty activities of an employee will not be cause for disciplinary action unless said activity is detrimental to the employee's work performance, or is harmful to the Employer's business.

9.3 Bulletin Boards: The Employer agrees to furnish reasonable bulletin board space to be used by the Union in the Sheriff's Office and Corrections Department. The Union agrees to maintain said bulletin board(s) in a presentable condition. If the bulletin board(s) fail to be maintained appropriately and becomes an eyesore, the County will have the right to discontinue the availability of said Union bulletin board(s).

9.4 Employees may report what they believe to be an unsafe or unhealthy working condition to Management for investigation.

9.5 Work Rules: Work rules and policies shall be uniformly applied. When existing work rules or policy procedures are changed or new rules or procedures established, an employee whose work assignment is affected will be notified at a reasonable time prior to the effective date. Employees shall comply with all existing reasonable rules that are not in conflict with the express terms of this Agreement, provided the rules are uniformly applied and uniformly enforced. Any unresolved complaint as to the reasonableness of any new or existing rule, or any complaint involving discrimination in the application of new or existing rules will be resolved through the grievance procedure.

ARTICLE 10 – UNION SECURITY

10.1 Dues and Fees. Upon the written authorization of an employee within the bargaining unit, the Employer shall deduct from the payments to the employee the monthly amount of dues or fees as certified by the Secretary-Treasurer of the Union and shall transmit the amounts deducted to the Union by the 15th day of the month. Every effort will be made to commence the deduction on the first payroll, but no later than the second payroll, after the Employer's receipt of the employee's written authorization. The Union agrees to notify the Employer at least thirty (30) days in advance of any increase in Union dues.

The Union shall indemnify and hold the Employer harmless against any suit instituted against the Employer on account of any dues or fees deductions for the Union except for error or omissions by the Employer.

An employee may revoke their authorization for payroll deduction of payments to the Union by written notice to the Secretary-Treasurer of the Union with a copy to the Employer. Every effort will be made to end the deduction effective on the first payroll, but no later than the second payroll, after the Employer's receipt of the employee's written notice.

10.2 New Employees and Orientation Meeting. Upon employment of a new employee covered by this Agreement, the Employer shall notify the Union, in writing, of the hiring of a new employee.

The Union shall provide the new employees with the necessary forms regarding dues, initiation fees and voluntary deductions, and timely deliver completed forms to Human Resources. The County shall allow a Union representative thirty (30) minutes of a newly hired employee's regular working time for purposes of presenting information about the Union and bargaining representation. This shall generally occur within the first two (2) weeks of hiring the new employee, but in no instance later than ninety (90) calendar days. If the Union orientation does not occur during the employee's initial orientation by Human Resources, the Union shall make the necessary arrangements with the Sheriff's Office or Corrections Department. Newly hired employees have the option to attend or not attend Union orientation.

ARTICLE 11 – NO STRIKE AND NO LOCKOUT

11.1 Neither the Union nor the represented employees shall cause, condone or participate in any strike or work stoppage, slow-down or other interference with Employer functions, and should such events occur, the Union agrees to take appropriate steps to end such interference. Represented employees who engage in any of the above-referenced activities shall not be entitled to any pay and/or benefits during the period in which they are engaged in such activity. Employees covered by this Agreement who engaged in any of the foregoing actions shall be subject to disciplinary action as may be determined by the Employer.

11.2 The Employer agrees there will be no lockouts during the term of this Agreement.

11.3 The Employer may seek relief in Superior Court inclusive of injunctive relief and/or damages.

ARTICLE 12 – POLITICAL ACTIVITY

Employees of the Sheriff's Office subject to this Agreement shall be governed by the Rules and Regulations of the Benton County Civil Service Commission as to political activities. Employees of the Corrections Department subject to this Agreement shall be governed by County policy.

ARTICLE 13 – SAVINGS CLAUSE

If any Article or Section of this Agreement or any addendum thereto should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such court, the remainder of this Agreement and Addendum will not be affected thereby.

ARTICLE 14 – ENTIRE AGREEMENT

The terms and conditions of this agreement constitute the entire agreement between the parties and no verbal statements will supersede any of its provisions.

ARTICLE 15 – VACATIONS

15.1 Effective the first of the month following the date of last signature on this Agreement, annual leave with pay (vacation) is earned at the following monthly rates depending on the employee's length of service with Benton County:

Years of Service	Working Hours Leave or Major Portion Thereof
1 through 5	10 hours
6 through 10	12 hours
11 through 15	15 hours
16 through 19	16.5 hours
20 and over	18 hours

15.2 Annual leave credit may be accumulated during the first six (6) months of regular full-time service with the Employer, however, it may not be used in the first six (6) months. During the seventh month, or any subsequent month, annual leave may be allowed up to the limit of the amount earned. Annual leave credited for any month of service beyond the first six (6) months of service may be allowed during the month earned or any subsequent month. The employee must request and receive prior approval from the Employer before the employee can use accrued annual leave.

15.2.1 Annual leave may be accumulated during the first one thousand, forty (1,040) hours of regular part-time service with the Employer; however, said annual leave credit may not be used during that period. After the first one thousand, forty hours (1,040), or any subsequent month, annual leave may be allowed up to the limits of the amount earned. Annual leave credited for any month of service beyond the first one thousand, forty hours (1,040) of service may be allowed during the month earned or any subsequent month. The employee must request and receive prior approval from the Employer before the employee can use accrued annual leave.

NOTE: Monthly accrual will credit at the completion of a major portion of a month of continuous service. Total accumulated annual leave will not exceed two hundred forty (240) hours at any time. Any employee hired after June 1, 1995, will not be entitled to accrue more than two hundred (200) hours of annual leave at any time.

15.2.2 Upon separation from Benton County for any reason, only regular full-time employees who have completed six (6) months of service or regular part-time

employees who have completed one thousand, forty (1,040) hours of service, will be allowed to cash out the employee's accumulated annual leave but not to exceed two hundred forty (240) hours, or two hundred (200) hours, depending upon the date of hire.

15.3 Employees may take vacation days in periods of less than one (1) week.

15.4 Vacation time for employees will be arranged on schedules that will least interfere with the functions of the Sheriff's Office or the Corrections Department, as applicable. Vacation may be taken on days sequential with employees' scheduled days off provided that employees as a group propose a schedule which will provide coverage equal to that heretofore provided. Split vacations of one (1) week at a time may be arranged subject to approval of the Sheriff, Chief of Corrections, or designee.

15.5 In accordance with Article 32, regular part-time employees will be credited with annual leave in an amount equal to the number of hours worked divided by one hundred, seventy-three and a third (173-1/3) and multiplied by the applicable accrual rate, to the nearest one-half hour. For example, an employee with two (2) years of service who works one hundred, sixty (160) hours during July would receive annual leave credit for July as follows: one hundred, sixty divided by one hundred, seventy-three and a third (160/173-1/3 or ninety-two percent (92%) of ten (10) hours which would be nine (9) hours.

15.6 An employee is eligible to cash out forty (40) hours of annual leave if the employee has used a minimum of eighty hours of annual leave since January 1st of the current calendar year, through November of that year. This cash out will be paid in December, with the November payroll. Vacation donated under leave sharing will be included in the eighty (80) hours used to qualify for a cash out.

ARTICLE 16 – SICK LEAVE

16.1 Eligibility for paid sick leave use will begin after the employee completes one (1) month of continuous service but earning sick leave credit will start with date of employment.

Sick leave is provided to employees as prevention against loss of income from absence from work for medical reasons, including extended absence due to illness or injury. Employees are encouraged to accumulate sick leave pursuant to the application of RCW 49.46 and the authority interpreting same.

16.2 Regular full-time employees will earn credit at the rate of eight (8) hours of paid sick leave per month of continuous service (ninety-six (96) hours per year). Every January 1st, employees can carryover a maximum of one thousand, forty (1,040) hours. However, upon separation from Benton County, employees hired after July 1, 1995, may only be compensated based on a maximum of eight hundred (800) hours subject to the provisions of Section 16.6 below. For those employees only, the hours between eight hundred (800) and one thousand, forty (1,040) have no cash value and may only be used for a catastrophic illness. Sick leave credit will accrue after working the majority of a given month.

16.3 Paid sick leave may be used for only the following reasons when the facts are verified by the employee's supervisor:

A. Pursuant to the application of RCW 49.46 and authority interpreting same; or

B. Bereavement Leave: Death in the immediate family (defined in Section 16.4, below) – forty (40) hours maximum per death, regardless of whether the deceased resided in the employee's household (for purposes of this section only, immediate family includes a child of any age); or

C. Death of a friend or relative not meeting the definition of immediate family (defined below), (8) hours maximum per death.

16.3.1 The need to use sick leave shall be reported to the employee's supervisor at the beginning of any period of sick leave prior to the start of the employee's scheduled work shift. Upon return to work the employee shall submit a written statement to their immediate supervisor explaining the nature of the sickness or injury and requesting approval for the leave so taken. Any employee who is off work due to illness in excess of five (5) work days, or less if sick leave abuse is an issue as determined by the Employer, shall be required to provide a qualified health care provider's verification of the illness as well as their qualified health care provider's approval to return to work.

16.3.2 In accordance with Article 32, regular part-time employees will be credited with sick leave in an amount equal to the number of hours worked divided by one hundred, seventy-three and a third (173 1/3) and multiplied by eight (8) hours to the nearest one-half (1/2) hour. For example, an employee works one hundred sixty (160) hours during July. Sick leave credit for July would be one hundred, sixty (160/173 1/3) or ninety-two percent (92%) of eight (8) hours, which would be seven and one-half (7 ½) hours.

16.3.3 Employees on sick leave in excess of five (5) workdays are required to call their immediate supervisor or designee weekly (every Monday between the hours of 8:00 a.m. and 10:00 a.m.) and are required to furnish progress reports of their health or illness condition.

16.3.4 Prior to being eligible to return to work, the employee will be required to provide satisfactory evidence, and if determined necessary by the Employer, will be required to provide a qualified health care provider's statement explaining that the employee is capable of performing all job duties contained in the job description and that the employee is capable of performing those duties at normal levels of efficiency.

16.4 "Immediate family" is defined pursuant to the application of RCW 49.46 and authority interpreting same.

16.5 Family and Medical Leave: The Employer provides Family and Medical Leave to employees to the extent provided by and in accordance with the Family and Medical Leave Act (FMLA), other applicable laws and regulations, and the Benton County Family and Medical Leave Policy (Benton County Resolution 09-503, or subsequent replacement resolutions and policies). In addition, the Employer provides Washington Family Care Leave, Washington Family Leave Act leave, Pregnancy Disability Leave, Domestic Violence Leave and Military Spouse Leave in accordance with state law.

16.6 The Employer will allow employees to participate in an HRA VEBA Medical Reimbursement Plan for Public Employees in the Northwest ("VEBA"), subject to the provisions of this Agreement.

A. Employees hired before August 1, 1992, will be paid for fifty percent (50%) of unused sick leave on voluntary termination or retirement from Benton County. This payment will be to the employee's VEBA account.

B. Employees hired on or after August 1, 1992, upon voluntary termination or retirement from Benton County, shall receive payment for twenty-five percent (25%) of their unused sick leave. Such payment shall be limited to employees with ten (10) or more years of service and shall not exceed Three Thousand and No/100 Dollars ($3,000.00). This payment will be to the employee's VEBA account.

C. For employees with PERS I, the Employer will exclude from the VEBA the sum of unused sick leave accruals used by the Department of Retirement Systems in calculating the employee's average final compensation.

16.7 The Employer may provide light duty assignments and reasonably accommodate ill and/or injured employees. The concept of reasonable accommodation is subject to the availability of a position and the ability of the employee to perform the essential duties of that position.

ARTICLE 17 – HOLIDAYS

17.1 The following are holidays with pay:

New Year's Day	January 1st
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September

Veterans Day	November 11th
Thanksgiving Day	4th Thursday in November
Friday After Thanksgiving	
Christmas Eve	December 24th
Christmas Day	December 25th

An employee will not receive holiday pay if the employee is absent on their last scheduled work day prior to or the first scheduled work day following the holiday if the absence is without pay due to insufficient accrued paid leave or if the employee is on a leave of absence without pay.

17.2 In addition, each employee is entitled to one (1) floating holiday annually after six (6) months of employment. In order for the employee to use the floating holiday, they must give the Employer sufficient notice so that the Employer can properly plan for continuity of service. The floating holiday may be taken only in full.

17.3 If a holiday falls on a Saturday, it will be observed on the preceding Friday. If a holiday falls on a Sunday, it will be observed on the following Monday. For those employees whose regular work schedule work is Tuesday through Saturday, they will observe a Monday holiday on a Tuesday directly following the Monday holiday. If a holiday falls on a Sunday, they will observe the holiday on the preceding Saturday.

17.4 Deferred Holidays: Employees may elect to receive their holiday pay in the December paycheck. Deferred holidays may include the regular holidays and one (1) floating holiday but will not include Christmas Eve or Christmas Day. If an employee elects to defer a holiday, they will make the request in writing at a time to be determined by the Sheriff, Chief of Corrections, or designee. Deferred holidays will be paid annually in the December paycheck. If an employee elects to defer a holiday but then wishes to take the holiday off, they must submit a leave request. If the employee does not elect in writing to defer holidays, the holiday pay will be included in the regular monthly pay period in which it was earned.

17.5 An employee who is authorized by the Sheriff, Chief of Corrections, or designee, to work on a Holiday (the observed day) will be paid at one and one-half (1-1/2) times the employee's regular straight time rate for the amount of hours worked on the observed day. The employee will also receive the additional eight (8) hours holiday pay at the employee's regular straight time rate.

ARTICLE 18 – PENSIONS AND RETIREMENT

Employees will participate in the State Employees Retirement Plan as set forth in chapter 41.40 RCW.

ARTICLE 19 – JURY DUTY, MILITARY LEAVE

19.1 Employees who are members of the Military Reserve or National Guard will be granted leave for a period not exceeding twenty-one (21) days during each year beginning October 1st and ending the following September 30th. Such leave shall be granted in order that the person may report for active duty, when called, or take part in active training duty in such manner and at such time as they may be ordered to active duty or active training duty. During the period of military leave, the employee shall receive their normal pay. This provision shall be subject to applicable State and Federal laws.

19.2 Employees called to jury duty will provide a copy of their jury notification to their supervisor the first working day following receipt. Employees residing in Benton County who serve on jury duty in Benton County will not receive jury pay, but will receive their regular pay for each day served. Employees who reside outside Benton County will receive their regular pay minus the jury pay. It will be the employee's responsibility to present satisfactory evidence of serving on jury duty and the amount received as jury pay. The Sheriff, Chief of Corrections, or designee, reserves the right to contact the court involved to seek relief from the summons. An employee shall report to work during all hours they are released from jury duty. If jury duty ends before the end of the employee's regular shift, the employee shall call their immediate supervisor or chain of command for instructions.

If an employee has been summoned to jury duty and/or is chosen to serve on a jury and the jury duty conflicts with a pre-approved vacation, the employee will be allowed to cancel the vacation and have those hours credited back to their vacation accrual.

ARTICLE 20 – HOURS OF WORK AND OVERTIME

20.1 The normal workday will consist of eight (8), nine (9), or ten (10) consecutive hours out of the calendar day. Normal shift hours will be generally in accordance with past practices; provided however, the Sheriff, Chief of Corrections, or designee, may modify the normal schedule of hours of work according to their determination of the service needs.
The normal workday and normal work shift hours for ten (10) hour shifts will be determined by the Employer as follows:

A. If the Sheriff, Chief of Corrections, or Chief's designee, chooses to implement ten (10) hour shifts, the normal work week will be comprised of up to four (4) consecutive workdays within the period of one (1) calendar week. Employees will be paid at the rate of time and one-half (1½) for hours worked in excess of forty (40) hours in the seven (7) day work period or in excess of ten (10) hours per day, but not both.

B. If the Employer elects to implement ten (10) hour shifts, this Agreement otherwise remains based on an eight (8) hour day, including but not limited to sick leave accrual, annual leave accrual, holiday pay, bereavement leave, disciplinary suspensions, and computation of hourly pay rates.

C. All employees regularly scheduled to work on holidays that occur during the ten (10) hour shift schedule will receive eight (8) hours holiday pay consistent with the following provisions:

1. Whenever an employee is scheduled to work and does work on an actual holiday, they will be paid the regular hourly rate for eight (8) hours in addition to the normal salary.
2. Whenever an actual holiday falls on an employee's scheduled day off and they work either the day preceding or the day following the regular scheduled days off the employee will be paid the regular hourly rate for eight (8) hours in addition to the normal salary.

20.2 The normal work week will comprise four (4) or five (5) normal workdays, as just defined, within the period of one (1) calendar week.

20.3 The normal work month will comprise whatever total of normal workdays result from a regular scheduling of five (5) days per calendar week, but this total will in no month exceed twenty-three (23) days.

20.4 Shift hours will be established by the Sheriff, Chief of Corrections, or designee. Employees will be allowed sufficient time for lunch, normally one-half (1/2) hour, but it is understood that they remain in duty status during such time.

20.5 Subject to the approval of the Sheriff, Chief of Corrections, or designee, each division within the Sheriff's Office and Corrections Department may vote by a majority for rotating, permanent or other shift arrangements.

20.6 Employees will be paid at the rate of time and one-half (1 1/2) for hours worked in excess of forty (40) hours per seven (7) day work period or in excess of eight (8) hours per day, but not both. Paid or unpaid leave shall not constitute time worked for overtime purposes.

In lieu of overtime pay, an employee may request compensatory time off at the overtime rate. If taking compensatory time off would interfere with normal work requirements or providing public services, as determined by the Sheriff, Chief of Corrections, or designee, then overtime will be paid. Employees shall be allowed to accrue no more than twenty (20) hours of compensatory time. An employee must use banked compensatory time off prior to using annual leave, except when an employee has accrued the maximum amount of annual leave allowed.

Any remaining compensatory time balances will be paid upon transfer to a new office/department, position, or at termination of employment at the employee's then regular rate of pay.

20.7 Employees who are required to respond in person back to work outside of their regular shifts will be paid the applicable hourly rate for such time with a minimum of two (2) hours for each such event.

20.8 Members of the bargaining unit shall be given first consideration to fill open shifts in the Sheriff's Office or Corrections Department, as appropriate. Open shift shall mean a shift or partial shift left vacant due to the short-term absence of a bargaining unit employee. The immediate supervisor for the absent employee may assign an employee to the open shift. Any such assignment will be based on seniority, ability to perform the job, and knowledge of the job duties.

ARTICLE 21 – GRIEVANCE PROCEDURE

21.1 The parties recognize the need for fairness and justice in the adjudication of employee and/or Employer grievances and enter into this Agreement in a cooperative spirit to adjust such actions promptly and fairly at the lowest level possible. If, however, a grievance cannot be resolved through normal means, the grievance will be settled as hereinafter provided.

21.2 A grievance is defined as a dispute involving the interpretation, application or alleged violation of any provision of this Agreement, except for actions of a disciplinary nature pursuant to the terms of this Agreement. All questions or issues involving disciplinary action will be subject only to the Civil Service Commission Rules and Regulations for Sheriff's Office employees. No disciplinary action may be grieved by a Sheriff's Office employee except through the Civil Service Commission Rules and Regulations.

21.3 Using the procedure set forth in this Article, a grievance may be presented by an employee or the Employer. A grievance brought by the Employer must be initiated at Step 2 of this Article. All grievances shall outline the facts and alleged violation(s) of the contract, when filed.

21.4 Grievances may be heard at any time where practical and feasible.

21.5 The parties agree that the time limitations provided herein are essential to the prompt and orderly resolution of any grievance, and that each will abide by the time limitations, unless an extension of time is agreed to in writing. The Sheriff, Chief of Corrections, or designee, and the employee or their representative may extend the time limits by written agreement.

21.6 No grievances, other than grievances initiated by the Employer, shall be valid unless submitted at Step 1 within fifteen (15) working days from its occurrence. If a grievance is not presented within fifteen (15) working days from its occurrence, the grievance will be waived and forever lost. If a grievance is not appealed to the next step within the specified time limit or an agreed extension thereof, it will be considered waived and forever lost. If the Employer does not respond within the specified time limits, the Employer will lose the grievance.

21.7 The grievance procedure shall be as follows:

Step 1:

The grievance must be presented in writing to the employee's immediate supervisor within fifteen (15) working days from its occurrence. The immediate supervisor must then respond in writing within fifteen (15) working days after receiving it.

Step 2:

If the grievance is not resolved to the satisfaction of the concerned parties at Step 1, within fifteen (15) working days of the response in Step 1, the grievance must be presented in writing to the Sheriff, Chief of Corrections, or designee. Thereafter, the Sheriff, Chief of Corrections, or designee, must respond in writing to the aggrieved employee and Union within fifteen (15) working days after receipt of the grievance.

A grievance filed by the Employer against the Union must be submitted in writing to the Union, within fifteen (15) working days after the Employer knew or reasonably should have known of the event giving rise to the grievance. Thereafter, the Union Secretary-Treasurer must respond in writing within fifteen (15) working days after receipt of the grievance.

Step 3:

A. Final and Binding Arbitration: If the grievance has not been resolved at Step 2, the aggrieved employee or the Employer will refer the dispute to final and binding arbitration.

B. Notice - Time Limitation: The Union or the Employer will notify the other in writing of submission to arbitration within ten (10) calendar days after receipt of the Step 2 response.

C. Arbitrator - Selection: After timely notice, the parties will select an arbitrator as follows:

1. The parties will attempt to select the arbitrator within twenty (20) working days after receipt of the grievance at Step 3. The parties agree to work together to have the matter heard at the earliest possible date. If the parties cannot agree upon an arbitrator, the arbitrator will be selected using the procedure described in (2), below.

2. In the event the parties cannot agree on an arbitrator, the party advancing the grievance to arbitration shall request a panel of eleven (11) arbitrators from the Federal Mediation and Conciliation Service, "copying" the other party with the written request. The list shall be limited to arbitrators who are members of the National Academy of Arbitrators from the nearest sub-region. If the parties cannot agree on an arbitrator from the list of eleven (11) names, then the parties will meet or confer by telephone. The non-grieving party will elect to either exercise the first strike of one name from

the list (or defer the first selection to the other party) and communicate that party's choice to the other party. The party not selecting first will then strike one (1) name from the list and so on, proceeding in an alternating order until each party has struck five (5) names from the list. The person remaining will be notified of their selection as the arbitrator by the party advancing the grievance to arbitration.

D. Decision - Time Limit: The arbitrator will hear the matter as soon as the parties and the arbitrator can agree. After the hearing is completed, the arbitrator will enter a decision within thirty (30) calendar days, unless an extension of time is agreed to at the end of the hearing.

E. Limitations, Scope and Power of Arbitrator:

1. The arbitrator will not have the authority to add to, subtract from, alter, change or modify the provisions of this Agreement.

2. The power of the arbitrator will be limited to interpretation of or application of the terms of this Agreement or to determine whether there has been a violation of the terms of this Agreement by either the Employer or the Union.

3. The arbitrator will consider and decide only the question or issue raised at Step 1 or Step 2, as determined by the Step where the grievance was first initiated, and the arbitrator will not have the authority to consider additions, variations and/or subsequent grievances beyond the grievance submitted at Step 1 or Step 2.

4. In conducting hearing, the arbitrator will have the power to administer oaths, issue subpoenas, receive relevant evidence, compel the production of books and papers relevant to the hearing, and question witnesses.

F. Arbitration Award - Damages - Expenses:

1. Arbitration awards will not be made beyond the date of the occurrence upon which the grievance is based, that date being five (5) working days or less prior to the initial filing of the grievance.

2. The arbitrator will retain jurisdiction of the grievance until such time as the award has been complied with in full.

3. The arbitrator will not have authority to award punitive damages.

4. In the event that either party evaluates and determines that the arbitration award was beyond the jurisdiction of the arbitrator, the award may be appealed to Superior Court.

5. Each party hereto will pay the expenses of their own representatives, witnesses, and other costs associated with the presentation of their case as well as one-half (1/2) the expense of the arbitrator and court reporter.

ARTICLE 22 – TRAVEL

It is necessary that employees whose usual duty station is in the Kennewick area be assigned duty at times in the Prosser area or Benton City. It is also necessary at times that employees whose usual duty station is in the Prosser area be assigned duty in the Kennewick area. The Sheriff's Office will exert its best efforts to equalize such assignments among the employees and, except in emergency situations, will provide transportation in Employer vehicles for such assignments. For employees whose usual duty station is in the Tri-Cities and who are scheduled for training to take place in the Tri-Cities, the employee will report directly to the training and will be not be paid for travel time to or from the employee's home and the training location.

ARTICLE 23 – MEDICAL, HOSPITAL AND LIFE INSURANCE

23.1 The Employer gives employees the opportunity to participate in health, dental and vision insurance plans that have been approved and accepted by the Board of Benton County Commissioners. Each employee must elect to receive any one of the coverages, and the Employer will contribute to the employee's premium costs for the coverage up to the amounts reflected in Section 23.2. Employees may change their plan options annually during the Employer's open enrollment period. All employees are required to participate in the Employer's designated life insurance plan. The bargaining unit has elected to have Twenty-Four Thousand Dollars ($24,000) face value life insurance coverage.

The Employer's contributions indicated in Section 23.2 will be applied first towards employee life, vision, dental, and medical insurance. Any remaining balance will be applied toward any dependent coverage or to the employee's VEBA account. Any additional amounts above the Employer's contribution necessary to pay medical, dental, vision, and life insurance premiums shall be the sole responsibility of the employee and will be accomplished by payroll deduction.

23.2 The Employer will provide the United Employees Benefit Trust (UEBT) Plan A6 (Composite) with Time Loss and Kaiser as the medical and hospital plans for medical insurance coverage available to Sheriff's Office and Corrections Department Clerical employees.

2021: The Employer agrees to maintain employees' current health and welfare benefits by and through Employer's monthly contribution of One Thousand, One Hundred, Twenty-Three and 66/100 Dollars ($1,123.66).

23.3 For UEBT coverage, the employee is eligible if they are a regular full-time employee and had forty (40) compensable hours or more the previous calendar month. If the employee is a regular full time employee and elects Kaiser (Washington Counties Insurance Fund or

"WCIF") and is hired on the 1st of the month, coverage begins on the 1st of that month; if hired on the 2nd through the 31st, coverage begins the 1st of the following month. If the first falls on a weekend or holiday and the employee reports to work on the first business day following, coverage is retroactive to the first of the month.

The eligibility of an employee for insurance benefits terminates at the end of any month that the employee fails to meet the above eligibility and enrollment requirements. If the employee has benefits with UEBT and had at least forty (40) compensable or more hours during the last calendar month of employment, coverage extends through the end of the month following termination. If the employee has WCIF benefits, coverage ends the last day of the month in which employment terminated.

23.4 If the insurance company or companies or applicable brokers/agents notifies the employer of changes in the benefits structure, benefit level and/or premium level, the employer will notify union of said changes. If the changes are mandated on the employer then the employer will so notify the union and the parties will meet for informational purposes. Thereafter, the employer will implement the mandated changes. If the changes are not mandated and if there are options for changes then the employer will communicate with the union to discuss these options and thereafter will implement the changes taking into consideration the interest of the employer and the employees.

23.5 The union and/or the employees will indemnify and hold the employer harmless from any and all claims made and against any and all suits instituted, against an insurance carrier regarding a disagreement with said carrier relating to a claim and/or coverage. Any and all disputes or disagreements and/or claims regarding insurance claims and/or coverage are not grievable by the union and the employees.

ARTICLE 24 – COMPENSABLE (ON-THE-JOB) INJURIES

An employee who suffers a compensable on-the-job injury resulting in their absence from work will be permitted to apply accumulated sick leave to the first three (3) workdays of the absence, less any state compensation that may be applicable. If the employee qualifies for time loss payments, their accumulated sick leave and/or annual leave will apply toward the base wage difference between the time loss payment and their normal base wage. The total of the two payments will not exceed the employee's normal wage for a normal workday. During the employee's absence, they will be listed as being "on leave of absence – compensable injury." If the employee is receiving workers compensation for the majority of the month, the employee will not accrue vacation or sick leave. While the employee has sick leave and/or vacation leave available, and/or while covered under the Family Medical Leave Act (FMLA), the Employer will continue to pay the Employer's contribution towards the employee's insurance premiums. If, however, the employee runs out of sick/vacation leave and FMLA leave, they will be eligible for COBRA benefits and the Employer's contribution to insurance will cease. While on workers compensation, an employee's time loss pay will be administered by the Human Resources Department; however, the employee must keep their supervisor informed about their status and prognosis for return to work on a weekly basis.

ARTICLE 25 – DISCIPLINE AND DISCIPLINARY PROCEDURES

25.1 The Sheriff, Chief of Corrections, or designee, may discipline an employee only for just cause inclusive of such events as may be deemed to be just cause as set forth in the Rules and Regulations of the Benton County Civil Service Commission (Sheriff's Office employees only) as well as absenteeism, abuse of sick leave and such other just causes consistent with labor arbitration findings and case law, and Corrections Department rules and regulations (Corrections employees only). Discipline will be carried out in a manner least likely to embarrass the employee before other employees or the public to the extent possible.

25.2 Disciplinary action or measures will include only the following:

A. Oral reprimand,

B. Written reprimand,

C. Suspension without pay,

D. Demotion,

E. Discharge.

25.3 The parties agree that progressive and escalating levels of discipline are preferable to allow an employee proper notice of misconduct and the opportunity to improve performance and to allow the Employer to document prior disciplinary matters. The level or degree of discipline imposed will be appropriately based on an employee's prior record of service, length of service, severity of offense and prior record of discipline inclusive of field notes referencing oral warnings relating to misconduct. The order in which these criteria appear is not indicative of their priority. An employee may be suspended without pay when the employee has first received one (1) written warning relating to the employee's previous work or conduct. An employee may be discharged when the employee has first received a suspension relating to the employee's previous work or conduct. All previous disciplinary actions in an employee's file may be evaluated and considered in a disciplinary action. The following illustrates the disciplinary actions and options available to the Sheriff, Chief of Corrections, or designee, under this concept:

A. First offense - oral reprimand, written reprimand.

B. Second offense - written reprimand, suspension without pay.

C. Third offense - written reprimand, suspension without pay, demotion, discharge.

25.4 Notwithstanding Subsection 25.3, the Sheriff, Chief of Corrections, or designee, may immediately suspend without pay or discharge an employee for a serious event which constitutes just cause for discipline inclusive of such events as are deemed to be just cause by the Benton County Civil Service Commission as set forth in the Commission's Rules and Regulations or as amended for Sheriff's Office employees, or Corrections Department rules and regulations, for Corrections employees.

25.5 The Employer may discipline an employee for just cause, but in no event may the Employer issue a complaint regarding an employee's work or conduct later than thirty (30) calendar days following the work, incident, or conduct which gave rise to the complaint, or later than thirty (30) calendar days of such work, incident or conduct being known to the Employer by way of investigatory proceedings.

25.6 Any employee under investigation for disciplinary action which may result in a permanent notation in their personnel file or which may result in suspension without pay, demotion or discharge, will, before being required to respond or answer questions pertaining thereto, be informed of the existence and nature of the investigation.

25.7 The provisions of this Article will not apply to newly hired employees serving a probationary period. Probationary employees will work under the provisions of this Agreement, but will be only on a trial basis, during which period they may be discharged without just cause and without any recourse.

25.8 Any disciplinary action, except verbal reprimands, by a supervisor other than the Sheriff, Chief of Corrections, or designee, will not be effective unless affirmed in writing by the Sheriff, Chief of Corrections, or designee. Notations or copies of any disciplinary action will be sent to the Union at the time it is given to the employee.

25.9 Unless circumstances exist which warrant immediate suspension or discharge, the employee will, before the disciplinary action is finalized, have the opportunity to discuss the matter with their immediate supervisor and the Sheriff, Chief of Corrections, or designee , and be informed of the nature of the charges, and the facts supporting them. The employee will be given an opportunity to respond to the charges, including a reasonable time (not to exceed ten (10) calendar days) to consult a Union representative.

25.10 A Sheriff's Office employee will have the right to have a disciplinary action against them reviewed by the Benton County Civil Service Commission. The employee must make the request within ten (10) calendar days of the disciplinary action otherwise the disciplinary action will be final and binding. The Sheriff's Office employee must file a written demand for an investigatory hearing regarding the disciplinary action through the Benton County Civil Service Commission, and the matter will be handled in accordance with applicable procedures as contained in the Rules and Regulations of the Benton County Civil Service Commission (Sheriff's Office employees only).

ARTICLE 26 – LAYOFF AND RECALL

26.1 The Employer will be the sole determiner of when layoffs are necessary. The Employer may lay off employees when such action is determined to be necessary by reason of lack of work, lack of funds and/or reorganization.

26.2 The Employer will give as much notice as practicably possible to designated employees.

26.3 When the Employer determines that a lay off is necessary, the Employer will determine the affected classifications and the number of employees to be laid off. The Union's area representative will be notified of the classifications and number of employees designated for reduction as soon as the determination is made. When the Employer determines which employee(s) and classification(s) are to be laid off, the Employer will implement a layoff in accordance with Civil Service Rules and Regulations (Sheriff's Office employees only).

The least senior employee within a rank or classification designated for reduction shall be laid off from that rank or classification. Persons laid off within each rank or classification shall revert to the next lowest rank or classification in which they have previously served. In the event that such entry requires or results in a reduction of force in the lower rank, such reduction shall be accomplished by a demotion or layoff of the person or persons in said lower classification or rank having the least seniority. Time spent in all higher classifications or ranks within the bargaining unit shall count towards seniority for purposes of layoff within an affected classification.

26.4 Employees laid off will be eligible for a period of one (1) year for reinstatement to a higher classification or rank previously held. Employees demoted for performance related issues will not be eligible for reinstatement to the higher grade. No new full-time employees will be hired in the bargaining unit until the Sheriff, Chief of Corrections, or designee, determines that available, qualified employees within the classification placed on layoff have been offered re-employment. It will be the employee's responsibility to keep the Employer advised of their current address. An offer of re-employment will be in writing and sent by registered or certified mail to the employee. The employee will be deemed to have received notice within five (5) days after the Employer mailed the offer. An employee so notified must indicate they accepts re-employment within ten (10) days of receiving the offer; and will be back on the job within twenty (20) days of accepting the offer or forfeit all call-back rights under this Article.

26.5 Employees recalled from layoff will not lose previously accumulated time in service, provided all other provisions of this article are complied with, including that the employees must be re-employed within one (1) year to retain these call-back rights and that the employee has successfully completed their one (1) year probationary period.

26.6 Employees laid off will be compensated for unused accumulated annual leave and sick leave in accordance with the terms of this Agreement.

ARTICLE 27 – WAGE RATES AND OTHER COMPENSATIONS

27.1. Effective January 1, 2021, the 2020 Salary Schedule will be increased by Two percent (2.0%) for 2021. This calculation and process shall be determined and established by the Benton County Commissioners Office.

Any retroactive wage increases pursuant to this section are applicable to only those employees who are employed and in the Union on the date of last signature to the

agreement. Employees who terminate employment for any reason prior to the date of last signature to the agreement will not receive any pay increases.

27.2 Each employee will be evaluated by performance review prior to each employee's anniversary date. The outcome of the performance review will determine whether or not an employee progresses to the next step.

27.3 Sections 27.1 and 27.2 will be administered in accordance with the following provisions:

A. The pay plan consists of nine (9) steps to be referenced as Steps "A", "B", "C", "D", "E", "F", "G", "H", and "I". Succeeding pay steps will start on the first day of the month following either successful completion of the probationary period, or successful completion of the performance review period. Eligibility for succeeding pay steps will be subject to a written appraisal establishing successful completion of the probationary period, or successful performance documented in a performance review for a normal step increase.

B. Entrance Pay Rate - Persons selected to fill vacant positions may be hired by the Elected Official or designee at pay step A or B of the appropriate pay range for the classification in which they are hired. Persons selected may be paid at a higher pay step, higher than Step B, based on related experience, education and qualifications relating to the appropriate classifications subject to prior written determination and approval by the Board of County Commissioners. Said determination and approval shall be final and binding on all parties.

1. If an employee begins at Step A, then said employee shall remain at that step for six (6) consecutive months, after which the employee moves to the next step. Regular part time employees must remain in Step A for one thousand, forty (1,040) hours or more before moving to the next step. The probationary period is twelve (12) months, in accordance with Article 32 (Probationary Period), and movement to the next step does not affect the probationary period.

2. If an employee begins at Step B (or higher) of the pay plan, the employee shall remain in that step for a minimum of twelve (12) consecutive months before becoming eligible to move to the next step, subject to successful completion of their twelve (12) month probationary period as confirmed in writing. Regular part time employees must remain in the step for a minimum of two thousand, eighty (2,080) hours or more before said employee is eligible to move to the next step, subject to successful completion of their probationary period as confirmed in writing.

C. Subsequent Pay Steps - In order to be eligible for subsequent steps from Step B to Step I, an employee shall serve a minimum of twelve (12) consecutive months within a step, or two thousand, eighty (2,080) hours for regular part-time employees, before becoming eligible to move to the next step, and eligibility for

movement shall be subject to a successful job performance based on the issuance of a written performance appraisal. In order for an employee to continue to be eligible for Step I, said employee will be subject to annual written performance appraisals prior to their anniversary date which must reflect sustained quality performance in order to continue in Step I. If an employee fails to maintain a successful service rating reflected in a written performance appraisal, then said employee will be returned to Step H for the next consecutive twelve (12) month period.

D. The above provisions relate to only the horizontal progression through the pay plan (*i.e.*, movement from Step A to Step B to Step C, etc.) and does not imply or mean vertical progression through the pay plan from Grade 1 to 2 to 3, etc. There is no vertical progression through the pay plan.

E. An employee denied advancement by reason of unsatisfactory performance will be given a written statement by the Sheriff, Chief of Corrections, or designee, explaining the reasons for the denial of the step increase. The employee will not be eligible for further consideration for a period of at least twelve (12) consecutive months from the date of denial. Denials and the basis for denial are subject to the grievance procedure up to Step 2. If either party seeks to invoke Step 3 (final and binding arbitration) the outcome of such arbitration will be advisory only and will not be binding on either party except if the arbitration relates to a second denial for the same pay step.

F. Promotion: Promotions are subject to the determination of the Sheriff, Chief of Corrections, or designee. The promoted employee will receive the starting rate/step of the new classification if higher than the current lower classification step. If the starting step is not higher, the employee will be placed at the next appropriate higher step that provides an increase, provided that the step does not exceed the pay rate at Step H of the higher grade. If the resulting pay increase is less than two percent (2.0%) per month, then the current anniversary date will remain unchanged. An employee promoted to an A step is entitled to a step increase in six (6) months if the current anniversary date falls after that six (6) month period. The probationary period is twelve (12) months, in accordance with Article 32 (Probationary Period), and movement to the next step does not affect the probationary period.

G. Demotion: The movement of a bargaining unit employee from one (1) grade to a lower grade (*e.g.,* Grade 9 to Grade 8). A demotion may be voluntary or involuntary. Employees so demoted shall move to the step in the lower pay grade that results in the smallest decrease in pay, except when demotion is associated with disciplinary action. If the resulting pay decrease is less than two percent (2 %) per month, then the current anniversary date will remain unchanged; otherwise, the employee will be given a new anniversary date.

H. Lateral Transfer: A lateral transfer is movement from one (1) position to another position within the same pay grade (*e.g.*, Grade 9 to Grade 9). Any employee so transferred will maintain pay step within grade.

27.4 Service Pay: An employee will be eligible for service pay after the employee has completed five (5) years of service with the Sheriff's Office or the Corrections Department, as appropriate, in any classification. The service pay will start at Ten Dollars ($10.00) per month for each year of service after the first five (5) years of service, up to a maximum of One Hundred, Twenty Dollars ($120.00) per month.

For example, if an employee has completed five (5) years of service, the employee will receive Ten Dollars ($10.00) per month for the year. After six (6) years of service, the employee will receive Twenty Dollars ($20.00) per month, and so on.

27.5 Hourly Rates: When any situation arises that involves compensation based upon hourly rates, these rates will be obtained by dividing the sum of the basic salary plus service pay and all other regular pay, when applicable, by one hundred, seventy-three and one-third (173 1/3). Medical contribution, uniform allowance and other allowances will not be considered in computing hourly rates.

27.6 Pay Day: Salaries and wages will be paid monthly through mandatory direct deposit, not later than the fifth day of the following calendar month. Draw-pay provisions exist which permit partial payment at mid-month on request, provided the employee has worked the majority of the month. Implementation of the payroll date being later than the fifth day of the following calendar month or bi-monthly payroll will be preceded by a thirty (30) day notice to the union and the employees.

The Employer will have the right to implement a different payroll framework based on the implementation of a new payroll system when it becomes administratively possible for the Employer to do so. The Employer will provide thirty (30) days written notice to the affected employees of the date when the new payroll system would begin.

27.7 Pay increases, whether by percentage cost-of-living provisions or by pay plan progressions subject to satisfactory performance reviews, are applicable only to employees who are employed with Benton County on the last date signed below, in a job covered by this collective bargaining agreement. Employees hired after the last date signed below will be entitled to the salary schedule established in the contract.

27.8 Progression through the pay steps are subject to successful job performance documented in a written performance appraisal prior to an employee's anniversary date. Eligibility for step increases is subject to the provisions of this Article.

ARTICLE 28 – ABSENCE WITHOUT DULY AUTHORIZED LEAVE

No leave of absence, whether with or without pay, will be allowed unless authorized in advance. The Personnel Action Form (PAF) will be used to apply for any leave. Absence without duly authorized leave shall be treated as leave without pay and shall constitute grounds for disciplinary action up to and including discharge/termination. An unauthorized absence from duty for three (3) consecutive days shall constitute separation or termination from service and result in immediate

termination.

ARTICLE 29 – LEAVE OF ABSENCE WITHOUT PAY

29.1 An employee may be granted a leave of absence without pay up to twelve (12) months subject to the Sheriff's, Chief of Corrections', or designee's, determination and confirmation by the Civil Service Commission for Sheriff's Office employees. An employee must request such leave from the Sheriff, Chief of Corrections, or designee. The Sheriff, Chief of Corrections, of designee, may approve or disapprove such leave. Leave requests will be made thirty (30) days prior to the anticipated start of leave except in the event of sickness. Prior to approval of such leave, the employee and the Sheriff, Chief of Corrections, or designee, will reach a mutually acceptable agreement with regard to the date of return and work position to which the employee will return. Leave of absence without pay will not be authorized in any case where such leave will operate to the detriment of the Sheriff's or Chief of Corrections' ability to provide service to the public. A leave of absence may or may not be granted at the discretion of the Sheriff, Chief of Corrections, or designee.

29.2 While on a leave of absence without pay that is not FMLA leave, Employer's contribution toward the employee's insurance premiums will cease, and the employee will be eligible for COBRA benefits. The employee's accrued sick leave will be frozen and the employee will not be able to use paid sick leave while on a leave of absence without pay. If the employee is on unpaid leave for a major portion of a month, vacation and sick leave do not accrue, and the employee's anniversary date will be adjusted accordingly.

29.3 Leave without pay will normally not be granted to an employee until they have first utilized all vacation accruals, unless the Sheriff, Chief of Corrections, or designee, determines that circumstances warrant the granting of such leave without pay without exhaustion of accruals. Such leave will not be granted for the purpose of the employee gaining personal advantage or profit.

29.4 If the Employer determines there is the need for such information, the employee will present satisfactory evidence of capability of resuming job duties at proper levels of efficiency before returning to work.

ARTICLE 30 – LEAVE SHARING

30.1 The purpose of the program is to allow an employee to transfer any portion of their annual leave, as defined in this article, to another employee in need of such leave due to a family or medical emergency, or a lengthy illness or injuries, of a qualifying event/condition under the Family and Medical Leave Act (FMLA). Leave sharing will be implemented as provided in this article and the Benton County policy on Voluntary Transfer of Annual Leave.

30.2 Definitions: For purposes of this article, annual leave is defined as vacation leave only and does not include sick leave, compensatory time, or any other accrued paid leave time.

30.3 Policy: Leave sharing shall be implemented as follows:

A. The recipient employee will exhaust all accrued paid leave, or will be able to demonstrate that all accrued paid leave will soon be exhausted, before becoming eligible to receive any transferred annual leave.

B. The transferring party must either:

1. Have taken at least forty (40) hours of annual leave in the previous twelve (12) months; or

2. Have no less than forty (40) hours of accrued paid leave after the transfer is completed.

C. All requests for transfer of annual leave will be submitted on a Voluntary Transfer of Annual Leave form to the Sheriff, Chief of Corrections, or designee. Each request will include:

1. The amount of annual leave to be transferred;

2. The names, signatures, and departments (if applicable) of the employees requesting and receiving the transfer;

3. A statement that the receiving party has exhausted or will exhaust all accrued paid leave.

D. Approval of the transfer is at the discretion of the Sheriff, Chief of Corrections, or designee. If the transfer is approved, the Sheriff, Chief of Corrections, or designee, will sign the request and the request will be submitted to the Auditor's Office for processing, with a copy to the Human Resources Department.

E. The Employer will be responsible for monitoring the use of the transferred leave and for keeping the appropriate records. This includes keeping a copy of the Voluntary Transfer of Annual Leave Request form on file, monitoring and approving the amount of leave transferred and used, monitoring when transferred leave is exhausted, and monitoring when the transferee's need for leave ceases. To the extent possible, the Employer will deduct the time used evenly among the donors (*e.g.*, if eight (8) people donate ten (10) hours of leave each and the recipient takes one (1) day off, one (1) hour will be deducted from each donor.

F. An employee may accumulate no more than two hundred (200) hours of transferred leave at one time. An employee may remain eligible to receive transferred leave if necessary once the accumulated balance of transferred leave is less than two hundred (200) hours. In the event the transferred leave is no longer needed, or upon cessation of employment with the Employer by the receiving employee, any and all remaining transferred leave will be returned, in equal portions if applicable, to the

employee(s) who donated the leave. The return of leave share will be in one quarter (1/4) hour increments only, with uneven amounts "rounded up or down" to the most appropriate hour.

G. Leave sharing will not apply to probationary employees.

H. Donation and return of annual leave is based solely on the number of hours and not on the donating and/or receiving employee's wages. The names of employees donating leave will be kept confidential and are not to be released for any reason.

ARTICLE 31 – NON-DISCRIMINATION

The Employer and the Union agree that they will not discriminate against any employee on the basis of age, sex, marital status, sexual orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, political affiliation, or any other protected status, unless based on a *bona fide* occupational qualification reasonably necessary to the normal operation of the Employer or the Union.

No employee will be required to support or to make a contribution to a political party and/or candidate for political office.

ARTICLE 32 – TYPES OF EMPLOYMENT

Regular Employee: All employees in the bargaining unit working full-time or part-time other than temporary employees.

Full-time Employee: An employee working forty (40) hours per work week.

Part-time Employee: An employee hired in a regular position but working less than forty (40) hours per work week but at least ninety (90) hours per calendar month. A part-time employee is entitled to pro-rated sick leave, vacation, and paid holidays.

Probationary Employee: An employee will be on probation during the first twelve (12) months of full-time employment in each job classification and/or department. The probationary employee may either be terminated without cause and without recourse or the probationary period may be extended for up to another six (6) month period as determined by the Employer. All part time employees will serve a probationary period of two thousand, eighty hours (2,080). If an employee is granted a leave of absence during the probationary period, the time equal to the total time on such leave of absence will be added to the probationary period.

Temporary Employee: An employee hired to fill a position either full-time or part-time not to exceed five (5) months of seventy (70) or more hours of compensated employment per month during a twelve (12)-month period. Temporary employees will not be entitled to the fringe benefits described within this Agreement; *i.e.*, insurance, vacation, etc.

ARTICLE 33 – TERM OF AGREEMENT

33.1 This Agreement will become effective on January 1, 2021, except as otherwise indicated in this Agreement, and will remain in effect until the 31st day of December, 2021.

33.2 If the parties have not reached agreement pursuant to the provisions of the article pertaining to contract negotiations, then either party may request a mediator from the Public Employment Relations Commission (PERC). The determination of the mediator from the PERC will be advisory only and not binding on either party.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly constituted and legal representatives as follows:

BENTON COUNTY SHERIFF'S OFFICE

_____
Jerry Hatcher, Sheriff

Date: _____

TEAMSTERS UNION LOCAL 839

_____
Russell Shjerven, Secretary/Treasurer

Date: _____

BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chair

_____
Member

_____
Member

Attest:

_____
Clerk to the Board

_____
Date

Approved as to form:

_____
Stephen Hallstrom
Deputy Prosecuting Attorney

APPENDIX A

2021 SALARY SCHEDULE

2021
Agreement by and between
Board of Benton County Commissioners
and
Teamsters Local 839
Warehousemen, Garage Employees, and
Helpers Union

COVERING SHERIFF'S OFFICE AND CORRECTIONS DEPARTMENT CLERICAL

GRADE	STEPS in $..... A	B	C	D	E	F	G	H	I
12	4139	4222	4370	4523	4681	4845	5015	5191	5373
9	3575	3647	3775	3907	4044	4186	4333	4485	4642
8	3405	3473	3595	3721	3851	3986	4126	4270	4419

TITLE	GRADE
Records Sergeant	12
Jail Records Sergeant	12
Evidence Technician	12
Administrative Clerk	9
Records Clerk	8
Jail Records Clerk	8

cc: Sheriff's Office, Payroll, HR, Teamsters #839 and Stephen Hallstrom

Commissioners' Office - 01/21

APPENDIX B: OTHER COMPENSATION

A. UNIFORM ALLOWANCE AND EQUIPMENT PROVISIONS:

1. Uniforms will be issued in a style as determined by the Sheriff or designee for the Sheriff's Office and the Chief of Corrections or designee for Corrections Department. It is the prerogative of the Sheriff, Chief of Corrections, or designee, to set standards for uniform style, make-up, components, condition and appearance which employees will meet. An annual allowance of up to Two Hundred and Twenty Dollars ($220.00) per calendar year will be provided for employees to purchase clothing in conformance with the style as determined by the Sheriff, Chief of Corrections, or designee.

2. Uniform cleaning will be provided as determined by the Sheriff, Chief of Corrections, or designee. The Sheriff, Chief of Corrections, or designee, will determine whether or not a uniform requires normal cleaning, dry cleaning and/or repair due to soiling or damage occurring in the line of duty.

B. ACTING SHIFT SUPERVISOR PAY:

If the Sheriff, Chief of Corrections, or designee, specifically assigns an employee as an acting shift supervisor for an entire shift then the employee will receive an additional Five Dollars ($5.00) for serving that shift in the acting shift supervisor capacity. Such pay will not be included in overtime calculations. Such pay is subject to budgetary allocation and availability as determined by the Sheriff, Chief of Corrections, or designee.

C. ACTING ASSIGNMENT PAY:

If the Sheriff, Chief of Corrections, or designee, specifically assigns an employee to work in a higher classification for an entire shift then the employee will receive an additional Five Dollars ($5.00) for serving that shift after the fourth consecutive workday. Such pay will not be included in overtime calculations. Such pay is subject to budgetary allocation and availability as determined by the Sheriff, Chief of Corrections, or designee.

D. TEMPORARY PROMOTION TO NON-BARGAINING POSITION:

A temporary promotion is defined as an employee being temporarily assigned to a non-bargaining classification higher than the employee's current classification for thirty (30) or more days. The employee receives, in addition to the employee's regular salary, a supplemental payment equal to five percent (5%) of the "A" step of the temporary assignment's grade.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	1/26/2021
Subject:	Public Safety Testing Agreement for Entry Level Deputy
Presenter:	
Prepared By:	C Arreola
Reviewed By:	L. Wingfield

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

Type of Agenda Item:

- ☒ Consent Agenda
- ☐ Public Hearing
- ☐ Scheduled Business

Type of Action Needed: *(Multiple boxes can be checked, if necessary)*

- ☐ Discussion Only
- ☐ Decision / Direction
- ☐ Sign Letter / Document
- ☐ Pass Motion
- ☒ Pass Resolution
- ☐ Pass Ordinance
- ☒ Execute Contract

Summary / Background Information

Civil Service testing is required for hiring deputies and therefore, entering into an agreement with Public Safety Testing to conduct said testing is recommended. Benton County has been using Public Safety Testing, along with multiple other agencies across the state, for years.

Fiscal Impact

No supplement required

Recommendation

Recommend the Board of Benton County Commissioners sign the Resolution and the Subscriber Agreement between Benton County and Public Safety Testing.

Suggested Motion

I move to approve the resolution and attached Subscriber Agreement between Benton County and Public Safety Testing.

cc: HR, Auditor

Prepared by: C. Arreola

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING THE SUBSCRIBER AGREEMENT BETWEEN BENTON COUNTY AND PUBLIC SAFETY TESTING FOR ENTRY LEVEL TESTING

WHEREAS, the agreement between Benton County and Public Safety Testing for entry level testing expired on December 31, 2020; and

WHEREAS, it is recommended that Benton County enter into a new agreement from January 1, 2021 through December 31, 2023; **THEREFORE**,

BE IT RESOLVED, the Benton County Commissioners approve the Subscriber Agreement as proposed between Benton County and Public Safety Testing from January 1, 2021, through December 31, 2023.

Dated this_____ day of _____, 2021.

_____

Chairman of the Board

_____

Member

_____

Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....

Clerk of the Board

cc: HR, Auditor

Prepared by: C. Arreola

Public Safety Testing

SUBSCRIBER AGREEMENT

WHEREAS, Public Safety Testing, Inc. is a skilled provider of pre-employment testing services to police, fire, and other public safety agencies, and

WHEREAS, the subscriber public agency, either directly or through a civil service commission, tests, evaluates, ranks and hires law enforcement and/or firefighters and/or other public safety positions in the performance of its public safety functions, and

WHEREAS, the subscribing public entity desires to join in a Subscriber Agreement, NOW, THEREFORE,

Public Safety Testing, Inc. (the "Contractor") and Benton County, a municipal corporation of the state of Washington (hereinafter "Subscriber") do enter into this Subscriber Agreement under the terms and conditions set forth herein.

SUBSCRIBER:	Benton County, WA
POSITIONS: ➲ *Check all that apply*	☒ Law Enforcement Officer (entry-level) ☐ Law Enforcement Officer (lateral/experienced)
COMMENCEMENT DATE:	January 1, 2021
PROFESSIONAL FEES:	☑ Law Enforcement Officer written & physical ability testing • Year #1 @ $3,368 annually • Subsequent years (beginning January 1, 2022) will include an annual increase of three percent (3%).
TERMINATION: ➲ *Select one*	This agreement terminates: ☐ December 31, 2021 ☒ December 31, 2023 ☐ This agreement will automatically renew annually unless either party provides a 60-day notice as outlined in Section 7. Each annual renewal includes a 3% increase in professional fees, the first commencing January 1, 2024.
AGENCY ADD-ON PROCESS ➲ *Check to request*	☐ Agency Add-On Process for Benton County recruiters at PST test sites to offer candidates to add Benton County to their list prior to the start of the written exam. (Agency invoiced at $10 per candidate added)
FINANCIAL HARDSHIP WAIVER ➲ *Check to request*	☐ Subscriber agrees to pay candidate financial hardship waivers, each pre-approved by the Subscriber at the following rates: • $50 for Law Enforcement written examination

1. Description of Basic Services. This Agreement begins on the date as noted on page one (1) of this Agreement. The Contractor will provide the following services to the Subscriber:

   1.1 Advertising and recruiting assistance, application intake processing, and administration of pre-employment written examinations and/or physical ability tests for those positions noted on Page One (1) of this Agreement.

      1.1.1 Written examinations are administered in-person at Contractor's test events, including those conducted by Subscribing agencies; remotely through a network of certified college testing facilities; and, through the Contractor's online, virtual in-home testing program.

      1.1.2 Physical ability tests are administered at Contractor's test events, including those conducted by Subscribing agencies, and, through a network of partner Anytime Fitness® facilities.

   1.2 Report to the Subscriber the scores of applicants, with all information necessary for the Subscriber to place passing applicants upon its eligibility list, and rank them relative to other candidates on appropriately constituted continuous testing eligibility lists. Contractor will report "raw" test scores to the Subscriber – no preference points will be factored into applicant scores and it is the Subscriber's responsibility to factor veteran's preference points in accordance with applicable federal and state laws. Written examination scores will be reported to the Subscriber as a percentage score (based on 100%) and physical ability test scores will be reported as "Pass" or "Fail". The passing score for written examinations is set by the test developer at 70%. For dispatcher candidates, the typing test results will be reported as words per minute (wpm) and accuracy rate (%).

   1.3 Appear in any administrative or civil service proceeding in order to testify to and provide any and all necessary information to document the validity of the testing process, to participate in the defense of any testing process conducted by the Contractor pursuant to this Agreement and to otherwise provide any information necessary to the Subscriber to evaluate challenges to or appeals from the testing process. The Contractor shall appear without additional charge. The Subscriber shall pay the reasonable cost of travel and appearance for any expert witness deemed necessary by the Subscriber to validate the testing process, including but not limited to, representatives of any company which holds the copyright to any testing material and whose testimony or appearance is deemed necessary to validate the process.

   Provided, however, Contractor shall not be required to appear at its cost nor to defend in any administrative or court proceeding arising from or out of a claim or challenge relating to Subscriber's use of other testing process(es) or out of Subscriber's attempt to establish multiple or blended eligibility lists for the same position based in whole or in part on other testing process(es). "Other testing process(es)" means any test or testing process other than those provided by the Contractor under this Agreement.

1.4 Term & Fees. The term of this agreement and the related professional fees are noted on page one (1) of this Agreement.

1.5 Payment. Subscriber shall pay an amount equal to twenty-five percent (25%) of the annual fee set forth above quarterly for services rendered in the previous quarter and for basic services including but not limited to, software relating to online application, advertising formats, previously advertised scheduling of test dates, model civil service rules, testing systems, as well as ongoing testing and recruitment, and any and all other work developed at the cost of the Contractor prior to or contemporaneous with the execution of this Agreement. Payment shall be made within 45 days of receipt of invoice.

1.5.1 Direct Deposit (ACH Enrollment). Subscribers are encouraged to set up direct deposit (ACH enrollment) for their payments. There will be no additional fee for payments made using direct deposit (ACH enrollment).

1.5.2 Credit Card. A three percent (3%) fee will be added at the time of payment to each payment made using a credit card. The purpose of such fee is to cover Contractor's credit card processing fees.

2. Additional Services. In addition to the services provided under this Agreement, the Subscriber may, at its sole discretion, elect to purchase additional services from the Contractor. Such services shall be requested by and contracted for pursuant to separate written agreement.

3. Acknowledgements of Subscriber. The Subscriber understands and acknowledges, and specifically consents to the following stipulations and provisions:

3.1 Because applicable civil service law prohibits having multiple eligibility lists for the same class of hire, this Agreement is an exclusive agreement for these services.

3.2 The written and physical agility scores of any applicant shall be valid for 18 months from the date of certification by the Contractor or 12 months from the date of placement upon the Subscriber's eligibility list, whichever first occurs, following the report of the Contractor, and rules compatible with continuous testing shall be adopted. The Subscriber shall review its applicable hiring processes, advertisements, personnel policies and civil service rules (as applicable) to ensure compliance with the provisions of this Agreement.

3.3 An applicant may, in addition to the Subscriber's eligibility list, elect to have his/her score reported to and subject to placement on the eligibility list of any other Subscriber. Nothing in this Agreement shall be interpreted to prohibit the use of an applicants' score for consideration in or processing through any other subscriber's hiring and/or civil service eligibility process. The Subscriber agrees that if an applicant is hired by another agency through this service, the applicant's name shall be removed from Subscriber's eligibility list.

3.4 The Subscriber specifically understands and acknowledges that the Contractor may charge a reasonable testing fee from any and all applicants.

3.5 The Subscriber is encouraged to and may also conduct advertising as it deems necessary to support/enhance recruiting efforts. The Subscriber shall link PublicSafetyTesting.com on its agency's website, if it so maintains one.

3.6 Public Safety Testing views recruiting as a partnership with the Subscriber. The Subscriber agrees to actively participate in recruiting efforts for positions within the Subscriber agency.

3.7 The Subscriber agrees to keep the Contractor up-to-date as to the agency's hiring status, minimum and special requirements, all information appearing on the agency's PST website profile and the names of any candidates hired through these services.

3.8 Subscriber understands and acknowledges that a candidate's PST Personal History Statement (PHS) will be stored electronically by PST for 24 months from the date the candidate uploads the PHS to the PST website. Any PHS stored more than 24 months will automatically be deleted and will no longer be available to the Subscriber from the PST server.

4. Testing Standard and Warranty of Fitness for Use. All testing services conducted under this Agreement shall be undertaken in accordance with the provisions of the Washington State Civil Service Statutes, Chapter 41.08 and/or 41.12 and/or 41.14 RCW, or the terms of other applicable statute as the Subscriber shall notify the Contractor that the Subscriber must meet. Tests shall also be conducted in accordance with the general standards established by the Subscriber; the Subscriber shall be responsible for notifying the Contractor of any unusual or special process or limitation. The test utilized, the proctoring of the test and any and all other services attendant to or necessary to provide a valid passing or failing score to the Subscriber shall be conducted in accordance with generally accepted practice in the human resources, Civil Service and Public Safety Testing community. The Subscriber may monitor the actions and operations of the Contractor at any time. The Contractor shall maintain complete written records of its procedures and the Subscriber may, on reasonable request, review such records during regular business hours. The Contractor expressly agrees and warrants that all tests and written materials utilized have been acquired by the Contractor in accordance with the appropriate copyright agreements and laws and that it has a valid right to use and administer any written materials and tests in accordance with such agreements and laws. If Subscriber uses or authorizes the use of other testing process(es) this warranty shall be null and void.

5. Independent Contractor. The Contractor is an independent contractor. Any and all agents, employees or contractors of the Contractor, shall have such relation only with the Contractor. Nothing herein shall be interpreted to create an employment, agency or contractual relationship between the Subscriber and any employee, agent or sub-contractor of the Contractor.

6. Indemnity and Hold Harmless. The parties agree and hold harmless each other, their officers, agents and employees in accordance with the following provisions:

   6.1 The Contractor shall indemnify and hold harmless the Subscriber, its employees and agents from any and all costs, claims or liability arising from:

      6.1.1 Violation of any copyright agreement or statute relating to the use and administration of the tests or other written materials herein provided for;

      6.1.2 Any cost, claim or liability arising from or out of the claims of an employee, agent or sub-contractor to the end that the Contractor shall be an independent Contractor and the Subscriber shall be relieved of any and all claims arising from or relating to such employment relationships or contracts between the Contractor and third parties;

      6.1.3 The alleged negligent or tortious act of the Contractor in the provision of services under this Agreement.

      6.1.4 This indemnity shall not apply to any administrative or court proceeding arising from or out of any process in which the Subscriber has utilized or authorized other testing process(es).

   6.2 The Subscriber shall indemnify and hold harmless the Contractor, its officers, agents and employees from any and all cost, claim or liability arising from or out of the alleged negligent or tortious act of the Subscriber in the provision of services hereunder.

7. Termination. This agreement terminates as noted in the *Termination* section on Page 1 of this Agreement. The Contractor and/or the Subscriber may also withdraw from this Agreement at any time for any reason with 60 days written notice, provided, however, that the provisions of paragraphs 1.3, 4, 5 and 6 shall remain in full force and effect following the termination of this Agreement with respect to, and continuing for so long as any applicant tested by the Contractor remains on the eligibility list of the Subscriber.

8. Entire Agreement, Amendment. This is the entire Agreement between the parties. Any prior agreement, written or oral, shall be deemed merged with its provisions. This Agreement shall not be amended, except in writing, at the express written consent of the parties hereto.

This Agreement is dated this _____ day of _____, 2020.

BENTON COUNTY, WA

By: _____

Print: _____

Its: _____

Contact: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Email: _____

PUBLIC SAFETY TESTING, INC.

By: _____ October 7, 2020

Print: Jon F. Walters, Jr.

Its: President

Jon Walters

20818 – 44th Ave. W., Suite 160

Lynnwood, WA 98036

425.776.9615

jon@publicsafetytesting.com

Subscriber's Contact & Address for Billing:
(Please complete if different from contact information above)

Contact: Crystal Arreola

Title: Civil Service Chief Examiner

Agency: Benton County, WA

Address: 7122 W Okanogan PL Bldg A

City/State/Zip: Kennewick, WA 99336

Telephone: (509) 735-2777

Email: crystal.arreola@co.benton.wa.us

Agency Recruiter:

Name: _____

Title: _____

Email: _____

Agency Hiring Representative/Supervisor:

Name: _____

Title: _____

Email: _____

Chief or Agency Director:

Name: _____

Title: _____

Email: _____

APPROVED AS TO FORM:
Stephen Hallstrom, DPA
10/27/20

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 26, 2021
Subject:	Establishing the Salary Placement for the Fire Marshal
Presenter:	
Prepared By:	K. Ainsworth
Reviewed By:	L. Wingfield

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

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

Summary / Background Information

As part of the 2021-2022 budget process a Fire Marshal position was budgeted. There is now a need to establish the salary placement on the Non-Bargaining salary schedule.

Fiscal Impact

No supplement required.

Recommendation

Pass resolution to establish the Fire Marshal as a grade 18 on the Non-Bargaining salary schedule.

Suggested Motion

cc: HR, Auditor, Building **Prepared by: K. Ainsworth**

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF ESTABLISHING A SALARY PLACEMENT FOR THE FIRE MARSHAL POSITION.

WHEREAS, there is a need to establish the salary placement of the Fire Marshal; and

WHEREAS, there has been a review of current Benton County job classification's placement on the Benton County Non-Bargaining salary schedule **NOW, THEREFORE,**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby approves the recommended placement of the Fire Marshal on the Benton County Non-Bargaining salary schedule at a grade 18; and

BE IT FURTHER RESOLVED, that the incumbent employee's salary remain as is and the new grade commences after a vacancy; and

BE IT FURTHER RESOLVED, that the Board of Benton County Commissioners retains the right to modify or repeal this determination at their discretion and without prior notification; and

BE IT FURTHER RESOLVED, that this Resolution is not intended nor shall be interpreted as limiting or compromising the County's "at will" employer status.

Dated this_____ day of _____, 2021.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....
Clerk of the Board

cc: HR, Auditor, Building

Prepared by: K. Ainsworth

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0000101, DEPARTMENT NUMBER 110.

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

Dated this _____ day of _____, 2021

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

Prepared by: Karlee A.

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Facilities Dept Nbr: 110

Fund Name: Current Expense Fund Nbr: 0000101

TRANSFER FROM: TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
518.301	1389	Financial Analyst	$30,440	518.301	1389	Budget & Finance Analyst	$30,440
TOTAL			$30,440	TOTAL			$30,440

Explanation:

Position established via Resolution 2019-963, position established as a non-bargaining grade 18 via Resolution 2019-964. This LIT is not creating a new position, just title clean up for the 2021-2022 budget.

Prepared by: L.Wingfield Date 15-Jan-2021

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0000101, DEPARTMENT NUMBER 119.

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

Dated this _____ day of _____, 2021

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

Prepared by: L. Wingfield

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Sheriff Clerk & Records Dept Nbr: 119

Fund Name: Current Expense Fund Nbr: 0000101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
521.220	1429	Administration Clerk	$86,805
TOTAL			$86,805

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
521.220	1429	Records Clerk	$86,805
TOTAL			$86,805

Explanation:

Update titles to reflect CBA positions/titles for the 2021-2022 budget

Prepared by: L. Wingfield Date 16-Jan-2021

Approved ☐ Denied ☐ Date: _____

_____
Chairman

_____
Member

_____
Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0000101, DEPARTMENT NUMBER 120.

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

Dated this _____ day of _____, 2021

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

Prepared by: Karlee A.

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Corrections Dept Nbr: 120

Fund Name: Current Expense Fund Nbr: 0000101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
523.620	1851	Custody Officer	$29,190
TOTAL			$29,190

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
523.620	1905	Temporary Help	$29,190
TOTAL			$29,190

Explanation:

Temporary help is needed to cover for the employee in position #1851 who will be on leave without pay for an extended period of time. This is for the 2021-2022 budget only. The temporary position is not funded past the 2021-2022 budget cycle.

Prepared by: K. Ainsworth Date 15-Jan-2021

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0000101, DEPARTMENT NUMBER 120.

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

Dated this _____ day of _____, 2021

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

Prepared by: L. Wingfield

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Corrections Dept Nbr: 120

Fund Name: Current Expense Fund Nbr: 0000101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
523.620	1426	Warrant Clerk	$106,872
523.620	1428	AFIS ID Tech	$106,872
523.210	1516	HM & WR Clerk	$85,568
523.620	1519	Records Sergeant	$114,232
523.620	1820	Records Clerk	$106,872
TOTAL			$520,416

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
523.620	1426	Jail Records Clerk	$106,872
523.620	1428	Jail Records Clerk	$106,872
523.210	1516	Jail Records Clerk	$85,568
523.620	1519	Jail Records Sergeant	$114,232
523.620	1820	Jail Records Clerk	$106,872
TOTAL			$520,416

Explanation:

Update titles to reflect CBA positions/titles for the 2021-2022 budget

Prepared by: L. Wingfield Date 16-Jan-2021

Approved ☐ Denied ☐ Date: _____

_____
Chairman

_____
Member

_____
Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CAPITAL PROJECTS FUND NUMBER 0305101, DEPARTMENT NUMBER 000.

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

Dated this _____ day of _____, 2021

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

Prepared by: Karlee A.

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: | Dept Nbr: 000

Fund Name: Capital Projects | Fund Nbr: 0305101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
518.400	1389	Financial Analyst	$18,264
TOTAL			$18,264

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
518.400	1389	Budget & Finance Analyst	$18,264
TOTAL			$18,264

Explanation:

Position established via Resolution 2019-963, position established as a non-bargaining grade 18 via Resolution 2019-964. This LIT is not creating a new position, just title clean up for the 2021-2022 budget.

Prepared by: L.Wingfield | Date 15-Jan-2021

Approved ❑ | Denied ❑ | Date: _____

_____
Chairman

_____
Member

_____
Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CENTRAL SERVICES FUND NUMBER 0502101, DEPARTMENT NUMBER 000.

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

Dated this _____ day of _____, 2021

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

Prepared by: Karlee A.

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: | Dept Nbr: 000

Fund Name: Central Services | Fund Nbr: 0502101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
518.810	1389	Financial Analyst	$24,352
TOTAL			$24,352

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
518.810	1389	Budget & Finance Analyst	$24,352
TOTAL			$24,352

Explanation:

Position established via Resolution 2019-963, position established as a non-bargaining grade 18 via Resolution 2019-964. This LIT is not creating a new position, just title clean up for the 2021-2022 budget.

Prepared by: L.Wingfield | Date 15-Jan-2021

Approved ❑ | Denied ❑ | Date: _____

_____
Chairman

_____
Member

_____
Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN EQUIPMENT RENTAL & REVOLVING FUND NUMBER 0501101, DEPARTMENT NUMBER 650.

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

Dated this _____ day of _____, 2021

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

Prepared by: Karlee A.

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: | Dept Nbr: 650

Fund Name: Equipment Rental & Revolving | Fund Nbr: 0501101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
548.690	1389	Financial Analyst	$48,704
TOTAL			$48,704

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
518.690	1389	Budget & Finance Analyst	$48,704
TOTAL			$48,704

Explanation:

Position established via Resolution 2019-963, position established as a non-bargaining grade 18 via Resolution 2019-964. This LIT is not creating a new position, just title clean up for the 2021-2022 budget.

Prepared by: L.Wingfield | Date 15-Jan-2021

Approved ❑ | Denied ❑ | Date: _____

_____
Chairman

_____
Member

_____
Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN INMATE BENEVOLENCE FUND NUMBER 0116101, DEPARTMENT NUMBER 000.

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

Dated this _____ day of _____, _____2021

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

Prepared by: L. Wingfield

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: | Dept Nbr: 000

Fund Name: Inmate Benevolence | Fund Nbr: 0116101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
523.600	1742	Visitation/Commissary Clerk	$90,104
523.600	1749	Visitation/Commissary Clerk	$103,110
	TOTAL		$193,214

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
523.600	1742	Jail Records Clerk	$90,104
523.600	1749	Jail Records Clerk	$103,110
	TOTAL		$193,214

Explanation:

Update titles to reflect CBA positions/titles for the 2021-2022 budget

Prepared by: L. Wingfield | Date 16-Jan-2021

Approved ☐ | Denied ☐ | Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 26, 2021
Subject:	Execute Agreement #2021-HHAA-CBVC with Columbia Basin Veterans Coalition
Presenter:	
Prepared By:	Mari Clark, DHS Contract Manager
Reviewed By:	Kyle Sullivan, DHS Manager

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

Type of Agenda Item:

- ☒ Consent Agenda
- ☐ Public Hearing
- ☐ Scheduled Business

Type of Action Needed: *(Multiple boxes can be checked, if necessary)*

- ☐ Discussion Only
- ☐ Decision / Direction
- ☐ Sign Letter / Document
- ☐ Pass Motion
- ☒ Pass Resolution
- ☐ Pass Ordinance
- ☒ Execute Contract

Summary / Background Information

Benton County Department of Human Services would like to contract with Columbia Basin Veterans Coalition to assist the County with meeting the goals of the Five-Year Homeless Housing Plan for Benton County to reduce homelessness.

The program will provide Direct Service Vouchers, a short-term financial assistance program, and Supportive Services, consisting of case management specific tasks.

Fiscal Impact

There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0154101 Homeless Housing and Assistance Fund, for a Consideration amount of $137,560.00.

Recommendation

- Sign the Resolution to accept the proposed Grant Agreement
- Approve the proposed Grant Agreement by signing all the copies where indicated

Suggested Motion

Consent Agenda

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTING GRANT AGREEMENT #2021-HHAA-CBVC BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND COLUMBIA BASIN VETERANS COALITION, TO ASSIST THE COUNTY WITH MEETING THE GOALS OF THE FIVE-YEAR HOMELESS HOUSING PLAN TO REDUCE HOMELESSNESS

WHEREAS, Benton County Department of Human Services would like to contract with Columbia Basin Veterans Coalition to assist the County with meeting the goals of the Five-Year Homeless Housing Plan for Benton County to reduce homelessness; and

WHEREAS, the program shall serve the County's homeless residents who have resided in Benton County and who are found to have met the program's eligibility and documentation requirements; and

WHEREAS, the program will provide Direct Service Vouchers, a short-term financial assistance program, and Supportive Services, consisting of case management specific tasks; NOW, THEREFORE

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed Grant Agreement; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign, on behalf of Benton County, Grant Agreement #2021-HHAA-CBVC between Benton County Department of Human Services and Columbia Basin Veterans Coalition, to assist the County with meeting the goals of the Five-Year Homeless Housing Plan for Benton County to reduce homelessness, for a consideration amount of $137,560.00; and

BE IT FURTHER RESOLVED, the term of the attached Grant Agreement commences on January 1, 2021 and shall expire on December 31, 2022.

Dated this . . . .day of . . . . . , 2021

_____
Chair

_____
Member

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

Attest: _____
Clerk of the Board

cc: Human Services; Benton County Commissioners

M. Clark

Benton County
DEPARTMENT OF HUMAN SERVICES
Grant Agreement #2021-HHAA – CBVC

This Grant Agreement, hereinafter referred to as the "Agreement", is executed by and between **Benton County**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **Benton County Department of Human Services**, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "County"), and **CBVC**, a non-profit corporation, with its principal offices at PO Box 2606, Pasco, WA 99301, (hereinafter "Contractor").

County's Contact Information/Authorized Representative:
Kyle Sullivan, Manager
Benton County
Department of Human Services
7102 W. Okanogan Place, Suite 201
Kennewick, WA 99336
Phone: (509) 783-5284
Fax: (509) 783-5981
E-Mail: Kyle.Sullivan@co.benton.wa.us

Contractor's Contact Information/Authorized Representative:
Steve Lehto, Director
Columbia Basin Veterans Coalition
PO Box 2606
Pasco, WA 99301
Phone: (509) 545-6558
Fax: (509) 545-7522
E-Mail: stevel@columbiasinvetcenter.org

Agreement Start Date ..... January 1, 2021
Agreement End Date ..... December 31, 2022
Unless this Agreement is terminated sooner as set forth herein.

Consideration ..... Benton County $137,560.00

Exhibit A ..... Budget
Exhibit B ..... Partnership Participation Agreement
Exhibit C ..... Housing Resource Center Guidelines

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

For the Contractor:

Title: Exec. Dir. Date 12/29/20

For Benton County:

Benton County Commissioners Date

Attest: Clerk of the Board

Approved as to Content:

Department of Human Services

Approved as to Form:

Benton County Prosecutor's Office

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DEFINITIONS

1. DEFINITIONS

1.1. **Annual Point in Time Count or Washington Homeless Census** means an annual countywide census conducted as a collaborative effort by towns, cities, counties, community-based organizations, and state agencies, with the technical support and coordination of the Dept. of Commerce, to count and collect data on all homeless individuals in Washington.

1.2. **Benton County Resident** means an individual who has spent, at a minimum, the last night prior to applying for assistance within Benton County.

1.3. **Benton-Franklin HMIS Collaborative or the HMIS Collaborative** means a County administered, cooperative agreement of 2163 Homeless Housing and Assistance fund recipients and homeless service providers obtaining, sharing, and utilizing data for input into the Washington State HMIS operated by the Dept. of Commerce.

1.4. **CFR** means Code of Federal Regulations. All references in this Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation.

1.5. **Client or clients** means individuals who are eligible for services under this Agreement.

1.6. **Compliance With Fair Market Rent (FMR) and Occupancy Standards**: Contractor agrees to comply with all FMR and occupancy standards set forth herein. FMR and occupancy standards are defined as gross rent estimates provided annually by HUD. They include the shelter rent plus the cost of all tenant-paid utilities, except telephones, cable or satellite television service, and internet service. HUD sets FMR to ensure that a sufficient supply of rental housing is available to housing program participants. To accomplish this objective, FMRs must be both high enough to permit a selection of units and neighborhoods and low enough to serve as many low-income families as possible. Occupancy standards are set by Benton and Franklin Counties' Department of Human Services according to Public Housing and HUD requirements and determine the size of a housing unit a household may occupy.

1.7. **Dept. of Commerce** means the Washington State Department of Commerce.

1.8. **Eligible Activities** for Homeless Housing and Assistance funds, as set forth in RCW 43.185C.050(2), are as follows:

- rental and furnishing of dwelling units for the use of homeless persons;
- costs of developing affordable housing for homeless persons, and services for formerly homeless individuals and families residing in transitional housing or permanent housing and still at risk of homelessness;
- operating subsidies for transitional housing or permanent housing serving formerly homeless families or individuals;
- services to prevent homelessness, such as emergency eviction prevention programs including temporary rental subsidies to prevent homelessness;
- temporary services to assist persons leaving state institutions and other state programs to prevent them from becoming or remaining homeless;
- outreach services for homeless individuals and families;
- development and management of local homeless plans including homeless census data collection; identification of goals, performance measures, strategies, and costs and evaluation of progress towards established goals;
- rental vouchers payable to landlords for persons who are homeless or below thirty percent of the median income or in immediate danger of becoming homeless; and

- other activities to reduce and prevent homelessness as identified for funding in the Benton and Franklin Counties' Five-Year Homeless Housing and Assistance Plan.

1.9. **Eligibility for Assistance – Definition of Homeless**: Households are homeless if they are unsheltered or residing in a temporary housing program, as defined below.

a. Living outside or in a place that is not designed for, ordinarily used as a regular sleeping accommodation for human beings, including a vehicle, park, abandoned building, bus or train station, airport or campground;

b. Fleeing or attempting to flee violence, dating violence, sexual assault, stalking, human trafficking, or other dangerous or life-threatening conditions that relate to violence against the household's members(s), including children, that have either taken place within the household's primary nighttime residence or has made the household member(s) afraid to return to their primary nighttime residence;

c. Residing in a temporary housing program including shelters, transitional or interim housing, and hotels and motels paid for by charitable organization or government programs;

d. Exiting a system of care of institution where they resided for 90 days or less AND who resided in an emergency shelter or place not meant for human habitation immediately before entering that system of care or institution;

e. Residing in a trailer or recreational vehicle that is parked illegally or in a location that is not intended for long-term stays (i.e. parking lots).

f. At imminent Risk of Homelessness: Households are at imminent risk of homelessness if they will lose their primary nighttime residence (including systems of care or institutions) within 14 days of the date of application for assistance, AND no subsequent residence has been identified, AND the household lacks the resources or support networks needed to obtain other permanent housing.

1.10. **Eligibility Verification and Documentation** means all agencies that receive funds provided under this Agreement are required to maintain adequate documentation of clients' homelessness status to determine the eligibility of persons being served. The documentation is obtained from the participant or a third party at the time of the referral, entry, or intake. A self-declaration can be obtained if no third-party documentation is easily available. A copy of the documentation shall be maintained in the client file and shall be provided to County upon request.

a. **Short-term Shelter and/or Services Provided to Persons Living on the Street.** In this case, it is sufficient for the service provider to confirm and document that the persons served indeed reside on the street or are otherwise homeless.

b. **Long-term Emergency Shelter/Transitional Housing Provided to Persons Living on the Street or in Short-term Emergency Shelter.** Information shall be obtained verifying the client is living on the street or in a short-term emergency shelter. This information may include the names of organizations or outreach workers who have assisted the person in the past, whether the client receives any general assistance checks, and where the checks are delivered.

If a person is coming from transitional housing for homeless persons, the Contractor shall obtain written verification from the transitional housing facility, as well as written verification that the person was homeless prior to living in the transitional housing facility (see above for required documentation).

For persons from a short-term stay (up to 30 consecutive days) in an institution, who previously resided on the street or in an emergency shelter, the Contractor shall obtain written verification from the institution's staff that the participant has been residing in the institution for less than thirty-one (31) days and information on the previous living situation.

If a person is being discharged from a longer stay in an institution, the Contractor shall obtain evidence from the institution's staff that the client was being discharged within the week before receiving homeless assistance. The Contractor shall also obtain information on the income of the person, what efforts were made to obtain housing, and why, without the homeless assistance, the person would be living on the street or in an emergency shelter.

For persons fleeing violence, Contractor shall obtain written verification from the participant that he or she is fleeing a violent situation. If the person is unable to provide verification, the service provider may prepare a written statement about the person's previous living situation for him or her to sign and date.

1.11. **Family or Families** means individuals, of any age, living together in the same household and related by blood, marriage, adoption, or as a result of sharing legal custody of a minor child.

1.12. **HIPAA** means the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USCA 1320d-d8, and regulations enacted pursuant to its provisions, successor law, and/or regulation.

1.13. **Homeless Housing Plan** means the Benton and Franklin Counties' Five-Year Homeless Housing Plan.

1.14. **Household** means a person or people, related or not, who occupy a housing unit or would occupy a housing unit if one were available.

1.15. **Housing Resource Center (HRC)** is a system that facilitates efficient connections to individuals with the best and most appropriate resources to prevent and decrease homelessness. The HRC uses a uniform intake and basic assessment tool that includes: collection of required HMIS data; evaluation of client housing and service needs; maintenance of current housing inventory and space availability; maintenance of a comprehensive waitlist, as needed; and eligibility screening for all partner agency housing and services.

1.16. **HUD** means the United States Department of Housing and Urban Development.

1.17. **Income Eligibility** means Only Benton County Residents, who are homeless or at risk (as that term is defined herein) and whose household qualifies as extremely low-income with an income at or below thirty (30) percent of the average area median incomes as established by HUD annually, or with an income at or below fifty (50) percent of the average area median incomes for families with children, are eligible to receive services under this Agreement.

1.18. **Long-term private or public housing** means subsidized and unsubsidized rental or owner-occupied housing in which there is no established time limit for habitation of less than two years.

1.19. **Monitoring** means a contractual review to determine compliance with the terms and conditions of this Agreement.

1.20. **Partner Agency Committee (PAC)** consists of all the HRC Partner Agencies. The PAC will meet on a quarterly basis to provide feedback on the program, resolve issues and conflicts, and suggest improvements for the program.

1.21. **Personal Information** is 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's license numbers, other identifying numbers, and any financial identifiers.

1.22. **RCW** means the Revised Code of Washington. All references in this Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at http://app.leg.wa.gov/rcw/.

1.23. **Shall** means compliance is mandatory.

1.24. **Single Audit** means an audit that encompasses the entirety of the financial operations of the Contractor and which meets the requirements prescribed by Federal Office of Management and Budget (OMB) guidelines. The OMB may be accessed at http://www.whitehouse.gov/omb/.

1.25. **Subcontractor** means any person, partnership, corporation, association, or organization, not in the employment of the Contractor, who has a subcontract agreement directly with the Contractor or a subsequent tier subcontract agreement with an intermediate subcontractor.

1.26. **Transitional housing** means a project that facilitates the movement of homeless individuals and families to permanent housing within a reasonable amount of time (usually 24 months). Transitional housing includes housing primarily designed to serve deinstitutionalized homeless individuals and other homeless individuals with mental or physical disabilities and homeless families with children.

1.27. **USCA** means the United States Code Annotated. All references in this Agreement to USCA chapters or sections shall include any successor, amended, or replacement regulation.

1.28. **Use as it relates to HIPAA or HMIS compliance** means, with respect to individually identifiable health or personal information, the sharing, employment, application, utilization, examination, or analysis of such information by an entity that maintains such information.

1.29. **Vulnerable Adult** means a person:

- Who is sixty (60) years of age or older and has the functional, mental, or physical inability to care for himself or herself or has been found to be incapacitated under Chapter 11.88 RCW; or
- Who has a developmental disability, as defined under RCW 71A.10.020; or
- Who has been admitted to a licensed facility, including boarding homes, nursing homes, adult family homes, residential habilitation centers, or any other facility licensed by the Washington State Department of Social and Health Services; or
- Who is receiving services from home health, hospice, or home care agencies licensed or required to be licensed under Chapter 70.127 RCW; or
- Who is receiving services from an individual provider, as defined under RCW 74.34.020.

1.30. **WAC** means the Washington Administrative Code. All references in this Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at http://app.leg.wa.gov/wac/.

1.31. **Washington homeless census** means an annual statewide census conducted as a collaborative effort by towns, cities, counties, community-based organizations, and state agencies, with the technical support and coordination of the Dept. of Commerce, to count and collect data on all homeless individuals in Washington.

1.32. **Washington State Homeless Management Information System (HMIS)** means a database of information about homeless individuals in the state used to coordinate resources to assist homeless clients to obtain and retain housing and reach greater levels of self-sufficiency or economic independence when appropriate, depending upon their

individual situations. The Dept. of Commerce is responsible for operating the statewide HMIS for counties that do not operate their own compliant system.

STATEMENT OF WORK

2. STATEMENT OF WORK

2.1. Benton County Homeless Housing and Assistance Program – Description: In consideration for the funding awarded in this Agreement, the Contractor agrees to assist the County with meeting the goals of the Five-Year Homeless Housing Plan for Benton and Franklin Counties to reduce homelessness as set forth below. The Contractor's activities are limited to those eligible activities identified in RCW 43.185C.050(2) and will be funded by the revenue source provided to the County pursuant to RCW 36.22.179(1). This Program shall serve the County's homeless residents, or those at risk thereof, who reside in Benton County who are found to have met the program's eligibility and documentation requirements. The Veterans Emergency Short Term Rental Assistance (VESTRA) program shall serve Veterans and their families in Benton County.

2.2. Rapid Rehousing/Homeless Prevention Direct Service Vouchers: In accordance with RCW 43.185C.050, the Contractor shall provide direct financial assistance in the forms listed below to eligible Benton County residents. Upon incurrence of such costs, the Contractor may request reimbursement from the County by submitting the information required for the amount of such financial assistance provided during the term of this Agreement. The total amount of direct financial assistance provided cannot exceed the amount equivalent to one hundred eighty (180) days of Fair Market Rent per household served. The financial assistance that Contractor may provide eligible persons through Direct Service Vouchers are:

- Up to one hundred eighty (180) days total of rent subsidies based on the Fair Market Rent per household served on a graduated subsidy model to provide temporary rental assistance in order to obtain shelter for program participants. Rental vouchers payable to landlords for persons who are homeless and meet the income eligibility requirements. Any assistance over 180 needs to be approved by the county in writing.
- Rental in arrears up to 3 months to keep household from becoming evicted.
- Rental application vouchers to assist clients in obtaining permanent housing.
- Security deposits for program participants each for an amount up to the equivalent of two months' rent.
- Utility deposit in order for clients to move into a new unit.

2.3 Eligible Supportive Services Expenses: In accordance with RCW 43.185C.050 and as identified within the Ten-Year Homeless Housing Plan for Benton County, the Contractor shall provide a reasonable level of direct supportive services to the Counties' eligible direct services recipients. The Contractor may request reimbursement from the County by submitting the information required for the amount of such supportive services provided during the term of this Agreement. Supportive Services shall be reported for billing in an incremental standard of fifteen (15) minutes. Documentation of each supportive service encounter must be sufficient in content to support the reported length of service.

The Contractor may provide eligible persons the following supportive services:

- Personnel performing case management directly related to assisting clients with obtaining and/or maintaining housing which shall consist of intake, eligibility screening, and need assessments to eligible program participants.
- Personnel assisting clients with obtaining other services (food, childcare, counseling, etc.).

- Brief follow-up client contact to assess the need for additional services and/or the effectiveness of previous program efforts and documentation of program outcomes

2.4 DOMESTIC VIOLENCE SHELTER & OPERATIONS

a. Program Overview:
This program consists of providing overnight shelter for homeless individuals experiencing violence. Shelter vouchers for temporary, emergency, short-term rental assistance not to exceed 31 days. The Contractor may request an exemption to this guideline by submitting a written request to Benton County Department of Human Services for up to 14 additional days. The request for exemption must outline the extraordinary circumstance. The Contractor shall not issue shelter vouchers in excess of 31 days without written approval.

b. 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 violence, dating violence, sexual assault, and stalking; and
- Developing an individualized housing and service plan, including planning a path to permanent housing stability.

c. Shelter Operations:
- Shelter operations. Eligible costs are 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.
- 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.

3. **DUPLICATION OF SERVICES:** None of the work done pursuant to this Agreement may duplicate, in form or function, any work or services already being done or provided by the Contractor pursuant to any other contract or agreement Contractor has in place with any governmental or quasi-governmental local, state, nation, or international entity.

PERFORMANCE GOALS AND OUTCOMES

4. **PERFORMANCE GOALS:** The performance goals for the Benton County Homeless Housing and Assistance funds are:
   - to provide supportive services to eligible Benton County clients;
   - to support County efforts in meeting the goals of the Benton and Franklin Counties Ten-Year Homeless Housing Plan; and
   - to decrease homelessness in Benton County.

5. **OUTCOME EVALUATION:** Program outcomes will be monitored and tracked against the HMIS database reports with the monthly billing.

REPORTING AND DELIVERABLES

6. **THE WASHINGTON STATE HMIS:** The Contractor shall provide client information on an ongoing basis, and with each monthly bill submitted on or before the 10th of each month, provide a HMIS print-out of clients served. The Contractor will participate in the HMIS Collaborative and the Data Sharing Agreement and allow the County access to client level data. The Contractor will enter all client information into the HMIS on an ongoing basis. The Contractor will exit client information from the HMIS on a timely basis.

7. **MONTHLY REPORTING:** The Contractor shall provide the following written reports, in a format prescribed or approved by the County, to the County on or before the 10th of the month following each month of service delivery:

   7.1. Supportive Service Report:

   - HMIS documentation submitted with monthly billing

SPECIFIC TERMS AND CONDITIONS

8. **ACCESS TO CHILDREN, DISABLED PERSONS, AND VULNERABLE ADULTS:** The Contractor shall prohibit any staff or volunteers with a criminal conviction set forth in RCW 43.43.830 from having access to children, developmentally disabled persons, or vulnerable adults in the course of providing the services under this Agreement. The Contractor must conduct a background check for all applicants for staff or volunteer positions who have unsupervised access to children, developmentally disabled persons, or vulnerable adults. The Contractor shall immediately report to the County any allegations/arrests identified in the background checks. If it becomes known to the Contractor, or the Contractor has reason to believe that an applicant has or may have a disqualifying conviction or finding as described in RCW 43.43.842, subsequent to the completion date of their most recent criminal background inquiry, the Contractor shall immediately report that finding to the County and immediately remove and thereafter restrict the employee or volunteer from providing services to children, developmentally disabled persons, or vulnerable adults unless otherwise granted written permission by the County's Authorized Representative.

9. **CLIENT ELIGIBILITY REQUIREMENTS**

   a. **Client Eligibility**: Only Benton County residents who meet the income eligibility criteria and definitions of homelessness criteria shall be eligible for client services under this Agreement, unless otherwise approved in writing by the County.

   b. **Eligibility Verification and Documentation**: County residency, homelessness status verification, and income eligibility status must be verified by the Contractor for program participants prior to billing for services. Income and homelessness status verification should be verified by a third party or self-declared. Self-declarations must be completed, signed and dated by agency staff. Self-declarations should be used only when written third-party verification cannot be obtained. A copy of each participant's verification documentation shall be kept in the participant's file.

10. **CLIENT FILES:** All client files shall include:
    - Client intake/evaluation, including the initial housing stability plan. The plan shall include goals and objectives as to how the goals will be met. All plans shall contain a timeline in which the goals are expected to be met and indicate whether they have been achieved;
    - Written progress notes that describe services provided and the staff's involvement in assisting the client in meeting the goals of their plan. Notes shall be entered for each client and include the purpose of the service, dates, duration of service, and the staff's name. Notes shall be legible;
    - Correspondence related to each client;

- Verification and documentation of each client's eligibility for residency, homelessness status, and income;
- Proof of payments made on client's behalf;
- HMIS consent form;
- Verification and documentation that each client's rights, including what services and benefits may be expected from the program and the client, have been explained to the client;
- Verification and documentation that the agency's grievance policy/procedure has been explained to the client; and
- For rental assistance, verification and documentation of a lease agreement.

11. CLIENT RIGHTS

11.1. Grievance Policy: The Contractor shall implement and follow a grievance policy for clients that:

- is approved by the County;
- is explained to participants and, if necessary, to a family member, legal representative, or advocate;
- provides a mediation process using someone who is unaffected by the outcome if conflicts remain unresolved; and
- produces an outcome that shall be documented in the client file.

11.2. Client Rights: The Contractor shall inform clients of their rights, what services and benefits may be expected from the program, and the program's expectations of them. If necessary, the participant's family, legal representative or advocate is also informed.

11.3. Individual Rights: The Contractor shall implement and follow policies and procedures that protect individual rights regarding participant abuse, rights to privacy, and respectful staff-to-participant interactions.

12. INTERAGENCY COOPERATION: Contractor agrees to participate with other agencies, as requested by the County, in the provision of services under this Agreement.

13. ORGANIZATIONAL DESIGN: The Contractor shall document:

- a written Performance Plan that describes the plan's mission, program objectives, expected outcomes, and how and when objectives will be accomplished, and that the plan is evaluated at least biennially and revised based on actual performance;
- how staff training, experience, and expertise relate to the needs of participants and the program's mission;
- that it is able to account for and manage public funds;
- an administrative/organizational structure that clearly defines responsibilities; and
- that it involves participants in policy development and the impact this has had on the program.

14. OTHER REQUIREMENTS:

14.1. Services and Activities to Minorities and Diverse Populations: All services and activities provided by the Contractor under this Agreement shall be designed and delivered in a manner sensitive to the needs of all minorities. The Contractor shall work toward improving access, retention, and cultural relevance of treatment, prevention or other appropriate services for minorities and other diverse populations in need of treatment, and work toward strengthening working relationships with other agencies serving these populations.

14.2. Participation in the Housing Resource Center: The Contractor shall participate with Benton County Department of Human Services in the Housing Resource Center. Accordingly, Contractor shall enter into a Partner Participation Agreement with the Department of Human Services as set forth by the Partner Participation Agreement (Exhibit B, attached hereto and incorporated herein by reference) and shall designate an individual in its organization to be part of the Benton County

Department Human Services Partner Agency Committee (PAC). Contractor shall follow the Housing Resource Center Guidelines set forth by Exhibit C, which is attached hereto and incorporated herein by reference.

14.3. Subcontractor Monitoring and Risk assessment: The Contractor will comply with the annual on-site monitoring and risk assessment. The County reserves the right to monitor and review files at any time besides the annual review when deemed necessary.

GENERAL TERMS AND CONDITIONS

15. **AMENDMENT:** This Agreement, or any term or condition, may be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.

16. **ASSIGNMENT/DELEGATION/SUBCONTRACTING:** The Contractor shall not assign, delegate, or subcontract any portion of the contracted services, except as specifically provided by this Agreement, without obtaining prior written approval from the County's Authorized Representative. Assignment, delegation, or subcontracting without prior written approval by the County shall constitute a substantial breach of this Agreement.

    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 Agreement.

17. **AUDIT REQUIREMENT**: The Contractor shall have an independent review or independent audit performed at least once every biennium based upon the fiscal year of the Contractor. Each audit shall cover the entire operation of the Contractor. The independent review or audit shall reasonably assure the County that the Contractor is financially stable, and that the Contractor has established and maintains an adequate system of internal control to ensure the efficient, proper processing of, and use of, contract funds. The Contractor shall provide a copy of the independent review report or independent audit to the County within 180 days following the end of the independent review/audit period. For purposes of this section, if so agreed by the parties, an annual on-site monitoring visit by the County may constitute an independent review.

    a. **Correction Actions:** The Contractor shall take whatever corrective action is required by the County to mitigate risk or resolve outstanding audit findings within time periods established by the County.

    b. **Single Audit:** If the Contractor is subject to OMB Circular A-133, the Contractor shall comply with applicable OMB circular A-133 audit requirements and perform any corrective actions identified in the audit findings per A-133 requirements.

18. **COMPLIANCE WITH APPLICABLE LAW:** At all times during the term of this Agreement, the Contractor shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, non-discrimination laws and regulations.

    - **Non-Discrimination:** The Contractor and its assignees, delegates, and subcontractors shall not unlawfully discriminate against any person in the performance of any of their 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.

19. **COMPLIANCE WITH HIPAA:** If the Contractor requests or requires Protected Health Care Information for consideration of eligibility, or any other reason, it will at all times during the term of this Agreement, implement policies and procedures to safeguard and maintain any forms of protected

health information in accordance with the requirements of state and federal law, and particularly the provisions of the Health Insurance Portability and Accountability Act. The Contractor shall not request or require program applicants to sign uncompleted forms requesting healthcare information (blank releases of information).

20. **COMPLIANCE WITH DEPT. OF COMMERCE HMIS STANDARDS:** At all times during the term of this Agreement, the Contractor shall implement policies and procedures to safeguard and maintain protected personal information in accordance with the requirements of state and federal law, and particularly the provisions of the Dept. of Commerce requirements for the HMIS utilized by the County.

    Confidentiality for Victims of Domestic Violence or Other Revealing Information Regarding HIV/AIDS status: In fulfilling HMIS duties for this Agreement, the Contractor shall uphold the disclosure and storage parameters of personal information as found in RCW 70.24.105 and RCW 70.123.076.

21. **CONFIDENTIALITY:** The parties to this Agreement shall use Personal Information and other information gained only for the purposes of this Agreement. The Contractor shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information, without prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other information gained by reason of the Agreement and shall return or certify the destruction of such information if requested in writing by the party to the Agreement that provided the information.

    The Contractor understands that as a public entity, the County is subject to the Public Records Act (RCW 42.56.020) which mandates the release of most public records held for any purpose. The Contractor understands that any written record (including electronically stored records) which it submits to the County including, but not limited to, descriptions of work, client files, billings and correspondence, may be subject to the Public Records Act and if requested by a member of the public, will be disclosed by the County if mandated by the Public Records Act. Provided, however, that the County will not disclose any records that are protected by a statutory scheme (e.g., the Health Information Portability and Accountability Act) or case law. Accordingly, Contractor agrees that to the extent it feels that any of the written records it submits to the County are confidential, proprietary, or otherwise protected from disclosure under the Public Records Act, it will prominently designate the record(s) as such on their face. To the extent that the County receives a Public Records Act request for any written records which have been designated as confidential or proprietary, it will take all reasonable steps to contact Contractor as soon as possible and advise of the request so that Contractor can request a court order protecting the record(s). Contractor also hereby waives any and all rights to recover damages against the County for any records released pursuant to the Public Records Act.

22. **DEBARMENT CERTIFICATION:** The Contractor, by signature to this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal department or agency. The Contractor shall not employ any person or contract with any person or agency excluded from participation in federal health care programs or debarred or suspended per this Agreement.

23. **ENTIRE AGREEMENT:** This Agreement, including all documents attached to or incorporated by reference, contains all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties.

24. **GOVERNING LAW AND VENUE:** This Agreement has been and shall be construed as having been made and delivered within the State of Washington and this Agreement shall be governed by the laws of the state of Washington both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in the courts of competent jurisdictions in Benton County, Washington.

25. **HEADINGS AND CAPTIONS:** The headings and captions used in this Agreement are for reference and convenience only, and in no way define, limit, or decide the scope or intent of any provisions or sections of this Agreement.

26. **INDEMNIFICATION:** 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.

    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 benefits 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. By executing this Agreement, 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 Agreement the Contractor makes with any subcontractor or agent performing work hereunder. Contractor's obligations under this Section 13 shall survive termination and expiration of this Agreement.

    The Contractor's obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from actions, 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.

27. **INDEPENDENT STATUS:** For purposes of this Agreement, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of the County or the State of Washington. Neither the Contractor, nor any of the Contractor's employees may hold themselves out as or claim status as an officer, employee, or agent of the Benton County Department of Human Services, the State of Washington, or the County. Neither the Contractor, nor any of the Contractor's employees may claim for themselves any rights, privileges, or benefits that would accrue to an employee of the State of Washington or the County. The Contractor shall indemnify and hold harmless Benton County and the Benton and County Department of Human Services for all obligations to pay or withhold federal or state taxes or contributions or any other payroll deductions on behalf of the Contractor or the Contractor's employees.

28. **INSURANCE.** Prior to commencement of services under this Agreement, Contractor shall submit to the County certificates of insurance or certified copies of insurance policies and endorsements, if requested by the County, for the coverage required below and shall maintain the same type and amount of coverage as is currently in effect for the life of this Agreement. Each insurance certificate shall provide that coverage will not be canceled or reduced below the contractual amounts stated herein without forty-five (45) days prior to notice to the County. Contractor shall maintain at Contractor's sole expense unless otherwise stipulated, the following insurance coverages, insuring the County and its elected and appointed officials, employees, and agents as required herein.

    The Contractor shall not commence work under this Agreement until the Contractor has obtained all insurance required under this paragraph and such insurance has been approved by the County.

    All insurance policies shall be issued by companies authorized to do business under the laws of the state of Washington unless an exception is given in writing by the County's Authorized Representative. All insurance to be maintained by the Contractor, other than Professional Liability

and Workers' Compensation, shall specifically include the County as an "Additional Insured" and shall not be reduced or canceled without forty-five (45) days prior written notice to the County. The Contractor's insurance coverage shall be primary insurance with respect to the County and its elected and appointed officials, employees, and agents. Any insurance or self -insurance maintained by the County or its elected and appointed officials, employees, or agents shall be excess of the Contractor's insurance and shall not contribute to it.

Liability coverage, except Professional Liability, shall be written on an Occurrence policy form. If coverage is Claims Made form, the Retroactive Date shall be prior to or coincident with the date of this Agreement, and the policy shall state that coverage is Claims Made, and state the Retroactive Date. Should Claims Made be the only option, a minimum of three (3) year tail coverage shall be maintained after the expiration of the Agreement.

29. **Commercial General Liability Insurance:** The Contractor shall maintain, during the life of this Agreement, Commercial General Liability Insurance (Policy Form CG0001, or equivalent) to protect the County from claims for damages for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this Agreement, whether such operations are by the Contractor or by anyone directly employed by or contracting with the Contractor.

    Specific limits required:

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

30. **Commercial General Liability Insurance Policy:** The Contractor shall maintain an endorsement naming the County as Additional Insured (Policy Form CG2010) and an endorsement that specifically states the Commercial General Liability Insurance shall be primary, and not contributory, with any other insurance maintained by the County.

    The policy shall be endorsed to include stop gap employer's liability 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

31. **Automobile Liability Insurance:** The Contractor shall maintain, during the life of this Agreement, Commercial Auto Liability Insurance (Policy Form CA0001, or equivalent) in the amount of $1,000,000 Bodily Injury and Property Damage per combined single limit to protect the Contractor from claims which may arise from the performance of this Agreement, whether such operations are by the Contractor or by anyone directly or indirectly employed by the Contractor. Covered autos shall be designated as "Symbol 1" any auto, if commercial auto liability is applicable.

32. **Workers' Compensation Insurance:** The Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. The Contractor shall submit a copy of its certificate of coverage from the Washington State Department of Labor and Industries prior to the commencement of work.

33. **Industrial Insurance Waiver:** With respect to the performance of this Agreement and as to claims against the County and its officers, agents, and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend, and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor against the County. However, Contractor's waiver of immunity by the provisions of this section extend only to claims against Contractor by the County and does not include or extend to claims by Contractor's employees directly against Contractor. This waiver is mutually negotiated by the parties to this Agreement.

34. **Professional Liability Insurance:** Prior to the start of work, the Contractor will secure and maintain at its own expense Professional Liability Insurance in an amount of not less than $1,000,000 per claim and in the aggregate. If coverage is Claims Made, the retroactive date shall be prior to or coincident with the date of this Agreement. The policy shall state that coverage is claims made and state the retroactive date. Claims Made form coverage shall be maintained by the Contractor for a minimum of three (3) years following the termination of this Contract, and the Contractor shall annually provide the County with proof of renewal.

35. 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 address and Authorized Representative set out on the face page of this Agreement. Notice may also be given by facsimile or e-mail to the Authorized Representative with the original 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 facsimile or e-mail, service shall be effective at the beginning of the next working day.

36. **ORDER OF PRECEDENCE:** In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved the giving precedence in the following order:

a. Applicable federal, state, and local law, regulations, rules, and ordinances.
b. This Agreement, including all documents attached to or incorporated by reference.

37. **OWNERSHIP OF MATERIAL:** Material created by the Contractor and paid for by the County as part of this Agreement, including all copyright and other intellectual property rights associated with such material, shall be owned by the County and shall be "works for hire" as defined by Title 17 USCA, Section 101. This material includes but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Any materials produced as a result of the County's funding shall display the County's name appropriately. Material which the Contractor uses to perform this Agreement, but which is not created for or paid for by the County, is owned by the Contractor, however, the County shall have a perpetual license to use this material for the County's internal purposes at no charge to the County.

38. **PROHIBITION OF POLITICAL ACTIVITIES:** No funds, material, property, or contracted services provided under the terms of this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

39. **RECORDS MAINTENANCE AND INSPECTION:** For six (6) years, unless otherwise stated herein, following the termination of this Agreement, the Contractor shall maintain records in their original form that are sufficient to:

- Document the performance of all acts required by law, regulation, or this Agreement;
- Substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance;
- Demonstrate accounting procedures and practices which sufficiently and properly document the Contractor's billings to the County and all expenditures made by the Contractor to perform as required by this Agreement;
- Ascertain that personnel policies, procedures, and practices are in compliance with this Agreement; and
- Ascertain that all taxes and insurance required by state and federal law and this Agreement were paid by the Contractor.

39.1. Right of Inspection: The Contractor shall give access to its facilities and records to the County and its officers, employees, and agents, and to any other authorized officer, employee, or agent of the State of Washington or the United States at all reasonable times. Authorized persons shall have the right to examine the Contractor's performance and financial records and to perform other activities to determine the Contractor's compliance with the terms of this Agreement. The County may give the Contractor reasonable notice of monitoring, auditing, observation, and other visits by its officers and

employees to the Contractor's place(s) of business; however, the Contractor may also be subject to unannounced site inspections, as necessary. The Contractor's failure to provide access to offices or records upon reasonable notice, as required by this section, shall constitute a substantial breach of this Agreement.

39.2. Notice of Inspections: The Contractor shall verbally notify the County immediately of any inspections, audits, accreditation, or program reviews of services by any individual, agency, or governmental unit. The Contractor shall promptly provide the County with copies of any written reports of such inspections, audits, accreditation, or program reviews upon request.

39.3. 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 Article 20 of this Agreement may be of evidentiary value; the County will 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 are in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out above in Article 20.

39.4. Audit Clarification: In the event that the County desires clarification in any way related to an audit or inspection of Contractor's books, records, or office, to determine whether Contractor is acting in compliance with this Agreement or federal, state, or local law, the County may request, in writing, that Contractor provide further clarification on any issue, or that Contractor provide certain books or records meeting certain criteria. If Contractor receives such a notice, Contractor shall cooperate in providing the requested information, books, or records, by the date and time noted in the request. Failure to respond, evasive responses, or incomplete responses shall constitute a substantial breach of this Agreement. The Contractor shall respond within (5) business days, excluding weekends and holidays.

40. **REDUCTION/SUSPENSION OF SERVICES:** The Contractor shall provide the County with prompt notification of any discontinuance or suspension of or significant reduction in any category of services provided by this Agreement or any change in location of the provision of such services. Said changes shall only be made in accordance with the provisions of this Agreement.

41. **RELATIONSHIP OF THE PARTIES:** The Benton County Department of Human Services shall be the representative of the County with full authority for administering and overseeing the performance of this Agreement. Whenever, in this Agreement, provision is made for the Contractor to contact or give notice to the County or provide it with documents, reports, voucher claims, or any other information, or for the County to give notice to the Contractor to review, inspect, observe, or audit this Contractor's contracted services, facilities, programs, or records, the term "County" shall mean the Department of Human Services.

    The Contractor agrees to immediately remove any of its employees or agents from their assignment to perform services under this Agreement upon receipt of a written request to do so from the County's Authorized Representative, or his designee.

42. **SEVERABILITY:** The provisions of this Agreement are severable. If any court holds any provision of this Agreement, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions of this Agreement.

43. **SURVIVABILITY:** The terms and conditions contained in this Agreement, which by their sense and context, are intended to survive the expiration of this Agreement shall so survive. Surviving terms include but are not limited to: Confidentiality; Indemnification and Hold Harmless; Inspection; Maintenance of Records; Ownership of Material; Termination for Default; Termination Procedure; and Treatment of Property.

44. **TERMINATION DUE TO CHANGE IN FUNDING:** If the funds upon which the County relied to establish this Agreement are withdrawn, reduced, or limited, or if additional or modified conditions are

placed on such funding, the County may immediately terminate this Agreement by providing written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

45. **TERMINATION FOR CONVENIENCE:** Either party may terminate this Agreement in whole or in part, for any reason, by giving at least thirty (30) calendar day's written notice. In the event of termination, each party shall be responsible only for performance rendered in accordance with the terms of this Agreement prior to the effective date of termination. The Contractor shall assist in the orderly transfer/transition of the clients served under this Agreement.

46. **TERMINATION FOR DEFAULT:** The County may terminate this Agreement for default, in whole or in part, by written notice to the Contractor, if the County has a reasonable basis to believe that the Contractor has:
    - **a.** Failed to meet or maintain any requirement for contracting with the County;
    - **b.** Failed to perform under any provision of this Agreement;
    - **c.** Failed to ensure the health or safety of any client for whom services are being provided under this Agreement;
    - **d.** Violated any law, regulation, rule, or ordinance applicable to the services provided under this Agreement; and/or
    - **e.** Otherwise breached any provision or condition of this Agreement.

    Before the County may terminate this Agreement for default, the County shall provide the Contractor with a ten (10) day written notice of the Contractor's noncompliance and provide the Contractor a reasonable opportunity to correct the Contractor's noncompliance. If the Contractor does not correct the Contractor's noncompliance within the ten (10) day period of time specified in the written notice of noncompliance, the County may then immediately terminate the Agreement. However, the County may terminate the Agreement for default without such written notice and without opportunity for correction if the County reasonably believes that a client's health or safety may be jeopardy, or if the Contractor has violated, or is alleged to have violated, as determined by the County, any law, regulation, rule, or ordinance applicable to the services provided under this Agreement.

47. **DISPUTES:** Disputes between the Contractor and the County, arising under and by virtue of this Agreement, 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 Authorized Representative or designee. All rulings, orders, instructions, and decisions of the County's Authorized Representative shall be final and conclusive, subject to Contractor's right to seek judicial relief.

48. **PROCEDURE UPON TERMINATION OR EXPIRATION OF AGREEMENT:** The following provisions apply in the event this Agreement is terminated or expires:

    41.1. Cease Performance: The Contractor shall cease to perform any services required by the Agreement as of the effective date of termination or expiration and shall comply with all reasonable instructions contained in the notice of termination or expiration which are related to the transfer of clients, distribution of property, and termination or expiration of services.

    41.2. Delivery of Assets: The Contractor shall immediately deliver to the County's Authorized Representative (or to his or her successor) listed on the first page of this Agreement, all of the County's property in the Contractor's possession, including any materials created under the Agreement. If the Contractor fails to return the County's property within ten (10) working days of the effective date of termination or expiration of this Agreement, the Contractor shall be charged with all reasonable costs of recovery, including transportation. The Contractor shall protect and preserve any property of the County that is in the Contractor's possession pending its return to the County. Nothing in this paragraph shall limit the County's rights or remedies pursuant to this Agreement or law.

41.3. Payment of Services: The County shall be liable for and shall pay for only those services authorized and provided through the date of termination or expiration. The County may pay an amount mutually agreed upon by the parties for partially completed work and services, if usable by the County.

41.4. Final Payment: If the County terminates this Agreement for default on the part of the Contractor, the County may withhold some or all of the final payment to the Contractor that the County determines necessary to protect the County from loss or additional liability. In addition to these remedies, the County shall be entitled to remedies available at law, in equity, or under this Agreement. If it is later determined that the Contractor was not in default, the Contractor shall be entitled to all remedies available at law, in equity, or under this Agreement.

41.5. Transition: In the event that this Agreement is terminated or expires, Contractor shall assist in the orderly transition of clients and records to a new provider or to the County, at the County's direction. This includes, at a minimum, transferring client files to new providers at the request of the provider, the client, or County, advising clients of how to contact new provider(s), and not taking any action that would interfere with a client's choice of new provider or relationship with access to a new provider.

49. **TREATMENT OF CLIENT PROPERTY:** Unless otherwise provided in this Agreement, the Contractor shall ensure that any adult client receiving services from the Contractor under this Agreement has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under the age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or, expiration of completion of this Agreement, the Contractor shall immediately release to the client and/or the client's guardian or custodian all of the client's personal property.

50. **TREATMENT OF PROPERTY:** Title to all property purchased or furnished by the County for use by the Contractor during the term of this Agreement shall remain titled to the County. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by the County under the Agreement shall pass to and vest in the County. The Contractor shall protect, maintain, and insure all County's property in its possession against loss or damage and shall return the County's property to the County within ten (10) working days of Agreement termination or expiration.

51. **WAIVER:** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed as a modification of the terms and conditions of this Agreement unless amended as set forth in the Amendment provisions of this Agreement. Only the County, or its designee, have the authority to waive any term or condition of this Agreement on behalf of the County and such waivers shall only be effective if they are in writing and signed by the County's Authorized Representative, or designee. The failure of the County to insist upon the strict performance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

CONSIDERATION AND PAYMENT PROVISIONS

52. **CONSIDERATION:** The County shall reimburse the Contractor for reasonable costs associated with the performance of the activities described in the Statement of Work provisions of this Agreement and in accordance with Exhibit A, which is attached hereto and incorporated herein by reference. The maximum consideration for services provided shall be as follows:

    52.1. Supporting documentation is required to be submitted with County invoice for all reimbursement requests. (Ledgers, receipts, HMIS reports, etc.)

52.2. RAPID REHOUSING/EVICTION PREVENTION

a. **Direct Service Vouchers – Rapid Rehousing/Eviction Prevention** are eligible for reimbursement for direct expenses provided during each month between January 1, 2021 and December 31, 2022 and shall not exceed a total of $72,000.00 during the term of this Agreement.

b. **Life Skills Classes** are eligible for reimbursement for direct expenses provided during each month between January 1, 2021 and December 31, 2022 and shall not exceed a total of $3,360.00 during the term of this Agreement.

c. **Program Supportive Services** eligible for reimbursement may be billed at no more than $2,318.75 per month between January 1, 2021 and December 31, 2022 and shall not exceed a total of $55,650.00 during the term of this Agreement.

d. **Administrative Costs** eligible for reimbursement may be billed at five percent (5%) of the total amount of Direct Service Vouchers and Program Supportive Services expenses in each month between January 1, 2021 and December 31, 2022 and shall not exceed a total of $6,550.00 during the term of this Agreement.

53. BILLING PROCEDURES: The Contractor shall submit written claims for payments earned on the appropriate forms provided by the County. All claims must be accompanied by the appropriate HMIS report and supporting documentation. All claims must be submitted by the 10th day of each month for services provided the prior month. The County will pay the Contractor with County warrants or request further verification documentation within thirty (30) days following receipt of timely claims for payment. Claims submitted after the 10th of the month may not be eligible for reimbursement. The final billing for services against this Agreement shall occur no more than sixty (10) days after the end date of this Agreement.

54. PAYMENT PROVISIONS

54.1. Right to Withhold Payment: The County expressly reserves the right to withhold payment in whole or in part when:

- the Contractor fails to submit documentation required by this Agreement sufficient to substantiate claims for payments;
- the Contractor fails to maintain its reporting obligations under this Agreement;
- claims for payments are inconsistent with the terms and conditions of this Agreement; or
- the Contractor breaches this Agreement or violates any city, county, state, or federal rule, regulation, or law.

54.2. Overpayments/Duplicate Payments: The Contractor ensures that services billed against this Agreement have not been paid by any other source. In the event the Contractor receives payment from another source, subsequent to receiving payment from the County, the Contractor shall promptly reimburse the County in the amount of the duplicate payment.

54.3. Reductions in Funding: The County expressly reserves the right to modify or terminate this Agreement if the funding it receives for contracted services is withdrawn, reduced, or limited. The County may reduce the level of services authorized or eliminate specific categories of services insofar as necessary to reflect any funding reductions or limitations. The County shall notify the Contractor promptly of any reduction or proposed reduction in funding. The Contractor agrees that, upon receipt of such notice, it shall take immediate, appropriate, and reasonable action to reduce its spending in the affected funding area so that the payments earned do not exceed the reduced funding level.

54.4. Recovery of Costs Claimed in Error: If the Contractor claims and the County reimburses for expenditures under this Agreement which the County later finds were (1) claimed in error or (2) not

allowable costs under the terms of the Agreement, the County shall recover those costs and the Contractor shall fully cooperate with the recovery.

54.5. Reimbursement for Services: If the County requests in writing services that exceed those services outlined in this Agreement, then reimbursements of costs for such services shall be limited to an hourly rate of $24.00 per hour and shall not exceed the net total costs for the Supportive Services.

55. CERTIFICATION FILES INFORMATION: The Contractor shall provide current certification documentation when requested by the County. Documentation may include, but is not limited to, the Contractor's Board of Directors' roster, bylaws, organizational charts, job descriptions, policies and procedures, and licenses.

Columbia Basin Veterans Coalition **Exhibit A**
2021-HHAA-CBVC
Benton County
January 1, 2021 - December 31, 2022

Rental Assistance	Computation	Cost
Rental Assistance	Up to 6 months of rental assistance at FMR Utility Deposits, Security Deposits and App Fees	$72,000.00
Life Skills Classes	Life skill classes for participants.	$3,360.00
Program Support Services	Case management support services $2,318.75 per month x 24 months	$55,650.00
Administration	5% of operations and program support services	$6,550.00
Total		$137,560.00

BENTON COUNTY WA

Partner Participation Agreement

The overall goal of the Housing Resource Center (HRC) provided by Benton County Department of Human Services (BCDHS) is to partner with community agencies in their efforts to decrease homelessness and reduce the time households spend in homelessness. In order for HRC to be successful and improve the experience of households in crisis seeking assistance, both HRC and participating agencies will commit to common performance expectations, to be carried out to the best of their availability.

As a HRC partner, you can expect the following service commitments from BCDHS HRC:

- Households referred by your agency to HRC will be treated with unconditional regard for their situation and scheduled for a screening within 3 business days of your referral.
- Households will be referred by HRC to the necessary housing and support services in a fair and equitable manner, without regard to the individual's race, national origin, ethnicity or gender.
- All households will be pre-screened based on your agency's specific criteria prior to receiving a referral to your agency. Criminal background checks will not be performed by HRC. HRC will contact your agency directly prior to referral, to ensure that there are no unforeseen reasons to expect the referral will be declined.
- HRC will provide households seeking assistance direct services including; navigator preliminary assessment of program qualifications and barriers, data entry into HMIS, emergency shelter/motel vouchers, homeless prevention and rapid re-housing to qualified households.
- Provide an ongoing committee forum to enable your agency to provide feedback regarding HRC performance, conflicts, as well as continually shape the HRC vision and scope of services provided.

As a HRC partner, your agency makes the following service commitments to the HRC:

- Provide HRC the list of qualification criteria for each of its programs (updated as needed).
- Update HRC weekly with program openings.
- Refer all households requesting homeless housing assistance to HRC.
- Identify a point of contact(s) for HRC to direct any referrals.
- Accept and confirm qualified referrals from HRC and provide explanation for referral refusals within 7 days of the households appointment.
- Update HMIS on a daily basis to show program availability.
- Work with BCDHS HMIS coordinator to resolve and improve data quality.
- Report on community needs, trends and resources that may impact HRC.
- Attend HRC housing provider/PAC meetings on a regular basis.

On behalf of CBVC, I, Steve Lehto, am committed to supporting the success of HRC and its mission and will be an active agency partner with Benton County Department of Human Services Housing Resource Center.

12/29/20
Agency Representative and Date

Benton County Department of Human Services Representative

Benton County
Dept. of Human Services
7102 W. Okanogan Pl., Ste. 201
Kennewick, WA 99336
Phone: (509) 783-5284
Fax: (509) 783-5981

Housing Resource Center Guidelines

Foundational Principles

- Belief in housing first concept
- Belief of Progressive Engagement and the idea of doing the least for each household rather than the most
- Belief that people are resourceful and can make it without us
- Belief in the consumer as the lead in the process (strength-based approach)
- A willingness to use a system-perspective
- Functions primarily as a centralized intake/triage approach for housing assessment and referral
- Identify and utilize information and strengths of each agency
- Establish role and utilization of HMIS
- Provide community education
- Be data driven
- Know best practice models and consider the best local adaptation

What HRC Does

- Assess clients for immediacy of need and place into appropriate program and/or service
- Assess clients risks of homelessness
- All clients screened for diversion
- Assess for level of need
- All programs that have unique eligibility requirements will be used to verify eligibility and appropriateness
- Provides services to the clients that meet the minimum points on the vulnerability/prioritization tool.
- Provides additional assessment/case management based on needs with an Intake Specialist.

HRC goals

- Reduce the time homeless
- Quick access to comprehensive information
- Household receives a successful referral

- Household has a clear understanding on the next step
- Decrease duplication of agency work to qualify household
- Decrease duplication of services to the same household
- Provide improved access to services

Pre-screen/Prioritization

The Housing Navigator responds to the household to determine:

- Presenting issues
- Special Populations: DV and Youth
- Housing Status: at risk, homeless or shelter assistance
- Income eligibility
- Provide diversion
- Provide Information
- Prioritization tool will be used. For clients 0-4 score there will be no intervention, and clients will be given other community resources and diversion techniques will be offered. For clients scoring of 5 points or more on the tool they will be screened further for appropriate intervention.
- Clients scoring a 4 with extenuating circumstances can be staffed for potential over-ride. The reason for the over-ride will be documented on the tool by the supervisor.

Homeless & At Risk Definitions

Households are homeless if they are unsheltered or residing in a temporary housing program, as defined below.

Unsheltered Homeless:

Living outside or in a place that is not designed for, or ordinarily used as a regular sleeping accommodation for human beings, including a vehicle, park, abandoned building, bus or train station, airport, or campground.

Fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, human trafficking, or other dangerous or life-threatening conditions that relate to violence against the household member(s), including children, that have either taken place within the household's primary nighttime residence or has made the household member(s) afraid to return to their primary nighttime residence.

Sheltered Homeless:

Residing in a temporary housing program including shelters, transitional or interim housing, and hotels and motels paid for by charitable organizations or government programs.

Exiting a system of care or institution where they resided for 90 days or less AND who resided in an emergency shelter or place not meant for human habitation immediately before entering that system of care or institution.

Residing in a trailer or recreational vehicle that is parked illegally or in a location that is not intended for long-term stays (i.e. parking lots).

At Imminent Risk of Homelessness

Households are at imminent risk of homelessness if they will lose their primary nighttime residence (including systems of care or institutions) within 14 days of the date of application for assistance, AND no subsequent residence has been identified, AND the household lacks the resources or support networks needed to obtain other permanent housing.

Screening Process

For households who are determined to be homeless or at risk of homelessness, the intake specialist continues with a full assessment.

Step One Determines:

- Household Information
- Income/Housing Information
- Household Characteristics
- Housing Status
- Use the prioritization tool to see if client/household meets minimum criteria

Step Two Determines:

1. If the client does not meet minimum criteria:
    - Diversion techniques will be utilized
    - A community resource guide will be available to guide the client
2. If the client is at imminent risk:
    - Additional paperwork will be obtained
    - A referral will be made to an eviction prevention program (subject to available funds)
    - Partner agencies will notify the HRC worker within 7 days of the clients appointment to let the HRC staff know the outcome of the referral
    - Data will be entered into HMIS
3. If the client is homeless:
    - Barriers will be determined
    - Level of engagement will be determined
    - Additional paperwork will be obtained

- A referral will be made to a rapid rehousing program (subject to available funds)
- Partner agencies will notify the HRC worker within 7 days of the clients appointment to let the HRC staff know the outcome of the referral
- Data will be entered into HMIS

Applicants are seen on a first come / first served basis. Should there be multiple applicants for a single program opening, clients will then be prioritized for service. For example: (1) Chronically homeless (2) unsheltered literally homeless and then (3) sheltered literally homeless.

Direct Services Provided within HRC

Emergency Motel/Shelter Vouchers

Motel/Shelter vouchers can be issued only as a "last resort" for households that cannot stay at the Union Gospel Mission (UGM) and have no other resources available to them (subject to available funds).

- Motel/Shelter vouchers are limited to one week except under special circumstances
- Motel/Shelter vouchers will be issued to motels that have agreed to do business with Benton and Franklin County.
- Motel/Shelter vouchers will only be issued if the mission is full and/or the client cannot stay there due to mental/physical/medical problems and noted by the case manager. (subject to available funds)
- Priority for motel/shelter vouchers will be given to single fathers with children and families that have a boy over the age of 12 that cannot stay at the mission.

Homeless Prevention

Homeless prevention assistance applies to households facing eviction from their current residence and will be provided based on the Eligibility Criteria and a completed Rating Tool:

- Only households below 30% AMI
- Household must show an eviction notice that will result in their being homeless within 14 days of screening.
- Assistance is limited to the amount to prevent the eviction but cannot exceed 30 days of FMR for the unit size, unless otherwise approved by supervisor.
- Households living with family or friends are not eligible for prevention unless the host family is pending evicted (an eviction notice must be presented) due to overcrowding or the host family is on Section 8 housing and is able to show documentation of enrollment.

Rapid Re-Housing

Rapid re-housing assistance applies to households that are currently unsheltered homeless, fleeing violence, or living in a shelter or motel paid by a charitable or non-profit organization; and in need of first month rent and/or deposit.

- Household will need to show proof of homelessness by submitting a letter from a shelter, receipt from motel (paid for by a charitable or non-profit organization), 3rd party declaration or a self-declaration.
- Households will complete a full intake assessment to determine barriers and service needed.
- Households needing more than one month rent or deposit assistance will be screened and referred to additional programs if found eligible.
- Households will need to obtain housing which is suitable for the household size (based on occupancy guidelines) and budget.
- Households receiving assistance by HRC must have a reasonable sustainable plan to maintain housing on an ongoing basis and show proof of such without further assistance.

Occupancy Standards for Benton and Franklin Counties

Occupancy Standards for Benton and Franklin Counties are listed below. The standard can be evaluated on a case by case situation by the Housing Program Specialist.

Household Size	Unit Size Allowable
1 -2 persons	Studio
1-3 persons	One bedroom
4- 5 persons	Two bedroom
6-7 persons	Three bedroom
8+ persons	Four bedroom/Plus

Community Resources

HRC will provide community resources and referrals including the "Community Resource Guide" which is a comprehensive guide to services in Benton and Franklin Counties.

Referral Process

Clients whom are determined eligible will receive an assessment based on individual need. Referrals to agency partners will be made based on program eligibility. HRC staff monitor openings each day based on direct communication with partner agencies that routinely notify HRC staff of new openings as they become available. The process will include the following:

- Determine which program is most suitable and has a current opening
- Contact the agency to schedule an appointment for the referred household
- Within seven (7) business days after the scheduled appointment, the agency will notify HRC with the HRC Referral Letter outcome whether the client was accepted into the program or why the household was turned away. Programs must provide a qualifying reason to deny a referral.
- Client data and HMIS number will be shared with the referral agency

If an agency sends a client to HRC for prescreening and assessment and would like the client referred back to their program, the agency must submit this request in writing. If their program is the most suitable for the client, HRC will make every effort to honor the request.

Partner Agreements

Agency partner agreements will be required for all agencies receiving funds through Benton County Department of Human Services and any other community agency wanting to participate in the coordinated entry system. Agreements will include the following:

- Partnership agencies must make a good faith effort to serve clients who are referred by HRC
- Partnership agencies will notify HRC within seven (7) business days after the scheduled appointment if the client has been accepted into the program, or if a referral is turned away and provide an explanation
- Partnership agencies will be represented in CEC (CES Evaluation Committee)
- Partnership agencies will send walk-in or phone inquiries to HRC for a prescreening

HMIS Data Collection and Entry

Accurate and timely HMIS data is essential to the success of the HRC. Each household receiving an assessment will be entered into HMIS using the universal data collection requirements by HRC. If a household is already part of the HMIS then their information will be updated by HRC.

- All information will be scanned into each household's HMIS profile.
- When a referral is made to a partner agency the HMIS household identifier will be provided so that the partner agency can have access to household data.
- When the partner agency accepts the household into their program then they need to update the HMIS showing program enrollment and services received.
- Audits of HMIS data entered by partner agencies are performed regularly.

System Evaluation

System evaluations will be performed annually, and the methods will include HMIS data, Department of Commerce Dashboard reports, and CEC feedback.

CES Evaluation Committee (CEC)

Benton County Department of Human Services will hold CEC quarterly to discuss and evaluate HRC. This gives an opportunity to provide feedback, what is working, resolve issues and conflicts and suggest improvement for the program. Partnerships will be developed with housing providers, service providers, mental health agencies and shelters.

Changes to Guidelines

Benton County Department of Human Services may issue revised or new Guidelines at any time. Revised copies will be sent as they are published.

Contact Information

Mari Clark
Contracts Manager
Email: Mari.Clark@co.benton.wa.us
Phone: (509) 737-3902

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 26, 2021
Subject:	Execute Agreement #2021-HHAA-DVS with Domestic Violence Services of Benton and Franklin Counties
Presenter:	
Prepared By:	Mari Clark, DHS Contract Manager
Reviewed By:	Kyle Sullivan, DHS Manager

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

Type of Agenda Item:

- ☒ Consent Agenda
- ☐ Public Hearing
- ☐ Scheduled Business

Type of Action Needed: *(Multiple boxes can be checked, if necessary)*

- ☐ Discussion Only
- ☐ Decision / Direction
- ☐ Sign Letter / Document
- ☐ Pass Motion
- ☒ Pass Resolution
- ☐ Pass Ordinance
- ☒ Execute Contract

Summary / Background Information

Benton County Department of Human Services would like to contract with Domestic Violence Services of Benton and Franklin Counties to assist the County with meeting the goals of the Five-Year Homeless Housing Plan for Benton County to reduce homelessness.

The program will provide Direct Service Vouchers, a short-term financial assistance program, and Supportive Services, consisting of case management specific tasks.

Fiscal Impact

There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0154101 Homeless Housing and Assistance Fund, for a Consideration amount of $271,006.00.

Recommendation

- Sign the Resolution to accept the proposed Grant Agreement
- Approve the proposed Grant Agreement by signing all the copies where indicated

Suggested Motion

Consent Agenda

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTING GRANT AGREEMENT #2021-HHAA-DVS BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND DOMESTIC VIOLENCE SERVICES OF BENTON AND FRANKLIN COUNTIES, TO ASSIST THE COUNTY WITH MEETING THE GOALS OF THE FIVE-YEAR HOMELESS HOUSING PLAN TO REDUCE HOMELESSNESS

WHEREAS, Benton County Department of Human Services would like to contract with Domestic Violence Services of Benton and Franklin Counties to assist the County with meeting the goals of the Five-Year Homeless Housing Plan for Benton County to reduce homelessness; and

WHEREAS, the program shall serve the County's homeless residents, or those at risk thereof, who reside in Benton County and who are found to have met the program's eligibility and documentation requirements; and

WHEREAS, the program consists of providing overnight shelter for homeless individuals experiencing domestic violence; NOW THEREFORE,

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed Grant Agreement; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign, on behalf of Benton County, Grant Agreement #2021-HHAA-DVS between Benton County Department of Human Services and Domestic Violence Services of Benton and Franklin Counties, to assist the County with meeting the goals of the Five-Year Homeless Housing Plan for Benton County to reduce homelessness, for a consideration amount of $271,006.00; and

BE IT FURTHER RESOLVED, the term of the attached Grant Agreement commences on January 1, 2021 and shall expire on December 31, 2022.

Dated this . . .day of . . . . . , 2021

_____
Chair

_____
Member

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

Attest: _____
Clerk of the Board

cc: Human Services; Benton County Commissioners

M Clark

Benton County
DEPARTMENT OF HUMAN SERVICES
Grant Agreement #2021-HHAA – DVS

This Grant Agreement, hereinafter referred to as the "Agreement", is executed by and between **Benton County**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **Benton County Department of Human Services**, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "County"), and **Domestic Violence Services of Benton and Franklin Counties**, a non-profit corporation organized under the laws of the state of Washington, with its principal offices at 3311 W. Clearwater Avenue, Suite C140, Kennewick, WA 99336 (hereinafter "Contractor").

County's Contact Information/Authorized Representative:
Kyle Sullivan, Manager
Benton County
Department of Human Services
7102 W. Okanogan Place, Suite 201
Kennewick, WA 99336
Phone: (509) 783-5284
Fax: (509) 783-5981
E-Mail: Kyle.Sullivan@co.benton.wa.us

Contractor's Contact Information/Authorized Representative:
Angie Pacheco, Executive Director
Domestic Violence Services of
Benton and Franklin Counties
3311 W. Clearwater Avenue, Suite C140
Kennewick, WA 99336
Phone: (509) 735-1295
Fax: (509) 736-0649
E-Mail: Angie.p@dvsbf.org

Agreement Start Date ..... January 1, 2021
Agreement End Date ..... December 31, 2022
Unless this Agreement is terminated sooner as set forth herein.

Consideration..... Benton County $271,006.00

Exhibit A ..... Budget
Exhibit B ..... Partnership Participation Agreement
Exhibit C ..... Housing Resource Center Guidelines

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

For the Contractor:

Title: Executive Director Date 12/30/20

For Benton County:

Benton County Commissioners Date

Attest: Clerk of the Board

Approved as to Content:

Department of Human Services

Approved as to Form:

Benton County Prosecutor's Office

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DEFINITIONS

1. DEFINITIONS

1.1. **Annual Point in Time Count or Washington Homeless Census** means an annual countywide census conducted as a collaborative effort by towns, cities, counties, community-based organizations, and state agencies, with the technical support and coordination of the Dept. of Commerce, to count and collect data on all homeless individuals in Washington.

1.2. **Benton County Resident** means an individual who has spent, at a minimum, the last night prior to applying for assistance within Benton County.

1.3. **Benton-Franklin HMIS Collaborative or the HMIS Collaborative** means a County administered, cooperative agreement of 2163 Homeless Housing and Assistance fund recipients and homeless service providers obtaining, sharing, and utilizing data for input into the Washington State HMIS operated by the Dept. of Commerce.

1.4. **CFR** means Code of Federal Regulations. All references in this Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation.

1.5. **Client or clients** means individuals who are eligible for services under this Agreement.

1.6. **Compliance With Fair Market Rent (FMR) and Occupancy Standards**: Contractor agrees to comply with all FMR and occupancy standards set forth herein. FMR and occupancy standards are defined as gross rent estimates provided annually by HUD. They include the shelter rent plus the cost of all tenant-paid utilities, except telephones, cable or satellite television service, and internet service. HUD sets FMR to ensure that a sufficient supply of rental housing is available to housing program participants. To accomplish this objective, FMRs must be both high enough to permit a selection of units and neighborhoods and low enough to serve as many low-income families as possible. Occupancy standards are set by Benton County Department of Human Services according to Public Housing and HUD requirements and determine the size of a housing unit a household may occupy.

1.7. **Dept. of Commerce** means the Washington State Department of Commerce.

1.8. **Eligible Activities** for Homeless Housing and Assistance funds, as set forth in RCW 43.185C.050(2), are as follows:

- rental and furnishing of dwelling units for the use of homeless persons;
- costs of developing affordable housing for homeless persons, and services for formerly homeless individuals and families residing in transitional housing or permanent housing and still at risk of homelessness;
- operating subsidies for transitional housing or permanent housing serving formerly homeless families or individuals;
- services to prevent homelessness, such as emergency eviction prevention programs including temporary rental subsidies to prevent homelessness;
- temporary services to assist persons leaving state institutions and other state programs to prevent them from becoming or remaining homeless;
- outreach services for homeless individuals and families;
- development and management of local homeless plans including homeless census data collection; identification of goals, performance measures, strategies, and costs and evaluation of progress towards established goals;
- rental vouchers payable to landlords for persons who are homeless or below thirty percent of the median income or in immediate danger of becoming homeless; and

- other activities to reduce and prevent homelessness as identified for funding in the Benton and Franklin Counties' Five-Year Homeless Housing and Assistance Plan.

1.9. **Eligibility for Assistance – Definition of Homeless**: Households are homeless if they are unsheltered or residing in a temporary housing program, as defined below.

a. Living outside or in a place that is not designed for, ordinarily used as a regular sleeping accommodation for human beings, including a vehicle, park, abandoned building, bus or train station, airport or campground;

b. Fleeing or attempting to flee violence, dating violence, sexual assault, stalking, human trafficking, or other dangerous or life-threatening conditions that relate to violence against the household's members(s), including children, that have either taken place within the household's primary nighttime residence or has made the household member(s) afraid to return to their primary nighttime residence;

c. Residing in a temporary housing program including shelters, transitional or interim housing, and hotels and motels paid for by charitable organization or government programs;

d. Exiting a system of care of institution where they resided for 90 days or less AND who resided in an emergency shelter or place not meant for human habitation immediately before entering that system of care or institution;

e. Residing in a trailer or recreational vehicle that is parked illegally or in a location that is not intended for long-term stays (i.e. parking lots).

f. At imminent Risk of Homelessness: Households are at imminent risk of homelessness if they will lose their primary nighttime residence (including systems of care or institutions) within 14 days of the date of application for assistance, AND no subsequent residence has been identified, AND the household lacks the resources or support networks needed to obtain other permanent housing.

1.10. **Eligibility Verification and Documentation** means all agencies that receive funds provided under this Agreement are required to maintain adequate documentation of clients' homelessness status to determine the eligibility of persons being served. The documentation is obtained from the participant or a third party at the time of the referral, entry, or intake. A self-declaration can be obtained if no third-party documentation is easily available. A copy of the documentation shall be maintained in the client file and shall be provided to County upon request.

a. Short-term Shelter and/or Services Provided to Persons Living on the Street. In this case, it is sufficient for the service provider to confirm and document that the persons served indeed reside on the street or are otherwise homeless.

b. Long-term Emergency Shelter/Transitional Housing Provided to Persons Living on the Street or in Short-term Emergency Shelter. Information shall be obtained verifying the client is living on the street or in a short-term emergency shelter. This information may include the names of organizations or outreach workers who have assisted the person in the past, whether the client receives any general assistance checks, and where the checks are delivered.

If a person is coming from transitional housing for homeless persons, the Contractor shall obtain written verification from the transitional housing facility, as well as written verification that the person was homeless prior to living in the transitional housing facility (see above for required documentation).

For persons from a short-term stay (up to 30 consecutive days) in an institution, who previously resided on the street or in an emergency shelter, the Contractor shall obtain written verification from the institution's staff that the participant has been residing in the institution for less than thirty-one (31) days and information on the previous living situation.

If a person is being discharged from a longer stay in an institution, the Contractor shall obtain evidence from the institution's staff that the client was being discharged within the week before receiving homeless assistance. The Contractor shall also obtain information on the income of the person, what efforts were made to obtain housing, and why, without the homeless assistance, the person would be living on the street or in an emergency shelter.

For persons fleeing violence, Contractor shall obtain written verification from the participant that he or she is fleeing a violent situation. If the person is unable to provide verification, the service provider may prepare a written statement about the person's previous living situation for him or her to sign and date.

1.11. **Family or Families** means individuals, of any age, living together in the same household and related by blood, marriage, adoption, or as a result of sharing legal custody of a minor child.

1.12. **HIPAA** means the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USCA 1320d-d8, and regulations enacted pursuant to its provisions, successor law, and/or regulation.

1.13. **Homeless Housing Plan** means the Benton and Franklin Counties' Ten-Year Homeless Housing Plan.

1.14. **Household** means a person or people, related or not, who occupy a housing unit or would occupy a housing unit if one were available.

1.15. **Housing Resource Center (HRC)** is a system that facilitates efficient connections to individuals with the best and most appropriate resources to prevent and decrease homelessness. The HRC uses a uniform intake and basic assessment tool that includes: collection of required HMIS data; evaluation of client housing and service needs; maintenance of current housing inventory and space availability; maintenance of a comprehensive waitlist, as needed; and eligibility screening for all partner agency housing and services.

1.16. **HUD** means the United States Department of Housing and Urban Development.

1.17. **Income Eligibility** means Only Benton County Residents, who are homeless or at risk (as that term is defined herein) and whose household qualifies as extremely low-income with an income at or below thirty (30) percent of the average area median incomes as established by HUD annually, or with an income at or below fifty (50) percent of the average area median incomes for families with children, are eligible to receive services under this Agreement.

1.18. **Long-term private or public housing** means subsidized and unsubsidized rental or owner-occupied housing in which there is no established time limit for habitation of less than two years.

1.19. **Monitoring** means a contractual review to determine compliance with the terms and conditions of this Agreement.

1.20. **Partner Agency Committee (PAC)** consists of all the HRC Partner Agencies. The PAC will meet on a quarterly basis to provide feedback on the program, resolve issues and conflicts, and suggest improvements for the program.

1.21. **Personal Information** is 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's license numbers, other identifying numbers, and any financial identifiers.

1.22. **RCW** means the Revised Code of Washington. All references in this Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at http://app.leg.wa.gov/rcw/.

1.23. **Shall** means compliance is mandatory.

1.24. **Single Audit** means an audit that encompasses the entirety of the financial operations of the Contractor and which meets the requirements prescribed by Federal Office of Management and Budget (OMB) guidelines. The OMB may be accessed at http://www.whitehouse.gov/omb/.

1.25. **Subcontractor** means any person, partnership, corporation, association, or organization, not in the employment of the Contractor, who has a subcontract agreement directly with the Contractor or a subsequent tier subcontract agreement with an intermediate subcontractor.

1.26. **Transitional housing** means a project that facilitates the movement of homeless individuals and families to permanent housing within a reasonable amount of time (usually 24 months). Transitional housing includes housing primarily designed to serve deinstitutionalized homeless individuals and other homeless individuals with mental or physical disabilities and homeless families with children.

1.27. **USCA** means the United States Code Annotated. All references in this Agreement to USCA chapters or sections shall include any successor, amended, or replacement regulation.

1.28. **Use as it relates to HIPAA or HMIS compliance** means, with respect to individually identifiable health or personal information, the sharing, employment, application, utilization, examination, or analysis of such information by an entity that maintains such information.

1.29. **Vulnerable Adult** means a person:

- Who is sixty (60) years of age or older and has the functional, mental, or physical inability to care for himself or herself or has been found to be incapacitated under Chapter 11.88 RCW; or
- Who has a developmental disability, as defined under RCW 71A.10.020; or
- Who has been admitted to a licensed facility, including boarding homes, nursing homes, adult family homes, residential habilitation centers, or any other facility licensed by the Washington State Department of Social and Health Services; or
- Who is receiving services from home health, hospice, or home care agencies licensed or required to be licensed under Chapter 70.127 RCW; or
- Who is receiving services from an individual provider, as defined under RCW 74.34.020.

1.30. **WAC** means the Washington Administrative Code. All references in this Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at http://app.leg.wa.gov/wac/.

1.31. **Washington homeless census** means an annual statewide census conducted as a collaborative effort by towns, cities, counties, community-based organizations, and state agencies, with the technical support and coordination of the Dept. of Commerce, to count and collect data on all homeless individuals in Washington.

1.32. **Washington State Homeless Management Information System (HMIS)** means a database of information about homeless individuals in the state used to coordinate resources to assist homeless clients to obtain and retain housing and reach greater levels of self-sufficiency or economic independence when appropriate, depending upon their

individual situations. The Dept. of Commerce is responsible for operating the statewide HMIS for counties that do not operate their own compliant system.

STATEMENT OF WORK

2. STATEMENT OF WORK

2.1. **Benton County Homeless Housing and Assistance Program – Description:** In consideration for the funding awarded in this Agreement, the Contractor agrees to assist the County with meeting the goals of the Five-Year Homeless Housing Plan for Benton and Franklin Counties to reduce homelessness as set forth below. The Contractor's activities are limited to those eligible activities identified in RCW 43.185C.050(2) and will be funded by the revenue source provided to the County pursuant to RCW 36.22.179(1). This Program shall serve the County's homeless Domestic Violence Victims, who have resided in Benton County at least one night prior to applying for services, and who are found to meet the program's eligibility and documentation requirements.

2.2. **Rapid Rehousing/Homeless Prevention Direct Service Vouchers:** In accordance with RCW 43.185C.050, the Contractor shall provide direct financial assistance in the forms listed below to eligible Benton County residents. Upon incurrence of such costs, the Contractor may request reimbursement from the County by submitting the information required for the amount of such financial assistance provided during the term of this Agreement. The total amount of direct financial assistance provided cannot exceed the amount equivalent to one hundred eighty (180) days of Fair Market Rent per household served. The financial assistance that Contractor may provide eligible persons through Direct Service Vouchers are:

- Up to one hundred eighty (180) days total of rent subsidies based on the Fair Market Rent per household served on a graduated subsidy model to provide temporary rental assistance in order to obtain shelter for program participants. Rental vouchers payable to landlords for persons who are homeless and meet the income eligibility requirements. Any assistance over 180 needs to be approved by the county in writing.
- Rental in arrears up to 3 months to keep household from becoming evicted.
- Rental application vouchers to assist clients in obtaining permanent housing.
- Security deposits for program participants each for an amount up to the equivalent of two months' rent.
- Utility deposit in order for clients to move into a new unit.

2.3 **Eligible Supportive Services Expenses:** In accordance with RCW 43.185C.050 and as identified within the Ten-Year Homeless Housing Plan for Benton County, the Contractor shall provide a reasonable level of direct supportive services to the Counties' eligible direct services recipients. The Contractor may request reimbursement from the County by submitting the information required for the amount of such supportive services provided during the term of this Agreement. Supportive Services shall be reported for billing in an incremental standard of fifteen (15) minutes. Documentation of each supportive service encounter must be sufficient in content to support the reported length of service.

The Contractor may provide eligible persons the following supportive services:

- Personnel performing case management directly related to assisting clients with obtaining and/or maintaining housing which shall consist of intake, eligibility screening, and need assessments to eligible program participants.
- Personnel assisting clients with obtaining other services (food, childcare, counseling, etc.).
- Brief follow-up client contact to assess the need for additional services and/or the effectiveness of previous program efforts and documentation of program outcomes

2.4 DOMESTIC VIOLENCE SHELTER & OPERATIONS

a. Program Overview:
This program consists of providing overnight shelter for homeless individuals experiencing violence. Shelter vouchers for temporary, emergency, short-term rental assistance not to exceed 31 days. The Contractor may request an exemption to this guideline by submitting a written request to Benton County Department of Human Services for up to 14 additional days. The request for exemption must outline the extraordinary circumstance. The Contractor shall not issue shelter vouchers in excess of 31 days without written approval.

b. 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 violence, dating violence, sexual assault, and stalking; and
- Developing an individualized housing and service plan, including planning a path to permanent housing stability.

c. Shelter Operations:

- Shelter operations. Eligible costs are 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.
- 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.

3. **DUPLICATION OF SERVICES:** None of the work done pursuant to this Agreement may duplicate, in form or function, any work or services already being done or provided by the Contractor pursuant to any other contract or agreement Contractor has in place with any governmental or quasi-governmental local, state, nation, or international entity.

PERFORMANCE GOALS AND OUTCOMES

4. **PERFORMANCE GOALS:** The performance goals for the Benton County Homeless Housing and Assistance funds are:
   - to provide supportive services to eligible Benton County clients;
   - to support County efforts in meeting the goals of the Benton and Franklin Counties Ten-Year Homeless Housing Plan; and
   - to decrease homelessness in Benton County.

5. **OUTCOME EVALUATION:** Program outcomes will be monitored and tracked against the HMIS database reports with the monthly billing.

REPORTING AND DELIVERABLES

6. **THE WASHINGTON STATE HMIS:** The Contractor shall provide client information on an ongoing basis, and with each monthly bill submitted on or before the 10th of each month, provide a HMIS print-out of clients served. The Contractor will participate in the HMIS Collaborative and the Data Sharing Agreement and allow the County access to client level data. The Contractor will enter all client information into the HMIS on an ongoing basis. The Contractor will exit client information from the HMIS on a timely basis.

7. **MONTHLY REPORTING:** The Contractor shall provide the following written reports, in a format prescribed or approved by the County, to the County on or before the 10th of the month following each month of service delivery:

   7.1. **Supportive Service Report**:

   - HMIS documentation submitted with monthly billing

SPECIFIC TERMS AND CONDITIONS

8. **ACCESS TO CHILDREN, DISABLED PERSONS, AND VULNERABLE ADULTS:** The Contractor shall prohibit any staff or volunteers with a criminal conviction set forth in RCW 43.43.830 from having access to children, developmentally disabled persons, or vulnerable adults in the course of providing the services under this Agreement. The Contractor must conduct a background check for all applicants for staff or volunteer positions who have unsupervised access to children, developmentally disabled persons, or vulnerable adults. The Contractor shall immediately report to the County any allegations/arrests identified in the background checks. If it becomes known to the Contractor, or the Contractor has reason to believe that an applicant has or may have a disqualifying conviction or finding as described in RCW 43.43.842, subsequent to the completion date of their most recent criminal background inquiry, the Contractor shall immediately report that finding to the County and immediately remove and thereafter restrict the employee or volunteer from providing services to children, developmentally disabled persons, or vulnerable adults unless otherwise granted written permission by the County's Authorized Representative.

9. **CLIENT ELIGIBILITY REQUIREMENTS**

   a. **Client Eligibility**: Only Benton County residents who meet the income eligibility criteria and definitions of homelessness criteria shall be eligible for client services under this Agreement, unless otherwise approved in writing by the County.

   b. **Eligibility Verification and Documentation**: County residency, homelessness status verification, and income eligibility status must be verified by the Contractor for program participants prior to billing for services. Income and homelessness status verification should be verified by a third party or self-declared. Self-declarations must be completed, signed and dated by agency staff. Self-declarations should be used only when written third-party verification cannot be obtained. A copy of each participant's verification documentation shall be kept in the participant's file.

10. **CLIENT FILES:** All client files shall include:
    - Client intake/evaluation, including the initial housing stability plan. The plan shall include goals and objectives as to how the goals will be met. All plans shall contain a timeline in which the goals are expected to be met and indicate whether they have been achieved;
    - Written progress notes that describe services provided and the staff's involvement in assisting the client in meeting the goals of their plan. Notes shall be entered for each client and include the purpose of the service, dates, duration of service, and the staff's name. Notes shall be legible;
    - Correspondence related to each client;
    - Verification and documentation of each client's eligibility for residency, homelessness status, and income;
    - Proof of payments made on client's behalf;

- HMIS consent form;
- Verification and documentation that each client's rights, including what services and benefits may be expected from the program and the client, have been explained to the client;
- Verification and documentation that the agency's grievance policy/procedure has been explained to the client; and
- For rental assistance, verification and documentation of a lease agreement.

11. CLIENT RIGHTS

11.1. Grievance Policy: The Contractor shall implement and follow a grievance policy for clients that:

- is approved by the County;
- is explained to participants and, if necessary, to a family member, legal representative, or advocate;
- provides a mediation process using someone who is unaffected by the outcome if conflicts remain unresolved; and
- produces an outcome that shall be documented in the client file.

11.2. Client Rights: The Contractor shall inform clients of their rights, what services and benefits may be expected from the program, and the program's expectations of them. If necessary, the participant's family, legal representative or advocate is also informed.

11.3. Individual Rights: The Contractor shall implement and follow policies and procedures that protect individual rights regarding participant abuse, rights to privacy, and respectful staff-to-participant interactions.

12. INTERAGENCY COOPERATION: Contractor agrees to participate with other agencies, as requested by the County, in the provision of services under this Agreement.

13. ORGANIZATIONAL DESIGN: The Contractor shall document:

- a written Performance Plan that describes the plan's mission, program objectives, expected outcomes, and how and when objectives will be accomplished, and that the plan is evaluated at least biennially and revised based on actual performance;
- how staff training, experience, and expertise relate to the needs of participants and the program's mission;
- that it is able to account for and manage public funds;
- an administrative/organizational structure that clearly defines responsibilities; and
- that it involves participants in policy development and the impact this has had on the program.

14. OTHER REQUIREMENTS:

14.1. Services and Activities to Minorities and Diverse Populations: All services and activities provided by the Contractor under this Agreement shall be designed and delivered in a manner sensitive to the needs of all minorities. The Contractor shall work toward improving access, retention, and cultural relevance of treatment, prevention or other appropriate services for minorities and other diverse populations in need of treatment, and work toward strengthening working relationships with other agencies serving these populations.

14.2. Participation in the Housing Resource Center: The Contractor shall participate with Benton County Department of Human Services in the Housing Resource Center. Accordingly, Contractor shall enter into a Partner Participation Agreement with the Department of Human Services as set forth by the Partner Participation Agreement (Exhibit B, attached hereto and incorporated herein by reference) and shall designate an individual in its organization to be part of the Benton County Department Human Services Partner Agency Committee (PAC). Contractor shall follow the Housing Resource Center Guidelines set forth by Exhibit C, which is attached hereto and incorporated herein by reference.

14.3. Subcontractor Monitoring and Risk assessment: The Contractor will comply with the annual on-site monitoring and risk assessment. The County reserves the right to monitor and review files at any time besides the annual review when deemed necessary.

GENERAL TERMS AND CONDITIONS

15. **AMENDMENT:** This Agreement, or any term or condition, may be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.

16. **ASSIGNMENT/DELEGATION/SUBCONTRACTING:** The Contractor shall not assign, delegate, or subcontract any portion of the contracted services, except as specifically provided by this Agreement, without obtaining prior written approval from the County's Authorized Representative. Assignment, delegation, or subcontracting without prior written approval by the County shall constitute a substantial breach of this Agreement.

    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 Agreement.

17. **AUDIT REQUIREMENT**: The Contractor shall have an independent review or independent audit performed at least once every biennium based upon the fiscal year of the Contractor. Each audit shall cover the entire operation of the Contractor. The independent review or audit shall reasonably assure the County that the Contractor is financially stable, and that the Contractor has established and maintains an adequate system of internal control to ensure the efficient, proper processing of, and use of, contract funds. The Contractor shall provide a copy of the independent review report or independent audit to the County within 180 days following the end of the independent review/audit period. For purposes of this section, if so agreed by the parties, an annual on-site monitoring visit by the County may constitute an independent review.

    a. **Correction Actions:** The Contractor shall take whatever corrective action is required by the County to mitigate risk or resolve outstanding audit findings within time periods established by the County.

    b. **Single Audit:** If the Contractor is subject to OMB Circular A-133, the Contractor shall comply with applicable OMB circular A-133 audit requirements and perform any corrective actions identified in the audit findings per A-133 requirements.

18. **COMPLIANCE WITH APPLICABLE LAW:** At all times during the term of this Agreement, the Contractor shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, non-discrimination laws and regulations.

    - **Non-Discrimination:** The Contractor and its assignees, delegates, and subcontractors shall not unlawfully discriminate against any person in the performance of any of their 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.

19. **COMPLIANCE WITH HIPAA:** If the Contractor requests or requires Protected Health Care Information for consideration of eligibility, or any other reason, it will at all times during the term of this Agreement, implement policies and procedures to safeguard and maintain any forms of protected health information in accordance with the requirements of state and federal law, and particularly the provisions of the Health Insurance Portability and Accountability Act. The Contractor shall not request

or require program applicants to sign uncompleted forms requesting healthcare information (blank releases of information).

20. **COMPLIANCE WITH DEPT. OF COMMERCE HMIS STANDARDS:** At all times during the term of this Agreement, the Contractor shall implement policies and procedures to safeguard and maintain protected personal information in accordance with the requirements of state and federal law, and particularly the provisions of the Dept. of Commerce requirements for the HMIS utilized by the County.

    Confidentiality for Victims of Domestic Violence or Other Revealing Information Regarding HIV/AIDS status: In fulfilling HMIS duties for this Agreement, the Contractor shall uphold the disclosure and storage parameters of personal information as found in RCW 70.24.105 and RCW 70.123.076.

21. **CONFIDENTIALITY:** The parties to this Agreement shall use Personal Information and other information gained only for the purposes of this Agreement. The Contractor shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information, without prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other information gained by reason of the Agreement and shall return or certify the destruction of such information if requested in writing by the party to the Agreement that provided the information.

    The Contractor understands that as a public entity, the County is subject to the Public Records Act (RCW 42.56.020) which mandates the release of most public records held for any purpose. The Contractor understands that any written record (including electronically stored records) which it submits to the County including, but not limited to, descriptions of work, client files, billings and correspondence, may be subject to the Public Records Act and if requested by a member of the public, will be disclosed by the County if mandated by the Public Records Act. Provided, however, that the County will not disclose any records that are protected by a statutory scheme (e.g., the Health Information Portability and Accountability Act) or case law. Accordingly, Contractor agrees that to the extent it feels that any of the written records it submits to the County are confidential, proprietary, or otherwise protected from disclosure under the Public Records Act, it will prominently designate the record(s) as such on their face. To the extent that the County receives a Public Records Act request for any written records which have been designated as confidential or proprietary, it will take all reasonable steps to contact Contractor as soon as possible and advise of the request so that Contractor can request a court order protecting the record(s). Contractor also hereby waives any and all rights to recover damages against the County for any records released pursuant to the Public Records Act.

22. **DEBARMENT CERTIFICATION:** The Contractor, by signature to this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal department or agency. The Contractor shall not employ any person or contract with any person or agency excluded from participation in federal health care programs or debarred or suspended per this Agreement.

23. **ENTIRE AGREEMENT:** This Agreement, including all documents attached to or incorporated by reference, contains all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties.

24. **GOVERNING LAW AND VENUE:** This Agreement has been and shall be construed as having been made and delivered within the State of Washington and this Agreement shall be governed by the laws of the state of Washington both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in the courts of competent jurisdictions in Benton County, Washington.

25. **HEADINGS AND CAPTIONS:** The headings and captions used in this Agreement are for reference and convenience only, and in no way define, limit, or decide the scope or intent of any provisions or sections of this Agreement.

26. **INDEMNIFICATION:** 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.

    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 benefits 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. By executing this Agreement, 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 Agreement the Contractor makes with any subcontractor or agent performing work hereunder. Contractor's obligations under this Section 13 shall survive termination and expiration of this Agreement.

    The Contractor's obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from actions, 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.

27. **INDEPENDENT STATUS:** For purposes of this Agreement, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of the County or the State of Washington. Neither the Contractor, nor any of the Contractor's employees may hold themselves out as or claim status as an officer, employee, or agent of the Benton County Department of Human Services, the State of Washington, or the County. Neither the Contractor, nor any of the Contractor's employees may claim for themselves any rights, privileges, or benefits that would accrue to an employee of the State of Washington or the County. The Contractor shall indemnify and hold harmless Benton County and the Benton and County Department of Human Services for all obligations to pay or withhold federal or state taxes or contributions or any other payroll deductions on behalf of the Contractor or the Contractor's employees.

28. **INSURANCE.** Prior to commencement of services under this Agreement, Contractor shall submit to the County certificates of insurance or certified copies of insurance policies and endorsements, if requested by the County, for the coverage required below and shall maintain the same type and amount of coverage as is currently in effect for the life of this Agreement. Each insurance certificate shall provide that coverage will not be canceled or reduced below the contractual amounts stated herein without forty-five (45) days prior to notice to the County. Contractor shall maintain at Contractor's sole expense unless otherwise stipulated, the following insurance coverages, insuring the County and its elected and appointed officials, employees, and agents as required herein.

    The Contractor shall not commence work under this Agreement until the Contractor has obtained all insurance required under this paragraph and such insurance has been approved by the County.

    All insurance policies shall be issued by companies authorized to do business under the laws of the state of Washington unless an exception is given in writing by the County's Authorized Representative. All insurance to be maintained by the Contractor, other than Professional Liability and Workers' Compensation, shall specifically include the County as an "Additional Insured" and shall not be reduced or canceled without forty-five (45) days prior written notice to the County. The Contractor's insurance coverage shall be primary insurance with respect to the County and its elected

and appointed officials, employees, and agents. Any insurance or self -insurance maintained by the County or its elected and appointed officials, employees, or agents shall be excess of the Contractor's insurance and shall not contribute to it.

Liability coverage, except Professional Liability, shall be written on an Occurrence policy form. If coverage is Claims Made form, the Retroactive Date shall be prior to or coincident with the date of this Agreement, and the policy shall state that coverage is Claims Made, and state the Retroactive Date. Should Claims Made be the only option, a minimum of three (3) year tail coverage shall be maintained after the expiration of the Agreement.

29. **Commercial General Liability Insurance:** The Contractor shall maintain, during the life of this Agreement, Commercial General Liability Insurance (Policy Form CG0001, or equivalent) to protect the County from claims for damages for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this Agreement, whether such operations are by the Contractor or by anyone directly employed by or contracting with the Contractor.

    Specific limits required:

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

30. **Commercial General Liability Insurance Policy:** The Contractor shall maintain an endorsement naming the County as Additional Insured (Policy Form CG2010) and an endorsement that specifically states the Commercial General Liability Insurance shall be primary, and not contributory, with any other insurance maintained by the County.

    The policy shall be endorsed to include stop gap employer's liability 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

31. **Automobile Liability Insurance:** The Contractor shall maintain, during the life of this Agreement, Commercial Auto Liability Insurance (Policy Form CA0001, or equivalent) in the amount of $1,000,000 Bodily Injury and Property Damage per combined single limit to protect the Contractor from claims which may arise from the performance of this Agreement, whether such operations are by the Contractor or by anyone directly or indirectly employed by the Contractor. Covered autos shall be designated as "Symbol 1" any auto, if commercial auto liability is applicable.

32. **Workers' Compensation Insurance:** The Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. The Contractor shall submit a copy of its certificate of coverage from the Washington State Department of Labor and Industries prior to the commencement of work.

33. **Industrial Insurance Waiver:** With respect to the performance of this Agreement and as to claims against the County and its officers, agents, and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend, and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor against the County. However, Contractor's waiver of immunity by the provisions of this section extend only to claims against Contractor by the County and does not include or extend to claims by Contractor's employees directly against Contractor. This waiver is mutually negotiated by the parties to this Agreement.

34. **Professional Liability Insurance:** Prior to the start of work, the Contractor will secure and maintain at its own expense Professional Liability Insurance in an amount of not less than $1,000,000 per

claim and in the aggregate. If coverage is Claims Made, the retroactive date shall be prior to or coincident with the date of this Agreement. The policy shall state that coverage is claims made and state the retroactive date. Claims Made form coverage shall be maintained by the Contractor for a minimum of three (3) years following the termination of this Contract, and the Contractor shall annually provide the County with proof of renewal.

35. 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 address and Authorized Representative set out on the face page of this Agreement. Notice may also be given by facsimile or e-mail to the Authorized Representative with the original 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 facsimile or e-mail, service shall be effective at the beginning of the next working day.

36. ORDER OF PRECEDENCE: In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved the giving precedence in the following order:

a. Applicable federal, state, and local law, regulations, rules, and ordinances.
b. This Agreement, including all documents attached to or incorporated by reference.

37. OWNERSHIP OF MATERIAL: Material created by the Contractor and paid for by the County as part of this Agreement, including all copyright and other intellectual property rights associated with such material, shall be owned by the County and shall be "works for hire" as defined by Title 17 USCA, Section 101. This material includes but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Any materials produced as a result of the County's funding shall display the County's name appropriately. Material which the Contractor uses to perform this Agreement, but which is not created for or paid for by the County, is owned by the Contractor, however, the County shall have a perpetual license to use this material for the County's internal purposes at no charge to the County.

38. PROHIBITION OF POLITICAL ACTIVITIES: No funds, material, property, or contracted services provided under the terms of this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

39. RECORDS MAINTENANCE AND INSPECTION: For six (6) years, unless otherwise stated herein, following the termination of this Agreement, the Contractor shall maintain records in their original form that are sufficient to:

- Document the performance of all acts required by law, regulation, or this Agreement;
- Substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance;
- Demonstrate accounting procedures and practices which sufficiently and properly document the Contractor's billings to the County and all expenditures made by the Contractor to perform as required by this Agreement;
- Ascertain that personnel policies, procedures, and practices are in compliance with this Agreement; and
- Ascertain that all taxes and insurance required by state and federal law and this Agreement were paid by the Contractor.

39.1. Right of Inspection: The Contractor shall give access to its facilities and records to the County and its officers, employees, and agents, and to any other authorized officer, employee, or agent of the State of Washington or the United States at all reasonable times. Authorized persons shall have the right to examine the Contractor's performance and financial records and to perform other activities to determine the Contractor's compliance with the terms of this Agreement. The County may give the Contractor reasonable notice of monitoring, auditing, observation, and other visits by its officers and employees to the Contractor's place(s) of business; however, the Contractor may also be subject to unannounced site inspections, as necessary. The Contractor's failure to provide access to offices or

records upon reasonable notice, as required by this section, shall constitute a substantial breach of this Agreement.

39.2. Notice of Inspections: The Contractor shall verbally notify the County immediately of any inspections, audits, accreditation, or program reviews of services by any individual, agency, or governmental unit. The Contractor shall promptly provide the County with copies of any written reports of such inspections, audits, accreditation, or program reviews upon request.

39.3. 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 Article 20 of this Agreement may be of evidentiary value; the County will 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 are in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out above in Article 20.

39.4. Audit Clarification: In the event that the County desires clarification in any way related to an audit or inspection of Contractor's books, records, or office, to determine whether Contractor is acting in compliance with this Agreement or federal, state, or local law, the County may request, in writing, that Contractor provide further clarification on any issue, or that Contractor provide certain books or records meeting certain criteria. If Contractor receives such a notice, Contractor shall cooperate in providing the requested information, books, or records, by the date and time noted in the request. Failure to respond, evasive responses, or incomplete responses shall constitute a substantial breach of this Agreement. The Contractor shall respond within (5) business days, excluding weekends and holidays.

40. **REDUCTION/SUSPENSION OF SERVICES:** The Contractor shall provide the County with prompt notification of any discontinuance or suspension of or significant reduction in any category of services provided by this Agreement or any change in location of the provision of such services. Said changes shall only be made in accordance with the provisions of this Agreement.

41. **RELATIONSHIP OF THE PARTIES:** The Benton County Department of Human Services shall be the representative of the County with full authority for administering and overseeing the performance of this Agreement. Whenever, in this Agreement, provision is made for the Contractor to contact or give notice to the County or provide it with documents, reports, voucher claims, or any other information, or for the County to give notice to the Contractor to review, inspect, observe, or audit this Contractor's contracted services, facilities, programs, or records, the term "County" shall mean the Department of Human Services.

    The Contractor agrees to immediately remove any of its employees or agents from their assignment to perform services under this Agreement upon receipt of a written request to do so from the County's Authorized Representative, or his designee.

42. **SEVERABILITY:** The provisions of this Agreement are severable. If any court holds any provision of this Agreement, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions of this Agreement.

43. **SURVIVABILITY:** The terms and conditions contained in this Agreement, which by their sense and context, are intended to survive the expiration of this Agreement shall so survive. Surviving terms include but are not limited to: Confidentiality; Indemnification and Hold Harmless; Inspection; Maintenance of Records; Ownership of Material; Termination for Default; Termination Procedure; and Treatment of Property.

44. **TERMINATION DUE TO CHANGE IN FUNDING:** If the funds upon which the County relied to establish this Agreement are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the County may immediately terminate this Agreement by providing written

notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

45. **TERMINATION FOR CONVENIENCE:** Either party may terminate this Agreement in whole or in part, for any reason, by giving at least thirty (30) calendar day's written notice. In the event of termination, each party shall be responsible only for performance rendered in accordance with the terms of this Agreement prior to the effective date of termination. The Contractor shall assist in the orderly transfer/transition of the clients served under this Agreement.

46. **TERMINATION FOR DEFAULT:** The County may terminate this Agreement for default, in whole or in part, by written notice to the Contractor, if the County has a reasonable basis to believe that the Contractor has:
    - **a.** Failed to meet or maintain any requirement for contracting with the County;
    - **b.** Failed to perform under any provision of this Agreement;
    - **c.** Failed to ensure the health or safety of any client for whom services are being provided under this Agreement;
    - **d.** Violated any law, regulation, rule, or ordinance applicable to the services provided under this Agreement; and/or
    - **e.** Otherwise breached any provision or condition of this Agreement.

    Before the County may terminate this Agreement for default, the County shall provide the Contractor with a ten (10) day written notice of the Contractor's noncompliance and provide the Contractor a reasonable opportunity to correct the Contractor's noncompliance. If the Contractor does not correct the Contractor's noncompliance within the ten (10) day period of time specified in the written notice of noncompliance, the County may then immediately terminate the Agreement. However, the County may terminate the Agreement for default without such written notice and without opportunity for correction if the County reasonably believes that a client's health or safety may be jeopardy, or if the Contractor has violated, or is alleged to have violated, as determined by the County, any law, regulation, rule, or ordinance applicable to the services provided under this Agreement.

47. **DISPUTES:** Disputes between the Contractor and the County, arising under and by virtue of this Agreement, 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 Authorized Representative or designee. All rulings, orders, instructions, and decisions of the County's Authorized Representative shall be final and conclusive, subject to Contractor's right to seek judicial relief.

48. **PROCEDURE UPON TERMINATION OR EXPIRATION OF AGREEMENT:** The following provisions apply in the event this Agreement is terminated or expires:

    41.1. Cease Performance: The Contractor shall cease to perform any services required by the Agreement as of the effective date of termination or expiration and shall comply with all reasonable instructions contained in the notice of termination or expiration which are related to the transfer of clients, distribution of property, and termination or expiration of services.

    41.2. Delivery of Assets: The Contractor shall immediately deliver to the County's Authorized Representative (or to his or her successor) listed on the first page of this Agreement, all of the County's property in the Contractor's possession, including any materials created under the Agreement. If the Contractor fails to return the County's property within ten (10) working days of the effective date of termination or expiration of this Agreement, the Contractor shall be charged with all reasonable costs of recovery, including transportation. The Contractor shall protect and preserve any property of the County that is in the Contractor's possession pending its return to the County. Nothing in this paragraph shall limit the County's rights or remedies pursuant to this Agreement or law.

41.3. Payment of Services: The County shall be liable for and shall pay for only those services authorized and provided through the date of termination or expiration. The County may pay an amount mutually agreed upon by the parties for partially completed work and services, if usable by the County.

41.4. Final Payment: If the County terminates this Agreement for default on the part of the Contractor, the County may withhold some or all of the final payment to the Contractor that the County determines necessary to protect the County from loss or additional liability. In addition to these remedies, the County shall be entitled to remedies available at law, in equity, or under this Agreement. If it is later determined that the Contractor was not in default, the Contractor shall be entitled to all remedies available at law, in equity, or under this Agreement.

41.5. Transition: In the event that this Agreement is terminated or expires, Contractor shall assist in the orderly transition of clients and records to a new provider or to the County, at the County's direction. This includes, at a minimum, transferring client files to new providers at the request of the provider, the client, or County, advising clients of how to contact new provider(s), and not taking any action that would interfere with a client's choice of new provider or relationship with access to a new provider.

49. **TREATMENT OF CLIENT PROPERTY:** Unless otherwise provided in this Agreement, the Contractor shall ensure that any adult client receiving services from the Contractor under this Agreement has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under the age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or, expiration of completion of this Agreement, the Contractor shall immediately release to the client and/or the client's guardian or custodian all of the client's personal property.

50. **TREATMENT OF PROPERTY:** Title to all property purchased or furnished by the County for use by the Contractor during the term of this Agreement shall remain titled to the County. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by the County under the Agreement shall pass to and vest in the County. The Contractor shall protect, maintain, and insure all County's property in its possession against loss or damage and shall return the County's property to the County within ten (10) working days of Agreement termination or expiration.

51. **WAIVER:** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed as a modification of the terms and conditions of this Agreement unless amended as set forth in the Amendment provisions of this Agreement. Only the County, or its designee, have the authority to waive any term or condition of this Agreement on behalf of the County and such waivers shall only be effective if they are in writing and signed by the County's Authorized Representative, or designee. The failure of the County to insist upon the strict performance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

CONSIDERATION AND PAYMENT PROVISIONS

52. **CONSIDERATION:** The County shall reimburse the Contractor for reasonable costs associated with the performance of the activities described in the Statement of Work provisions of this Agreement and in accordance with Exhibit A, which is attached hereto and incorporated herein by reference. The maximum consideration for services provided shall be as follows:

    52.1. Supporting documentation is required to be submitted with County invoice for all reimbursement requests. (Ledgers, receipts, HMIS reports, etc.)

52.2. RAPID REHOUSING/EVICTION PREVENTION

a. **Direct Service Vouchers – Rapid Rehousing/Eviction Prevention** are eligible for reimbursement for direct expenses provided during each month between January 1, 2021 and December 31, 2022 and shall not exceed a total of $47,828.00 during the term of this Agreement.

b. **Program Supportive Services** eligible for reimbursement may be billed at no more than $761.41 per month between January 1, 2021 and December 31, 2022 and shall not exceed a total of $18,274.00 during the term of this Agreement.

c. **Administrative Costs** eligible for reimbursement may be billed at five percent (5%) of the total amount of Direct Service Vouchers and Program Supportive Services expenses in each month between January 1, 2021 and December 31, 2022 and shall not exceed a total of $3,304.00 during the term of this Agreement.

52.2 EMERGENCY SHELTER & OPERATIONS

a. **Shelter Operations** eligible for reimbursement and may be billed at no more than $8,400.00 per month between January 1, 2021 and December 31, 2022 and shall not exceed $201,600.00 during the term of this Agreement.

53. BILLING PROCEDURES: The Contractor shall submit written claims for payments earned on the appropriate forms provided by the County. All claims must be accompanied by the appropriate HMIS report and supporting documentation. All claims must be submitted by the 10th day of each month for services provided the prior month. The County will pay the Contractor with County warrants or request further verification documentation within thirty (30) days following receipt of timely claims for payment. Claims submitted after the 10th of the month may not be eligible for reimbursement. The final billing for services against this Agreement shall occur no more than sixty (10) days after the end date of this Agreement.

54. PAYMENT PROVISIONS

54.1. Right to Withhold Payment: The County expressly reserves the right to withhold payment in whole or in part when:

- the Contractor fails to submit documentation required by this Agreement sufficient to substantiate claims for payments;
- the Contractor fails to maintain its reporting obligations under this Agreement;
- claims for payments are inconsistent with the terms and conditions of this Agreement; or
- the Contractor breaches this Agreement or violates any city, county, state, or federal rule, regulation, or law.

54.2. Overpayments/Duplicate Payments: The Contractor ensures that services billed against this Agreement have not been paid by any other source. In the event the Contractor receives payment from another source, subsequent to receiving payment from the County, the Contractor shall promptly reimburse the County in the amount of the duplicate payment.

54.3. Reductions in Funding: The County expressly reserves the right to modify or terminate this Agreement if the funding it receives for contracted services is withdrawn, reduced, or limited. The County may reduce the level of services authorized or eliminate specific categories of services insofar as necessary to reflect any funding reductions or limitations. The County shall notify the Contractor promptly of any reduction or proposed reduction in funding. The Contractor agrees that, upon receipt of such notice, it shall take immediate, appropriate, and reasonable action to reduce its spending in the affected funding area so that the payments earned do not exceed the reduced funding level.

54.4. Recovery of Costs Claimed in Error: If the Contractor claims and the County reimburses for expenditures under this Agreement which the County later finds were (1) claimed in error or (2) not allowable costs under the terms of the Agreement, the County shall recover those costs and the Contractor shall fully cooperate with the recovery.

54.5. Reimbursement for Services: If the County requests in writing services that exceed those services outlined in this Agreement, then reimbursements of costs for such services shall be limited to an hourly rate of $24.00 per hour and shall not exceed the net total costs for the Supportive Services.

55. CERTIFICATION FILES INFORMATION: The Contractor shall provide current certification documentation when requested by the County. Documentation may include, but is not limited to, the Contractor's Board of Directors' roster, bylaws, organizational charts, job descriptions, policies and procedures, and licenses.

Benton Franklin Counties Domestic Violence Services **Exhibit A**
2021-HHAA-DVS
Benton County
January 1, 2021 to December 31, 2022

Expenses	Computation	Cost
Rapid Rehousing/Eviction Prevention	**Direct Services** Rental Deposits, Rental Assistance up to 6 months of FMR, App Fees, Utility Deposit	$47,828.00
Program Support Services	Case management support services $761.41 per month X 24 months	$18,274.00
Administration	5% of operations and program support services	$3,304.00
Total		**$69,406.00**

Shelter Operations	Comutation	Cost
Shelter Operations	$8400.00 per month x 24 months	$201,600.00

Total Contract Amount: **$271,006.00**

BENTON COUNTY WA

Partner Participation Agreement

The overall goal of the Housing Resource Center (HRC) provided by Benton County Department of Human Services (BCDHS) is to partner with community agencies in their efforts to decrease homelessness and reduce the time households spend in homelessness. In order for HRC to be successful and improve the experience of households in crisis seeking assistance, both HRC and participating agencies will commit to common performance expectations, to be carried out to the best of their availability.

As a HRC partner, you can expect the following service commitments from BCDHS HRC:

- Households referred by your agency to HRC will be treated with unconditional regard for their situation and scheduled for a screening within 3 business days of your referral.
- Households will be referred by HRC to the necessary housing and support services in a fair and equitable manner, without regard to the individual's race, national origin, ethnicity or gender.
- All households will be pre-screened based on your agency's specific criteria prior to receiving a referral to your agency. Criminal background checks will not be performed by HRC. HRC will contact your agency directly prior to referral, to ensure that there are no unforeseen reasons to expect the referral will be declined.
- HRC will provide households seeking assistance direct services including; navigator preliminary assessment of program qualifications and barriers, data entry into HMIS, emergency shelter/motel vouchers, homeless prevention and rapid re-housing to qualified households.
- Provide an ongoing committee forum to enable your agency to provide feedback regarding HRC performance, conflicts, as well as continually shape the HRC vision and scope of services provided.

As a HRC partner, your agency makes the following service commitments to the HRC:

- Provide HRC the list of qualification criteria for each of its programs (updated as needed).
- Update HRC weekly with program openings.
- Refer all households requesting homeless housing assistance to HRC.
- Identify a point of contact(s) for HRC to direct any referrals.
- Accept and confirm qualified referrals from HRC and provide explanation for referral refusals within 7 days of the households appointment.
- Update HMIS on a daily basis to show program availability.
- Work with BCDHS HMIS coordinator to resolve and improve data quality.
- Report on community needs, trends and resources that may impact HRC.
- Attend HRC housing provider/PAC meetings on a regular basis.

On behalf of Domestic Violence Services of Benton Franklin counties, Mary A Parker, am committed to supporting the success of HRC and its mission and will be an active agency partner with Benton County Department of Human Services Housing Resource Center.

12/30/20
Agency Representative and Date

Benton County Department of Human Services Representative

Benton County
Dept. of Human Services
7102 W. Okanogan Pl., Ste. 201
Kennewick, WA 99336
Phone: (509) 783-5284
Fax: (509) 783-5981

Housing Resource Center Guidelines

Foundational Principles

- Belief in housing first concept
- Belief of Progressive Engagement and the idea of doing the least for each household rather than the most
- Belief that people are resourceful and can make it without us
- Belief in the consumer as the lead in the process (strength-based approach)
- A willingness to use a system-perspective
- Functions primarily as a centralized intake/triage approach for housing assessment and referral
- Identify and utilize information and strengths of each agency
- Establish role and utilization of HMIS
- Provide community education
- Be data driven
- Know best practice models and consider the best local adaptation

What HRC Does

- Assess clients for immediacy of need and place into appropriate program and/or service
- Assess clients risks of homelessness
- All clients screened for diversion
- Assess for level of need
- All programs that have unique eligibility requirements will be used to verify eligibility and appropriateness
- Provides services to the clients that meet the minimum points on the vulnerability/prioritization tool.
- Provides additional assessment/case management based on needs with an Intake Specialist.

HRC goals

- Reduce the time homeless
- Quick access to comprehensive information
- Household receives a successful referral

- Household has a clear understanding on the next step
- Decrease duplication of agency work to qualify household
- Decrease duplication of services to the same household
- Provide improved access to services

Pre-screen/Prioritization

The Housing Navigator responds to the household to determine:

- Presenting issues
- Special Populations: DV and Youth
- Housing Status: at risk, homeless or shelter assistance
- Income eligibility
- Provide diversion
- Provide Information
- Prioritization tool will be used. For clients 0-4 score there will be no intervention, and clients will be given other community resources and diversion techniques will be offered. For clients scoring of 5 points or more on the tool they will be screened further for appropriate intervention.
- Clients scoring a 4 with extenuating circumstances can be staffed for potential over-ride. The reason for the over-ride will be documented on the tool by the supervisor.

Homeless & At Risk Definitions

Households are homeless if they are unsheltered or residing in a temporary housing program, as defined below.

Unsheltered Homeless:

Living outside or in a place that is not designed for, or ordinarily used as a regular sleeping accommodation for human beings, including a vehicle, park, abandoned building, bus or train station, airport, or campground.

Fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, human trafficking, or other dangerous or life-threatening conditions that relate to violence against the household member(s), including children, that have either taken place within the household's primary nighttime residence or has made the household member(s) afraid to return to their primary nighttime residence.

Sheltered Homeless:

Residing in a temporary housing program including shelters, transitional or interim housing, and hotels and motels paid for by charitable organizations or government programs.

Exiting a system of care or institution where they resided for 90 days or less AND who resided in an emergency shelter or place not meant for human habitation immediately before entering that system of care or institution.

Residing in a trailer or recreational vehicle that is parked illegally or in a location that is not intended for long-term stays (i.e. parking lots).

At Imminent Risk of Homelessness

Households are at imminent risk of homelessness if they will lose their primary nighttime residence (including systems of care or institutions) within 14 days of the date of application for assistance, AND no subsequent residence has been identified, AND the household lacks the resources or support networks needed to obtain other permanent housing.

Screening Process

For households who are determined to be homeless or at risk of homelessness, the intake specialist continues with a full assessment.

Step One Determines:

- Household Information
- Income/Housing Information
- Household Characteristics
- Housing Status
- Use the prioritization tool to see if client/household meets minimum criteria

Step Two Determines:

1. If the client does not meet minimum criteria:
    - Diversion techniques will be utilized
    - A community resource guide will be available to guide the client
2. If the client is at imminent risk:
    - Additional paperwork will be obtained
    - A referral will be made to an eviction prevention program (subject to available funds)
    - Partner agencies will notify the HRC worker within 7 days of the clients appointment to let the HRC staff know the outcome of the referral
    - Data will be entered into HMIS
3. If the client is homeless:
    - Barriers will be determined
    - Level of engagement will be determined
    - Additional paperwork will be obtained

- A referral will be made to a rapid rehousing program (subject to available funds)
- Partner agencies will notify the HRC worker within 7 days of the clients appointment to let the HRC staff know the outcome of the referral
- Data will be entered into HMIS

Applicants are seen on a first come / first served basis. Should there be multiple applicants for a single program opening, clients will then be prioritized for service. For example: (1) Chronically homeless (2) unsheltered literally homeless and then (3) sheltered literally homeless.

Direct Services Provided within HRC

Emergency Motel/Shelter Vouchers

Motel/Shelter vouchers can be issued only as a "last resort" for households that cannot stay at the Union Gospel Mission (UGM) and have no other resources available to them (subject to available funds).

- Motel/Shelter vouchers are limited to one week except under special circumstances
- Motel/Shelter vouchers will be issued to motels that have agreed to do business with Benton and Franklin County.
- Motel/Shelter vouchers will only be issued if the mission is full and/or the client cannot stay there due to mental/physical/medical problems and noted by the case manager. (subject to available funds)
- Priority for motel/shelter vouchers will be given to single fathers with children and families that have a boy over the age of 12 that cannot stay at the mission.

Homeless Prevention

Homeless prevention assistance applies to households facing eviction from their current residence and will be provided based on the Eligibility Criteria and a completed Rating Tool:

- Only households below 30% AMI
- Household must show an eviction notice that will result in their being homeless within 14 days of screening.
- Assistance is limited to the amount to prevent the eviction but cannot exceed 30 days of FMR for the unit size, unless otherwise approved by supervisor.
- Households living with family or friends are not eligible for prevention unless the host family is pending evicted (an eviction notice must be presented) due to overcrowding or the host family is on Section 8 housing and is able to show documentation of enrollment.

Rapid Re-Housing

Rapid re-housing assistance applies to households that are currently unsheltered homeless, fleeing violence, or living in a shelter or motel paid by a charitable or non-profit organization; and in need of first month rent and/or deposit.

- Household will need to show proof of homelessness by submitting a letter from a shelter, receipt from motel (paid for by a charitable or non-profit organization), 3rd party declaration or a self-declaration.
- Households will complete a full intake assessment to determine barriers and service needed.
- Households needing more than one month rent or deposit assistance will be screened and referred to additional programs if found eligible.
- Households will need to obtain housing which is suitable for the household size (based on occupancy guidelines) and budget.
- Households receiving assistance by HRC must have a reasonable sustainable plan to maintain housing on an ongoing basis and show proof of such without further assistance.

Occupancy Standards for Benton and Franklin Counties

Occupancy Standards for Benton and Franklin Counties are listed below. The standard can be evaluated on a case by case situation by the Housing Program Specialist.

Household Size	Unit Size Allowable
1 -2 persons	Studio
1-3 persons	One bedroom
4- 5 persons	Two bedroom
6-7 persons	Three bedroom
8+ persons	Four bedroom/Plus

Community Resources

HRC will provide community resources and referrals including the "Community Resource Guide" which is a comprehensive guide to services in Benton and Franklin Counties.

Referral Process

Clients whom are determined eligible will receive an assessment based on individual need. Referrals to agency partners will be made based on program eligibility. HRC staff monitor openings each day based on direct communication with partner agencies that routinely notify HRC staff of new openings as they become available. The process will include the following:

- Determine which program is most suitable and has a current opening
- Contact the agency to schedule an appointment for the referred household
- Within seven (7) business days after the scheduled appointment, the agency will notify HRC with the HRC Referral Letter outcome whether the client was accepted into the program or why the household was turned away. Programs must provide a qualifying reason to deny a referral.
- Client data and HMIS number will be shared with the referral agency

If an agency sends a client to HRC for prescreening and assessment and would like the client referred back to their program, the agency must submit this request in writing. If their program is the most suitable for the client, HRC will make every effort to honor the request.

Partner Agreements

Agency partner agreements will be required for all agencies receiving funds through Benton County Department of Human Services and any other community agency wanting to participate in the coordinated entry system. Agreements will include the following:

- Partnership agencies must make a good faith effort to serve clients who are referred by HRC
- Partnership agencies will notify HRC within seven (7) business days after the scheduled appointment if the client has been accepted into the program, or if a referral is turned away and provide an explanation
- Partnership agencies will be represented in CEC (CES Evaluation Committee)
- Partnership agencies will send walk-in or phone inquiries to HRC for a prescreening

HMIS Data Collection and Entry

Accurate and timely HMIS data is essential to the success of the HRC. Each household receiving an assessment will be entered into HMIS using the universal data collection requirements by HRC. If a household is already part of the HMIS then their information will be updated by HRC.

- All information will be scanned into each household's HMIS profile.
- When a referral is made to a partner agency the HMIS household identifier will be provided so that the partner agency can have access to household data.
- When the partner agency accepts the household into their program then they need to update the HMIS showing program enrollment and services received.
- Audits of HMIS data entered by partner agencies are performed regularly.

System Evaluation

System evaluations will be performed annually, and the methods will include HMIS data, Department of Commerce Dashboard reports, and CEC feedback.

CES Evaluation Committee (CEC)

Benton County Department of Human Services will hold CEC quarterly to discuss and evaluate HRC. This gives an opportunity to provide feedback, what is working, resolve issues and conflicts and suggest improvement for the program. Partnerships will be developed with housing providers, service providers, mental health agencies and shelters.

Changes to Guidelines

Benton County Department of Human Services may issue revised or new Guidelines at any time. Revised copies will be sent as they are published.

Contact Information

Mari Clark
Contracts Manager
Email: Mari.Clark@co.benton.wa.us
Phone: (509) 737-3902

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 26, 2021
Subject:	Execute Agreement #2021-HHAA-SHCN with Safe Harbor Crisis Nursery
Presenter:	
Prepared By:	Mari Clark, DHS Contract Manager
Reviewed By:	Kyle Sullivan, DHS Manager

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

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

Summary / Background Information

Benton County Department of Human Services would like to contract with Safe Harbor Crisis Nursery to assist the County with meeting the goals of the Five-Year Homeless Housing Plan for Benton County to reduce homelessness.

The program will provide Direct Service Vouchers, a short-term financial assistance program, and Supportive Services, consisting of case management specific tasks.

Fiscal Impact

There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0154101 Homeless Housing and Assistance Fund, for a Consideration amount of $100,800.00.

Recommendation

- Sign the Resolution to accept the proposed Grant Agreement
- Approve the proposed Grant Agreement by signing all the copies where indicated

Suggested Motion

Consent Agenda

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTING GRANT AGREEMENT #2021-HHAA-SHCN BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND SAFE HARBOR CRISIS NURSERY, TO ASSIST THE COUNTY WITH MEETING THE GOALS OF THE FIVE-YEAR HOMELESS HOUSING PLAN TO REDUCE HOMELESSNESS

WHEREAS, Benton County Department of Human Services would like to contract with Safe Harbor Crisis Nursery to assist County with meeting the goals of the Five-Year Homeless Housing Plan for Benton County to reduce homelessness; and

WHEREAS, the program shall serve the County's homeless residents, or those at risk thereof, who reside in Benton County, and who are found to have met the program's eligibility and documentation requirements; and

WHEREAS, the program will provide overnight shelter for homeless teens, not to exceed 90 days, by providing immediate response to basic human needs, including safe cover at night until homeless teens have access to decent and safe housing. Provide support services including; meals, personal items, structured programs including activities and educational experiences. Each teen will also receive therapeutic interventions, family reconciliation services, job training, substance abuse referrals and mental health service referrals according to each client's assessed needs; NOW, THEREFORE

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed Grant Agreement; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign, on behalf of Benton County, Grant Agreement #2021-HHAA-SHCN between Benton County Department of Human Services and Safe Harbor Crisis Nursery, to assist the County with meeting the goals of the Five-Year Homeless Housing Plan for Benton County to reduce homelessness, for a consideration amount of $100,800.00; and

BE IT FURTHER RESOLVED, the term of the attached Grant Agreement commences on January 1, 2021 and shall expire on December 31, 2022.

Dated this . . . day of . . . . . , 2021

_____
Chair

_____
Member

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

Attest: _____
Clerk of the Board

cc: Human Services; Benton County Commissioners

M. Clark

Benton County
DEPARTMENT OF HUMAN SERVICES
Grant Agreement #2021 - HHAA – SHCN

This Grant Agreement, hereinafter referred to as the "Agreement", is executed by and between **Benton County**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **Benton County Department of Human Services**, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "County"), and **Safe Harbor Crisis Nursery**, a non-profit corporation, with its principal offices at 1111 North Grant Place, Kennewick, WA 99336, (hereinafter "Contractor").

County's Contact Information/Authorized Representative:
Kyle Sullivan, Manager
Benton and Franklin Counties'
Department of Human Services
7102 W. Okanogan Place, Suite 201
Kennewick, WA 99336
Phone: (509) 783-5284
Fax: (509) 783-5981
E-Mail: Kyle.Sullivan@co.benton.wa.us

Contractor's Contact Information/Authorized Representative:
Sara Harpster, Executive Director
Safe Harbor Crisis Nursery
1111 North Grant Place
Kennewick, WA 99336
Phone: (509) 783-5734
Fax: (509) 783-5756
Email: SafeharborSara@gmail.com

Agreement Start Date ..... January 1, 2021
Agreement End Date .....December 31, 2022
Unless this Agreement is terminated sooner as set forth herein.

Consideration.....Benton County $100,800

Exhibit A .....Budget
Exhibit B ..... Partnership Participation Agreement
Exhibit C .....Housing Resource Center Guidelines

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

For the Contractor:

Sara Harpster

Title: Executive Director Date JANUARY 14, 2021

For Benton County:

Benton County Commissioners Date

Attest: Clerk of the Board

Approved as to Content:

Department of Human Services

Approved as to Form:

Benton County Prosecutor's Office

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DEFINITIONS

1. DEFINITIONS

1.1. **Annual Point in Time Count or Washington Homeless Census** means an annual countywide census conducted as a collaborative effort by towns, cities, counties, community-based organizations, and state agencies, with the technical support and coordination of the Dept. of Commerce, to count and collect data on all homeless individuals in Washington.

1.2. **Benton County Resident** means an individual who has spent, at a minimum, the last night prior to applying for assistance within Benton County.

1.3. **Benton-Franklin HMIS Collaborative or the HMIS Collaborative** means a County administered, cooperative agreement of 2163 Homeless Housing and Assistance fund recipients and homeless service providers obtaining, sharing, and utilizing data for input into the Washington State HMIS operated by the Dept. of Commerce.

1.4. **CFR** means Code of Federal Regulations. All references in this Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation.

1.5. **Client or clients** means individuals who are eligible for services under this Agreement.

1.6. **Compliance With Fair Market Rent (FMR) and Occupancy Standards**: Contractor agrees to comply with all FMR and occupancy standards set forth herein. FMR and occupancy standards are defined as gross rent estimates provided annually by HUD. They include the shelter rent plus the cost of all tenant-paid utilities, except telephones, cable or satellite television service, and internet service. HUD sets FMR to ensure that a sufficient supply of rental housing is available to housing program participants. To accomplish this objective, FMRs must be both high enough to permit a selection of units and neighborhoods and low enough to serve as many low-income families as possible. Occupancy standards are set by Benton County Department of Human Services according to Public Housing and HUD requirements and determine the size of a household may occupy.

1.7. **Dept. of Commerce** means the Washington State Department of Commerce.

1.8. **Eligible Activities** for Homeless Housing and Assistance funds, as set forth in RCW 43.185C.050(2), are as follows:

- rental and furnishing of dwelling units for the use of homeless persons;
- costs of developing affordable housing for homeless persons, and services for formerly homeless individuals and families residing in transitional housing or permanent housing and still at risk of homelessness;
- operating subsidies for transitional housing or permanent housing serving formerly homeless families or individuals;
- services to prevent homelessness, such as emergency eviction prevention programs including temporary rental subsidies to prevent homelessness;
- temporary services to assist persons leaving state institutions and other state programs to prevent them from becoming or remaining homeless;
- outreach services for homeless individuals and families;
- development and management of local homeless plans including homeless census data collection; identification of goals, performance measures, strategies, and costs and evaluation of progress towards established goals;
- rental vouchers payable to landlords for persons who are homeless or below thirty percent of the median income or in immediate danger of becoming homeless; and

- other activities to reduce and prevent homelessness as identified for funding in the Benton and Franklin Counties' 10-Year Homeless Housing and Assistance Plan.

1.9. **Eligibility for Assistance – Definition of Homeless**: Households are homeless if they are unsheltered or residing in a temporary housing program, as defined below.

a. Living outside or in a place that is not designed for, ordinarily used as a regular sleeping accommodation for human beings, including a vehicle, park, abandoned building, bus or train station, airport or campground;

b. Fleeing or attempting to flee violence, dating violence, sexual assault, stalking, human trafficking, or other dangerous or life-threatening conditions that relate to violence against the household's members(s), including children, that have either taken place within the household's primary nighttime residence or has made the household member(s) afraid to return to their primary nighttime residence;

c. Residing in a temporary housing program including shelters, transitional or interim housing, and hotels and motels paid for by charitable organization or government programs;

d. Exiting a system of care of institution where they resided for 90 days or less AND who resided in an emergency shelter or place not meant for human habitation immediately before entering that system of care or institution;

e. Residing in a trailer or recreational vehicle that is parked illegally or in a location that is not intended for long-term stays (i.e. parking lots).

f. At imminent Risk of Homelessness: Households are at imminent risk of homelessness if they will lose their primary nighttime residence (including systems of care or institutions) within 14 days of the date of application for assistance, AND no subsequent residence has been identified, AND the household lacks the resources or support networks needed to obtain other permanent housing.

1.10. **Eligibility Verification and Documentation** means all agencies that receive funds provided under this Agreement are required to maintain adequate documentation of clients' homelessness status to determine the eligibility of persons being served. The documentation is obtained from the participant or a third party at the time of the referral, entry, or intake. A self-declaration can be obtained if no third-party documentation is easily available. A copy of the documentation shall be maintained in the client file and shall be provided to County upon request.

a. Short-term Shelter and/or Services Provided to Persons Living on the Street. In this case, it is sufficient for the service provider to confirm and document that the persons served indeed reside on the street or are otherwise homeless.

b. Long-term Emergency Shelter/Transitional Housing Provided to Persons Living on the Street or in Short-term Emergency Shelter. Information shall be obtained verifying the client is living on the street or in a short-term emergency shelter. This information may include the names of organizations or outreach workers who have assisted the person in the past, whether the client receives any general assistance checks, and where the checks are delivered.

If a person is coming from transitional housing for homeless persons, the Contractor shall obtain written verification from the transitional housing facility, as well as written verification that the person was homeless prior to living in the transitional housing facility (see above for required documentation).

For persons from a short-term stay (up to 30 consecutive days) in an institution, who previously resided on the street or in an emergency shelter, the Contractor shall obtain written verification from the institution's staff that the participant has been residing in the institution for less than thirty-one (31) days and information on the previous living situation.

If a person is being discharged from a longer stay in an institution, the Contractor shall obtain evidence from the institution's staff that the client was being discharged within the week before receiving homeless assistance. The Contractor shall also obtain information on the income of the person, what efforts were made to obtain housing, and why, without the homeless assistance, the person would be living on the street or in an emergency shelter.

For persons fleeing violence, Contractor shall obtain written verification from the participant that he or she is fleeing a violent situation. If the person is unable to provide verification, the service provider may prepare a written statement about the person's previous living situation for him or her to sign and date.

1.11. **Family or Families** means individuals, of any age, living together in the same household and related by blood, marriage, adoption, or as a result of sharing legal custody of a minor child.

1.12. **HIPAA** means the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USCA 1320d-d8, and regulations enacted pursuant to its provisions, successor law, and/or regulation.

1.13. **Homeless Housing Plan** means the Benton and Franklin Counties' Ten-Year Homeless Housing Plan.

1.14. **Household** means a person or people, related or not, who occupy a housing unit or would occupy a housing unit if one were available.

1.15. **Housing Resource Center (HRC)** is a system that facilitates efficient connections to individuals with the best and most appropriate resources to prevent and decrease homelessness. The HRC uses a uniform intake and basic assessment tool that includes: collection of required HMIS data; evaluation of client housing and service needs; maintenance of current housing inventory and space availability; maintenance of a comprehensive waitlist, as needed; and eligibility screening for all partner agency housing and services.

1.16. **HUD** means the United States Department of Housing and Urban Development.

1.17. **Income Eligibility** means Only Benton County Residents, who are homeless or at risk (as that term is defined herein) and whose household qualifies as extremely low-income with an income at or below thirty (30) percent of the average area median incomes as established by HUD annually, or with an income at or below fifty (50) percent of the average area median incomes for families with children, are eligible to receive services under this Agreement.

1.18. **Long-term private or public housing** means subsidized and unsubsidized rental or owner-occupied housing in which there is no established time limit for habitation of less than two years.

1.19. **Monitoring** means a contractual review to determine compliance with the terms and conditions of this Agreement.

1.20. **Partner Agency Committee (PAC)** consists of all the HRC Partner Agencies. The PAC will meet on a quarterly basis to provide feedback on the program, resolve issues and conflicts, and suggest improvements for the program.

1.21. **Personal Information** is 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's license numbers, other identifying numbers, and any financial identifiers.

1.22. **RCW** means the Revised Code of Washington. All references in this Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at http://app.leg.wa.gov/rcw/.

1.23. **Shall** means compliance is mandatory.

1.24. **Single Audit** means an audit that encompasses the entirety of the financial operations of the Contractor and which meets the requirements prescribed by Federal Office of Management and Budget (OMB) guidelines. The OMB may be accessed at http://www.whitehouse.gov/omb/.

1.25. **Subcontractor** means any person, partnership, corporation, association, or organization, not in the employment of the Contractor, who has a subcontract agreement directly with the Contractor or a subsequent tier subcontract agreement with an intermediate subcontractor.

1.26. **Transitional housing** means a project that facilitates the movement of homeless individuals and families to permanent housing within a reasonable amount of time (usually 24 months). Transitional housing includes housing primarily designed to serve deinstitutionalized homeless individuals and other homeless individuals with mental or physical disabilities and homeless families with children.

1.27. **USCA** means the United States Code Annotated. All references in this Agreement to USCA chapters or sections shall include any successor, amended, or replacement regulation.

1.28. **Use as it relates to HIPAA or HMIS compliance** means, with respect to individually identifiable health or personal information, the sharing, employment, application, utilization, examination, or analysis of such information by an entity that maintains such information.

1.29. **Vulnerable Adult** means a person:

- Who is sixty (60) years of age or older and has the functional, mental, or physical inability to care for himself or herself or has been found to be incapacitated under Chapter 11.88 RCW; or
- Who has a developmental disability, as defined under RCW 71A.10.020; or
- Who has been admitted to a licensed facility, including boarding homes, nursing homes, adult family homes, residential habilitation centers, or any other facility licensed by the Washington State Department of Social and Health Services; or
- Who is receiving services from home health, hospice, or home care agencies licensed or required to be licensed under Chapter 70.127 RCW; or
- Who is receiving services from an individual provider, as defined under RCW 74.34.020.

1.30. **WAC** means the Washington Administrative Code. All references in this Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at http://app.leg.wa.gov/wac/.

1.31. **Washington homeless census** means an annual statewide census conducted as a collaborative effort by towns, cities, counties, community-based organizations, and state agencies, with the technical support and coordination of the Dept. of Commerce, to count and collect data on all homeless individuals in Washington.

1.32. **Washington State Homeless Management Information System (HMIS)** means a database of information about homeless individuals in the state used to coordinate resources to assist homeless clients to obtain and retain housing and reach greater levels of self-sufficiency or economic independence when appropriate, depending upon their

individual situations. The Dept. of Commerce is responsible for operating the statewide HMIS for counties that do not operate their own compliant system.

STATEMENT OF WORK

2. STATEMENT OF WORK

2.1. **Benton County Homeless Housing and Assistance Program – Description:** In consideration for the funding awarded in this Agreement, the Contractor agrees to assist the County with meeting the goals of the Five-Year Homeless Housing Plan for Benton and Franklin Counties to reduce homelessness as set forth below. The Contractor's activities are limited to those eligible activities identified in RCW 43.185C.050(2) and will be funded by the revenue source provided to the County pursuant to RCW 36.22.179(1). This Program shall serve the County's homeless Domestic Violence Victims, who have resided in Benton County at least one night prior to applying for services, and who are found to meet the program's eligibility and documentation requirements.

2.2. **Rapid Rehousing/Homeless Prevention Direct Service Vouchers:** In accordance with RCW 43.185C.050, the Contractor shall provide direct financial assistance in the forms listed below to eligible Benton County residents. Upon incurrence of such costs, the Contractor may request reimbursement from the County by submitting the information required for the amount of such financial assistance provided during the term of this Agreement. The total amount of direct financial assistance provided cannot exceed the amount equivalent to one hundred eighty (180) days of Fair Market Rent per household served. The financial assistance that Contractor may provide eligible persons through Direct Service Vouchers are:

- Up to one hundred eighty (180) days total of rent subsidies based on the Fair Market Rent per household served on a graduated subsidy model to provide temporary rental assistance in order to obtain shelter for program participants. Rental vouchers payable to landlords for persons who are homeless and meet the income eligibility requirements. Any assistance over 180 needs to be approved by the county in writing.
- Rental in arrears up to 3 months to keep household from becoming evicted.
- Rental application vouchers to assist clients in obtaining permanent housing.
- Security deposits for program participants each for an amount up to the equivalent of two months' rent.
- Utility deposit in order for clients to move into a new unit.

2.3 **Eligible Supportive Services Expenses:** In accordance with RCW 43.185C.050 and as identified within the Ten-Year Homeless Housing Plan for Benton County, the Contractor shall provide a reasonable level of direct supportive services to the Counties' eligible direct services recipients. The Contractor may request reimbursement from the County by submitting the information required for the amount of such supportive services provided during the term of this Agreement. Supportive Services shall be reported for billing in an incremental standard of fifteen (15) minutes. Documentation of each supportive service encounter must be sufficient in content to support the reported length of service.

The Contractor may provide eligible persons the following supportive services:

- Personnel performing case management directly related to assisting clients with obtaining and/or maintaining housing which shall consist of intake, eligibility screening, and need assessments to eligible program participants.
- Personnel assisting clients with obtaining other services (food, childcare, counseling, etc.).
- Brief follow-up client contact to assess the need for additional services and/or the effectiveness of previous program efforts and documentation of program outcomes

2.4 DOMESTIC VIOLENCE SHELTER & OPERATIONS

a. Program Overview:
This program consists of providing overnight shelter for homeless individuals experiencing violence. Shelter vouchers for temporary, emergency, short-term rental assistance not to exceed 31 days. The Contractor may request an exemption to this guideline by submitting a written request to Benton County Department of Human Services for up to 14 additional days. The request for exemption must outline the extraordinary circumstance. The Contractor shall not issue shelter vouchers in excess of 31 days without written approval.

b. 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 violence, dating violence, sexual assault, and stalking; and
- Developing an individualized housing and service plan, including planning a path to permanent housing stability.

c. Shelter Operations:
- Shelter operations. Eligible costs are 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.
- 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.

3. **DUPLICATION OF SERVICES:** None of the work done pursuant to this Agreement may duplicate, in form or function, any work or services already being done or provided by the Contractor pursuant to any other contract or agreement Contractor has in place with any governmental or quasi-governmental local, state, nation, or international entity.

PERFORMANCE GOALS AND OUTCOMES

4. **PERFORMANCE GOALS:** The performance goals for the Benton County Homeless Housing and Assistance funds are:
   - to provide supportive services to eligible Benton County clients;
   - to support County efforts in meeting the goals of the Benton and Franklin Counties Ten-Year Homeless Housing Plan; and
   - to decrease homelessness in Benton County.

5. **OUTCOME EVALUATION:** Program outcomes will be monitored and tracked against the HMIS database reports with the monthly billing.

REPORTING AND DELIVERABLES

6. **THE WASHINGTON STATE HMIS:** The Contractor shall provide client information on an ongoing basis, and with each monthly bill submitted on or before the 10th of each month, provide a HMIS print-out of clients served. The Contractor will participate in the HMIS Collaborative and the Data Sharing Agreement and allow the County access to client level data. The Contractor will enter all client information into the HMIS on an ongoing basis. The Contractor will exit client information from the HMIS on a timely basis.

7. **MONTHLY REPORTING:** The Contractor shall provide the following written reports, in a format prescribed or approved by the County, to the County on or before the 10th of the month following each month of service delivery:

   7.1. Supportive Service Report:

   - HMIS documentation submitted with monthly billing

SPECIFIC TERMS AND CONDITIONS

8. **ACCESS TO CHILDREN, DISABLED PERSONS, AND VULNERABLE ADULTS:** The Contractor shall prohibit any staff or volunteers with a criminal conviction set forth in RCW 43.43.830 from having access to children, developmentally disabled persons, or vulnerable adults in the course of providing the services under this Agreement. The Contractor must conduct a background check for all applicants for staff or volunteer positions who have unsupervised access to children, developmentally disabled persons, or vulnerable adults. The Contractor shall immediately report to the County any allegations/arrests identified in the background checks. If it becomes known to the Contractor, or the Contractor has reason to believe that an applicant has or may have a disqualifying conviction or finding as described in RCW 43.43.842, subsequent to the completion date of their most recent criminal background inquiry, the Contractor shall immediately report that finding to the County and immediately remove and thereafter restrict the employee or volunteer from providing services to children, developmentally disabled persons, or vulnerable adults unless otherwise granted written permission by the County's Authorized Representative.

9. **CLIENT ELIGIBILITY REQUIREMENTS**

   a. **Client Eligibility**: Only Benton County residents who meet the income eligibility criteria and definitions of homelessness criteria shall be eligible for client services under this Agreement, unless otherwise approved in writing by the County.

   b. **Eligibility Verification and Documentation**: County residency, homelessness status verification, and income eligibility status must be verified by the Contractor for program participants prior to billing for services. Income and homelessness status verification should be verified by a third party or self-declared. Self-declarations must be completed, signed and dated by agency staff. Self-declarations should be used only when written third-party verification cannot be obtained. A copy of each participant's verification documentation shall be kept in the participant's file.

10. **CLIENT FILES:** All client files shall include:
    - Client intake/evaluation, including the initial housing stability plan. The plan shall include goals and objectives as to how the goals will be met. All plans shall contain a timeline in which the goals are expected to be met and indicate whether they have been achieved;
    - Written progress notes that describe services provided and the staff's involvement in assisting the client in meeting the goals of their plan. Notes shall be entered for each client and include the purpose of the service, dates, duration of service, and the staff's name. Notes shall be legible;
    - Correspondence related to each client;
    - Verification and documentation of each client's eligibility for residency, homelessness status, and income;
    - Proof of payments made on client's behalf;

- HMIS consent form;
- Verification and documentation that each client's rights, including what services and benefits may be expected from the program and the client, have been explained to the client;
- Verification and documentation that the agency's grievance policy/procedure has been explained to the client; and
- For rental assistance, verification and documentation of a lease agreement.

11. CLIENT RIGHTS

11.1. Grievance Policy: The Contractor shall implement and follow a grievance policy for clients that:

- is approved by the County;
- is explained to participants and, if necessary, to a family member, legal representative, or advocate;
- provides a mediation process using someone who is unaffected by the outcome if conflicts remain unresolved; and
- produces an outcome that shall be documented in the client file.

11.2. Client Rights: The Contractor shall inform clients of their rights, what services and benefits may be expected from the program, and the program's expectations of them. If necessary, the participant's family, legal representative or advocate is also informed.

11.3. Individual Rights: The Contractor shall implement and follow policies and procedures that protect individual rights regarding participant abuse, rights to privacy, and respectful staff-to-participant interactions.

12. INTERAGENCY COOPERATION: Contractor agrees to participate with other agencies, as requested by the County, in the provision of services under this Agreement.

13. ORGANIZATIONAL DESIGN: The Contractor shall document:

- a written Performance Plan that describes the plan's mission, program objectives, expected outcomes, and how and when objectives will be accomplished, and that the plan is evaluated at least biennially and revised based on actual performance;
- how staff training, experience, and expertise relate to the needs of participants and the program's mission;
- that it is able to account for and manage public funds;
- an administrative/organizational structure that clearly defines responsibilities; and
- that it involves participants in policy development and the impact this has had on the program.

14. OTHER REQUIREMENTS:

14.1. Services and Activities to Minorities and Diverse Populations: All services and activities provided by the Contractor under this Agreement shall be designed and delivered in a manner sensitive to the needs of all minorities. The Contractor shall work toward improving access, retention, and cultural relevance of treatment, prevention or other appropriate services for minorities and other diverse populations in need of treatment, and work toward strengthening working relationships with other agencies serving these populations.

14.2. Participation in the Housing Resource Center: The Contractor shall participate with Benton County Department of Human Services in the Housing Resource Center. Accordingly, Contractor shall enter into a Partner Participation Agreement with the Department of Human Services as set forth by the Partner Participation Agreement (Exhibit B, attached hereto and incorporated herein by reference) and shall designate an individual in its organization to be part of the Benton County Department Human Services Partner Agency Committee (PAC). Contractor shall follow the Housing Resource Center Guidelines set forth by Exhibit C, which is attached hereto and incorporated herein by reference.

14.3. Subcontractor Monitoring and Risk assessment: The Contractor will comply with the annual on-site monitoring and risk assessment. The County reserves the right to monitor and review files at any time besides the annual review when deemed necessary.

GENERAL TERMS AND CONDITIONS

15. **AMENDMENT:** This Agreement, or any term or condition, may be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.

16. **ASSIGNMENT/DELEGATION/SUBCONTRACTING:** The Contractor shall not assign, delegate, or subcontract any portion of the contracted services, except as specifically provided by this Agreement, without obtaining prior written approval from the County's Authorized Representative. Assignment, delegation, or subcontracting without prior written approval by the County shall constitute a substantial breach of this Agreement.

    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 Agreement.

17. **AUDIT REQUIREMENT**: The Contractor shall have an independent review or independent audit performed at least once every biennium based upon the fiscal year of the Contractor. Each audit shall cover the entire operation of the Contractor. The independent review or audit shall reasonably assure the County that the Contractor is financially stable, and that the Contractor has established and maintains an adequate system of internal control to ensure the efficient, proper processing of, and use of, contract funds. The Contractor shall provide a copy of the independent review report or independent audit to the County within 180 days following the end of the independent review/audit period. For purposes of this section, if so agreed by the parties, an annual on-site monitoring visit by the County may constitute an independent review.

    a. **Correction Actions:** The Contractor shall take whatever corrective action is required by the County to mitigate risk or resolve outstanding audit findings within time periods established by the County.

    b. **Single Audit:** If the Contractor is subject to OMB Circular A-133, the Contractor shall comply with applicable OMB circular A-133 audit requirements and perform any corrective actions identified in the audit findings per A-133 requirements.

18. **COMPLIANCE WITH APPLICABLE LAW:** At all times during the term of this Agreement, the Contractor shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, non-discrimination laws and regulations.

    - **Non-Discrimination:** The Contractor and its assignees, delegates, and subcontractors shall not unlawfully discriminate against any person in the performance of any of their 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.

19. **COMPLIANCE WITH HIPAA:** If the Contractor requests or requires Protected Health Care Information for consideration of eligibility, or any other reason, it will at all times during the term of this Agreement, implement policies and procedures to safeguard and maintain any forms of protected health information in accordance with the requirements of state and federal law, and particularly the provisions of the Health Insurance Portability and Accountability Act. The Contractor shall not request

or require program applicants to sign uncompleted forms requesting healthcare information (blank releases of information).

20. **COMPLIANCE WITH DEPT. OF COMMERCE HMIS STANDARDS:** At all times during the term of this Agreement, the Contractor shall implement policies and procedures to safeguard and maintain protected personal information in accordance with the requirements of state and federal law, and particularly the provisions of the Dept. of Commerce requirements for the HMIS utilized by the County.

    Confidentiality for Victims of Domestic Violence or Other Revealing Information Regarding HIV/AIDS status: In fulfilling HMIS duties for this Agreement, the Contractor shall uphold the disclosure and storage parameters of personal information as found in RCW 70.24.105 and RCW 70.123.076.

21. **CONFIDENTIALITY:** The parties to this Agreement shall use Personal Information and other information gained only for the purposes of this Agreement. The Contractor shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information, without prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other information gained by reason of the Agreement and shall return or certify the destruction of such information if requested in writing by the party to the Agreement that provided the information.

    The Contractor understands that as a public entity, the County is subject to the Public Records Act (RCW 42.56.020) which mandates the release of most public records held for any purpose. The Contractor understands that any written record (including electronically stored records) which it submits to the County including, but not limited to, descriptions of work, client files, billings and correspondence, may be subject to the Public Records Act and if requested by a member of the public, will be disclosed by the County if mandated by the Public Records Act. Provided, however, that the County will not disclose any records that are protected by a statutory scheme (e.g., the Health Information Portability and Accountability Act) or case law. Accordingly, Contractor agrees that to the extent it feels that any of the written records it submits to the County are confidential, proprietary, or otherwise protected from disclosure under the Public Records Act, it will prominently designate the record(s) as such on their face. To the extent that the County receives a Public Records Act request for any written records which have been designated as confidential or proprietary, it will take all reasonable steps to contact Contractor as soon as possible and advise of the request so that Contractor can request a court order protecting the record(s). Contractor also hereby waives any and all rights to recover damages against the County for any records released pursuant to the Public Records Act.

22. **DEBARMENT CERTIFICATION:** The Contractor, by signature to this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal department or agency. The Contractor shall not employ any person or contract with any person or agency excluded from participation in federal health care programs or debarred or suspended per this Agreement.

23. **ENTIRE AGREEMENT:** This Agreement, including all documents attached to or incorporated by reference, contains all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties.

24. **GOVERNING LAW AND VENUE:** This Agreement has been and shall be construed as having been made and delivered within the State of Washington and this Agreement shall be governed by the laws of the state of Washington both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in the courts of competent jurisdictions in Benton County, Washington.

25. **HEADINGS AND CAPTIONS:** The headings and captions used in this Agreement are for reference and convenience only, and in no way define, limit, or decide the scope or intent of any provisions or sections of this Agreement.

26. **INDEMNIFICATION:** 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.

    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 benefits 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. By executing this Agreement, 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 Agreement the Contractor makes with any subcontractor or agent performing work hereunder. Contractor's obligations under this Section 13 shall survive termination and expiration of this Agreement.

    The Contractor's obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from actions, 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.

27. **INDEPENDENT STATUS:** For purposes of this Agreement, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of the County or the State of Washington. Neither the Contractor, nor any of the Contractor's employees may hold themselves out as or claim status as an officer, employee, or agent of the Benton County Department of Human Services, the State of Washington, or the County. Neither the Contractor, nor any of the Contractor's employees may claim for themselves any rights, privileges, or benefits that would accrue to an employee of the State of Washington or the County. The Contractor shall indemnify and hold harmless Benton County and the Benton and County Department of Human Services for all obligations to pay or withhold federal or state taxes or contributions or any other payroll deductions on behalf of the Contractor or the Contractor's employees.

28. **INSURANCE.** Prior to commencement of services under this Agreement, Contractor shall submit to the County certificates of insurance or certified copies of insurance policies and endorsements, if requested by the County, for the coverage required below and shall maintain the same type and amount of coverage as is currently in effect for the life of this Agreement. Each insurance certificate shall provide that coverage will not be canceled or reduced below the contractual amounts stated herein without forty-five (45) days prior to notice to the County. Contractor shall maintain at Contractor's sole expense unless otherwise stipulated, the following insurance coverages, insuring the County and its elected and appointed officials, employees, and agents as required herein.

    The Contractor shall not commence work under this Agreement until the Contractor has obtained all insurance required under this paragraph and such insurance has been approved by the County.

    All insurance policies shall be issued by companies authorized to do business under the laws of the state of Washington unless an exception is given in writing by the County's Authorized Representative. All insurance to be maintained by the Contractor, other than Professional Liability and Workers' Compensation, shall specifically include the County as an "Additional Insured" and shall not be reduced or canceled without forty-five (45) days prior written notice to the County. The Contractor's insurance coverage shall be primary insurance with respect to the County and its elected

and appointed officials, employees, and agents. Any insurance or self -insurance maintained by the County or its elected and appointed officials, employees, or agents shall be excess of the Contractor's insurance and shall not contribute to it.

Liability coverage, except Professional Liability, shall be written on an Occurrence policy form. If coverage is Claims Made form, the Retroactive Date shall be prior to or coincident with the date of this Agreement, and the policy shall state that coverage is Claims Made, and state the Retroactive Date. Should Claims Made be the only option, a minimum of three (3) year tail coverage shall be maintained after the expiration of the Agreement.

29. **Commercial General Liability Insurance:** The Contractor shall maintain, during the life of this Agreement, Commercial General Liability Insurance (Policy Form CG0001, or equivalent) to protect the County from claims for damages for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this Agreement, whether such operations are by the Contractor or by anyone directly employed by or contracting with the Contractor.

    Specific limits required:

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

30. **Commercial General Liability Insurance Policy:** The Contractor shall maintain an endorsement naming the County as Additional Insured (Policy Form CG2010) and an endorsement that specifically states the Commercial General Liability Insurance shall be primary, and not contributory, with any other insurance maintained by the County.

    The policy shall be endorsed to include stop gap employer's liability 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

31. **Automobile Liability Insurance:** The Contractor shall maintain, during the life of this Agreement, Commercial Auto Liability Insurance (Policy Form CA0001, or equivalent) in the amount of $1,000,000 Bodily Injury and Property Damage per combined single limit to protect the Contractor from claims which may arise from the performance of this Agreement, whether such operations are by the Contractor or by anyone directly or indirectly employed by the Contractor. Covered autos shall be designated as "Symbol 1" any auto, if commercial auto liability is applicable.

32. **Workers' Compensation Insurance:** The Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. The Contractor shall submit a copy of its certificate of coverage from the Washington State Department of Labor and Industries prior to the commencement of work.

33. **Industrial Insurance Waiver:** With respect to the performance of this Agreement and as to claims against the County and its officers, agents, and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend, and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor against the County. However, Contractor's waiver of immunity by the provisions of this section extend only to claims against Contractor by the County and does not include or extend to claims by Contractor's employees directly against Contractor. This waiver is mutually negotiated by the parties to this Agreement.

34. **Professional Liability Insurance:** Prior to the start of work, the Contractor will secure and maintain at its own expense Professional Liability Insurance in an amount of not less than $1,000,000 per

claim and in the aggregate. If coverage is Claims Made, the retroactive date shall be prior to or coincident with the date of this Agreement. The policy shall state that coverage is claims made and state the retroactive date. Claims Made form coverage shall be maintained by the Contractor for a minimum of three (3) years following the termination of this Contract, and the Contractor shall annually provide the County with proof of renewal.

35. 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 address and Authorized Representative set out on the face page of this Agreement. Notice may also be given by facsimile or e-mail to the Authorized Representative with the original 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 facsimile or e-mail, service shall be effective at the beginning of the next working day.

36. ORDER OF PRECEDENCE: In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved the giving precedence in the following order:

a. Applicable federal, state, and local law, regulations, rules, and ordinances.
b. This Agreement, including all documents attached to or incorporated by reference.

37. OWNERSHIP OF MATERIAL: Material created by the Contractor and paid for by the County as part of this Agreement, including all copyright and other intellectual property rights associated with such material, shall be owned by the County and shall be "works for hire" as defined by Title 17 USCA, Section 101. This material includes but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Any materials produced as a result of the County's funding shall display the County's name appropriately. Material which the Contractor uses to perform this Agreement, but which is not created for or paid for by the County, is owned by the Contractor, however, the County shall have a perpetual license to use this material for the County's internal purposes at no charge to the County.

38. PROHIBITION OF POLITICAL ACTIVITIES: No funds, material, property, or contracted services provided under the terms of this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

39. RECORDS MAINTENANCE AND INSPECTION: For six (6) years, unless otherwise stated herein, following the termination of this Agreement, the Contractor shall maintain records in their original form that are sufficient to:

- Document the performance of all acts required by law, regulation, or this Agreement;
- Substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance;
- Demonstrate accounting procedures and practices which sufficiently and properly document the Contractor's billings to the County and all expenditures made by the Contractor to perform as required by this Agreement;
- Ascertain that personnel policies, procedures, and practices are in compliance with this Agreement; and
- Ascertain that all taxes and insurance required by state and federal law and this Agreement were paid by the Contractor.

39.1. Right of Inspection: The Contractor shall give access to its facilities and records to the County and its officers, employees, and agents, and to any other authorized officer, employee, or agent of the State of Washington or the United States at all reasonable times. Authorized persons shall have the right to examine the Contractor's performance and financial records and to perform other activities to determine the Contractor's compliance with the terms of this Agreement. The County may give the Contractor reasonable notice of monitoring, auditing, observation, and other visits by its officers and employees to the Contractor's place(s) of business; however, the Contractor may also be subject to unannounced site inspections, as necessary. The Contractor's failure to provide access to offices or

records upon reasonable notice, as required by this section, shall constitute a substantial breach of this Agreement.

39.2. Notice of Inspections: The Contractor shall verbally notify the County immediately of any inspections, audits, accreditation, or program reviews of services by any individual, agency, or governmental unit. The Contractor shall promptly provide the County with copies of any written reports of such inspections, audits, accreditation, or program reviews upon request.

39.3. 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 Article 20 of this Agreement may be of evidentiary value; the County will 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 are in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out above in Article 20.

39.4. Audit Clarification: In the event that the County desires clarification in any way related to an audit or inspection of Contractor's books, records, or office, to determine whether Contractor is acting in compliance with this Agreement or federal, state, or local law, the County may request, in writing, that Contractor provide further clarification on any issue, or that Contractor provide certain books or records meeting certain criteria. If Contractor receives such a notice, Contractor shall cooperate in providing the requested information, books, or records, by the date and time noted in the request. Failure to respond, evasive responses, or incomplete responses shall constitute a substantial breach of this Agreement. The Contractor shall respond within (5) business days, excluding weekends and holidays.

40. **REDUCTION/SUSPENSION OF SERVICES:** The Contractor shall provide the County with prompt notification of any discontinuance or suspension of or significant reduction in any category of services provided by this Agreement or any change in location of the provision of such services. Said changes shall only be made in accordance with the provisions of this Agreement.

41. **RELATIONSHIP OF THE PARTIES:** The Benton County Department of Human Services shall be the representative of the County with full authority for administering and overseeing the performance of this Agreement. Whenever, in this Agreement, provision is made for the Contractor to contact or give notice to the County or provide it with documents, reports, voucher claims, or any other information, or for the County to give notice to the Contractor to review, inspect, observe, or audit this Contractor's contracted services, facilities, programs, or records, the term "County" shall mean the Department of Human Services.

    The Contractor agrees to immediately remove any of its employees or agents from their assignment to perform services under this Agreement upon receipt of a written request to do so from the County's Authorized Representative, or his designee.

42. **SEVERABILITY:** The provisions of this Agreement are severable. If any court holds any provision of this Agreement, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions of this Agreement.

43. **SURVIVABILITY:** The terms and conditions contained in this Agreement, which by their sense and context, are intended to survive the expiration of this Agreement shall so survive. Surviving terms include but are not limited to: Confidentiality; Indemnification and Hold Harmless; Inspection; Maintenance of Records; Ownership of Material; Termination for Default; Termination Procedure; and Treatment of Property.

44. **TERMINATION DUE TO CHANGE IN FUNDING:** If the funds upon which the County relied to establish this Agreement are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the County may immediately terminate this Agreement by providing written

notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

45. **TERMINATION FOR CONVENIENCE:** Either party may terminate this Agreement in whole or in part, for any reason, by giving at least thirty (30) calendar day's written notice. In the event of termination, each party shall be responsible only for performance rendered in accordance with the terms of this Agreement prior to the effective date of termination. The Contractor shall assist in the orderly transfer/transition of the clients served under this Agreement.

46. **TERMINATION FOR DEFAULT:** The County may terminate this Agreement for default, in whole or in part, by written notice to the Contractor, if the County has a reasonable basis to believe that the Contractor has:
    - **a.** Failed to meet or maintain any requirement for contracting with the County;
    - **b.** Failed to perform under any provision of this Agreement;
    - **c.** Failed to ensure the health or safety of any client for whom services are being provided under this Agreement;
    - **d.** Violated any law, regulation, rule, or ordinance applicable to the services provided under this Agreement; and/or
    - **e.** Otherwise breached any provision or condition of this Agreement.

    Before the County may terminate this Agreement for default, the County shall provide the Contractor with a ten (10) day written notice of the Contractor's noncompliance and provide the Contractor a reasonable opportunity to correct the Contractor's noncompliance. If the Contractor does not correct the Contractor's noncompliance within the ten (10) day period of time specified in the written notice of noncompliance, the County may then immediately terminate the Agreement. However, the County may terminate the Agreement for default without such written notice and without opportunity for correction if the County reasonably believes that a client's health or safety may be jeopardy, or if the Contractor has violated, or is alleged to have violated, as determined by the County, any law, regulation, rule, or ordinance applicable to the services provided under this Agreement.

47. **DISPUTES:** Disputes between the Contractor and the County, arising under and by virtue of this Agreement, 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 Authorized Representative or designee. All rulings, orders, instructions, and decisions of the County's Authorized Representative shall be final and conclusive, subject to Contractor's right to seek judicial relief.

48. **PROCEDURE UPON TERMINATION OR EXPIRATION OF AGREEMENT:** The following provisions apply in the event this Agreement is terminated or expires:

    41.1. Cease Performance: The Contractor shall cease to perform any services required by the Agreement as of the effective date of termination or expiration and shall comply with all reasonable instructions contained in the notice of termination or expiration which are related to the transfer of clients, distribution of property, and termination or expiration of services.

    41.2. Delivery of Assets: The Contractor shall immediately deliver to the County's Authorized Representative (or to his or her successor) listed on the first page of this Agreement, all of the County's property in the Contractor's possession, including any materials created under the Agreement. If the Contractor fails to return the County's property within ten (10) working days of the effective date of termination or expiration of this Agreement, the Contractor shall be charged with all reasonable costs of recovery, including transportation. The Contractor shall protect and preserve any property of the County that is in the Contractor's possession pending its return to the County. Nothing in this paragraph shall limit the County's rights or remedies pursuant to this Agreement or law.

41.3. Payment of Services: The County shall be liable for and shall pay for only those services authorized and provided through the date of termination or expiration. The County may pay an amount mutually agreed upon by the parties for partially completed work and services, if usable by the County.

41.4. Final Payment: If the County terminates this Agreement for default on the part of the Contractor, the County may withhold some or all of the final payment to the Contractor that the County determines necessary to protect the County from loss or additional liability. In addition to these remedies, the County shall be entitled to remedies available at law, in equity, or under this Agreement. If it is later determined that the Contractor was not in default, the Contractor shall be entitled to all remedies available at law, in equity, or under this Agreement.

41.5. Transition: In the event that this Agreement is terminated or expires, Contractor shall assist in the orderly transition of clients and records to a new provider or to the County, at the County's direction. This includes, at a minimum, transferring client files to new providers at the request of the provider, the client, or County, advising clients of how to contact new provider(s), and not taking any action that would interfere with a client's choice of new provider or relationship with access to a new provider.

49. **TREATMENT OF CLIENT PROPERTY:** Unless otherwise provided in this Agreement, the Contractor shall ensure that any adult client receiving services from the Contractor under this Agreement has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under the age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or, expiration of completion of this Agreement, the Contractor shall immediately release to the client and/or the client's guardian or custodian all of the client's personal property.

50. **TREATMENT OF PROPERTY:** Title to all property purchased or furnished by the County for use by the Contractor during the term of this Agreement shall remain titled to the County. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by the County under the Agreement shall pass to and vest in the County. The Contractor shall protect, maintain, and insure all County's property in its possession against loss or damage and shall return the County's property to the County within ten (10) working days of Agreement termination or expiration.

51. **WAIVER:** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed as a modification of the terms and conditions of this Agreement unless amended as set forth in the Amendment provisions of this Agreement. Only the County, or its designee, have the authority to waive any term or condition of this Agreement on behalf of the County and such waivers shall only be effective if they are in writing and signed by the County's Authorized Representative, or designee. The failure of the County to insist upon the strict performance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

CONSIDERATION AND PAYMENT PROVISIONS

52. **CONSIDERATION:** The County shall reimburse the Contractor for reasonable costs associated with the performance of the activities described in the Statement of Work provisions of this Agreement and in accordance with Exhibit A, which is attached hereto and incorporated herein by reference. The maximum consideration for services provided shall be as follows:

    52.1. Supporting documentation is required to be submitted with County invoice for all reimbursement requests. (Ledgers, receipts, HMIS reports, etc.)

52.2 EMERGENCY SHELTER & OPERATIONS

a. **Shelter Operations** eligible for reimbursement and may be billed at no more than $4,200.00 per month between January 1, 2021 and December 31, 2022 and shall not exceed $100,800.00 during the term of this Agreement.

53. BILLING PROCEDURES: The Contractor shall submit written claims for payments earned on the appropriate forms provided by the County. All claims must be accompanied by the appropriate HMIS report and supporting documentation. All claims must be submitted by the 10th day of each month for services provided the prior month. The County will pay the Contractor with County warrants or request further verification documentation within thirty (30) days following receipt of timely claims for payment. Claims submitted after the 10th of the month may not be eligible for reimbursement. The final billing for services against this Agreement shall occur no more than sixty (10) days after the end date of this Agreement.

54. PAYMENT PROVISIONS

54.1. Right to Withhold Payment: The County expressly reserves the right to withhold payment in whole or in part when:

- the Contractor fails to submit documentation required by this Agreement sufficient to substantiate claims for payments;
- the Contractor fails to maintain its reporting obligations under this Agreement;
- claims for payments are inconsistent with the terms and conditions of this Agreement; or
- the Contractor breaches this Agreement or violates any city, county, state, or federal rule, regulation, or law.

54.2. Overpayments/Duplicate Payments: The Contractor ensures that services billed against this Agreement have not been paid by any other source. In the event the Contractor receives payment from another source, subsequent to receiving payment from the County, the Contractor shall promptly reimburse the County in the amount of the duplicate payment.

54.3. Reductions in Funding: The County expressly reserves the right to modify or terminate this Agreement if the funding it receives for contracted services is withdrawn, reduced, or limited. The County may reduce the level of services authorized or eliminate specific categories of services insofar as necessary to reflect any funding reductions or limitations. The County shall notify the Contractor promptly of any reduction or proposed reduction in funding. The Contractor agrees that, upon receipt of such notice, it shall take immediate, appropriate, and reasonable action to reduce its spending in the affected funding area so that the payments earned do not exceed the reduced funding level.

54.4. Recovery of Costs Claimed in Error: If the Contractor claims and the County reimburses for expenditures under this Agreement which the County later finds were (1) claimed in error or (2) not allowable costs under the terms of the Agreement, the County shall recover those costs and the Contractor shall fully cooperate with the recovery.

54.5. Reimbursement for Services: If the County requests in writing services that exceed those services outlined in this Agreement, then reimbursements of costs for such services shall be limited to an hourly rate of $24.00 per hour and shall not exceed the net total costs for the Supportive Services.

55. CERTIFICATION FILES INFORMATION: The Contractor shall provide current certification documentation when requested by the County. Documentation may include, but is not limited to, the Contractor's Board of Directors' roster, bylaws, organizational charts, job descriptions, policies and procedures, and licenses.

Safe Harbor Crisis Nursery
2021-HHAA-SHCN
Benton County
January 1, 2021 - December 31, 2022

Exhibit A

Shelter Operations	Comutation	Cost
Shelter Operations	$4,200 per month x 24 months	$100,800.00

Total Contract Amount: **$100,800.00**

Exhibit B

BENTON COUNTY WA

Partner Participation Agreement

The overall goal of the Housing Resource Center (HRC) provided by Benton County Department of Human Services (BCDHS) is to partner with community agencies in their efforts to decrease homelessness and reduce the time households spend in homelessness. In order for HRC to be successful and improve the experience of households in crisis seeking assistance, both HRC and participating agencies will commit to common performance expectations, to be carried out to the best of their availability.

As a HRC partner, you can expect the following service commitments from BCDHS HRC:

- Households referred by your agency to HRC will be treated with unconditional regard for their situation and scheduled for a screening within 3 business days of your referral.
- Households will be referred by HRC to the necessary housing and support services in a fair and equitable manner, without regard to the individual's race, national origin, ethnicity or gender.
- All households will be pre-screened based on your agency's specific criteria prior to receiving a referral to your agency. Criminal background checks will not be performed by HRC. HRC will contact your agency directly prior to referral, to ensure that there are no unforeseen reasons to expect the referral will be declined.
- HRC will provide households seeking assistance direct services including; navigator preliminary assessment of program qualifications and barriers, data entry into HMIS, emergency shelter/motel vouchers, homeless prevention and rapid re-housing to qualified households.
- Provide an ongoing committee forum to enable your agency to provide feedback regarding HRC performance, conflicts, as well as continually shape the HRC vision and scope of services provided.

As a HRC partner, your agency makes the following service commitments to the HRC:

- Provide HRC the list of qualification criteria for each of its programs (updated as needed).
- Update HRC weekly with program openings.
- Refer all households requesting homeless housing assistance to HRC.
- Identify a point of contact(s) for HRC to direct any referrals.
- Accept and confirm qualified referrals from HRC and provide explanation for referral refusals within 7 days of the households appointment.
- Update HMIS on a daily basis to show program availability.
- Work with BCDHS HMIS coordinator to resolve and improve data quality.
- Report on community needs, trends and resources that may impact HRC.
- Attend HRC housing provider/PAC meetings on a regular basis.

On behalf of Safe Harbor Support Center I, Sara Harpster, am committed to supporting the success of HRC and its mission and will be an active agency partner with Benton County Department of Human Services Housing Resource Center.

Sara Harpster JANUARY 14, 2021
Agency Representative and Date

Benton County Department of
Human Services Representative

Housing Resource Center

Benton County
Dept. of Human Services
7102 W. Okanogan Pl., Ste. 201
Kennewick, WA 99336
Phone: (509) 783-5284
Fax: (509) 783-5981

Housing Resource Center Guidelines

Foundational Principles

- Belief in housing first concept
- Belief of Progressive Engagement and the idea of doing the least for each household rather than the most
- Belief that people are resourceful and can make it without us
- Belief in the consumer as the lead in the process (strength-based approach)
- A willingness to use a system-perspective
- Functions primarily as a centralized intake/triage approach for housing assessment and referral
- Identify and utilize information and strengths of each agency
- Establish role and utilization of HMIS
- Provide community education
- Be data driven
- Know best practice models and consider the best local adaptation

What HRC Does

- Assess clients for immediacy of need and place into appropriate program and/or service
- Assess clients risks of homelessness
- All clients screened for diversion
- Assess for level of need
- All programs that have unique eligibility requirements will be used to verify eligibility and appropriateness
- Provides services to the clients that meet the minimum points on the vulnerability/prioritization tool.
- Provides additional assessment/case management based on needs with an Intake Specialist.

HRC goals

- Reduce the time homeless
- Quick access to comprehensive information
- Household receives a successful referral

- Household has a clear understanding on the next step
- Decrease duplication of agency work to qualify household
- Decrease duplication of services to the same household
- Provide improved access to services

Pre-screen/Prioritization

The Housing Navigator responds to the household to determine:

- Presenting issues
- Special Populations: DV and Youth
- Housing Status: at risk, homeless or shelter assistance
- Income eligibility
- Provide diversion
- Provide Information
- Prioritization tool will be used. For clients 0-4 score there will be no intervention, and clients will be given other community resources and diversion techniques will be offered. For clients scoring of 5 points or more on the tool they will be screened further for appropriate intervention.
- Clients scoring a 4 with extenuating circumstances can be staffed for potential over-ride. The reason for the over-ride will be documented on the tool by the supervisor.

Homeless & At Risk Definitions

Households are homeless if they are unsheltered or residing in a temporary housing program, as defined below.

Unsheltered Homeless:

Living outside or in a place that is not designed for, or ordinarily used as a regular sleeping accommodation for human beings, including a vehicle, park, abandoned building, bus or train station, airport, or campground.

Fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, human trafficking, or other dangerous or life-threatening conditions that relate to violence against the household member(s), including children, that have either taken place within the household's primary nighttime residence or has made the household member(s) afraid to return to their primary nighttime residence.

Sheltered Homeless:

Residing in a temporary housing program including shelters, transitional or interim housing, and hotels and motels paid for by charitable organizations or government programs.

Exiting a system of care or institution where they resided for 90 days or less AND who resided in an emergency shelter or place not meant for human habitation immediately before entering that system of care or institution.

Residing in a trailer or recreational vehicle that is parked illegally or in a location that is not intended for long-term stays (i.e. parking lots).

At Imminent Risk of Homelessness

Households are at imminent risk of homelessness if they will lose their primary nighttime residence (including systems of care or institutions) within 14 days of the date of application for assistance, AND no subsequent residence has been identified, AND the household lacks the resources or support networks needed to obtain other permanent housing.

Screening Process

For households who are determined to be homeless or at risk of homelessness, the intake specialist continues with a full assessment.

Step One Determines:

- Household Information
- Income/Housing Information
- Household Characteristics
- Housing Status
- Use the prioritization tool to see if client/household meets minimum criteria

Step Two Determines:

1. If the client does not meet minimum criteria:
    - Diversion techniques will be utilized
    - A community resource guide will be available to guide the client
2. If the client is at imminent risk:
    - Additional paperwork will be obtained
    - A referral will be made to an eviction prevention program (subject to available funds)
    - Partner agencies will notify the HRC worker within 7 days of the clients appointment to let the HRC staff know the outcome of the referral
    - Data will be entered into HMIS
3. If the client is homeless:
    - Barriers will be determined
    - Level of engagement will be determined
    - Additional paperwork will be obtained

- A referral will be made to a rapid rehousing program (subject to available funds)
- Partner agencies will notify the HRC worker within 7 days of the clients appointment to let the HRC staff know the outcome of the referral
- Data will be entered into HMIS

Applicants are seen on a first come / first served basis. Should there be multiple applicants for a single program opening, clients will then be prioritized for service. For example: (1) Chronically homeless (2) unsheltered literally homeless and then (3) sheltered literally homeless.

Direct Services Provided within HRC

Emergency Motel/Shelter Vouchers

Motel/Shelter vouchers can be issued only as a "last resort" for households that cannot stay at the Union Gospel Mission (UGM) and have no other resources available to them (subject to available funds).

- Motel/Shelter vouchers are limited to one week except under special circumstances
- Motel/Shelter vouchers will be issued to motels that have agreed to do business with Benton and Franklin County.
- Motel/Shelter vouchers will only be issued if the mission is full and/or the client cannot stay there due to mental/physical/medical problems and noted by the case manager. (subject to available funds)
- Priority for motel/shelter vouchers will be given to single fathers with children and families that have a boy over the age of 12 that cannot stay at the mission.

Homeless Prevention

Homeless prevention assistance applies to households facing eviction from their current residence and will be provided based on the Eligibility Criteria and a completed Rating Tool:

- Only households below 30% AMI
- Household must show an eviction notice that will result in their being homeless within 14 days of screening.
- Assistance is limited to the amount to prevent the eviction but cannot exceed 30 days of FMR for the unit size, unless otherwise approved by supervisor.
- Households living with family or friends are not eligible for prevention unless the host family is pending evicted (an eviction notice must be presented) due to overcrowding or the host family is on Section 8 housing and is able to show documentation of enrollment.

Rapid Re-Housing

Rapid re-housing assistance applies to households that are currently unsheltered homeless, fleeing violence, or living in a shelter or motel paid by a charitable or non-profit organization; and in need of first month rent and/or deposit.

- Household will need to show proof of homelessness by submitting a letter from a shelter, receipt from motel (paid for by a charitable or non-profit organization), 3rd party declaration or a self-declaration.
- Households will complete a full intake assessment to determine barriers and service needed.
- Households needing more than one month rent or deposit assistance will be screened and referred to additional programs if found eligible.
- Households will need to obtain housing which is suitable for the household size (based on occupancy guidelines) and budget.
- Households receiving assistance by HRC must have a reasonable sustainable plan to maintain housing on an ongoing basis and show proof of such without further assistance.

Occupancy Standards for Benton and Franklin Counties

Occupancy Standards for Benton and Franklin Counties are listed below. The standard can be evaluated on a case by case situation by the Housing Program Specialist.

Household Size	Unit Size Allowable
1 -2 persons	Studio
1-3 persons	One bedroom
4- 5 persons	Two bedroom
6-7 persons	Three bedroom
8+ persons	Four bedroom/Plus

Community Resources

HRC will provide community resources and referrals including the "Community Resource Guide" which is a comprehensive guide to services in Benton and Franklin Counties.

Referral Process

Clients whom are determined eligible will receive an assessment based on individual need. Referrals to agency partners will be made based on program eligibility. HRC staff monitor openings each day based on direct communication with partner agencies that routinely notify HRC staff of new openings as they become available. The process will include the following:

- Determine which program is most suitable and has a current opening
- Contact the agency to schedule an appointment for the referred household
- Within seven (7) business days after the scheduled appointment, the agency will notify HRC with the HRC Referral Letter outcome whether the client was accepted into the program or why the household was turned away. Programs must provide a qualifying reason to deny a referral.
- Client data and HMIS number will be shared with the referral agency

If an agency sends a client to HRC for prescreening and assessment and would like the client referred back to their program, the agency must submit this request in writing. If their program is the most suitable for the client, HRC will make every effort to honor the request.

Partner Agreements

Agency partner agreements will be required for all agencies receiving funds through Benton County Department of Human Services and any other community agency wanting to participate in the coordinated entry system. Agreements will include the following:

- Partnership agencies must make a good faith effort to serve clients who are referred by HRC
- Partnership agencies will notify HRC within seven (7) business days after the scheduled appointment if the client has been accepted into the program, or if a referral is turned away and provide an explanation
- Partnership agencies will be represented in CEC (CES Evaluation Committee)
- Partnership agencies will send walk-in or phone inquiries to HRC for a prescreening

HMIS Data Collection and Entry

Accurate and timely HMIS data is essential to the success of the HRC. Each household receiving an assessment will be entered into HMIS using the universal data collection requirements by HRC. If a household is already part of the HMIS then their information will be updated by HRC.

- All information will be scanned into each household's HMIS profile.
- When a referral is made to a partner agency the HMIS household identifier will be provided so that the partner agency can have access to household data.
- When the partner agency accepts the household into their program then they need to update the HMIS showing program enrollment and services received.
- Audits of HMIS data entered by partner agencies are performed regularly.

System Evaluation

System evaluations will be performed annually, and the methods will include HMIS data, Department of Commerce Dashboard reports, and CEC feedback.

CES Evaluation Committee (CEC)

Benton County Department of Human Services will hold CEC quarterly to discuss and evaluate HRC. This gives an opportunity to provide feedback, what is working, resolve issues and conflicts and suggest improvement for the program. Partnerships will be developed with housing providers, service providers, mental health agencies and shelters.

Changes to Guidelines

Benton County Department of Human Services may issue revised or new Guidelines at any time. Revised copies will be sent as they are published.

Contact Information

Mari Clark
Contracts Manager
Email: Mari.Clark@co.benton.wa.us
Phone: (509) 737-3902

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 26, 2021
Subject:	Execute Agreement #2060-2021-Bricker with Bradley Bricker
Presenter:	
Prepared By:	Mari Clark, DHS Contract Manager
Reviewed By:	Kyle Sullivan, DHS Manager

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

Type of Agenda Item:

- ☒ Consent Agenda
- ☐ Public Hearing
- ☐ Scheduled Business

Type of Action Needed: *(Multiple boxes can be checked, if necessary)*

- ☐ Discussion Only
- ☐ Decision / Direction
- ☐ Sign Letter / Document
- ☐ Pass Motion
- ☒ Pass Resolution
- ☐ Pass Ordinance
- ☒ Execute Contract

Summary / Background Information

The purpose of this Agreement is to fund construction costs to complete a 10-unit apartment building to be constructed in Richland, Washington, on the remaining vacant lot in Westgate Center. Three of the ten units will be reserved for affordable housing.

Fiscal Impact

There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0152101 State/Affordable Housing Fund, for a Consideration amount of $90,805.35.

Recommendation

- Sign the resolution to accept the proposed Grant Agreement
- Approve the proposed Grant Agreement by signing all the copies where indicated

Suggested Motion

Consent Agenda

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING GRANT AGREEMENT #2060-2021-BRICKER BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND BRADLEY BRICKER.

WHEREAS, the purpose of this Agreement is to fund construction costs to complete a 10-unit apartment building to be constructed in Richland, Washington on the remaining vacant lot in Westgate Center; and

WHEREAS, three of the ten-units will be reserved for affordable housing; and

WHEREAS, funding will not exceed $90,805.35; **NOW, THEREFORE,**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed Grant Agreement; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign on behalf of Benton County, Grant Agreement #2060-2021-BRICKER between Benton County Human Services and Bradley Bricker; to fund construction costs to complete a 10-unit apartment building to be constructed in Richland, Washington on the remaining vacant lot in Westgate Center. Total funding shall not exceed $90,805.35; and

BE IT FURTHER RESOLVED, the term of the attached Grant Agreement commences on the date of execution and ends on March 31, 2021.

Dated this . . . .day of . . . . . , 2021

_____
Chair

_____
Member

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

Attest: _____
Clerk of the Board

cc: Human Services; Benton County Commissioners

M.Clark

Benton County
DEPARTMENT OF HUMAN SERVICES
Grant Agreement #2060-2021-Bricker

This Grant Agreement, hereinafter referred to as the "Agreement", is executed by and between **Benton County**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **Benton County Department of Human Services**, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as the "County"), and **Bradley Bricker**, a for profit housing developer, with its principal offices at 1976 Birch Ave. Richland, WA 99354, (hereinafter "Contractor").

County Contact Representative:
Kyle Sullivan, Manager
Benton County
7102 W. Okanogan Place Suite 201
Kennewick, WA 99336
Phone: (509) 783-5284
Fax: (509) 783-5981
Email: Kyle.sullivan@co.benton.wa.us

Contractor Contact Representative:

Bradley Bricker
1976 Birch Ave
Richland, WA 99354
Phone: (509) 942-9495
Email:brad.redii@gmail.com

Agreement Start Date..... Date of Execution
Agreement End Date.....March 31, 2021
Unless this Agreement is terminated sooner as set forth herein.

Consideration .....Benton County $90,805.35

Exhibit A ..... Budget
Exhibit B.....Restrictive Covenant

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

For the Contractor:
Bradley M. Bricker 12/15/2020
President Date

For Benton County:

Benton County Commissioners Date

Attest: Clerk of the Board

Approved as to Content:
Department of Human Services

Approved as to Form:
Benton County Prosecutor's Office

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1. SPECIAL TERMS AND CONDITIONS

1.1 **Purpose:** The purpose of this Agreement is to fund construction costs to complete a 10-unit apartment building to be constructed in Richland, WA, on the remaining vacant lot in Westgate Center. Three of the ten units will be reserved for affordable housing.

1.2 **Compensation:** The County shall pay to the Contractor an amount not to exceed the amount shown in the Budget, which is identified on the face of this Agreement and in Exhibit A, for the performance of all things necessary for or incidental to the performance of the obligations of this Agreement.

1.3 **Eligible Use of Funds:** Funding awarded under this Agreement may only be used for eligible activities and expenses in accordance with Exhibit A, not to exceed $90~~150~~,805~~000~~.35~~00~~.

1.4 **Contractor's Obligations**: A restrictive covenant is required on the property that will state it cannot be sold, refinanced, assigned, transferred, or otherwise disposed of for 15 years past the contract's expiration date. The property will be used for affordable housing for those 15 years. The restrictive covenant will be executed and filed with the County. A copy of the Restrictive Covenant will be sent to Human Services.

1.5 **Period of Performance**: The improvements required by this Agreement shall be made and completed by the Contractor between date of execution and March~~December~~ 31, 202~~1~~0 (hereinafter referred to as the "Project Period").

1.6 **Funding Sources**: Funding sources under this Agreement are as follows: Benton County Affordable Housing Surcharge received pursuant to RCW 36.22.178.

1.7 **Billing Procedures and Payment:** The Contractor shall submit written claims for actual costs incurred on the appropriate forms provided by the County, which must be accompanied with verifiable documentation, by the 10th day of each month. Payments made under this Agreement are intended by both the Contractor and the County to be reimbursement for actual costs incurred by the Contractor to complete the Project described in Exhibit A, up to the amounts budgeted in the exhibit, and constitute the County's only financial obligation hereunder irrespective of whether the total cost to the Contractor for the Project exceeds $90,805.35~~150,000.00~~.The final billing for services against this Agreement shall occur no more than 30 days after the end date of this Agreement.

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

Unless otherwise provided for in this Agreement or any exhibits hereto, the Contractor will not be paid for any billings or invoices presented for costs incurred prior to the date of execution or after March~~December~~ 31, 202~~1~~0.

The County may, at its sole discretion, terminate the Agreement or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Agreement.

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

The Contractor is responsible for any audit exceptions or disallowable costs incurred by its own organization or that of its sub-contractors.

1.8 **Recovery of Overpayment:** The Contractor shall not be reimbursed more than the amount of the allowable costs of performance of the Agreement. If the Contractor, County, or any other state agency determines that the Contractor has received payments under this Agreement in excess of the amount

authorized by this Agreement, or otherwise not in conformity with the Agreement and/or if the Contractor bills and is paid fees for costs that County later finds were (a) not incurred; or (b) for work not performed in accordance with applicable standards, the County may recoup those payments, together with interest, as provided in this section.

The Contractor shall pay interest on overpayments at the rate of one percent (1%) per month or portion thereof. Where partial repayment of an overpayment is made, interest accrues on the remaining balance. Interest will not accrue when the overpayment occurred due to County error.

If the overpayment is discovered by the Contractor prior to discovery and notice by the County, the interest shall begin accruing ninety (90) days after the Contractor notifies the County of such overpayment.

If the overpayment is discovered by the County prior to discovery and notice by the Contractor, the interest shall begin accruing as follows, whichever occurs first:

a. Thirty (30) days after the date of notice by the County to the Contractor; or

b. Ninety (90) days after the date of overpayment by the County, whichever is later.

If the Contractor receives a notice of overpayment, which the County shall be required to timely provide, the Contractor may protest the overpayment determination pursuant to the Dispute Resolution Section of this Agreement. Failure to invoke said section within fifteen (15) days of receipt of a notice of overpayment will result in an overpayment debt against the Contractor.

1.9 **Fiscal Management:** The Contractor shall establish and maintain a system of accounting and internal controls that complies with generally accepted accounting principles and all state, and local accounting principles and governmental accounting and financial reporting standards that are applicable to state and/or local grants, awards, and/or contracts. The Contractor shall ensure that construction and management of the Project is done in the most cost-effective and efficient manner possible.

The Contractor's financial management system at a minimum shall:

- Be a viable, single organizational entity capable of effective and efficient processing of all of the fiscal matters, including proof of adequate protection against insolvency.
- Have the ability to pay for all expenses incurred during the Agreement period, including services that have been provided under the Agreement but are paid for after the Project Period.
- Include source documentation in support of allowable actual costs necessary to indicate costs incurred by the Contractor directly related to the costs identified in the Budget.

1.10 **Access to Children, Disabled Persons, and Vulnerable Adults:** The Contractor shall prohibit staff or volunteers with a criminal conviction set forth in RCW 43.43.830 from having access to children, developmentally disabled persons, or vulnerable adults in the course of providing the services herein. The Contractor must conduct a background check for all applicants for staff or volunteer positions who have unsupervised access to children, developmentally disabled persons, or vulnerable adults. The Contractor shall immediately report to the County any allegations/arrests identified in the background checks. If it becomes known to the Contractor, or the Contractor has reason to believe that an applicant has or may have a disqualifying conviction or finding as described in RCW 43.43.842, subsequent to the completion date of his or her most recent criminal background inquiry, the Contractor shall immediately report that finding to the County and immediately remove and thereafter restrict the employee or volunteer from providing services to children, developmentally disabled persons, or vulnerable adults, unless otherwise granted written permission by the County's authorized representative(s).

1.11 **Relationship of Parties:** The relationship of the Contractor to the County shall be that of independent contractor. No provision of this Agreement is intended or deemed to create any relationship between

the Parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the Parties hereto, nor any of their respective employees, shall be construed to be the agent, employee, representative, joint venture, or partner of the other.

The Contractor and its employees or agents will not hold themselves out as, nor claim to be, an agent, officer, or employee of the County, nor will they claim any of the rights, privileges, or benefits which might accrue to County employees.

Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of services, and resulting compensation for services described herein.

The Contractor agrees to immediately remove any of its employees or agents from their assignment to perform services under this Agreement upon written request to do so from the County's Authorized Representative or designee.

1.12 **Insurance:** The Contractor shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the County and its agents, officers, and employees should there be any claims, suits, actions, costs, damages, or expenses arising from any loss, or negligent or intentional act or omission of the Contractor, or agents of the Contractor, while performing under the terms of this Agreement. Prior to request for reimbursement under this Agreement, Contractor shall submit to the County certificates of insurance or certified copies of insurance policies and endorsements for the coverage required below and shall maintain the same type and amount of coverage as is currently in effect for five (5) years. Each insurance certificate shall provide that coverage will not be canceled or reduced below the contractual amounts stated herein without forty-five (45) days prior notice to the County. Contractor shall maintain at Contractor's sole expense, unless otherwise stipulated, the following insurance coverages, insuring Benton County and its elected and appointed officials, officers, employees, and agents as required herein.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Washington unless an exception is given in writing by the County's authorized representative(s). All insurance, other than Professional Liability and Workers' Compensation, shall specifically include the County and its officials, officers, employees, and agents as an "Additional Insured" and shall not be reduced or canceled without forty-five (45) days prior written notice to the County. The Contractor's insurance coverage shall be primary insurance with respect to the County and its elected and appointed officials, officers, employees, and agents. Any insurance or self–insurance maintained by the County or its elected and appointed officials, officers, employees, or agents shall be excess of the Contractor's insurance and shall not contribute to it.

Liability coverage, except Professional Liability, should be written on an Occurrence policy form. Should Claims Made be the only option, a minimum of three (3) year tail coverage shall be maintained after the expiration of this Agreement. If coverage is Claims Made form, the retroactive date shall be prior to or coincident with the date of this Agreement, and the policy shall state that coverage is Claims Made, and state the retroactive date.

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

1.11.1 **Commercial General Liability Insurance Policy:** The Contractor shall maintain, during the life of this Agreement, Commercial General Liability Insurance (Policy Form CG0001 or equivalent) to protect the County from claims or actions for damages for bodily injury, including wrongful death, as well as from claims or actions of property damage which may arise from any operations under this Agreement whether such operations are by the Contractor or by anyone directly employed by or contracting with the Contractor.

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

1.11.2 **Workers' Compensation Insurance:** Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. Contractor shall submit a copy of its certificate of coverage from the Department of Labor and Industries prior to the commencement of work. **With respect to the performance of this Agreement and as to claims or actions against the County and its officials, officers, agents, and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend, and hold harmless provided in this Agreement extend to any claim or actions brought by or on behalf of any employee of the Contractor against the County**. However, Contractor's waiver of immunity by the provisions of this paragraph extend only to claims or actions against Contractor by County, and does not include or extend to claims or actions by Contractor's employees directly against Contractor. **This waiver is mutually negotiated by the parties to this Agreement.**

1.11.3 **Professional Liability Insurance:** Professional Liability Insurance. Prior to the start of work, the Contractor will secure and maintain at its own expense Professional Liability Insurance in the amount of not less than $1,000,000 per claim and in the aggregate. If coverage is Claims Made, the retroactive date shall be prior to or coincident with the date of this Agreement. The policy shall state that coverage is claims made, and state the retroactive date. Claims Made form coverage shall be maintained by the Contractor for a minimum of three (3) years following the termination of this Agreement, and the Contractor shall annually provide the County with proof of renewal.

1.11.4 **Waiver of Subrogation Clause:** The County shall not be liable to the Contractor or to any insurance company (by way of subrogation or otherwise) insuring the Contractor for any loss or damage to any person, building, structure, or tangible personal property of the other occurring as a result of activity under the Agreement, even if such loss or damage might have been occasioned by the negligence of the County or its officials, officers, agents, or employees, when the loss or damage is covered by insurance benefiting the Contractor suffering such loss or damage was required to be covered by insurance under terms of this Agreement. Contractor shall cause each insurance policy it obtains to contain this waiver of subrogation clause.

1.13 **Reporting:** The Contractor will be required to send Human Services an annual report stating how many households they have served.

1.14 **Order of Precedence:** In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal, state, and local laws, regulations, rules and ordinances;
2. This Agreement, including all documents attached to or incorporated by reference.

2. GENERAL TERMS AND CONDITIONS

2.1 Definitions: As used throughout this Agreement, the following terms shall have the meaning set forth below:

2.1.1 **"Authorized Representative"** shall mean the Director, Executive Director, and/or the designee authorized in writing to act on the Director's behalf and/or Administrator of the Benton County ~~and Franklin Counties'~~ Department of Human Services.

2.1.2 **"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.

2.1.3 **"Contractor"** shall mean the entity identified on the face sheet performing service(s) under this Agreement, and shall include all employees and agents of the Contractor.

2.1.4 "**State**" shall mean the State of Washington.

2.2 **Advance Payments Prohibited:** No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the County.

2.3 **Agreement:** This Agreement, including all documents attached to or incorporated by reference; contain all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties.

2.4 **All Writings Contained Herein:** This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

2.5 **Amendments and Modifications:** Except as provided otherwise herein, this Agreement may be amended only in writing by the agreement of all parties hereto and their authorized representatives. The Contractor hereby acknowledges that this Agreement is subject to all federal, state, and local laws, rules, and regulations applicable to this Agreement. Any provision of the Agreement that conflicts with federal, state, or local laws, rules, or regulations is hereby amended to conform to those provisions, as applicable or controlling. Such amendment of the Agreement will be effective on the effective date of the law, rule, or regulation necessitating it and will be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties. The Contractor agrees to accept, and execute any and all amendments offered by the County needed to effectuate the federal, state, or local laws, rules, or regulations.

Any proposed change(s) in the Project must be submitted in writing to the County for approval prior to Contractor implementing any such change. Any such change shall be considered a request to modify or amend this Agreement.

2.6 **Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, also referred to as the "ADA" 28 CFR Part 35**: The Contractor 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.

2.7 **Approval**: This Agreement shall be subject to the written approval of the County's Authorized Representative and shall not be binding until so approved. The Agreement may be altered amended, or waived only by a written amendment executed by both parties' authorized representatives.

2.8 **Assignment, Delegation, and Subcontracting:** 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 Agreement shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the County. Notwithstanding the foregoing, Contractor may freely assign this Agreement or delegate all or part of its obligations to any affiliate or successor in interest, without the consent of the County. For the avoidance of doubt, County's consent is not required for an assignment of this Agreement in connection with a sale or other disposition of substantially all of the assets of Contractor or subsequent sale by Contractor's successor in interest.

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

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

2.10 **Audit, Monitoring, Access, and Examination:** When requested by the Contractor, the County shall provide technical assistance to the Contractor, to the extent practicable, regarding compliance with the statutory use of the funds paid hereunder throughout the term of this Agreement. The County may monitor Contractor's performance hereunder and compliance with the terms of this Agreement. Monitoring may include a visit to the Property or to the Contractor organization.

The Contractor shall cooperate with the County or its agent in the evaluation of Contractor's performance under this Agreement and make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with the Public Records Act, Chapter 42.56 RCW.

The Contractor shall provide right of access to its facilities, including those of any subcontractor, to the County, the state, and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the Contractor's performance hereunder. The County shall provide reasonable notice of any county monitoring or evaluation, unless the County has reason to believe that monitoring without notice is necessary. The County shall monitor the Contractor programmatically and financially on site within the sole discretion of the County. The Contractor shall make available to the County and/or the state auditor all records, books, or pertinent information that the Contractor shall have kept pertaining to this Agreement and as required by this Agreement, federal law, and/or Washington law. Contractor shall also furnish such progress reports, schedules, financial and costs reports, and other such program or fiscal data reasonably required to evaluate the performance of this Agreement.

The Contractor shall respond timely and accurately to requests from the County to provide information necessary to respond to inquiries from other entities having authority to make such requests.

The Contractor agrees to notify the County in advance of any state or other formal inspections, audits, accreditation, or program reviews and provide to the County copies of said review, including any final written plan of correction or other written response, within thirty (30) days of receipt.

2.11 **Confidentiality/Safeguard of Information:** The parties to this Agreement shall use Personal Information (and other information such as demographics, personal health information, and income verification) gained as a result of this Agreement only for purposes of carrying out this Agreement. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of confidential information. The Contractor shall use confidential information

solely for the purposes of this Agreement and shall not use, share, transfer, sell, or disclose any confidential information to any third-party except with the prior written consent of the County or as may be required by law. The Contractor 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 Contractor shall provide the County with its policies and procedures on confidentiality. The County may require changes to such policies and procedures as they apply to this Agreement whenever the County reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the County. Upon request, the Contractor shall immediately return to the County any confidential information that the County reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

The Contractor shall notify the County 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.

The Contractor understands that as public entities, the County is subject to the Public Records Act (RCW 42.56.020) which mandates the release of most public records held for any purpose. The Contractor understands that any written record (including electronically stored records) it submits to the County, including, but not limited to, descriptions of work, client files, billings, and correspondence, may be subject to the Public Records Act and if requested by a member of the public, will be disclosed by the County if mandated by the Public Records Act. Provided, however, that the County will not disclose any records that are protected by a statutory scheme (e.g., the Health Information Portability and Accountability Act) or case law. Accordingly, Contractor agrees that to the extent it feels that any of the written records it submits to the County are confidential, proprietary, or otherwise protected from disclosure under the Public Records Act, the Contractor will prominently designate the record(s) as such on its face. To the extent that the County receives a Public Records Act request for any written records that have been designated as confidential or proprietary, the County will take all reasonable steps to contact Contractor as soon as possible and advise of the request so that Contractor can request a court order protecting the record(s). Contractor also hereby waives any and all rights to recover damages against the County for any records released pursuant to the Public Records Act.

2.12 **Copyright Provisions:** Unless otherwise provided, all Materials produced under this Agreement shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the County. The County 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 Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to the County 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, and register, and the ability to transfer these rights.

For Materials that are delivered under the Agreement, but that incorporate pre-existing materials not produced under the Agreement, the Contractor hereby grants to the County 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 Contractor warrants and represents that the County has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the County.

The Contractor shall exert all reasonable effort to advise the County, at the time of delivery of Materials furnished under this Agreement, 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 Agreement. The Contractor shall provide the County with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Agreement. The County shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

2.13 **Debarment Certification:** The Contractor, by signature to this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. The Contractor shall not employ any person or contract with any person or agency excluded from participation in federal health care programs or debarred or suspended per this Agreement.

2.14 **Disputes:** Disputes between the Contractor and the County, arising under and by virtue of this Agreement, 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 Authorized Representative or designee. All rulings, orders, instructions, and decisions of the County's Authorized Representative shall be final and conclusive, subject to Contractor's right to seek judicial relief.

2.15 **Duplicate Payment:** The Contractor certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other grant, sub grant, or other source.

2.16 **Ethics/Conflicts of Interest:** In performing under this Agreement, the Contractor shall assure compliance with the Ethics in Public Service Act (Chapter 42.52 RCW) and any other applicable state or federal law related to ethics or conflicts of interest.

2.17 **Governing Law and Venue:** This Agreement has been and shall be construed as having been made and delivered within the State of Washington and this Agreement shall be governed by laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in the courts of competent jurisdiction in Benton County, Washington.

2.18 **Headings and Captions:** The headings and captions used in this Agreement are for reference and convenience only, and in no way define, limit, or decide the scope or intent of any provisions or sections of this Agreement.

2.19 **Indemnification:** 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.

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 benefits 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. By executing this Agreement, 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 Agreement the Contractor makes with any subcontractor or agent performing work hereunder. Contractor's obligations under this Section 2.19 shall survive termination and expiration of this Agreement.

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

2.20 **Licensing, Accreditation and Registration:** The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Agreement.

2.21 **Limitation of Authority:** Only the County Commissioners shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement.

2.22 **Performance Goals:** The performance goals for the Benton County Affordable Housing and Assistance funds are:

a. to provide direct services to homeless individuals;
b. to provide supportive services to eligible clients;
c. to support County efforts in meeting the goals of the Benton and Franklin Counties Ten-Year Homeless Housing Plan; and
d. to decrease homelessness.

2.23 **Proprietary Rights:** The County hereby retains a nonexclusive, royalty free, and irrevocable right to duplicate, use for its own purposes, disseminate, disclose, or authorize others to utilize any copyrighted or copyrightable work developed or purchased with Affordable Housing funds (RCW 36.22.178).

2.24 **Recapture:** In the event that the Contractor fails to perform this Agreement in accordance with state laws, federal laws, and/or the provisions of this Agreement, the County reserves the right to recapture funds in an amount to compensate the County for the noncompliance in addition to any other remedies available at law or in equity.

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

2.25 **Records Maintenance:** The Contractor shall maintain all books, records, documents, data, and other evidence relating to this Agreement 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 Agreement. Contractor shall retain such records for a period of six (6) years following the date of final payment.

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 finally resolved.

Project records shall include evidence of benefit to very low-income persons, description of the work, financial records (source and use of funds, authorization to expend funds, obligations, unobligated balance, assets, liabilities, outlays, and income), property acquisition, fair housing, equal opportunity, property disposition, etc. The public shall be granted reasonable access to all "public records" pursuant to the Public Records Act, Chapter 42.56 RCW.

Contractor shall prepare a report once the agreed upon work has been completed. The report shall include a summary of the work completed and the cost associated with said work.

The Contractor shall additionally report to the County within five (5) business days of a request by the County for the Contractor's policies and procedures for screening and admissions of qualified residents.

2.26 **Right of Inspection:** At no additional cost all records relating to the Contractor's performance under this Agreement shall be subject at all reasonable times to unannounced site inspections by the County as necessary to review, monitor, and evaluate performance, compliance, and quality assurance under this Agreement. The Contractor shall provide access to its facilities for this purpose.

2.27 **Severability:** If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Agreement and to this end the provisions of this Agreement are declared to be severable.

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

2.29 **Suspension/Reduction of Services:** The Contractor shall provide the County with prompt notification of any discontinuance or suspension of or significant reduction in the provision of housing to low income persons at the Property.

2.30 **Termination for Cause/Suspension:** In the event the County determines that the Contractor has failed to comply with any term or condition of this Agreement, the County may terminate the Agreement in whole or in part upon written notice to the Contractor. Such termination shall be deemed "for cause." Termination shall take effect on the date specified in the notice.

In the alternative, upon written notice the County may allow the Contractor a specific period of time in which to correct the non-compliance. During the corrective-action time period, the County may suspend further payment to the Contractor in whole or in part, or may restrict the Contractor's right to perform duties under this Agreement. Failure by the Contractor to take timely corrective action shall allow the County to terminate the Agreement upon written notice to the Contractor.

"Termination for Cause" shall be deemed a "Termination for Convenience" when the County determines that the Contractor did not fail to comply with the terms of the Agreement or when the County determines the failure was not caused by the Contractor's actions or negligence.

If the Agreement is terminated for cause, the Contractor shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement Agreement, as well as all costs associated with entering into the replacement Agreement (*i.e.,* competitive bidding, mailing, advertising, and staff time).

The County may terminate the Agreement for default without written notice and without opportunity for correction if the County reasonably believes that the Contractor has violated, or is alleged to have violated, as determined by the County, any law, regulation, rule, or ordinance applicable to this Agreement.

2.31 **Termination for Convenience:** Except as otherwise provided in this Agreement, the County may terminate this Agreement, in whole or in part, for convenience by mailing written notice of termination to the addresses set forth on the face page of this Agreement. Such termination is

effective ten (10) business days after the date of mailing. If this Agreement is terminated for convenience, the County shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

2.32 **Termination Procedures:** After receipt of a notice of termination, except as otherwise directed by the County, the Contractor shall:

- Stop work under the Agreement on the date, and to the extent specified, in the notice;
- Place no further orders or sub grants for materials, services, or facilities related to the Agreement;
- Assign all of the rights, title, and interest of the Contractor under the orders and sub-grants so terminated, in which case the County has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and sub-grants. Any attempt by the Contractor to settle such claims must have the prior written approval of the County's authorized representatives; and
- Preserve and transfer any materials, Agreement deliverables, and/or the County's property in the Contractor's possession as directed by the County.

Upon termination of the Agreement, the County shall pay the Contractor for any service provided by the Contractor under the Agreement prior to the date of termination. The County may withhold any amount due as the County reasonably determines is necessary to protect the County against potential loss or liability resulting from the termination. The County shall pay any withheld amount to the Contractor if the County later determines that loss or liability will not occur.

The rights and remedies of the County under this section are in addition to any other rights and remedies provided under this Agreement or otherwise provided under law.

2.33 **Waiver:** No employee of the County or the Contractor has the power, right, or authority to waive any of the terms, conditions, and/or covenants of this Agreement.

The waiver of any breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of the Agreement.

The failure of the County or the Contractor to enforce any of the terms or covenants of this Agreement or the failure to require performance under the Agreement shall not be construed as a waiver nor in any way affect the validity of the Agreement or the right of the County or the Contractor to enforce each and every term of the Agreement.

Brad Bricker
Project Title: Alder
2060-2021-Bricker

EXPENSES	
Description:	*Cost:*
Construction Costs and Permits *Including but not limited to:* • *Bond premium* • *Building (i.e. labor and materials)* • *Erosion control* • *Fencing* • *Permits, fees, hookups* • *Site work (e.g. excavation, grading, storm, trenching)* • *Utility installation (e.g. electrical, water, gas, sewer)* **Development Costs—Professional and Other** *Including but not limited to:* • *Accounting/audit* • *Appraisal* • *Architecture* • *Boundary and topographic survey* • *Engineering (e.g. civil, structural ,mechanical, electrical)* • *Environmental study/assessment* • *Geotechnical study* • *Insurance* • *Legal fees* • *Loan origination* • *Real estate tax*	$90, 805.35
TOTAL	**$90,805.35**

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 20, 2021
Subject:	Execute Agreement #2021-HHAA-GW with Goodwill Industries of the Columbia, Inc.
Presenter:	
Prepared By:	Mari Clark, DHS Contract Manager
Reviewed By:	Kyle Sullivan, DHS Manager

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

Type of Agenda Item:

- ☒ Consent Agenda
- ☐ Public Hearing
- ☐ Scheduled Business

Type of Action Needed: *(Multiple boxes can be checked, if necessary)*

- ☐ Discussion Only
- ☐ Decision / Direction
- ☐ Sign Letter / Document
- ☐ Pass Motion
- ☒ Pass Resolution
- ☐ Pass Ordinance
- ☒ Execute Contract

Summary / Background Information

Benton County Department of Human Services would like to contract with Goodwill Industries of the Columbia, Inc. to assist the County with meeting the goals of the Five-Year Homeless Housing Plan for Benton County to reduce homelessness.

The program will provide Direct Service Vouchers, a short-term financial assistance program, and Supportive Services, consisting of case management specific tasks.

Fiscal Impact

There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0154101 Homeless Housing and Assistance Fund, for a Consideration amount of $200,550.00.

Recommendation

- Sign the Resolution to accept the proposed Grant Agreement
- Approve the proposed Grant Agreement by signing all the copies where indicated

Suggested Motion

Consent Agenda

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTING GRANT AGREEMENT #2021-HHAA-GW BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND GOODWILL INDUSTRIES OF THE COLUMBIA, TO ASSIST THE COUNTY WITH MEETING THE GOALS OF THE FIVE-YEAR HOMELESS HOUSING PLAN TO REDUCE HOMELESSNESS

WHEREAS, Benton County Department of Human Services would like to contract with Goodwill Industries of the Columbia, Inc. to assist the County with meeting the goals of the Five-Year Homeless Housing Plan for Benton County to reduce homelessness; and

WHEREAS, the program shall serve the County's homeless residents who reside in Benton County at and who are found to have met the program's eligibility and documentation requirements; and

WHEREAS, the program will provide Direct Service Vouchers, a short-term financial assistance program, and Supportive Services, consisting of case management specific tasks; NOW, THEREFORE

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed Grant Agreement; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign, on behalf of Benton County, Grant Agreement #2021-HHAA-GW between Benton County Department of Human Services and Goodwill Industries of the Columbia, Inc., to assist the County with meeting the goals of the Five-Year Homeless Housing Plan for Benton County to reduce homelessness, for a consideration amount of $200,500.00; and

BE IT FURTHER RESOLVED, the term of the attached Grant Agreement commences on January 1, 2021 and shall expire on December 31, 2022.

Dated this . . . .day of . . . . . , 2021

_____
Chair

_____
Member

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

Attest: _____
Clerk of the Board

cc: Human Services; Benton County Commissioners M. Clark

Benton County
DEPARTMENT OF HUMAN SERVICES
Grant Agreement #2021-HHAA – GW

This Grant Agreement, hereinafter referred to as the "Agreement", is executed by and between **Benton County**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **Benton County Department of Human Services**, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "County"), and **Goodwill Industries of the Columbia, Inc.**, a Washington State Not-For-Profit Corporation, with its principal offices at 815 N. Kellogg St. Ste. A, Kennewick, WA 99336 (hereinafter "Contractor").

County's Contact Information/Authorized Representative:
Kyle Sullivan, Manager
Benton County
Department of Human Services
7102 W. Okanogan Place, Suite 201
Kennewick, WA 99336
Phone: (509) 783-5284
Fax: (509) 783-5981
E-Mail: Kyle.Sullivan@co.benton.wa.us

Contractor's Contact Information/Authorized Representative:
Ken Gosney, Executive Director
Goodwill Industries of the Columbia, Inc
815 N. Kellogg, Ste. A
Kennewick, WA 99336
Phone: (509) 735-7238
Fax: (509) 783-8266
E-Mail: kgosney@goodwillotc.org

Agreement Start Date ..... January 1, 2021
Agreement End Date ..... December 31, 2022
Unless this Agreement is terminated sooner as set forth herein.

Consideration..... Benton County $200,550.00

Exhibit A ..... Budget
Exhibit B ..... Partnership Participation Agreement
Exhibit C ..... Housing Resource Center Guidelines

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

For the Contractor:

Title: Executive Director Date 12/28/2020

For Benton County:

Benton County Commissioners Date

Attest: Clerk of the Board

Approved as to Content:

Department of Human Services

Approved as to Form:

Benton County Prosecutor's Office

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DEFINITIONS

1. DEFINITIONS

1.1. **Annual Point in Time Count or Washington Homeless Census** means an annual countywide census conducted as a collaborative effort by towns, cities, counties, community-based organizations, and state agencies, with the technical support and coordination of the Dept. of Commerce, to count and collect data on all homeless individuals in Washington.

1.2. **Benton County Resident** means an individual who has spent, at a minimum, the last night prior to applying for assistance within Benton County.

1.3. **Benton-Franklin HMIS Collaborative or the HMIS Collaborative** means a County administered, cooperative agreement of 2163 Homeless Housing and Assistance fund recipients and homeless service providers obtaining, sharing, and utilizing data for input into the Washington State HMIS operated by the Dept. of Commerce.

1.4. **CFR** means Code of Federal Regulations. All references in this Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation.

1.5. **Client or clients** means individuals who are eligible for services under this Agreement.

1.6. **Compliance With Fair Market Rent (FMR) and Occupancy Standards**: Contractor agrees to comply with all FMR and occupancy standards set forth herein. FMR and occupancy standards are defined as gross rent estimates provided annually by HUD. They include the shelter rent plus the cost of all tenant-paid utilities, except telephones, cable or satellite television service, and internet service. HUD sets FMR to ensure that a sufficient supply of rental housing is available to housing program participants. To accomplish this objective, FMRs must be both high enough to permit a selection of units and neighborhoods and low enough to serve as many low-income families as possible. Occupancy standards are set by Benton County Department of Human Services according to Public Housing and HUD requirements and determine the size of a housing unit a household may occupy.

1.7. **Dept. of Commerce** means the Washington State Department of Commerce.

1.8. **Eligible Activities** for Homeless Housing and Assistance funds, as set forth in RCW 43.185C.050(2), are as follows:

- rental and furnishing of dwelling units for the use of homeless persons;
- costs of developing affordable housing for homeless persons, and services for formerly homeless individuals and families residing in transitional housing or permanent housing and still at risk of homelessness;
- operating subsidies for transitional housing or permanent housing serving formerly homeless families or individuals;
- services to prevent homelessness, such as emergency eviction prevention programs including temporary rental subsidies to prevent homelessness;
- temporary services to assist persons leaving state institutions and other state programs to prevent them from becoming or remaining homeless;
- outreach services for homeless individuals and families;
- development and management of local homeless plans including homeless census data collection; identification of goals, performance measures, strategies, and costs and evaluation of progress towards established goals;
- rental vouchers payable to landlords for persons who are homeless or below thirty percent of the median income or in immediate danger of becoming homeless; and

- other activities to reduce and prevent homelessness as identified for funding in the Benton and Franklin Counties' 5-Year Homeless Housing and Assistance Plan.

1.9. **Eligibility for Assistance – Definition of Homeless**: Households are homeless if they are unsheltered or residing in a temporary housing program, as defined below.

a. Living outside or in a place that is not designed for, ordinarily used as a regular sleeping accommodation for human beings, including a vehicle, park, abandoned building, bus or train station, airport or campground;

b. Fleeing or attempting to flee violence, dating violence, sexual assault, stalking, human trafficking, or other dangerous or life-threatening conditions that relate to violence against the household's members(s), including children, that have either taken place within the household's primary nighttime residence or has made the household member(s) afraid to return to their primary nighttime residence;

c. Residing in a temporary housing program including shelters, transitional or interim housing, and hotels and motels paid for by charitable organization or government programs;

d. Exiting a system of care of institution where they resided for 90 days or less AND who resided in an emergency shelter or place not meant for human habitation immediately before entering that system of care or institution;

e. Residing in a trailer or recreational vehicle that is parked illegally or in a location that is not intended for long-term stays (i.e. parking lots).

f. At imminent Risk of Homelessness: Households are at imminent risk of homelessness if they will lose their primary nighttime residence (including systems of care or institutions) within 14 days of the date of application for assistance, AND no subsequent residence has been identified, AND the household lacks the resources or support networks needed to obtain other permanent housing.

1.10. **Eligibility Verification and Documentation** means all agencies that receive funds provided under this Agreement are required to maintain adequate documentation of clients' homelessness status to determine the eligibility of persons being served. The documentation is obtained from the participant or a third party at the time of the referral, entry, or intake. A self-declaration can be obtained if no third-party documentation is easily available. A copy of the documentation shall be maintained in the client file and shall be provided to County upon request.

a. Short-term Shelter and/or Services Provided to Persons Living on the Street. In this case, it is sufficient for the service provider to confirm and document that the persons served indeed reside on the street or are otherwise homeless.

b. Long-term Emergency Shelter/Transitional Housing Provided to Persons Living on the Street or in Short-term Emergency Shelter. Information shall be obtained verifying the client is living on the street or in a short-term emergency shelter. This information may include the names of organizations or outreach workers who have assisted the person in the past, whether the client receives any general assistance checks, and where the checks are delivered.

If a person is coming from transitional housing for homeless persons, the Contractor shall obtain written verification from the transitional housing facility, as well as written verification that the person was homeless prior to living in the transitional housing facility (see above for required documentation).

For persons from a short-term stay (up to 30 consecutive days) in an institution, who previously resided on the street or in an emergency shelter, the Contractor shall obtain written verification from the institution's staff that the participant has been residing in the institution for less than thirty-one (31) days and information on the previous living situation.

If a person is being discharged from a longer stay in an institution, the Contractor shall obtain evidence from the institution's staff that the client was being discharged within the week before receiving homeless assistance. The Contractor shall also obtain information on the income of the person, what efforts were made to obtain housing, and why, without the homeless assistance, the person would be living on the street or in an emergency shelter.

For persons fleeing violence, Contractor shall obtain written verification from the participant that he or she is fleeing a violent situation. If the person is unable to provide verification, the service provider may prepare a written statement about the person's previous living situation for him or her to sign and date.

1.11. **Family or Families** means individuals, of any age, living together in the same household and related by blood, marriage, adoption, or as a result of sharing legal custody of a minor child.

1.12. **HIPAA** means the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USCA 1320d-d8, and regulations enacted pursuant to its provisions, successor law, and/or regulation.

1.13. **Homeless Housing Plan** means the Benton and Franklin Counties' Ten-Year Homeless Housing Plan.

1.14. **Household** means a person or people, related or not, who occupy a housing unit or would occupy a housing unit if one were available.

1.15. **Housing Resource Center (HRC)** is a system that facilitates efficient connections to individuals with the best and most appropriate resources to prevent and decrease homelessness. The HRC uses a uniform intake and basic assessment tool that includes: collection of required HMIS data; evaluation of client housing and service needs; maintenance of current housing inventory and space availability; maintenance of a comprehensive waitlist, as needed; and eligibility screening for all partner agency housing and services.

1.16. **HUD** means the United States Department of Housing and Urban Development.

1.17. **Income Eligibility** means Only Benton County Residents, who are homeless or at risk (as that term is defined herein) and whose household qualifies as extremely low-income with an income at or below thirty (30) percent of the average area median incomes as established by HUD annually, or with an income at or below fifty (50) percent of the average area median incomes for families with children, are eligible to receive services under this Agreement.

1.18. **Long-term private or public housing** means subsidized and unsubsidized rental or owner-occupied housing in which there is no established time limit for habitation of less than two years.

1.19. **Monitoring** means a contractual review to determine compliance with the terms and conditions of this Agreement.

1.20. **Partner Agency Committee (PAC)** consists of all the HRC Partner Agencies. The PAC will meet on a quarterly basis to provide feedback on the program, resolve issues and conflicts, and suggest improvements for the program.

1.21. **Personal Information** is 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's license numbers, other identifying numbers, and any financial identifiers.

1.22. **RCW** means the Revised Code of Washington. All references in this Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at http://app.leg.wa.gov/rcw/.

1.23. **Shall** means compliance is mandatory.

1.24. **Single Audit** means an audit that encompasses the entirety of the financial operations of the Contractor and which meets the requirements prescribed by Federal Office of Management and Budget (OMB) guidelines. The OMB may be accessed at http://www.whitehouse.gov/omb/.

1.25. **Subcontractor** means any person, partnership, corporation, association, or organization, not in the employment of the Contractor, who has a subcontract agreement directly with the Contractor or a subsequent tier subcontract agreement with an intermediate subcontractor.

1.26. **Transitional housing** means a project that facilitates the movement of homeless individuals and families to permanent housing within a reasonable amount of time (usually 24 months). Transitional housing includes housing primarily designed to serve deinstitutionalized homeless individuals and other homeless individuals with mental or physical disabilities and homeless families with children.

1.27. **USCA** means the United States Code Annotated. All references in this Agreement to USCA chapters or sections shall include any successor, amended, or replacement regulation.

1.28. **Use as it relates to HIPAA or HMIS compliance** means, with respect to individually identifiable health or personal information, the sharing, employment, application, utilization, examination, or analysis of such information by an entity that maintains such information.

1.29. **Vulnerable Adult** means a person:

- Who is sixty (60) years of age or older and has the functional, mental, or physical inability to care for himself or herself or has been found to be incapacitated under Chapter 11.88 RCW; or
- Who has a developmental disability, as defined under RCW 71A.10.020; or
- Who has been admitted to a licensed facility, including boarding homes, nursing homes, adult family homes, residential habilitation centers, or any other facility licensed by the Washington State Department of Social and Health Services; or
- Who is receiving services from home health, hospice, or home care agencies licensed or required to be licensed under Chapter 70.127 RCW; or
- Who is receiving services from an individual provider, as defined under RCW 74.34.020.

1.30. **WAC** means the Washington Administrative Code. All references in this Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at http://app.leg.wa.gov/wac/.

1.31. **Washington homeless census** means an annual statewide census conducted as a collaborative effort by towns, cities, counties, community-based organizations, and state agencies, with the technical support and coordination of the Dept. of Commerce, to count and collect data on all homeless individuals in Washington.

1.32. **Washington State Homeless Management Information System (HMIS)** means a database of information about homeless individuals in the state used to coordinate resources to assist homeless clients to obtain and retain housing and reach greater levels of self-sufficiency or economic independence when appropriate, depending upon their

individual situations. The Dept. of Commerce is responsible for operating the statewide HMIS for counties that do not operate their own compliant system.

STATEMENT OF WORK

2. STATEMENT OF WORK

2.1. Benton County Homeless Housing and Assistance Program – Description: In consideration for the funding awarded in this Agreement, the Contractor agrees to assist the County with meeting the goals of the Five-Year Homeless Housing Plan for Benton and Franklin Counties to reduce homelessness as set forth below. The Contractor's activities are limited to those eligible activities identified in RCW 43.185C.050(2) and will be funded by the revenue source provided to the County pursuant to RCW 36.22.179(1). This Program shall serve the County's homeless Domestic Violence Victims, who have resided in Benton County at least one night prior to applying for services, and who are found to meet the program's eligibility and documentation requirements.

2.2. Rapid Rehousing/Homeless Prevention Direct Service Vouchers: In accordance with RCW 43.185C.050, the Contractor shall provide direct financial assistance in the forms listed below to eligible Benton County residents. Upon incurrence of such costs, the Contractor may request reimbursement from the County by submitting the information required for the amount of such financial assistance provided during the term of this Agreement. The total amount of direct financial assistance provided cannot exceed the amount equivalent to one hundred eighty (180) days of Fair Market Rent per household served. The financial assistance that Contractor may provide eligible persons through Direct Service Vouchers are:

- Up to one hundred eighty (180) days total of rent subsidies based on the Fair Market Rent per household served on a graduated subsidy model to provide temporary rental assistance in order to obtain shelter for program participants. Rental vouchers payable to landlords for persons who are homeless and meet the income eligibility requirements. Any assistance over 180 needs to be approved by the county in writing.
- Rental in arrears up to 3 months to keep household from becoming evicted.
- Rental application vouchers to assist clients in obtaining permanent housing.
- Security deposits for program participants each for an amount up to the equivalent of two months' rent.
- Utility deposit in order for clients to move into a new unit.

2.3 Eligible Supportive Services Expenses: In accordance with RCW 43.185C.050 and as identified within the Ten-Year Homeless Housing Plan for Benton County, the Contractor shall provide a reasonable level of direct supportive services to the Counties' eligible direct services recipients. The Contractor may request reimbursement from the County by submitting the information required for the amount of such supportive services provided during the term of this Agreement. Supportive Services shall be reported for billing in an incremental standard of fifteen (15) minutes. Documentation of each supportive service encounter must be sufficient in content to support the reported length of service.

The Contractor may provide eligible persons the following supportive services:

- Personnel performing case management directly related to assisting clients with obtaining and/or maintaining housing which shall consist of intake, eligibility screening, and need assessments to eligible program participants.
- Personnel assisting clients with obtaining other services (food, childcare, counseling, etc.).
- Brief follow-up client contact to assess the need for additional services and/or the effectiveness of previous program efforts and documentation of program outcomes

2.4 DOMESTIC VIOLENCE SHELTER & OPERATIONS

a. Program Overview:
This program consists of providing overnight shelter for homeless individuals experiencing violence. Shelter vouchers for temporary, emergency, short-term rental assistance not to exceed 31 days. The Contractor may request an exemption to this guideline by submitting a written request to Benton County Department of Human Services for up to 14 additional days. The request for exemption must outline the extraordinary circumstance. The Contractor shall not issue shelter vouchers in excess of 31 days without written approval.

b. 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 violence, dating violence, sexual assault, and stalking; and
- Developing an individualized housing and service plan, including planning a path to permanent housing stability.

c. Shelter Operations:

- Shelter operations. Eligible costs are 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.
- 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.

3. **DUPLICATION OF SERVICES:** None of the work done pursuant to this Agreement may duplicate, in form or function, any work or services already being done or provided by the Contractor pursuant to any other contract or agreement Contractor has in place with any governmental or quasi-governmental local, state, nation, or international entity.

PERFORMANCE GOALS AND OUTCOMES

4. **PERFORMANCE GOALS:** The performance goals for the Benton County Homeless Housing and Assistance funds are:
   - to provide supportive services to eligible Benton County clients;
   - to support County efforts in meeting the goals of the Benton and Franklin Counties Ten-Year Homeless Housing Plan; and
   - to decrease homelessness in Benton County.

5. **OUTCOME EVALUATION:** Program outcomes will be monitored and tracked against the HMIS database reports with the monthly billing.

REPORTING AND DELIVERABLES

6. **THE WASHINGTON STATE HMIS:** The Contractor shall provide client information on an ongoing basis, and with each monthly bill submitted on or before the 10th of each month, provide a HMIS print-out of clients served. The Contractor will participate in the HMIS Collaborative and the Data Sharing Agreement and allow the County access to client level data. The Contractor will enter all client information into the HMIS on an ongoing basis. The Contractor will exit client information from the HMIS on a timely basis.

7. **MONTHLY REPORTING:** The Contractor shall provide the following written reports, in a format prescribed or approved by the County, to the County on or before the 10th of the month following each month of service delivery:

   7.1. Supportive Service Report:

   - HMIS documentation submitted with monthly billing

SPECIFIC TERMS AND CONDITIONS

8. **ACCESS TO CHILDREN, DISABLED PERSONS, AND VULNERABLE ADULTS:** The Contractor shall prohibit any staff or volunteers with a criminal conviction set forth in RCW 43.43.830 from having access to children, developmentally disabled persons, or vulnerable adults in the course of providing the services under this Agreement. The Contractor must conduct a background check for all applicants for staff or volunteer positions who have unsupervised access to children, developmentally disabled persons, or vulnerable adults. The Contractor shall immediately report to the County any allegations/arrests identified in the background checks. If it becomes known to the Contractor, or the Contractor has reason to believe that an applicant has or may have a disqualifying conviction or finding as described in RCW 43.43.842, subsequent to the completion date of their most recent criminal background inquiry, the Contractor shall immediately report that finding to the County and immediately remove and thereafter restrict the employee or volunteer from providing services to children, developmentally disabled persons, or vulnerable adults unless otherwise granted written permission by the County's Authorized Representative.

9. **CLIENT ELIGIBILITY REQUIREMENTS**

   a. **Client Eligibility**: Only Benton County residents who meet the income eligibility criteria and definitions of homelessness criteria shall be eligible for client services under this Agreement, unless otherwise approved in writing by the County.

   b. **Eligibility Verification and Documentation**: County residency, homelessness status verification, and income eligibility status must be verified by the Contractor for program participants prior to billing for services. Income and homelessness status verification should be verified by a third party or self-declared. Self-declarations must be completed, signed and dated by agency staff. Self-declarations should be used only when written third-party verification cannot be obtained. A copy of each participant's verification documentation shall be kept in the participant's file.

10. **CLIENT FILES:** All client files shall include:
    - Client intake/evaluation, including the initial housing stability plan. The plan shall include goals and objectives as to how the goals will be met. All plans shall contain a timeline in which the goals are expected to be met and indicate whether they have been achieved;
    - Written progress notes that describe services provided and the staff's involvement in assisting the client in meeting the goals of their plan. Notes shall be entered for each client and include the purpose of the service, dates, duration of service, and the staff's name. Notes shall be legible;
    - Correspondence related to each client;
    - Verification and documentation of each client's eligibility for residency, homelessness status, and income;
    - Proof of payments made on client's behalf;

- HMIS consent form;
- Verification and documentation that each client's rights, including what services and benefits may be expected from the program and the client, have been explained to the client;
- Verification and documentation that the agency's grievance policy/procedure has been explained to the client; and
- For rental assistance, verification and documentation of a lease agreement.

11. CLIENT RIGHTS

11.1. Grievance Policy: The Contractor shall implement and follow a grievance policy for clients that:

- is approved by the County;
- is explained to participants and, if necessary, to a family member, legal representative, or advocate;
- provides a mediation process using someone who is unaffected by the outcome if conflicts remain unresolved; and
- produces an outcome that shall be documented in the client file.

11.2. Client Rights: The Contractor shall inform clients of their rights, what services and benefits may be expected from the program, and the program's expectations of them. If necessary, the participant's family, legal representative or advocate is also informed.

11.3. Individual Rights: The Contractor shall implement and follow policies and procedures that protect individual rights regarding participant abuse, rights to privacy, and respectful staff-to-participant interactions.

12. INTERAGENCY COOPERATION: Contractor agrees to participate with other agencies, as requested by the County, in the provision of services under this Agreement.

13. ORGANIZATIONAL DESIGN: The Contractor shall document:

- a written Performance Plan that describes the plan's mission, program objectives, expected outcomes, and how and when objectives will be accomplished, and that the plan is evaluated at least biennially and revised based on actual performance;
- how staff training, experience, and expertise relate to the needs of participants and the program's mission;
- that it is able to account for and manage public funds;
- an administrative/organizational structure that clearly defines responsibilities; and
- that it involves participants in policy development and the impact this has had on the program.

14. OTHER REQUIREMENTS:

14.1. Services and Activities to Minorities and Diverse Populations: All services and activities provided by the Contractor under this Agreement shall be designed and delivered in a manner sensitive to the needs of all minorities. The Contractor shall work toward improving access, retention, and cultural relevance of treatment, prevention or other appropriate services for minorities and other diverse populations in need of treatment, and work toward strengthening working relationships with other agencies serving these populations.

14.2. Participation in the Housing Resource Center: The Contractor shall participate with Benton County Department of Human Services in the Housing Resource Center. Accordingly, Contractor shall enter into a Partner Participation Agreement with the Department of Human Services as set forth by the Partner Participation Agreement (Exhibit B, attached hereto and incorporated herein by reference) and shall designate an individual in its organization to be part of the Benton County Department Human Services Partner Agency Committee (PAC). Contractor shall follow the Housing Resource Center Guidelines set forth by Exhibit C, which is attached hereto and incorporated herein by reference.

14.3. Subcontractor Monitoring and Risk assessment: The Contractor will comply with the annual on-site monitoring and risk assessment. The County reserves the right to monitor and review files at any time besides the annual review when deemed necessary.

GENERAL TERMS AND CONDITIONS

15. **AMENDMENT:** This Agreement, or any term or condition, may be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.

16. **ASSIGNMENT/DELEGATION/SUBCONTRACTING:** The Contractor shall not assign, delegate, or subcontract any portion of the contracted services, except as specifically provided by this Agreement, without obtaining prior written approval from the County's Authorized Representative. Assignment, delegation, or subcontracting without prior written approval by the County shall constitute a substantial breach of this Agreement.

    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 Agreement.

17. **AUDIT REQUIREMENT**: The Contractor shall have an independent review or independent audit performed at least once every biennium based upon the fiscal year of the Contractor. Each audit shall cover the entire operation of the Contractor. The independent review or audit shall reasonably assure the County that the Contractor is financially stable, and that the Contractor has established and maintains an adequate system of internal control to ensure the efficient, proper processing of, and use of, contract funds. The Contractor shall provide a copy of the independent review report or independent audit to the County within 180 days following the end of the independent review/audit period. For purposes of this section, if so agreed by the parties, an annual on-site monitoring visit by the County may constitute an independent review.

    a. **Correction Actions:** The Contractor shall take whatever corrective action is required by the County to mitigate risk or resolve outstanding audit findings within time periods established by the County.

    b. **Single Audit:** If the Contractor is subject to OMB Circular A-133, the Contractor shall comply with applicable OMB circular A-133 audit requirements and perform any corrective actions identified in the audit findings per A-133 requirements.

18. **COMPLIANCE WITH APPLICABLE LAW:** At all times during the term of this Agreement, the Contractor shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, non-discrimination laws and regulations.

    - **Non-Discrimination:** The Contractor and its assignees, delegates, and subcontractors shall not unlawfully discriminate against any person in the performance of any of their 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.

19. **COMPLIANCE WITH HIPAA:** If the Contractor requests or requires Protected Health Care Information for consideration of eligibility, or any other reason, it will at all times during the term of this Agreement, implement policies and procedures to safeguard and maintain any forms of protected health information in accordance with the requirements of state and federal law, and particularly the provisions of the Health Insurance Portability and Accountability Act. The Contractor shall not request

or require program applicants to sign uncompleted forms requesting healthcare information (blank releases of information).

20. **COMPLIANCE WITH DEPT. OF COMMERCE HMIS STANDARDS:** At all times during the term of this Agreement, the Contractor shall implement policies and procedures to safeguard and maintain protected personal information in accordance with the requirements of state and federal law, and particularly the provisions of the Dept. of Commerce requirements for the HMIS utilized by the County.

    Confidentiality for Victims of Domestic Violence or Other Revealing Information Regarding HIV/AIDS status: In fulfilling HMIS duties for this Agreement, the Contractor shall uphold the disclosure and storage parameters of personal information as found in RCW 70.24.105 and RCW 70.123.076.

21. **CONFIDENTIALITY:** The parties to this Agreement shall use Personal Information and other information gained only for the purposes of this Agreement. The Contractor shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information, without prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other information gained by reason of the Agreement and shall return or certify the destruction of such information if requested in writing by the party to the Agreement that provided the information.

    The Contractor understands that as a public entity, the County is subject to the Public Records Act (RCW 42.56.020) which mandates the release of most public records held for any purpose. The Contractor understands that any written record (including electronically stored records) which it submits to the County including, but not limited to, descriptions of work, client files, billings and correspondence, may be subject to the Public Records Act and if requested by a member of the public, will be disclosed by the County if mandated by the Public Records Act. Provided, however, that the County will not disclose any records that are protected by a statutory scheme (e.g., the Health Information Portability and Accountability Act) or case law. Accordingly, Contractor agrees that to the extent it feels that any of the written records it submits to the County are confidential, proprietary, or otherwise protected from disclosure under the Public Records Act, it will prominently designate the record(s) as such on their face. To the extent that the County receives a Public Records Act request for any written records which have been designated as confidential or proprietary, it will take all reasonable steps to contact Contractor as soon as possible and advise of the request so that Contractor can request a court order protecting the record(s). Contractor also hereby waives any and all rights to recover damages against the County for any records released pursuant to the Public Records Act.

22. **DEBARMENT CERTIFICATION:** The Contractor, by signature to this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal department or agency. The Contractor shall not employ any person or contract with any person or agency excluded from participation in federal health care programs or debarred or suspended per this Agreement.

23. **ENTIRE AGREEMENT:** This Agreement, including all documents attached to or incorporated by reference, contains all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties.

24. **GOVERNING LAW AND VENUE:** This Agreement has been and shall be construed as having been made and delivered within the State of Washington and this Agreement shall be governed by the laws of the state of Washington both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in the courts of competent jurisdictions in Benton County, Washington.

25. **HEADINGS AND CAPTIONS:** The headings and captions used in this Agreement are for reference and convenience only, and in no way define, limit, or decide the scope or intent of any provisions or sections of this Agreement.

26. **INDEMNIFICATION:** 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.

    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 benefits 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. By executing this Agreement, 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 Agreement the Contractor makes with any subcontractor or agent performing work hereunder. Contractor's obligations under this Section 13 shall survive termination and expiration of this Agreement.

    The Contractor's obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from actions, 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.

27. **INDEPENDENT STATUS:** For purposes of this Agreement, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of the County or the State of Washington. Neither the Contractor, nor any of the Contractor's employees may hold themselves out as or claim status as an officer, employee, or agent of the Benton County Department of Human Services, the State of Washington, or the County. Neither the Contractor, nor any of the Contractor's employees may claim for themselves any rights, privileges, or benefits that would accrue to an employee of the State of Washington or the County. The Contractor shall indemnify and hold harmless Benton County and the Benton and County Department of Human Services for all obligations to pay or withhold federal or state taxes or contributions or any other payroll deductions on behalf of the Contractor or the Contractor's employees.

28. **INSURANCE.** Prior to commencement of services under this Agreement, Contractor shall submit to the County certificates of insurance or certified copies of insurance policies and endorsements, if requested by the County, for the coverage required below and shall maintain the same type and amount of coverage as is currently in effect for the life of this Agreement. Each insurance certificate shall provide that coverage will not be canceled or reduced below the contractual amounts stated herein without forty-five (45) days prior to notice to the County. Contractor shall maintain at Contractor's sole expense unless otherwise stipulated, the following insurance coverages, insuring the County and its elected and appointed officials, employees, and agents as required herein.

    The Contractor shall not commence work under this Agreement until the Contractor has obtained all insurance required under this paragraph and such insurance has been approved by the County.

    All insurance policies shall be issued by companies authorized to do business under the laws of the state of Washington unless an exception is given in writing by the County's Authorized Representative. All insurance to be maintained by the Contractor, other than Professional Liability and Workers' Compensation, shall specifically include the County as an "Additional Insured" and shall not be reduced or canceled without forty-five (45) days prior written notice to the County. The Contractor's insurance coverage shall be primary insurance with respect to the County and its elected

and appointed officials, employees, and agents. Any insurance or self -insurance maintained by the County or its elected and appointed officials, employees, or agents shall be excess of the Contractor's insurance and shall not contribute to it.

Liability coverage, except Professional Liability, shall be written on an Occurrence policy form. If coverage is Claims Made form, the Retroactive Date shall be prior to or coincident with the date of this Agreement, and the policy shall state that coverage is Claims Made, and state the Retroactive Date. Should Claims Made be the only option, a minimum of three (3) year tail coverage shall be maintained after the expiration of the Agreement.

29. **Commercial General Liability Insurance:** The Contractor shall maintain, during the life of this Agreement, Commercial General Liability Insurance (Policy Form CG0001, or equivalent) to protect the County from claims for damages for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this Agreement, whether such operations are by the Contractor or by anyone directly employed by or contracting with the Contractor.

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

30. **Commercial General Liability Insurance Policy:** The Contractor shall maintain an endorsement naming the County as Additional Insured (Policy Form CG2010) and an endorsement that specifically states the Commercial General Liability Insurance shall be primary, and not contributory, with any other insurance maintained by the County.

    The policy shall be endorsed to include stop gap employer's liability 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

31. **Automobile Liability Insurance:** The Contractor shall maintain, during the life of this Agreement, Commercial Auto Liability Insurance (Policy Form CA0001, or equivalent) in the amount of $1,000,000 Bodily Injury and Property Damage per combined single limit to protect the Contractor from claims which may arise from the performance of this Agreement, whether such operations are by the Contractor or by anyone directly or indirectly employed by the Contractor. Covered autos shall be designated as "Symbol 1" any auto, if commercial auto liability is applicable.

32. **Workers' Compensation Insurance:** The Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. The Contractor shall submit a copy of its certificate of coverage from the Washington State Department of Labor and Industries prior to the commencement of work.

33. **Industrial Insurance Waiver:** With respect to the performance of this Agreement and as to claims against the County and its officers, agents, and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend, and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor against the County. However, Contractor's waiver of immunity by the provisions of this section extend only to claims against Contractor by the County and does not include or extend to claims by Contractor's employees directly against Contractor. This waiver is mutually negotiated by the parties to this Agreement.

34. **Professional Liability Insurance:** Prior to the start of work, the Contractor will secure and maintain at its own expense Professional Liability Insurance in an amount of not less than $1,000,000 per

claim and in the aggregate. If coverage is Claims Made, the retroactive date shall be prior to or coincident with the date of this Agreement. The policy shall state that coverage is claims made and state the retroactive date. Claims Made form coverage shall be maintained by the Contractor for a minimum of three (3) years following the termination of this Contract, and the Contractor shall annually provide the County with proof of renewal.

35. 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 address and Authorized Representative set out on the face page of this Agreement. Notice may also be given by facsimile or e-mail to the Authorized Representative with the original 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 facsimile or e-mail, service shall be effective at the beginning of the next working day.

36. ORDER OF PRECEDENCE: In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved the giving precedence in the following order:

a. Applicable federal, state, and local law, regulations, rules, and ordinances.
b. This Agreement, including all documents attached to or incorporated by reference.

37. OWNERSHIP OF MATERIAL: Material created by the Contractor and paid for by the County as part of this Agreement, including all copyright and other intellectual property rights associated with such material, shall be owned by the County and shall be "works for hire" as defined by Title 17 USCA, Section 101. This material includes but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Any materials produced as a result of the County's funding shall display the County's name appropriately. Material which the Contractor uses to perform this Agreement, but which is not created for or paid for by the County, is owned by the Contractor, however, the County shall have a perpetual license to use this material for the County's internal purposes at no charge to the County.

38. PROHIBITION OF POLITICAL ACTIVITIES: No funds, material, property, or contracted services provided under the terms of this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

39. RECORDS MAINTENANCE AND INSPECTION: For six (6) years, unless otherwise stated herein, following the termination of this Agreement, the Contractor shall maintain records in their original form that are sufficient to:

- Document the performance of all acts required by law, regulation, or this Agreement;
- Substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance;
- Demonstrate accounting procedures and practices which sufficiently and properly document the Contractor's billings to the County and all expenditures made by the Contractor to perform as required by this Agreement;
- Ascertain that personnel policies, procedures, and practices are in compliance with this Agreement; and
- Ascertain that all taxes and insurance required by state and federal law and this Agreement were paid by the Contractor.

39.1. Right of Inspection: The Contractor shall give access to its facilities and records to the County and its officers, employees, and agents, and to any other authorized officer, employee, or agent of the State of Washington or the United States at all reasonable times. Authorized persons shall have the right to examine the Contractor's performance and financial records and to perform other activities to determine the Contractor's compliance with the terms of this Agreement. The County may give the Contractor reasonable notice of monitoring, auditing, observation, and other visits by its officers and employees to the Contractor's place(s) of business; however, the Contractor may also be subject to unannounced site inspections, as necessary. The Contractor's failure to provide access to offices or

records upon reasonable notice, as required by this section, shall constitute a substantial breach of this Agreement.

39.2. Notice of Inspections: The Contractor shall verbally notify the County immediately of any inspections, audits, accreditation, or program reviews of services by any individual, agency, or governmental unit. The Contractor shall promptly provide the County with copies of any written reports of such inspections, audits, accreditation, or program reviews upon request.

39.3. 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 Article 20 of this Agreement may be of evidentiary value; the County will 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 are in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out above in Article 20.

39.4. Audit Clarification: In the event that the County desires clarification in any way related to an audit or inspection of Contractor's books, records, or office, to determine whether Contractor is acting in compliance with this Agreement or federal, state, or local law, the County may request, in writing, that Contractor provide further clarification on any issue, or that Contractor provide certain books or records meeting certain criteria. If Contractor receives such a notice, Contractor shall cooperate in providing the requested information, books, or records, by the date and time noted in the request. Failure to respond, evasive responses, or incomplete responses shall constitute a substantial breach of this Agreement. The Contractor shall respond within (5) business days, excluding weekends and holidays.

40. **REDUCTION/SUSPENSION OF SERVICES:** The Contractor shall provide the County with prompt notification of any discontinuance or suspension of or significant reduction in any category of services provided by this Agreement or any change in location of the provision of such services. Said changes shall only be made in accordance with the provisions of this Agreement.

41. **RELATIONSHIP OF THE PARTIES:** The Benton County Department of Human Services shall be the representative of the County with full authority for administering and overseeing the performance of this Agreement. Whenever, in this Agreement, provision is made for the Contractor to contact or give notice to the County or provide it with documents, reports, voucher claims, or any other information, or for the County to give notice to the Contractor to review, inspect, observe, or audit this Contractor's contracted services, facilities, programs, or records, the term "County" shall mean the Department of Human Services.

    The Contractor agrees to immediately remove any of its employees or agents from their assignment to perform services under this Agreement upon receipt of a written request to do so from the County's Authorized Representative, or his designee.

42. **SEVERABILITY:** The provisions of this Agreement are severable. If any court holds any provision of this Agreement, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions of this Agreement.

43. **SURVIVABILITY:** The terms and conditions contained in this Agreement, which by their sense and context, are intended to survive the expiration of this Agreement shall so survive. Surviving terms include but are not limited to: Confidentiality; Indemnification and Hold Harmless; Inspection; Maintenance of Records; Ownership of Material; Termination for Default; Termination Procedure; and Treatment of Property.

44. **TERMINATION DUE TO CHANGE IN FUNDING:** If the funds upon which the County relied to establish this Agreement are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the County may immediately terminate this Agreement by providing written

notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

45. **TERMINATION FOR CONVENIENCE:** Either party may terminate this Agreement in whole or in part, for any reason, by giving at least thirty (30) calendar day's written notice. In the event of termination, each party shall be responsible only for performance rendered in accordance with the terms of this Agreement prior to the effective date of termination. The Contractor shall assist in the orderly transfer/transition of the clients served under this Agreement.

46. **TERMINATION FOR DEFAULT:** The County may terminate this Agreement for default, in whole or in part, by written notice to the Contractor, if the County has a reasonable basis to believe that the Contractor has:
    - **a.** Failed to meet or maintain any requirement for contracting with the County;
    - **b.** Failed to perform under any provision of this Agreement;
    - **c.** Failed to ensure the health or safety of any client for whom services are being provided under this Agreement;
    - **d.** Violated any law, regulation, rule, or ordinance applicable to the services provided under this Agreement; and/or
    - **e.** Otherwise breached any provision or condition of this Agreement.

    Before the County may terminate this Agreement for default, the County shall provide the Contractor with a ten (10) day written notice of the Contractor's noncompliance and provide the Contractor a reasonable opportunity to correct the Contractor's noncompliance. If the Contractor does not correct the Contractor's noncompliance within the ten (10) day period of time specified in the written notice of noncompliance, the County may then immediately terminate the Agreement. However, the County may terminate the Agreement for default without such written notice and without opportunity for correction if the County reasonably believes that a client's health or safety may be jeopardy, or if the Contractor has violated, or is alleged to have violated, as determined by the County, any law, regulation, rule, or ordinance applicable to the services provided under this Agreement.

47. **DISPUTES:** Disputes between the Contractor and the County, arising under and by virtue of this Agreement, 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 Authorized Representative or designee. All rulings, orders, instructions, and decisions of the County's Authorized Representative shall be final and conclusive, subject to Contractor's right to seek judicial relief.

48. **PROCEDURE UPON TERMINATION OR EXPIRATION OF AGREEMENT:** The following provisions apply in the event this Agreement is terminated or expires:

    41.1. Cease Performance: The Contractor shall cease to perform any services required by the Agreement as of the effective date of termination or expiration and shall comply with all reasonable instructions contained in the notice of termination or expiration which are related to the transfer of clients, distribution of property, and termination or expiration of services.

    41.2. Delivery of Assets: The Contractor shall immediately deliver to the County's Authorized Representative (or to his or her successor) listed on the first page of this Agreement, all of the County's property in the Contractor's possession, including any materials created under the Agreement. If the Contractor fails to return the County's property within ten (10) working days of the effective date of termination or expiration of this Agreement, the Contractor shall be charged with all reasonable costs of recovery, including transportation. The Contractor shall protect and preserve any property of the County that is in the Contractor's possession pending its return to the County. Nothing in this paragraph shall limit the County's rights or remedies pursuant to this Agreement or law.

41.3. Payment of Services: The County shall be liable for and shall pay for only those services authorized and provided through the date of termination or expiration. The County may pay an amount mutually agreed upon by the parties for partially completed work and services, if usable by the County.

41.4. Final Payment: If the County terminates this Agreement for default on the part of the Contractor, the County may withhold some or all of the final payment to the Contractor that the County determines necessary to protect the County from loss or additional liability. In addition to these remedies, the County shall be entitled to remedies available at law, in equity, or under this Agreement. If it is later determined that the Contractor was not in default, the Contractor shall be entitled to all remedies available at law, in equity, or under this Agreement.

41.5. Transition: In the event that this Agreement is terminated or expires, Contractor shall assist in the orderly transition of clients and records to a new provider or to the County, at the County's direction. This includes, at a minimum, transferring client files to new providers at the request of the provider, the client, or County, advising clients of how to contact new provider(s), and not taking any action that would interfere with a client's choice of new provider or relationship with access to a new provider.

49. **TREATMENT OF CLIENT PROPERTY:** Unless otherwise provided in this Agreement, the Contractor shall ensure that any adult client receiving services from the Contractor under this Agreement has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under the age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or, expiration of completion of this Agreement, the Contractor shall immediately release to the client and/or the client's guardian or custodian all of the client's personal property.

50. **TREATMENT OF PROPERTY:** Title to all property purchased or furnished by the County for use by the Contractor during the term of this Agreement shall remain titled to the County. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by the County under the Agreement shall pass to and vest in the County. The Contractor shall protect, maintain, and insure all County's property in its possession against loss or damage and shall return the County's property to the County within ten (10) working days of Agreement termination or expiration.

51. **WAIVER:** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed as a modification of the terms and conditions of this Agreement unless amended as set forth in the Amendment provisions of this Agreement. Only the County, or its designee, have the authority to waive any term or condition of this Agreement on behalf of the County and such waivers shall only be effective if they are in writing and signed by the County's Authorized Representative, or designee. The failure of the County to insist upon the strict performance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

CONSIDERATION AND PAYMENT PROVISIONS

52. **CONSIDERATION:** The County shall reimburse the Contractor for reasonable costs associated with the performance of the activities described in the Statement of Work provisions of this Agreement and in accordance with Exhibit A, which is attached hereto and incorporated herein by reference. The maximum consideration for services provided shall be as follows:

    52.1. Supporting documentation is required to be submitted with County invoice for all reimbursement requests. (Ledgers, receipts, HMIS reports, etc.)

52.2. RAPID REHOUSING/EVICTION PREVENTION

a. **Direct Service Vouchers – Rapid Rehousing/Eviction Prevention** are eligible for reimbursement for direct expenses provided during each month between January 1, 2021 and December 31, 2022. Rapid Rehousing eligible expenses shall not exceed $80,000.00 and Eviction Prevention eligible expenses shall not exceed $76,000.00. Direct Service expenses shall not exceed a total of $156,000.00 during the term of this Agreement.

b. **Program Supportive Services** eligible for reimbursement may be billed at no more than $761.41 per month between January 1, 2021 and December 31, 2022 and shall not exceed a total of $35,000.00 during the term of this Agreement.

c. **Administrative Costs** eligible for reimbursement may be billed at five percent (5%) of the total amount of Direct Service Vouchers and Program Supportive Services expenses in each month between January 1, 2021 and December 31, 2022 and shall not exceed a total of $9,550.00 during the term of this Agreement.

53. BILLING PROCEDURES: The Contractor shall submit written claims for payments earned on the appropriate forms provided by the County. All claims must be accompanied by the appropriate HMIS report and supporting documentation. All claims must be submitted by the 10th day of each month for services provided the prior month. The County will pay the Contractor with County warrants or request further verification documentation within thirty (30) days following receipt of timely claims for payment. Claims submitted after the 10th of the month may not be eligible for reimbursement. The final billing for services against this Agreement shall occur no more than sixty (10) days after the end date of this Agreement.

54. PAYMENT PROVISIONS

54.1. Right to Withhold Payment: The County expressly reserves the right to withhold payment in whole or in part when:

- the Contractor fails to submit documentation required by this Agreement sufficient to substantiate claims for payments;
- the Contractor fails to maintain its reporting obligations under this Agreement;
- claims for payments are inconsistent with the terms and conditions of this Agreement; or
- the Contractor breaches this Agreement or violates any city, county, state, or federal rule, regulation, or law.

54.2. Overpayments/Duplicate Payments: The Contractor ensures that services billed against this Agreement have not been paid by any other source. In the event the Contractor receives payment from another source, subsequent to receiving payment from the County, the Contractor shall promptly reimburse the County in the amount of the duplicate payment.

54.3. Reductions in Funding: The County expressly reserves the right to modify or terminate this Agreement if the funding it receives for contracted services is withdrawn, reduced, or limited. The County may reduce the level of services authorized or eliminate specific categories of services insofar as necessary to reflect any funding reductions or limitations. The County shall notify the Contractor promptly of any reduction or proposed reduction in funding. The Contractor agrees that, upon receipt of such notice, it shall take immediate, appropriate, and reasonable action to reduce its spending in the affected funding area so that the payments earned do not exceed the reduced funding level.

54.4. Recovery of Costs Claimed in Error: If the Contractor claims and the County reimburses for expenditures under this Agreement which the County later finds were (1) claimed in error or (2) not allowable costs under the terms of the Agreement, the County shall recover those costs and the Contractor shall fully cooperate with the recovery.

54.5. Reimbursement for Services: If the County requests in writing services that exceed those services outlined in this Agreement, then reimbursements of costs for such services shall be limited to an hourly rate of $24.00 per hour and shall not exceed the net total costs for the Supportive Services.

55. CERTIFICATION FILES INFORMATION: The Contractor shall provide current certification documentation when requested by the County. Documentation may include, but is not limited to, the Contractor's Board of Directors' roster, bylaws, organizational charts, job descriptions, policies and procedures, and licenses.

Goodwill Industries of the Columbia, Inc. **Exhibit A**
2021-HHAA-GW
Benton County
January 1, 2021 - December 31, 2022

Rental Assistance	Computation	Cost
Rapid Rehousing	Up to 6 months of rental assistance at FMR Utility Deposits, Security Deposits and App Fees	$80,000.00
Homeless Prevention	Up to 3 months rent in arrears and 3 months FMR moving forward Utility Deposits, Security Deposits, and App Fees	$76,000.00
Program Support Services	Case management support services $1,458.33 per month x 24 months	$35,000.00
Administration	5% of operations and program support services	$9,550.00
Total		$200,550.00

Exhibit B

BENTON COUNTY WA

Partner Participation Agreement

The overall goal of the Housing Resource Center (HRC) provided by Benton County Department of Human Services (BCDHS) is to partner with community agencies in their efforts to decrease homelessness and reduce the time households spend in homelessness. In order for HRC to be successful and improve the experience of households in crisis seeking assistance, both HRC and participating agencies will commit to common performance expectations, to be carried out to the best of their availability.

As a HRC partner, you can expect the following service commitments from BCDHS HRC:

- Households referred by your agency to HRC will be treated with unconditional regard for their situation and scheduled for a screening within 3 business days of your referral.
- Households will be referred by HRC to the necessary housing and support services in a fair and equitable manner, without regard to the individual's race, national origin, ethnicity or gender.
- All households will be pre-screened based on your agency's specific criteria prior to receiving a referral to your agency. Criminal background checks will not be performed by HRC. HRC will contact your agency directly prior to referral, to ensure that there are no unforeseen reasons to expect the referral will be declined.
- HRC will provide households seeking assistance direct services including; navigator preliminary assessment of program qualifications and barriers, data entry into HMIS, emergency shelter/motel vouchers, homeless prevention and rapid re-housing to qualified households.
- Provide an ongoing committee forum to enable your agency to provide feedback regarding HRC performance, conflicts, as well as continually shape the HRC vision and scope of services provided.

As a HRC partner, your agency makes the following service commitments to the HRC:

- Provide HRC the list of qualification criteria for each of its programs (updated as needed).
- Update HRC weekly with program openings.
- Refer all households requesting homeless housing assistance to HRC.
- Identify a point of contact(s) for HRC to direct any referrals.
- Accept and confirm qualified referrals from HRC and provide explanation for referral refusals within 7 days of the households appointment.
- Update HMIS on a daily basis to show program availability.
- Work with BCDHS HMIS coordinator to resolve and improve data quality.
- Report on community needs, trends and resources that may impact HRC.
- Attend HRC housing provider/PAC meetings on a regular basis.

On behalf of Goodwill Industries of the Columbia I, Ken Gosney, am committed to supporting the success of HRC and its mission and will be an active agency partner with Benton County Department of Human Services Housing Resource Center.

Agency Representative and Date — 12/28/2020

Benton County Department of Human Services Representative

Benton County
Dept. of Human Services
7102 W. Okanogan Pl., Ste. 201
Kennewick, WA 99336
Phone: (509) 783-5284
Fax: (509) 783-5981

Housing Resource Center Guidelines

Foundational Principles

- Belief in housing first concept
- Belief of Progressive Engagement and the idea of doing the least for each household rather than the most
- Belief that people are resourceful and can make it without us
- Belief in the consumer as the lead in the process (strength-based approach)
- A willingness to use a system-perspective
- Functions primarily as a centralized intake/triage approach for housing assessment and referral
- Identify and utilize information and strengths of each agency
- Establish role and utilization of HMIS
- Provide community education
- Be data driven
- Know best practice models and consider the best local adaptation

What HRC Does

- Assess clients for immediacy of need and place into appropriate program and/or service
- Assess clients risks of homelessness
- All clients screened for diversion
- Assess for level of need
- All programs that have unique eligibility requirements will be used to verify eligibility and appropriateness
- Provides services to the clients that meet the minimum points on the vulnerability/prioritization tool.
- Provides additional assessment/case management based on needs with an Intake Specialist.

HRC goals

- Reduce the time homeless
- Quick access to comprehensive information
- Household receives a successful referral

- Household has a clear understanding on the next step
- Decrease duplication of agency work to qualify household
- Decrease duplication of services to the same household
- Provide improved access to services

Pre-screen/Prioritization

The Housing Navigator responds to the household to determine:

- Presenting issues
- Special Populations: DV and Youth
- Housing Status: at risk, homeless or shelter assistance
- Income eligibility
- Provide diversion
- Provide Information
- Prioritization tool will be used. For clients 0-4 score there will be no intervention, and clients will be given other community resources and diversion techniques will be offered. For clients scoring of 5 points or more on the tool they will be screened further for appropriate intervention.
- Clients scoring a 4 with extenuating circumstances can be staffed for potential over-ride. The reason for the over-ride will be documented on the tool by the supervisor.

Homeless & At Risk Definitions

Households are homeless if they are unsheltered or residing in a temporary housing program, as defined below.

Unsheltered Homeless:

Living outside or in a place that is not designed for, or ordinarily used as a regular sleeping accommodation for human beings, including a vehicle, park, abandoned building, bus or train station, airport, or campground.

Fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, human trafficking, or other dangerous or life-threatening conditions that relate to violence against the household member(s), including children, that have either taken place within the household's primary nighttime residence or has made the household member(s) afraid to return to their primary nighttime residence.

Sheltered Homeless:

Residing in a temporary housing program including shelters, transitional or interim housing, and hotels and motels paid for by charitable organizations or government programs.

Exiting a system of care or institution where they resided for 90 days or less AND who resided in an emergency shelter or place not meant for human habitation immediately before entering that system of care or institution.

Residing in a trailer or recreational vehicle that is parked illegally or in a location that is not intended for long-term stays (i.e. parking lots).

At Imminent Risk of Homelessness

Households are at imminent risk of homelessness if they will lose their primary nighttime residence (including systems of care or institutions) within 14 days of the date of application for assistance, AND no subsequent residence has been identified, AND the household lacks the resources or support networks needed to obtain other permanent housing.

Screening Process

For households who are determined to be homeless or at risk of homelessness, the intake specialist continues with a full assessment.

Step One Determines:

- Household Information
- Income/Housing Information
- Household Characteristics
- Housing Status
- Use the prioritization tool to see if client/household meets minimum criteria

Step Two Determines:

1. If the client does not meet minimum criteria:
    - Diversion techniques will be utilized
    - A community resource guide will be available to guide the client
2. If the client is at imminent risk:
    - Additional paperwork will be obtained
    - A referral will be made to an eviction prevention program (subject to available funds)
    - Partner agencies will notify the HRC worker within 7 days of the clients appointment to let the HRC staff know the outcome of the referral
    - Data will be entered into HMIS
3. If the client is homeless:
    - Barriers will be determined
    - Level of engagement will be determined
    - Additional paperwork will be obtained

- A referral will be made to a rapid rehousing program (subject to available funds)
- Partner agencies will notify the HRC worker within 7 days of the clients appointment to let the HRC staff know the outcome of the referral
- Data will be entered into HMIS

Applicants are seen on a first come / first served basis. Should there be multiple applicants for a single program opening, clients will then be prioritized for service. For example: (1) Chronically homeless (2) unsheltered literally homeless and then (3) sheltered literally homeless.

Direct Services Provided within HRC

Emergency Motel/Shelter Vouchers

Motel/Shelter vouchers can be issued only as a "last resort" for households that cannot stay at the Union Gospel Mission (UGM) and have no other resources available to them (subject to available funds).

- Motel/Shelter vouchers are limited to one week except under special circumstances
- Motel/Shelter vouchers will be issued to motels that have agreed to do business with Benton and Franklin County.
- Motel/Shelter vouchers will only be issued if the mission is full and/or the client cannot stay there due to mental/physical/medical problems and noted by the case manager. (subject to available funds)
- Priority for motel/shelter vouchers will be given to single fathers with children and families that have a boy over the age of 12 that cannot stay at the mission.

Homeless Prevention

Homeless prevention assistance applies to households facing eviction from their current residence and will be provided based on the Eligibility Criteria and a completed Rating Tool:

- Only households below 30% AMI
- Household must show an eviction notice that will result in their being homeless within 14 days of screening.
- Assistance is limited to the amount to prevent the eviction but cannot exceed 30 days of FMR for the unit size, unless otherwise approved by supervisor.
- Households living with family or friends are not eligible for prevention unless the host family is pending evicted (an eviction notice must be presented) due to overcrowding or the host family is on Section 8 housing and is able to show documentation of enrollment.

Rapid Re-Housing

Rapid re-housing assistance applies to households that are currently unsheltered homeless, fleeing violence, or living in a shelter or motel paid by a charitable or non-profit organization; and in need of first month rent and/or deposit.

- Household will need to show proof of homelessness by submitting a letter from a shelter, receipt from motel (paid for by a charitable or non-profit organization), 3rd party declaration or a self-declaration.
- Households will complete a full intake assessment to determine barriers and service needed.
- Households needing more than one month rent or deposit assistance will be screened and referred to additional programs if found eligible.
- Households will need to obtain housing which is suitable for the household size (based on occupancy guidelines) and budget.
- Households receiving assistance by HRC must have a reasonable sustainable plan to maintain housing on an ongoing basis and show proof of such without further assistance.

Occupancy Standards for Benton and Franklin Counties

Occupancy Standards for Benton and Franklin Counties are listed below. The standard can be evaluated on a case by case situation by the Housing Program Specialist.

Household Size	Unit Size Allowable
1 -2 persons	Studio
1-3 persons	One bedroom
4- 5 persons	Two bedroom
6-7 persons	Three bedroom
8+ persons	Four bedroom/Plus

Community Resources

HRC will provide community resources and referrals including the "Community Resource Guide" which is a comprehensive guide to services in Benton and Franklin Counties.

Referral Process

Clients whom are determined eligible will receive an assessment based on individual need. Referrals to agency partners will be made based on program eligibility. HRC staff monitor openings each day based on direct communication with partner agencies that routinely notify HRC staff of new openings as they become available. The process will include the following:

- Determine which program is most suitable and has a current opening
- Contact the agency to schedule an appointment for the referred household
- Within seven (7) business days after the scheduled appointment, the agency will notify HRC with the HRC Referral Letter outcome whether the client was accepted into the program or why the household was turned away. Programs must provide a qualifying reason to deny a referral.
- Client data and HMIS number will be shared with the referral agency

If an agency sends a client to HRC for prescreening and assessment and would like the client referred back to their program, the agency must submit this request in writing. If their program is the most suitable for the client, HRC will make every effort to honor the request.

Partner Agreements

Agency partner agreements will be required for all agencies receiving funds through Benton County Department of Human Services and any other community agency wanting to participate in the coordinated entry system. Agreements will include the following:

- Partnership agencies must make a good faith effort to serve clients who are referred by HRC
- Partnership agencies will notify HRC within seven (7) business days after the scheduled appointment if the client has been accepted into the program, or if a referral is turned away and provide an explanation
- Partnership agencies will be represented in CEC (CES Evaluation Committee)
- Partnership agencies will send walk-in or phone inquiries to HRC for a prescreening

HMIS Data Collection and Entry

Accurate and timely HMIS data is essential to the success of the HRC. Each household receiving an assessment will be entered into HMIS using the universal data collection requirements by HRC. If a household is already part of the HMIS then their information will be updated by HRC.

- All information will be scanned into each household's HMIS profile.
- When a referral is made to a partner agency the HMIS household identifier will be provided so that the partner agency can have access to household data.
- When the partner agency accepts the household into their program then they need to update the HMIS showing program enrollment and services received.
- Audits of HMIS data entered by partner agencies are performed regularly.

System Evaluation

System evaluations will be performed annually, and the methods will include HMIS data, Department of Commerce Dashboard reports, and CEC feedback.

CES Evaluation Committee (CEC)

Benton County Department of Human Services will hold CEC quarterly to discuss and evaluate HRC. This gives an opportunity to provide feedback, what is working, resolve issues and conflicts and suggest improvement for the program. Partnerships will be developed with housing providers, service providers, mental health agencies and shelters.

Changes to Guidelines

Benton County Department of Human Services may issue revised or new Guidelines at any time. Revised copies will be sent as they are published.

Contact Information

Mari Clark
Contracts Manager
Email: Mari.Clark@co.benton.wa.us
Phone: (509) 737-3902

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 26, 2021
Subject:	Execute the First Amendment to Priority and Subordination Agreement with Housing Authority of the City of Kennewick
Presenter:	
Prepared By:	Mari Clark, DHS Contract Manager
Reviewed By:	Kyle Sullivan, DHS Manager

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

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

Summary / Background Information

The purpose of this Amendment is to change Section C and E of the Priority and Subordination Agreement.

Fiscal Impact

Total Agreement Amount: $0.00

Fund: There is no impact on the current expense budget.

Recommendation

- Sign the resolution to accept the proposed Agreement
- Approve the proposed Agreement by signing all the copies where indicated

Suggested Motion

Approve on Consent Agenda

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING THE FIRST AMENDMENT TO PRIORITY AND SUBORDINATION AGREEMENT BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND HOUSING AUTHORITY OF THE CITY OF KENNEWICK

WHEREAS, the purpose of this First Amendment is to make agreed upon changes to Section C and Section E of the original Agreement; and

WHEREAS, Benton County Resolution 2020 959, identified the priority order of precedence for repayment in an instance of loan default by the Housing Authority of the City of Kennewick (KHA); and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed First Amendment; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign on behalf of Benton County, the First Amendment to Priority and Subordination Agreement between Benton County Department of Human Services and Housing Authority of the City of Kennewick; and

BE IT FURTHER RESOLVED, the term of the attached First Amendment to Priority and Subordination Agreement commences on the date of execution and ends on December 31, 2035.

Dated this . . . .day of . . . . . , 2021

_____
Chair

_____
Member

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

Attest: _____
Clerk of the Board

cc: Human Services; Benton County Commissioners

M. Clark

FIRST AMENDMENT TO
Priority and Subordination Agreement

THIS FIRST AMENDMENT (hereinafter "First Amendment") is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **BENTON COUNTY DEPARTMENT OF HUMAN SERVICES**, with its principal offices located at 7102 W. Okanogan Avenue, Suite #201, Kennewick, WA 99336 (hereinafter collectively referred to as "COUNTY"), and **HOUSING AUTHORITY OF THE CITY OF KENNEWICK**, a public corporation created under RCW 35.82.030 dba Kennewick Housing Authority, with its principal offices at 915 W. Fourth Pl., Kennewick, WA 99336, (hereinafter "CONTRACTOR").

WHEREAS, per Benton County Resolution No. 2020 959, the parties entered into a Priority and Subordination Agreement beginning December 15, 2020 and ending December 31, 2035 (hereinafter the "Agreement"); and

WHEREAS, this First Amendment is necessary to make agreed-upon, needed amendment to the Commerce's Interest section and Consortium's Interest section of the Agreement; and

NOW THEREFORE, the parties agree that all provisions of the AGREEMENT remain in full force and effect, except for the following amendments:

1. **SECTION C** Commerce's Interest shall be replaced in its entirety with the following:

   Commerce's Interest. The Authority and Commerce are parties to that certain Housing Trust Fund Contract Number 19-94110-020 signed by the Authority on November 18, 2020, and by Commerce on _____, 2020 (the "HTF Agreement") whereby Commerce agreed to lend to the Authority up to $1,895,413 (the "HTF Loan"). The HTF Loan is evidenced by a Promissory Note signed by the Authority on November 18, 2020 (the "HTF Note"), made by the Authority for the benefit of Commerce. Repayment of the HTF Note is secured by, among other security documents, a Deed of Trust in favor of Chicago Title Insurance Company, as trustee, and Commerce as beneficiary, recorded under Benton County recording no. 2020-048833 (the "HTF Deed of Trust"), encumbering the Authority's interest in the Property. In addition, the Authority executed a Low Income Housing Covenant Agreement recorded under Benton County recording number _____ (the "HTF Covenant"). All documents identified in this paragraph, and any documents executed by the Authority in connection therewith, are collectively referred to as the "HTF Documents."

2. **SECTION E**. Consortium's Interest shall be replaced in its entirety with the following:

   Consortium's Interests. The Authority and the Consortium are parties to that certain HOME Program Loan Agreement dated June 10, 2020 (the "HOME Loan Agreement"), whereby the Consortium has agreed to lend to the Authority up to $750,000 (the "HOME Loan").

Pursuant to an Omnibus Amendment Agreement dated _____, among the Authority, the Consortium, and First American Title Insurance Company (the "HOME Loan Omnibus Amendment Agreement") recorded under Benton County recording number _____, the Consortium agreed to increase the amount of the HOME Loan to $850,000. The HOME Loan is evidenced by a Promissory Note dated June 10, 2020 (as amended by the HOME Loan Omnibus Amendment, the "HOME Loan Note"), made by the Authority for the benefit of the Consortium. Repayment of the HOME Loan Note is secured by, among other security documents, a Deed of Trust in favor of First American Title Insurance Company, as trustee, and the Consortium as beneficiary, recorded under Benton County recording no. 2020-021032 (as amended by the Home Loan Omnibus Amendment Agreement, the "HOME Loan Deed of Trust"), encumbering the Authority's interest in the Property. In addition, the Authority executed a HOME Program Loan Covenant Agreement recorded under Benton County recording number 2020-021033 (as amended by the Home Loan Omnibus Amendment Agreement, the "HOME Loan Covenant"). All documents identified in this paragraph, and any documents executed by Authority in connection therewith, are collectively referred to as the "HOME Loan Documents."

IN WITNESS WHEREOF, the parties have caused this First Amendment to the Priority and Subordination Agreement to be signed by their duly constituted legal representatives and it is

FOR BENTON COUNTY:

_____

Chair Date

_____

Member Date

_____

Member Date

_____

Attest: Clerk of the Board

APPROVED AS TO CONTENT:

_____

Department of Human Services

APPROVED AS TO FORM:

_____

Benton County PA, Civil

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 26 2021
Subject:	Execute Agreement #2021-HHAA-OXFORD with Oxford House, Inc.
Presenter:	
Prepared By:	Mari Clark, DHS Contract Manager
Reviewed By:	Kyle Sullivan, DHS Manager

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

Type of Agenda Item:

- ☒ Consent Agenda
- ☐ Public Hearing
- ☐ Scheduled Business

Type of Action Needed: *(Multiple boxes can be checked, if necessary)*

- ☐ Discussion Only
- ☐ Decision / Direction
- ☐ Sign Letter / Document
- ☐ Pass Motion
- ☒ Pass Resolution
- ☐ Pass Ordinance
- ☒ Execute Contract

Summary / Background Information

Benton County Department of Human Services would like to contract with Oxford House, Inc. to assist the County with meeting the goals of the Five-Year Homeless Housing Plan for Benton County to reduce homelessness.

The program will provide Direct Service Vouchers, a short-term financial assistance program, and Supportive Services, consisting of case management specific tasks.

Fiscal Impact

There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0154101 Homeless Housing and Assistance Fund, for a Consideration amount of $161,628.00.

Recommendation

- Sign the Resolution to accept the proposed Grant Agreement
- Approve the proposed Grant Agreement by signing all the copies where indicated

Suggested Motion

Consent Agenda

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTING GRANT AGREEMENT #2021-HHAA-OXFORD BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND OXFORD HOUSE, INC., TO ASSIST THE COUNTY WITH MEETING THE GOALS OF THE FIVE-YEAR HOMELESS HOUSING PLAN TO REDUCE HOMELESSNESS

WHEREAS, Benton County Department of Human Services would like to contract with Oxford House, Inc. to assist the County with meeting the goals of the Five-Year Homeless Housing Plan for Benton County to reduce homelessness; and

WHEREAS, the program shall serve the County's homeless residents that are struggling with a substance use disorder, exiting a treatment facility or jail and who reside in Benton County and who are found to have met the program's eligibility and documentation requirements; and

WHEREAS, the program will provide Direct Service Vouchers, a short-term financial assistance program, and Supportive Services, consisting of case management specific tasks; NOW THEREFORE

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed Grant Agreement; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign, on behalf of Benton County, Grant Agreement #2021-HHAA-OXFORD between Benton County Department of Human Services and Oxford House, Inc., to assist the County with meeting the goals of the Five-Year Homeless Housing Plan for Benton County to reduce homelessness, for a consideration amount of $161,628.00; and

BE IT FURTHER RESOLVED, the term of the attached Grant Agreement commences on January 1, 2021 and shall expire on December 31, 2022.

Dated this . . . .day of . . . . . , 2021

_____
Chair

_____
Member

_____
Member

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

cc: Human Services; Benton County Commissioners

M. Clark

Benton County
DEPARTMENT OF HUMAN SERVICES
Grant Agreement #2021-HHAA – OXFORD

This Grant Agreement, hereinafter referred to as the "Agreement", is executed by and between **Benton County**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **Benton County Department of Human Services**, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "County"), and **Oxford House, Inc.**, a non-profit corporation organized under the laws of the state of Delaware and registered in the state of Washington, with its principal offices at 1010 Wayne Avenue, Suite 300 Silver Spring, MD 20910 (hereinafter "Contractor").

County's Contact Information/Authorized Representative:
Kyle Sullivan, Manager
Benton County
Department of Human Services
7102 W. Okanogan Place, Suite 201
Kennewick, WA 99336
Phone: (509) 783-5284
Fax: (509) 783-5981
E-Mail: Kyle.Sullivan@co.benton.wa.us

Contractor's Contact Information/Authorized Representative:
Jason Bliss, WA State Outreach Services
Oxford House, Inc.
5426 N Rd. 68 Suite D #102
Pasco, WA 99301
Phone: (509) 430-1155
E-Mail: Jason.Bliss@oxfordhouse.us

Agreement Start Date ..... January 1, 2021
Agreement End Date ..... December 31, 2022
Unless this Agreement is terminated sooner as set forth herein.

Consideration..... Benton County $161,628

Exhibit A ..... Budget
Exhibit B ..... Partnership Participation Agreement
Exhibit C ..... Housing Resource Center Guidelines

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

For the Contractor:

Kathleen Gibson Title Chief Operating Officer Date 12/30/2020

For Benton County:

Benton County Commissioners Date

Attest: Clerk of the Board

Approved as to Content:

Department of Human Services

Approved as to Form:

Benton County Prosecutor's Office

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DEFINITIONS

1. DEFINITIONS

1.1. **Annual Point in Time Count or Washington Homeless Census** means an annual countywide census conducted as a collaborative effort by towns, cities, counties, community-based organizations, and state agencies, with the technical support and coordination of the Dept. of Commerce, to count and collect data on all homeless individuals in Washington.

1.2. **Benton County Resident** means an individual who has spent, at a minimum, the last night prior to applying for assistance within Benton County.

1.3. **Benton-Franklin HMIS Collaborative or the HMIS Collaborative** means a County administered, cooperative agreement of 2163 Homeless Housing and Assistance fund recipients and homeless service providers obtaining, sharing, and utilizing data for input into the Washington State HMIS operated by the Dept. of Commerce.

1.4. **CFR** means Code of Federal Regulations. All references in this Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation.

1.5. **Client or clients** means individuals who are eligible for services under this Agreement.

1.6. **Compliance With Fair Market Rent (FMR) and Occupancy Standards**: Contractor agrees to comply with all FMR and occupancy standards set forth herein. FMR and occupancy standards are defined as gross rent estimates provided annually by HUD. They include the shelter rent plus the cost of all tenant-paid utilities, except telephones, cable or satellite television service, and internet service. HUD sets FMR to ensure that a sufficient supply of rental housing is available to housing program participants. To accomplish this objective, FMRs must be both high enough to permit a selection of units and neighborhoods and low enough to serve as many low-income families as possible. Occupancy standards are set by Benton County Department of Human Services according to Public Housing and HUD requirements and determine the size of a housing unit a household may occupy.

1.7. **Dept. of Commerce** means the Washington State Department of Commerce.

1.8. **Eligible Activities** for Homeless Housing and Assistance funds, as set forth in RCW 43.185C.050(2), are as follows:

- rental and furnishing of dwelling units for the use of homeless persons;
- costs of developing affordable housing for homeless persons, and services for formerly homeless individuals and families residing in transitional housing or permanent housing and still at risk of homelessness;
- operating subsidies for transitional housing or permanent housing serving formerly homeless families or individuals;
- services to prevent homelessness, such as emergency eviction prevention programs including temporary rental subsidies to prevent homelessness;
- temporary services to assist persons leaving state institutions and other state programs to prevent them from becoming or remaining homeless;
- outreach services for homeless individuals and families;
- development and management of local homeless plans including homeless census data collection; identification of goals, performance measures, strategies, and costs and evaluation of progress towards established goals;
- rental vouchers payable to landlords for persons who are homeless or below thirty percent of the median income or in immediate danger of becoming homeless; and

- other activities to reduce and prevent homelessness as identified for funding in the Benton and Franklin Counties' 5-Year Homeless Housing and Assistance Plan.

1.9. **Eligibility for Assistance – Definition of Homeless**: Households are homeless if they are unsheltered or residing in a temporary housing program, as defined below.

a. Living outside or in a place that is not designed for, ordinarily used as a regular sleeping accommodation for human beings, including a vehicle, park, abandoned building, bus or train station, airport or campground;

b. Fleeing or attempting to flee violence, dating violence, sexual assault, stalking, human trafficking, or other dangerous or life-threatening conditions that relate to violence against the household's members(s), including children, that have either taken place within the household's primary nighttime residence or has made the household member(s) afraid to return to their primary nighttime residence;

c. Residing in a temporary housing program including shelters, transitional or interim housing, and hotels and motels paid for by charitable organization or government programs;

d. Exiting a system of care of institution where they resided for 90 days or less AND who resided in an emergency shelter or place not meant for human habitation immediately before entering that system of care or institution;

e. Residing in a trailer or recreational vehicle that is parked illegally or in a location that is not intended for long-term stays (i.e. parking lots).

f. At imminent Risk of Homelessness: Households are at imminent risk of homelessness if they will lose their primary nighttime residence (including systems of care or institutions) within 14 days of the date of application for assistance, AND no subsequent residence has been identified, AND the household lacks the resources or support networks needed to obtain other permanent housing.

1.10. **Eligibility Verification and Documentation** means all agencies that receive funds provided under this Agreement are required to maintain adequate documentation of clients' homelessness status to determine the eligibility of persons being served. The documentation is obtained from the participant or a third party at the time of the referral, entry, or intake. A self-declaration can be obtained if no third-party documentation is easily available. A copy of the documentation shall be maintained in the client file and shall be provided to County upon request.

a. Short-term Shelter and/or Services Provided to Persons Living on the Street. In this case, it is sufficient for the service provider to confirm and document that the persons served indeed reside on the street or are otherwise homeless.

b. Long-term Emergency Shelter/Transitional Housing Provided to Persons Living on the Street or in Short-term Emergency Shelter. Information shall be obtained verifying the client is living on the street or in a short-term emergency shelter. This information may include the names of organizations or outreach workers who have assisted the person in the past, whether the client receives any general assistance checks, and where the checks are delivered.

If a person is coming from transitional housing for homeless persons, the Contractor shall obtain written verification from the transitional housing facility, as well as written verification that the person was homeless prior to living in the transitional housing facility (see above for required documentation).

For persons from a short-term stay (up to 30 consecutive days) in an institution, who previously resided on the street or in an emergency shelter, the Contractor shall obtain written verification from the institution's staff that the participant has been residing in the institution for less than thirty-one (31) days and information on the previous living situation.

If a person is being discharged from a longer stay in an institution, the Contractor shall obtain evidence from the institution's staff that the client was being discharged within the week before receiving homeless assistance. The Contractor shall also obtain information on the income of the person, what efforts were made to obtain housing, and why, without the homeless assistance, the person would be living on the street or in an emergency shelter.

For persons fleeing violence, Contractor shall obtain written verification from the participant that he or she is fleeing a violent situation. If the person is unable to provide verification, the service provider may prepare a written statement about the person's previous living situation for him or her to sign and date.

1.11. **Family or Families** means individuals, of any age, living together in the same household and related by blood, marriage, adoption, or as a result of sharing legal custody of a minor child.

1.12. **HIPAA** means the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USCA 1320d-d8, and regulations enacted pursuant to its provisions, successor law, and/or regulation.

1.13. **Homeless Housing Plan** means the Benton and Franklin Counties' Ten-Year Homeless Housing Plan.

1.14. **Household** means a person or people, related or not, who occupy a housing unit or would occupy a housing unit if one were available.

1.15. **Housing Resource Center (HRC)** is a system that facilitates efficient connections to individuals with the best and most appropriate resources to prevent and decrease homelessness. The HRC uses a uniform intake and basic assessment tool that includes: collection of required HMIS data; evaluation of client housing and service needs; maintenance of current housing inventory and space availability; maintenance of a comprehensive waitlist, as needed; and eligibility screening for all partner agency housing and services.

1.16. **HUD** means the United States Department of Housing and Urban Development.

1.17. **Income Eligibility** means Only Benton County Residents, who are homeless or at risk (as that term is defined herein) and whose household qualifies as extremely low-income with an income at or below thirty (30) percent of the average area median incomes as established by HUD annually, or with an income at or below fifty (50) percent of the average area median incomes for families with children, are eligible to receive services under this Agreement.

1.18. **Long-term private or public housing** means subsidized and unsubsidized rental or owner-occupied housing in which there is no established time limit for habitation of less than two years.

1.19. **Monitoring** means a contractual review to determine compliance with the terms and conditions of this Agreement.

1.20. **Partner Agency Committee (PAC)** consists of all the HRC Partner Agencies. The PAC will meet on a quarterly basis to provide feedback on the program, resolve issues and conflicts, and suggest improvements for the program.

1.21. **Personal Information** is 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's license numbers, other identifying numbers, and any financial identifiers.

1.22. **RCW** means the Revised Code of Washington. All references in this Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at http://app.leg.wa.gov/rcw/.

1.23. **Shall** means compliance is mandatory.

1.24. **Single Audit** means an audit that encompasses the entirety of the financial operations of the Contractor and which meets the requirements prescribed by Federal Office of Management and Budget (OMB) guidelines. The OMB may be accessed at http://www.whitehouse.gov/omb/.

1.25. **Subcontractor** means any person, partnership, corporation, association, or organization, not in the employment of the Contractor, who has a subcontract agreement directly with the Contractor or a subsequent tier subcontract agreement with an intermediate subcontractor.

1.26. **Transitional housing** means a project that facilitates the movement of homeless individuals and families to permanent housing within a reasonable amount of time (usually 24 months). Transitional housing includes housing primarily designed to serve deinstitutionalized homeless individuals and other homeless individuals with mental or physical disabilities and homeless families with children.

1.27. **USCA** means the United States Code Annotated. All references in this Agreement to USCA chapters or sections shall include any successor, amended, or replacement regulation.

1.28. **Use as it relates to HIPAA or HMIS compliance** means, with respect to individually identifiable health or personal information, the sharing, employment, application, utilization, examination, or analysis of such information by an entity that maintains such information.

1.29. **Vulnerable Adult** means a person:

- Who is sixty (60) years of age or older and has the functional, mental, or physical inability to care for himself or herself or has been found to be incapacitated under Chapter 11.88 RCW; or
- Who has a developmental disability, as defined under RCW 71A.10.020; or
- Who has been admitted to a licensed facility, including boarding homes, nursing homes, adult family homes, residential habilitation centers, or any other facility licensed by the Washington State Department of Social and Health Services; or
- Who is receiving services from home health, hospice, or home care agencies licensed or required to be licensed under Chapter 70.127 RCW; or
- Who is receiving services from an individual provider, as defined under RCW 74.34.020.

1.30. **WAC** means the Washington Administrative Code. All references in this Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at http://app.leg.wa.gov/wac/.

1.31. **Washington homeless census** means an annual statewide census conducted as a collaborative effort by towns, cities, counties, community-based organizations, and state agencies, with the technical support and coordination of the Dept. of Commerce, to count and collect data on all homeless individuals in Washington.

1.32. **Washington State Homeless Management Information System (HMIS)** means a database of information about homeless individuals in the state used to coordinate resources to assist homeless clients to obtain and retain housing and reach greater levels of self-sufficiency or economic independence when appropriate, depending upon their

individual situations. The Dept. of Commerce is responsible for operating the statewide HMIS for counties that do not operate their own compliant system.

STATEMENT OF WORK

2. STATEMENT OF WORK

2.1. **Benton County Homeless Housing and Assistance Program – Description:** In consideration for the funding awarded in this Agreement, the Contractor agrees to assist the County with meeting the goals of the Five-Year Homeless Housing Plan for Benton and Franklin Counties to reduce homelessness as set forth below. The Contractor's activities are limited to those eligible activities identified in RCW 43.185C.050(2) and will be funded by the revenue source provided to the County pursuant to RCW 36.22.179(1). This Program shall serve the County's homeless Domestic Violence Victims, who have resided in Benton County at least one night prior to applying for services, and who are found to meet the program's eligibility and documentation requirements.

2.2. **Rapid Rehousing/Homeless Prevention Direct Service Vouchers:** In accordance with RCW 43.185C.050, the Contractor shall provide direct financial assistance in the forms listed below to eligible Benton County residents. Upon incurrence of such costs, the Contractor may request reimbursement from the County by submitting the information required for the amount of such financial assistance provided during the term of this Agreement. The total amount of direct financial assistance provided cannot exceed the amount equivalent to one hundred eighty (180) days of Fair Market Rent per household served. The financial assistance that Contractor may provide eligible persons through Direct Service Vouchers are:

- Up to one hundred eighty (180) days total of rent subsidies based on the Fair Market Rent per household served on a graduated subsidy model to provide temporary rental assistance in order to obtain shelter for program participants. Rental vouchers payable to landlords for persons who are homeless and meet the income eligibility requirements. Any assistance over 180 needs to be approved by the county in writing.
- Rental in arrears up to 3 months to keep household from becoming evicted.
- Rental application vouchers to assist clients in obtaining permanent housing.
- Security deposits for program participants each for an amount up to the equivalent of two months' rent.
- Utility deposit in order for clients to move into a new unit.

2.3 **Eligible Supportive Services Expenses:** In accordance with RCW 43.185C.050 and as identified within the Ten-Year Homeless Housing Plan for Benton County, the Contractor shall provide a reasonable level of direct supportive services to the Counties' eligible direct services recipients. The Contractor may request reimbursement from the County by submitting the information required for the amount of such supportive services provided during the term of this Agreement. Supportive Services shall be reported for billing in an incremental standard of fifteen (15) minutes. Documentation of each supportive service encounter must be sufficient in content to support the reported length of service.

The Contractor may provide eligible persons the following supportive services:

- Personnel performing case management directly related to assisting clients with obtaining and/or maintaining housing which shall consist of intake, eligibility screening, and need assessments to eligible program participants.
- Personnel assisting clients with obtaining other services (food, childcare, counseling, etc.).
- Brief follow-up client contact to assess the need for additional services and/or the effectiveness of previous program efforts and documentation of program outcomes

2.4 DOMESTIC VIOLENCE SHELTER & OPERATIONS

a. Program Overview:
This program consists of providing overnight shelter for homeless individuals experiencing violence. Shelter vouchers for temporary, emergency, short-term rental assistance not to exceed 31 days. The Contractor may request an exemption to this guideline by submitting a written request to Benton County Department of Human Services for up to 14 additional days. The request for exemption must outline the extraordinary circumstance. The Contractor shall not issue shelter vouchers in excess of 31 days without written approval.

b. 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 violence, dating violence, sexual assault, and stalking; and
- Developing an individualized housing and service plan, including planning a path to permanent housing stability.

c. Shelter Operations:

- Shelter operations. Eligible costs are 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.
- 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.

3. **DUPLICATION OF SERVICES:** None of the work done pursuant to this Agreement may duplicate, in form or function, any work or services already being done or provided by the Contractor pursuant to any other contract or agreement Contractor has in place with any governmental or quasi-governmental local, state, nation, or international entity.

PERFORMANCE GOALS AND OUTCOMES

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4. **PERFORMANCE GOALS:** The performance goals for the Benton County Homeless Housing and Assistance funds are:
   - to provide supportive services to eligible Benton County clients;
   - to support County efforts in meeting the goals of the Benton and Franklin Counties Ten-Year Homeless Housing Plan; and
   - to decrease homelessness in Benton County.

5. **OUTCOME EVALUATION:** Program outcomes will be monitored and tracked against the HMIS database reports with the monthly billing.

REPORTING AND DELIVERABLES

6. **THE WASHINGTON STATE HMIS:** The Contractor shall provide client information on an ongoing basis, and with each monthly bill submitted on or before the 10th of each month, provide a HMIS print-out of clients served. The Contractor will participate in the HMIS Collaborative and the Data Sharing Agreement and allow the County access to client level data. The Contractor will enter all client information into the HMIS on an ongoing basis. The Contractor will exit client information from the HMIS on a timely basis.

7. **MONTHLY REPORTING:** The Contractor shall provide the following written reports, in a format prescribed or approved by the County, to the County on or before the 10th of the month following each month of service delivery:

   7.1. Supportive Service Report:

   - HMIS documentation submitted with monthly billing

SPECIFIC TERMS AND CONDITIONS

8. **ACCESS TO CHILDREN, DISABLED PERSONS, AND VULNERABLE ADULTS:** The Contractor shall prohibit any staff or volunteers with a criminal conviction set forth in RCW 43.43.830 from having access to children, developmentally disabled persons, or vulnerable adults in the course of providing the services under this Agreement. The Contractor must conduct a background check for all applicants for staff or volunteer positions who have unsupervised access to children, developmentally disabled persons, or vulnerable adults. The Contractor shall immediately report to the County any allegations/arrests identified in the background checks. If it becomes known to the Contractor, or the Contractor has reason to believe that an applicant has or may have a disqualifying conviction or finding as described in RCW 43.43.842, subsequent to the completion date of their most recent criminal background inquiry, the Contractor shall immediately report that finding to the County and immediately remove and thereafter restrict the employee or volunteer from providing services to children, developmentally disabled persons, or vulnerable adults unless otherwise granted written permission by the County's Authorized Representative.

9. **CLIENT ELIGIBILITY REQUIREMENTS**

   a. **Client Eligibility**: Only Benton County residents who meet the income eligibility criteria and definitions of homelessness criteria shall be eligible for client services under this Agreement, unless otherwise approved in writing by the County.

   b. **Eligibility Verification and Documentation**: County residency, homelessness status verification, and income eligibility status must be verified by the Contractor for program participants prior to billing for services. Income and homelessness status verification should be verified by a third party or self-declared. Self-declarations must be completed, signed and dated by agency staff. Self-declarations should be used only when written third-party verification cannot be obtained. A copy of each participant's verification documentation shall be kept in the participant's file.

10. **CLIENT FILES:** All client files shall include:
    - Client intake/evaluation, including the initial housing stability plan. The plan shall include goals and objectives as to how the goals will be met. All plans shall contain a timeline in which the goals are expected to be met and indicate whether they have been achieved;
    - Written progress notes that describe services provided and the staff's involvement in assisting the client in meeting the goals of their plan. Notes shall be entered for each client and include the purpose of the service, dates, duration of service, and the staff's name. Notes shall be legible;
    - Correspondence related to each client;

- Verification and documentation of each client's eligibility for residency, homelessness status, and income;
- Proof of payments made on client's behalf;
- HMIS consent form;
- Verification and documentation that each client's rights, including what services and benefits may be expected from the program and the client, have been explained to the client;
- Verification and documentation that the agency's grievance policy/procedure has been explained to the client; and
- For rental assistance, verification and documentation of a lease agreement.

11. CLIENT RIGHTS

11.1. Grievance Policy: The Contractor shall implement and follow a grievance policy for clients that:

- is approved by the County;
- is explained to participants and, if necessary, to a family member, legal representative, or advocate;
- provides a mediation process using someone who is unaffected by the outcome if conflicts remain unresolved; and
- produces an outcome that shall be documented in the client file.

11.2. Client Rights: The Contractor shall inform clients of their rights, what services and benefits may be expected from the program, and the program's expectations of them. If necessary, the participant's family, legal representative or advocate is also informed.

11.3. Individual Rights: The Contractor shall implement and follow policies and procedures that protect individual rights regarding participant abuse, rights to privacy, and respectful staff-to-participant interactions.

12. INTERAGENCY COOPERATION: Contractor agrees to participate with other agencies, as requested by the County, in the provision of services under this Agreement.

13. ORGANIZATIONAL DESIGN: The Contractor shall document:

- a written Performance Plan that describes the plan's mission, program objectives, expected outcomes, and how and when objectives will be accomplished, and that the plan is evaluated at least biennially and revised based on actual performance;
- how staff training, experience, and expertise relate to the needs of participants and the program's mission;
- that it is able to account for and manage public funds;
- an administrative/organizational structure that clearly defines responsibilities; and
- that it involves participants in policy development and the impact this has had on the program.

14. OTHER REQUIREMENTS:

14.1. Services and Activities to Minorities and Diverse Populations: All services and activities provided by the Contractor under this Agreement shall be designed and delivered in a manner sensitive to the needs of all minorities. The Contractor shall work toward improving access, retention, and cultural relevance of treatment, prevention or other appropriate services for minorities and other diverse populations in need of treatment, and work toward strengthening working relationships with other agencies serving these populations.

14.2. Participation in the Housing Resource Center: The Contractor shall participate with Benton County Department of Human Services in the Housing Resource Center. Accordingly, Contractor shall enter into a Partner Participation Agreement with the Department of Human Services as set forth by the Partner Participation Agreement (Exhibit B, attached hereto and incorporated herein by reference) and shall designate an individual in its organization to be part of the Benton County

Department Human Services Partner Agency Committee (PAC). Contractor shall follow the Housing Resource Center Guidelines set forth by Exhibit C, which is attached hereto and incorporated herein by reference.

14.3. Subcontractor Monitoring and Risk assessment: The Contractor will comply with the annual on-site monitoring and risk assessment. The County reserves the right to monitor and review files at any time besides the annual review when deemed necessary.

GENERAL TERMS AND CONDITIONS

15. **AMENDMENT:** This Agreement, or any term or condition, may be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.

16. **ASSIGNMENT/DELEGATION/SUBCONTRACTING:** The Contractor shall not assign, delegate, or subcontract any portion of the contracted services, except as specifically provided by this Agreement, without obtaining prior written approval from the County's Authorized Representative. Assignment, delegation, or subcontracting without prior written approval by the County shall constitute a substantial breach of this Agreement.

    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 Agreement.

17. **AUDIT REQUIREMENT**: The Contractor shall have an independent review or independent audit performed at least once every biennium based upon the fiscal year of the Contractor. Each audit shall cover the entire operation of the Contractor. The independent review or audit shall reasonably assure the County that the Contractor is financially stable, and that the Contractor has established and maintains an adequate system of internal control to ensure the efficient, proper processing of, and use of, contract funds. The Contractor shall provide a copy of the independent review report or independent audit to the County within 180 days following the end of the independent review/audit period. For purposes of this section, if so agreed by the parties, an annual on-site monitoring visit by the County may constitute an independent review.

    a. **Correction Actions:** The Contractor shall take whatever corrective action is required by the County to mitigate risk or resolve outstanding audit findings within time periods established by the County.

    b. **Single Audit:** If the Contractor is subject to OMB Circular A-133, the Contractor shall comply with applicable OMB circular A-133 audit requirements and perform any corrective actions identified in the audit findings per A-133 requirements.

18. **COMPLIANCE WITH APPLICABLE LAW:** At all times during the term of this Agreement, the Contractor shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, non-discrimination laws and regulations.

    - **Non-Discrimination:** The Contractor and its assignees, delegates, and subcontractors shall not unlawfully discriminate against any person in the performance of any of their 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.

19. **COMPLIANCE WITH HIPAA:** If the Contractor requests or requires Protected Health Care Information for consideration of eligibility, or any other reason, it will at all times during the term of this Agreement, implement policies and procedures to safeguard and maintain any forms of protected

health information in accordance with the requirements of state and federal law, and particularly the provisions of the Health Insurance Portability and Accountability Act. The Contractor shall not request or require program applicants to sign uncompleted forms requesting healthcare information (blank releases of information).

20. **COMPLIANCE WITH DEPT. OF COMMERCE HMIS STANDARDS:** At all times during the term of this Agreement, the Contractor shall implement policies and procedures to safeguard and maintain protected personal information in accordance with the requirements of state and federal law, and particularly the provisions of the Dept. of Commerce requirements for the HMIS utilized by the County.

    Confidentiality for Victims of Domestic Violence or Other Revealing Information Regarding HIV/AIDS status: In fulfilling HMIS duties for this Agreement, the Contractor shall uphold the disclosure and storage parameters of personal information as found in RCW 70.24.105 and RCW 70.123.076.

21. **CONFIDENTIALITY:** The parties to this Agreement shall use Personal Information and other information gained only for the purposes of this Agreement. The Contractor shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information, without prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other information gained by reason of the Agreement and shall return or certify the destruction of such information if requested in writing by the party to the Agreement that provided the information.

    The Contractor understands that as a public entity, the County is subject to the Public Records Act (RCW 42.56.020) which mandates the release of most public records held for any purpose. The Contractor understands that any written record (including electronically stored records) which it submits to the County including, but not limited to, descriptions of work, client files, billings and correspondence, may be subject to the Public Records Act and if requested by a member of the public, will be disclosed by the County if mandated by the Public Records Act. Provided, however, that the County will not disclose any records that are protected by a statutory scheme (e.g., the Health Information Portability and Accountability Act) or case law. Accordingly, Contractor agrees that to the extent it feels that any of the written records it submits to the County are confidential, proprietary, or otherwise protected from disclosure under the Public Records Act, it will prominently designate the record(s) as such on their face. To the extent that the County receives a Public Records Act request for any written records which have been designated as confidential or proprietary, it will take all reasonable steps to contact Contractor as soon as possible and advise of the request so that Contractor can request a court order protecting the record(s). Contractor also hereby waives any and all rights to recover damages against the County for any records released pursuant to the Public Records Act.

22. **DEBARMENT CERTIFICATION:** The Contractor, by signature to this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal department or agency. The Contractor shall not employ any person or contract with any person or agency excluded from participation in federal health care programs or debarred or suspended per this Agreement.

23. **ENTIRE AGREEMENT:** This Agreement, including all documents attached to or incorporated by reference, contains all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties.

24. **GOVERNING LAW AND VENUE:** This Agreement has been and shall be construed as having been made and delivered within the State of Washington and this Agreement shall be governed by the laws of the state of Washington both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in the courts of competent jurisdictions in Benton County, Washington.

25. **HEADINGS AND CAPTIONS:** The headings and captions used in this Agreement are for reference and convenience only, and in no way define, limit, or decide the scope or intent of any provisions or sections of this Agreement.

26. **INDEMNIFICATION:** 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.

    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 benefits 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. By executing this Agreement, 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 Agreement the Contractor makes with any subcontractor or agent performing work hereunder. Contractor's obligations under this Section 13 shall survive termination and expiration of this Agreement.

    The Contractor's obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from actions, 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.

27. **INDEPENDENT STATUS:** For purposes of this Agreement, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of the County or the State of Washington. Neither the Contractor, nor any of the Contractor's employees may hold themselves out as or claim status as an officer, employee, or agent of the Benton County Department of Human Services, the State of Washington, or the County. Neither the Contractor, nor any of the Contractor's employees may claim for themselves any rights, privileges, or benefits that would accrue to an employee of the State of Washington or the County. The Contractor shall indemnify and hold harmless Benton County and the Benton and County Department of Human Services for all obligations to pay or withhold federal or state taxes or contributions or any other payroll deductions on behalf of the Contractor or the Contractor's employees.

28. **INSURANCE.** Prior to commencement of services under this Agreement, Contractor shall submit to the County certificates of insurance or certified copies of insurance policies and endorsements, if requested by the County, for the coverage required below and shall maintain the same type and amount of coverage as is currently in effect for the life of this Agreement. Each insurance certificate shall provide that coverage will not be canceled or reduced below the contractual amounts stated herein without forty-five (45) days prior to notice to the County. Contractor shall maintain at Contractor's sole expense unless otherwise stipulated, the following insurance coverages, insuring the County and its elected and appointed officials, employees, and agents as required herein.

    The Contractor shall not commence work under this Agreement until the Contractor has obtained all insurance required under this paragraph and such insurance has been approved by the County.

    All insurance policies shall be issued by companies authorized to do business under the laws of the state of Washington unless an exception is given in writing by the County's Authorized Representative. All insurance to be maintained by the Contractor, other than Professional Liability

and Workers' Compensation, shall specifically include the County as an "Additional Insured" and shall not be reduced or canceled without forty-five (45) days prior written notice to the County. The Contractor's insurance coverage shall be primary insurance with respect to the County and its elected and appointed officials, employees, and agents. Any insurance or self -insurance maintained by the County or its elected and appointed officials, employees, or agents shall be excess of the Contractor's insurance and shall not contribute to it.

Liability coverage, except Professional Liability, shall be written on an Occurrence policy form. If coverage is Claims Made form, the Retroactive Date shall be prior to or coincident with the date of this Agreement, and the policy shall state that coverage is Claims Made and state the Retroactive Date. Should Claims Made be the only option, a minimum of three (3) year tail coverage shall be maintained after the expiration of the Agreement.

29. **Commercial General Liability Insurance:** The Contractor shall maintain, during the life of this Agreement, Commercial General Liability Insurance (Policy Form CG0001, or equivalent) to protect the County from claims for damages for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this Agreement, whether such operations are by the Contractor or by anyone directly employed by or contracting with the Contractor.

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

30. **Commercial General Liability Insurance Policy:** The Contractor shall maintain an endorsement naming the County as Additional Insured (Policy Form CG2010) and an endorsement that specifically states the Commercial General Liability Insurance shall be primary, and not contributory, with any other insurance maintained by the County.

    The policy shall be endorsed to include stop gap employer's liability 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

31. **Automobile Liability Insurance:** The Contractor shall maintain, during the life of this Agreement, Commercial Auto Liability Insurance (Policy Form CA0001, or equivalent) in the amount of $1,000,000 Bodily Injury and Property Damage per combined single limit to protect the Contractor from claims which may arise from the performance of this Agreement, whether such operations are by the Contractor or by anyone directly or indirectly employed by the Contractor. Covered autos shall be designated as "Symbol 1" any auto, if commercial auto liability is applicable.

32. **Workers' Compensation Insurance:** The Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. The Contractor shall submit a copy of its certificate of coverage from the Washington State Department of Labor and Industries prior to the commencement of work.

33. **Industrial Insurance Waiver:** With respect to the performance of this Agreement and as to claims against the County and its officers, agents, and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend, and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor against the County. However, Contractor's waiver of immunity by the provisions of this section extend only to claims against Contractor by the County and does not include or extend to claims by Contractor's employees directly against Contractor. This waiver is mutually negotiated by the parties to this Agreement.

34. **Professional Liability Insurance:** Prior to the start of work, the Contractor will secure and maintain at its own expense Professional Liability Insurance in an amount of not less than $1,000,000 per claim and in the aggregate. If coverage is Claims Made, the retroactive date shall be prior to or coincident with the date of this Agreement. The policy shall state that coverage is claims made and state the retroactive date. Claims Made form coverage shall be maintained by the Contractor for a minimum of three (3) years following the termination of this Contract, and the Contractor shall annually provide the County with proof of renewal.

35. 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 address and Authorized Representative set out on the face page of this Agreement. Notice may also be given by facsimile or e-mail to the Authorized Representative with the original 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 facsimile or e-mail, service shall be effective at the beginning of the next working day.

36. **ORDER OF PRECEDENCE:** In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved the giving precedence in the following order:

    a. Applicable federal, state, and local law, regulations, rules, and ordinances.
    b. This Agreement, including all documents attached to or incorporated by reference.

37. **OWNERSHIP OF MATERIAL:** Material created by the Contractor and paid for by the County as part of this Agreement, including all copyright and other intellectual property rights associated with such material, shall be owned by the County and shall be "works for hire" as defined by Title 17 USCA, Section 101. This material includes but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Any materials produced as a result of the County's funding shall display the County's name appropriately. Material which the Contractor uses to perform this Agreement, but which is not created for or paid for by the County, is owned by the Contractor, however, the County shall have a perpetual license to use this material for the County's internal purposes at no charge to the County.

38. **PROHIBITION OF POLITICAL ACTIVITIES:** No funds, material, property, or contracted services provided under the terms of this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

39. **RECORDS MAINTENANCE AND INSPECTION:** For six (6) years, unless otherwise stated herein, following the termination of this Agreement, the Contractor shall maintain records in their original form that are sufficient to:

    - Document the performance of all acts required by law, regulation, or this Agreement;
    - Substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance;
    - Demonstrate accounting procedures and practices which sufficiently and properly document the Contractor's billings to the County and all expenditures made by the Contractor to perform as required by this Agreement;
    - Ascertain that personnel policies, procedures, and practices are in compliance with this Agreement; and
    - Ascertain that all taxes and insurance required by state and federal law and this Agreement were paid by the Contractor.

    39.1. Right of Inspection: The Contractor shall give access to its facilities and records to the County and its officers, employees, and agents, and to any other authorized officer, employee, or agent of the State of Washington or the United States at all reasonable times. Authorized persons shall have the right to examine the Contractor's performance and financial records and to perform other activities to determine the Contractor's compliance with the terms of this Agreement. The County may give the Contractor reasonable notice of monitoring, auditing, observation, and other visits by its officers and

employees to the Contractor's place(s) of business; however, the Contractor may also be subject to unannounced site inspections, as necessary. The Contractor's failure to provide access to offices or records upon reasonable notice, as required by this section, shall constitute a substantial breach of this Agreement.

39.2. Notice of Inspections: The Contractor shall verbally notify the County immediately of any inspections, audits, accreditation, or program reviews of services by any individual, agency, or governmental unit. The Contractor shall promptly provide the County with copies of any written reports of such inspections, audits, accreditation, or program reviews upon request.

39.3. 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 Article 20 of this Agreement may be of evidentiary value; the County will 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 are in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out above in Article 20.

39.4. Audit Clarification: In the event that the County desires clarification in any way related to an audit or inspection of Contractor's books, records, or office, to determine whether Contractor is acting in compliance with this Agreement or federal, state, or local law, the County may request, in writing, that Contractor provide further clarification on any issue, or that Contractor provide certain books or records meeting certain criteria. If Contractor receives such a notice, Contractor shall cooperate in providing the requested information, books, or records, by the date and time noted in the request. Failure to respond, evasive responses, or incomplete responses shall constitute a substantial breach of this Agreement. The Contractor shall respond within (5) business days, excluding weekends and holidays.

40. **REDUCTION/SUSPENSION OF SERVICES:** The Contractor shall provide the County with prompt notification of any discontinuance or suspension of or significant reduction in any category of services provided by this Agreement or any change in location of the provision of such services. Said changes shall only be made in accordance with the provisions of this Agreement.

41. **RELATIONSHIP OF THE PARTIES:** The Benton County Department of Human Services shall be the representative of the County with full authority for administering and overseeing the performance of this Agreement. Whenever, in this Agreement, provision is made for the Contractor to contact or give notice to the County or provide it with documents, reports, voucher claims, or any other information, or for the County to give notice to the Contractor to review, inspect, observe, or audit this Contractor's contracted services, facilities, programs, or records, the term "County" shall mean the Department of Human Services.

    The Contractor agrees to immediately remove any of its employees or agents from their assignment to perform services under this Agreement upon receipt of a written request to do so from the County's Authorized Representative, or his designee.

42. **SEVERABILITY:** The provisions of this Agreement are severable. If any court holds any provision of this Agreement, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions of this Agreement.

43. **SURVIVABILITY:** The terms and conditions contained in this Agreement, which by their sense and context, are intended to survive the expiration of this Agreement shall so survive. Surviving terms include but are not limited to: Confidentiality; Indemnification and Hold Harmless; Inspection; Maintenance of Records; Ownership of Material; Termination for Default; Termination Procedure; and Treatment of Property.

44. **TERMINATION DUE TO CHANGE IN FUNDING:** If the funds upon which the County relied to establish this Agreement are withdrawn, reduced, or limited, or if additional or modified conditions are

placed on such funding, the County may immediately terminate this Agreement by providing written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

45. **TERMINATION FOR CONVENIENCE:** Either party may terminate this Agreement in whole or in part, for any reason, by giving at least thirty (30) calendar day's written notice. In the event of termination, each party shall be responsible only for performance rendered in accordance with the terms of this Agreement prior to the effective date of termination. The Contractor shall assist in the orderly transfer/transition of the clients served under this Agreement.

46. **TERMINATION FOR DEFAULT:** The County may terminate this Agreement for default, in whole or in part, by written notice to the Contractor, if the County has a reasonable basis to believe that the Contractor has:
    - **a.** Failed to meet or maintain any requirement for contracting with the County;
    - **b.** Failed to perform under any provision of this Agreement;
    - **c.** Failed to ensure the health or safety of any client for whom services are being provided under this Agreement;
    - **d.** Violated any law, regulation, rule, or ordinance applicable to the services provided under this Agreement; and/or
    - **e.** Otherwise breached any provision or condition of this Agreement.

    Before the County may terminate this Agreement for default, the County shall provide the Contractor with a ten (10) day written notice of the Contractor's noncompliance and provide the Contractor a reasonable opportunity to correct the Contractor's noncompliance. If the Contractor does not correct the Contractor's noncompliance within the ten (10) day period of time specified in the written notice of noncompliance, the County may then immediately terminate the Agreement. However, the County may terminate the Agreement for default without such written notice and without opportunity for correction if the County reasonably believes that a client's health or safety may be jeopardy, or if the Contractor has violated, or is alleged to have violated, as determined by the County, any law, regulation, rule, or ordinance applicable to the services provided under this Agreement.

47. **DISPUTES:** Disputes between the Contractor and the County, arising under and by virtue of this Agreement, 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 Authorized Representative or designee. All rulings, orders, instructions, and decisions of the County's Authorized Representative shall be final and conclusive, subject to Contractor's right to seek judicial relief.

48. **PROCEDURE UPON TERMINATION OR EXPIRATION OF AGREEMENT:** The following provisions apply in the event this Agreement is terminated or expires:

    41.1. Cease Performance: The Contractor shall cease to perform any services required by the Agreement as of the effective date of termination or expiration and shall comply with all reasonable instructions contained in the notice of termination or expiration which are related to the transfer of clients, distribution of property, and termination or expiration of services.

    41.2. Delivery of Assets: The Contractor shall immediately deliver to the County's Authorized Representative (or to his or her successor) listed on the first page of this Agreement, all of the County's property in the Contractor's possession, including any materials created under the Agreement. If the Contractor fails to return the County's property within ten (10) working days of the effective date of termination or expiration of this Agreement, the Contractor shall be charged with all reasonable costs of recovery, including transportation. The Contractor shall protect and preserve any property of the County that is in the Contractor's possession pending its return to the County. Nothing in this paragraph shall limit the County's rights or remedies pursuant to this Agreement or law.

41.3. Payment of Services: The County shall be liable for and shall pay for only those services authorized and provided through the date of termination or expiration. The County may pay an amount mutually agreed upon by the parties for partially completed work and services, if usable by the County.

41.4. Final Payment: If the County terminates this Agreement for default on the part of the Contractor, the County may withhold some or all of the final payment to the Contractor that the County determines necessary to protect the County from loss or additional liability. In addition to these remedies, the County shall be entitled to remedies available at law, in equity, or under this Agreement. If it is later determined that the Contractor was not in default, the Contractor shall be entitled to all remedies available at law, in equity, or under this Agreement.

41.5. Transition: In the event that this Agreement is terminated or expires, Contractor shall assist in the orderly transition of clients and records to a new provider or to the County, at the County's direction. This includes, at a minimum, transferring client files to new providers at the request of the provider, the client, or County, advising clients of how to contact new provider(s), and not taking any action that would interfere with a client's choice of new provider or relationship with access to a new provider.

49. **TREATMENT OF CLIENT PROPERTY:** Unless otherwise provided in this Agreement, the Contractor shall ensure that any adult client receiving services from the Contractor under this Agreement has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under the age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or, expiration of completion of this Agreement, the Contractor shall immediately release to the client and/or the client's guardian or custodian all of the client's personal property.

50. **TREATMENT OF PROPERTY:** Title to all property purchased or furnished by the County for use by the Contractor during the term of this Agreement shall remain titled to the County. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by the County under the Agreement shall pass to and vest in the County. The Contractor shall protect, maintain, and insure all County's property in its possession against loss or damage and shall return the County's property to the County within ten (10) working days of Agreement termination or expiration.

51. **WAIVER:** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed as a modification of the terms and conditions of this Agreement unless amended as set forth in the Amendment provisions of this Agreement. Only the County, or its designee, have the authority to waive any term or condition of this Agreement on behalf of the County and such waivers shall only be effective if they are in writing and signed by the County's Authorized Representative, or designee. The failure of the County to insist upon the strict performance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

CONSIDERATION AND PAYMENT PROVISIONS

52. **CONSIDERATION:** The County shall reimburse the Contractor for reasonable costs associated with the performance of the activities described in the Statement of Work provisions of this Agreement and in accordance with Exhibit A, which is attached hereto and incorporated herein by reference. The maximum consideration for services provided shall be as follows:

    52.1. Supporting documentation is required to be submitted with County invoice for all reimbursement requests. (Ledgers, receipts, HMIS reports, etc.)

52.2. RAPID REHOUSING/EVICTION PREVENTION

a. **Direct Service Vouchers – Rapid Rehousing/Eviction Prevention** are eligible for reimbursement for direct expenses provided during each month between January 1, 2021 and December 31, 2022. Rapid Rehousing eligible expenses shall not exceed $78,700.00 and Eviction Prevention eligible expenses shall not exceed $45,912.00. Direct Service expenses shall not exceed a total of $124,612.00 during the term of this Agreement.

b. **Program Supportive Services** eligible for reimbursement may be billed at no more than $2,364.00 per month between January 1, 2021 and December 31, 2022 and shall not exceed a total of $28368.00 during the term of this Agreement.

c. **Administrative Costs** eligible for reimbursement may be billed at five percent (5%) of the total amount of Direct Service Vouchers and Program Supportive Services expenses in each month between January 1, 2021 and December 31, 2022 and shall not exceed a total of $7,648.00 during the term of this Agreement.

d. **Transportation Services** eligible for reimbursement and may be billed at no more than $1,000.00 in each month between January 1, 2021 and December 31, 2022 during the term of this Agreement.

53. BILLING PROCEDURES: The Contractor shall submit written claims for payments earned on the appropriate forms provided by the County. All claims must be accompanied by the appropriate HMIS report and supporting documentation. All claims must be submitted by the 10th day of each month for services provided the prior month. The County will pay the Contractor with County warrants or request further verification documentation within thirty (30) days following receipt of timely claims for payment. Claims submitted after the 10th of the month may not be eligible for reimbursement. The final billing for services against this Agreement shall occur no more than sixty (10) days after the end date of this Agreement.

54. PAYMENT PROVISIONS

54.1. Right to Withhold Payment: The County expressly reserves the right to withhold payment in whole or in part when:

- the Contractor fails to submit documentation required by this Agreement sufficient to substantiate claims for payments;
- the Contractor fails to maintain its reporting obligations under this Agreement;
- claims for payments are inconsistent with the terms and conditions of this Agreement; or
- the Contractor breaches this Agreement or violates any city, county, state, or federal rule, regulation, or law.

54.2. Overpayments/Duplicate Payments: The Contractor ensures that services billed against this Agreement have not been paid by any other source. In the event the Contractor receives payment from another source, subsequent to receiving payment from the County, the Contractor shall promptly reimburse the County in the amount of the duplicate payment.

54.3. Reductions in Funding: The County expressly reserves the right to modify or terminate this Agreement if the funding it receives for contracted services is withdrawn, reduced, or limited. The County may reduce the level of services authorized or eliminate specific categories of services insofar as necessary to reflect any funding reductions or limitations. The County shall notify the Contractor promptly of any reduction or proposed reduction in funding. The Contractor agrees that, upon receipt of such notice, it shall take immediate, appropriate, and reasonable action to reduce its spending in the affected funding area so that the payments earned do not exceed the reduced funding level.

54.4. Recovery of Costs Claimed in Error: If the Contractor claims and the County reimburses for expenditures under this Agreement which the County later finds were (1) claimed in error or (2) not allowable costs under the terms of the Agreement, the County shall recover those costs and the Contractor shall fully cooperate with the recovery.

54.5. Reimbursement for Services: If the County requests in writing services that exceed those services outlined in this Agreement, then reimbursements of costs for such services shall be limited to an hourly rate of $24.00 per hour and shall not exceed the net total costs for the Supportive Services.

55. CERTIFICATION FILES INFORMATION: The Contractor shall provide current certification documentation when requested by the County. Documentation may include, but is not limited to, the Contractor's Board of Directors' roster, bylaws, organizational charts, job descriptions, policies and procedures, and licenses.

Oxford House Inc.
2021-HHAA-OXF
Benton County
January 1, 2021 - December 31, 2022

Exhibit A

Rental Assistance	Computation	Cost
Rapid Rehousing	Up to 3 months of rental assistance at FMR	$78,700.00
Eviciton Prevention	Up to 3 months of rental assistance at FMR	$45,912.00
Program Support Services	Case management support services - $2,364.00 per month x 24 months	$28,368.00
Administration	5% of operations and program support services	$7,648.00
Transportation		$1,000.00
Total		$161,628.00

Exhibit B

BENTON COUNTY WA

Partner Participation Agreement

The overall goal of the Housing Resource Center (HRC) provided by Benton County Department of Human Services (BCDHS) is to partner with community agencies in their efforts to decrease homelessness and reduce the time households spend in homelessness. In order for HRC to be successful and improve the experience of households in crisis seeking assistance, both HRC and participating agencies will commit to common performance expectations, to be carried out to the best of their availability.

As a HRC partner, you can expect the following service commitments from BCDHS HRC:

- Households referred by your agency to HRC will be treated with unconditional regard for their situation and scheduled for a screening within 3 business days of your referral.
- Households will be referred by HRC to the necessary housing and support services in a fair and equitable manner, without regard to the individual's race, national origin, ethnicity or gender.
- All households will be pre-screened based on your agency's specific criteria prior to receiving a referral to your agency. Criminal background checks will not be performed by HRC. HRC will contact your agency directly prior to referral, to ensure that there are no unforeseen reasons to expect the referral will be declined.
- HRC will provide households seeking assistance direct services including; navigator preliminary assessment of program qualifications and barriers, data entry into HMIS, emergency shelter/motel vouchers, homeless prevention and rapid re-housing to qualified households.
- Provide an ongoing committee forum to enable your agency to provide feedback regarding HRC performance, conflicts, as well as continually shape the HRC vision and scope of services provided.

As a HRC partner, your agency makes the following service commitments to the HRC:

- Provide HRC the list of qualification criteria for each of its programs (updated as needed).
- Update HRC weekly with program openings.
- Refer all households requesting homeless housing assistance to HRC.
- Identify a point of contact(s) for HRC to direct any referrals.
- Accept and confirm qualified referrals from HRC and provide explanation for referral refusals within 7 days of the households appointment.
- Update HMIS on a daily basis to show program availability.
- Work with BCDHS HMIS coordinator to resolve and improve data quality.
- Report on community needs, trends and resources that may impact HRC.
- Attend HRC housing provider/PAC meetings on a regular basis.

On behalf of Oxford House, Inc, I, Kathleen Gibson, am committed to supporting the success of HRC and its mission and will be an active agency partner with Benton County Department of Human Services Housing Resource Center.

Kathleen Gibson 12/20/2020
Agency Representative and Date

Kyle Small
Benton County Department of Human Services Representative

Benton County
Dept. of Human Services
7102 W. Okanogan Pl., Ste. 201
Kennewick, WA 99336
Phone: (509) 783-5284
Fax: (509) 783-5981

Housing Resource Center Guidelines

Foundational Principles

- Belief in housing first concept
- Belief of Progressive Engagement and the idea of doing the least for each household rather than the most
- Belief that people are resourceful and can make it without us
- Belief in the consumer as the lead in the process (strength-based approach)
- A willingness to use a system-perspective
- Functions primarily as a centralized intake/triage approach for housing assessment and referral
- Identify and utilize information and strengths of each agency
- Establish role and utilization of HMIS
- Provide community education
- Be data driven
- Know best practice models and consider the best local adaptation

What HRC Does

- Assess clients for immediacy of need and place into appropriate program and/or service
- Assess clients risks of homelessness
- All clients screened for diversion
- Assess for level of need
- All programs that have unique eligibility requirements will be used to verify eligibility and appropriateness
- Provides services to the clients that meet the minimum points on the vulnerability/prioritization tool.
- Provides additional assessment/case management based on needs with an Intake Specialist.

HRC goals

- Reduce the time homeless
- Quick access to comprehensive information
- Household receives a successful referral

- Household has a clear understanding on the next step
- Decrease duplication of agency work to qualify household
- Decrease duplication of services to the same household
- Provide improved access to services

Pre-screen/Prioritization

The Housing Navigator responds to the household to determine:

- Presenting issues
- Special Populations: DV and Youth
- Housing Status: at risk, homeless or shelter assistance
- Income eligibility
- Provide diversion
- Provide Information
- Prioritization tool will be used. For clients 0-4 score there will be no intervention, and clients will be given other community resources and diversion techniques will be offered. For clients scoring of 5 points or more on the tool they will be screened further for appropriate intervention.
- Clients scoring a 4 with extenuating circumstances can be staffed for potential over-ride. The reason for the over-ride will be documented on the tool by the supervisor.

Homeless & At Risk Definitions

Households are homeless if they are unsheltered or residing in a temporary housing program, as defined below.

Unsheltered Homeless:

Living outside or in a place that is not designed for, or ordinarily used as a regular sleeping accommodation for human beings, including a vehicle, park, abandoned building, bus or train station, airport, or campground.

Fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, human trafficking, or other dangerous or life-threatening conditions that relate to violence against the household member(s), including children, that have either taken place within the household's primary nighttime residence or has made the household member(s) afraid to return to their primary nighttime residence.

Sheltered Homeless:

Residing in a temporary housing program including shelters, transitional or interim housing, and hotels and motels paid for by charitable organizations or government programs.

Exiting a system of care or institution where they resided for 90 days or less AND who resided in an emergency shelter or place not meant for human habitation immediately before entering that system of care or institution.

Residing in a trailer or recreational vehicle that is parked illegally or in a location that is not intended for long-term stays (i.e. parking lots).

At Imminent Risk of Homelessness

Households are at imminent risk of homelessness if they will lose their primary nighttime residence (including systems of care or institutions) within 14 days of the date of application for assistance, AND no subsequent residence has been identified, AND the household lacks the resources or support networks needed to obtain other permanent housing.

Screening Process

For households who are determined to be homeless or at risk of homelessness, the intake specialist continues with a full assessment.

Step One Determines:

- Household Information
- Income/Housing Information
- Household Characteristics
- Housing Status
- Use the prioritization tool to see if client/household meets minimum criteria

Step Two Determines:

1. If the client does not meet minimum criteria:
    - Diversion techniques will be utilized
    - A community resource guide will be available to guide the client
2. If the client is at imminent risk:
    - Additional paperwork will be obtained
    - A referral will be made to an eviction prevention program (subject to available funds)
    - Partner agencies will notify the HRC worker within 7 days of the clients appointment to let the HRC staff know the outcome of the referral
    - Data will be entered into HMIS
3. If the client is homeless:
    - Barriers will be determined
    - Level of engagement will be determined
    - Additional paperwork will be obtained

- A referral will be made to a rapid rehousing program (subject to available funds)
- Partner agencies will notify the HRC worker within 7 days of the clients appointment to let the HRC staff know the outcome of the referral
- Data will be entered into HMIS

Applicants are seen on a first come / first served basis. Should there be multiple applicants for a single program opening, clients will then be prioritized for service. For example: (1) Chronically homeless (2) unsheltered literally homeless and then (3) sheltered literally homeless.

Direct Services Provided within HRC

Emergency Motel/Shelter Vouchers

Motel/Shelter vouchers can be issued only as a "last resort" for households that cannot stay at the Union Gospel Mission (UGM) and have no other resources available to them (subject to available funds).

- Motel/Shelter vouchers are limited to one week except under special circumstances
- Motel/Shelter vouchers will be issued to motels that have agreed to do business with Benton and Franklin County.
- Motel/Shelter vouchers will only be issued if the mission is full and/or the client cannot stay there due to mental/physical/medical problems and noted by the case manager. (subject to available funds)
- Priority for motel/shelter vouchers will be given to single fathers with children and families that have a boy over the age of 12 that cannot stay at the mission.

Homeless Prevention

Homeless prevention assistance applies to households facing eviction from their current residence and will be provided based on the Eligibility Criteria and a completed Rating Tool:

- Only households below 30% AMI
- Household must show an eviction notice that will result in their being homeless within 14 days of screening.
- Assistance is limited to the amount to prevent the eviction but cannot exceed 30 days of FMR for the unit size, unless otherwise approved by supervisor.
- Households living with family or friends are not eligible for prevention unless the host family is pending evicted (an eviction notice must be presented) due to overcrowding or the host family is on Section 8 housing and is able to show documentation of enrollment.

Rapid Re-Housing

Rapid re-housing assistance applies to households that are currently unsheltered homeless, fleeing violence, or living in a shelter or motel paid by a charitable or non-profit organization; and in need of first month rent and/or deposit.

- Household will need to show proof of homelessness by submitting a letter from a shelter, receipt from motel (paid for by a charitable or non-profit organization), 3rd party declaration or a self-declaration.
- Households will complete a full intake assessment to determine barriers and service needed.
- Households needing more than one month rent or deposit assistance will be screened and referred to additional programs if found eligible.
- Households will need to obtain housing which is suitable for the household size (based on occupancy guidelines) and budget.
- Households receiving assistance by HRC must have a reasonable sustainable plan to maintain housing on an ongoing basis and show proof of such without further assistance.

Occupancy Standards for Benton and Franklin Counties

Occupancy Standards for Benton and Franklin Counties are listed below. The standard can be evaluated on a case by case situation by the Housing Program Specialist.

Household Size	Unit Size Allowable
1 -2 persons	Studio
1-3 persons	One bedroom
4- 5 persons	Two bedroom
6-7 persons	Three bedroom
8+ persons	Four bedroom/Plus

Community Resources

HRC will provide community resources and referrals including the "Community Resource Guide" which is a comprehensive guide to services in Benton and Franklin Counties.

Referral Process

Clients whom are determined eligible will receive an assessment based on individual need. Referrals to agency partners will be made based on program eligibility. HRC staff monitor openings each day based on direct communication with partner agencies that routinely notify HRC staff of new openings as they become available. The process will include the following:

- Determine which program is most suitable and has a current opening
- Contact the agency to schedule an appointment for the referred household
- Within seven (7) business days after the scheduled appointment, the agency will notify HRC with the HRC Referral Letter outcome whether the client was accepted into the program or why the household was turned away. Programs must provide a qualifying reason to deny a referral.
- Client data and HMIS number will be shared with the referral agency

If an agency sends a client to HRC for prescreening and assessment and would like the client referred back to their program, the agency must submit this request in writing. If their program is the most suitable for the client, HRC will make every effort to honor the request.

Partner Agreements

Agency partner agreements will be required for all agencies receiving funds through Benton County Department of Human Services and any other community agency wanting to participate in the coordinated entry system. Agreements will include the following:

- Partnership agencies must make a good faith effort to serve clients who are referred by HRC
- Partnership agencies will notify HRC within seven (7) business days after the scheduled appointment if the client has been accepted into the program, or if a referral is turned away and provide an explanation
- Partnership agencies will be represented in CEC (CES Evaluation Committee)
- Partnership agencies will send walk-in or phone inquiries to HRC for a prescreening

HMIS Data Collection and Entry

Accurate and timely HMIS data is essential to the success of the HRC. Each household receiving an assessment will be entered into HMIS using the universal data collection requirements by HRC. If a household is already part of the HMIS then their information will be updated by HRC.

- All information will be scanned into each household's HMIS profile.
- When a referral is made to a partner agency the HMIS household identifier will be provided so that the partner agency can have access to household data.
- When the partner agency accepts the household into their program then they need to update the HMIS showing program enrollment and services received.
- Audits of HMIS data entered by partner agencies are performed regularly.

System Evaluation

System evaluations will be performed annually, and the methods will include HMIS data, Department of Commerce Dashboard reports, and CEC feedback.

CES Evaluation Committee (CEC)

Benton County Department of Human Services will hold CEC quarterly to discuss and evaluate HRC. This gives an opportunity to provide feedback, what is working, resolve issues and conflicts and suggest improvement for the program. Partnerships will be developed with housing providers, service providers, mental health agencies and shelters.

Changes to Guidelines

Benton County Department of Human Services may issue revised or new Guidelines at any time. Revised copies will be sent as they are published.

Contact Information

Mari Clark
Contracts Manager
Email: Mari.Clark@co.benton.wa.us
Phone: (509) 737-3902

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 20, 2021
Subject:	Execute Contract # 21-4610C-101 with Washington State Department of Commerce Community Services and Housing Division Housing Assistance Unit Shelter Program Grant
Presenter:	
Prepared By:	Mari Clark, DHS Contract Manager
Reviewed By:	Kyle Sullivan, DHS Manager

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

Type of Agenda Item:

- ☒ Consent Agenda
- ☐ Public Hearing
- ☐ Scheduled Business

Type of Action Needed: *(Multiple boxes can be checked, if necessary)*

- ☐ Discussion Only
- ☐ Decision / Direction
- ☐ Sign Letter / Document
- ☐ Pass Motion
- ☒ Pass Resolution
- ☐ Pass Ordinance
- ☒ Execute Contract

Summary / Background Information

The Office of Family and Adult Homelessness in the Housing Assistance Unit at the Department of Commerce administers state and federal funds to support homeless crisis response systems in WA State. The Shelter Program Grant is a critical resource in the crisis response system. This program provides shelter to those experiencing homelessness, while working to find permanent housing for the household.

Fiscal Impact

Total Agreement Amount: $1,571,502.00

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 $1,571,502.00.

Recommendation

- Sign the Resolution executing the Agreement #21-4610C-101 with Washington State Department of Commerce Community Services and Housing Division Housing Assistance Unit Shelter Program Grant

Suggested Motion

Approve on Consent Agenda

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING GRANT AGREEMENT #21-4610C-101 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND WASHINGTON STATE DEPARTMENT OF COMMERCE COMMUNITY SERVICES AND HOUSING DIVISION HOUSING ASSISTANCE UNIT SHELTER PROGRAM GRANT.

WHEREAS, the purpose of this Agreement is to support the homeless crisis response systems in Washington State; and

WHEREAS, to provide shelter for households experiencing a homeless crisis by increasing capacity at current shelters and providing additional shelter with a local hotel; and

WHEREAS, the Board of Benton County Commissioners hereby accepts the proposed Grant Agreement; **NOW, THEREFORE,**

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign on behalf of Benton County, Grant Agreement #21-4610C-101 between Benton County Human Services and Washington State Department of Commerce Community Services and Housing Division Housing Assistance Unit Shelter Program Grant for; to increase current shelter capacity and provide additional shelter with a local hotel for a grant amount of $1,571,502.00 from the Shelter Program Grant; and

BE IT FURTHER RESOLVED, that Benton County Department of Human Services is authorized to voucher the County Auditor's office to make such payment, necessary for the disbursement of the Washington State Department of Commerce Community Services and Housing Division Housing Assistance Unit Shelter Program Grant; and

BE IT FURTHER RESOLVED, the term of the attached Grant Agreement commences on the date of execution and ends on June 30, 2023.

Dated this . . . .day of . . . . . , 2021

_____
Chair

_____
Member

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

Attest: _____
Clerk of the Board

cc: Human Services; Benton County Commissioners M.Clark

Washington State Department of Commerce

Interagency Agreement with

Benton County Department of Human Services

through

Community Services and Housing Division
Housing Assistance Unit

Shelter Program Grant

Start date: August 1, 2020

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Attachment A, Scope of Work
Attachment B, Budget

FACE SHEET

Contract Number: 21-4610C-101

Washington State Department of Commerce
Community Services and Housing Division
Housing Assistance Unit
Shelter Program Grant

1. Contractor	**2. Contractor Doing Business As (optional)**
Benton County Department of Human Services 7102 W Okanogan Place, Suite 201 Kennewick, WA 99336	
3. Contractor Representative	**4. COMMERCE Representative**
Mari Clark Contracts Manager 509-737-3902 Mari.Clark@co.benton.wa.us	Jessica Simon Grant Manager 360-972-4143 Jessica.simon@commerce.wa.gov P.O. Box 42525 1011 Plum Street SE Olympia, WA 98504-2525

5. Contract Amount	**6. Funding Source**	**7. Start Date**	**8. End Date**
$1,571,502	**Federal:** ☐ **State:** ☒ **Other:** ☐ **N/A:** ☐	August 1, 2020	June 30, 2023

9. Federal Funds (as applicable)	**Federal Agency:**	**CFDA Number**
N/A	N/A	N/A

10. Tax ID #	**11. SWV #**	**12. UBI #**	**13. DUNS #**
N/A	SWV0000322-02	35000971	N/A

14. Contract Purpose

The Shelter Program Grant funds equitable and creative approaches to develop or expand shelter programs and bring unsheltered people inside with the goal of exiting participants to permanent and positive outcomes quickly.

15. Signing Statement

COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work, Attachment "B" – Budget and Shelter Program Grant Guidelines.

FOR CONTRACTOR	**FOR COMMERCE**
_____ Printed Name, title	_____ Diane Klontz, Assistant Director Community Services and Housing Division
_____ Signature	_____ Date
_____ Date	**APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 08/22/2019. APPROVAL ON FILE.**

Grant Number: Agreement #21-4610C-101

Washington State Department of Commerce
Community Services and Housing Division
Housing Assistance Unit
Shelter Program Grant

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: 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
INTERAGENCY AGREEMENT
STATE FUNDS

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT 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 Contract.

a. The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.
b. The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed the Contract amount listed on the Face Sheet for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work (Attachment A).

4. BILLING PROCEDURES AND PAYMENT

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

When requesting reimbursement for expenditures made, Contractor shall submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Grants Management System (CMS), which is available through the Secure Access Washington (SAW) portal.

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 Contractor.

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

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

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

5. HISTORICAL OR CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Contract, Contractor shall complete the requirements of Governor's Executive Order 05-05, where applicable, or Contractor shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. Contractor agrees that the Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold

harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources s discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, Contractor shall, in accordance with Governor's Executive Order 05-05, coordinate with Commerce and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. Contractor agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The Contractor agrees that, unless the Contractor is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the Contractor shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the Commerce Representative identified on the Face Sheet. If human remains are uncovered, the Contractor shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Contractor shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Contract, Contractor agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 05-05.

In the event that the Contractor finds it necessary to amend the Scope of Work the Contractor may be required to re-comply with Governor's Executive Order 05-05 or Section 106 of the National Historic Preservation Act.

6. INSURANCE

Local Government Self-Insured/Liability Pool or Self-Insured Risk Management Program

Contractor shall provide annually to COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under Contractor'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. OWNERSHIP

If any of the funds granted under this Contract are used for property acquisition and or capital improvements, the Contractor agrees and will ensure that the real property or properties will solely be used to provide emergency housing for low-income households as defined under RCW 43.185A.010 (6), except during State of Emergency related to the COVID-19 outbreak described in the Proclamation by the Governor, 20-05 or similar states of emergency. Use of funds under this Contract are subject to the requirements of 2020 ESSB 6168 (Chapter 357, Laws of 2020), Section 127, subsection (85).

If a housing provider organization other than the Contractor will own the property, all amounts used for property acquisitions and or capital improvements shall be evidenced by promissory notes, deeds

of trust, and low-income restrictive covenants running with the land in favor of the Contractor for at least ten (10) years starting from the time the property is ready for occupancy by the intended population (the "Commitment Period"). The Contractor will be responsible for monitoring the property or properties to ensure compliance with its low-income restrictive covenant during the Commitment Period.

If the Contractor will own the property, all amounts used for property acquisitions and or capital improvements shall be evidenced by promissory notes, deeds of trust, and low-income restrictive covenants running with the land in favor of the Department for at least ten (10) years starting from the time the property is ready for occupancy by the intended population.

Each deed of trust and low-income restrictive covenant shall be recorded at the county or counties in which the property or properties are located.

The Contractor will make a good faith effort not to incur costs reimbursable under this Contract in excess of what is reasonable given market prices, balanced by the need to act promptly to procure and operate housing and provide services necessary to respond to the State of Emergency. Commerce reserves the right to decline reimbursement of costs deemed excessive in Commerce's discretion.

8. SUBCONTRACTOR DATA COLLECTION

Contractor 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 Agreement performed by subcontractors and the portion of 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.

9. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, 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

Shelter Program Grant Guidelines

GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS

1. DEFINITIONS

As used throughout this Contract, 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. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, 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. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.

E. "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.

F. "State" shall mean the state of Washington.

G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

This Contract 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.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;

ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.

B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract 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 Contractor 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 Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Contractor 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.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract 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 Contractor 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 Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor 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 Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, 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 Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

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

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. PREVAILING WAGE LAW

The Contractor certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request.

12. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, 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 Contractor 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 Contract.

13. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract 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 contract.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, 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.

14. 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 Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

15. SEVERABILITY

The provisions of this contract 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 contract.

16. SUBCONTRACTING

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

If COMMERCE approves subcontracting, the Contractor 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 Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

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

17. SURVIVAL

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

18. TERMINATION FOR CAUSE

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

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

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

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

19. TERMINATION FOR CONVENIENCE

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

20. TERMINATION PROCEDURES

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

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor 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 contract. COMMERCE may withhold from any amounts due the Contractor 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 Contractor shall:

A. Stop work under the contract on the date, and to the extent specified, in the notice;

B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract 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 Contractor under the orders and 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 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 contract 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 contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

21. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, 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 Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.

B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.

C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.

D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

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

22. 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 Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

Grantee commits to implementing a shelter program that uses equitable and creative approaches to bring people inside with the goal of exiting residents to permanent housing quickly as described in Grantee's application for Shelter Program funds.

A. Program Description

1. **Domestic Violence Services of Benton and Franklin Counties (DVSBF)**

   a. Overview
      i. Shelter program will serve intimate partner domestic violence victims that are currently fleeing or are homeless due to fleeing domestic violence.

      ii. Shelter program will add 10 beds by December 31, 2020.

      iii. Shelter program will operate as continuous stay.

   b. Facility Type
      i. DVSBF will operate an Emergency Shelter.

      ii. The shelter program will utilize local area hotels.

   c. Racial Equity
      i. DVSBF will implement strategies to prevent racial inequities in who is served and program outcomes.

         DVSBF serves all clients regardless of race, age, color, religion, disability, pregnancy, national origin, sexual orientation, gender expression, gender, ethnicity, income, veteran status or any other basis prohibited by law. All DVSBF services are free and confidential and DVSBF has the ability to go into the community and meet with clients in safe places ensuring that all clients who want services from DVSBF have access.

         DVSBF's guiding principles is the theory of change and belief that everyone is valuable and strives for economic justice, racial equity, and gender equality for all. DVSBF strongly believes that this theory and implementation of it will lead to reduced inequities in outcomes. DVSBF strives for economic justice, racial equity and gender equality for all.

DVSBF has a diverse staff that mirrors the client base. 50% of DVSBF's clients are minority and 50% of DVSBF's leadership team are women of color and bilingual. Almost 50% of DVSBF staff are bi-lingual in Spanish/English and DVSBF has an advocate that is fluent in American Sign Language, also all advocates have the training and ability to access a language translation service 24 hours a day to ensure that all clients receive services.

All advocates are trained in LGBTQ+ competency and racial equity.

d. Housing Focused Services
   i. DVSBF will provide housing case management to residents that is driven by the needs of the resident, is flexible, uses a strengths-based approach and is focused on obtaining and maintaining housing.

      DVSBF will connect shelter residents to mainstream services including but not limited to behavioral health, chemical dependency, education or workforce training, employment services and permanent supportive housing.

      DVSBF's case managers will develop housing stability plans and work with each head of household to address client safety and barriers to maintaining housing. They will ask about other areas that the client may need help in such as securing ID, budgeting, credit remediation, self-esteem, building or rebuilding relationships to help support them, developing job skills, job search and continued educational goals. Case managers can assist households with landlord contact, rent assistance, and deposits to secure and maintain stable housing. Once households are in stable housing the case managers will complete monthly check-ins for at least three months to make sure they are not facing anymore barriers associated with domestic violence. Additionally, case managers will let household's know they are also able to help with legal, transportation, basic food and hygiene items, crisis intervention, and support groups even after stable housing has been secured.

e. Diversion and Problem Solving
   i. DVSBF will utilize problem-solving conversations to divert households from entering the shelter or utilizing crisis response system services longer term.

      DVSBF will engage family and friends if the situation is safe and appropriate.

f. Outreach

i. DVSBF will provide outreach to unsheltered individuals.

DVSBF will do outreach to other local area shelters and inform them of their domestic violence services.

g. Coordinated Entry Partnership

i. Shelter program will not fill program openings through coordinated entry.

ii. Shelter program will work with the coordinated entry system by accepting appropriate referrals from them and by entering all data into HMIS in a timely manner and participating in continuum of care meetings.

2. Safe Harbor Support Center (SHSC)

a. Overview

i. Shelter program will serve will serve youth ages 13 to 18 targeting at-risk youth including a high proportion of People of Color and teens from the LGBTQQI community.

ii. Shelter program will add 8 beds by December 31, 2020.

iii. Shelter program will operate as continuous stay.

b. Facility Type

i. SHSC will operate an Emergency Shelter.

ii. The shelter program will be located at My Friends' Place (MFP):

1112 N Grant Place
Kennewick, Washington 99336

iii. MFP is a 20-bed facility that offers six furnished bedrooms with a private bath, each sleeping two to four youth. The facility has two living areas, one for males and one for females.

iv. Amenities and utilities include TV with dish service, XBOX consoles, board games, books, and computers with Wi-Fi access. There are two laundry rooms, one per living area. The shelter has a communal lobby and a large kitchen with a food pantry.

c. Projects Serving Youth and Young Adults

i. SHSC must be in good standing with license requirements to serve unaccompanied minors in accordance with RCW 74.15. The license must be in good standing during the grant period, and SHSC or Benton County must notify Commerce immediately in the event of a Department of Children, Youth and Families (DCYF) Division of Licensing Resources (DLR) or Child Protective Services (CPS) investigation and/or "no referral" status. When licensing differs from contracting or other statutory requirements, SHSC must meet the highest standard.

d. Racial Equity

i. SHSC will implement strategies to prevent racial inequities in who is served and program outcomes.

SHSC will prevent racial inequities in their agency by maintaining a non-discriminatory attitude and having a zero-tolerance policy on bullying. Staff will partake in diversity and non-discrimination trainings to prevent biases from affecting the delivery of services and to prevent clients from using racially derogatory terms towards staff and other clients. Staff will remain respectful to all other staff, professionals, and clients and ask clients to be respectful towards staff and other clients as well.

e. Housing Focused Services

i. SHSC will provide housing case management to residents that is driven by the needs of the resident, is flexible, uses a strengths-based approach and is focused on obtaining and maintaining housing.

SHSC will connect shelter residents to mainstream services including but not limited to behavioral health, chemical dependency, education or workforce training, employment services and permanent supportive housing.

SHSC will provide individualized care for every teen in need of services and provide all aspects of care for each teen from the moment they enter the shelter. Comprehensive case management and services include the following, but are not limited to food, laundry, obtaining employment, transportation, obtaining identification, accessing health care, obtaining medical appointments, conducting housing searches, family reunification, assistance meeting medical needs, rent assistance

and deposits, and mental health and drug and alcohol treatment if needed.

f. Diversion and Problem Solving
   i. SHSC will utilize problem-solving conversations to divert households from entering the shelter or utilizing crisis response system services longer term.

      SHSC will work to divert households from entering shelter or long-term crisis response use by actively listening to the client's needs. Staff will walk through the client's situation and determine if they have any additional support they could contact such as family or friends for assistance.

g. Outreach
   i. SHSC will provide outreach to unsheltered individuals.

      SHSC will specifically provide street youth services aimed at locating at-risk youth in our community and bringing assistance to them.

h. Coordinated Entry Partnership
   i. Shelter program will fill not program openings through coordinated entry.

   ii. Shelter program will partner with coordinated entry through screening clients to determine if they need a safe place to stay or if they need other services they could benefit from.

3. Benton County Department of Human Services (DHS)

a. Overview
   i. Shelter program will serve will serve unsheltered homeless.

   ii. Shelter program will add 2 beds by December 31, 2020.

   iii. Shelter program will operate as continuous stay.

b. Facility Type
   i. Benton County DHS will operate an Emergency Shelter.

   ii. The shelter program will utilize local area hotels.

c. Racial Equity
   i. DHS will submit strategies to prevent racial inequities in who is served and program outcomes by June 30, 2021. Strategies are expected to be implemented by DHS to ensure racially equitable access and racially equitable outcomes at exit.

      DHS staff will attend a Commerce Racial Equity training and LGBTQ+ training by May 31, 2021.

d. Housing Focused Services
   i. DHS will provide housing case management to residents that is driven by the needs of the resident, is flexible, uses a strengths-based approach and is focused on obtaining and maintaining housing.

      DHS staff provide client led services by meeting the individual in their environment and letting the individual tell staff what it is they need or why they believe they are in the situation they are in. Staff are trained in trauma-informed care and most have behavioral health backgrounds.

e. Diversion and Problem Solving
   i. DHS will utilize problem-solving conversations to divert households from entering the shelter or utilizing crisis response system services longer term.

      DHS staff working with individuals will explore all available resources and use diversion strategies that are used in our Coordinated Entry System. The referrals for this shelter program will be coming from law enforcement and if there are alternatives, they will be explored at the scene as well.

f. Outreach
   i. DHS will provide outreach to unsheltered individuals.

      DHS has an agreement with local law enforcement; when they come in contact with someone on the street, they contact DHS to provide outreach and wait three days before they return to enforce city ordinance. DHS offer services to these individuals and in most cases make a referral for a hotel/motel voucher to get them sheltered immediately if the current shelter is full.

g. Coordinated Entry Partnership

i. Shelter program will not fill program openings through coordinated entry.

ii. DHS runs the local Coordinated Entry Office and so all participants will be screened through Coordinated Entry for eligibility of other programs. Appropriate referrals will be made to programs within the housing continuum.

B. Administration

1. Grantees will submit the following monthly deliverables with completeness, timeliness, accuracy and consistency:

2. Invoice and Voucher Detail Worksheet for reimbursement (Guidelines: Fiscal Administration).

3. Grantees commit to reporting complete, quality data that is timely, truthful and accurate. (Guidelines: Requirements of all Lead Grantees and Subgrantees Providing Direct Service and HMIS User Agreement).

4. Grantees shall comply with all of the requirements, policies and procedures in the Shelter Program Grant Guidelines.

C. Performance

1. Requirements

a. Projects are not required to meet or make progress toward performance targets as a condition of funding for the current contract period. Project performance data will impact community and state level performance measures.

b. Grantees should aim to improve the housing outcomes of Shelter Program participants. For each intervention type funded by the Shelter Program, grantees should adopt the following performance goals:

Intervention Type	Performance Goal	HMIS Calculation	Performance Target[1]
Emergency Shelter	**Increase Percent Exits to Permanent Housing**	Of people in the ES project who exited, those who exited to permanent housing destinations	50%

[1] The target is the level of desirable performance and is an indicator of a high performing project.

Drop-in Emergency Shelter[2]	**Increase Percent Exits to Positive Outcomes**	Of people in the ES project who exited, those who exited to Positive Outcome destinations	50%
Temporary Shelter Site[3]	**Increase Percent Exits to Positive Outcomes**	Of people in the Other project who exited, those who exited to Positive Outcome destinations	50%
All	**Reduce Average Length of Stay**	Of the people active in the project, the days homeless as measured by each client's start, exit and bed night dates strictly as entered into HMIS.	Not established

c. Equitable Access and Housing Outcomes

i. Grantees should ensure equitable access to Shelter Program and equitable housing outcomes of Shelter Program participants.

Equitable access means that the race and ethnicity of people entering the Shelter Program are similar to the community demographics. Equitable access is measured by comparing the percent of people in poverty by race and ethnicity to the percent of people entering the Shelter Program by race and ethnicity.

Equitable housing outcomes means that the outcomes of the Shelter Program participants should be similar, regardless of race or ethnicity.

d. Exit Destinations

Exit Destinations Options	**Positive Outcome:** The following destinations are considered Positive exits from Drop-in ES and Temporary Shelter Sites	**Permanent Housing:** The following destinations are considered Permanent exits from Emergency Shelters
Emergency shelter, including hotel or motel paid for with emergency shelter voucher, or RHY-funded Host Home shelter	Positive Outcome	Negative Outcome
Foster Care home or foster care group home	Positive Outcome	Negative Outcome
Hospital or other residential non-psychiatric medical facility	Removed from denominator	Removed from denominator
Hotel or Motel paid for without emergency shelter voucher	Positive Outcome	Negative Outcome
Jail, prison or juvenile detention facility	Negative Outcome	Negative Outcome

[2] Drop-in Emergency Shelters offer night-by-night living arrangements that allow households to enter and exit on an irregular or daily basis and often use a Night-By-Night tracking method in HMIS.

[3] A Temporary Shelter Site is defined as structure(s) or a location locally permitted to provide temporary shelter for people experiencing homelessness. Tents, mitigation sites, or hosted encampments are examples of Temporary Shelter Sites.

Attachment A

Moved from one HOPWA funded project to HOPWA TH	Positive Outcome	Negative Outcome
Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside)	Negative Outcome	Negative Outcome
Psychiatric hospital or other psychiatric facility	Positive Outcome	Negative Outcome
Residential project or halfway house with no homeless criteria	Removed from denominator	Negative Outcome
Safe Haven	Positive Outcome	Negative Outcome
Staying or living with family, temporary tenure (e.g. room, apartment or house)	Positive Outcome	Negative Outcome
Staying or living with friends, temporary tenure (e.g. room, apartment or house)	Positive Outcome	Negative Outcome
Substance abuse treatment facility or detox center	Positive Outcome	Negative Outcome
Transitional housing for homeless persons (including homeless youth)	Positive Outcome	Negative Outcome
Long-term care facility or nursing home	Positive Outcome	Removed from denominator
Host Home (non-crisis)	Positive Outcome	Permanent Housing
Moved from one HOPWA funded project to HOPWA PH	Positive Outcome	Permanent Housing
Owned by client, no ongoing housing subsidy	Positive Outcome	Permanent Housing
Owned by client, with ongoing housing subsidy	Positive Outcome	Permanent Housing
Permanent housing (other than RRH) for formerly homeless persons	Positive Outcome	Permanent Housing
Rental by client, no ongoing housing subsidy	Positive Outcome	Permanent Housing
Rental by client, with GPD TIP housing subsidy	Positive Outcome	Permanent Housing
Rental by client, with other ongoing housing subsidy	Positive Outcome	Permanent Housing
Rental by client, with VASH housing subsidy	Positive Outcome	Permanent Housing
Staying or living with family, permanent tenure	Positive Outcome	Permanent Housing

Attachment A

Staying or living with friends, permanent tenure	Positive Outcome	Permanent Housing
Rental by client, with RRH or equivalent subsidy	Positive Outcome	Permanent Housing
Rental by client, with HCV voucher (tenant or project based)	Positive Outcome	Permanent Housing
Rental by client, with HCV voucher (tenant or project based)	Positive Outcome	Permanent Housing
Deceased	Removed from denominator	Removed from denominator
Client doesn't know	Unknown / Negative Outcome	Unknown / Negative Outcome
Client refused	Unknown / Negative Outcome	Unknown / Negative Outcome
Data not collected	Unknown / Negative Outcome	Unknown / Negative Outcome
No exit interview completed	Unknown / Negative Outcome	Unknown / Negative Outcome
Other	Unknown / Negative Outcome	Unknown / Negative Outcome

Budget

Participating Jurisdictions	Amount Dedicated
Benton Unincorporated	$219,472
Franklin Unincorporated	$75,006
Kennewick	$506,221
Richland	$343,955
Pasco	$426,848
Grant Total	$1,571,502

Shelter Project A, Domestic Violence Services of Benton & Franklin Counties

Budget Category	Amount
Pre-Occupancy *Up to $10,000 per bed prior to occupancy*	$45,000
Post-Occupancy Operations *Up to $56 per day per net additional bed*	$537,600
Total	$582,600

Shelter Project B, My Friends' Place

Budget Category	Amount
Pre-Occupancy *Up to $10,000 per bed prior to occupancy*	$0
Post-Occupancy Operations *Up to $56 per day per net additional bed*	$907,200
Total	$907,200

Shelter Project C, DHS Shelter

Budget Category	Amount
Pre-Occupancy *Up to $10,000 per bed prior to occupancy*	$0
Post-Occupancy Operations *Up to $56 per day per net additional bed*	$81,702
Total	$81,702

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN HOMELESS HOUSING FUND NUMBER 0154.101, DEPT 000

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

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: t.mckeirnan

McKeirnan

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: | Dept Nbr:

Fund Name: Homeless Housing | Fund Nbr: 0154.101

TRANSFER FROM: **Dept.** | TRANSFER TO: **Dept.**

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
565.460	9108	Adminstrative Cost	$90,000	565.480	4509	Rent	$90,000
TOTAL			$90,000	TOTAL			$90,000

Explanation:

Moving funds from Adminstrative Cost to Emergency Housing Rent . This is for 2019/2020 Budget

Prepared by: Tammy McKeirnan | Date: 1/20/21

Approved ☐ | Denied ☐ | Date: _____

_____
Chairman

_____
Member

_____
Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN HOMELESS HOUSING FUND NUMBER 0154.101, DEPT 000

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

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: t.mckeirnan

McKeirnan

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: | Dept Nbr:

Fund Name: Homeless Housing | Fund Nbr: 0154.101

TRANSFER FROM: **Dept.** | TRANSFER TO: **Dept.**

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
565.480	4509	Rentals	$32,000	565.400	9108	Administrative Cost	$32,000
TOTAL			$32,000	TOTAL			$32,000

Explanation:

Moving funds from Emergency Housing Rentals to pay professional services for administration and monitoring the 2163 Contracts and Programs. This is for 2019/2020 Budget

Prepared by: Tammy McKeirnan | Date: 1/14/21

Approved ☐ | Denied ☐ | Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 26, 2021
Subject:	Approving the purchase of seven Dell Latitude or comparable model laptops, seven Dell Thunderbolt docking stations, and fourteen Dell monitors for the Elections' Department from Dell, Inc., Rescinding Resolution 2020-342 & 2020-429.
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	Lorene Roe

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

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

Summary / Background Information

Due to the General Election duties and COVID-19 pandemic, the Elections Department made several requests to purchase laptops, docking stations and monitors to be used for public voting and voter registration services per Board approved Resolutions 2020-342 & 2020-429. The total costs of the equipment referenced in Resolutions 2020-342 & 2020-429 did not match the invoices received from Dell. In addition, IT incorrectly stated the amount of equipment that was being purchased in both Resolutions' 2020-342 and 2020-429. The Auditor's office has asked IT to create a new resolution that approves the correct amount of equipment purchased and equals the costs invoiced by Dell.

Fiscal Impact

Amount: **N/A**

Fund:

Recommendation

Information Technology recommends that the Board approves the purchase of seven Dell Latitude or comparable model laptops, seven Dell Thunderbolt docking stations, and fourteen Dell monitors for the Elections' Department from Dell, Inc., rescinding Resolution 2020-342 & 2020-429.

Suggested Motion

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE OF SEVEN DELL MOBILE PRECISION OR COMPARABLE MODEL LAPTOPS, SEVEN DELL THUNDERBOLT DOCKING STATIONS, AND FOURTEEN DELL MONITORS FOR THE ELECTIONS' DEPARTMENT FROM DELL INC., RESCINDING RESOLUTIONS 2020-342 & 2020-429

WHEREAS, due to the General Election duties and COVID-19 pandemic, the Elections Department requested seven laptops, seven docking stations, and fourteen monitors for public voting and voter registration services; and

WHEREAS, Resolution 2019-753, Central Services Computer Replacement policy requires all new computer equipment over $500 receive approval by the Board before purchasing; and

WHEREAS, Information Technology incorrectly stated the amount of equipment and purchase price referenced in Resolutions 2020-342 & 2020-429; and

WHEREAS, Information Technology has prepared this Resolution to properly reflect the total number of laptops, docking stations, and monitors purchased from Dell Inc. with Elections/Auditor Grant funds; NOW THEREFORE,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with Information Technology and approves the purchase of seven Dell Mobile Precision 3551 or comparable model laptops, seven Dell thunderbolt docking stations, and fourteen Dell monitors for the Elections' Department in an amount not to exceed $22,411.81 including Washington State Sales Tax to be paid for using approved Elections/Auditor Department approved grant funds; and

BE IT FURTHER RESOLVED, Resolutions 2020-342 & Resolution 2020-429 are hereby rescinded.

Dated this 26 day of January , 2021

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

Orig: Information Technology
cc: Auditor, Elections

Prepared by: R. Heard

BENTON COUNTY
WASHINGTON

Request Date: 6/9/2020
Auditor Approval: B. Chilton
Applicable Grant:

Item	Purpose (Explanation)	Quantity	Unit Cost	Subtotal	Taxes	Shipping Charge	Grand Total	Requestor Signature	Receiver Signature
Docking Stations	Prepare-Respond/CARES	5	293.25	1466.75	126.14		1592.89		
Docking Stations	Prepare-Respond/CARES	2	311.09	622.18	53.50		675.68		
Dell Monitors	Prepare-Respond/CARES	14	189.19	2459.47	227.79		2876.45		
Dell Latitude 5501	Prepare-Respond/CARES	1	2537.36	2537.36	194.11		2451.47		
Dell Latitude 5501	Prepare-Respond/CARES	6	2273.68	13642.08	1173.24		14815.32		
							22411.81		

Company name: Dell Marketing

Benton County
Information Technology
620 Market Street
Prosser, WA 99350

DATE	PO NUMBER
6/9/2020	ITD-200609T2

VENDOR: 271002
DELL MARKETING L.P., C/O DELL USA L.P.
P O BOX 802816
CHICAGO, IL 60680

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

FOB Point: DESTINATION
Terms: AP Net 30
Req Del Date:
Contract No: 2017-355
Special Inst: (PCARD) EL 5 DELL WD19TB DOCKS

Req. No:
Dept: INFORMATION TECHNOLOGY
Contact: BROWN, TIM
Confirming? No

Purchase Order

Quantity	Unit	Description	Unit Price	Ext. Price
1.00		IT/ EL 5 Dell WD19TB Docks, Res 2020-342, Cust #1710002, Sales Tax	1,592.89000	1,592.89

5 Dell Docking Stations
293.25 ea = 1466.75
Tx 126.14
1592.89

BILL TO: Benton County Justice Center
7122 W OKANOGAN PL
KENNEWICK, WA 99326

SUBTOTAL	1,592.89
TAX	0.00
FREIGHT	0.00
TOTAL	1,592.89

Account Number	Amount	Account Number	Amount
E 0000101.102.00000.514.410.3508	1,592.89		

RECEIVING COPY

Authorized Signature

Authorized Signature (over $1,000)

DELL EMC

DELL MARKETING L.P.
One Dell Way
Round Rock, TX 78682

FID Number: 74-2616805
For Sales: (800)981-3355
Customer Service: (800)981-3355
Technical Support: (800)981-3355
Dell Online: http://www.dell.com

Invoice

BILL TO:

BENTON COUNTY CENTRAL SERVICES
ACCOUNTS PAYABLE
620 MARKET ST
PROSSER, WA 99350-1300

SHIP TO:

BENTON COUNTY
INFORMATION TECHNOLOGY DEPT
7122 W OKANOGAN PL
STE A 2ND FL IT
KENNEWICK, WA 99336-2359

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES, WHICH GOVERN THIS TRANSACTION
VIEW YOUR ORDER DETAILS ONLINE

Invoice No: 10398819286 **Customer No: 1710002** **Order No: 641297618** **Page 1 of 1**

Purchase Order:	ITD-200609T2	Order Date:	06/09/2020
Payment Terms:	Credit/Deb.Card	Sales Rep:	CHARLES ANGLIN
Invoice Date:	06/09/2020	Shipped Via:	UPS
Contract Number:	C000000010849	Customer Agreement No:	
Waybill Number:	1ZR3Y5840310304929		

Item Number	Description	Qty	Unit	Unit Price	Amount
210-ARIK	**Dell Thunderbolt Dock- WD19TB** System Service Tags:GNSXG23, 96MXG23, 8QFXG23, 6BMXG23, 27MXG23	5	EA	293.35	1,466.75
824-3984	Advanced Exchange Service, 3 Years	5	EA	-	-
824-3993	Dell Limited Hardware Warranty	5	EA	-	-

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $6 PER ITEM WILL BE ADDED TO INVOICES FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURNS. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUBLIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

USD

Sub-Total:	$	1,466.75
Ship. &/or Handling:	$	0.00
ENVIRO FEE:	$	0.00
Taxable: $ 1,466.75 *Non-Taxable:* $ 0.00	*Tax:* $	126.14
Invoice Total:	$	1,592.89
Credit/Deb.Card	$	1,592.89
Balance Due:	$	0.00

Benton County
Information Technology
620 Market Street
Prosser, WA 99350

DATE	PO NUMBER
6/8/2020	ITD-200608T5

VENDOR: 271002
DELL MARKETING L.P., C/O DELL USA L.P.
P O BOX 802816
CHICAGO, IL 60680

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

FOB Point: DESTINATION
Terms: AP Net 30
Req Del Date:
Contract No:
Special Inst: (PCARD) EL 1 Dell Latitude 5501 XCTO, 2 P2219H Monitors
1 WD19TB Dock

Req. No:
Dept: INFORMATION TECHNOLOGY
Contact: BROWN, TIM
Confirming? No

Purchase Order

Quantity	Unit	Description	Unit Price	Ext. Price
1.00		IT/ EL 1 Dell Latitude 5501 XCTO, 2 P2219H Monitors, 1 WD19TB Dock, Cust #1710002, Sales Tax	3,200.24000	3,200.24

Dell 5501 Tx
2537.36 + 194.11 = 2451.47
2 Monitors 189.19 ea
378.38 + 32.55 = 410.93
Docking Station
311.09 + 26.15 = 337.24
3200.24

BILL TO: Benton County Justice Center
7122 W OKANOGAN PL
KENNEWICK, WA 99326

SUBTOTAL	3,200.24
TAX	0.00
FREIGHT	0.00
TOTAL	3,200.24

Account Number	Amount	Account Number	Amount
E 0000101.102.00000.514.410.3508	3,200.24		

RECEIVING COPY

Authorized Signature

Authorized Signature (over $1,000)

DELL EMC

DELL MARKETING L.P.
One Dell Way
Round Rock, TX 78682

FID Number: 74-2616805
For Sales: (800)981-3355
Customer Service: (800)981-3355
Technical Support: (800)981-3355
Dell Online: http://www.dell.com

Invoice

BILL TO:

BENTON COUNTY CENTRAL SERVICES
ACCOUNTS PAYABLE
620 MARKET ST
PROSSER, WA 99350-1300

SHIP TO:

BENTON COUNTY
INFORMATION TECHNOLOGY DEPT
7122 W OKANOGAN PL
STE A 2ND FL IT
KENNEWICK, WA 99336-2359

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES, WHICH GOVERN THIS TRANSACTION
VIEW YOUR ORDER DETAILS ONLINE

Invoice No: 10401114942 **Customer No: 1710002** **Order No: 640926993**

Purchase Order:	ITD-200608T5	Order Date:	06/09/2020
Payment Terms:	Credit/Deb.Card	Sales Rep:	CHARLES ANGLIN
Invoice Date:	06/19/2020	Shipped Via:	FEDERAL EXPRESS
Contract Number:	C000000010849	Customer Agreement No:	
Waybill Number:	461361540999368		

Item Number	Description	Qty	Unit	Unit Price	Amount
210-ASDC	**Dell Latitude 5501 XCTO** System Service Tags:GXCVW33	1	EA	2,134.96	2,134.96
379-BDOW	9th Generation Intel Core i7-9850H Processor (6 Core, 12MB Cache, 2.6 GHz, 4.6GHz Turbo, 35W vPro)	1	EA	-	-
619-AHKN	Win 10 Pro 64 English, French, Spanish	1	EA	-	-
340-CKSZ	No AutoPilot	1	EA	-	-
658-BCSB	Microsoft(R) Office 30 Days Trial	1	EA	-	-
338-BRSF	Intel UHD Graphics 630 with Thunderbolt 3 for Intel 9th Gen Core i7-9850H	1	EA	-	-
631-ACCC	Intel vPro Technology Enabled	1	EA	-	-
370-AECT	16GB, 1x16GB, DDR4 Non-ECC	1	EA	-	-
400-BENB	M.2 256GB PCIe NVMe Class 35 Solid State Drive	1	EA	-	-
340-ADBJ	Thank You for Choosing Dell	1	EA	-	-
391-BELW	15.6" FHD Anti-Glare Non-touch, IR Camera & Mic, WLAN/WWAN Capable, Privacy Shutter	1	EA	122.40	122.40
346-BFHL	DP Palmrest, Touch Fingerprint Reader, FIPS Contacted SC Reader, Thunderbolt 3	1	EA	-	-
583-BFBO	Dual Pointing Backlit US English Keyboard	1	EA	-	-
555-BEWG	Intel AX200 2x2 + Bluetooth 5.1 Driver	1	EA	-	-
555-BEWQ	IntelWi-Fi 6 AX200 2x2 .11ax 160MHz, Bluetooth 5.0	1	EA	-	-
556-BBCD	No Mobile Broadband Card	1	EA	-	-
451-BCJI	6 Cell 97Whr ExpressCharge Capable Battery	1	EA	-	-
492-BCOZ	130W E5 Type C Power Adapter	1	EA	-	-
650-AAAM	No Anti-Virus Software	1	EA	-	-
620-AALW	OS-Windows Media Not Included	1	EA	-	-
450-AAEJ	E5 US Power Cord	1	EA	-	-
340-CMGX	Latitude 5501 Quick Start Guide	1	EA	-	-
332-1286	US Order	1	EA	-	-
460-BBEX	No Carrying Case	1	EA	-	-

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $6 PER ITEM WILL BE ADDED TO INVOICES FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURNS. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUBLIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

		USD
Sub-Total:	$	2,257.36
Ship. &/or Handling:	$	0.00
ENVIRO FEE:	$	0.00
Taxable: $ 2,257.36 *Non-Taxable:* $ 0.00	*Tax:* $	194.11
Invoice Total:	$	2,451.47
Credit/Deb.Card	$	2,451.47
Balance Due:	$	0.00

DELL EMC

DELL MARKETING L.P.
One Dell Way
Round Rock, TX 78682

FID Number: 74-2616805
For Sales: (800)981-3355
Customer Service: (800)981-3355
Technical Support: (800)981-3355
Dell Online: http://www.dell.com

Invoice

BILL TO:

BENTON COUNTY CENTRAL SERVICES
ACCOUNTS PAYABLE
620 MARKET ST
PROSSER, WA 99350-1300

SHIP TO:

BENTON COUNTY
INFORMATION TECHNOLOGY DEPT
7122 W OKANOGAN PL
STE A 2ND FL IT
KENNEWICK, WA 99336-2359

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES, WHICH GOVERN THIS TRANSACTION
VIEW YOUR ORDER DETAILS ONLINE

Purchase Order:	ITD-200608T5	Order Date:	06/09/2020
Payment Terms:	Credit/Deb.Card	Sales Rep:	CHARLES ANGLIN
Invoice Date:	06/19/2020	Shipped Via:	FEDERAL EXPRESS
Contract Number:	C000000010849	Customer Agreement No:	
Waybill Number:	461361540999368		

Item Number	Description	Qty	Unit	Unit Price	Amount
452-BBSE	No Docking Station	1	EA	-	-
340-AGIK	Safety/Environment and Regulatory Guide (English/French Multi-language)	1	EA	-	-
817-BBBB	Custom Configuration	1	EA	-	-
389-DPGZ	Regulatory Label, FCC	1	EA	-	-
525-BBCL	SupportAssist	1	EA	-	-
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	1	EA	-	-
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	1	EA	-	-
658-BBRB	Waves Maxx Audio	1	EA	-	-
658-BDVK	Dell Power Manager	1	EA	-	-
658-BEGU	Dell Latitude 5501 SRV	1	EA	-	-
658-BEOK	Dell SupportAssist OS Recovery Tool	1	EA	-	-
340-CMGW	Shipping Material Mix Model	1	EA	-	-
389-DQKQ	Intel Core i7 Label for Vpro	1	EA	-	-
340-ACQQ	No Option Included	1	EA	-	-
570-AADK	No Mouse	1	EA	-	-
430-XXYG	No Resource DVD / USB	1	EA	-	-
387-BBNO	ENERGY STAR Qualified	1	EA	-	-
800-BBQN	BTO Standard Shipment (S)	1	EA	-	-
389-BCGW	No UPC Label	1	EA	-	-
750-ABLD	No HD/SSD Filler	1	EA	-	-
321-BEMC	Latitude 5501 Bottom Door	1	EA	-	-
429-AATO	No Removable CD/DVD Drive	1	EA	-	-
470-ADQK	Cable for 6 Cell Battery	1	EA	-	-
975-3461	Dell Limited Hardware Warranty Extended Year(s)	1	EA	-	-
997-8317	Dell Limited Hardware Warranty	1	EA	-	-
997-8328	Onsite/In-Home Service After Remote Diagnosis, 1 Year	1	EA	-	-
997-8334	Onsite/In-Home Service After Remote Diagnosis, 3 Year Extended	1	EA	-	-

DELL EMC

DELL MARKETING L.P.
One Dell Way
Round Rock, TX 78682

FID Number: 74-2616805
For Sales: (800)981-3355
Customer Service: (800)981-3355
Technical Support: (800)981-3355
Dell Online: http://www.dell.com

Invoice

BILL TO:

BENTON COUNTY CENTRAL SERVICES
ACCOUNTS PAYABLE
620 MARKET ST
PROSSER, WA 99350-1300

SHIP TO:

BENTON COUNTY
INFORMATION TECHNOLOGY DEPT
7122 W OKANOGAN PL
STE A 2ND FL IT
KENNEWICK, WA 99336-2359

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES, WHICH GOVERN THIS TRANSACTION
VIEW YOUR ORDER DETAILS ONLINE

Invoice No: 10398747217 **Customer No: 1710002** **Order No: 640927017** **Page 1 of 1**

Purchase Order:	ITD-200608T5	Order Date:	06/09/2020
Payment Terms:	Credit/Deb.Card	Sales Rep:	CHARLES ANGLIN
Invoice Date:	06/09/2020	Shipped Via:	UPS
Contract Number:	C000000010849	Customer Agreement No:	
Waybill Number:	1ZR3Y5840310300843		

Item Number	Description	Qty	Unit	Unit Price	Amount
210-AQBK	**Dell 22 Monitor - P2219H** System Service Tags:72DZT23, 6KCZT23	2	EA	189.19	378.38
814-9381	Dell Limited Hardware Warranty	2	EA	-	-
814-9382	Advanced Exchange Service, 3 Years	2	EA	-	-

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $6 PER ITEM WILL BE ADDED TO INVOICES FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURNS. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUBLIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

	USD
Sub-Total:	$ 378.38
Ship. &/or Handling:	$ 0.00
ENVIRO FEE:	$ 0.00
Taxable: $ 378.38 Non-Taxable: $ 0.00	Tax: $ 32.55
Invoice Total:	$ 410.93
Credit/Deb.Card	$ 410.93
Balance Due:	$ 0.00

DELL EMC

DELL MARKETING L.P.
One Dell Way
Round Rock, TX 78682

FID Number: 74-2616805
For Sales: (800)981-3355
Customer Service: (800)981-3355
Technical Support: (800)981-3355
Dell Online: http://www.dell.com

Invoice

BILL TO:

BENTON COUNTY CENTRAL SERVICES
ACCOUNTS PAYABLE
620 MARKET ST
PROSSER, WA 99350-1300

SHIP TO:

BENTON COUNTY
INFORMATION TECHNOLOGY DEPT
7122 W OKANOGAN PL
STE A 2ND FL IT
KENNEWICK, WA 99336-2359

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES, WHICH GOVERN THIS TRANSACTION
VIEW YOUR ORDER DETAILS ONLINE

Invoice No: 10398747196 **Customer No: 1710002** **Order No: 640923099** **Page 1 of 1**

Purchase Order:	ITD-200608T4	Order Date:	06/09/2020
Payment Terms:	Credit/Deb.Card	Sales Rep:	CHARLES ANGLIN
Invoice Date:	06/09/2020	Shipped Via:	UPS
Contract Number:	C000000010849	Customer Agreement No:	
Waybill Number:	1ZR3Y5840310300503		

Item Number	Description	Qty	Unit	Unit Price	Amount
210-ARIK	**Dell Thunderbolt Dock- WD19TB** System Service Tags:DYLWG23	1	EA	311.09	311.09
824-3985	Advanced Exchange Service, 4 Years	1	EA	-	-
824-3993	Dell Limited Hardware Warranty	1	EA	-	-

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $6 PER ITEM WILL BE ADDED TO INVOICES FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURNS. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUBLIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

USD

Sub-Total:	$	*311.09*
Ship. &/or Handling:	$	*0.00*
ENVIRO FEE:	$	*0.00*
Taxable: $ *311.09* ***Non-Taxable:*** $ *0.00*	***Tax:*** $	*26.75*
Invoice Total:	$	*337.84*
Credit/Deb.Card	$	*337.84*
Balance Due:	$	*0.00*

Benton County
Information Technology
620 Market Street
Prosser, WA 99350

DATE	PO NUMBER
6/8/2020	ITD-200608T4

VENDOR: 271002
DELL MARKETING L.P., C/O DELL USA L.P.
P O BOX 802816
CHICAGO, IL 60680

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

FOB Point: DESTINATION
Terms: AP Net 30
Req Del Date:
Contract No: 2017-355
Special Inst: (PCARD) EL 6 Dell Latitude 5501 XCTO, 12 P2219H Monitors WD19tb Docks, Res 2020-342

Req. No:
Dept: INFORMATION TECHNOLOGY
Contact: BROWN, TIM
Confirming? No

Purchase Order

Quantity	Unit	Description	Unit Price	Ext. Price
1.00		IT/ EL 6 Dell Latitude 5501 XCTO, 12 P2219H Monitors, 1 WD19TB Doc, Res 2020-342, Sales Tax	17,618.68000	17,618.68

Dell 5501 6 @ 2273.68 ea
= 13,642.08 + Tx 1173.24 = 14,815.32

Monitors WD19 TB 12 @ 189.19 ea
= 2270.28 + Tx 195.24 = 2465.52

Docking Station 1 @ 311.09
= 311.09 + Tx 26.75 = 337.84

17,618.68

BILL TO: Benton County Justice Center
7122 W OKANOGAN PL
KENNEWICK, WA 99326

SUBTOTAL	17,618.68
TAX	0.00
FREIGHT	0.00
TOTAL	17,618.68

Account Number	Amount	Account Number	Amount
E 0000101.102.00000.514.410.3508	17,618.68		

RECEIVING COPY

Authorized Signature

Authorized Signature (over $1,000)

DELL EMC

DELL MARKETING L.P.
One Dell Way
Round Rock, TX 78682

FID Number: 74-2616805
For Sales: (800)981-3355
Customer Service: (800)981-3355
Technical Support: (800)981-3355
Dell Online: http://www.dell.com

Invoice

BILL TO:

BENTON COUNTY CENTRAL SERVICES
ACCOUNTS PAYABLE
620 MARKET ST
PROSSER, WA 99350-1300

SHIP TO:

BENTON COUNTY
INFORMATION TECHNOLOGY DEPT
7122 W OKANOGAN PL
STE A 2ND FL IT
KENNEWICK, WA 99336-2359

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES, WHICH GOVERN THIS TRANSACTION
VIEW YOUR ORDER DETAILS ONLINE

Invoice No: 10400683194 **Customer No: 1710002** **Order No: 640923081**

Purchase Order:	ITD-200608T4	Order Date:	06/09/2020
Payment Terms:	Credit/Deb.Card	Sales Rep:	CHARLES ANGLIN
Invoice Date:	06/17/2020	Shipped Via:	FEDERAL EXPRESS
Contract Number:	C000000010849	Customer Agreement No:	
Waybill Number:	461361541001039		

Item Number	Description	Qty	Unit	Unit Price	Amount
210-ASDC	**Dell Latitude 5501 XCTO** System Service Tags:BJ37M33, FKLRW33, DQX6M33, J448M33, 3V98M33, HG37M33	6	EA	2,151.28	12,907.68
379-BDOW	9th Generation Intel Core i7-9850H Processor (6 Core, 12MB Cache, 2.6 GHz, 4.6GHz Turbo, 35W vPro)	6	EA	-	-
619-ANNT	Windows 10 Home 64bit English, French, Spanish	6	EA	-	-
340-CKSZ	No AutoPilot	6	EA	-	-
658-BCSB	Microsoft(R) Office 30 Days Trial	6	EA	-	-
338-BRSF	Intel UHD Graphics 630 with Thunderbolt 3 for Intel 9th Gen Core i7-9850H	6	EA	-	-
631-ACCC	Intel vPro Technology Enabled	6	EA	-	-
370-AECT	16GB, 1x16GB, DDR4 Non-ECC	6	EA	-	-
400-BENB	M.2 256GB PCIe NVMe Class 35 Solid State Drive	6	EA	-	-
340-ADBJ	Thank You for Choosing Dell	6	EA	-	-
391-BELW	15.6" FHD Anti-Glare Non-touch, IR Camera & Mic, WLAN/WWAN Capable, Privacy Shutter	6	EA	122.40	734.40
346-BFHG	DP Palmrest w/ Touch Fingerprint Reader, FIPS Contacted + Contactless Smart Card, NFC, TBT	6	EA	-	-
583-BFBO	Dual Pointing Backlit US English Keyboard	6	EA	-	-
555-BEWG	Intel AX200 2x2 + Bluetooth 5.1 Driver	6	EA	-	-
555-BEWQ	IntelWi-Fi 6 AX200 2x2 .11ax 160MHz, Bluetooth 5.0	6	EA	-	-
556-BBCD	No Mobile Broadband Card	6	EA	-	-
451-BCJI	6 Cell 97Whr ExpressCharge Capable Battery	6	EA	-	-
492-BBXJ	90W AC Power Adapter - 3-pin 7.4mm Barrel	6	EA	-	-
650-AAAM	No Anti-Virus Software	6	EA	-	-
620-AALW	OS-Windows Media Not Included	6	EA	-	-
450-AAEJ	E5 US Power Cord	6	EA	-	-
340-CMGX	Latitude 5501 Quick Start Guide	6	EA	-	-
332-1286	US Order	6	EA	-	-

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $6 PER ITEM WILL BE ADDED TO INVOICES FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURNS. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUBLIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

	USD
Sub-Total:	$ 13,642.08
Ship. &/or Handling:	$ 0.00
ENVIRO FEE:	$ 0.00
Taxable: $ 13,642.08 Non-Taxable: $ 0.00	Tax: $ 1,173.24
Invoice Total:	$ 14,815.32
Credit/Deb.Card	$ 14,815.32
Balance Due:	$ 0.00

DELL EMC

DELL MARKETING L.P.
One Dell Way
Round Rock, TX 78682

FID Number: 74-2616805
For Sales: (800)981-3355
Customer Service: (800)981-3355
Technical Support: (800)981-3355
Dell Online: http://www.dell.com

Invoice

BILL TO:

BENTON COUNTY CENTRAL SERVICES
ACCOUNTS PAYABLE
620 MARKET ST
PROSSER, WA 99350-1300

SHIP TO:

BENTON COUNTY
INFORMATION TECHNOLOGY DEPT
7122 W OKANOGAN PL
STE A 2ND FL IT
KENNEWICK, WA 99336-2359

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES, WHICH GOVERN THIS TRANSACTION
VIEW YOUR ORDER DETAILS ONLINE

Invoice No: 10400683194 **Customer No: 1710002** **Order No: 640923081**

Purchase Order:	ITD-200608T4	Order Date:	06/09/2020
Payment Terms:	Credit/Deb.Card	Sales Rep:	CHARLES ANGLIN
Invoice Date:	06/17/2020	Shipped Via:	FEDERAL EXPRESS
Contract Number:	C000000010849	Customer Agreement No:	
Waybill Number:	461361541001039		

Item Number	Description	Qty	Unit	Unit Price	Amount
460-BBEX	No Carrying Case	6	EA	-	-
452-BBSE	No Docking Station	6	EA	-	-
340-AGIK	Safety/Environment and Regulatory Guide (English/French Multi-language)	6	EA	-	-
817-BBBB	Custom Configuration	6	EA	-	-
389-DPGZ	Regulatory Label, FCC	6	EA	-	-
525-BBCL	SupportAssist	6	EA	-	-
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	6	EA	-	-
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	6	EA	-	-
658-BBRB	Waves Maxx Audio	6	EA	-	-
658-BDVK	Dell Power Manager	6	EA	-	-
658-BEGU	Dell Latitude 5501 SRV	6	EA	-	-
658-BEOK	Dell SupportAssist OS Recovery Tool	6	EA	-	-
340-CMGW	Shipping Material Mix Model	6	EA	-	-
389-DQKQ	Intel Core i7 Label for Vpro	6	EA	-	-
340-ACQQ	No Option Included	6	EA	-	-
570-AADK	No Mouse	6	EA	-	-
430-XXYG	No Resource DVD / USB	6	EA	-	-
387-BBNO	ENERGY STAR Qualified	6	EA	-	-
800-BBQN	BTO Standard Shipment (S)	6	EA	-	-
389-BCGW	No UPC Label	6	EA	-	-
750-ABLD	No HD/SSD Filler	6	EA	-	-
321-BEMC	Latitude 5501 Bottom Door	6	EA	-	-
429-AATO	No Removable CD/DVD Drive	6	EA	-	-
470-ADQK	Cable for 6 Cell Battery	6	EA	-	-
975-3461	Dell Limited Hardware Warranty Extended Year(s)	6	EA	-	-
997-8317	Dell Limited Hardware Warranty	6	EA	-	-
997-8328	Onsite/In-Home Service After Remote Diagnosis, 1 Year	6	EA	-	-
997-8334	Onsite/In-Home Service After Remote Diagnosis, 3 Year Extended	6	EA	-	-
988-5542	Extended Battery Service for Years 2 and 3 of System Life	6	EA	-	-

DELL EMC

DELL MARKETING L.P.
One Dell Way
Round Rock, TX 78682

FID Number: 74-2616805
For Sales: (800)981-3355
Customer Service: (800)981-3355
Technical Support: (800)981-3355
Dell Online: http://www.dell.com

Invoice

BILL TO:

BENTON COUNTY CENTRAL SERVICES
ACCOUNTS PAYABLE
620 MARKET ST
PROSSER, WA 99350-1300

SHIP TO:

BENTON COUNTY
INFORMATION TECHNOLOGY DEPT
7122 W OKANOGAN PL
STE A 2ND FL IT
KENNEWICK, WA 99336-2359

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES, WHICH GOVERN THIS TRANSACTION
VIEW YOUR ORDER DETAILS ONLINE

Invoice No: 10398643250 **Customer No: 1710002** **Order No: 640923107** **Page 1 of 1**

Purchase Order:	ITD-200608T4	Order Date:	06/09/2020
Payment Terms:	Credit/Deb.Card	Sales Rep:	CHARLES ANGLIN
Invoice Date:	06/09/2020	Shipped Via:	UPS
Contract Number:	C000000010849	Customer Agreement No:	
Waybill Number:	1ZR3Y5840310300772		

Item Number	Description	Qty	Unit	Unit Price	Amount
210-AQBK	**Dell 22 Monitor - P2219H** System Service Tags:1FW5V23, 2FW5V23, BHX5V23, 4PX5V23, 45X5V23, 95Y5V23, GYX5V23, 35Y5V23, 74Y5V23, FRY5V23, 1RY5V23, BLY5V23	12	EA	189.19	2,270.28
814-9381	Dell Limited Hardware Warranty	12	EA	-	-
814-9382	Advanced Exchange Service, 3 Years	12	EA	-	-

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $6 PER ITEM WILL BE ADDED TO INVOICES FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURNS. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUBLIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

USD

Sub-Total:	$	2,270.28
Ship. &/or Handling:	$	0.00
ENVIRO FEE:	$	0.00
Taxable: $ 2,270.28 Non-Taxable: $ 0.00	Tax: $	195.24
Invoice Total:	$	2,465.52
Credit/Deb.Card	$	2,465.52
Balance Due:	$	0.00

DELL EMC

DELL MARKETING L.P.
One Dell Way
Round Rock, TX 78682

FID Number: 74-2616805
For Sales: (800)981-3355
Customer Service: (800)981-3355
Technical Support: (800)981-3355
Dell Online: http://www.dell.com

Invoice

BILL TO:

BENTON COUNTY CENTRAL SERVICES
ACCOUNTS PAYABLE
620 MARKET ST
PROSSER, WA 99350-1300

SHIP TO:

BENTON COUNTY
INFORMATION TECHNOLOGY DEPT
7122 W OKANOGAN PL
STE A 2ND FL IT
KENNEWICK, WA 99336-2359

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES, WHICH GOVERN THIS TRANSACTION
VIEW YOUR ORDER DETAILS ONLINE

Invoice No: 10398747209 **Customer No: 1710002** **Order No: 640927009** **Page 1 of 1**

Purchase Order:	ITD-200608T5	Order Date:	06/09/2020
Payment Terms:	Credit/Deb.Card	Sales Rep:	CHARLES ANGLIN
Invoice Date:	06/09/2020	Shipped Via:	UPS
Contract Number:	C000000010849	Customer Agreement No:	
Waybill Number:	1ZR3Y5840310300781		

Item Number	Description	Qty	Unit	Unit Price	Amount
210-ARIK	**Dell Thunderbolt Dock- WD19TB** System Service Tags:71SWG23	1	EA	311.09	311.09
824-3985	Advanced Exchange Service, 4 Years	1	EA	-	-
824-3993	Dell Limited Hardware Warranty	1	EA	-	-

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $6 PER ITEM WILL BE ADDED TO INVOICES FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURNS. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUBLIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

USD

Sub-Total:	$	311.09
Ship. &/or Handling:	$	0.00
ENVIRO FEE:	$	0.00
Taxable: $ 311.09 Non-Taxable: $ 0.00	Tax: $	26.75
Invoice Total:	$	337.84
Credit/Deb.Card	$	337.84
Balance Due:	$	0.00

RESOLUTION 2020 343

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE OF SIX DELL LATITUDE LAPTOPS, SIX DELL THUNDERBOLT DOCKING STATIONS AND TWELVE MONITORS FOR THE ELECTIONS DEPARTMENT FROM DELL INC.

WHEREAS, with the upcoming Primary and General Election duties of Benton County approaching and Governor Inslee's "Stay Home, Stay Healthy" order due to the COVID-19 pandemic, the Elections Department has requested six laptops, six docking stations and twelve monitors to be used for public voting and voter registration services; and

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

WHEREAS, Information Technology has selected Dell workstations and peripherals as a standard for Benton County; and NOW THEREFORE,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with Information Technology's selection and approves the purchase of six Dell Latitude laptops, six Dell thunderbolt docks and twelve Dell monitors from Dell Inc. in an amount not to exceed $16,223.45 excluding Washington State Sales Tax to be paid for using Elections department funds; and

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

Dated this 19 day of May, 2020

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: _____
Clerk of the Board

Orig: Information Technology
cc: Auditor,

Prepared by: R. Heard

eQuote

Savings	$6,844.32
Subtotal (19)	**$16,223.45**
Estimated Shipping	$0.00
Total	**$16,223.45**

Details

Elections 6 laptops, docks and monitors
Quote number # 3000060899015

Created May 11, 2020
Expires June 10, 2020
Created by
robert.heard@co.benton.wa.us
Authorized buyer Robert Heard

Billing

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

Tax exemption
I am not tax exempt

Shipping

Shipping information
Information Technology, Benton County
620 Market St, Prosser, WA, 99350-1300
Phone number: (509) 786-5603
Additional::
central.services@co.benton.wa.us

Delivery method
FREE Standard Delivery

Trade compliance
No, I will not be exporting

Payment method

Customer details

Description

Elections 6 laptops, docks and monitors

Notes

Elections 6 laptops, docks and monitors

Items	Quantity	Unit Price	Item total
Bundle: Latitude 5501 - Build your own			
Latitude 5501 - Build your own	6	$3,343.65	$20,061.90

Discounted unit price: $2,273.68
Estimated Ship Date
May 23, 2020 - May 26, 2020

Premier discount -$6,419.82
Catalog Number: 84 / xctol550115usr

Category	Description	Code	SKU	ID
Dell Latitude 5501	Dell Latitude 5501 XCTO	G23TO97	[210-ASDC]	1
Processor	9th Generation Intel® Core i7-9850H Processor (6 Core, 12MB Cache, 2.6 GHz, 4.6GHz Turbo, 35W vPro)	GWZL02A	[379-BDOW]	146
Operating System	Windows 10 Home, 64-bit, English, French, Spanish	GJYEV6Q	[619-ANNT]	11
Windows AutoPilot	No Windows AutoPilot	GYEO2AP	[340-CKSZ]	291
Office Productivity Software	Microsoft Office 30 Day Trial	GC7OFJV	[658-BCSB]	1002
Graphics	Intel® UHD Graphics 630 with Thunderbolt™ 3 for Intel 9th Gen Core i7-9850H	GYLAR5J	[338-BRSF]	149
Systems Management	Intel vPro Technology Enabled	G7PRZ1H	[631-ACCC]	49
Memory	16GB, 1x16GB, DDR4 Non-ECC	GMH7SGT	[370-AECT]	3
Hard Drive	M.2 256GB PCIe NVMe Class 35 Solid State Drive	GMFYOE2	[400-BENB]	8

Category	Description	Code	SKU	ID
Additional Hard Drive	No Additional Hard Drive	NOAHD	[340-ADBJ]	637
LCD	15.6" FHD (1920 x 1080) Anti-Glare No n-touch, IR Camera & Microphone, WLA N/WWAN Capable	GVB82D5	[391-BELW]	760
PalmRest	Dual Pointing Touch Fingerprint Reade r, Contacted & Contactless SmartCard Reader, Thunderbolt™ 3	G1DPSQE	[346-BFHG]	55
Keyboard	Dual Pointing US English Keyboard Bac klit with 10 Key Numeric Keypad	GY5DTQV	[583-BFBO]	4
Wireless Driver	Intel AX200 2x2 + Bluetooth 5.1 Driver	GV17A52	[555-BEWG]	7
Wireless	Intel® Wi-Fi 6 AX200 2x2 .11ax 160MH z + Bluetooth 5.0	GSN9EK4	[555-BEWQ]	19
Mobile Broadband	No Mobile Broadband Card	GR957IY	[556-BBCD]	114
Primary Battery	6 Cell 97Whr ExpressCharge™ Capable Battery	GSDKH9B	[451-BCJI]	112
Power Supply	90W AC Power Adapter - 3-pin 7.4mm Barrel	GOT1396	[492-BBXJ]	1015
Security Software	No Security Software	NOSS	[650-AAAM]	1014
Operating System Recovery Options	OS-Windows Media Not Included	GLA9OQ1	[620-AALW]	200013
Power Cord	E5 US Power Cord	GPGC259	[450-AAEJ]	20
Placemat	Latitude 5501 Quick Start Guide	GVEK02G	[340-CMGX]	60
Order Information	US No Canada Ship Charge	G3IA0L8	[332-1286]	111
Carrying Cases	No Carrying Case	G3WKGOY	[460-BBEX]	118
Docking Stations	No Docking Station	GJTIBU6	[452-BBSE]	271
Documentation	Safety, Environmental, and Regulatory I nformation (English/French/Multi-lang uage)	G7RB0GY	[340-AGIK]	21
Configuration Type	Custom Configuration	NOFGA	[817-BBBB]	572
Label	Regulatory label, FCC	GL7DVE2	[389-DPGZ]	676
Dell Application Software	Windows System Software	GEWJIK6	[525-BBCL] [640-BBLW] [658-BBMR] [658-BBRB] [658-BDVK] [658-BEGU] [658-BEOK]	1003
Shipping Material	System Shipment, Latitude 5501	GP7AYZM	[340-CMGW]	465
Processor Label	Intel® Core™ i7 Label for Vpro	GR5FXK6	[389-DQKQ]	749
TAA	No TAA	GUSA19Y	[340-ACQQ]	97
Mouse	No Mouse	G8043UZ	[570-AADK]	12
Resource Media	No Resource Media	G5KFAU6	[430-XXYG]	50
ENERGY STAR	ENERGY STAR Qualified	GFORS60	[387-BBNO]	122

Category	Description	Code	SKU	ID
Transportation	Standard Shipment (S)	G7DC6AK	[800-BBQN]	200080
EAN/UPC Labels	No UPC Label	G8WGTYN	[389-BCGW]	292
Hard Drive Cables and Brackets	No HD/SSD Filler	GY5PANO	[750-ABLD]	705
Chassis Options	Latitude 5501 Bottom Door	GBU3FP0	[321-BEMC]	116
Additional Opticals	No Removable CD/DVD Drive	GDCPVR0	[429-AATO]	105
Battery Cable	Cable for 6 Cell Battery	GX9P5EN	[470-ADQK]	1622
Hardware Support Services	4 Years Hardware Warranty with Onsite/In-Home Service after Remote Diagnosis	NBD4	[975-3461] [997-8317] [997-8328] [997-8334]	29
Extended Battery Service	2 Years Extended Battery Service for Years 2 and 3 of System Life	EXTBAT2	[988-5542]	30

Grouped with your Latitude 5501 - Build your own

Dell 22 Monitor - P2219H — 12 — $219.99 — $2,639.88

Discounted unit price: $189.19
Estimated Ship Date
Tuesday, May 12, 2020

Premier discount -$369.60
Catalog Number: 84 / p2219hcc

Category	Description	Code	SKU	ID
Dell 22 Monitor - P2219H	Dell 22 Monitor - P2219H	GGQSDJ8	[210-AQBK]	1
Hardware Support Services	3 Years Advanced Exchange Service	G0N1BI5	[814-9381] [814-9382]	29

Dell Thunderbolt Dock- WD19TB 130w PD — 1 — $365.99 — $365.99

Discounted unit price: $311.09
Estimated Ship Date
Tuesday, May 12, 2020

Premier discount -$54.90
Catalog Number: 84 / wd19tbcc

Category	Description	Code	SKU	ID
Base	Dell Thunderbolt Dock- WD19TB	GXB6NLM	[210-ARIK]	1
Hardware Support Services	4 Years Advanced Exchange Service	GDLKO7Z	[824-3985] [824-3993]	29

Bundle Total: $16,223.45

Savings: $6,844.32

Subtotal (19): $16,223.45

Savings	$6,844.32
Subtotal (19)	**$16,223.45**

Estimated Shipping	$0.00
Total	**$16,223.45**

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

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

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

^**Dell Business Credit:** Offered to business customers by WebBank, Member FDIC, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of $15 or 3% of the new balance shown on the monthly billing statement. Dell and the Dell logo are trademarks of Dell Inc.

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'Subject to applicable law and regulations.

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RESOLUTION 2020 429

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE OF ONE DELL LATITUDE LAPTOP, FIVE DELL DOCKING STATIONS AND TWO DELL MONITORS FOR THE ELECTIONS DEPARTMENT FROM DELL INC.

WHEREAS, with the upcoming Primary and General Election duties of Benton County approaching and Governor Inslee's "Stay Home, Stay Healthy" order due to the COVID-19 pandemic, the Elections Department has requested one laptop, five docking stations and two monitors to be used for the Elections Supervisor and elections; and

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

WHEREAS, Information Technology has selected Dell workstations and peripherals as a standard for Benton County; and NOW THEREFORE,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with Information Technology's selection and approves the purchase of one Dell Latitude laptop, five Dell thunderbolt docks and twelve Dell monitors from Dell Inc. in an amount not to exceed $5,000 excluding Washington State Sales Tax to be paid for using Elections Department funds; and

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

Dated this 30 day of June, 2020

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: _____
Clerk of the Board

Orig: Information Technology
cc: Auditor,

Prepared by: R. Heard

eQuote

Savings	$268.20
Subtotal (5)	**$1,466.75**
Estimated Shipping	$0.00
Total	**$1,466.75**

Details

5 docks for EL laptops
Quote number # 3000062804036

Created June 9, 2020
Expires July 9, 2020
Created by
robert.heard@co.benton.wa.us

Customer details

Billing

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

Tax exemption
I am not tax exempt

Shipping

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

Delivery method
FREE Standard Delivery

Trade compliance
No, I will not be exporting

Payment method

Description

5 docks for EL laptops

Notes

5 docks for EL laptops

Items	Quantity	Unit Price	Item total
Dell Thunderbolt Dock- WD19TB 130w PD Discounted unit price: $293.35 **Estimated Ship Date** Monday, June 22, 2020	5	$346.99	$1,734.95

Premier discount -$268.20

Catalog Number: 84 / wd19tbsap

Category	Description	Code	SKU	ID
Base	Dell Thunderbolt Dock- WD19TB	GXB6NLM	[210-ARIK]	1
Hardware Support Services	3 Years Advanced Exchange Service	GBCO196	[824-3984] [824-3993]	29

Item total: $1,466.75

Savings: $268.20

Subtotal (5): $1,466.75

Savings	$268.20
Subtotal (5)	**$1,466.75**
Estimated Shipping	$0.00
Total	**$1,466.75**

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

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

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

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Inc.

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[1]Subject to applicable law and regulations.

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Cookie Consent

eQuote

Savings	$1,178.79
Subtotal (4)	**$2,946.83**
Estimated Shipping	$0.00
Total	**$2,946.83**

Details

Standard 15 inch laptop dual monitors, dock
Quote number # 3000062627377

Created June 5, 2020
Expires July 5, 2020
Created by
robert.heard@co.benton.wa.us
Authorized buyer Robert Heard

Customer details

Billing

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

Tax exemption
I am not tax exempt

Shipping

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

Delivery method
FREE Standard Delivery

Trade compliance
No, I will not be exporting

Payment method

Description

Standard 15 inch laptop dual monitors, dock

Notes

Standard 15 inch laptop dual monitors, dock

Items	Quantity	Unit Price	Item total
Bundle: Latitude 5501 - Build your own	1	$3,319.65	$3,319.65

Latitude 5501 - Build your own

Discounted unit price: $2,257.36
Estimated Ship Date
June 30, 2020 - July 2, 2020

Premier discount -$1,062.29
Catalog Number: 84 / xctol550115usr

Category	Description	Code	SKU	ID
Dell Latitude 5501	Dell Latitude 5501 XCTO	G23TO97	[210-ASDC]	1
Processor	9th Generation Intel® Core i7-9850H Processor (6 Core, 12MB Cache, 2.6 GHz, 4.6GHz Turbo, 35W vPro)	GWZL02A	[379-BDOW]	146
Operating System	Windows 10 Pro 64bit English, French, Spanish	GF48XA1	[619-AHKN]	11
Windows AutoPilot	No Windows AutoPilot	GYEO2AP	[340-CKSZ]	291
Office Productivity Software	Microsoft Office 30 Day Trial	GC7OFJV	[658-BCSB]	1002
Graphics	Intel® UHD Graphics 630 with Thunderbolt™ 3 for Intel 9th Gen Core i7-9850H	GYLAR5J	[338-BRSF]	149
Systems Management	Intel vPro Technology Enabled	G7PRZ1H	[631-ACCC]	49
Memory	16GB, 1x16GB, DDR4 Non-ECC	GMH7SGT	[370-AECT]	3
Hard Drive	M.2 256GB PCIe NVMe Class 35 Solid State Drive	GMFYOE2	[400-BENB]	8
Additional Hard Drive	No Additional Hard Drive	NOAHD	[340-ADBJ]	637
LCD	15.6" FHD (1920 x 1080) Anti-Glare Non-touch, IR Camera & Microphone, WLAN/WWAN Capable	GVB82D5	[391-BELW]	760

Category	Description	Code	SKU	ID
PalmRest	DP Palmrest, Touch Fingerprint Reader, FIPS Contacted SC Reader, Thunderbolt™ 3	G5LZJ67	[346-BFHL]	55
Keyboard	Dual Pointing US English Keyboard Backlit with 10 Key Numeric Keypad	GY5DTQV	[583-BFBO]	4
Wireless Driver	Intel AX200 2x2 + Bluetooth 5.1 Driver	GV17A52	[555-BEWG]	7
Wireless	Intel® Wi-Fi 6 AX200 2x2 .11ax 160MHz + Bluetooth 5.0	GSN9EK4	[555-BEWQ]	19
Mobile Broadband	No Mobile Broadband Card	GR957IY	[556-BBCD]	114
Primary Battery	6 Cell 97Whr ExpressCharge™ Capable Battery	GSDKH9B	[451-BCJI]	112
Power Supply	130W E5 Type C Power Adapter	GFCD3YE	[492-BCOZ]	1015
Security Software	No Security Software	NOSS	[650-AAAM]	1014
Operating System Recovery Options	OS-Windows Media Not Included	GLA9OQ1	[620-AALW]	200013
Power Cord	E5 US Power Cord	GPGC259	[450-AAEJ]	20
Placemat	Latitude 5501 Quick Start Guide	GVEK02G	[340-CMGX]	60
Order Information	US No Canada Ship Charge	G3IA0L8	[332-1286]	111
Carrying Cases	No Carrying Case	G3WKGOY	[460-BBEX]	118
Docking Stations	No Docking Station	GJTIBU6	[452-BBSE]	271
Documentation	Safety, Environmental, and Regulatory Information (English/French/Multi-language)	G7RB0GY	[340-AGIK]	21

Category	Description	Code	SKU	ID
Configuration Type	Custom Configuration	NOFGA	[817-BBBB]	572
Label	Regulatory label, FCC	GL7DVE2	[389-DPGZ]	676
Dell Application Software	Windows System Software	GEWJIK6	[525-BBCL] [640-BBLW] [658-BBMR] [658-BBRB] [658-BDVK] [658-BEGU] [658-BEOK]	1003
Shipping Material	System Shipment, Latitude 5501	GP7AYZM	[340-CMGW]	465
Processor Label	Intel® Core™ i7 Label for Vpro	GR5FXK6	[389-DQKQ]	749
TAA	No TAA	GUSA19Y	[340-ACQQ]	97
Mouse	No Mouse	G8043UZ	[570-AADK]	12
Resource Media	No Resource Media	G5KFAU6	[430-XXYG]	50
ENERGY STAR	ENERGY STAR Qualified	GFORS60	[387-BBNO]	122
Transportation	Standard Shipment (S)	G7DC6AK	[800-BBQN]	200080
EAN/UPC Labels	No UPC Label	G8WGTYN	[389-BCGW]	292
Hard Drive Cables and Brackets	No HD/SSD Filler	GY5PANO	[750-ABLD]	705
Chassis Options	Latitude 5501 Bottom Door	GBU3FP0	[321-BEMC]	116
Additional Opticals	No Removable CD/DVD Drive	GDCPVR0	[429-AATO]	105
Battery Cable	Cable for 6 Cell Battery	GX9P5EN	[470-ADQK]	1622

Category	Description	Code	SKU	ID
Hardware Support Services	4 Years Hardware Warranty with Onsite/In-Home Service after Remote Diagnosis	NBD4	[975-3461] [997-8317] [997-8328] [997-8334]	29

Grouped with your Latitude 5501 - Build your own

Dell 22 Monitor - P2219H — 2 — $219.99 — $439.98

Discounted unit price: $189.19
Estimated Ship Date
Monday, June 22, 2020

Premier discount — -$61.60
Catalog Number: 84 / p2219hcc

Category	Description	Code	SKU	ID
Dell 22 Monitor - P2219H	Dell 22 Monitor - P2219H	GGQSDJ8	[210-AQBK]	1
Hardware Support Services	3 Years Advanced Exchange Service	G0N1BI5	[814-9381] [814-9382]	29

Dell Thunderbolt Dock- WD19TB 130w PD — 1 — $365.99 — $365.99

Discounted unit price: $311.09
Estimated Ship Date
Monday, June 22, 2020

Premier discount — -$54.90
Catalog Number: 84 / wd19tbcc

Category	Description	Code	SKU	ID

Category	Description	Code	SKU	ID
Base	Dell Thunderbolt Dock- WD19TB	GXB6NLM	[210-ARIK]	1
Hardware Support Services	4 Years Advanced Exchange Service	GDLKO7Z	[824-3985] [824-3993]	29

Bundle Total: $2,946.83

Savings: $1,178.79

Subtotal (4): $2,946.83

Savings	$1,178.79
Subtotal (4)	**$2,946.83**
Estimated Shipping	$0.00
Total	**$2,946.83**

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

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COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 26, 2021
Subject:	Approving the Collaboration Upgrade and Migration Statement of Work from CompuNet Inc.
Presenter:	
Prepared By:	Alex Garcia
Reviewed By:	Robert Heard

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

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

Summary / Background Information

On December 8, 2020, the Board approved Resolution 2020-929 allowing IT to purchase servers and phones to upgrade the County's existing voice system, Cisco Call Manager. With the County's recent move to Cisco WebEx and the complexities involved in integrating both WebEx and Cisco Call Manager, IT has asked CompuNet the County's preferred Cisco professional experts to help IT complete upgrading the County's current Cisco Call Manager from version 11 to version 12. Upgrades to the County Cisco Call Manager voice system requires work to be completed in IT's virtual environment as well as help with deploying 776 phones. CompuNet has prepared a Statement of Work (SOW) that provides professionally driven objectives to help IT's staff complete this upgrade with minimal disruption to County services. CompuNet is a State approved vendor, WA, NASPO AR233(14-19) 01114.

CompuNet's Scope of Work has been reviewed and approved as to form by the Prosecuting Attorney's Office, Civil Division.

Fiscal Impact

Amount: **$26,880 excluding WSST.**

Fund: **Department of Information Technology approved 2021-2022 budget.**

Recommendation

Information Technology recommends that the Board approves the Collaboration Upgrade and Migration State of Work from CompuNet Inc. in an amount not to exceed $26,880 excluding WSST.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE COLLABORATION UPGRADE AND MIGRATION STATEMENT OF WORK FROM COMPUNET, INC.

WHEREAS, on December 8, 2020, the Board signed Resolution 2020-929 allowing IT to purchase servers and phones to upgrade the County's existing voice system, Cisco Call Manager; and

WHEREAS, with the County's recent move to Cisco WebEx and the complexities involved in integrating both WebEx and Cisco Call Manager, Information Technology has asked CompuNet a Washington State approved vendor, WA, NASPO AR233(14-19) 01114 to create an upgrade and migration plan to transition the County from Cisco Call Manager Version 11 to Call Manager's latest version; and

WHEREAS, CompuNet has created a Statement of Work (SOW) with professional driven objectives to help Information Technology complete this upgrade with minimal disruption to County services; and

WHEREAS, Information Technology has reviewed and approves CompuNet's Collaboration Upgrade and Migration Statement of Work which includes setting up a new voice virtual environment and help deploying 776 IP phones; and

WHEREAS, Information Technology recommends that the Board of Benton County Commissioners approve CompuNet's Statement of Work; and

WHEREAS, CompuNet's Collaboration Upgrade and Migration Statement of Work has been reviewed and approved as to from by the Prosecuting Attorney's Office, Civil Division; NOW THEREFORE,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with Information Technology's recommendation and authorizes the Chairman of the Board to approve the Collaboration Upgrade and Migration Statement of Wok from CompuNet, Inc. in an amount not to exceed $28,800 excluding Washington State Sales Tax using Information Technology budgeted funds.

Dated this 26 day of January , 2021

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners
of Benton County, Washington

Attest:
Clerk of the Board

Orig: Information Technology
cc: Auditor

Prepared by: A. Garcia

Robert Heard

From: Eric Andrews
Sent: Friday, January 15, 2021 1:46 PM
To: Robert Heard
Cc: Alex Garcia
Subject: RE: Collaboration_Upgrade_and_Migration_.pdf

This agreement is approved as to form.
R/

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

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

From: Robert Heard <Robert.Heard@co.benton.wa.us>
Sent: Friday, January 15, 2021 7:11 AM
To: Eric Andrews <Eric.Andrews@co.benton.wa.us>
Cc: Alex Garcia <Alex.Garcia@co.benton.wa.us>
Subject: FW: Collaboration_Upgrade_and_Migration_.pdf

Eric,
Good morning. I know that you and Robert B. have talked and as stated by Robert B. IT is going to keep purchasing items in the same manner as it has in the past. With that said, have you reviewed Compunet's SOW? Do you have any questions?

Robert

From: Robert Heard
Sent: Friday, January 8, 2021 11:50 AM
To: Eric Andrews <Eric.Andrews@co.benton.wa.us>
Subject: Collaboration_Upgrade_and_Migration_.pdf

Eric,
Attached is an SOW from CompuNet that reviews the work they will complete when upgrading the County's video and voice system. I've also sent this off to the new Procurement Department as I would like to know how that department intends to handle these types of agreements in the future. Let me know what you think. I look forward to your reply.

Robert

Collaboration Upgrade and Migration

Prepared For: Robert Heard
Prepared By: Jim Sweeden, Jared DeJong, Kim Turpin-Aker, Mitchell Peterson

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www.compunet.biz
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ENGAGEMENT SUMMARY

This Statement of Work ("SOW") is made as of 12/15/2020 (the "Effective Date") by and between Benton County ("Client") and CompuNet, Inc. This SOW is made a part of and is subject to the Terms and Conditions (Appendix A). Collectively, this SOW, and Appendix A are referred to as the "Agreement." CompuNet, Inc. will provide services to Client under this Agreement as further described below.

Overview Of Services

Executive Summary

Client currently has a Cisco Unified Communications Solution that is behind on software versions. The County wants CompuNet to upgrade the Collaboration products and migrate to new hardware.

Location

Work will be completed off site and as needed at the following Client locations:

Benton County
7122 W. Okanogan Place Building A
Kennewick, WA 99336

Engagement Timeline

Project work is estimated to begin 01/25/2021 and is estimated to be completed by 02/22/2021. Work schedule will be driven by the schedules and availability of critical personnel.

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SERVICE & DELIVERABLES

Phase 1: Upgrade

The Cisco solution is currently running older versions of software. Upgrading this software will ensure that the latest security and feature set is available. This upgrade is a Refresh Upgrade. This type of upgrade requires that the server be rebooted multiple times during the process. Redundant servers will carry the load, but it is a very disruptive process. It is highly recommended that these upgrades occur during a planned outage. Just prior to beginning the upgrade, Disaster Recovery backups will be performed. The steps to follow are as follows:

Call Manager

- Initiate upgrade on the publisher node.
    - Validate that devices reregister and that redundancy strategies are working.
    - Finish upgrading and rebooting the publisher to the old version.
- Initiate upgrade on subscriber
    - Validate that devices reregister and that redundancy strategies are working.
    - Finish upgrading and rebooting the subscriber to the old version.
- Validate that database replication is active and in sync.
- Initiate switch-version on the publisher node.
- Initiate switch-version on the subscriber node.
- Validate services are started and servers are fully operational.
- Validate that database replication is active and in sync.
- Validate that all phones receive the new firmware.
- Perform call through test plan to validate successful upgrade.

IM and Presence

- Turn of High Availability on the Presence cluster.
- After the Call Manager publisher upgrade is completed, initiate the upgrade on the IM&P publisher.
- Finish upgrading and reboot the IM&P publisher to the old version.
- Initiate upgrade on IM&P subscriber.
- Finish upgrading and reboot the IM&P subscriber to the old version.
- Validate that database replication is setup and in sync
- Initiate switch-version on the publisher node.
- Initiate switch-version on the subscriber node.
- Validate services are started and servers are fully operational.
- Validate that database replication is active and in sync.
- Reactivate High Availability.

Unity Connection

- Initiate the upgrade on the Unity Connection publisher.
    - This does not require CCM publisher to be upgraded first.

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- Can be ran simultaneously with CCM publisher upgrade.
- Finish upgrading and reboot the Unity Connection publisher to the old version.
- Initiate upgrade on Unity Connection subscriber.
- Finish upgrading and reboot the Unity Connection subscriber to the old version.
- Validate that database replication is setup and in sync
- Initiate switch-version on the publisher node.
- Initiate switch-version on the subscriber node.
- Validate services are started and servers are fully operational.
- Validate that database replication is active and in sync.
- Validate that the cluster shows redundancy and active ports

Contact Center Express

- Initiate the upgrade on the CCX publisher.
- Finish upgrading and reboot the CCX publisher to the old version.
- Initiate upgrade on CCX subscriber.
- Finish upgrading and reboot the CCX subscriber to the old version.
- Validate that database replication is setup and in sync
- Initiate switch-version on the publisher node.
- Initiate switch-version on the subscriber node.
- Validate services are started and servers are fully operational.
- Validate that database replication is active and in sync.
- Validate that CTI Route Points are registered in CCM
- Perform call test plan for CCX Applications.

Emergency Responder

- Initiate the upgrade on the CER publisher.
- Finish upgrading and reboot the CER publisher to the old version.
- Initiate upgrade on CER subscriber.
- Finish upgrading and reboot the CER subscriber to the old version.
- Validate that database replication is setup and in sync
- Initiate switch-version on the publisher node.
- Initiate switch-version on the subscriber node.
- Validate services are started and servers are fully operational.
- Validate that database replication is active and in sync.
- Validate that CTI Route Points are registered in CCM
- Perform call test plan for 911.

Maintenance Requiring Change Management

This engagement may require a maintenance window. Dates and times of this maintenance window will be determined by project schedules and the client’s change management process.

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PROFESSIONAL FEES

Pricing for the proposed scope of work is as follows:

Service Fees	Extended Amount
Total Service Fees	$26,880.00
Estimated Expenses	$0.00
Total Service Fees & Estimated Expenses	$26,880.00

This is a fixed - fee engagement.

Travel & Expenses

CompuNet, Inc. will bill Client for expenses in conjunction with this Statement of Work at actual cost.

Amendments

This SOW may only be changed by a written amendment executed by an authorized representative of each party. The amendment must expressly refer to the SOW being amended; no amendment is binding or effective until it is completed by an authorized officer of each party as provided herein.

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COMPUNET TEAM & RESPONSIBILITIES

The following contractor resources will be dedicated to this project:

Mitchell Peterson
Account Manager
(509) 795-8255
mpeterson@compunet.biz

Jim Sweeden
Senior Systems Engineer
(509) 795-8272
jsweeden@compunet.biz

Jared DeJong
Senior Systems Engineer
(509) 795-8261
jdejong@compunet.biz

Kim Turpin-Aker
Project Manager
(509) 795-8273
kturpin@compunet.biz

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CLIENT ACCEPTANCE

Pricing is effective if Statement of Work is signed by 01/14/2021.

Client authorizes CompuNet to deliver consulting services under the terms defined in this Statement of Work. In addition, you hereby represent that the signatory below is duly authorized to execute this Agreement on Client's behalf. The Effective Date of the Agreement is the date of last signature below.

For: Benton County	For: CompuNet, Inc.
By:	By:
Name: Jerome Delvin	Name:
Title: Chairman, Board of Benton County Commissioners	Title:
Date Signed:	Date Signed:
Notice Address: P.O. Box 608 Prosser, WA 99350 Attn: Robert Heard	Notice Address: 1326 N. Whitman Ln Liberty Lake, WA 99019 Attn: Tom McFarlin
Customer PO: _____	

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APPENDIX A: TERMS & CONDITIONS

- CompuNet will require access to facilities and Client owned network equipment on an "as needed" basis and during regular business hours only. Should access be needed outside of standard business hours, prior arrangements must be made with both a CompuNet associate and the Client.
- Time and expense work is billed on a monthly basis for the actual hours and expenses incurred.
- CompuNet contract services invoiced as Net 30 unless other arrangements are agreed upon prior to sign off of this contract.
- CompuNet will make prior arrangements with the appropriate Client IT onsite staff to be available as needed during the installation.
- CompuNet provides appropriate personnel to perform the services specified in the Project Scope section above.
- Client will designate a single point of contact (Project Manager) for all matters relating to this engagement.
- Client will provide required access to facilities and network equipment, both physical and remote, as needed for a successful engagement by the CompuNet engineer.
- Client will provide all existing configurations and pertinent network diagrams prior to installation.
- Services to be performed during normal business hours (8:00 AM to 5:00 PM, local time), Mon - Fri, unless Client policies require off-hours deployment, in which case such time will be scheduled with CompuNet engineer.
- Custom configuration work and training can be provided outside the scope of this engagement on a time & expense basis.
- Training and shadowing will be provided to assigned Client IT staff during implementation process.
- Upon project completion, Client sign off is required to indicate acceptance that the scope of work has been completed.
- Any additions or changes to this Statement of Work must be mutually agreed upon by CompuNet and Client in a separate CompuNet Statement of Work detailing the proposed changes, the impact of the proposed change on pricing and schedule, and other relevant terms. Depending on the scope of such additions or changes, Client may be required to agree to CompuNet's then-current standard terms and conditions for professional services. Such changes include, but are not limited to:
    - Any additional hardware configuration not listed in this document.
    - Modification of the Client's application software.
    - Development of custom solutions including scripting.

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COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 26, 2020
Subject:	Approving the Purchase of 6 Dell PowerEdge R740 Servers from Dell Inc.
Presenter:	
Prepared By:	Alex Garcia
Reviewed By:	Robert Heard

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

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

Summary / Background Information

On June 11, 2013, per Resolution 2013-430 Benton County purchased Cisco 8 UCS B200 M3 blade servers with capital funds and were included into Central Services Replacement Fund (0132101). The blade servers handled our voice and virtual machine environment. That equipment is at the end of the product's life cycle with support ending in December 2021. IT has researched other products that will continue to provide and improve the County's virtual environment. Dell PowerEdge R740 servers are a great fit that will help reduce the complexity of the County's network and future proof the services as networking standards are continually changing. Per resolution 2020-1015, IT has also decided to move to VMware for the virtual environment and the Dell R740 servers were recommended by CompuNet, IT's State approved preferred professional networking and virtualization experts. The Dell R740 servers are less complex than IT's current environment, handle faster connection speeds, and will continue to handle the County's reliability on virtual machine growth.

Dell PowerEdge R740 servers will be purchased from Dell, an authorized Washington State vendor under NASPO ValuePoint's Computer Equipment Contract, Dell Marketing, L.P. Contract #05815-003.

Fiscal Impact

Amount: **$88,206.60 excluding WSST.**

Fund: **Information Technology's approved 2021-2022 Central Services Replacement Funds.**

Recommendation

Information Technology recommends that the Board approves the purchase of 6 Dell PowerEdge Servers to replace Cisco UCS B200 M3 blade servers. All equipment purchased will be added to Central Services Replacement Fund (0132-101).

Suggested Motion

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE OF 6 DELL POWEREDGE R740 SERVERS FROM DELL INC.

WHEREAS, on June 11, 2013, per Resolution 2013-430, under Quote CERQ49049 the County initially purchased 8 Cisco UCS Blade servers for the County's virtual and telephony networks; and

WHEREAS, Cisco UCS blade servers are approaching the end of the product's life cycle and product support is ending in December 2021; and

WHEREAS, since 2013, Information Technology has expanded the virtual environment reducing costs while increasing Information Technology's ability to create business solutions that are efficient, flexible, and scalable; and

WHEREAS, IT has researched other products that will continue to improve the County's virtual environment; and

WHEREAS, Dell PowerEdge R740 servers were recommended by CompuNet, Inc. Information Technology's State approved vendor who provides professional networking and virtualization services to the County; and

WHEREAS, Dell PowerEdge R740 servers are compatible with VMware (Resolution 2020-1015) and allow for future growth of the County's virtual environment; and

WHEREAS, a quote was created from Dell Inc., Washington State Contract #05815-003 NASPO ValuePoint master contract pricing; NOW THEREFORE,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with Information Technology's recommendation and authorizes the Chairman of the Board to approve the purchase of 6 Dell PowerEdge R740 Servers in an amount not to exceed $88,206.60 excluding Washington State Sales Tax using budgeted Central Services Replacement Funds; and

BE IT FURTHER RESOLVED, purchased Dell PowerEdge R740 servers will be placed in Central Services Replacement Fund (0132101).

Dated this 26 day of January , 2021

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

Orig: Information Technology
cc: Auditor

Prepared by: A. Garcia

A quote for your consideration.

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

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

Quote No.	**3000076821577.1**	Sales Rep	Jesse Ramirez
Total	**$95,792.39**	Phone	(800) 456-3355, 6180044
Customer #	1710002	Email	Jesse_Ramirez@Dell.com
Quoted On	Jan. 13, 2021	**Billing To**	ACCOUNTS PAYABLE BENTON COUNTY CENTRAL SERVICES 620 MARKET ST PROSSER, WA 99350-1300
Expires by	Feb. 12, 2021		
Solution ID	13605313		
Deal ID	21297816		

Message from your Sales Rep

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

Regards,
Jesse Ramirez

Shipping Group

Shipping To

ALEX GARCIA
BENTON COUNTY CENTRAL SERVICES
620 MARKET ST
PROSSER, WA 99350-1300
(509) 222-3742

Shipping Method

Standard Delivery

Product	Unit Price	Qty	Subtotal
PowerEdge R740 - [AMER_R740_12248]	**$14,701.10**	**6**	**$88,206.60**

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

Subtotal:	**$88,206.60**
Shipping:	**$0.00**
Estimated Tax:	**$7,585.79**
Total:	**$95,792.39**

Consult your DFS rep. Special lease pricing may be available.

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

Shipping Group Details

Shipping To

ALEX GARCIA
BENTON COUNTY CENTRAL SERVICES
620 MARKET ST
PROSSER, WA 99350-1300
(509) 222-3742

Shipping Method

Standard Delivery

		Qty	Subtotal
PowerEdge R740 - [AMER_R740_12248]	**$14,701.10**	**6**	**$88,206.60**

Estimated delivery if purchased today:
Feb. 02, 2021
Contract # C000000181093
Customer Agreement # MHEC-07012015

Description	SKU	Unit Price	Qty	Subtotal
PowerEdge R740 Server	210-AKXJ	-	6	-
PowerEdge R740/R740XD Motherboard	329-BEIK	-	6	-
Trusted Platform Module 2.0	461-AAEM	-	6	-
Chassis with up to 8 x 2.5" SAS/SATA Hard Drives for 2CPU Configuration	321-BCSM	-	6	-
PowerEdge R740 Shipping	340-BLKS	-	6	-
PowerEdge R740 Shipping Material	340-CORZ	-	6	-
PowerEdge R740 CE, CCC, BIS Marking	389-DSWP	-	6	-
Intel Xeon Gold 6244 3.6G, 8C/16T, 10.4GT/s, 24.75M Cache, Turbo, HT (150W) DDR4-2933	338-BSHH	-	6	-
Intel Xeon Gold 6244 3.6G, 8C/16T, 10.4GT/s, 24.75M Cache, Turbo, HT (150W) DDR4-2933	338-BSHH	-	6	-
Additional Processor Selected	379-BDCO	-	6	-
Standard 2U Heatsink	412-AAIR	-	6	-
Standard 2U Heatsink	412-AAIR	-	6	-
3200MT/s RDIMMs	370-AEVR	-	6	-
Performance Optimized	370-AAIP	-	6	-
RAID 1	780-BCDN	-	6	-
PERC H730P RAID Controller, 2GB NV Cache, Adapter, Low Profile	405-AAOE	-	6	-
BOSS controller card + with 2 M.2 Sticks 240G (RAID 1),FH	403-BCHP	-	6	-
No Operating System	619-ABVR	-	6	-
iDRAC9,Enterprise	385-BBKT	-	6	-
OpenManage Enterprise Advanced	528-BIYY	-	6	-
iDRAC Group Manager, Disabled	379-BCQY	-	6	-
iDRAC,Factory Generated Password	379-BCSF	-	6	-
Riser Config 4, 3x8, 4 x16 slots	330-BBHH	-	6	-
Broadcom 5720 Quad Port 1GbE BASE-T, rNDC	540-BBBW	-	6	-
IDSDM and Combo Card Reader	385-BBLE	-	6	-
Redundant SD Cards Enabled	385-BBCF	-	6	-
64GB microSDHC/SDXC Card	385-BBKI	-	6	-

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

64GB microSDHC/SDXC Card	385-BBKI	-	6	-
No Internal Optical Drive	429-ABBJ	-	6	-
6 Performance Fans forR740/740XD	384-BBPZ	-	6	-
Dual, Hot-plug, Redundant Power Supply (1+1), 750W	450-AJSC	-	6	-
PowerEdge 2U Standard Bezel	325-BCHU	-	6	-
Dell EMC Luggage Tag	350-BBKG	-	6	-
No Quick Sync	350-BBJV	-	6	-
Performance BIOS Settings	384-BBBL	-	6	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	6	-
ReadyRails Sliding Rails With Cable Management Arm	770-BBBR	-	6	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	6	-
Declined Remote Consulting Service	973-2426	-	6	-
Dell Hardware Limited Warranty Plus On-Site Service	813-9119	-	6	-
ProSupport: Next Business Day On-Site Service After Problem Diagnosis, 7 Years	813-9128	-	6	-
ProSupport: 7x24 HW/SW Technical Support and Assistance, 7 Years	813-9144	-	6	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	6	-
On-Site Installation Declined	900-9997	-	6	-
64GB RDIMM, 3200MT/s, Dual Rank	370-AEVP	-	72	-
240GB SSD SATA Mixed Use 6Gbps 512e 2.5in Hot Plug S4610 Drive	400-BDSS	-	12	-
No Media Required	421-5736	-	6	-
Broadcom 57414 Dual Port 10/25GbE SFP28 Adapter, PCIe Full Height	540-BBUJ	-	12	-
Dell Networking, Cable, SFP28 to SFP28, 25GbE, Passive Copper Twinax Direct Attach Cable, 3 Meter	470-ACEV	-	24	-
Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	450-AALV	-	12	-

Subtotal:	**$88,206.60**
Shipping:	**$0.00**
Estimated Tax:	**$7,585.79**
Total:	**$95,792.39**

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

Important Notes

Terms of Sale

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

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

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

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

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

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

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

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

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

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

RESOLUTION 2013 430

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE PURCHASE OF EQUIPMENT AND SERVICES NEEDED TO REPLACE EXISTING VOICE SYSTEM FROM CERIUM NETWORKS INC. OFF WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES MASTER CONTRACT #T12-MST-642.

WHEREAS, per Resolution 09-858, 11-812, and 2012-833, Benton County and the State of Washington, Department of Enterprise Services entered into an Intergovernmental Agreement with the State Purchasing Cooperative for the purpose of governmental purchasing activity; and

WHEREAS, Washington State Department of Enterprise Services Master Contract #T12-MST-642 allows Cerium to resell Cisco equipment and associated hardware necessary for replacement of our voice network; and

WHEREAS, It is in the best interest of Benton County to replace the existing voice system by March, 2014; and

WHEREAS, Central Services recommends purchasing the equipment and professional services as outlined in Quote CERQ48672, CERQ49048, CERQ49049 and CERQ49050 from Cerium Networks, Inc.; NOW, THEREFORE,

BE IT RESOLVED, that the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with Central Services' recommendation and approves the purchase of equipment and services from Cerium Networks, Inc. off the Washington State Department of Enterprise Services Master Contract #T12-MST-642 in an amount not to exceed $1,435,634.99 plus WSST, for the purchase of equipment, associated hardware and professional services for the replacement of our voice system; and

BE IT FURTHER RESOLVED, the Board authorizes the Chairman to sign the attached Purchase Order Agreement

Dated this 11 day of June, 2013

Chairman of the Board

Member

Member

Attest: Clerk of the Board

Constituting the Board of County Commissioners
of Benton County, Washington

Orig: Central Services
cc: Auditor, Rosemary O.

Prepared by: T. Holmes

PURCHASE AGREEMENT
Benton County, Washington

Benton County is a political subdivision, with its principal offices located at 620 Market Street, Prosser, WA 99350

COUNTY RESOLUTION No. 2013-430
This resolution number must appear on all invoices, packing slips, packages, correspondence, etc.

VENDOR: Cerium Networks, Inc.
VENDOR CODE: 216610
VENDOR CONTACT: Todd Jones, Account Executive
VENDOR CONTACT PHONE: 509-734-6675
VENDOR ADDRESS: 320 N. Johnson, Suite 250 Kennewick, WA 99336
TYPE OF PURCHASE: Data Communication Equipment Contract #T12-MST-642

AGREEMENT:
In exchange for the consideration identified herein, the Vendor agrees to sell the following goods to Benton County under the terms described.

SHIP TO:	BILL TO:	REMIT TO:
Benton County Central Services 7122 W. Okanogan Pl. Bldg. C Kennewick, WA 99336 Atten: Kenneth Denn	Benton County Central Services 620 Market Street Prosser, WA 99350	1636 W. 1st Avenue, Spokane, WA 99201

Line	Model	Description	Est Qty	Unit Price	
1		Quote # CERQ48672			$475,322.42
2		Quote # CERQ49048			$131,164.64
3		Quote # CERQ49049			$305,582.22
4		Quote # CERQ49050			$516,628.24
		(Lines 1 through 4 are attached as composite Exhibit B)		Subtotal	$1,428,697.52
				Freight	$6937.47
				W.S.S.T.(8.3%)	$119,157.70
				Total	$1,554,792.69

The term of this Contract shall begin immediately upon both the execution of this Contract by both parties and delivery confirmation acceptance of the equipment by the County. This Contract shall expire upon the completion of the installation, setup, and configuration of the items listed in composite Exhibit B which shall be completed by the Vendor no later than March 1, 2014.

Equipment (hardware/software) invoiced net 30 upon Delivery, Remaining items Net 30 following Project Completion

This Purchase Agreement incorporates by reference all terms and conditions of Washington State Department of Enterprise Services Master Contract #T12-MST-642 (copy attached hereto as Exhibit A), as well as the pricing, equipment, and services as provided in composite Exhibit B.

Vendor's signature on this Purchase Agreement certifies acceptance of this Agreement and all terms and conditions, and supersedes any conflicting terms.
In case of conflict, the order of precedence is:
1. Washington State Department of Enterprise Services Master Contract #T12-MST-642
2. This Purchase Agreement.

QUESTIONS AND CLARIFICATIONS SHOULD BE ADDRESSED TO BUYER CONTACT:

Contact: Kenneth Denn, Benton County Central Services
Title: Supervisor
Address: 7122 W. Okanogan Pl. Bldg. C
Kennewick, WA 99336
Phone: (509) 737-3523
Fax: (509) 736-2737

Approved as to Form
(Civil Deputy Prosecutor) _____

By signing in the space provided, the parties hereby acknowledge the following:

1) The person executing this Agreement is authorized to enter into and undertake contractual financial obligations on behalf of his/her party;
2) The person executing this Agreement is authorized to do so by his/her party;
3) The parties agree that they shall be bound by facsimile or electronic copies of Agreements (including purchase orders) and further agree that such copies shall constitute the original agreement(s) for all purposes.

Vendor Name : William Junkermier Title: Vice President, Finance Date: 6/5/13

Vendor Signature: _____

Chairman
Benton County
Board of Commissioners: _____ Date: 6-11-2013

Member
Benton County
Board of Commissioners: _____

Member
Benton County
Board of Commissioners: _____

Constituting the Board
of County Commissioners
of Benton County (Clerk): _____

Cerium Networks
1636 West 1st Avenue
Spokane, WA 99201
800-217-0933
csc@ceriumnetworks.com

PURCHASE QUOTE

Project #	CERQ49048
Date	06/04/13
Sales Rep.	Todd Jones

tjones@ceriumnetworks.com

Kennewick Location:
320 N Johnson St # 250
Kennewick, WA 99336-2984
509-734-6675

Sold To:

Benton County - HQ
Kenneth Denn
620 Market Street
Prosser, WA 99350

Ship To:

Benton County - HQ
Kenneth Denn
620 Market Street
Prosser, WA 99350

Cisco Data Infrastructure/UC Project - Phase 1 - Cisco Core Infrastructure

Ln #	Qty	Description	Purchase Price/Unit	Purchase Price/Total
1		**Justice Center Core:**		
2	2	Catalyst 4500-X 16 Port 10G IP Base, Front-to-Back, No P/S	$9,904.00	$19,808.00
3	2	Catalyst 4500X Network Module Blank	$0.00	$0.00
4	2	Catalyst 4500X 750W AC front to back cooling power supply	$1,238.00	$2,476.00
5	2	Catalyst 4500X 750W AC front to back cooling 2nd PWR supply	$1,238.00	$2,476.00
6	4	Cabinet Jumper Power Cord, 250 VAC 13A, C14-C15 Connectors	$0.00	$0.00
7	2	CAT4500-X Universal Crypto Image	$0.00	$0.00
8	2	IP Base to Ent. Services license for 16 Port Catalyst 4500-X	$2,476.00	$4,952.00
9	2	10GBASE-CU SFP+ Cable 1 Meter	$92.85	$185.70
10	2	Catalyst 4500 4GB USB device for Sup7-E	$309.50	$619.00
11	2	SMARTNET 24X7X4 Catalyst 4500-X 16 Port 10G IP Base, Fro	$1,555.20	$3,110.40
12	6	10GBASE-LRM SFP Module	$801.61	$4,809.66
13	2	10GBASESR SFP Module	$926.90	$1,853.80
14	2	10GBASE-CU SFP+ Cable 3 Meter	$129.99	$259.98
15	4	10GBASE-CU SFP+ Cable 5 Meter	$160.94	$643.76
16		**Prosser Courthouse:**		
17	2	Catalyst 4500-X 16 Port 10G IP Base, Front-to-Back, No P/S	$9,904.00	$19,808.00
18	2	Catalyst 4500X Network Module Blank	$0.00	$0.00
19	2	Catalyst 4500X 750W AC front to back cooling power supply	$1,238.00	$2,476.00
20	2	Catalyst 4500X 750W AC front to back cooling 2nd PWR supply	$1,238.00	$2,476.00
21	4	Cabinet Jumper Power Cord, 250 VAC 13A, C14-C15 Connectors	$0.00	$0.00
22	2	CAT4500-X Universal Crypto Image	$0.00	$0.00
23	2	IP Base to Ent. Services license for 16 Port Catalyst 4500-X	$2,476.00	$4,952.00
24	2	10GBASE-CU SFP+ Cable 1 Meter	$92.85	$185.70
25	2	Catalyst 4500 4GB USB device for Sup7-E	$309.50	$619.00
26	2	SMARTNET 24X7X4 Catalyst 4500-X 16 Port 10G IP Base, Fro	$1,555.20	$3,110.40

Ln #	Qty	Description	Purchase Price/Unit	Purchase Price/Total
27	2	10GBASE-CU SFP+ Cable 3 Meter	$129.99	$259.98
28	4	10GBASE-CU SFP+ Cable 5 Meter	$160.94	$643.76
29	2	GE SFP LC connector SX transceiver	$309.50	$619.00
30		**Kennewick Annex:**		
31	2	Catalyst 4500-X 16 Port 10G IP Base, Front-to-Back, No P/S	$9,904.00	$19,808.00
32	2	Catalyst 4500X Network Module Blank	$0.00	$0.00
33	2	Catalyst 4500X 750W AC front to back cooling power supply	$1,238.00	$2,476.00
34	2	Catalyst 4500X 750W AC front to back cooling 2nd PWR supply	$1,238.00	$2,476.00
35	4	Cabinet Jumper Power Cord, 250 VAC 13A, C14-C15 Connectors	$0.00	$0.00
36	2	CAT4500-X Universal Crypto Image	$0.00	$0.00
37	2	IP Base to Ent. Services license for 16 Port Catalyst 4500-X	$2,476.00	$4,952.00
38	2	10GBASE-CU SFP+ Cable 1 Meter	$92.85	$185.70
39	2	Catalyst 4500 4GB USB device for Sup7-E	$309.50	$619.00
40	2	SMARTNET 24X7X4 Catalyst 4500-X 16 Port 10G IP Base, Fro	$1,555.20	$3,110.40
41	6	10GBASE-LRM SFP Module	$801.61	$4,809.66
42	2	10GBASE-CU SFP+ Cable 3 Meter	$129.99	$259.98
43	4	10GBASE-CU SFP+ Cable 5 Meter	$160.94	$643.76
44				$115,684.64
45		**Cerium Networks Professional Services:**		
46	6	CO - CISCO CATALYST FIXED CONFIGURATION LAN SWITCH - STAGING	$360.00	$2,160.00
47	6	CO - CISCO CATALYST FIXED CONFIGURATION LAN SWITCH - CONFIGURATION ADVANCED QOS	$1,000.00	$6,000.00
48	24	CO - CISCO CATALYST LAN SWITCH - DESIGN	$180.00	$4,320.00
49		**Cerium Networks Professional Services - Project Management:**		
50	1	PM - STANDARD PROJECT MANAGEMENT - PLANNING AND SETUP	$2,200.00	$2,200.00
51	2	PM - STANDARD PROJECT MANAGEMENT - EXECUTION	$400.00	$800.00
52				$15,480.00
			Subtotal	**$131,164.64**
			Freight	**$372.24**
			Sales Tax	**$10,128.34**
			Total	**$141,665.22**

Washington State Contract #T12-MST-642

PAYMENT TERMS: **Equipment (hardware/software) upon Delivery, Remaining items Net 30 following Project Completion**

Cerium Networks
1636 West 1st Avenue
Spokane, WA 99201
800-217-0933
csc@ceriumnetworks.com

PURCHASE QUOTE

Project #	CERQ48672
Date	06/04/13
Sales Rep.	Todd Jones

tjones@ceriumnetworks.com

Kennewick Location:
320 N Johnson St # 250
Kennewick, WA 99336-2984
509-734-6675

Sold To:

Benton County - HQ
Kenneth Denn
620 Market Street
Prosser, WA 99350

Ship To:

Benton County - HQ
Kenneth Denn
620 Market Street
Prosser, WA 99350

Cisco Data Infrastructure/UC Project - Phase 2 - Cisco Access Layer

Ln #	Qty	Description	Purchase Price/Unit	Purchase Price/Total
1		**Justice Center MDF:**		
2	1	Catalyst 3750X 48 Port Full PoE IP Base	$8,638.00	$8,638.00
3	1	Catalyst 3K-X 1100W AC Power Supply	$0.00	$0.00
4	1	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	$0.00	$0.00
5	1	Catalyst 3750X Stack Power Cable 30 CM	$0.00	$0.00
6	1	Catalyst 3K-X 10G Network Module option PID	$1,547.50	$1,547.50
7	1	Catalyst 3K-X 1100W AC Secondary Power Supply	$928.50	$928.50
8	2	AC Power Cord for Catalyst 3K-X (North America)	$0.00	$0.00
9	1	CISCO BASE Catalyst 3750X 48 Port Full PoE IP Base	$352.21	$352.21
10	1	Cisco StackWise 50CM Stacking Cable	$0.00	$0.00
11	1	Catalyst 3750X 48 Port Full PoE IP Base	$8,638.00	$8,638.00
12	1	Catalyst 3K-X 1100W AC Power Supply	$0.00	$0.00
13	1	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	$0.00	$0.00
14	1	Catalyst 3750X Stack Power Cable 30 CM	$0.00	$0.00
15	1	Catalyst 3K-X 10G Network Module option PID	$1,547.50	$1,547.50
16	1	CISCO BASE Catalyst 3750X 48 Port Full PoE IP Base	$352.21	$352.21
17	1	Cisco StackWise 50CM Stacking Cable	$0.00	$0.00
18	1	AC Power Cord for Catalyst 3K-X (North America)	$0.00	$0.00
19	1	Catalyst 3750X 48 Port Full PoE IP Base	$8,638.00	$8,638.00
20	1	Catalyst 3K-X 1100W AC Power Supply	$0.00	$0.00
21	1	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	$0.00	$0.00
22	1	Catalyst 3750X Stack Power Cable 30 CM	$0.00	$0.00
23	1	CISCO BASE Catalyst 3750X 48 Port Full PoE IP Base	$352.21	$352.21
24	1	Cisco StackWise 50CM Stacking Cable	$0.00	$0.00
25	1	AC Power Cord for Catalyst 3K-X (North America)	$0.00	$0.00
26	1	Catalyst 3750X 48 Port Full PoE IP Base	$8,638.00	$8,638.00

Ln #	Qty	Description	Purchase Price/Unit	Purchase Price/Total
27	1	Catalyst 3K-X 1100W AC Power Supply	$0.00	$0.00
28	1	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	$0.00	$0.00
29	1	CISCO BASE Catalyst 3750X 48 Port Full PoE IP Base	$352.21	$352.21
30	1	AC Power Cord for Catalyst 3K-X (North America)	$0.00	$0.00
31	1	Catalyst 3750X Stack Power Cable 30 CM	$0.00	$0.00
32	1	Cisco StackWise 50CM Stacking Cable	$0.00	$0.00
33	2	Catalyst 3750X 48 Port Full PoE IP Base	$8,638.00	$17,276.00
34	2	Catalyst 3K-X 1100W AC Power Supply	$0.00	$0.00
35	2	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	$0.00	$0.00
36	2	CISCO BASE Catalyst 3750X 48 Port Full PoE IP Base	$352.21	$704.42
37	2	AC Power Cord for Catalyst 3K-X (North America)	$0.00	$0.00
38	2	Catalyst 3750X Stack Power Cable 30 CM	$0.00	$0.00
39	2	Cisco StackWise 50CM Stacking Cable	$0.00	$0.00
40	1	Cisco StackWise 3M Stacking Cable	$123.80	$123.80
41	1	3750X Stack Power Cable 150 CM - Upgrade	$61.90	$61.90
42	2	10GBASE-CU SFP+ Cable 5 Meter	$160.94	$321.88
43		**Justice Center IDF1:**		
44	2	Catalyst 3750X 48 Port Full PoE IP Base	$8,638.00	$17,276.00
45	2	Catalyst 3KX 1100W AC Power Supply	$0.00	$0.00
46	2	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	$0.00	$0.00
47	2	Catalyst 3750X Stack Power Cable 30 CM	$0.00	$0.00
48	2	Catalyst 3KX 10G Network Module option PID	$1,547.50	$3,095.00
49	1	Catalyst 3KX 1100W AC Secondary Power Supply	$928.50	$928.50
50	3	AC Power Cord for Catalyst 3KX (North America)	$0.00	$0.00
51	2	CISCO BASE Catalyst 3750X 48 Port Full PoE IP Base	$352.21	$704.42
52	2	Cisco StackWise 50CM Stacking Cable	$0.00	$0.00
53	1	Catalyst 3750X 24 Port PoE IP Base	$4,518.70	$4,518.70
54	1	Catalyst 3KX 715W AC Power Supply	$0.00	$0.00
55	1	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	$0.00	$0.00
56	1	AC Power Cord for Catalyst 3KX (North America)	$0.00	$0.00
57	1	CISCO BASE Catalyst 3750X 24 PoE IP Base	$220.36	$220.36
58	1	Cisco StackWise 3M Stacking Cable	$123.80	$123.80
59	1	3750X Stack Power Cable 150 CM Upgrade	$61.90	$61.90
60	4	10GBASELRM SFP Module	$801.61	$3,206.44
61		**Justice Center IDF 4:**		
62	1	Catalyst 3750X 48 Port Full PoE IP Base	$8,638.00	$8,638.00
63	1	Catalyst 3K-X 1100W AC Power Supply	$0.00	$0.00
64	1	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	$0.00	$0.00
65	1	Catalyst 3750X Stack Power Cable 30 CM	$0.00	$0.00
66	1	Catalyst 3K-X 10G Network Module option PID	$1,547.50	$1,547.50

Ln #	Qty	Description	Purchase Price/Unit	Purchase Price/Total
67	2	AC Power Cord for Catalyst 3K-X (North America)	$0.00	$0.00
68	1	CISCO BASE Catalyst 3750X 48 Port Full PoE IP Base	$352.21	$352.21
69	1	Cisco StackWise 50CM Stacking Cable	$0.00	$0.00
70	1	Catalyst 3K-X 1100W AC Secondary Power Supply	$928.50	$928.50
71	2	10GBASE-LRM SFP Module	$801.61	$1,603.22
72		**Justice Center IDF 2:**		
73	1	Catalyst 3750X 48 Port Full PoE IP Base	$8,638.00	$8,638.00
74	1	Catalyst 3K-X 1100W AC Power Supply	$0.00	$0.00
75	1	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	$0.00	$0.00
76	1	Catalyst 3750X Stack Power Cable 30 CM	$0.00	$0.00
77	1	Catalyst 3K-X 10G Network Module option PID	$1,547.50	$1,547.50
78	1	Catalyst 3K-X 1100W AC Secondary Power Supply	$928.50	$928.50
79	2	AC Power Cord for Catalyst 3K-X (North America)	$0.00	$0.00
80	1	CISCO BASE Catalyst 3750X 48 Port Full PoE IP Base	$352.21	$352.21
81	1	Cisco StackWise 50CM Stacking Cable	$0.00	$0.00
82	1	Catalyst 3750X 48 Port Full PoE IP Base	$8,638.00	$8,638.00
83	1	Catalyst 3K-X 1100W AC Power Supply	$0.00	$0.00
84	1	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	$0.00	$0.00
85	1	Catalyst 3750X Stack Power Cable 30 CM	$0.00	$0.00
86	1	Catalyst 3K-X 10G Network Module option PID	$1,547.50	$1,547.50
87	1	CISCO BASE Catalyst 3750X 48 Port Full PoE IP Base	$352.21	$352.21
88	1	Cisco StackWise 3M Stacking Cable	$123.80	$123.80
89	1	AC Power Cord for Catalyst 3K-X (North America)	$0.00	$0.00
90	4	10GBASE-LRM SFP Module	$801.61	$3,206.44
91		**Jail MDF:**		
92	4	Catalyst 3750X 24 Port PoE IP Base	$4,518.70	$18,074.80
93	4	Catalyst 3K-X 715W AC Power Supply	$0.00	$0.00
94	4	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	$0.00	$0.00
95	3	Cisco StackWise 50CM Stacking Cable	$0.00	$0.00
96	1	Catalyst 3KX 715W AC Secondary Power Supply	$619.00	$619.00
97	4	AC Power Cord for Catalyst 3K-X (North America)	$0.00	$0.00
98	4	CISCO BASE Catalyst 3750X 24 PoE IP Base	$220.36	$881.44
99	4	Catalyst 3K-X 10G Network Module option PID	$1,547.50	$6,190.00
100	1	Catalyst 3750X Stack Power Cable 30 CM	$0.00	$0.00
101	1	Cisco StackWise 3M Stacking Cable	$123.80	$123.80
102	8	10GBASE-LRM SFP Module	$801.61	$6,412.88
103		**Jail IDF4:**		
104	1	Catalyst 3750X 48 Port Full PoE IP Base	$8,638.00	$8,638.00
105	1	Catalyst 3K-X 1100W AC Power Supply	$0.00	$0.00
106	1	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	$0.00	$0.00

Ln #	Qty	Description	Purchase Price/Unit	Purchase Price/Total
107	1	Catalyst 3750X Stack Power Cable 30 CM	$0.00	$0.00
108	1	Catalyst 3K-X 10G Network Module option PID	$1,547.50	$1,547.50
109	2	AC Power Cord for Catalyst 3K-X (North America)	$0.00	$0.00
110	1	CISCO BASE Catalyst 3750X 48 Port Full PoE IP Base	$352.21	$352.21
111	1	Cisco StackWise 50CM Stacking Cable	$0.00	$0.00
112	1	Catalyst 3K-X 1100W AC Secondary Power Supply	$928.50	$928.50
113	1	Catalyst 3750X 24 Port PoE IP Base	$4,518.70	$4,518.70
114	1	Catalyst 3K-X 715W AC Power Supply	$0.00	$0.00
115	1	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	$0.00	$0.00
116	1	Cisco StackWise 50CM Stacking Cable	$0.00	$0.00
117	1	AC Power Cord for Catalyst 3K-X (North America)	$0.00	$0.00
118	1	CISCO BASE Catalyst 3750X 24 PoE IP Base	$220.36	$220.36
119	1	Catalyst 3K-X 10G Network Module option PID	$1,547.50	$1,547.50
120	1	Catalyst 3750X Stack Power Cable 30 CM	$0.00	$0.00
121	4	10GBASE-LRM SFP Module	$801.61	$3,206.44
122		**Jail IDF 2:**		
123	1	Catalyst 3750X 24 Port PoE IP Base	$4,518.70	$4,518.70
124	1	Catalyst 3K-X 715W AC Power Supply	$0.00	$0.00
125	1	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	$0.00	$0.00
126	1	Cisco StackWise 50CM Stacking Cable	$0.00	$0.00
127	1	AC Power Cord for Catalyst 3K-X (North America)	$0.00	$0.00
128	1	CISCO BASE Catalyst 3750X 24 PoE IP Base	$220.36	$220.36
129	1	Catalyst 3K-X 10G Network Module option PID	$1,547.50	$1,547.50
130	1	Catalyst 3750X Stack Power Cable 30 CM	$0.00	$0.00
131	2	10GBASE-LRM SFP Module	$801.61	$1,603.22
132		**Jail IDF 1:**		
133	1	Catalyst 3750X 48 Port Full PoE IP Base	$8,638.00	$8,638.00
134	1	Catalyst 3K-X 1100W AC Power Supply	$0.00	$0.00
135	1	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	$0.00	$0.00
136	1	Catalyst 3750X Stack Power Cable 30 CM	$0.00	$0.00
137	1	Catalyst 3K-X 10G Network Module option PID	$1,547.50	$1,547.50
138	2	AC Power Cord for Catalyst 3K-X (North America)	$0.00	$0.00
139	1	CISCO BASE Catalyst 3750X 48 Port Full PoE IP Base	$352.21	$352.21
140	1	Cisco StackWise 50CM Stacking Cable	$0.00	$0.00
141	1	Catalyst 3K-X 1100W AC Secondary Power Supply	$928.50	$928.50
142	1	Catalyst 3750X 24 Port PoE IP Base	$4,518.70	$4,518.70
143	1	Catalyst 3K-X 715W AC Power Supply	$0.00	$0.00
144	1	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	$0.00	$0.00
145	1	Cisco StackWise 50CM Stacking Cable	$0.00	$0.00
146	1	AC Power Cord for Catalyst 3K-X (North America)	$0.00	$0.00

Ln #	Qty	Description	Purchase Price/Unit	Purchase Price/Total
147	1	CISCO BASE Catalyst 3750X 24 PoE IP Base	$220.36	$220.36
148	1	Catalyst 3K-X 10G Network Module option PID	$1,547.50	$1,547.50
149	1	Catalyst 3750X Stack Power Cable 30 CM	$0.00	$0.00
150	2	10GBASE-LRM SFP Module	$801.61	$1,603.22
151		**Human Services:**		
152	1	Catalyst 3750X 48 Port Full PoE IP Base	$8,638.00	$8,638.00
153	1	Catalyst 3K-X 1100W AC Power Supply	$0.00	$0.00
154	1	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	$0.00	$0.00
155	1	Catalyst 3750X Stack Power Cable 30 CM	$0.00	$0.00
156	1	Catalyst 3K-X 10G Network Module option PID	$1,547.50	$1,547.50
157	1	Catalyst 3K-X 1100W AC Secondary Power Supply	$928.50	$928.50
158	1	Cisco StackWise 1M Stacking Cable	$61.90	$61.90
159	2	AC Power Cord for Catalyst 3K-X (North America)	$0.00	$0.00
160	1	CISCO BASE Catalyst 3750X 48 Port Full PoE IP Base	$352.21	$352.21
161	1	Catalyst 3750X 48 Port Full PoE IP Base	$8,638.00	$8,638.00
162	1	Catalyst 3K-X 1100W AC Power Supply	$0.00	$0.00
163	1	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	$0.00	$0.00
164	1	Catalyst 3750X Stack Power Cable 30 CM	$0.00	$0.00
165	1	Catalyst 3K-X 10G Network Module option PID	$1,547.50	$1,547.50
166	1	CISCO BASE Catalyst 3750X 48 Port Full PoE IP Base	$352.21	$352.21
167	1	Cisco StackWise 50CM Stacking Cable	$0.00	$0.00
168	1	AC Power Cord for Catalyst 3K-X (North America)	$0.00	$0.00
169	2	10GBASE-LRM SFP Module	$801.61	$1,603.22
170		**Coroners Office:**		
171	1	Catalyst 3750X 24 Port PoE IP Base	$4,518.70	$4,518.70
172	1	Catalyst 3K-X 715W AC Power Supply	$0.00	$0.00
173	1	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	$0.00	$0.00
174	1	Cisco StackWise 50CM Stacking Cable	$0.00	$0.00
175	1	AC Power Cord for Catalyst 3K-X (North America)	$0.00	$0.00
176	1	CISCO BASE Catalyst 3750X 24 PoE IP Base	$220.36	$220.36
177	1	Catalyst 3K-X 10G Network Module option PID	$1,547.50	$1,547.50
178	1	Catalyst 3750X Stack Power Cable 30 CM	$0.00	$0.00
179	1	Catalyst 3750X 24 Port PoE IP Base	$4,518.70	$4,518.70
180	1	Catalyst 3K-X 715W AC Power Supply	$0.00	$0.00
181	1	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	$0.00	$0.00
182	1	Cisco StackWise 50CM Stacking Cable	$0.00	$0.00
183	1	AC Power Cord for Catalyst 3K-X (North America)	$0.00	$0.00
184	1	CISCO BASE Catalyst 3750X 24 PoE IP Base	$220.36	$220.36
185	1	Catalyst 3K-X 10G Network Module option PID	$1,547.50	$1,547.50
186	1	Catalyst 3750X Stack Power Cable 30 CM	$0.00	$0.00

Ln #	Qty	Description	Purchase Price/Unit	Purchase Price/Total
187	2	10GBASE SR SFP Module	$926.90	$1,853.80
188	2	10GBASE-LRM SFP Module	$801.61	$1,603.22
189		**Crisis Center:**		
190	1	Catalyst 3750X 48 Port Full PoE IP Base	$8,638.00	$8,638.00
191	1	Catalyst 3K-X 1100W AC Power Supply	$0.00	$0.00
192	1	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	$0.00	$0.00
193	1	Catalyst 3750X Stack Power Cable 30 CM	$0.00	$0.00
194	1	Catalyst 3K-X 1100W AC Secondary Power Supply	$928.50	$928.50
195	2	AC Power Cord for Catalyst 3K-X (North America)	$0.00	$0.00
196	1	CISCO BASE Catalyst 3750X 48 Port Full PoE IP Base	$352.21	$352.21
197	1	Cisco StackWise 50CM Stacking Cable	$0.00	$0.00
198	1	Catalyst 3750X 48 Port Full PoE IP Base	$8,638.00	$8,638.00
199	1	Catalyst 3K-X 1100W AC Power Supply	$0.00	$0.00
200	1	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	$0.00	$0.00
201	1	Catalyst 3750X Stack Power Cable 30 CM	$0.00	$0.00
202	1	CISCO BASE Catalyst 3750X 48 Port Full PoE IP Base	$352.21	$352.21
203	1	Cisco StackWise 50CM Stacking Cable	$0.00	$0.00
204	1	AC Power Cord for Catalyst 3K-X (North America)	$0.00	$0.00
205		**Prosser Courthouse MDF:**		
206	1	Catalyst 3750X 48 Port Full PoE IP Base	$8,638.00	$8,638.00
207	1	Catalyst 3K-X 1100W AC Power Supply	$0.00	$0.00
208	1	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	$0.00	$0.00
209	1	Catalyst 3750X Stack Power Cable 30 CM	$0.00	$0.00
210	1	Catalyst 3K-X 10G Network Module option PID	$1,547.50	$1,547.50
211	1	Catalyst 3K-X 1100W AC Secondary Power Supply	$928.50	$928.50
212	2	AC Power Cord for Catalyst 3K-X (North America)	$0.00	$0.00
213	1	CISCO BASE Catalyst 3750X 48 Port Full PoE IP Base	$352.21	$352.21
214	1	Cisco StackWise 50CM Stacking Cable	$0.00	$0.00
215	1	Catalyst 3750X 48 Port Full PoE IP Base	$8,638.00	$8,638.00
216	1	Catalyst 3K-X 1100W AC Power Supply	$0.00	$0.00
217	1	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	$0.00	$0.00
218	1	Catalyst 3750X Stack Power Cable 30 CM	$0.00	$0.00
219	1	Catalyst 3K-X 10G Network Module option PID	$1,547.50	$1,547.50
220	1	CISCO BASE Catalyst 3750X 48 Port Full PoE IP Base	$352.21	$352.21
221	1	Cisco StackWise 50CM Stacking Cable	$0.00	$0.00
222	1	AC Power Cord for Catalyst 3K-X (North America)	$0.00	$0.00
223	1	Catalyst 3750X 48 Port Full PoE IP Base	$8,638.00	$8,638.00
224	1	Catalyst 3K-X 1100W AC Power Supply	$0.00	$0.00
225	1	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	$0.00	$0.00
226	1	Catalyst 3750X Stack Power Cable 30 CM	$0.00	$0.00

Ln #	Qty	Description	Purchase Price/Unit	Purchase Price/Total
227	1	CISCO BASE Catalyst 3750X 48 Port Full PoE IP Base	$352.21	$352.21
228	1	Cisco StackWise 50CM Stacking Cable	$0.00	$0.00
229	1	AC Power Cord for Catalyst 3K-X (North America)	$0.00	$0.00
230	1	Catalyst 3750X 48 Port Full PoE IP Base	$8,638.00	$8,638.00
231	1	Catalyst 3K-X 1100W AC Power Supply	$0.00	$0.00
232	1	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	$0.00	$0.00
233	1	CISCO BASE Catalyst 3750X 48 Port Full PoE IP Base	$352.21	$352.21
234	1	AC Power Cord for Catalyst 3K-X (North America)	$0.00	$0.00
235	1	Catalyst 3750X Stack Power Cable 30 CM	$0.00	$0.00
236	1	Cisco StackWise 50CM Stacking Cable	$0.00	$0.00
237	1	Catalyst 3750X 48 Port Full PoE IP Base	$8,638.00	$8,638.00
238	1	Catalyst 3K-X 1100W AC Power Supply	$0.00	$0.00
239	1	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	$0.00	$0.00
240	1	CISCO BASE Catalyst 3750X 48 Port Full PoE IP Base	$352.21	$352.21
241	1	AC Power Cord for Catalyst 3K-X (North America)	$0.00	$0.00
242	1	Catalyst 3750X Stack Power Cable 30 CM	$0.00	$0.00
243	1	Cisco StackWise 50CM Stacking Cable	$0.00	$0.00
244	1	Cisco StackWise 3M Stacking Cable	$123.80	$123.80
245	1	3750X Stack Power Cable 150 CM - Upgrade	$61.90	$61.90
246	2	10GBASE-CU SFP+ Cable 5 Meter	$160.94	$321.88
247		**Planning Annex:**		
248	1	Catalyst 3750X 24 Port PoE IP Base	$4,518.70	$4,518.70
249	1	Catalyst 3K-X 715W AC Power Supply	$0.00	$0.00
250	1	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	$0.00	$0.00
251	1	Cisco StackWise 50CM Stacking Cable	$0.00	$0.00
252	1	AC Power Cord for Catalyst 3K-X (North America)	$0.00	$0.00
253	1	CISCO BASE Catalyst 3750X 24 PoE IP Base	$220.36	$220.36
254	1	Catalyst 3KX 1G Network Module option PID	$309.50	$309.50
255	1	Catalyst 3750X Stack Power Cable 30 CM	$0.00	$0.00
256	2	GE SFP LC connector SX transceiver	$309.50	$619.00
257		**Prosser Shop:**		
258	1	Catalyst 3750X 24 Port PoE IP Base	$4,518.70	$4,518.70
259	1	Catalyst 3K-X 715W AC Power Supply	$0.00	$0.00
260	1	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	$0.00	$0.00
261	1	Cisco StackWise 50CM Stacking Cable	$0.00	$0.00
262	1	AC Power Cord for Catalyst 3K-X (North America)	$0.00	$0.00
263	1	CISCO BASE Catalyst 3750X 24 PoE IP Base	$220.36	$220.36
264	1	Catalyst 3750X Stack Power Cable 30 CM	$0.00	$0.00
265		**Kennewick MDF:**		
266	1	Catalyst 3750X 48 Port Full PoE IP Base	$8,638.00	$8,638.00

Ln #	Qty	Description	Purchase Price/Unit	Purchase Price/Total
267	1	Catalyst 3K-X 1100W AC Power Supply	$0.00	$0.00
268	1	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	$0.00	$0.00
269	1	Catalyst 3750X Stack Power Cable 30 CM	$0.00	$0.00
270	1	Catalyst 3K-X 10G Network Module option PID	$1,547.50	$1,547.50
271	1	Catalyst 3K-X 1100W AC Secondary Power Supply	$928.50	$928.50
272	2	AC Power Cord for Catalyst 3K-X (North America)	$0.00	$0.00
273	1	CISCO BASE Catalyst 3750X 48 Port Full PoE IP Base	$352.21	$352.21
274	1	Cisco StackWise 50CM Stacking Cable	$0.00	$0.00
275	1	Catalyst 3750X 48 Port Full PoE IP Base	$8,638.00	$8,638.00
276	1	Catalyst 3K-X 1100W AC Power Supply	$0.00	$0.00
277	1	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	$0.00	$0.00
278	1	Catalyst 3750X Stack Power Cable 30 CM	$0.00	$0.00
279	1	Catalyst 3K-X 10G Network Module option PID	$1,547.50	$1,547.50
280	1	CISCO BASE Catalyst 3750X 48 Port Full PoE IP Base	$352.21	$352.21
281	1	Cisco StackWise 50CM Non-Halogen Lead Free Stacking Cable	$30.95	$30.95
282	1	AC Power Cord for Catalyst 3K-X (North America)	$0.00	$0.00
283	1	Catalyst 3750X 24 Port PoE IP Base	$4,518.70	$4,518.70
284	1	Catalyst 3K-X 715W AC Power Supply	$0.00	$0.00
285	1	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	$0.00	$0.00
286	1	3750X Stack Power Cable 150 CM - Upgrade	$61.90	$61.90
287	1	AC Power Cord for Catalyst 3K-X (North America)	$0.00	$0.00
288	1	CISCO BASE Catalyst 3750X 24 PoE IP Base	$220.36	$220.36
289	1	Cisco StackWise 1M Stacking Cable	$61.90	$61.90
290	2	10GBASE-CU SFP+ Cable 5 Meter	$160.94	$321.88
291		**Juvenile IDF 1:**		
292	1	Catalyst 3750X 48 Port Full PoE IP Base	$8,638.00	$8,638.00
293	1	Catalyst 3K-X 1100W AC Power Supply	$0.00	$0.00
294	1	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	$0.00	$0.00
295	1	Catalyst 3750X Stack Power Cable 30 CM	$0.00	$0.00
296	1	Catalyst 3K-X 10G Network Module option PID	$1,547.50	$1,547.50
297	1	Catalyst 3K-X 1100W AC Secondary Power Supply	$928.50	$928.50
298	2	AC Power Cord for Catalyst 3K-X (North America)	$0.00	$0.00
299	1	CISCO BASE Catalyst 3750X 48 Port Full PoE IP Base	$352.21	$352.21
300	1	Cisco StackWise 50CM Stacking Cable	$0.00	$0.00
301	1	Catalyst 3750X 24 Port PoE IP Base	$4,518.70	$4,518.70
302	1	Catalyst 3K-X 715W AC Power Supply	$0.00	$0.00
303	1	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	$0.00	$0.00
304	1	Cisco StackWise 50CM Stacking Cable	$0.00	$0.00
305	1	AC Power Cord for Catalyst 3K-X (North America)	$0.00	$0.00
306	1	CISCO BASE Catalyst 3750X 24 PoE IP Base	$220.36	$220.36

Ln #	Qty	Description	Purchase Price/Unit	Purchase Price/Total
307	1	Catalyst 3K-X 10G Network Module option PID	$1,547.50	$1,547.50
308	1	Catalyst 3750X Stack Power Cable 30 CM	$0.00	$0.00
309	2	10GBASE-LRM SFP Module	$801.61	$1,603.22
310		**Juvenile MDF:**		
311	1	Catalyst 3750X 48 Port Full PoE IP Base	$8,638.00	$8,638.00
312	1	Catalyst 3K-X 1100W AC Power Supply	$0.00	$0.00
313	1	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	$0.00	$0.00
314	1	Catalyst 3750X Stack Power Cable 30 CM	$0.00	$0.00
315	1	Catalyst 3K-X 10G Network Module option PID	$1,547.50	$1,547.50
316	1	Catalyst 3K-X 1100W AC Secondary Power Supply	$928.50	$928.50
317	2	AC Power Cord for Catalyst 3K-X (North America)	$0.00	$0.00
318	1	CISCO BASE Catalyst 3750X 48 Port Full PoE IP Base	$352.21	$352.21
319	1	Cisco StackWise 50CM Stacking Cable	$0.00	$0.00
320	1	Catalyst 3750X 24 Port PoE IP Base	$4,518.70	$4,518.70
321	1	Catalyst 3K-X 715W AC Power Supply	$0.00	$0.00
322	1	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	$0.00	$0.00
323	1	Cisco StackWise 50CM Stacking Cable	$0.00	$0.00
324	1	AC Power Cord for Catalyst 3K-X (North America)	$0.00	$0.00
325	1	CISCO BASE Catalyst 3750X 24 PoE IP Base	$220.36	$220.36
326	1	Catalyst 3K-X 10G Network Module option PID	$1,547.50	$1,547.50
327	1	Catalyst 3750X Stack Power Cable 30 CM	$0.00	$0.00
328	2	10GBASE-LRM SFP Module	$801.61	$1,603.22
329		**Juvenile IDF2:**		
330	2	Catalyst 3750X 24 Port PoE IP Base	$4,518.70	$9,037.40
331	2	Catalyst 3K-X 715W AC Power Supply	$0.00	$0.00
332	2	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	$0.00	$0.00
333	2	Cisco StackWise 50CM Stacking Cable	$0.00	$0.00
334	2	AC Power Cord for Catalyst 3K-X (North America)	$0.00	$0.00
335	2	CISCO BASE Catalyst 3750X 24 PoE IP Base	$220.36	$440.72
336	2	Catalyst 3K-X 10G Network Module option PID	$1,547.50	$3,095.00
337	1	Catalyst 3750X Stack Power Cable 30 CM	$0.00	$0.00
338	2	10GBASE-LRM SFP Module	$801.61	$1,603.22
339		**Juvenile IDF3:**		
340	1	Catalyst 3750X 24 Port PoE IP Base	$4,518.70	$4,518.70
341	1	Catalyst 3K-X 715W AC Power Supply	$0.00	$0.00
342	1	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	$0.00	$0.00
343	1	Cisco StackWise 50CM Stacking Cable	$0.00	$0.00
344	1	AC Power Cord for Catalyst 3K-X (North America)	$0.00	$0.00
345	1	CISCO BASE Catalyst 3750X 24 PoE IP Base	$220.36	$220.36
346		**Richland Auditor:**		

Ln #	Qty	Description	Purchase Price/Unit	Purchase Price/Total
347	1	Catalyst 3750X 24 Port PoE IP Base	$4,518.70	$4,518.70
348	1	Catalyst 3K-X 715W AC Power Supply	$0.00	$0.00
349	1	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	$0.00	$0.00
350	1	Cisco StackWise 50CM Stacking Cable	$0.00	$0.00
351	1	AC Power Cord for Catalyst 3K-X (North America)	$0.00	$0.00
352	1	CISCO BASE Catalyst 3750X 24 PoE IP Base	$220.36	$220.36
353	1	Catalyst 3750X Stack Power Cable 30 CM	$0.00	$0.00
354		**Kennewick Shop:**		
355	1	Catalyst 3750X 24 Port PoE IP Base	$4,518.70	$4,518.70
356	1	Catalyst 3K-X 715W AC Power Supply	$0.00	$0.00
357	1	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	$0.00	$0.00
358	1	Cisco StackWise 50CM Stacking Cable	$0.00	$0.00
359	1	AC Power Cord for Catalyst 3K-X (North America)	$0.00	$0.00
360	1	CISCO BASE Catalyst 3750X 24 PoE IP Base	$220.36	$220.36
361	1	Catalyst 3750X Stack Power Cable 30 CM	$0.00	$0.00
362		**Animal Control:**		
363	1	Catalyst 3750X 24 Port PoE IP Base	$4,518.70	$4,518.70
364	1	Catalyst 3K-X 715W AC Power Supply	$0.00	$0.00
365	1	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	$0.00	$0.00
366	1	Cisco StackWise 50CM Stacking Cable	$0.00	$0.00
367	1	AC Power Cord for Catalyst 3K-X (North America)	$0.00	$0.00
368	1	CISCO BASE Catalyst 3750X 24 PoE IP Base	$220.36	$220.36
369	1	Catalyst 3750X Stack Power Cable 30 CM	$0.00	$0.00
370		**Fairgrounds Association:**		
371	1	Catalyst 3750X 24 Port PoE IP Base	$4,518.70	$4,518.70
372	1	Catalyst 3K-X 715W AC Power Supply	$0.00	$0.00
373	1	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	$0.00	$0.00
374	1	Cisco StackWise 50CM Stacking Cable	$0.00	$0.00
375	1	AC Power Cord for Catalyst 3K-X (North America)	$0.00	$0.00
376	1	CISCO BASE Catalyst 3750X 24 PoE IP Base	$220.36	$220.36
377	1	Catalyst 3750X Stack Power Cable 30 CM	$0.00	$0.00
378	1	Catalyst 3K-X 1G Network Module option PID	$309.50	$309.50
379	4	GE SFP, LC connector SX transceiver	$309.50	$1,238.00
380	1	Catalyst 3750X 24 Port PoE IP Base	$4,518.70	$4,518.70
381	1	Catalyst 3K-X 715W AC Power Supply	$0.00	$0.00
382	1	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	$0.00	$0.00
383	1	Cisco StackWise 50CM Stacking Cable	$0.00	$0.00
384	1	AC Power Cord for Catalyst 3K-X (North America)	$0.00	$0.00
385	1	Catalyst 3KX 1G Network Module option PID	$309.50	$309.50

Ln #	Qty	Description	Purchase Price/Unit	Purchase Price/Total
386	1	CISCO BASE Catalyst 3750X 24 PoE IP Base	$220.36	$220.36
387	1	Catalyst 3750X Stack Power Cable 30 CM	$0.00	$0.00
388		**DC Island:**		
389	1	Catalyst 3750X 24 Port PoE IP Base	$4,518.70	$4,518.70
390	1	Catalyst 3K-X 715W AC Power Supply	$0.00	$0.00
391	1	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	$0.00	$0.00
392	1	Cisco StackWise 50CM Stacking Cable	$0.00	$0.00
393	1	AC Power Cord for Catalyst 3K-X (North America)	$0.00	$0.00
394	1	CISCO BASE Catalyst 3750X 24 PoE IP Base	$220.36	$220.36
395	1	Catalyst 3750X Stack Power Cable 30 CM	$0.00	$0.00
396		**Spare switches:**		
397	1	Catalyst 3750X 48 Port Full PoE IP Base	$8,638.00	$8,638.00
398	1	Catalyst 3K-X 1100W AC Power Supply	$0.00	$0.00
399	1	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	$0.00	$0.00
400	1	AC Power Cord for Catalyst 3K-X (North America)	$0.00	$0.00
401	1	Cisco StackWise 50CM Stacking Cable	$0.00	$0.00
402	1	CISCO BASE Catalyst 3750X 48 Port Full PoE IP Base	$352.21	$352.21
403	1	Catalyst 3750X 24 Port PoE IP Base	$4,518.70	$4,518.70
404	1	Catalyst 3K-X 715W AC Power Supply	$0.00	$0.00
405	1	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR	$0.00	$0.00
406	1	Cisco StackWise 50CM Stacking Cable	$0.00	$0.00
407	1	AC Power Cord for Catalyst 3K-X (North America)	$0.00	$0.00
408	1	CISCO BASE Catalyst 3750X 24 PoE IP Base	$220.36	$220.36
409				$454,882.42
410	46	CO - CISCO CATALYST FIXED CONFIGURATION LAN SWITCH - CONFIGURATION ADVANCED	$720.00	$33,120.00
411	39	CO - CISCO CATALYST LAN SWITCH PHSYICAL PLACEMENT	$180.00	$7,020.00
412	1	PM - STANDARD PROJECT MANAGEMENT - PLANNING AND SETUP	$2,200.00	$2,200.00
413	2	PM - STANDARD PROJECT MANAGEMENT - EXECUTION	$400.00	$800.00
414				$43,140.00
415	1	Cisco Trade-In	-$22,700.00	-$22,700.00
			Subtotal	**$475,322.42**
			Freight	**$1,728.91**
			Sales Tax	**$36,732.95**
			Total	**$513,784.28**

Washington State Contract #T12-MST-642

PAYMENT TERMS: **Equipment (hardware/software) upon Delivery, Remaining items Net 30 following Project Completion**

Cerium Networks
1636 West 1st Avenue
Spokane, WA 99201
800-217-0933
csc@ceriumnetworks.com

PURCHASE QUOTE

Project #	CERQ49049
Date	06/04/13
Sales Rep.	Todd Jones

tjones@ceriumnetworks.com

Kennewick Location:
320 N Johnson St # 250
Kennewick, WA 99336-2984
509-734-6675

Sold To:

Benton County - HQ
Kenneth Denn
620 Market Street
Prosser, WA 99350

Ship To:

Benton County - HQ
Kenneth Denn
620 Market Street
Prosser, WA 99350

Cisco UCS and Nexus Platform

Ln #	Qty	Description	Purchase Price/Unit	Purchase Price/Total
1	2	UCS on UCSB 2FI48 1xCH-4xB200M3w/2x2680 96GB noHDD 1xVIC1240	$0.00	$0.00
2	8	UCS B200 M3 dual-8-core/2.7 GHz 96GB RAM	$7,807.01	$62,456.08
3	8	SMARTNET 24X7X4 UCS B200 M3 Server	$219.60	$1,756.80
4	16	UCS 2.5 inch HDD blanking panel	$0.00	$0.00
5	16	2.70 GHz E5-2680 130W 8C/20MB Cache/DDR3 1600MHz	$0.00	$0.00
6	64	4GB DDR3-1600-MHz RDIMM/PC3-12800/single rank/1.35v	$0.00	$0.00
7	64	8GB DDR3-1600-MHz RDIMM/PC3-12800/dual rank/1.35v	$0.00	$0.00
8	16	CPU Heat Sink for UCS B200 M3 and B420 M3	$0.00	$0.00
9	8	Cisco UCS VIC 1240 modular LOM for M3 blade servers	$0.00	$0.00
10	2	UCS EZ BUN 5108 Blade Svr AC Chassis 4PS 2 IOM	$7,668.54	$15,337.08
11	2	SMARTNET 24X7X4 UCS 5108 Blade Server AC Chassis	$173.70	$347.40
12	8	Cabinet Jumper Power Cord, 250 VAC 16A, C20-C19 Connectors	$0.00	$0.00
13	2	Single phase AC power module for UCS 5108	$0.00	$0.00
14	2	Accessory kit for UCS 5108 Blade Server Chassis	$0.00	$0.00
15	16	Blade slot blanking panel for UCS 5108/single slot	$0.00	$0.00
16	16	Fan module for UCS 5108	$0.00	$0.00
17	2	UCS Blade Server Chassis FW Package 2.1	$0.00	$0.00
18	4	UCS 2208XP I/O Module (8 External, 32 Internal 10Gb Ports)	$0.00	$0.00
19	8	2500W Platinum AC Hot Plug Power Supply for UCS 5108 Chassis	$0.00	$0.00
20	4	UCS 6248 FI w/ 12p LIC Cables Bundle	$11,393.26	$45,573.04
21	4	SMARTNET 24X7X4 UCS 6248 FABRIC INTERCONNECT	$688.50	$2,754.00
22	8	Cabinet Jumper Power Cord, 250 VAC 10A, C14-C13 Connectors	$0.00	$0.00
23	16	8 Gbps Fibre Channel SW SFP+, LC	$0.00	$0.00
24	4	UCS Manager v2.1	$0.00	$0.00
25	8	10GBASE-SR SFP Module	$0.00	$0.00
26	24	10GBASE-CU SFP+ Cable 3 Meter	$0.00	$0.00

Ln #	Qty	Description	Purchase Price/Unit	Purchase Price/Total
27	4	UCS 6248UP Chassis Accessory Kit	$0.00	$0.00
28	4	UCS 6200 Series Expansion Module Blank	$0.00	$0.00
29	8	UCS 6248UP Fan Module	$0.00	$0.00
30	4	UCS 6248 Layer 2 Daughter Card	$0.00	$0.00
31	8	UCS 6248UP Power Supply/100-240VAC	$0.00	$0.00
32	2	UCS 600GB HDD 2 PK	$983.27	$1,966.54
33	2	Nexus 5548UP/L3 Daughter Card/2 x N2248/16 x FET	$31,550.56	$63,101.12
34	2	SMARTNET 24X7X4 Nexus 5548UP/L3 Daug	$0.00	$0.00
35	2	Nexus 5548UP in N5548UP-N2K Bundle	$0.00	$0.00
36	2	SMARTNET 24X7X4 Nexus 5548UP in N5548UP-N2K Bundle	$1,529.10	$3,058.20
37	32	10G Line Extender for FEX	$0.00	$0.00
38	2	Layer 3 Base License for Nexus 5500 Platform	$0.00	$0.00
39	2	Nexus 5548 Layer 3 Daughter Card Version 2 for Bundles	$0.00	$0.00
40	2	Layer 3 License for Nexus 5500 series	$0.00	$0.00
41	2	Nexus 5548 Chassis Accessory Kit	$0.00	$0.00
42	2	Nexus 5500 Module Blank Cover	$0.00	$0.00
43	4	Standard airflow/AC pack: N2K-C2248TP-1GE 2AC PS 1Fan	$0.00	$0.00
44	4	SMARTNET 24X7X4 Nexus 2248TP for N5K	$253.80	$1,015.20
45	4	Nexus 5500 PS 750W Front to Back Airflow	$0.00	$0.00
46	2	Nexus 5500 Storage License 8 Ports	$1,980.84	$3,961.68
47	2	Nexus 5000 Base OS Software Rel 6.0(2)N1(2)	$0.00	$0.00
48	4	Power Cord 125VAC 13A NEMA 5-15 Plug North America	$0.00	$0.00
49	8	Power Cord 125VAC 13A NEMA 5-15 Plug North America	$0.00	$0.00
50	4	Nexus 5548P Fan Module	$0.00	$0.00
51	2	Nexus 5548 UP Chassis 32 10GbE Ports 2 PS 2 Fans	$15,846.40	$31,692.80
52	2	SMARTNET 24X7X4 Nexus 5548 UP Chassis 32 10GbE Ports	$1,821.60	$3,643.20
53	2	Nexus 5548 Chassis Accessory Kit	$0.00	$0.00
54	2	Layer 3 Base License for Nexus 5500 Platform	$0.00	$0.00
55	2	Nexus 5500 Module Blank Cover	$0.00	$0.00
56	4	Nexus 5500 PS 750W Front to Back Airflow	$0.00	$0.00
57	2	Nexus 5548 Layer 3 Daughter Card Version 2	$3,095.00	$6,190.00
58	8	10GBASE-CU SFP+ Cable 3 Meter	$129.99	$1,039.92
59	2	10GBASE-CU SFP+ Cable 5 Meter	$160.94	$321.88
60	2	Nexus 5500 Storage License 8 Ports	$1,980.84	$3,961.68
61	2	Nexus 5000 Base OS Software Rel 6.0(2)N1(2)	$0.00	$0.00
62	16	10GBASE-CU SFP+ Cable 1 Meter	$92.85	$1,485.60
63	4	Power Cord 125VAC 13A NEMA 5-15 Plug North America	$0.00	$0.00
64	4	Nexus 5548P Fan Module	$0.00	$0.00
65	2	B-Line 4 Post 7' Rack	$0.00	$0.00
66				$249,662.22

Ln #	Qty	Description	Purchase Price/Unit	Purchase Price/Total
67	1	CO - CISCO UNIFIED COMPUTING B-SERIES CHASSIS BUNDLE DEPLOYMENT	$12,360.00	$12,360.00
68	1	CO - CISCO UNIFIED COMPUTING B-SERIES SERVER BLADE DEPLOYMENT	$13,920.00	$13,920.00
69	8	CO - CISCO NEXUS DATA CENTER LAN SWITCH - STAGING	$360.00	$2,880.00
70	4	CO - CISCO NEXUS DATA CENTER LAN SWITCH 5K - ADVANCED CONFIGURATION	$900.00	$3,600.00
71	4	CO - CISCO NEXUS DATA CENTER LAN SWITCH 5K - ADVANCED CONFIGURATION	$900.00	$3,600.00
72	4	CO - CISCO NEXUS DATA CENTER LAN SWITCH 2K - CONFIGURATION	$720.00	$2,880.00
73	24	CO - CISCO LAN/DATA CENTER DESIGN	$180.00	$4,320.00
74	1	PM - STANDARD PROJECT MANAGEMENT - PLANNING AND SETUP	$2,200.00	$2,200.00
75	1	PM - STANDARD PROJECT MANAGEMENT - EXECUTION	$400.00	$400.00
76	1	PM - STANDARD PROJECT MANAGEMENT - EXECUTION	$400.00	$400.00
77	9	PM - STANDARD PROJECT MANAGEMENT - EXECUTION	$400.00	$3,600.00
78	16	CO - CISCO LAN/DATA CENTER PROFESSIONAL SERVICES	$180.00	$2,880.00
79	16	IN-SERVICE SUPPORT - ON-SITE	$180.00	$2,880.00
80				$55,920.00

Subtotal	**$305,582.22**
Freight	**$1,132.29**
Sales Tax	**$23,617.02**
Total	**$330,331.53**

Project #: CERQ49049

Washington State Contract #T12-MST-642

PAYMENT TERMS: **Equipment (hardware/software) upon Delivery, Remaining items Net 30 following Project Completion**

Cerium Networks
1636 West 1st Avenue
Spokane, WA 99201
800-217-0933
csc@ceriumnetworks.com

PURCHASE QUOTE

Project #	CERQ49050
Date	06/04/13
Sales Rep.	Todd Jones

tjones@ceriumnetworks.com

Kennewick Location:
320 N Johnson St # 250
Kennewick, WA 99336-2984
509-734-6675

Sold To:

Benton County - HQ
Kenneth Denn
620 Market Street
Prosser, WA 99350

Ship To:

Benton County - HQ
Kenneth Denn
620 Market Street
Prosser, WA 99350

Ln #	Qty	Description	Purchase Price/Unit	Purchase Price/Total
1		**Cisco Unified Communications Licensing - UCL User: Connect Licensing**		
2	1	Top Level SKU For 9.x User License - Electronic Delivery	$0.00	$0.00
3	1	CCX 9.0 Promo Bundle available only with NEW CUCM or BE6000	$0.00	$0.00
4	1	Jabber for iPad Right to Use	$0.00	$0.00
5	1	Jabber for iPhone Right to Use	$0.00	$0.00
6	1	JAB9 UCM Right to Use Certificate	$0.00	$0.00
7	1	UCM 9X PAK	$0.00	$0.00
8	1	Include PAK Auto-expanding UCSS Basic PAK for CUCM	$0.00	$0.00
9	1	UCSS for UCM Essential PAK	$0.00	$0.00
10	1	Include PAK Auto-expanding UCSS PAK for CUCM	$0.00	$0.00
11	75	New CUWL Standard Edition User, 1 User	$175.51	$13,163.25
12	75	CUWL Standard UCSS - 1 year - 1 user	$17.03	$1,277.25
13	1	Version 9.0 Software Kit	$0.00	$0.00
14	100	Jabber for Desktop 9.x for CUWL Only	$0.00	$0.00
15	100	Cisco Jabber for iPad	$0.00	$0.00
16	100	Cisco Mobile Voice Client for iPhone	$0.00	$0.00
17	1	Included CUCM IM and Presence for on-premise use	$0.00	$0.00
18	100	ESSENTIAL SW Services Mapping SKU	$17.64	$1,764.00
19	550	UC Manager-9.x Enhanced Single User-Under 1K	$102.90	$56,595.00
20	550	UC Manager Enhanced 9.x License	$0.00	$0.00
21	550	UC Manager Enh UCSS Less than 1K users - 1 user - 1 year	$8.27	$4,548.50
22	550	ESSENTIAL SW UC Manager-9.x Enhanced Single User-Unde	$10.92	$6,006.00
23	150	UC Manager-9.x Basic Single User-Under 1K	$67.50	$10,125.00
24	150	UC Manager Basic UCSS Less than 1K users - 1 user - 1 year	$4.37	$655.50
25	150	ESSENTIAL SW UC Manager-9.x Basic	$5.88	$882.00
26	236	UC Manager-9.x Essential User License User-Under 1K	$21.60	$5,097.60

Ln #	Qty	Description	Purchase Price/Unit	Purchase Price/Total
27	236	UC Manager Ess UCSS Less than 1K users - 1 user - 1 year	$1.47	$346.92
28	236	ESSENTIAL SW UC Manager-9.x Essen	$1.61	$379.96
29	100	Jabber for iPad UCM Only	$0.00	$0.00
30	100	Jabber for iPhone UCM Only	$0.00	$0.00
31	100	Jabber for Desktop User License 9.x for UCM only	$0.00	$0.00
32	1	CUCM Software Version 9.X	$0.00	$0.00
33		**Cisco Unified Communications Licensing - Cisco Unified Workspace Licensing**		
34	1	Unified Workspace Licensing - Top Level for STD	$0.00	$0.00
35	1	IME 9.0 Media Kit	$0.00	$0.00
36	1	Include PAK Auto-expanding PAK for IME	$0.00	$0.00
37	1	Jabber for iPad Right to Use Certificate	$0.00	$0.00
38	1	Jabber for Desktop Right to Use Certificate	$0.00	$0.00
39	100	Services Mapping SKU, Under 1K UWL STD users	$0.00	$0.00
40	100	UC Manager 9.x CUWL STD Users	$0.00	$0.00
41	1	UWL STD UCSS PAK	$0.00	$0.00
42	1	Unity Connection 9.x SpeechConnect Ports	$0.00	$0.00
43	100	Unity Connection 9.x CUWL STD Users	$0.00	$0.00
44	1	CUWL STD 9.x PAK	$0.00	$0.00
45	1	Cisco Mobile Voice RTU	$0.00	$0.00
46	4	VMware vSphere 5 Standard (1 CPU) 1yr Support Required	$1,772.70	$7,090.80
47	4	ISV 24X7 VMware vSphere Standard List Price is ANNUAL	$378.00	$1,512.00
48		**VG Analog Gateways:**		
49	2	4 Pack of VG224 High Density Analog Gateway	$0.00	$0.00
50	9	128MB DRAM Memory for VG224 (Factory Upgrade)	$0.00	$0.00
51	9	64MB Flash Memory for VG224 (Factory Upgrade)	$0.00	$0.00
52	9	VG224 for MultiPack	$2,310.00	$20,790.00
53	9	Cisco VG200 Series IP SUBSET/VOICE	$0.00	$0.00
54	9	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	$0.00	$0.00
55	9	SMARTNET 8X5XNBD VG224 for MultiPack	$362.88	$3,265.92
56	4	Cisco ATA 187 with configurable impedance	$168.00	$672.00
57	4	ATA187 power supply cable for North America	$0.00	$0.00
58	4	SMARTNET 8X5XNBD Cisco ATA 187 with 600 ohm impedance	$20.16	$80.64
59		**Cisco Unified IP Phones:**		
60	150	Cisco UC Phone 6921, Charcoal, Standard Handset	$122.37	$18,355.50
61	550	Cisco UC Phone 6945, Charcoal, Standard Handset	$197.51	$108,630.50
62	75	Cisco Unified Phone 8945, Phantom Grey, Standard Handset	$271.78	$20,383.50
63		**Cisco Unity Connections:**		
64	1	Unity Connection 9.x Software	$0.00	$0.00
65	1	SpeechView Unity Connection Demo for 50 users for 6 months	$0.00	$0.00

Ln #	Qty	Description	Purchase Price/Unit	Purchase Price/Total
66	2	Unity Connection 9.x SpeechConnect Ports	$0.00	$0.00
67	1	Unity Connection 9.x PAK	$0.00	$0.00
68	525	One Unity Connection 9.x Voice Messaging User	$42.00	$22,050.00
69	525	UCSS for Unity or Unity Connection - 1 user One Year Sub	$5.60	$2,940.00
70	525	ESSENTIAL SW One Unity Connection	$6.72	$3,528.00
71	24	Unity Connection Speech Connect 9.x Add-on ports	$0.00	$0.00
72		**Cisco Emergency Responder**		
73	1	EMRGNCY RSPNDR	$0.00	$0.00
74	1	EMRGNCY RSPNDR 90 SW LIC	$0.00	$0.00
75	1	EMRGNCY RSPNDR 90 SW MEDIA	$0.00	$0.00
76	70	EMRGNCY RSPNDR 90 USR LIC 10 PHNS	$0.00	$0.00
77	70	EMRGNCY RSPNDR 90 USR LIC 10 PHNS NEW	$98.00	$6,860.00
78	70	ESSENTIAL SW EMRGNCY RSPNDR 90 US	$25.20	$1,764.00
79	70	UCSS Emergency Responder - 10 Users One Year Sub	$9.80	$686.00
80	1	EMRGNCY RSPNDR 90 SW NEW	$0.00	$0.00
81		**Jail SRST Router:**		
82	1	2951 UC Bundle w/ PVDM3-32,FL-CME-SRST-25, UC License PAK	$4,358.55	$4,358.55
83	1	Cisco 2921/2951 AC Power Supply	$0.00	$0.00
84	1	Cisco Communications Manager Express License	$0.00	$0.00
85	1	Cisco 2951 IOS UNIVERSAL	$0.00	$0.00
86	1	Communication Manager Express or SRST - 25 seat license	$0.00	$0.00
87	1	Cisco Config Pro Express on Router Flash	$0.00	$0.00
88	1	512MB DRAM (1 512MB DIMM) for Cisco 2951 ISR (Default)	$0.00	$0.00
89	1	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	$0.00	$0.00
90	1	Insert, Packout - PI-MSE	$0.00	$0.00
91	1	IP Base License for Cisco 2901-2951	$0.00	$0.00
92	1	Unified Communication License for Cisco 2901-2951	$0.00	$0.00
93	1	1-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	$700.70	$700.70
94	1	Cisco Communication Manager or SRST- 100 seat license	$1,127.00	$1,127.00
95	1	PVDM3 32-channel to 64-channel factory upgrade	$735.00	$735.00
96	1	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	$0.00	$0.00
97	1	SMARTNET 8X5XNBD 2951 Voice Bundle w/ UC License PAK	$806.40	$806.40
98		**Fairgrounds:**		
99	1	2911 UC Bundle w/PVDM3-16,FL-CME-SRST-25, UC License PAK	$1,908.55	$1,908.55
100	1	Cisco 2911 AC Power Supply	$0.00	$0.00
101	1	Cisco Communications Manager Express License	$0.00	$0.00
102	1	Cisco 2901-2921 IOS UNIVERSAL	$0.00	$0.00
103	1	Communication Manager Express or SRST - 25 seat license	$0.00	$0.00
104	1	Cisco Config Pro Express on Router Flash	$0.00	$0.00
105	1	512MB DRAM for Cisco 2901-2921 ISR (Default)	$0.00	$0.00

Ln #	Qty	Description	Purchase Price/Unit	Purchase Price/Total
106	1	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	$0.00	$0.00
107	1	Insert, Packout - PI-MSE	$0.00	$0.00
108	1	16-channel high-density voice and video DSP module	$0.00	$0.00
109	1	IP Base License for Cisco 2901-2951	$0.00	$0.00
110	1	Unified Communication License for Cisco 2901-2951	$0.00	$0.00
111	1	Four-port Voice Interface Card - FXO (Universal)	$431.20	$431.20
112	1	Four-Port Voice Interface Card - FXS and DID	$431.20	$431.20
113	1	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	$0.00	$0.00
114	1	SMARTNET 8X5XNBD 2911 Voice Bundle w/ UC License PAK	$369.60	$369.60
115		**Justice Center - Primary Gateway Router:**		
116	1	Cisco 2911 UC Sec. Bundle, PVDM3-16, UC and SEC License P	$2,153.55	$2,153.55
117	1	Cisco 2911 AC Power Supply	$0.00	$0.00
118	1	Cisco 2901-2921 IOS UNIVERSAL	$0.00	$0.00
119	1	Cisco Config Pro Express on Router Flash	$0.00	$0.00
120	1	512MB DRAM for Cisco 2901-2921 ISR (Default)	$0.00	$0.00
121	1	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	$0.00	$0.00
122	1	Insert, Packout - PI-MSE	$0.00	$0.00
123	1	IP Base License for Cisco 2901-2951	$0.00	$0.00
124	1	Security License for Cisco 2901-2951	$0.00	$0.00
125	1	Unified Communication License for Cisco 2901-2951	$0.00	$0.00
126	2	2Port 3rd Gen Multiflex Trunk VoiceWAN Int. Card T1E1	$1,078.00	$2,156.00
127	1	128-channel high-density voice and video DSP module	$3,136.00	$3,136.00
128	1	PVDM3 16-channel to 128-channel factory upgrade	$2,572.50	$2,572.50
129	1	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	$0.00	$0.00
130	1	SMARTNET 8X5XNBD Cisco 2911 Voice Sec.	$369.60	$369.60
131		**Prosser Courthouse:**		
132	1	Cisco 2911 UC Sec. Bundle, PVDM3-16, UC and SEC License P	$2,153.55	$2,153.55
133	1	Cisco 2911 AC Power Supply	$0.00	$0.00
134	1	Cisco 2901-2921 IOS UNIVERSAL	$0.00	$0.00
135	1	Cisco Config Pro Express on Router Flash	$0.00	$0.00
136	1	512MB DRAM for Cisco 2901-2921 ISR (Default)	$0.00	$0.00
137	1	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	$0.00	$0.00
138	1	Insert, Packout - PI-MSE	$0.00	$0.00
139	1	IP Base License for Cisco 2901-2951	$0.00	$0.00
140	1	Security License for Cisco 2901-2951	$0.00	$0.00
141	1	Unified Communication License for Cisco 2901-2951	$0.00	$0.00
142	1	16-channel high-density voice and video DSP module	$0.00	$0.00
143	2	1-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	$700.70	$1,401.40
144	1	128-channel high-density voice and video DSP module	$3,136.00	$3,136.00
145	1	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	$0.00	$0.00

Ln #	Qty	Description	Purchase Price/Unit	Purchase Price/Total
146	1	SMARTNET 8X5XNBD Cisco 2911 Voice Sec.	$369.60	$369.60
147	1	Four-port Voice Interface Card - FXO (Universal)	$431.20	$431.20
148		**Crisis Center:**		
149	1	2911 UC Bundle w/PVDM3-16,FL-CME-SRST-25, UC License PAK	$1,908.55	$1,908.55
150	1	Cisco 2911 AC Power Supply	$0.00	$0.00
151	1	Cisco Communications Manager Express License	$0.00	$0.00
152	1	Cisco 2901-2921 IOS UNIVERSAL	$0.00	$0.00
153	1	Communication Manager Express or SRST - 25 seat license	$0.00	$0.00
154	1	Cisco Config Pro Express on Router Flash	$0.00	$0.00
155	1	512MB DRAM for Cisco 2901-2921 ISR (Default)	$0.00	$0.00
156	1	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	$0.00	$0.00
157	1	Insert, Packout - PI-MSE	$0.00	$0.00
158	1	IP Base License for Cisco 2901-2951	$0.00	$0.00
159	1	Unified Communication License for Cisco 2901-2951	$0.00	$0.00
160	2	Four-port Voice Interface Card - FXO (Universal)	$431.20	$862.40
161	1	Four-Port Voice Interface Card - FXS and DID	$431.20	$431.20
162	1	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	$0.00	$0.00
163	1	SMARTNET 8X5XNBD 2911 Voice Bundle w/ UC License PAK	$369.60	$369.60
164	1	2-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	$1,078.00	$1,078.00
165	1	PVDM3 16-channel to 64-channel factory upgrade	$1,102.50	$1,102.50
166	1	Communication Manager Express or SRST - 25 seat license	$318.50	$318.50
167		**Richland Auditor:**		
168	1	2911 UC Bundle w/PVDM3-16,FL-CME-SRST-25, UC License PAK	$1,908.55	$1,908.55
169	1	Cisco 2911 AC Power Supply	$0.00	$0.00
170	1	Cisco Communications Manager Express License	$0.00	$0.00
171	1	Cisco 2901-2921 IOS UNIVERSAL	$0.00	$0.00
172	1	Communication Manager Express or SRST - 25 seat license	$0.00	$0.00
173	1	Cisco Config Pro Express on Router Flash	$0.00	$0.00
174	1	512MB DRAM for Cisco 2901-2921 ISR (Default)	$0.00	$0.00
175	1	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	$0.00	$0.00
176	1	Insert, Packout - PI-MSE	$0.00	$0.00
177	1	16-channel high-density voice and video DSP module	$0.00	$0.00
178	1	IP Base License for Cisco 2901-2951	$0.00	$0.00
179	1	Unified Communication License for Cisco 2901-2951	$0.00	$0.00
180	1	Four-port Voice Interface Card - FXO (Universal)	$431.20	$431.20
181	1	Four-Port Voice Interface Card - FXS and DID	$431.20	$431.20
182	1	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	$0.00	$0.00
183	1	SMARTNET 8X5XNBD 2911 Voice Bundle w/ UC License PAK	$369.60	$369.60
184		**Animal Control:**		
185	1	2911 UC Bundle w/PVDM3-16,FL-CME-SRST-25, UC License PAK	$1,908.55	$1,908.55

Ln #	Qty	Description	Purchase Price/Unit	Purchase Price/Total
186	1	Cisco 2911 AC Power Supply	$0.00	$0.00
187	1	Cisco Communications Manager Express License	$0.00	$0.00
188	1	Cisco 2901-2921 IOS UNIVERSAL	$0.00	$0.00
189	1	Communication Manager Express or SRST - 25 seat license	$0.00	$0.00
190	1	Cisco Config Pro Express on Router Flash	$0.00	$0.00
191	1	512MB DRAM for Cisco 2901-2921 ISR (Default)	$0.00	$0.00
192	1	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	$0.00	$0.00
193	1	Insert, Packout - PI-MSE	$0.00	$0.00
194	1	16-channel high-density voice and video DSP module	$0.00	$0.00
195	1	IP Base License for Cisco 2901-2951	$0.00	$0.00
196	1	Unified Communication License for Cisco 2901-2951	$0.00	$0.00
197	1	Four-port Voice Interface Card - FXO (Universal)	$431.20	$431.20
198	1	Four-Port Voice Interface Card - FXS and DID	$431.20	$431.20
199	1	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	$0.00	$0.00
200	1	SMARTNET 8X5XNBD 2911 Voice Bundle w/ UC License PAK	$369.60	$369.60
201		**Kennewick Shop:**		
202	1	2911 UC Bundle w/PVDM3-16,FL-CME-SRST-25, UC License PAK	$1,908.55	$1,908.55
203	1	Cisco 2911 AC Power Supply	$0.00	$0.00
204	1	Cisco Communications Manager Express License	$0.00	$0.00
205	1	Cisco 2901-2921 IOS UNIVERSAL	$0.00	$0.00
206	1	Communication Manager Express or SRST - 25 seat license	$0.00	$0.00
207	1	Cisco Config Pro Express on Router Flash	$0.00	$0.00
208	1	512MB DRAM for Cisco 2901-2921 ISR (Default)	$0.00	$0.00
209	1	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	$0.00	$0.00
210	1	Insert, Packout - PI-MSE	$0.00	$0.00
211	1	16-channel high-density voice and video DSP module	$0.00	$0.00
212	1	IP Base License for Cisco 2901-2951	$0.00	$0.00
213	1	Unified Communication License for Cisco 2901-2951	$0.00	$0.00
214	1	Four-port Voice Interface Card - FXO (Universal)	$431.20	$431.20
215	1	Four-Port Voice Interface Card - FXS and DID	$431.20	$431.20
216	1	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	$0.00	$0.00
217	1	SMARTNET 8X5XNBD 2911 Voice Bundle w/ UC License PAK	$369.60	$369.60
218		**Human Services:**		
219	1	2911 UC Bundle w/PVDM3-16,FL-CME-SRST-25, UC License PAK	$1,908.55	$1,908.55
220	1	Cisco 2911 AC Power Supply	$0.00	$0.00
221	1	Cisco Communications Manager Express License	$0.00	$0.00
222	1	Cisco 2901-2921 IOS UNIVERSAL	$0.00	$0.00
223	1	Communication Manager Express or SRST - 25 seat license	$0.00	$0.00
224	1	Cisco Config Pro Express on Router Flash	$0.00	$0.00
225	1	512MB DRAM for Cisco 2901-2921 ISR (Default)	$0.00	$0.00

Ln #	Qty	Description	Purchase Price/Unit	Purchase Price/Total
226	1	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	$0.00	$0.00
227	1	Insert, Packout - PI-MSE	$0.00	$0.00
228	1	IP Base License for Cisco 2901-2951	$0.00	$0.00
229	1	Unified Communication License for Cisco 2901-2951	$0.00	$0.00
230	1	Four-Port Voice Interface Card - FXS and DID	$431.20	$431.20
231	1	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	$0.00	$0.00
232	1	SMARTNET 8X5XNBD 2911 Voice Bundle w/ UC License PAK	$369.60	$369.60
233	1	Four-port Voice Interface Card - FXO (Universal)	$431.20	$431.20
234	1	PVDM3 16-channel to 64-channel factory upgrade	$1,102.50	$1,102.50
235	1	1-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	$700.70	$700.70
236	1	Communication Manager Express or SRST - 25 seat license	$318.50	$318.50
237		**Prosser Shop:**		
238	1	2911 UC Bundle w/PVDM3-16,FL-CME-SRST-25, UC License PAK	$1,908.55	$1,908.55
239	1	Cisco 2911 AC Power Supply	$0.00	$0.00
240	1	Cisco Communications Manager Express License	$0.00	$0.00
241	1	Cisco 2901-2921 IOS UNIVERSAL	$0.00	$0.00
242	1	Communication Manager Express or SRST - 25 seat license	$0.00	$0.00
243	1	Cisco Config Pro Express on Router Flash	$0.00	$0.00
244	1	512MB DRAM for Cisco 2901-2921 ISR (Default)	$0.00	$0.00
245	1	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	$0.00	$0.00
246	1	Insert, Packout - PI-MSE	$0.00	$0.00
247	1	16-channel high-density voice and video DSP module	$0.00	$0.00
248	1	IP Base License for Cisco 2901-2951	$0.00	$0.00
249	1	Unified Communication License for Cisco 2901-2951	$0.00	$0.00
250	1	Four-port Voice Interface Card - FXO (Universal)	$431.20	$431.20
251	1	Four-Port Voice Interface Card - FXS and DID	$431.20	$431.20
252	1	PVDM3 16-channel to 64-channel factory upgrade	$1,102.50	$1,102.50
253	1	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	$0.00	$0.00
254	1	SMARTNET 8X5XNBD 2911 Voice Bundle w/ UC License PAK	$369.60	$369.60
255	1	1-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	$700.70	$700.70
256		**Planning Annex:**		
257	1	2911 UC Bundle w/PVDM3-16,FL-CME-SRST-25, UC License PAK	$1,908.55	$1,908.55
258	1	Cisco 2911 AC Power Supply	$0.00	$0.00
259	1	Cisco Communications Manager Express License	$0.00	$0.00
260	1	Cisco 2901-2921 IOS UNIVERSAL	$0.00	$0.00
261	1	Communication Manager Express or SRST - 25 seat license	$0.00	$0.00
262	1	Cisco Config Pro Express on Router Flash	$0.00	$0.00
263	1	512MB DRAM for Cisco 2901-2921 ISR (Default)	$0.00	$0.00
264	1	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	$0.00	$0.00
265	1	Insert, Packout - PI-MSE	$0.00	$0.00

Ln #	Qty	Description	Purchase Price/Unit	Purchase Price/Total
266	1	16-channel high-density voice and video DSP module	$0.00	$0.00
267	1	IP Base License for Cisco 2901-2951	$0.00	$0.00
268	1	Unified Communication License for Cisco 2901-2951	$0.00	$0.00
269	1	Four-port Voice Interface Card - FXO (Universal)	$431.20	$431.20
270	1	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	$0.00	$0.00
271	1	SMARTNET 8X5XNBD 2911 Voice Bundle w/ UC License PAK	$369.60	$369.60
272	1	Four-Port Voice Interface Card - FXS and DID	$431.20	$431.20
273		**Kennewick Annex:**		
274	1	2951 UC Bundle w/ PVDM3-32,FL-CME-SRST-25, UC License PAK	$4,358.55	$4,358.55
275	1	Communication Manager Express or SRST - 25 seat license	$0.00	$0.00
276	1	Cisco Config Pro Express on Router Flash	$0.00	$0.00
277	1	512MB DRAM (1 512MB DIMM) for Cisco 2951 ISR (Default)	$0.00	$0.00
278	1	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	$0.00	$0.00
279	1	Insert, Packout - PI-MSE	$0.00	$0.00
280	1	IP Base License for Cisco 2901-2951	$0.00	$0.00
281	1	Unified Communication License for Cisco 2901-2951	$0.00	$0.00
282	1	Cisco 2921/2951 AC Power Supply	$0.00	$0.00
283	1	Cisco Communications Manager Express License	$0.00	$0.00
284	1	Cisco 2951 IOS UNIVERSAL	$0.00	$0.00
285	1	PVDM3 32-channel to 64-channel factory upgrade	$735.00	$735.00
286	1	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	$0.00	$0.00
287	1	SMARTNET 8X5XNBD 2951 Voice Bundle w/ UC License PAK	$806.40	$806.40
288	1	Four-port Voice Interface Card - FXO (Universal)	$431.20	$431.20
289	1	1-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	$700.70	$700.70
290	1	Cisco Communication Manager or SRST- 100 seat license	$1,127.00	$1,127.00
291				$385,195.24
292		**Cerium Networks Professional Services:**		
293	1	CO - CISCO UNIFIED COMMUNICATIONS MANAGER - PUBLISHER/ SUBSCRIBER SERVER ROLE - UP TO 100 USERS	$3,420.00	$3,420.00
294	6	CO - CISCO UNIFIED COMMUNICATIONS MANAGER - PUBLISHER/ SUBSCRIBER - PROGRAMMING BEYOND THE INITIAL 100 USER SERVER ROLE TURN-UP - ADDER FOR EVERY 100 ADDITIONAL CISCO UNIFIED COMMUNICATIONS MANAGER USERS	$1,368.00	$8,208.00
295	1	CO - CISCO UNIFIED PRESENCE - PUBLISHER/SUBSCRIBER SERVER ROLE - UP TO 100 USERS	$3,078.00	$3,078.00
296	1	CO - CISCO UNIFIED PRESENCE PROGRAMMING BEYOND THE INITIAL 100 USER SERVER ROLE TURN-UP ADDER FOR EVERY 100 ADDITIONAL CISCO UNIFIED PRESENCE SUBSCRIBERS	$1,026.00	$1,026.00
297	1	CO - CISCO UNIFIED COMMUNICATIONS - UNITY CONNECTIONS VOICE MESSAGING - PRIMARY SERVER ROLE - UP TO 100 MESSAGING SUBSCRIBERS	$3,420.00	$3,420.00
298	5	CO - CISCO UNITY CONNECTIONS VOICE MESSAGING PROGRAMMING BEYOND THE INITIAL 100 USER SERVER ROLE TURN-UP - ADDER FOR EVERY 100 ADDITIONAL CISCO UNITY CONNECTIONS MESSAGING SUBSCRIBERS	$1,368.00	$6,840.00
299	1	CO - CISCO UNITY CONNECTIONS ACTIVE/ACTIVE SERVER DEPLOYMENT - ADDER FOR THE ADDITIONAL SECONDARY VOICE MESSAGING SERVER CONFIGURATION	$2,736.00	$2,736.00

Ln #	Qty	Description	Purchase Price/Unit	Purchase Price/Total
300	1	CO - CISCO EMERGENCY RESPONDER - PUBLISHER/SUBSCRIBER SERVER ROLE - UP TO 100 USERS	$3,078.00	$3,078.00
301	6	CO - CISCO EMERGENCY RESPONDER PROGRAMMING BEYOND THE INTIAL 100 SERVER ROLE TURN-UP ADDER FOR EVERY 100 ADDITIONAL CISCO UNIFIED EMERGENCY RESPONDER SUBSCRIBERS	$684.00	$4,104.00
302	1	CO - CISCO UNIFIED COMMUNICATIONS - THIRD PARTY - SINGLEWIRE INFORMACAST	$4,104.00	$4,104.00
303	1	CO - CISCO UNIFIED COMMUNICATIONS PROFESSIONAL SERVICES	$21,600.00	$21,600.00
304	1	CO - CISCO UNIFIED COMMUNICATIONS PROFESSIONAL SERVICES - DESIGN	$18,800.00	$18,800.00
305		**Cisco Unified Communications Gateways:**		
306	1	CO - CISCO UNIFIED COMMUNICATIONS MANAGER GATEWAY SERVICES - CISCO INTEGRATED SERVICES ROUTER MODEL 2901, 2911, or 2921 - ADDITIONAL TECHNOLOGY FEATURE PACKAGE CONFIGURATION - SECURITY, DATA, OR CISCO UNIFIED BORDER ELEMENT	$1,026.00	$1,026.00
307	8	CO - CISCO UNIFIED COMMUNICATIONS MANAGER SRST - CISCO INTEGRATED SERVICES ROUTER MODEL 2901, 2911, or 2921.	$2,160.00	$17,280.00
308	2	CO - CISCO UNIFIED COMMUNICATIONS MANAGER GATEWAY SERVICES - CISCO INTEGRATED SERVICES ROUTER MODEL 2951, 3925, or 3945.	$3,078.00	$6,156.00
309	4	CO - CISCO UNIFIED COMMUNICATIONS VG224 ANALOG GATEWAY CONFIGURATION	$1,026.00	$4,104.00
310	1	CO - CISCO UNIFIED COMMUNICATIONS ATA 187 ANALOG TELEPHONE ADAPTER CONFIGURATION	$513.00	$513.00
311	1	PM - COMPLEX PROJECT MANAGEMENT - PLANNING AND SETUP	$3,876.00	$3,876.00
312	1	PM - COMPLEX PROJECT MANAGEMENT - EXECUTION	$532.00	$532.00
313	1	PM - COMPLEX PROJECT MANAGEMENT - EXECUTION	$532.00	$532.00
314	40	IN-SERVICE SUPPORT - ON-SITE	$180.00	$7,200.00
315	70	CLC - BASIC END USER TRAINING (0-10 USERS)	$140.00	$9,800.00
316				$131,433.00
			Subtotal	**$516,628.24**
			Freight	**$3,704.03**
			Sales Tax	**$40,065.58**
			Total	**$560,397.85**

Washington State Contract #T12-MST-642

PAYMENT TERMS: **Equipment (hardware/software) upon Delivery, Remaining items Net 30 following Project Completion**

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 26, 2021
Subject:	Approving the purchase of one Dell OptiPlex 7080 PC and two 22-inch Dell monitors from Dell Inc.
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	

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

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

Summary / Background Information

Superior Court Clerk's Department was approved to purchase a new workstation for their Juvenile Department in their 2021-2022 budget and has requested Information Technology to purchase a pc and two monitors for employees to use within their department. Resolution 2019-753 requires that new equipment purchased over $500 be approved by the Board of Benton County Commissioners.

PC and monitors will be purchased from Dell, an authorized Washington State vendor under NASPO ValuePoint's Computer Equipment Contract, Dell Marketing, L.P. Contract #05815-003.

Fiscal Impact

Amount: **$1,800 excluding WSST.**

Fund: **Superior Court Clerk approved 2021-2022 budget.**

Recommendation

Information Technology recommends that the Board approves the purchase of one Delll OptiPlex 7080, and two 22-inch Dell monitors in an amount not to exceed $1,800 excluding WSST from Dell Inc. All equipment purchased will be added to Central Services Replacement Fund (0132101).

Suggested Motion

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE OF ONE DELL OPTIPLEX 7080 AND TWO 22-INCH MONITORS FOR THE SUPERIOR COURT CLERK FROM DELL INC.

WHEREAS, the Superior Court Clerk has been approved in their 2021-2022 budget to purchase a new workstation setup for their Juvenile Department; and

WHEREAS, Information Technology has been requested to purchase one pc and two monitors for Superior Court Clerk use; and

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

WHEREAS, per Resolution 2019-753, Section 3.1 of the Technology Replacement Policy and Procedures requires new equipment purchases over $500 receive approval by the Board of Benton County Commissioners before purchasing; NOW, THEREFORE

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with Information Technology's recommendation and approves the purchase of one Dell OptiPlex 7080 and two 22-inch monitors for the Superior Court Clerk in an amount not to exceed $1,800 excluding Washington State Sales Tax to be paid for using Superior Court Clerk approved 2021-2022 budgeted funds; and

BE IT FURTHER RESOLVED, purchased Dell OptiPlex and Dell monitors will be enrolled into Central Services Replacement Fund (0132101).

Dated this 26 day of January , 2021

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

Orig: Information Technology
cc: Auditor, Superior Court Clerk

Prepared by: R. Heard

DELL eQuote

Savings	$693.84
Subtotal (3)	**$1,733.14**
Estimated Shipping	$0.00
Total	**$1,733.14**

Details

Standard PC with Dual Monitors 16GB RAM
Quote number # 3000076279852

Created January 5, 2021
Expires February 4, 2021
Created by
robert.heard@co.benton.wa.us
Authorized buyer Robert Heard

Customer details

Billing

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

Tax exemption
I am not tax exempt

Shipping

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

Delivery method
FREE Standard Delivery

Trade compliance
No, I will not be exporting

Payment method

Description

Standard PC with Dual Monitors 16GB RAM

Notes

Standard PC with Dual Monitors 16GB RAM

Items	Quantity	Unit Price	Item total
Bundle: OptiPlex 7080 Micro - Build Your Own	1	$1,967.00	$1,967.00

OptiPlex 7080 Micro - Build Your Own

Discounted unit price: $1,337.56

Estimated Ship Date

January 19, 2021 - January 21, 2021

Premier discount -$629.44

Catalog Number: 84 / xctoo7080mffusr

Category	Description	Code	SKU	ID
OptiPlex 7080 Micro	OptiPlex 7080 Micro XCTO	G70JB1M	[210-AVLL]	1
Processor	10th Generation Intel® Core™ i7-10700 (8-Core, 16MB Cache, 2.9GHz to 4.8GHz, 65W)	G74RDLH	[338-BVCD]	146
Operating System	Windows 10 Pro 64bit English, French, Spanish	GF48XA1	[619-AHKN]	11
Microsoft Office	No Microsoft Office License Included-30 day Trial Offer Only	GC7OFJV	[658-BCSB]	1002
Memory	16GB, 1x16GB, DDR4 non-ECC Memory	GXQ5OIR	[370-AFIX]	3
Hard Drive	M.2 256GB PCIe NVMe Class 35 Solid State Drive	G53RWIM	[400-BEUW] [412-AALV] [773-BBBC]	8
Additional Hard Drive	No Additional Hard Drive	G780XKR	[401-AANH]	637
Video Card	Intel® Integrated Graphics	GZQDA24	[490-BBFG]	6
Chassis Options	OptiPlex 7080 Micro 65W	GX71W9L	[329-BETU]	116
Power Supply	180W A/C Adapter	G8G1VEU	[450-AHBG]	1015
Power Cord	Power Cord (US) for 180W Adapter	G1S6LHJ	[450-AAZN]	20

Category	Description	Code	SKU	ID
Wireless	Intel® Wi-Fi 6 AX201, Dual-band 2x2 80 2.11ax with MU-MIMO + Bluetooth 5.1 with Internal Antenna	GVL64E0	[555-BFQB] [555-BFRK]	19
Wireless Driver	Wireless Driver, Intel Wi-Fi 6 AX201	G0WOIRM	[555-BFUF]	7
Stands and Mounts	No Stand Option	GJO5ZSE	[575-BBBI]	558
Adapter	No Additional Cable	GIX0L8M	[379-BBCY]	592
Serial Port Adapter	No Parallel or Serial Port	GVEYOQ7	[492-BBFF]	698
Keyboard	Dell KM636 Wireless Keyboard&Mouse (Blk)	G3BQ1K6	[580-AISH]	4
Mouse	Mouse included with Keyboard	GU54MYP	[570-AADI]	12
Back Cover	No Cable Cover	GDT2C7Z	[325-BCZQ]	376
Software Stack	Dell Applications Windows 10 with Dell Optimizer	GIG5KLR	[525-BBCL] [640-BBLW] [658-BBMR] [658-BBRB] [658-BEOK] [658-BEQP]	1003
Operating System Recovery Options	OS-Windows Media Not Included	GLA9OQ1	[620-AALW]	200013
ENERGY STAR	ENERGY STAR Qualified	G6J34SM	[387-BBLW]	122
EPEAT 2018	EPEAT 2018 Registered (Silver)	GTZOE2H	[379-BDTO]	200331
Documentation	Safety/Environment and Regulatory Gui de (English/French Multi-language)	G7RB0GY	[340-AGIK]	21
System Monitoring Options	Dell Watchdog Timer	G0M2LT3	[379-BDWG]	39

Category	Description	Code	SKU	ID
Placemat	Quick Start Guide for OptiPlex 7080 Micro	GVWAXO0	[340-CQNH]	60
Order Information	US No Canada Ship Charge	G3IA0L8	[332-1286]	111
EAN/UPC Labels	No UPC Label	G8WGTYN	[389-BCGW]	292
TPM Security	Trusted Platform Module (Discrete TPM Enabled)	GJMDKT6	[329-BBJL]	297
Shipping Material	Shipping Material for MFF(DAO)	GQKNZ4O	[340-CQYN] [389-BBUU]	465
Label	Regulatory Label, 7080 Micro, 180 W Adapter (DAO)	GES96RV	[389-DVNY]	676
Intel Responsiveness Technologies	NO INTEL RESPONSIVE	GH8DSLC	[551-BBBJ]	707
Processor Label	Intel® Core™ i7 vPro Processor Label	G7P94MF	[340-CPOZ]	749
Transportation from ODM to region	Standard shipment	GQT8IGC	[800-BBIO]	200080
Protect Your New PC	No Anti-Virus Software	GD4K19S	[650-AAAM]	1014
External Speakers	No External Speaker	GTNM7E2	[817-BBBC]	200095
Network Adapters (NIC)	No Additional Network Card Selected (Integrated NIC included)	G9MQCN3	[555-BBJO]	13
FGA Module	No FGA	NOFGA	[817-BBBB]	572
Windows AutoPilot	No Windows AutoPilot	GYEO2AP	[340-CKSZ]	291
Add-in Cards	No Additional Add In Cards	GNV4J7Q	[382-BBHX]	583

Category	Description	Code	SKU	ID
Optane	No Optane	GGALRD0	[400-BFPO]	200304
Systems Management	Intel® vPro Technology Enabled	GI4K18E	[631-ACNM]	49
Speakers	Speaker for OptiPlex MFF	GMU0D4Z	[520-AARC]	18
TAA	No TAA	GUSA19Y	[340-ACQQ]	97
Hardware Support Services	4 Years Hardware Service with Onsite/In-Home Service After Remote Diagnosis	NBD4	[812-3886] [812-3889]	29

Grouped with your OptiPlex 7080 Micro - Build Your Own

Dell 22 Monitor - P2219H

2

$229.99

$459.98

Discounted unit price: $197.79

Estimated Ship Date

Friday, January 15, 2021

Premier discount -$64.40

Catalog Number: 84 / p2219hcc

Category	Description	Code	SKU	ID
Dell 22 Monitor - P2219H	Dell 22 Monitor - P2219H	GGQSDJ8	[210-AQBK]	1
Hardware Support Services	3 Years Advanced Exchange Service	G0N1BI5	[814-9381] [814-9382]	29

Bundle Total: $1,733.14

Savings: $693.84

Subtotal (3):	**$1,733.14**
Savings	$693.84
Subtotal (3)	**$1,733.14**
Estimated Shipping	$0.00
Total	**$1,733.14**

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

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RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

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

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

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

Prepared by: S. Berry

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Juvenile Operations Dept Nbr: 171

Fund Name: Juvenile Center Fund Nbr: 0115101

TRANSFER FROM: TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
527.100	3106	Operating Supplies	$1,000	527.100	3508	Computer Replacement	$1,000
TOTAL			$1,000	TOTAL			$1,000

Explanation:

This 2021-2022 Budget cycle LIT is needed to add the funds to the computer replacement line. The computer we are replacing (Tag 21333) needs to be upgraded to a laptop with docking station and this is the cost of the difference.

Prepared by: Shela Berry Date: 04-Jan-2021

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 26, 2021
Subject:	Executing Conflict and Overflow public defense contracts for Juvenile Court
Presenter:	
Prepared By:	Denise Gerry
Reviewed By:	Eric Hsu

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

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

Summary / Background Information

Benton County is obligated to provide public defense services in Benton County for dependency and termination of parental rights cases ("Juvenile Civil Cases"). Benton County has a group of attorneys to whom these types of cases are regularly assigned.

From time to time, both because of caseload limits imposed by Washington State Supreme Court rules, and because of conflicts of interest, it becomes necessary to assign cases to attorneys outside of the group of attorneys who regularly take on these cases. The proposed is for attorneys to take on these conflict and overflow cases.

Fiscal Impact

None beyond budgeted

Recommendation

Approve conflict and overflow cases for Eric Scott for Juvenile Court conflict dependency and termination of parental rights cases

Suggested Motion

N/A – Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A PUBLIC DEFENSE CONTRACT WITH ATTORNEY ERIC SCOTT TO REPRESENT CHILDREN AND PARENTS IN DEPENDENCY AND TERMINATION OF PARENTAL RIGHTS CASES ON A CONFLICT AND OVERFLOW BASIS

WHEREAS, Benton County is obligated by law to provide indigent defense services in Benton County Juvenile Court to affected juveniles and parents in dependency and termination of parental rights cases ("Juvenile Civil Cases"); and

WHEREAS, from time to time the group of attorneys who are regularly assigned Juvenile Civil Cases have conflicts of interest or hit caseload limits imposed by the Washington State Supreme Court and it is necessary to seek the appointment of other attorneys on a "conflict and overflow" basis; and

WHEREAS, attorney Eric Scott ("Attorney") has agreed to take on a limited number of Juvenile Civil Cases on such a conflict and overflow basis and is well qualified for same; and

WHEREAS, the proposed contract facilitates Attorney's appointment to these conflict and overflow Juvenile Civil Cases as well as his compensation for same; **NOW, THEREFORE**

BE IT RESOLVED that the public defense contract with attorney Eric Scott, designated BCJUV2122EJS001D, for his appointment to Juvenile Court dependency and termination of parental rights cases (representing both affected juveniles and parents) on a conflict and overflow basis, commencing January 1, 2021 and expiring December 31, 2022, with compensation not to exceed $1,500 for child cases and $2,000 for parent cases per case per year that the case is pending, be executed as presented.

Dated this _____ day of _____ 20 _____

_____
Chairman of the Board

_____
Member

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

Attest: _____
Clerk of the Board

cc: Originals – OPD, Eric Scott
Copy – Auditor, S Godinez

E. Hsu

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO JUVENILES AND PARENTS IN BENTON COUNTY JUVENILE COURT (DEPENDENCY CASELOAD)

CONTRACT SUMMARY			
Contract Type	**Conflict & Overflow Only**		
Contract Number	**BCJUV2122EJS001D**	**Contract Holder**	**Eric J. Scott**
WSBA #	**48913**	**Effective Dates**	**January 1, 2021 – December 31, 2022**
Caseload Cap	**10 open cases combined caseload**	**Compensation**	**$1,500 per children's representation case per year** **$2,000 per parent's representation case per year**
Assigned Court	**Juvenile Court**	**Compensation Structure**	**☒ By the case** **☐ Monthly** **☐ Hourly** **☐ By the case but paid monthly**
Compensation Payable To:	**Tri-City Legal, PLLC**		
Contract Slot Identifier: JCD-1			

THIS AGREEMENT is entered into by and between **Eric Scott**, attorney at law, Washington State Bar Association **#48913** ("Attorney"), and **BENTON COUNTY, WASHINGTON**, a state of Washington political subdivisions ("County"), for and on behalf of the Benton-Franklin County Superior Court.

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

A. The County has the legal responsibility to provide legal services to certain children who are parties to dependency proceedings (RCW Chapter 13.34/26.44, as now

existing or as may be amended/recodified) and/or termination proceedings (RCW Chapter 13.34, as now existing or as may be amended/recodified) (collectively "Civil Proceedings") in the Juvenile Division of the Benton-Franklin Counties Superior Court (the "Juvenile Court Division" or "Juvenile Court").

B. The County also has the legal responsibility to provide legal services to parents who are subject to Civil Proceedings in Juvenile Court.

C. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons in Civil Proceedings and contested family law matters, and desires to contract with the County to provide Legal Services to indigent children and parents subject to Civil Proceedings in the Juvenile Court Division.

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **January 1, 2021,** and shall continue thereafter through and including **December 31, 2022**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

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

a. Attorney presently and regularly maintains (or has access to) an office adequate and appropriate for the practice of law at **7101 Hood Place, Ste B202, Kennewick, WA 99336**; Attorney's current local office telephone and fax numbers are **(509) 578-1555 and (509) 591-9355**, respectively; and Attorney's current office/work e-mail address is **escott@tri-citylegal.com**.

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

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

3. **ATTORNEY'S QUALIFICATIONS.** Attorney acknowledges and agrees that the County have an obligation to provide competent and effective legal counsel to juveniles and parents subject to Civil Proceedings in Juvenile Court. Attorney shall perform all services hereunder in strict accordance with the usual skills and professional ethical standards exercised by attorneys engaged in the representation of respondents or involved parties in dependency or termination of parental rights cases. Without limitation in that regard, Attorney acknowledges and agrees that Attorney has a fundamental duty and responsibility to effectively promote and protect

the best interests and rights of all persons whom Attorney is appointed to represent under this Agreement.

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

(i) This Agreement may be subject to review and potential termination pursuant to paragraph 19 below in the event that Attorney's license to practice law in Washington is revoked or otherwise limited or restricted; in the event that a court of competent jurisdiction formally determines and expressly finds that Attorney has rendered ineffective assistance of counsel to any person; in the event that Attorney is censured, admonished, or otherwise formally disciplined for conduct or behavior that negatively reflects on Attorney's duty and ability to effectively and competently render legal services hereunder; or in the event that Attorney is suspended or disbarred from the practice of law in any other state or jurisdiction.

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

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

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

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

(a) Any felony offense as defined in RCW 9.94A.030 and RCW 9A.44.130 or misdemeanor sex offense under the laws of the State of Washington, any other state, or federal law;

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

(c) Any violent offense as defined in RCW 9.94A.030 or its equivalent in any other state or federal statute; and/or

(d) Any crime of dishonesty or deception.

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

c. Attorney represents and warrants that, throughout the entire term of this Agreement, Attorney's private law practice caseload; Attorney's schedule; and Attorney's office resources, equipment, and support staff will allow Attorney to competently undertake and effectively perform all services required under this Agreement. Attorney represents and warrants that Attorney's private law practice and schedule will not interfere with Attorney's ability to timely and effectively perform such services including, without limitation, Attorney's ability to prepare for and attend regularly scheduled trials and dockets or Attorney's ability to schedule and conduct face-to-face meetings with the persons Attorney is appointed to represent under this Agreement for purposes of

discussing, preparing, and pursuing the most viable defense(s) and/or resolution available and keeping such persons reasonably apprised as to the status of their case.

d. Pursuant to RCW 10.101.050, no later than 15 calendar days after the end of each calendar year during the term of this Agreement, Attorney shall provide the PDMs with a written report showing the total number and specific types of private practice cases (which for purposes of this Agreement shall include pro bono cases, retained-fee cases, and any cases handled by Attorney under any other professional/personal services agreement) in which Attorney provided legal services during the preceding year and the total number and specific types of appointed cases under this Agreement in which Attorney provided legal services during the preceding year. Additionally, in the event that the public defense attorney caseload activity reporting requirements under RCW 10.101.050 are later amended/modified, Attorney shall correspondingly comply with any such amended/modified reporting requirements without added compensation upon written notice from the County to do so.

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

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

4. **OTHER INDIGENT DEFENSE ATTORNEYS.**

In addition to entering into this Agreement with Attorney, the County has entered into, or contemplate entering into, separate and independent professional services agreements with other licensed attorneys to primarily provide defense services to persons subject to Civil Proceedings in Juvenile Court. Attorney agrees to fully cooperate and coordinate with such other independent contractor attorneys, the JCA, the PDMs, and any attorneys hired and employed by the County ("Staff Defenders") to provide criminal defense services to persons accused of crimes in Juvenile Court, to establish a process to effectuate the efficient and equitable distribution of case appointments between Attorney, said other independent contractor attorneys, and said Staff

Defenders (collectively the "Juvenile Court Criminal Defense Panel"). The JCA and/or the PDMs shall have the inherent discretion and authority to monitor and control (and reasonably modify/change) such process.

5. **CASE APPOINTMENTS.** During the term of this Agreement, Attorney agrees to and shall accept appointments to represent juveniles (regardless of their race, color, national origin, age, sex, marital status, sexual orientation, handicap/disability, personal background, creed, or political or religious affiliation) on any matter in Juvenile Court in which publicly-provided counsel is furnished or required by law. More specifically, Attorney shall accept court appointments to represent juveniles on any of the following types of matters on a "conflict" basis (i.e. when other attorneys, usually appointed to these cases, are unable to accept appointments due to conflicts of interest):

- Representation of affected juveniles in dependency or termination of parental rights cases ("Juvenile Civil Cases") pursuant to RCW Chapter 13.34 ("Child Cases")

- Representation of parents who are respondents in Juvenile Civil Cases ("Parent Cases")

6. **CONTINUED REPRESENTATION.**

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

In the event that Attorney desires to terminate this Agreement, or decides, upon natural expiration of this Agreement, not to renew, then Attorney shall provide ninety (90) days written notice of such intent. In the case of termination by such notice, or if County terminates the agreement by providing notice to Attorney, Attorney shall have no further responsibilities to appointed clients pursuant to this Agreement past the effective date of the termination. In the case of natural expiration of this Agreement, if Attorney fails to provide written notice of desire not to renew at least ninety (90) days prior to the actual expiration date, then Attorney shall nevertheless continue to represent appointed clients until 90 days has elapsed from the date when the written notice of nonrenewal is provided even if a portion of of the 90 day period extends past the effective date of the expiration. If a portion of this 90 day period extends past the effective date of the expiration, then Attorney shall be entitled to a pro-rated compensation for the period of continued representation that extends past the effective date of expiration.

7. **NUMBER OF APPOINTMENTS.** During each calendar year of the term of this Agreement, Attorney agrees to and shall accept appointments to provide legal representation in Child Cases and Parent Cases up to a combined maximum of ten (10) open cases at any given time.

Throughout the term of this Agreement, the Legal Process Unit of the Juvenile Justice Center shall keep and maintain records consistent with the provisions of this Agreement in a format adequate to accurately track and monitor the number of Attorney's appointments and total case equivalents hereunder. The Legal Process Unit shall provide copies of such records to the PDMs and Attorney on a monthly basis. Upon receipt of such records on a monthly basis, Attorney shall certify the accuracy of such records and return them to the Legal Process Unit within ten (10) business days or shall, if necessary, dispute the accuracy of the records. In the event that Attorney disputes the accuracy of such records, Attorney shall bear the burden of providing evidence of such inaccuracy and of the appropriate count(s). The obligation to review and sign off on the accuracy of records on a monthly basis is an affirmative and express obligation of Attorney under this Agreement and, pursuant to Section 12g. below, Attorney's compensation may be withheld until Attorney comes into compliance with this obligation.

8. **RESERVED.**

9. **CLIENT ELIGIBILITY.** The Juvenile Court (or its designee), consistent with applicable laws, rules and standards, shall determine the eligibility of any particular person for representation by Attorney under this Agreement. Attorney is under no obligation to determine a person's eligibility or continuing eligibility to receive publicly provided representation. However, if Attorney is appointed to represent a person and subsequently discovers that such person may not be eligible to receive publicly-provided representation under applicable laws, rules and standards, Attorney, if able to do so within the bounds of applicable ethical rules and professional standards, shall promptly notify the Juvenile Court of such possibility for purposes of the Court (or its designee) taking action at its discretion to re-determine whether such person is/remains eligible to receive publicly-provided representation. If the Juvenile Court (or its designee) then determines that such person is not eligible for publicly-provided representation, the appointment of Attorney to represent such person shall be rescinded and such person shall be required to retain his/her own legal counsel. Attorney shall not thereafter represent such person in such matter on a retained-fee basis unless such person applies for and receives the Juvenile Court's permission allowing such representation. Nothing contained herein shall prevent Attorney from representing a person on a retained-fee basis in an action in which Attorney has not been appointed by the Juvenile Court to represent such person, or from representing a person on a retained-fee basis whom Attorney has been appointed by the Juvenile Court to represent provided that the matter(s) involving the retained representation are wholly independent and unrelated to the matter for which Attorney was appointed.

10. **CONFLICTS.** Notwithstanding any other terms or provisions contained in this Agreement to the contrary, Attorney shall not be required to accept, and Attorney shall decline to accept, an appointment under this Agreement if the particular appointment would create a true and bona fide conflict of interest for Attorney or would otherwise cause or constitute an actual violation of any generally recognized ethical or professional standards common and applicable to attorneys in the state of Washington. Furthermore, in the event a true and bona fide conflict of interest arises subsequent to Attorney receiving an appointment under this Agreement (or in the event Attorney's continued involvement in a pending case would cause or constitute an actual violation of any such ethical or professional standards), Attorney shall immediately make the

Juvenile Court aware of such development for purposes of the Court taking action to appoint another attorney to assume and undertake legal representation in such case.

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

a. Without limiting Attorney's obligation to initially meet with an adult or juvenile client to discuss his/her case as soon as reasonably possible following Attorney's appointment to the case.

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

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

12. **COMPENSATION.**

For each case to which Attorney is appointed pursuant to this Agreement, Attorney shall be paid the following compensation as a flat fee for every year when the case is open and pending. For cases that extend beyond one year, Attorney shall be entitled to file a claim for compensation for the yearly amount at each yearly anniversary of Attorney's appointment date:

a) For Child Cases: $1,500

b) For Parent Cases: $2,000

Compensation shall be paid within 30 days of when Attorney files a Claim for Compensation, together with an invoice, with the County's Office of Public Defense, utilizing whatever invoicing policies and protocols are in place at the time.

13. **RESERVED.**

14. **COSTS AND EXPENSES.**

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

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

(i) Attorney shall be entitled to receive reimbursement for the actual cost of such out-of-pocket expenditures or may arrange with the PDMs for the service provider (e.g., private investigator, psychologist/psychiatrist, interpreter, testing lab, or expert witness) to be compensated directly by the County provided that, however, Attorney shall not incur any such expense (and shall not direct a service provider to incur any expenses), nor shall Attorney be entitled to be reimbursed or the service provider compensated for any such expense, unless such expense has been pre-approved by the PDMs in writing pursuant to pre-approval process established by the PDMs and promulgated by written policy. Such pre-authorization will state and provide a specific dollar amount for the requested and authorized expenditure; provided that, in the event it is not reasonably possible to state and provide a specific dollar amount for a particular requested expenditure, such pre-authorization may nevertheless provide authorization for the expenditure but shall establish and set forth a maximum dollar expenditure amount. In regard to any reimbursement to Attorney for any PDM-approved expenditures and costs pertaining to case-related travel, meals, and lodging, any reimbursement to Attorney for such expenditures and costs shall not exceed the locally adjusted amounts that are established and published by the Federal General Services Administration.

(ii) In addition to any other prerequisites imposed by court rules, procedures, or standards, as a precondition to Attorney being eligible to be reimbursed or a service provider being eligible to be compensated for an expenditure under paragraph 14.b., either Attorney or the service provider shall be required to submit a claim for reimbursement/compensation to the appropriate PDM that identifies the specific expenditure(s) for which reimbursement is sought (exercising appropriate discretion to protect client confidentiality given that such

claims are matters of public record unless sealed by the court at Attorney's request) and that has attached thereto a copy of the PDM's pre-authorization that specifically pre-approved and authorized such expenditure(s) (unless sealed by the court at Attorney's request) together with attached copies of all written payment receipts relating to such incurred expenditure(s) (unless sealed by the court at Attorney's request). Attorney's administrative time expended to prepare, submit, and process claims shall not be billable to the County. All payment vouchers and claims for reimbursement/compensation under this paragraph shall be subject to the PDM's review and final approval for payment. Attorney shall submit claims for reimbursement to the appropriate PDM within sixty (60) days of Attorney incurring the expense(s) for which reimbursement is sought, and the County shall have the right to deny payment of any claim that is not timely submitted within said requisite sixty (60) day period.

15. **ADDITIONAL ASSISTANCE.** Attorney may from time-to-time be appointed to handle certain Class A felony matters hereunder in Juvenile Court that may require an extraordinarily excessive amount of Attorney's time and/or responsibility. If Attorney is appointed to handle such a matter, Attorney may request that the Juvenile Court appoint one of the other Juvenile Court Criminal Defense Panel attorneys to assist Attorney in such matter, with the other attorney (unless prevented by a conflict of interest) being appointed to assist Attorney in the same manner as any other appointment. The parties intend that the provisions of this paragraph may be pursued and utilized only under extraordinary and exceptional circumstances when the appointment of another attorney is actually necessary to prevent Attorney from performing an inordinately greater amount of work or accepting an inordinately greater amount of responsibility than the other members of the Juvenile Court Criminal Defense Panel. Notwithstanding the foregoing provisions of this paragraph, however, if the Juvenile Court determines in any particular matter within the scope of this paragraph that the appointment of another attorney to assist Attorney requires the appointment of a non-panel member attorney because of the nature and complexity of the particular matter, the Juvenile Court (or designee) would have the ultimate and inherent discretion and power to do so.

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

paragraph, for purposes of this paragraph, Attorney waives, with respect to the County only, any immunity that would otherwise be available to Attorney under the Industrial Insurance Act provisions of Title 51 RCW or any other similar workers/employee disability or benefit law. The indemnification and hold harmless provisions of this paragraph shall survive the termination or expiration of this Agreement.

17. **INSURANCE.**

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

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

(ii) Attorney shall continuously maintain the professional liability insurance coverage required by this paragraph 17.a. throughout the entire term of this Agreement, throughout any other longer time period during which Attorney is obligated to continue performing services and duties hereunder, and for a period of no less than thirty-six (36) consecutive months after Attorney has fully completed all services and duties required hereunder.

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

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

(ii) The insurance policies required by this paragraph 17.b shall require that the insurance company provide the County with no less than thirty (30) days prior written notice in the event the policy is cancelled or materially altered; shall

comply with all applicable state of Washington insurance requirements; and shall be issued by an insurance company rated A- or better by A.M. Best authorized to conduct business and issue insurance in the state of Washington.

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

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

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

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

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

19. **TERMINATION.**

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

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

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

c. In addition to the foregoing provisions regarding termination, either party may elect to terminate this Agreement with or without cause or reason by providing the other party with ninety (90) days advance written notice of such election. Attorney shall continue to receive case appointments during the first sixty (60) days of the notice period and shall have continued responsibility for those appointed cases pursuant to paragraph 6 above. A ninety (90) day notice of termination given by either party under this paragraph 19.c. shall be fully and immediately effective when received by the recipient party pursuant to the provisions of below paragraph 32 (notwithstanding the inclusion of any contrary terms or language in the notice) without any need for formal or informal acceptance or any other response by the recipient party, and such notice may not thereafter be rescinded/revoked by the party giving such notice unless such rescission/revocation is expressly acknowledged and agreed to by the recipient party in writing in the recipient party's sole discretion.

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

e. If the County decides in its discretion to provide public defense representation in Juvenile Court through a public agency (such as an Office of Public Defense or similar entity) that would reduce or fully eliminate the need for continuing this Agreement with Attorney, the County will notify Attorney of such decision as soon as reasonably practicable so that Attorney and the County can coordinate and pursue an appropriate transition.

20. **INDEPENDENT CONTRACTOR.** Attorney fully understands, acknowledges, and agrees that Attorney shall not be an agent, representative, or employee of the County or the Juvenile Court for any type of purpose or situation whatsoever (including, without limitation, for purposes of any type of wage, hours/overtime, workers/industrial insurance compensation, unemployment, fair labor, and/or employee benefit/leave laws, disability act coverage or rules, and/or regulations) and that Attorney, as of the date of this Agreement and throughout its entire term, is and will always be acting and operating as a fully independent contractor. In that regard, subject to Attorney's duties, responsibilities and obligations imposed under this Agreement, Attorney shall have sole and absolute discretion using Attorney's best professional legal judgment to determine the manner and means of providing the legal representation services required under this Agreement; and neither the County, the JCA, the PDMs, nor the Juvenile Court shall have any authority or duty to directly control the actual performance of Attorney's professional services hereunder.

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

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

b. In the event Attorney needs or desires to take up to a maximum of four (4) consecutive weeks (or such longer requested period of time as may be expressly pre-approved in writing by the respective PDMs on a case-by-case basis, in his sole and absolute discretion) leave of absence from the practice of law and/or the requirements of representation under this Agreement during the term of this Agreement and is unable to obtain the assistance of the other Juvenile Court Defense Panel members during such temporary absence, Attorney may seek and obtain the assistance of another Washington-licensed attorney (subject to pre-approval of such attorney by the PDMs which shall not be unreasonably withheld) to make temporary, substitute appearances for Attorney during such absence on routine docket matters and routine court hearings on an as-needed basis provided that Attorney and such other attorney jointly prepare, sign and file a written certification with the court (with a copy to be provided to the PDMs) in all such matters and hearings that expressly certifies that such other attorney has reviewed this Agreement and fully meets all criteria, qualifications, and requirements under this Agreement to render legal services and provided further that such temporary substitution is expressly authorized on the court record by the court and the particular person(s) being represented by Attorney who is/are affected by such substitution of legal counsel.

(i) Any compensation or consideration (if any) to be paid or given by Attorney to such other attorney for such substitution(s) shall be a matter of direct negotiation and agreement between Attorney and such other attorney, and such other attorney shall not be entitled to receive any compensation from the County for such substitution(s).

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

c. In the event Attorney is called up for active military duty or for direct civilian support of active military operations, Attorney shall provide the PDMs and JCA with written notice of such event within five (5) business days of Attorney being called up so that the PDMs, JCA and Attorney can coordinate and arrange for an appropriate substitute attorney to handle Attorney's duties under this Agreement while Attorney is on military leave and any reasonable back-to-civilian-life transition time requested by Attorney upon return. The selection of a substitute attorney shall be subject to the PDMs' approval and such approval shall not be unreasonably withheld. Conditioned upon Attorney complying with said notice and cooperation requirements, Attorney shall be entitled to resume Attorney's contract duties hereunder upon written request to the JCA/PDM within a reasonable time after Attorney's return from active service, but Attorney shall receive no compensation under this Agreement while on leave or during any such transition time.

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

23. **OTHER APPOINTMENTS.** Attorney shall not enter into any contract/arrangement to perform criminal prosecution services in any court or jurisdiction. Subject to, and without limiting/waiving, Attorney's duties and obligations under this Agreement, Attorney may enter into a part-time contract/arrangement to receive public defense appointments in another court or jurisdiction, provided that, and on the indispensable condition that, Attorney's duties and obligations under said part-time contract/arrangement will not conflict with or interfere with Attorney's ability to timely and effectively perform Attorney's duties and obligations under this Agreement.

24. **TEMPORARY JUDICIAL SERVICE.** Subject to, and without limiting/waiving, Attorney's duties and obligations under this Agreement, Attorney may temporarily serve as a judge pro tem in any capacity and under any circumstances except on any criminal cases pending before the Juvenile Court, provided that, and on the indispensable condition that, it would not conflict with or interfere with Attorney's ability to timely and effectively perform Attorney's duties and obligations under this Agreement. Any potential exceptions to the foregoing limitation on Attorney serving as a judge pro tem would be strictly on a case-by-case basis and would be strictly subject to Attorney obtaining the PDMs' prior express approval and authorization, which decision shall be decided on a case-by-case basis in the PDMs' sole and absolute discretion.

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

26. **CAPTIONS; TIME COMPUTATION.**

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

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

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

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

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

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

31. **DISPUTE RESOLUTION.**

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

b. Accordingly, in furtherance of the parties' above-stated agreement to submit any and all claims and disputes to non-judicial resolution, in the event any type of dispute arises between the parties involving the performance or interpretation of this Agreement, or that in any other way relates to, or arises from, this Agreement, either party may then make written demand on the other party to submit the dispute to mediation through the assistance of an experienced mediator chosen by mutual agreement of the parties who must be a Washington-licensed attorney experienced in contract disputes. The mediation shall occur within thirty (30) days of the mediation demand, unless the parties mutually agree otherwise. The County shall pay one-half of the mediator's fees and expenses, and Attorney shall pay the other one-half of such fees and expenses.

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

entitled to recover such party's reasonable attorneys' fees, costs and expenses from the other party as a part of the arbitration decision and award. In the event of suit or action to enforce an arbitration award, venue shall lie exclusively in Benton or Franklin County Superior Court, and the most prevailing party in such suit or action shall be entitled to recover such party's reasonable attorneys' fees, costs and expenses from the other party.

32. **NOTICES.**

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

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

OPDNotices@co.benton.wa.us

Darryl Banks, Juvenile Justice Center Administrator
Benton-Franklin County Juvenile Justice Center
5606 W. Canal Place, Suite 106
Kennewick, WA 99336

jjcnotices@co.benton.wa.us

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

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

33. **LEGAL COMPLIANCE.** Attorney agrees to and shall strictly follow and comply with any and all federal, state, local, and administrative laws, rules, and regulations applicable to Attorney's pursuit and performance of activities under this Agreement. Without limitation in that regard, Attorney shall timely and fully pay all applicable taxes, fees, licenses, and other payments required by law; and Attorney shall fully comply with any and all anti-discrimination laws and

policies including, without limitation, the County's policy that no person will be subjected to discrimination by the County or their contractors based on race, color, national origin, age, sex, marital status, sexual orientation, handicap/disability, personal background, creed, or political or religious affiliation.

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

For Benton County	**For Contractor**
Date: _____	Date: Jan 12, 2021
_____ Chairman	Eric Scott Eric Scott (Jan 12, 2021 20:21 PST) Eric J. Scott WSBA #48913
_____ Commissioner	
_____ Commissioner	
Approved as to form and content Eric Hsu (Jan 12, 2021 16:19 PST) Eric Hsu, Attorney at Law Public Defense Manager	

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 26, 2021
Subject:	Execute District Court public defense contract with Jared Hanson
Presenter:	N/A
Prepared By:	Denise Gerry
Reviewed By:	Eric Hsu

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

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

Summary / Background Information

After a RFQ for District Court public defense contracts was held in late Fall, 2020, proposed contract awards were made, including a proposed contract to be awarded to attorney Jared Hanson. Attorney Jared Hanson's contract is now proposed for execution.

Fiscal Impact

None beyond budgeted

Recommendation

Approve resolution. Execute public defense contract with attorney Jared Hanson as proposed.

Suggested Motion

NA – Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING AND EXECUTING AN AGREEMENT WITH JARED HANSON TO PROVIDE PUBLIC DEFENSE SERVICES IN BENTON COUNTY DISTRICT COURT TO DEFENDANTS CHARGED WITH CRIMINAL OFFENSES

WHEREAS, Benton County is obligated by law to provide indigent defense services in Benton County District Court for defendants charged with criminal offenses ("Criminal Cases"); and

WHEREAS, Benton County provides for representation on Criminal Cases by a combination of staff trial attorneys and contract attorneys; and

WHEREAS, the existing contracts for public defense services on Criminal Cases ("Contracts") is set to expire on December 31, 2020; and

WHEREAS, it is therefore necessary to seek Statements of Qualifications from interested attorneys in order to award new Contracts; and

WHEREAS, after a Request for Qualifications ("RFQ") was held and applications reviewed, it was deemed appropriate to award a Contract to attorney Jared Hanson for public defense services on Criminal Cases in Benton County District Court; **NOW, THEREFORE**

BE IT RESOLVED that the public defense contract with attorney Jared Hanson, designated BCDC2122JRH001, for services to be provided in Benton County District Court to defendants charged with criminal offenses, commencing January 1, 2021 and expiring December 31, 2022, with a per case compensation in the amount of $6,375 per month in 2021 and $6,500 per month in 2022 (plus other allowable case premiums, reimbursements, and other fees as provided in the professional services agreement) be approved as proposed.

Dated this _____ day of _____ 20 _____

_____
Chairman of the Board

_____
Member

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

Attest: _____
Clerk of the Board

cc: Originals – OPD, Jared Hanson
Copy – Auditor, S Godinez

E. Hsu

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON COUNTY DISTRICT COURT CONTRACT # BCDC2122JRH001

CONTRACT SUMMARY			
Contract Type	**Full Caseload Monthly**		
Contract Number	**BCDC2122JRH001**	**Contract Holder**	**Jared R. Hanson**
WSBA #	**47891**	**Effective Dates**	**January 1, 2021 – December 31, 2022**
Caseload Cap	**390**	**Compensation**	**$6,375/mo (2021)** **$6,500/mo (2022)**
Assigned Court	**District Court**	**Compensation Structure**	☐ **By the case** ☐ **Monthly** ☐ **Hourly** ☒ **By the case but paid monthly**
Compensation Payable To:	**Jared R. Hanson Attorney at Law PLLC**		
Contract Slot Identifier: DCF-1			

THIS AGREEMENT is entered into by and between **Jared R. Hanson,** attorney at law, Washington State Bar Association **# 47891** ("Attorney"), dba Jared R. Hanson Attorney at Law, PLLC and **BENTON COUNTY,** a State of Washington political subdivision ("County"), for and on behalf of the Benton County District Court.

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

A. The County has the legal responsibility to provide legal defense services to indigent persons charged with misdemeanor (and gross misdemeanor) criminal offenses alleged to have been committed within the County's jurisdictional boundaries ("County Defendants").

B. County has also entered into interlocal agreements with the municipalities within its jurisdictional boundaries ("Cities") to provide public defense services to those municipalities in fulfillment of their legal duties to criminal

defendants being prosecuted for misdemeanor (and gross misdemeanor) criminal offenses within their jurisdictional boundaries ("City Defendants").

C. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with criminal offenses, and desires to contract with the County to provide legal services to County Defendants and/or City Defendants.

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

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **January 1, 2021** and shall continue thereafter through and including **December 31, 2022**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement. Upon expiration of this Agreement, depending on County's staffing needs, County may elect to utilize any legally appropriate means (including, but not limited, a Request for Qualifications) to select contract awardees. Thereupon, depending on factors including, but not limited to, County's staffing needs, number of qualified applicants, and Attorney's performance during the term of this Agreement, County may choose to re-award a contract to Attorney, to other attorneys, or to no-one, at its sole and exclusive discretion.

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

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at **1355 Columbia Park Trail, Richland, WA 99352.** Attorney's current local office telephone and fax numbers are **(509) 317-8184** and **(509) 293-4057**respectively; and Attorney's current office/work e-mail address is **Jared@hansonpllc.com**.

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

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

3. **ATTORNEY'S QUALIFICATIONS.** Attorney acknowledges and agrees that the County has an obligation to provide competent and effective legal

counsel to indigent persons subject to proceedings in the Benton County District Court. Attorney shall perform all services hereunder in strict accordance with the usual skills and professional ethical standards exercised by attorneys engaged in the defense of persons accused of misdemeanor crimes in the state of Washington and generally exercised by members of the Washington State Bar Association (WSBA). Without limitation in that regard, Attorney acknowledges and agrees that Attorney has a fundamental duty and responsibility to effectively promote and protect the best interests and rights of all persons whom Attorney is appointed to represent under this Agreement. Attorney acknowledges and agrees that he or she independently, solely, and exclusively bears professional responsibility for decisions, actions, and omissions, made in the course of providing professional legal services pursuant to this Agreement. None of the actions or omissions of County or its agents (specifically including County's Public Defense Manager) shall be interpreted as supervising, directing, or otherwise controlling Attorney's exercise of professional discretion.

a. As of the date of this Agreement, Attorney represents and warrants that Attorney is unconditionally licensed to practice law within the state of Washington; has had at least one (1) year of direct trial experience in criminal defense or criminal prosecution matters (or will be part of an intensive and closely supervised mentorship program sponsored by the County's Office of Public Defense); otherwise meets applicable requirements of the Washington Standards for Indigent Defense ("SID") applicable to misdemeanor and gross misdemeanor cases; has not been subject to a termination proceeding involving a previous personal service agreement for indigent defense services; has not been censured, admonished, or otherwise formally disciplined for past conduct or behavior that would negatively reflect on Attorney's duty and ability to effectively and competently render legal services hereunder; has not been suspended or disbarred from the practice of law in any state or jurisdiction at any time in the past; and does not have any bar association complaints filed and pending against him/her.

(i) This Agreement may be subject to review and, if applicable and/or necessary, further action pursuant to paragraph 17 below in the event that Attorney's license to practice law in Washington is revoked or otherwise limited or restricted; in the event that a court of competent jurisdiction formally determines and expressly finds that Attorney has rendered ineffective assistance of counsel to any person; in the event that Attorney is censured, admonished, or otherwise formally disciplined for conduct or behavior that negatively reflects on Attorney's duty and ability to effectively and competently render legal services hereunder; or in the event that Attorney is suspended or disbarred from the practice of law in any other state or jurisdiction.

(ii) Attorney shall notify the County in writing within three (3) business days if any event specified in paragraph 3.a.(i) above occurs or if any bar association complaint is filed against Attorney. Failure to do so shall

constitute a substantial and incurable breach of this Agreement and shall subject this Agreement, at the election of County, to immediate termination.

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

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

Specific training regarding legal financial obligation ("LFO") issues. At least once every 24 months (or more frequently as required in writing by the County due to changes in applicable law) Attorney shall attend training approved and presented/sponsored by County on the subject matter of LFO issues in public defense cases. Attendance may be live or by video replay and Attorney shall provide proof of attendance to County by any means reasonably required by County. If Attorney is a new contract public defender, then County will provide Attorney with basic LFO training material in the first week following the date when Attorney starts with County's public defender training program or first becomes eligible for case appointments, whichever is earlier, and Attorney shall provide proof of viewing of LFO training material to County as a specific condition of this contract within the week by any means reasonably required by County.

In addition to specific training regarding LFO issues, from time to time, County may, but is not obligated to, offer additional training to Attorney on subjects of relevance to Attorney's provision of public defense services pursuant to this Agreement. Attorney acknowledges that such additional training is completely

optional and is offered for Attorney's convenience only. None of this additional optional training shall be regarded as County's right to train Attorney in any way. Attorney may choose not to attend any additional training offered and such a choice will not be detrimental to Attorney's contract, or opportunity to continue to contract in the future, in any way whatsoever.

e. Attorney represents and warrants that, throughout the entire term of this Agreement, Attorney's private law practice caseload; Attorney's schedule; and Attorney's office resources, equipment, and support staff will allow Attorney to competently undertake and effectively perform all services required under this Agreement. Attorney represents and warrants that Attorney's private law practice and schedule will not interfere with Attorney's ability to timely and efficiently perform such services including, without limitation, Attorney's ability to prepare for and attend regularly scheduled trials and dockets or Attorney's ability to schedule and conduct face-to-face meetings with the persons Attorney is appointed to represent under this Agreement for purposes of discussing, preparing, and pursuing the most viable defense(s) and/or resolution available and keeping such persons reasonably apprised as to the status of their case.

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

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

g. Attorney recognizes and acknowledges that Attorney is required by Washington Supreme Court Order to meet certain Supreme Court-adopted Standards for Indigent Defense ("Defense Standards") to provide quality representation to indigent criminal defendants, and to periodically file certain certifications attesting to Attorney's compliance with such Defense Standards. Attorney understands and acknowledges that Attorney's compliance with such Defense Standards and periodic certification filing requirements is a direct professional and ethical obligation between Attorney and any Court in which Attorney appears while performing services under this Agreement. Attorney further acknowledges and understands that, though Attorney's compliance with such Defense Standards and such periodic certification filing requirements is not an express term of this Agreement and therefore not subject to the County's monitoring or control, Attorney's noncompliance with such Defense Standards

and/or such filing requirements would directly impair Attorney's ability to perform and fulfill Attorney's basic obligations under this Agreement. Accordingly, if the County is notified by any Court in which Attorney appears to perform services under this Agreement that Attorney has failed to comply with such Defense Standards or such periodic certification filing requirements, Attorney shall then be considered to be in substantive breach of this Agreement and this Agreement shall then become subject to potential termination under the provisions of paragraph 17.b. below.

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

4. **OTHER INDIGENT DEFENSE AGREEMENTS.** The County has entered into separate and independent professional services agreements with other licensed attorneys, and also employs in-house staff attorneys to primarily provide criminal defense services to persons accused of misdemeanor crimes in Benton County District Court. Attorney agrees to fully cooperate and coordinate with said other attorneys, the Benton County District Court, the District Court Administrator and the PDM to establish a process to effectuate the efficient and equitable distribution of case appointments between Attorney and said other attorneys (collectively the "Benton County District Court Criminal Defense Panel"). The District Court Administrator and/or the PDM shall have the inherent discretion and authority to monitor and control (and reasonably modify/change) such process. Attorney shall accept all case assignments made by the District Court or PDM even if the case does not originate from the docket to which attorney is assigned.

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

- Any misdemeanor matter filed or otherwise pending under the applicable Washington criminal statutes and/or under any other applicable Washington law including the municipal codes of the cities located within Benton County, in the Benton County District Court.

- Any post-disposition probation violation, revocation, modification, and/or contempt-of-court proceeding relating to any underlying criminal case.

- Any material witness matter relating to a case or matter filed in Benton County District Court.

- Any case or matter returned to the Benton County District Court from any higher court.

- Any other type of Benton County District Court case or matter in which another Benton County District Court Criminal Defense Panel member and/or any other attorney who is under a professional services agreement to provide legal representation in Benton County District Court is unable to handle due to a conflict of interest.

- Any case or matter transferred from the Juvenile Court through declination or other court proceedings.

- Any civil contempt of court proceeding, not including non-contempt matters such as non-criminal custody or paternity matters.

- Any post conviction matters where court appointed counsel is mandated by law including, but not limited to: furlough orders, motions to withdraw pleas, and sentence reviews. These post conviction matters do not include appeals to Superior Court pursuant to RALJ, since these are separately addressed herein.

- Any appeals to Superior Court pursuant to the Rules of Appeal for Courts of Limited Jurisdiction ("RALJ")

  a) **Assignment to specific docket:** County intends to assign Attorney to a specific criminal docket, representing cases primarily filed by either County (further divided into law enforcement agency that made the arrest: Washington State Patrol or Benton County Sheriff's Office), or by one of the Cities ("Assigned Docket"). As such, the vast majority of Attorney's responsibilities will be to cases filed on Attorney's Assigned Docket. However, from time to time, whether because of conflict of interest of other public defense attorneys or because of caseload overflow reasons, Attorney may be assigned cases from dockets other than Assigned Docket and Attorney's acceptance of such cases (with allowance for Attorney's bona fide conflicts of interest) are a specific condition of this Agreement even though such cases may require Attorney to attend multiple dockets or even attend court multiple days a week for short periods of time.

  b) **Changes to court schedule:** The parties acknowledge that i) the criminal Docket days are set by Benton County District Court and not by County and therefore they may be subject to temporary or permanent modification at the discretion of Benton County District Court; ii) emergency court operations (including emergency court operations necessitated by the COVID-19 pandemic) may necessitate to modification of Docket scheduling including the splitting of dockets into multiple days a week or otherwise modifying weekly docket responsibilities; (the preceding 5b.i) – ii) shall collectively be referred to as "Docket Scheduling Irregularities").

As to the Docket Scheduling Irregularities described in the preceding paragraph, the parties agree that:

- Docket Scheduling Irregularities do not constitute a breach of this Agreement or such change in circumstances that the Agreement needs to be renegotiated;

- Docket Scheduling Irregularities do not, in themselves, entitle Attorney to additional compensation;

- County agrees to provide Attorney with as much advance notice as reasonably possible as to any anticipated and known Docket Scheduling Irregularities, respectful of the fact that Attorney likely has obligations to private practice or other clients (together with case scheduling obligations) outside of clients assigned through this Agreement.

c) ***In-Custody Team*** **assignment**: Upon written direction from the PDM, Attorney shall be assigned to the *In-Custody Team* provided that the PDM, to the extent possible and practicable, should not make such an assignment against an attorney's expressed desires, and shall only do so if necessary to maintain adequate representation or continuation of representation. This written notification shall be made on or before the commencement of this Agreement term if the Agreement is intended to be for *In-Custody Team* assignment, and may be made at any time after commencement of the Agreement if the assignment to the *In-Custody Team* occurs after commencement. Attorneys assigned to the *In-Custody Team* shall not receive any newly filed misdemeanor matters, material witness matters, matters returned to Benton County District Court from any higher court, any matters transferred from the Juvenile Court through declination or other court proceedings, any conflict cases or any civil contempt cases, any post conviction cases, and will not be expected to handle RALJ appeals (unless they request to be assigned such cases). Instead, *In-Custody Team* attorneys shall be responsible, as a team, for providing representation for the following:

- In-custody initial appearances in Benton County District Court. Such representation shall be provisional only and shall not continue beyond the initial appearance hearing. The purpose of such in-custody representation shall be to resolve compliance or failure to pay fine cases as possible, to make release decision arguments on new criminal charges, and, when possible (usually when plea agreements may be reached with prosecutors) to resolve new criminal charges.

- Providing representation to defendants during all regularly scheduled District Court probation, compliance, or sentence violation dockets and failure to pay fine dockets (if held) except the compliance dockets associated with District Court felonies, and with compliance/fail to pay fine cases docketed in Benton County District Court in Prosser.

d) Arraignment Counsel assignment: On a rotating basis with the schedule established and maintained by the PDM, Attorney shall provide provisional representation to defendants on arraignment dockets. At assigned arraignment dockets, Attorney shall be responsible for remaining available during the entire docket for provisional consultation by any defendant who wishes to have the benefit of legal advice before or during otherwise *pro se* negotiations with prosecuting authorities for the resolution of their case(s) at time of arraignment. During arraignment docket assignments, Attorney shall not be responsible for providing any advice to defendants who are not seeking to resolve their case(s) at time of arraignment, even in the case of defendants whose cases are assigned to them by the Court. If Attorney is not available for an assigned arraignment docket, then Attorney is personally responsible for arranging for coverage by any other attorney who has a current contract with County. In any case where another contract attorney provides coverage, then that attorney, instead of assigned attorney, shall be entitled to the compensation for the assignment.

e) On-call cell phone assignment. On a rotating basis with the schedule established and maintained by the PDM, Attorney shall provide 24-hour "on-call" limited and provisional representation to defendants who are in custody. This assignment will be made for a week (7 consecutive days) at a time during which time Attorney shall carry and answer a cell phone provided to Attorney for such purpose by the PDM (or appropriately forward calls from the provided cell phone to another phone as long as they are answered by Attorney). The PDM shall reasonably ensure that the phone calls being made to the on-call Attorney are only being made by arrestees who wish to speak with an attorney prior to being questioned, providing a breath test sample, or for some other appropriate pre-arraignment purpose. Attorney is specifically permitted to accept people with whom they speak during this assignment as paying private clients and is permitted, to the extent otherwise lawful and not in violation of the Rules of Professional Conduct, to discuss the prospect or terms of such private retainer during the telephone conversation. *From time to time, at the request of an attorney holding a District Court public defense agreement, County may assign the on-call cell phone to such an attorney exclusively for an agreed-upon time (or indefinitely). Such temporary exclusive assignment to an attorney does not negate the provisions of this section 5e) when and if the time comes when the exclusive assignment arrangements terminates and it becomes necessary to assign the on-call cell phone to other attorneys, including Attorney, once again.*

6. **CONTINUED REPRESENTATION.**

Attorney has a duty to timely and fully complete all cases appointed to Attorney under this Agreement. "Timely and fully complete" means, for each case, continuing to represent the defendant up to and including the time of final disposition of their case whether by way of conviction, dismissal of all charges (as a result of a finding of not guilty or as a result of an empaneled jury being unable to reach a verdict), or a change of plea and entering of a sentencing. Provided, however, that if a particular case must be re-tried for any reason whatsoever, including declaration of a mistrial or a hung jury, Attorney

shall be entitled to an additional trial per diem for the additional trial but shall not be eligible for any additional credit. However, if restitution is not agreed upon at time of sentencing and a separate restitution hearing is necessitated, then Attorney shall represent the defendant at such restitution hearing in order to have "timely and fully completed" the case. In cases where a defendant is placed on a deferred prosecution or stipulated order of continuance program, then Attorney shall be responsible for providing legal representation to such a defendant in the event the defendant is accused of a violation of the terms of such a program and is ordered to show cause why their participation in such a program should not be terminated unless other arrangements for appointment of counsel have been made by the Office of Public Defense. The determination of case credit entitlement at such subsequent representation shall be governed by the provisions of Article 8(b) herein.

Attorney's responsibility to provide continuing legal representation to clients upon expiration or termination of this Agreement shall be as stated in Section 17 Termination.

7. **NUMBER OF APPOINTMENTS.**

During each calendar year of the term of this Agreement, Attorney may be appointed any number of case appointments up to **three hundred ninety (390)** total cases equivalents as calculated pursuant to Article 8 herein per calendar year (proratable for any partial calendar year). The maximum number of appointments stated above shall be calculated exclusive of appointments to RALJ appeals and exclusive of cases handled by Attorney while assigned to the compliance unit. Provided, however, that if Attorney is assigned, during any full calendar year to the compliance unit for less than that full calendar year, then for purposes of calculating case equivalent totals for the year, Attorney shall be credited with the greater of thirty-two (32) cases equivalents for each month when Attorney is assigned to the compliance unit.

8. **CASE EQUIVALENTS.**

a. For purposes of calculating Attorney's above-referenced "case equivalents" under this Agreement only and expressly not for purposes of any "weighting system" as allowed by SID, the following provisions shall apply:

- A misdemeanor appointment shall be counted as one (1) case equivalent.

- A probation violation appointment shall be counted as one-third (1/3) case equivalent unless the probation violation appointment requires appearance on the Prosser docket of Benton County District Court or Attorney is assigned to the *compliance unit*. Probation violation appointments requiring appearance on the Prosser docket of Benton County District Court shall be counted as one-half (1/2) case equivalent. During any period of time Attorney is assigned to the *compliance unit*, probation violation appointments shall not count as a case equivalent of any sort.

- An appointment on a mental or substance-abuse commitment, generally to be appointed only when necessary for conflict reasons, shall count as one (1) case equivalent.

- An appointment on a post-conviction review matter including furloughs shall be counted as one-third (1/3) case equivalent unless the matter requires substantial briefing in which case the matter may qualify for additional credit up to a full case equivalent.

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

- An appointment to a case or matter returned to Benton County District Court from a higher court shall be counted as determined by the PDM following consultation.

- If Attorney is appointed to a case and withdraws prior to the second pre-trial hearing for any reason, including the substitution of retained counsel or a conflict of interest, that appointment shall not count as any case equivalent; provided that the PDM shall retain discretion to award a case equivalent value (or fractional portion thereof) if deemed appropriate following consultation. If Attorney is appointed to a case and withdraws after the second pre-trial hearing but before trial readiness, for any reason including substitution of retained counsel or a conflict of interest, then Attorney shall be entitled to one-half (1/2) of a case equivalent.

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

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

- Provisional client contact during *arraignment counsel* assignment, and provisional client contact during *on-call-phone* assignment, shall not count as a case equivalent of any sort.

- RALJ appeals shall count as four (4) case equivalents. If, after a client prevails in Superior Court, the prosecution chooses to appeal to the Court of Appeals and Attorney is required to file an Answer to the appeal, then Attorney shall be entitled to a further one (1) case equivalent.

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

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

d. In any case where Attorney is appointed contemporaneously on multiple compliance and/or failure to pay fine cases, or any combination thereof, involving the same defendant, all of which are resolved on the same docket during the same court appearance(s), such combination of multiple cases shall be considered one case for purposes of case credits, and shall, collectively, be considered either a one-third (1/3) case equivalent or one-half (1/2) case equivalent as specified in 8(a) above.

e. Throughout the term of this Agreement, Attorney shall maintain case appointment records sufficient to provide the following information about each case assigned to Attorney through this Agreement: case name, client name, case number, date of assignment, and charges and date of resolution. On a monthly basis, prior to the 15th day of the month, Attorney shall provide such records to the PDM in a format acceptable by the PDM, including an electronic format if required, for all cases assigned during the preceding month. Within a reasonable time not to exceed 30 days after receipt of Attorney's caseload submission, the PDM or designee shall provide Attorney with a reconciliation report either agreeing to Attorney's reported numbers if they correspond with caseload numbers generated by PDM records, or asking Attorney for additional documentation to substantiate eligibility for individual case credits if Attorney's reported numbers conflict with caseload numbers generated by PDM records. In any case where Attorney is required to provide additional documentation to substantial eligibility for individual

case credits (and Attorney will only be requested to do so if JIS records do not support Attorney's claim for credit) Attorney shall provide such substantiation in the form of a copy of the court issued "notice of appointment" or equivalent form, within 30 calendar days from the request. If Attorney does not so provide, then Attorney shall not be eligible to count such disputed cases in Attorney's caseload total and hereby waives all contractual and common law rights (including the doctrine of *unjust enrichment*) as pertaining to the disputed cases. Furthermore, if Attorney neglects to claim credit for any case or cases in any given caseload report and does not send a revised caseload report claiming such credit within 60 days of the original submission thereof, then Attorney similarly shall not be entitled to credit for such case or cases, and hereby waives all contractual and common law rights (including the doctrine of *unjust enrichment*) as pertaining to such omitted case or cases.

Specific reporting of LFO cases In addition to the other reporting required by this section, if Attorney is appointed by the Benton County District Court to represent clients on LFO matters, then Attorney shall report: 1) the number of LFO failure to pay cases appointed; and 2) the number of LFO failure to appear cases appointed. It is recognized that some cases may involve allegations of both failure to pay and failure to appear and that they therefore should be reported under both categories of cases.

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

10. **CONFLICTS.** Notwithstanding any other terms or provisions contained in this Agreement to the contrary, Attorney shall not be required to accept, and Attorney shall decline to accept, an appointment under this Agreement if the particular appointment would create a true and bona fide conflict of interest for Attorney or would otherwise cause or constitute an actual violation of any generally recognized ethical or professional standards common and applicable to attorneys in the state of Washington. Furthermore, in the event a true and bona fide conflict of interest arises subsequent to Attorney receiving an appointment under this Agreement (or in the event Attorney's continued involvement in a pending case would cause or constitute an actual violation of any such ethical or professional standards), Attorney shall immediately arrange for substitute counsel by: a) contacting the Benton County Office of Public Defense and requesting substitute counsel unless a court appearance on the matter is imminent; or b) appearing in court and requesting that Benton County District Court assign substitute counsel if the time between discovery of the conflict of interest and the next court appearance is very short. Attorney shall not wait for more than two business days to request substitute counsel under 10a) or 10b) since doing so will have the risk of impairing the rights and quality of representation afforded to the affected client. Under no circumstance shall Attorney ever be required to bear the cost of seeking or compensating conflict counsel.

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

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

b. Additionally, throughout Attorney's representation of any person under this Agreement, Attorney shall maintain reasonably appropriate

contact/communications with the person so as to keep him/her fully apprised as to the status of his/her case (with the specific manner and frequency of such contact/communications left entirely to Attorney's professional judgment); and Attorney should use best efforts to apprise the person of any new development in his/her case within three (3) business days of Attorney learning of such development (unless the circumstances of a particular case reasonably require that Attorney make earlier contact with the person), otherwise, as soon thereafter as is reasonably feasible. Without limiting any of the foregoing provisions of this paragraph, with regard to any court hearing involving a represented person, Attorney should contact such person (preferably in person or at least via telephone) to discuss his/her case and the purpose of the hearing no later than one (1) business day prior to the hearing date. Attorney shall compile and maintain appropriate case records for each person whom Attorney is appointed to represent hereunder. The manner of storage, the portion or portions of case records that must be stored, and the required period of storage, shall comply with any and all applicable Rule of Professional Conduct, Washington State Bar Ethics Opinion, case law, and court rule.

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

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

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

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

(iv) Any crime of dishonesty or deception.

12. **COMPENSATION.**

a. Attorney shall be compensated as follows:

i) For the year 2021, $196.15 per case as a flat fee

ii) for the year 2022, $200 per case as a flat fee

For the mutual convenience of the parties, the flat fee shall be payable as a monthly flat fee of $6,375 in the year 2021 and $6,500 in the year 2022. Compensation shall be payable in this amount even in years when Attorney's annual caseload falls short of the anticipated caseload maximum as stated in this Agreement.

All compensation shall be payable to: Jared R. Hanson Attorney at Law, PLLC since Attorney is a principal with that firm.

b. **Payment of compensation shall be contingent on Attorney complying with case reporting provisions stated herein, including in Articles 8(e) and 3(f). Failure by attorney to comply with case reporting provisions shall be cause to delay payment of compensation until such failure is remedied.**

c. In addition to the stated monthly compensation, Attorney shall receive $300 per day for each full day of trial and $150 for each partial day of trial, not to include pre-trial motions, separate sentencing proceedings or time waiting for disposition. A full day of trial is defined as actual in-session trial proceedings going beyond four (4) total hours for that trial day. Attorney shall also receive the sum of $150 for each arraignment docket to which Attorney is assigned pursuant to Section 5(b) herein.

d. The above-stated payments to Attorney will immediately cease upon the termination of this Agreement on, or for any reason prior to, the termination date specified in paragraph 1 above. For example, if this Agreement is terminated effective October 31, 2021, the above referenced monthly payments to Attorney would also terminate as of such date, and Attorney would not be entitled to receive any further monthly payments from the County; provided that, Attorney would be entitled to receive any then-accrued and unpaid amounts for services rendered hereunder prior to such termination date. By way of further example, if this Agreement is terminated effective November 15, 2021, the above-stated monthly payments to Attorney would also terminate as of such date, and Attorney would not be entitled to receive any further monthly payments from the County; provided that, Attorney would be entitled to receive on a prorata basis any then-accrued and unpaid amounts for services rendered hereunder prior to such termination date (i.e., 50% of the above-stated monthly payment amount). Attorney acknowledges and agrees that the above-stated compensation to Attorney shall constitute Attorney's full and exclusive compensation hereunder for all cases handled by Attorney under this Agreement up to the above-stated annual maximum total case equivalents.

e. Compensation for trial per diems and arraignment docket assignment (12.e) and RALJ appeals (12.f) shall be claimed by Attorney within 60 days of the event giving rise to entitlement to compensation (the completed appeal in the case of RALJ appeals) in writing utilizing such form as may be reasonably required by the PDM. Legal entitlement to compensation shall not accrue until such a claim is properly filed. Failure to file such a claim for compensation within 60 days shall constitute a waiver by the Attorney of the right to compensation and shall further waive Attorney's rights under any common law scheme such as unjust enrichment as to the compensation that was not timely claimed.

13. **COSTS AND EXPENSES.**

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

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

(i) Attorney shall be entitled to receive reimbursement for the actual cost of such out-of-pocket expenditures provided that, however, Attorney shall not incur any such expense nor shall Attorney be entitled to be reimbursed for any such expense unless such expense has been pre-approved pursuant to ex-parte motion and court order (or other court-designated or delegated process) that expressly determines and finds that such expense is necessary and reasonable in accordance with applicable court rules, procedures, and standards. Such court order (or other court-designated or delegated process) shall state and provide a specific dollar amount for the requested and authorized expenditure; provided that, in the event it is not reasonably possible to state and provide a specific dollar amount for a particular requested expenditure, such order may nevertheless provide authorization for the expenditure but shall establish and set forth a maximum dollar expenditure amount. In regard to any reimbursement to Attorney for any court-approved expenditures and costs pertaining to case-related travel, meals, and lodging, any reimbursement to Attorney for such expenditures and costs shall not exceed the locally adjusted amounts that are established and published by the Federal General Services Administration.

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

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

15. **INSURANCE.**

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

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

b. **Workers Compensation:** Attorney 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 Attorney and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. Except as prohibited by law, Attorney waives all rights of subrogation against the Counties for recovery of damages to the extent they are covered by workers compensation and employers liability.

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

c. **Commercial General Liability and Employers Liability Insurance**: Prior to the start of work under this Contract, Attorney shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the Attorney from claims for wrongful death, bodily injury, personal injury and

property damage, which may arise from any actions or inactions under this Contract by Attorney or by anyone directly employed by or contracting with Attorney. 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 shall contain an endorsement naming the Counties, its elected and appointed officials, employees and agents as an Additional Insured and an endorsement that specifically states that Attorney's commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the Counties.

The Attorney will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section **[7].** Attorney'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.

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

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

d. **Other Insurance Provisions**:

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

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

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

4. The Attorney'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 Attorney 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 Attorney maintains higher limits than the minimums required in this contract, the Counties require and shall be entitled to coverage for the higher limits maintained by the Attorney.**

7. The Attorney shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract, except for professional liability under Section **[8(a)]**, shall be written on an Occurrence Policy form.

8. Attorney 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 Attorney to enter into a pre-loss agreement to waive subrogation without an endorsement, then Attorney 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 Attorney enter into such a waiver of subrogation on a pre-loss basis.

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

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

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington and have a A. M. Best's rating of at least A-VI 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 Counties' Risk Managers. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

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

2. Certificates of Liability Insurance, with endorsements attached, are to be provided to the Benton County Office of Public Defense within ten (10) days of execution of this Agreement.

3. All written notices under this Section **[8]** and notice of cancellation or change of required insurance coverages shall be mailed to the Benton County Office of Public Defense.

4. The Attorney or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Office of Public Defense: Attn: Office Manager, Benton County Office of Public Defense, 7122 W Okanogan Pl, Bldg A, Kennewick, WA 99336.

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

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

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

17. **TERMINATION.**

Cause for Termination and Notice

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

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

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

c. In addition to the foregoing provisions regarding termination, either party may elect to terminate this Agreement with or without cause or reason by providing the other party with ninety (90) days advance written notice of such election ("Early Termination"). Without limiting/waiving other provisions of this Agreement relating to Attorney's obligation and duty to accept and complete cases appointed to Attorney, Attorney's continuing obligation to accept case appointments shall be governed by the provisions of Section 17.f herein.. A ninety (90) day notice of termination given by either party under this paragraph 17.c. shall be fully and immediately effective when received by the recipient party pursuant to the provisions of below paragraph 30 (notwithstanding the inclusion of any contrary terms or language in the notice) without any need for formal or informal acceptance or any other response by the recipient party, and such notice may not thereafter be rescinded/revoked by the party giving such notice unless such rescission/revocation is expressly acknowledged and agreed to by the recipient party in writing in the recipient party's sole discretion.

d. In any event, consistent with the provisions of paragraph 12.e. above and regardless of the manner in which this Agreement is terminated, Attorney acknowledges and agrees that Attorney shall not be entitled to receive any further compensation from the County in the event this Agreement is terminated; provided that, however, Attorney shall be entitled to be paid for all services duly performed by Attorney under this Agreement up to the date of termination (including trial per diems. Additionally, as required by paragraph 6 above, the termination of this

Agreement, regardless of the manner of termination, shall not relieve Attorney from the obligation and duty to continue representing all persons whom Attorney was appointed to represent prior to the termination unless Attorney is expressly barred or prohibited from doing so by court order and/or the suspension/disbarment of Attorney from the practice of law in Washington.

e. At the sole and exclusive discretion of County, Attorney may terminate this Agreement with less than 90 days notice with conditions of such Early Termination to be as set out in the next subsection below.

f. The parties agree that in the event of Early Termination of this Agreement with or without cause pursuant to Section 17.c, then:

1) If the Early Termination is initiated by County, then Attorney shall receive compensation for the entirety of the 90 day notice period, shall continue receiving case assignments during the first 30 of the 90 day notice period only, and shall not be responsible for any unresolved cases at the end of the 90 day notice period ("Residual Caseload").

2) If the Early Termination is initiated by Attorney, then the following provisions shall apply:

Notice	Appointments	Compensation	Legal Responsibility for Cases	Cost of Reassignment	Cap on Expenses
Days of Notice Required	Number of Days After Notice Attorney shall Continue to Accept Cases	Number of Days After Notice Attorney shall Continue to Receive Compensation	Number of Days After Notice Contractor is Responsible for Cases	Financial Responsibility for Reassignment of Residual Caseload	Cap on Attorney's Financial Responsibility for Residual Caseload
Less than 30	0	0	0	100% by Attorney	1 month of compensation
30-60 days	0	30	60	50% by each party	1 month of compensation
90 days	60	90	120	25% by Attorney	½ month of compensation

3) If, after termination, Attorney is then required to repay any compensation as constituting his/her share of financial responsibility for reassignment of Residual

Caseload ("Repayment Obligation"), then Attorney may make such repayment in one lump sum or, at his/her election, in the amount of $500 per month with the first payment being due on the first of the month immediately after the effective date of termination, and subsequent payments being due on the first of each subsequent month. Furthermore, County shall be entitled to offset any such Repayment Obligation by withholding any sums that are due and payable to Attorney on or after the effective date of termination.

4) Pursuant to Section 19.d of this Agreement, Attorney may arrange with another attorney ("Substitute Attorney") to assume Attorney's Residual Caseload upon departure to avoid any Repayment Obligation. If Attorney chooses to do so, then any payment arrangements for the services by Substitute Attorney shall be a matter to be arranged between Attorney and Substitute and shall not affect this Agreement or Attorney's obligation hereunder in any way except that Attorney shall not be responsible for any Repayment Obligation as to cases that are handled by Substitute Attorney and therefore not considered to be Residual Caseload cases.

18. **INDEPENDENT CONTRACTOR.** Attorney fully understands, acknowledges, and agrees that Attorney shall not be an agent, representative, or employee of the County or the Benton County District Court for any type of purpose or situation whatsoever (including, without limitation, for purposes of any type of wage, hours/overtime, workers/industrial insurance compensation, unemployment, fair labor, and/or employee benefit/leave laws, disability act coverage or rules, and/or regulations) and that Attorney, as of the date of this Agreement and throughout its entire term, is and will always be acting and operating as a fully independent contractor. In that regard, strictly subject to Attorney's duties, responsibilities and obligations imposed under this Agreement, Attorney shall have sole and absolute discretion using Attorney's best professional legal judgment to determine the manner and means of providing the legal representation services required under this Agreement; and neither the County, the County's PDM, nor the Benton County District Court shall have any authority or duty to directly control the actual performance of Attorney's professional services hereunder.

19. **NON-ASSIGNMENT AND TEMPORARY SUBSTITUTIONS.** Except as otherwise expressly provided in paragraphs 19.a-d below, Attorney shall not allow or arrange for any other person to perform any of the services required by this Agreement, nor shall Attorney assign, subcontract out, or otherwise delegate any of Attorney's rights, responsibilities, or obligations under this Agreement.

a. Attorney and any of the other Benton County District Court Criminal Defense Panel members or staff attorneys employed by Benton County may mutually agree to make temporary, substitute appearances for each other on routine docket matters and routine court hearings on an as-needed basis as approved by the court and by the person being represented (if that person has previously discussed the case with his/her appointed attorney). Any compensation or consideration (if any) to be paid or given by Attorney to the other

Benton County District Court Criminal Defense Panel members for such substitution(s) shall be a matter of direct negotiation and agreement between Attorney and said other panel members, and said other members shall not be entitled to receive any additional compensation from the County for such substitution(s). Provided, however, that substitution arrangements made by and between any contracted Defense Panel member and a staff attorney employed by Benton County shall not involve monetary compensation paid either way, and shall only be on a *quid pro quo* or "mutual coverage" basis.

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

(i) Any compensation or consideration (if any) to be paid or given by Attorney to such other attorney for such substitution(s) shall be a matter of direct negotiation and agreement between Attorney and such other attorney, and such other attorney shall not be entitled to receive any compensation from the County for such substitution(s).

(ii) Unless called to active military duty, Attorney shall be responsible to ensure that such other attorney fully complies with all terms and conditions of this Agreement during such temporary absence period (including, without limitation, the requirement to maintain the insurance coverage specified in paragraph 15 above), and Attorney shall be liable for any damages or losses sustained as a result of such other attorney's non-compliance with the terms and conditions of this Agreement.

c. In the event Attorney is called up for active military duty or for direct civilian support of active military operations, Attorney shall provide the County and the PDM with written notice of such event within five (5) business days of Attorney being called up so that the PDM and Attorney can coordinate and arrange for an

appropriate substitute attorney to handle Attorney's duties under this Agreement while Attorney is on military leave and any reasonable back-to-civilian-life transition time requested by Attorney upon return. Attorney shall receive no compensation under this Agreement while on leave or during any such transition time.

d. Attorney may sub-contract substantially all of the duties to be provided pursuant to this Agreement provided that all of the following conditions are met:

(i) The proposed sub-contractor meets all the criteria set out in Section 3 of this Agreement; and

(ii) County agrees to the selection of the sub-contractor in its sole and exclusive discretion; and

(iii) Sub-contractor signs an acknowledgement and agreement to abide by all the terms and conditions of this Agreement (in such form as may be required by County); and

(iv) Attorney agrees to continue to be professionally responsible for any sub-contracted work.

Even in the event that Attorney sub-contracts substantially all of the duties to be provided pursuant to this Agreement, Attorney agrees to continue to be professionally responsible for all of the work performed pursuant to this Agreement (even if the work is actually performed by the sub-contractor), and agrees that Attorney's obligations in Section 14. Indemnification and Hold Harmless, continue to apply to any work that is performed by a sub-contractor.

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

21. **OTHER APPOINTMENTS.**

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

Washington State Standards for Indigent Defense including, but not limited to, the caseload standards contained therein.

22. **TEMPORARY JUDICIAL SERVICE.** Subject to, and without limiting/waiving, Attorney's duties and obligations under this Agreement, Attorney may temporarily serve as a judge pro tem in any capacity and under any circumstances except on any criminal cases pending before the Benton County District Court, provided that, and on the indispensable condition that, it would not conflict with or interfere with Attorney's ability to timely and effectively perform Attorney's duties and obligations under this Agreement. Any potential exceptions to the foregoing limitation on Attorney serving as a judge pro tem would be strictly on a case-by-case basis and would be strictly subject to Attorney obtaining the PDM's prior express approval and authorization, which decision shall be decided on a case-by-case basis in the PDM's sole and absolute discretion.

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

24. **CAPTIONS; TIME COMPUTATION.**

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

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

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

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

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

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

29. **DISPUTE RESOLUTION.**

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

b. Accordingly, in furtherance of the parties' above-stated agreement to submit any and all claims and disputes to non-judicial resolution, in the event any type of dispute arises between the parties involving the performance or interpretation of this Agreement, or that in any other way relates to, or arises from, this Agreement, either party may then make written demand on the other party to submit the dispute to mediation through the assistance of an experienced mediator chosen by mutual agreement of the parties who must be a Washington-licensed attorney experienced in contract disputes. The mediation shall occur within thirty (30) days of the mediation demand, unless the parties mutually agree otherwise. The County shall pay one-half of the mediator's fees and expenses, and Attorney shall pay the other one-half of such fees and expenses.

c. In the event that mediation proves unsuccessful in resolving the dispute, the parties shall submit the dispute for resolution via binding arbitration pursuant to RCW Chapter 7.04A. A single arbitrator (who must be a Washington-licensed attorney experienced in contract disputes) shall be selected by agreement of the parties or, in the absence of agreement, each party shall select one (1) arbitrator (who must be a Washington-licensed attorney experienced in contract disputes) and those two (2) so selected arbitrators shall mutually select a third arbitrator (who must be a Washington-licensed attorney experienced in contract disputes). The County shall pay one-half of the fees and expenses of the arbitrator(s), and Attorney shall pay the other one-half of such fees and expenses. The provisions of RCW Chapter 7.04A and applicable Mandatory Arbitration Rules as adopted and implemented in Superior Court shall be binding as to procedure, except as to the right of appeal, which shall not be applicable. Within ten (10) business days after the unsuccessful mediation session, the arbitrator(s) shall be

selected and designated, and the hearing shall be held within thirty (30) business days after designation of the arbitrator(s), unless the parties mutually agree otherwise. The arbitrator(s) shall render a written decision and award within ten (10) business days of such hearing. Without limitation, the arbitrator(s) may award damages, specific performance, and/or injunctive relief, and may register a judgment in Benton County Superior Court, including judgment by default. The most prevailing party shall be entitled to recover such party's reasonable attorneys' fees, costs and expenses from the other party as a part of the arbitration decision and award. In the event of suit or action to enforce an arbitration award, venue shall lie exclusively in Benton County Superior Court, and the most prevailing party in such suit or action shall be entitled to recover such party's reasonable attorneys' fees, costs and expenses from the other party.

30. **NOTICES.**

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

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

OPDNotices@co.Benton.wa.us

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

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

31. **LEGAL COMPLIANCE.** Attorney agrees to and shall strictly follow and comply with any and all federal, state, local, and administrative laws, rules, and

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

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

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

SIGNATURES APPEAR ON FOLLOWING PAGE

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

BENTON COUNTY

Date_____

Chairman

Commissioner

Commissioner

Constituting the Board of County Commissioners for Benton County

Attest:

Clerk of the Board

Approved as to Form and Content

Eric Hsu (Nov 12, 2020 11:54 PST)

Eric Hsu
Public Defense Manager

ATTORNEY

Date Nov 12, 2020

Jared Hanson
Jared Hanson (Nov 12, 2020 12:03 PST)

Jared Hanson, WSBA 47891
Not valid unless Performance Standards Monitoring Acknowledgment on following page is also signed.

EXHIBIT A

PERFORMANCE STANDARDS MONITORING

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

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

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

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

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

Attorney acknowledgment:

Jared Hanson
Jared Hanson (Nov 12, 2020 12:03 PST)

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

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 26, 2021
Subject:	Early termination of public defense contract with attorney Megan Whitmire
Presenter:	
Prepared By:	Denise Gerry
Reviewed By:	Eric Hsu

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

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

Summary / Background Information

Attorney Megan Whitmire ("Attorney") has been under contract with Benton County to provide public defense services in Benton County Superior Court. Initially, she was under contract pursuant to the contract executed by and through Resolution 2018-944 ("Old Contract"). This contract expired December 31, 2020. Attorney subsequently executed a new Superior Court public defense contract with Benton County late in 2020 (executed by and through Resolution 2020-803 – "New Contract"). After executing this new contract, Attorney provided notice of intent to terminate her contract (as allowed by both contracts, which allow for termination upon 60 days written notice, with or without cause). The 60 day period transcends the time periods of the two contracts and expires on January 24, 2021. Therefore, it is appropriate to acknowledge that her Old Contract expired on its existing terms effective December 31, 2020, and regard her New Contract as being terminated early, as of January 24, 2021, with continued case obligation and compensation provisions as provided in her new contract.

Fiscal Impact

None

Recommendation

Approved resolution as proposed.

Suggested Motion

N/A – Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF ACKNOWLEDGING THE CONTRACT TERMINATION NOTICE SUBMITTED BY MEGAN WHITMIRE, A PUBLIC DEFENSE CONTRACT ATTORNEY PROVIDING SERVICES IN SUPERIOR COURT.

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

WHEREAS, attorney Megan Whitmire has been providing public defense services in Benton County Superior Court pursuant to a professional services agreement with the County ("Agreement"); and

WHEREAS; the Agreement states that either party may terminate the agreement with or without cause upon 60 days advance written notice which has been provided to County (see attached Exhibit A); and

WHEREAS, it is therefore appropriate to deem Agreement terminated with a final effective date of January 24, 2021 with compensation, caseload responsibilities and other related details to be resolved as provided in the Agreement; and

WHEREAS, before she gave notice of termination, attorney Whitmire also executed a new Superior Court public defense contract with the County for the period of January 1, 2021 – December 31, 2022 (executed by and through Resolution 2020-803); and

WHEREAS, it is appropriate to consider Attorney's agreement BCSC1920MW001, executed by and through Resolution 2018-944 as being expired on its existing terms as of December 31, 2020, and consider Attorney's newer contract, (executed by and through Resolution 2020-803) as being terminated early, effective January 24, 2021; **NOW, THEREFORE**

BE IT RESOLVED that the Superior Court public defense contract with attorney Megan Whitmire, previously executed by and through Resolution #2018-944, be terminated as requested by attorney Whitmire, with a final effective date of the termination of January 24, 2021 (since the previous contract with attorney Whitmire, executed by and through Resolution 2018-944, expired on December 31, 2020);

Dated this _____ day of _____ 20 _____

_____
Chairman of the Board

_____
Member

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

Attest: _____
Clerk of the Board

cc: Originals – OPD, Megan Whitmire E. Hsu
Copy – Auditor, Superior Court, S Godinez

Eric Hsu

From: MEGAN WHITMIRE <whitmirelaw@gmail.com>
Sent: Wednesday, November 25, 2020 3:09 PM
To: Eric Hsu
Subject: [EXTERNAL] RE: contracts
Attachments: 1PENDING CASE REPORT.docx

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.

Eric,

Please consider this formal notice of my intent to terminate my contract with Benton County effective 60 days from today. In accordance with the contractual requirements, I have attached a list of my currently pending cases. As previously mentioned in my email below, I have accepted a contract with Franklin County to represent juvenile respondents. My contractual obligations in Franklin County are not expected to impede my ability to remain as counsel on currently pending cases until their resolution, with the possible exception of cases on prolonged warrant status.

Please do not hesitate to contact me with any questions, and let me know if you require additional information. It has been a pleasure to work with you and I deeply appreciate your hard work and advocacy on behalf of our defense panel.

Sincerely,

Megan Whitmire

Sent from Mail for Windows 10

From: MEGAN WHITMIRE
Sent: Wednesday, November 25, 2020 9:03 AM
To: Eric Hsu
Subject: contracts

Eric,

I will be sending you formal notice once the docket is over today, but wanted to give you an immediate heads up that I have accept (as of just now) a juvenile contract with Franklin Co. and will be sending you formal notice regarding the termination of my current Benton Co superior court contract.

Megan Whitmire
Attorney at Law
1030 N. Center Parkway, Suite 111
Kennewick, WA 99336
Office: (509) 735-5059
Fax: (509) 222-2223

ATTORNEY WORK PRODUCT--DO NOT DISSEMINATE. CONFIDENTIALITY NOTICE:

This electronic mail transmission may contain legally privileged, confidential information. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or taking any action based on the contents of this electronic mail or its attachment(s) is strictly prohibited. If you received this in error, please contact the sender and delete or destroy all copies.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 26, 2021
Subject:	Early termination of Superior Court public defense contract with attorney Bart Tomerlin
Presenter:	
Prepared By:	Denise Gerry
Reviewed By:	Eric Hsu

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

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

Summary / Background Information

Benton County contracts with attorney Bart Tomerlin ("Attorney") to provide public defense services in Benton County Superior Court. The contract, executed by and through Resolution 2020-480, expires on December 31, 2022 and provides that it can be terminated, with or without cause, upon 60 days written notice by either party. Attorney Tomerlin provided such notice, effective November 2, 2020 which made the effective date of termination December 31, 2020. In addition to providing notice of termination, Attorney also requested that he be relieved of continuing case responsibility past December 31, 2020 since he was taking an employment position with a local employer. In light of attorney's extremely small caseload needing to be transferred (due to his diligence in resolving cases and his pro-rated and smaller contractual caseload cap for 2020), and the fact he has provided substantial value to the County by volunteering to serve as "in-court OPD representative," as required by court rule during pandemic-driven virtual court dockets, for all Thursday Superior Court criminal dockets between July and December, 2020, it is appropriate to grant his request.

Fiscal Impact

None beyond budgeted

Recommendation

Execute contract amendment as proposed. Approve resolution.

Suggested Motion

N/A – Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AMENDING THE SUPERIOR COURT PUBLIC DEFENSE CONTRACT WITH ATTORNEY BART TOMERLIN, PROVIDING FOR EARLY TERMINATION OF THE CONTRACT AND ELIMINATION OF CONTINUING CASE RESPONSIBILITY

WHEREAS, Benton County is obligated by law to provide indigent defense services in Benton County Superior Court for criminal cases; and

WHEREAS, Benton County contracts with, among others, attorney Bart Tomerlin ("Attorney") for such services by way of a contract set to expire December 31, 2022; and

WHEREAS, the contract with Attorney provides that it can be terminated with 60 days notice with or without cause but provides for continuing case responsibility for an additional 60 days beyond that; and

WHEREAS, Attorney has provided written notice of termination (attached as Exhibit "A") and has requested that case responsibility terminate at the end of 60 days (as opposed to after 120 days, total); and

WHEREAS, Attorney has provided valuable separate consideration to Benton County in the form of volunteering to serve as "OPD in-court representative" (required by court rule in light of virtual court dockets during the COVID pandemic) every Thursday Superior Court criminal docket between the end of July through to the end of the year; and Attorney's caseload needing to be transferred to other attorneys has been extremely low due both to his diligence in working cases and to the limited number of cases he has been assigned during 2020; **NOW, THEREFORE**

BE IT RESOLVED that the proposed contract amendment, terminating the public defense contract with attorney Bart Tomerlin (previously executed by and through Resolution #2020-480) and providing that any continued case responsibility is to terminate as of December 31, 2020, be executed as proposed.

Dated this _____ day of _____ 20 _____

_____
Chairman of the Board

_____
Member

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

Attest: _____
Clerk of the Board

cc: Originals – OPD, Bart Tomerlin
Copy – Auditor, S Godinez

E. Hsu

AMENDMENT TO

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

BCSC2022BKT001

CONTRACT SUMMARY			
Contract Type	Monthly-compensated reduced capacity		
Contract Number	BCSC2022BKT001	**Contract Holder**	Bart K. Tomerlin
WSBA #	30311	**Effective Dates**	July 1, 2020 – December 31, 2022
Caseload Cap	**100 cases per year**	**Compensation**	**$680 per case** ***Subject to increase – see Section 12***
Assigned Court	**Superior Court**	**Compensation Structure**	☒ **By the case** ☐ **Monthly** ☐ **Hourly**

THIS AGREEMENT previously entered into by and between **Bart K. Tomerlin,** attorney at law, Washington State Bar Association #30311 ("Attorney"), and **BENTON COUNTY, WASHINGTON**, a state of Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court, by and through Resolution #2020-480

IS HEREBY AMENDED BASED ON THE FOLLOWING FACTS AND CIRCUMSTANCES:

A. Attorney has provided notice of intent to termination of the agreement in order to take a position elsewhere as an employee. The notice was dated November 2, 2020 and requested a final termination effective date of December 31, 2020 with no further case responsibility after that date.

B. Separate from this notice of termination, Attorney has provided Benton County OPD with significant value by volunteering to serve as "designated OPD in-court attorney" (a court mandated role needing to be filled on every docket because of COVID-driven virtual court) during every Thursday Superior Court criminal docket between July, 2020 until the end of the year.

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

1. This Agreement shall be terminated, as requested by Attorney, with an effective date of December 31, 2020.

2. Notwithstanding any other provisions to the contrary, Attorney's continuing responsibility for cases appointed by and through this Agreement shall terminate effective December 31, 2020.

3. Attorney's compensation for this Agreement shall terminate effective December 31, 2020 and no further compensation, other than claims and compensation for serving as in-court representative during criminal dockets, shall be due after that date.

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

BENTON COUNTY

Date_____

Chairman

Commissioner

Commissioner

Constituting the Board of County Commissioners for Benton County

Attest:

Clerk of the Board

Approved as to Form and Content

Eric Hsu (Jan 5, 2021 09:36 PST)

Eric Hsu
Public Defense Manager

ATTORNEY

Date Jan 5, 2021

Bart Tomerlin (Jan 5, 2021 09:59 PST)

Bart K. Tomerlin, WSBA #30311

Bart K. Tomerlin
Attorney at Law
719 Jadwin Avenue
Richland, WA 99352

November 2, 2020

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

Subj: NOTICE OF TERMINATION OF BENTON COUNTY CONTRACT BCSC2022BKT001 FOR BART K. TOMERLIN

Eric:

Thank you for allowing me to have a contract the last four months. On June 1, 2020, I applied for a job with Mission Support Alliance (MSA), LLC. I had two interviews with MSA but only received a final offer today. Since I have been assigned 47 of the 50 cases I can receive this calendar year, I was hoping you would work with me and consider allowing me to leave at the end of this year rather than waiting until March 1, 2021. I calculate from November 2, 2020 – December 31, 2020 = 60 days. January 1, 2021 – March 1, 2021 = 60 days. Per our agreement, I plan to cover OPD on the Thursday docket for the rest of the calendar year. Please let me know what you are willing and able to do for me. Thank you.

Below are my current cases and the information required per the contract:

Case Title	Cause Number	Case Type / Charge	Case Status / Next Court Date	Appointed
State v. Jeremy Michael Anderson	17-1-00486-7	Unlawful Possession of a Controlled Substance	12/3/2020 - PT	10/1/2020
State v. Jeremy Michael Anderson	17-1-00695-9	Unlawful Possession of a Controlled Substance	12/3/2020 - PT	10/1/2020
State v. Jeremy Michael Anderson	17-1-01386-6	Burglary 2nd	12/3/2020 - PT	10/1/2020
State v. Ezequiel Junior Balderas	20-1-00178-03	Burglary 2nd	Warrant Status / BWI on 8/24/2020 for FTA.	7/22/2020
State v. Jose Ignacio Barajas Rivera	20-1-00329-03	2nd Degree Malicious Mischief	12/31/2020 - PT	10/8/2020

State v. Dillon Fay Bennett	19-1-01201-03	2nd Degree Malicious Mischief	12/3/2020 - PT	9/24/2020
State v. Jade Russell Boetes	20-1-00521-03	Second Degree Robbery	11/5/2020 - PT	9/17/2020
State v. Jade Russell Boetes	20-1-00733-03	Residential Burglary	11/5/2020 - PT	9/17/2020
State v. Mariya Leonidonva Buseva	18-1-00459-8	Unlawful Possession of a Controlled Substance	11/12/2020 - PT	7/22/2020
State v. Jeremy Lamar Davis-Long	20-1-01205-03	Assault II / DV	11/19/2020 - PT	10/2/2020
State v. Brandon Nicholas DeLaughder	20-1-00046-03	Burglary 2nd	Warrant Status / BWI on 10/1/2020 for FTA.	10/1/2020
State v. Peggy Lee Elatico	19-1-01444-03	First Degree Theft	1/14/2021 - PT	10/8/2020
State v. Luis Gabriel Garcia	20-1-00432-03	Felony Violation of NCO	12/3/2020 - PT	10/1/2020
State v. Juan Manuel Guerrero	20-1-01192-03	2nd Degree Malicious Mischief	12/17/2020 – OM/PT	9/29/2020
State v. Andy Arnoldo Guzman Gonzalez	20-1-00207-03	Unlawful Possession of a Controlled Substance	12/17/2020 - PT	7/22/2020
State v. Ernest Anders Holmes	19-1-01462-03	Robbery 1st Degree	11/19/2020 - PT	10/1/2020
State v. Iziah Izaguirre	20-1-00623-03	Assault II / DV	11/5/2020 - PT	7/15/2020
State v. Shawn Charles Jackson	20-1-00788-03	Rape of a Child 2nd Degree	12/17/2020 - PT	7/9/2020
State v. Nickolas Aaron Langlois	19-1-00745-03	Burglary 1st	11/19/2020 - PT	10/1/2020
State v. Nickolas Aaron Langlois	19-1-00772-03	Trafficking 2nd	11/19/2020 - PT	10/1/2020
State v. Manuel Macias-Gonzalez	20-1-01052-03	Rape of a Child 1st	Warrant Status / NWBWI on 9/9/2020 for failure to surrender/ post bond.	9/3/2020
State v. Cynthia Elizabeth Mendoza	20-1-00756-03	Assault II /DV	12/3/20 - PT	9/17/2020

State v. Miaren Demerais Messina	19-1-01151-03	Identity Theft 2nd	Warrant Status / BWI issued on 8/13/2020 for FTA.	7/20/2020
State v. Kena Marie Ann Morrow	20-1-00697-03	Possession of Controlled Substance	1/14/2021 - PT	7/30/2020
State v. Miguel Angel Naranjo-Hernandez	20-1-01061-03	Assault II	11/19/2020 - PT	9/9/2020
State v. Sisadia J. Nunez Bordallo	20-1-00243-03	Pleaded guilty on 3/5/20 and waiting to serve work crew.	11/12/2020 – Jail Review.	7/23/2020
State v. Justin Keith Plantz	20-1-00399-03	Felony Violation of NCO	11/25/2020 - PT	10/1/2020
State v. Justin Keith Plantz	20-1-00035-03	Possession of Controlled Substance	11/25/2020 - PT	10/1/2020
State v. James Alfred Porter	20-1-00871-03	Assault in Fourth Degree	11/12/2020 - PT	7/29/2020
State v. Corey Robert Stanley	20-1-01033-03	Assault 2nd	12/3/2020 - PT	8/31/2020
State v. Shadow Le'Allen Stearns	20-1-00967-03	Felony Harassment	11/19/2020 - PT	8/14/2020
State v. Mudduck Tammy Stoddard	20-1-00960-03	Possession of a Controlled Substance	11/19/2020 - PT	9/10/2020
State v. Jeremiah Spencer Templeton	20-1-00844-03	Child Molestation 1st	1/14/2020 - PT	7/30/2020
State v. Marc Anthony Willy	19-1-01614-03	Trafficking Second	1/14/2020 - PT	9/24/2020
State v. Marc Anthony Willy	20-1-00685-03	Possession of Controlled Substance	1/14/2020 - PT	8/6/2020

Per the contract, I will provide an updated list in thirty days.

Sincerely,

Bart K. Tomerlin

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 26, 2021
Subject:	Executing contract amendments increasing caseload caps in Superior Court for 2020 only
Presenter:	NA
Prepared By:	Denise Gerry
Reviewed By:	Eric Hsu

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

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

Summary / Background Information

2020 has been a particularly difficult year for one of the two Superior Court criminal dockets for which Benton County OPD provides attorneys. Specifically, on the "Thursday Docket," due to a combination of high filing volumes and the departure of three different contract attorneys, the aggregate caseload has been such that the existing contract caseload caps have been insufficient to meet demand.

All of the attorneys on the Thursday Docket agreed to a one-time amendment to their contracts to increase their caseload capacity as follows:

a) Catie Harkins (increase of 15 cases to 140 cases for 2020)
b) Dennis Hanson (increase of 7 cases to 147 cases for 2020)

Fiscal Impact

None beyond budgeted (including additional appropriation earlier this year in anticipation of this caseload overage).

Recommendation

Approve resolutions as proposed, execute contract amendments as presented to provide for the additional caseload capacity to meet demand.

Suggested Motion

N/A – Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AMENDING THE PUBLIC DEFENSE CONTRACT WITH ATTORNEY DENNIS HANSON, INCREASING THE CASELOAD CAPACITY OF THE CONTRACT FOR THE YEAR 2020 ONLY

WHEREAS, Benton County is obligated by law to provide indigent defense services in Benton County Superior Court for criminal cases (Superior Court Cases); and

WHEREAS, Benton County contracts with, among others, attorney Dennis Hanson ("Attorney") for public defense services with Superior Court Cases and said contract provides for an annual caseload capacity of 140 cases ("Caseload Cap"); and

WHEREAS, the aggregate volume of Superior Court cases in 2020 has been much higher than expected especially with the departure of four contract attorneys and resulting need to reassign their caseloads; and

WHEREAS, the Caseload Cap for Attorney's contract is insufficient to address the demand for public defense services in December 2020; and

WHEREAS, Attorney has agreed to take on a small number of additional cases (increasing the caseload cap to 147) to help address the demand; **NOW, THEREFORE**

BE IT RESOLVED that the public defense contract with attorney Dennis Hanson, previously executed by and through Resolution #2018-949, providing for an annual caseload capacity of 140 cases, be amended as proposed, increasing the caseload capacity to 147 for the year 2020 only.

Dated this _____ day of _____ 20 _____

_____
Chairman of the Board

_____
Member

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

Attest: _____
Clerk of the Board

cc: Originals – OPD, Dennis Hanson
Copy – Auditor, S Godinez

E. Hsu

AMENDMENT TO

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

BCSC1920DAH001

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

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

IS HEREBY AMENDED AS FOLLOWS:

7. **NUMBER OF APPOINTMENTS.** For 2020 only, Attorney shall accept up to 147 cases.

All remaining provisions, as amended, remain in full effect. The effective date of this amendment is November 24, 2020.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

BENTON COUNTY

Date_____

Chairman

Commissioner

Commissioner

Constituting the Board of County Commissioners for Benton County

Attest:

Clerk of the Board

Approved as to Form and Content

Eric Hsu (Jan 5, 2021 11:10 PST)

Eric Hsu
Public Defense Manager

ATTORNEY

Date Jan 5, 2021

Dennis Hanson

Dennis Hanson (Jan 5, 2021 11:11 PST)

Dennis Hanson, WSBA **#41655**

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 26, 2021
Subject:	Executing contract amendments increasing caseload caps in Superior Court for 2020 only
Presenter:	NA
Prepared By:	Denise Gerry
Reviewed By:	Eric Hsu

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

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

Summary / Background Information

2020 has been a particularly difficult year for one of the two Superior Court criminal dockets for which Benton County OPD provides attorneys. Specifically, on the "Thursday Docket," due to a combination of high filing volumes and the departure of three different contract attorneys, the aggregate caseload has been such that the existing contract caseload caps have been insufficient to meet demand.

All of the attorneys on the Thursday Docket agreed to a one-time amendment to their contracts to increase their caseload capacity as follows:

a) Catie Harkins (increase of 15 cases to 140 cases for 2020)
b) Dennis Hanson (increase of 5 cases to 147 cases for 2020)

Fiscal Impact

None beyond budgeted (including additional appropriation earlier this year in anticipation of this caseload overage).

Recommendation

Approve resolutions as proposed, execute contract amendments as presented to provide for the additional caseload capacity to meet demand.

Suggested Motion

N/A – Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AMENDING THE PUBLIC DEFENSE CONTRACT WITH ATTORNEY CATHERINE HARKINS, INCREASING THE CASELOAD CAPACITY OF THE CONTRACT FOR THE YEAR 2020 ONLY

WHEREAS, Benton County is obligated by law to provide indigent defense services in Benton County Superior Court for criminal cases (Superior Court Cases); and

WHEREAS, Benton County contracts with, among others, attorney Catherine Harkins ("Attorney") for public defense services with Superior Court Cases and said contract provides for an annual caseload capacity of 125 cases ("Caseload Cap"); and

WHEREAS, the aggregate volume of Superior Court cases in 2020 has been much higher than expected especially with the departure of four contract attorneys and resulting need to reassign their caseloads; and

WHEREAS, the Caseload Cap for Attorney's contract is insufficient to address the demand for public defense services in December 2020; and

WHEREAS, Attorney has agreed to take on a small number of additional cases (increasing the caseload cap to 140) to help address the demand; **NOW, THEREFORE**

BE IT RESOLVED that the public defense contract with attorney Catherine Harkins, previously executed by and through 2019-027, providing for an annual caseload capacity of 125 cases, be amended as proposed, increasing the caseload capacity to 140 for the year 2020 only.

Dated this _____ day of _____ 20 _____

_____
Chairman of the Board

_____
Member

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

Attest: _____
Clerk of the Board

cc: Originals – OPD, Catherine Harkins
Copy – Auditor, S Godinez

E. Hsu

AMENDMENT TO

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

BCSC1920CEH001

CONTRACT SUMMARY			
Contract Type	Superior Court Criminal + Veteran's Court		
Contract Number	BCSC1920CEH001	**Contract Holder**	Catherine Harkins
WSBA #	38113	**Effective Dates**	Jan 1, 2019 – Dec 31, 2020
Caseload Cap	**125**	**Compensation**	**$7,083.33/mo (base) $1,820/mo (Veteran's Court)**
Assigned Court	**Superior Court Veteran's Court**	**Compensation Structure**	☐ **By the case** ☒ **Monthly** ☐ **Hourly**

THIS AGREEMENT, previously entered into by and between **Catherine Harkins,** attorney at law, Washington State Bar Association #38113 ("Attorney"), and **BENTON COUNTY, WASHINGTON**, a state of Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court, by and through Resolution 2019-027 and amended by and through Resolution 2019-231

IS HEREBY FURTHER AMENDED AS FOLLOWS:

7. **NUMBER OF APPOINTMENTS.** For 2020 only, since the number of participants in Veterans' Court has been significantly below capacity and Attorney therefore has more time to take on Superior Court matter, Attorney shall accept up to 140 Superior Court felony cases.

All remaining provisions, as amended, remain in full effect. The effective date of this amendment is November 24, 2020.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

BENTON COUNTY

Date_____

Chairman

Commissioner

Commissioner

Constituting the Board of County Commissioners for Benton County

Attest:

Clerk of the Board

Approved as to Form and Content

Eric Hsu (Dec 2, 2020 16:07 PST)

Eric Hsu
Public Defense Manager

ATTORNEY

Dec 17, 2020

Date_____

Catherine Harkins (Dec 17, 2020 15:34 PST)

Catherine Harkins, WSBA #38113

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 26, 2021 **Memo Date:** January 14, 2021
Subject:	Water Rights Transfer from Benton County to the Yakima River Basin Trust Water Rights Program held by the Department of Ecology
Presenter:	
Prepared By:	Greg Wendt, Director of Community Development
Reviewed By:	
PA Review, Approval to Form:	☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

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

Summary / Background Information

The Yakima Basin has been involved in a water rights adjudication process for more than 40 years. The Adjudication and other state and federal Court decisions have determined that water supply in the Yakima River Basin is over appropriated.

In 2017, Benton County received a letter from the Washington State Department of Ecology giving the County notice that rural water supply is at risk of impairment to senior water right holders and encouraged the County to take steps to develop a rural water supply program along the lines and similar to Kittitas and Yakima Counties.

On April 19, 2018, Futurewise challenged the compliance of the Benton County Comprehensive Plan (Ordinance 600/Resolution 2018-0137) and associated development regulations with the Growth Management Act. Futurewise filed a Petitioned for Review by Futurewise to the Eastern Washington Region Growth Management Hearings Board (Case Number 18-1-0004).

On April 2, 2019, Futurewise and Benton County, after negotiation, developed a settlement to which Futurewise agreed to dismiss the above referenced Petition for Review if the Board of County Commissioners considers and ultimately adopts certain amendments to the Benton County Comprehensive Plan and additional development regulations. This agreement was adopted by Benton County in County Resolution 2019-276.

On January 14, 2020, for the protection of the quantity and quality of ground and surface water, Benton County adopted a Rural Water Supply Program that requires new housing units (associated plats and building permits), relying on permit exempt wells, located in a certain portion of WIRA 37, to fully mitigate the impacts such wells on the main stem of the Yakima River. If requirements are satisfied, an applicant may acquire a required mitigation certificate for each parcel from the Benton County Water Bank. Three (3) different mitigation packages are offered, depending on whether an applicant is located within the boundaries of an irrigation district. The applicant is required to install well metering equipment before a certificate of occupancy of the dwelling unit is approved.

The County has recognized the need for developing and implementing a long-term strategy for addressing permit exempt wells needed to support rural development consistent with State law, to meet the goals of the Benton

County Comprehensive Plan, and to ensure future domestic water supplies are both physically and legally available for water withdrawal.

With this Benton County the County has acquired pre-May 10, 1905 surface water rights in the Yakima River Basin for the purpose of placing this water in trust in Ecology's Yakima River Basin Trust Water Rights Program (as authorized under Chapter 90.38 RCW and Chapter 90.42 RCW (The Total Water Supply Available (TWRP)). Specifically, the County acquired 75-acre feet of water (Water Right S4-83689-J) from LeeLynn, Inc. and Wiley Mt, Inc. on September 14, 2018 and an additional 50-acre feet of water (Water Right S4-83689-J) from LeeLynn, Inc. and Wiley Mt., Inc. on August 6, 2019.

On November 3, 2020, Benton County entered into an agreement with Ecology that will govern the management of separate water rights acquired by Benton County and ensure the water rights will be held by Ecology in trust in the Yakima River Basin Trust Water Rights Program (as authorized under Chapter 90.38 RCW and Chapter 90.42 RCW (The Total Water Supply Available (TWRP)). Placement in the Yakima River Basin Trust Water Rights Program will provide a way for Benton County and Ecology to jointly manage water placed in Program for the future success of the Benton County Rural Water Supply Program and other future potential Benton County water resource needs.

The final step in this process is to transfer the separate water rights acquired by Benton County to the Washington State Department of Ecology, State Trust Water Rights Program. In this case, the County will be transferring a total of 125-acre feet annual consumptive use water to the trust program. The applicable quit claim deed and real estate excise tax affidavit are attached and have been approved by the Department of Ecology.

Fiscal Impact

Amount: Unknown

Fund: Unknown

Recommendation

It is the recommendation of the Benton County Planning Department that the Board of County Commissioners authorize the Chairman sign and approve the attached Real Estate Excise Tax Affidavit (to be filed with the Treasures Office) and Quit Claim Deed (to be recorded in the Auditors Office) on behalf of the Board which conveys and quit claims to the Washington State Department of Ecology, State Trust Water Rights Program, a water right or portion there of consisting of 125 acre-feet consumptive use water.

The signed documents are to be recorded with the Benton County Auditor, filed with the Benton County Treasurer, as applicable, and the recorded deed delivered to the State Department of Ecology.

The Planning Department is requesting the Board chairman sign the following documents (attached):

1. One (1) quit claim deed, with notary signature;

2. One (1) real estate excise tax affidavit; and

3. One (1) resolution.

Suggested Motion

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY PLANNING RELATING TO THE RURAL WATER SUPPLY PROGRAM; APPROVAL OF REAL ESTATE EXCISE TAX AFFIDAVIT AND QUIT CLAIM DEED WHICH CONVEYS WATER RIGHT(S) CONSISTING OF 125 ACRE FEET TO THE WASHINGTON STATE DEPARTMENT OF ECOLOGY-STATE TRUST WATER RIGHTS PROGRAM

WHEREAS, the Yakima Basin has been involved in a water rights adjudication process for more than 40 years. The Adjudication and other state and federal Court decisions have determined that water supply in the Yakima River Basin is over appropriated; and,

WHEREAS, in 2017 Benton County received a letter from the Washington State Department of Ecology giving the County notice that rural water supply is at risk of impairment to senior water right holders and encouraged the County to take steps to develop a rural water supply program along the lines and similar to Kittitas and Yakima Counties; and,

WHEREAS, on April 19, 2018, Futurewise challenged the compliance of the Benton County Comprehensive Plan (Ordinance 600/Resolution 2018-0137) and associated development regulations with the Growth Management Act. Futurewise filed a Petitioned for Review by Futurewise to the Eastern Washington Region Growth Management Hearings Board (Case Number 18-1-0004); and,

WHEREAS, on April 2, 2019, Futurewise and Benton County, after negotiation, developed a settlement to which Futurewise agreed to dismiss the above referenced Petition for Review if the Board of County Commissioners considers and ultimately adopts certain amendments to the Benton County Comprehensive Plan and additional development regulations. This agreement was adopted by Benton County in County Resolution 2019-276; and,

WHEREAS, on January 14, 2020, for the protection of the quantity and quality of ground and surface water, Benton County adopted a Rural Water Supply Program that requires new housing units (associated plats and building permits), relying on permit exempt wells, located in a certain portion of WIRA 37, to fully mitigate the impacts such wells on the main stem of the Yakima River. If requirements are satisfied, an applicant may acquire a required mitigation certificate for each parcel from the Benton County Water Bank. Three (3) different mitigation packages are being offered, depending on whether an applicant is located within the boundaries of an irrigation district. The applicant will be required to install metering equipment which will be required to be installed and approved before certificate of occupancy of the dwelling unit; and,

WHEREAS, the County has recognized the need for developing and implementing a long-term strategy for addressing permit exempt wells needed to support rural development consistent with State law, to meet the goals of the Benton County Comprehensive Plan, and to ensure future domestic water supplies are both physically and legally available for water withdrawal; and,

WHEREAS, the County has acquired pre-May 10, 1905 surface water rights in the Yakima River Basin for the purpose of placing this water in trust in Ecology's Yakima River Basin Trust Water Rights Program (as authorized under Chapter 90.38 RCW and Chapter 90.42 RCW (The Total Water Supply Available (TWRP)); and,

WHEREAS, on September 14, 2018, Benton County acquired 75-acre feet of water (Water Right S4-83689-J) from LeeLynn, Inc. and Wiley Mt, Inc. and on August 6, 2019, Benton County acquired an additional 50-acre feet of water (Water Right S4-83689-J) from LeeLynn, Inc. and Wiley Mt., Inc. In total, the two water right acquisitions include 125-acre feet annual consumptive use water; and,

WHEREAS, on November 3, 2020, Benton County entered into an agreement with Ecology that will govern the management of separate water rights acquired by Benton County and ensure that the water rights will be held by Ecology in trust in the Yakima River Basin Trust Water Rights Program (as authorized under Chapter 90.38 RCW and Chapter 90.42 RCW (The Total Water Supply Available (TWRP)). Placement in the Yakima River Basin Trust Water Rights Program will provide a way for Benton County and Ecology to jointly manage water placed in the Program for the future success of the Benton County Rural Water Supply Program and other future potential Benton County water resource needs; and,

WHEREAS, the final step in this process is to transfer the separate water rights acquired by Benton County to the Washington State Department of Ecology, State Trust Water Rights Program. In this case, the County will be transferring a total of 125-acre feet annual consumptive use water to the trust program. The applicable Quit Claim Deed-Water Right and Real Estate Excise Tax Affidavit are attached and have been approved by the Department of Ecology; and,

WHEREAS, the Board finds that proper review and consideration has been made and it appears to be in the public's best interest to transfer the water right(s) to the State Trust Water Rights Program; NOW, THEREFORE,

BE IT RESOLVED that the Board of County Commissioners hereby approves the attached Quit Claim Deed-Water Right and Real Estate Excise Tax Affidavit between Benton County and Washington State Department of Ecology which conveys water right(s) totaling 125-acre feet of consumptive use water to the State Trust Water Rights Program; and,

BE IT FURTHER RESOLVED that the Board of Commissioners of Benton County, Washington authorizes the Chairman to sign the Quite Claim Deed and Real Estate Excise Tax Affidavit on behalf of the Board and the signed documents are to be recorded with the Benton County Auditor, filed with the Benton County Treasurer, as applicable, and the recorded deed delivered to the State Department of Ecology.

Dated this 26th day of January 2021.

_____
Chairman of the Board

_____
Chair Pro Tem

_____
Member

Constituting the Board of County Commissioners of Benton County Washington.

Attest.....
Clerk of the Board

GW/djh

Quit Claim Deed

After recording return to:

Trust Water Coordinator
Dept. of Ecology, Water Resources
1250 W. Alder St.
Union Gap, WA 98903

DOCUMENT TITLE:	Quit Claim Deed – Water Right
GRANTOR:	Benton County, a Washington municipal corporation
GRANTEE:	Washington State Department of Ecology, State Trust Water Rights Program
LEGAL DESCRIPTION:	Instream Flow and Mitigation in the Yakima and Columbia Rivers

QUIT CLAIM DEED – WATER RIGHT

GRANTOR, BENTON COUNTY ("Grantor"), for valuable consideration, hereby conveys and quit claims to the WASHINGTON STATE DEPARTMENT OF ECOLOGY, STATE TRUST WATER RIGHTS PROGRAM ("Grantee") all of Grantor's right, title and in the following described *portion* of the water right under Water Right Certificate No. S4-83689-J (Court Claim No. 02206) in *State of Washington v. Acquavella, et al*., Yakima County Superior Court Cause No. 77-2-01484-5, which is currently authorized for Instream Flow and Mitigation purposes of use under Washington Department of Ecology Change Authorization No. CS4-02206sb22@2:

> **One Hundred and Twenty Five (125) acre-feet annual consumptive use water, 0.697 cubic-feet-per-second *peak* instantaneous consumptive use, April 15th through September 15th.**

The subject water right, including the above-described quantities being conveyed hereunder, was formerly appurtenant to real property legally described as follows:

> **Portions of Yakima County Parcel Nos. 191318-24420; 191318-24001; 191318-21003; and 191318-12001**
>
> Those portions of Section 18, T. 13 N., R. 19 E.W.M., described as follows: that portion of the E½NW¼ lying west of Interstate 82, that portion of the W½NE¼

lying west of Interstate 82, and that portion of the N½SE¼ lying west of Interstate 82, County of Yakima, State of Washington.

DATED THIS ___ day of _____, 2021.

GRANTOR:

BENTON COUNTY

_____

By: _____, County Commissioner

STATE OF WASHINGTON)
) ss.
County of Benton)

I certify that I know or have satisfactory evidence that _____ is the individual who appeared before me, and said individual acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this _____ day of _____, 2021.

_____

Print Name: _____
Notary Public in and for the State of Washington
My commission expires: _____

Department of Revenue
Washington State

Reset This Form

REAL ESTATE EXCISE TAX AFFIDAVIT

CHAPTER 82.45 RCW - CHAPTER 458-61A WAC

This form is your receipt when stamped by cashier.

THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED

Only for sales in a single location code on or after January 1, 2020.

☐ Check box if the sale occurred in more than one location code.

PLEASE TYPE OR PRINT

☐ **Check box if partial sale, indicate % _____ sold.**

List percentage of ownership acquired next to each name.

1 SELLER GRANTOR

Name: Benton County, a Washington municipal corporation

Mailing Address: PO Box 910

City/State/Zip: Prosser, WA 99350

Phone No. (including area code): (509) 786-5612

2 BUYER GRANTEE

Name: Trust Water Rights Coordinator

Department of Ecology, Water Resources

Mailing Address: 1250 Alder Street

City/State/Zip: Union Gap, WA 98903

Phone No. (including area code): (509) 575-2490

3 Send all property tax correspondence to: ☐ Same as Buyer/Grantee

Name

Mailing Address

City/State/Zip

Phone No. (including area code)

List all real and personal property tax parcel account numbers - check box if personal property	List assessed value(s)
191318-24420; Levy Code 333 ☐	$357,900.00
191318-24001; Levy Code 333 ☐	$349,900.00
191318-21003; Levy Code 333 ☐	$3,288,800.00
191318-12001; Levy Code 333 ☐	$2,662,800.00

4 Street address of property: NKA E "K" ST/NORTH 6TH STREET YAKIMA, WA 98901/E "I" ST/NKA 7TH ST/"H" ST E YAKIMA, WA 98901

This property is located in: Yakima City — Required (For Unincorporated locations please select your county)

☐ Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.

Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit)

See attached Exhibit "A."

5 Select Land Use Code(s):

80 - Water or Mineral rights

enter any additional codes:

(See back of last page for instructions)

	YES	NO
Was the seller receiving a property tax exemption or deferral under chapters 84.36, 84.37, or 84.38 RCW (nonprofit organization, senior citizen, or disabled person, homeowner with limited income)?	☐	☐
Is this property predominantly used for timber (as classified under RCW 84.34 and 84.33) or agriculture (as classified under RCW 84.34.020)? See ETA 3215	☐	☑

6

	YES	NO
Is this property designated as forest land per chapter 84.33 RCW?	☐	☐
Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34 RCW?	☐	☐
Is this property receiving special valuation as historical property per chapter 84.26 RCW?	☐	☐

If any answers are yes, complete as instructed below.

(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE)
NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, **you must sign on (3) below.** The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale. (RCW 84.33.140 or RCW 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.

This land ☐ does ☐ does not qualify for continuance.

DEPUTY ASSESSOR _____ DATE _____

(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)
NEW OWNER(S): To continue special valuation as historic property, **sign (3) below.** If the new owner(s) does not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW, shall be due and payable by the seller or transferor at the time of sale.

(3) NEW OWNER(S) SIGNATURE

_____ _____

PRINT NAME

_____ _____

7 List all personal property (tangible and intangible) included in selling price.

If claiming an exemption, list WAC number and reason for exemption:

WAC No. (Section/Subsection): 458-61A-205

Reason for exemption: Government to government transfer

Type of Document

Date of Document

Gross Selling Price $	0.00
Personal Property (deduct) $	0.00
Exemption Claimed (deduct) $	0.00
Taxable Selling Price $	0.00
Excise Tax: State	
Less than $500,000.01 at 1.1% $	0.00
From $500,000.01 to $1,500,000 at 1.28% $	0.00
From $1,500,000.01 to $3,000,000 at 2.75% $	0.00
Above $3,000,000 at 3.0% $	0.00
Agricultural and timberland at 1.28% $	0.00
Total Excise Tax: State $	0.00
0.0000 Local $	0.00
*Delinquent Interest: State $	0.00
Local $	0.00
*Delinquent Penalty $	0.00
Subtotal $	0.00
*State Technology Fee $	5.00
*Affidavit Processing Fee $	5.00
Total Due $	10.00

A MINIMUM OF $10.00 IS DUE IN FEE(S) AND/OR TAX
*SEE INSTRUCTIONS

8 **I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT**

Signature of **Grantor or Grantor's Agent** _____

Name (print) _____

Date & city of signing _____

Signature of **Grantee or Grantee's Agent** Trevor Hutton

Name (print) TREVOR HUTTON

Date & city of signing 12/18/20 UNION GAP

Perjury: Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars ($5,000.00), or by both imprisonment and fine (RCW 9A.20.020(1C)).

REV 84 0001a (12/6/19)

THIS SPACE - TREASURER'S USE ONLY

COUNTY TREASURER

Print This Form (all copies)

Please print on legal size paper.

Exhibit A

A portion of Water Right S4-83689-J (Court Claim No. 02206) in *State of Washington v. Acquavella, et al*., Yakima County Superior Court Cause No. 77-2-01484-5, which is currently authorized for Instream Flow and Mitigation purposes of use under Washington Department of Ecology Change Authorization No. CS4-02206sb22@2.

The subject water right, including the above-described quantities being conveyed hereunder, was formerly appurtenant to real property legally described as follows:

Portions of Yakima County Parcel Nos. 191318-24420; 191318-24001; 191318-21003; and 191318-12001

Those portions of Section 18, T. 13 N., R. 19 E.W.M., described as follows: that portion of the E½NW¼ lying west of Interstate 82, that portion of the W½NE¼ lying west of Interstate 82, and that portion of the N½SE¼ lying west of Interstate 82, County of Yakima, State of Washington.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 26, 2021 Memo Date: January 13, 2021
Subject:	Final Plat of Country Acres - SUB 2020-009 (Applicant: Tyler Tapani)
Presenter:	N/A
Prepared By:	Michelle Cooke, Assistant Planning Manager
Reviewed By:	Greg Wendt, Director of Community Development

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	☒ Pass Motion
☐ Public Hearing	☒ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☒ Sign Letter / Documents	☐ Pass Ordinance
		☐ Execute Contract

Summary/Background Information

On October 27, 2020, the Benton County Board of County Commissioners approved the preliminary plat of Country Acres - SUB 2020-007, a subdivision of approximately 160 acres into 14 residential lots with an average lot size of 11.17 acres. The plat is generally located south of the KID canal and west of the intersection of Country Heights Drive and Homestead Road in unincorporated Kennewick, WA on parcel 120882000004000.

The preliminary plat was approved subject to eight (8) Findings of Fact and nineteen (19) Conditions of Approval. The nineteen (19) conditions have been completed for the Final Plat of Country Acres - SUB 2020-009 and the final plat is being submitted to the Board for their approval and signature. It has been determined that the following standards have been met:

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

The Final Plat of Country Acres - SUB 2020-009 is ready for signature by the Chairman of the Board of County Commissioners.

Fiscal Impact

Maintenance of new County roads.

Amount: Unknown Fund: Unknown

Recommendation

It is the recommendation of the Benton County Planning Department that the Final Plat of Country Acres - SUB 2020-009 be approved and the Board sign the attached resolution authorizing the Chairman to sign the final plat.

Suggested Motion

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON
IN THE MATTER OF COUNTY PLANNING RE: THE FINAL PLAT OF COUNTRY ACRES-FILE NO. SUB 2020-009. APPLICANT: TYLER TAPANI, PARCEL NUMBER: 1-2088-200-0004-000.

WHEREAS, on October 27, 2020, the Board of County Commissioners approved the preliminary plat of Country Acres - SUB 2020-007; and,

WHEREAS, on Tuesday, January 26, 2021 in the Commissioners Meeting Room, Benton County Justice Center, Kennewick at a public meeting, the Board of County Commissioners considered the final plat of Country Acres - SUB 2020-009; and,

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

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

WHEREAS, the applicant for final plat approval has completed all the required conditions of approval for the proposed final plat of Country Acres - SUB 2020-009 and has obtained all required signatures; and

WHEREAS, it appears to be in the public's best interest to approve said final plat of Country Acres - SUB 2020-009, NOW THEREFORE,

BE IT RESOLVED that the final plat of Country Acres - SUB 2020-009 is hereby approved and the Chairman so indicate by signing the plat.

Dated this 26th day of January 2021.

_____
Chairman of the Board

_____
Member

_____
Member

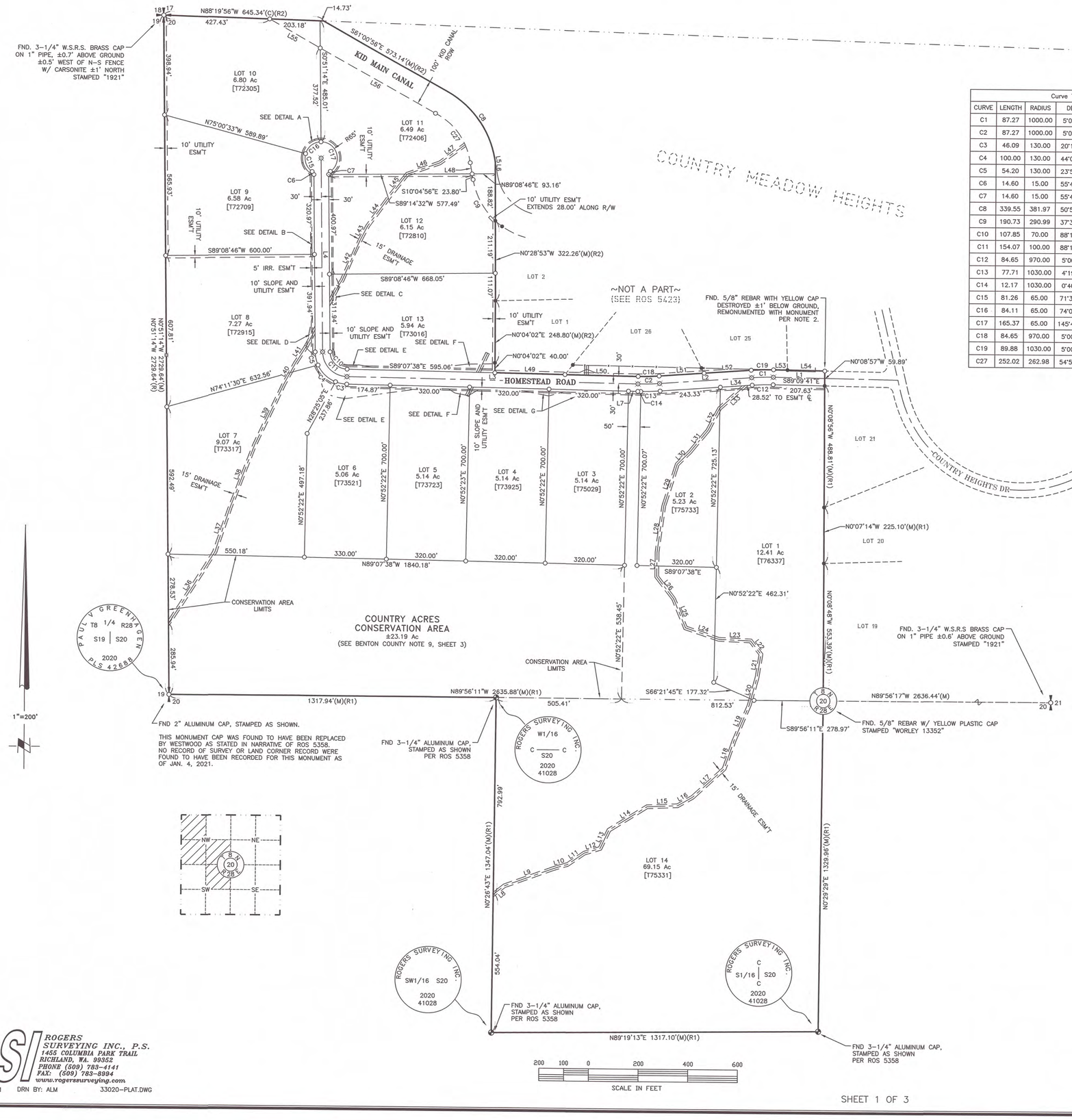
Constituting the Board of County Commissioners of Benton County Washington.

Attest.....
Clerk of the Board

GW/djh
Pln-1/Pub Wrks

FINAL PLAT OF COUNTRY ACRES

LOCATED IN A PORTION OF THE WEST 1/2 OF SECTION 20, TOWNSHIP 8 NORTH, RANGE 28 EAST, W.M.
BENTON COUNTY, WASHINGTON



Curve Table					
CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CHORD
C1	87.27	1000.00	5°00'00"	S88°22'22"W	87.24
C2	87.27	1000.00	5°00'00"	N88°22'22"E	87.24
C3	46.09	130.00	20°18'42"	S78°58'17"E	45.84
C4	100.00	130.00	44°04'25"	S46°46'43"E	97.55
C5	54.20	130.00	23°53'16"	S12°47'52"E	53.81
C6	14.60	15.00	55°46'16"	N28°44'22"W	14.03
C7	14.60	15.00	55°46'16"	S27°01'55"W	14.03
C8	339.55	381.97	50°56'00"	N35°32'56"W	328.48
C9	190.73	290.99	37°33'19"	S28°54'44"E	187.34
C10	107.85	70.00	88°16'24"	S44°59'26"E	97.49
C11	154.07	100.00	88°16'24"	S44°59'26"E	139.27
C12	84.65	970.00	5°00'00"	S88°22'22"W	84.62
C13	77.71	1030.00	4°19'22"	N88°02'04"E	77.69
C14	12.17	1030.00	0°40'38"	S89°27'56"E	12.17
C15	81.26	65.00	71°37'34"	S20°48'43"E	76.07
C16	84.11	65.00	74°08'42"	S52°04'25"W	78.37
C17	165.37	65.00	145°46'16"	N17°58'06"W	124.24
C18	84.65	970.00	5°00'00"	N88°22'22"E	84.62
C19	89.88	1030.00	5°00'00"	N88°22'22"E	89.86
C27	252.02	262.98	54°54'27"	S35°32'56"E	242.49

RECORD LEGAL DESCRIPTION:

THE WEST HALF OF THE NORTHWEST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, ALL IN SECTION 20, TOWNSHIP 8 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON. EXCEPT THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER LYING NORTHEASTERLY OF THE KENNEWICK IRRIGATION DISTRICT RIGHT OF WAY.

AND EXCEPT THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 8 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, COUNTRY MEADOW HEIGHTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 376, RECORDS OF BENTON COUNTY, WASHINGTON, BEING THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE SOUTH 0°04'02" WEST 40.00 FEET ALONG THE SOUTHERLY PROJECTION OF THE WESTERLY LINE OF SAID LOT 1; THENCE SOUTH 89°07'38" EAST 577.64 FEET TO THE BEGINNING OF A 970.00 FEET RADIUS CURVE CONCAVE TO THE NORTH (THE LONG CHORD OF WHICH BEARS NORTH 88°22'22" EAST 84.62 FEET); THENCE EASTERLY 84.65 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 5°00'00"; THENCE NORTH 85°52'22" EAST 371.63 FEET TO THE BEGINNING OF A 1030.00 FEET RADIUS CURVE CONCAVE TO THE SOUTH (THE LONG CHORD OF WHICH BEARS NORTH 88°22'22" EAST 89.86 FEET); THENCE EASTERLY 89.88 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 5°00'00" TO A POINT OF CUSP ON THE SOUTH LINE OF LOT 25 OF SAID COUNTY MEADOW HEIGHTS BEING THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20 AND THE TERMINUS OF SAID DESCRIBED LINE.

CONTAINING 159.73 ACRES, MORE OR LESS.

NOTES:

1. BASIS OF BEARING IS GRID, WASHINGTON STATE PLANE, NAD 83(2011), SOUTH ZONE BASED ON GNSS OBSERVATIONS. DISTANCES SHOWN HEREON ARE GROUND SCALED FROM GIRD USING A COMBINED FACTOR OF 0.99980726 FROM LAT: 46°11'04.1"N LONG: 117°49'20.7"W

2. ○ = DENOTES SET 5/8"x24" REBAR WITH ORANGE PLASTIC CAP STAMPED "DPB WA 41028".

3. ● = DENOTES FOUND 5/8" REBAR W/ YELLOW PLASTIC CAP STAMPED "WORLEY 13352" OR MONUMENT AS NOTED.

4. ⊠ = DENOTES 5/8" REBAR WITH 2" ALUMINUM CAP IN MONUMENT CASE TO BE SET UPON COMPLETION OF PAVING.

5. ⊕ = DENOTES FOUND 3-1/4" BERNTSEN A-1 MONUMENT ±0.5' UP IN MOUND OF STONE W/ T-POST ±1' NORTH.

6. (M) = MEASURED PER THIS SURVEY (C) = COMPUTED
(R1) = RECORD PER SURVEY 5358 (AF. NO. 2020-028466)
(R2) = RECORD PER PLAT OF COUNTRY MEADOW HEIGHTS V.15, PG.376 (A.F. NO. 2009-013677)
(R3) = RECORD PER SURVEY 5423 (AF. NO. 2020-048531)

7. EQUIPMENT AND PROCEDURES: THIS SURVEY WAS PERFORMED WITH DUAL FREQUENCY GNSS RECEIVERS CONFIGURED FOR REAL TIME KINEMATIC SURVEYING.

8. MONUMENTS WERE VISITED JULY 6, 2020 AND DECEMBER 17, 2020.

9. ALL SLOPE, UTILITY, DRAINAGE AND IRRIGATION EASEMENTS ARE DEDICATED HEREON AS SHOWN HEREON.

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S89°07'38"E	207.09
L2	N85°52'22"E	371.63
L3	S89°07'38"E	1172.70
L4	S0°51'14"E	779.06
L5	S10°04'56"E	13.18
L6	N0°28'53"W	48.22
L7	S89°07'38"E	37.83
L8	S51°21'23"W	57.05
L9	S70°06'10"W	209.53
L10	S72°38'14"W	59.76
L11	S55°20'35"W	81.86
L12	S73°01'03"W	66.20
L13	S25°36'26"W	81.90
L14	S57°58'07"W	180.20
L15	S87°34'50"W	123.25
L16	S60°02'51"W	69.40
L17	S47°40'19"W	170.66
L18	S19°00'04"W	120.30
L19	S22°45'11"W	155.95
L20	S15°14'34"W	116.09

LINE TABLE		
LINE	DIRECTION	LENGTH
L21	S9°02'10"W	94.34
L22	S37°58'27"E	67.78
L23	S87°36'52"E	128.59
L24	S71°40'13"E	141.48
L25	S22°36'45"E	125.97
L26	N37°47'02"W	112.66
L27	N0°30'04"E	99.62
L28	N7°53'22"E	185.35
L29	N17°30'07"E	176.91
L30	N45°16'11"E	72.00
L31	N39°29'52"E	112.27
L32	N27°29'51"E	100.80
L33	N47°45'38"E	137.70
L34	N85°52'22"E	128.30
L36	N32°49'04"E	341.83
L37	N18°29'59"E	189.61
L38	N21°01'01"E	270.81
L39	N25°18'05"E	268.02
L40	N28°31'39"E	100.70
L41	N32°23'25"E	80.02

LINE TABLE		
LINE	DIRECTION	LENGTH
L42	N23°50'50"E	176.83
L43	N27°25'56"E	63.78
L44	N36°10'07"E	146.18
L45	N38°04'24"E	116.22
L46	N70°20'53"E	138.99
L47	N54°05'23"E	125.22
L48	S10°04'56"E	45.79
L49	S89°07'38"E	282.59
L50	S89°07'38"E	295.05
L51	N85°52'22"E	181.36
L52	N85°52'22"E	190.27
L53	S89°07'32"E	56.50
L54	S89°07'40"E	150.06
L55	S61°00'56"E	234.00
L56	S61°00'56"E	532.74

SURVEYOR'S CERTIFICATE:

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

DAVID P. BAALMAN LS#41028

1-6-2021
DATE

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

AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF ROGERS SURVEYING INC.
RECORDED IN VOLUME____OF PLATS, PAGE _____, RECORDS OF BENTON COUNTY, WASHINGTON, AT_____MINUTES PAST_____M., THIS_____DAY OF_____, 20____.

BENTON COUNTY AUDITOR

FEE NUMBER

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

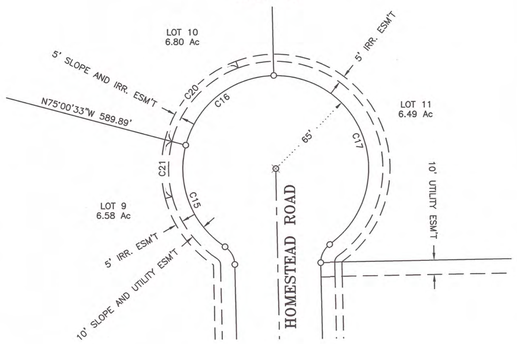
1-04-2021 DRN BY: ALM 33020-PLAT.DWG

FINAL PLAT OF COUNTRY ACRES

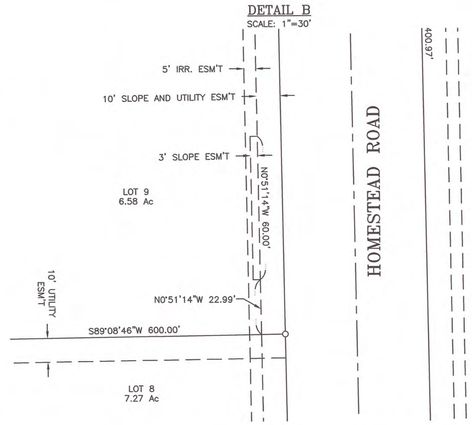
LOCATED IN A PORTION OF THE WEST 1/2 OF SECTION 20,
TOWNSHIP 8 NORTH, RANGE 28 EAST, W.M.
BENTON COUNTY, WASHINGTON

EASEMENT DETAILS

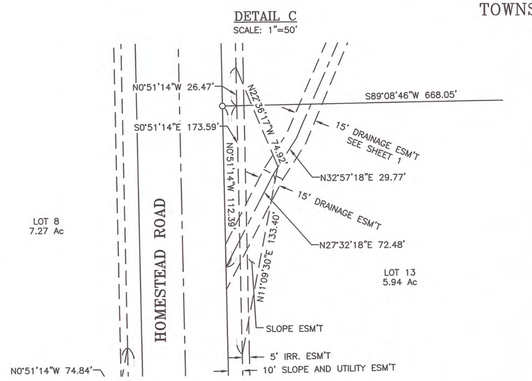
DETAIL A
SCALE: 1"=50'



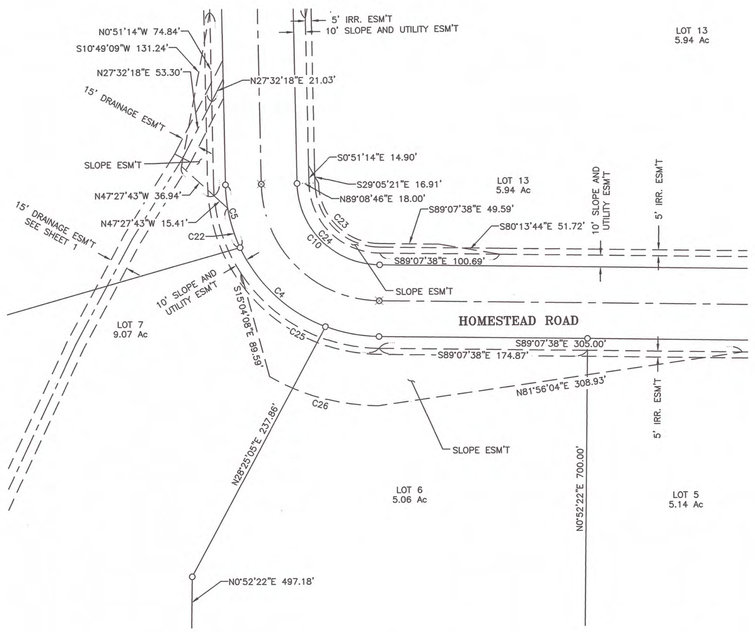
DETAIL B
SCALE: 1"=30'



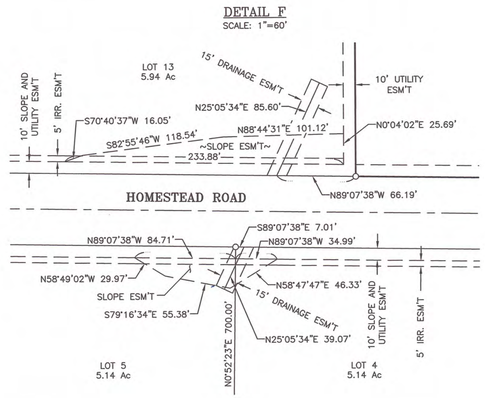
DETAIL C
SCALE: 1"=50'



DETAIL D AND E
SCALE: 1"=60'

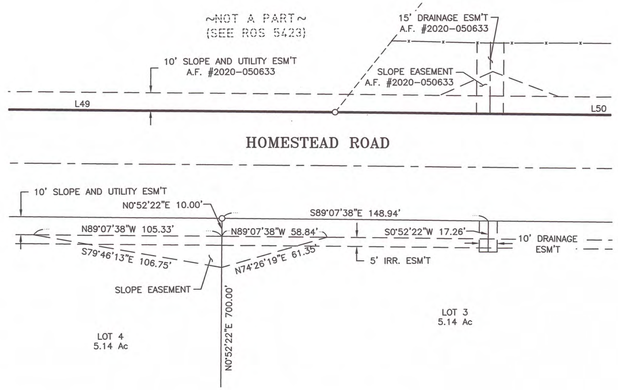


DETAIL F
SCALE: 1"=60'



Easement Curve Table					
CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CHORD
C20	72.06	75.00	55°02'47"	N42°30'51"E	69.32
C21	38.89	75.00	29°42'28"	N0°08'13"E	38.45
C22	34.51	130.00	15°12'34"	S17°08'14"E	34.41
C23	80.11	52.00	88°16'24"	S44°59'26"E	72.42
C24	92.44	60.00	88°16'24"	S44°59'26"E	83.56
C25	137.18	140.00	56°08'28"	S61°03'24"E	131.76
C26	95.55	188.00	29°07'16"	S74°30'40"E	94.53

DETAIL G
SCALE: 1"=40'



1-6-2021
DATE

AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF ROGERS SURVEYING INC.
RECORDED IN VOLUME____OF PLATS, PAGE _____, RECORDS OF
BENTON COUNTY, WASHINGTON, AT_____MINUTES PAST_____M.,
THIS_____DAY OF_____, 20___.

BENTON COUNTY AUDITOR _____ FEE NUMBER _____

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1-04-2021 DRN BY: ALM 33020-PLAT.DWG

FINAL PLAT OF COUNTRY ACRES

LOCATED IN A PORTION OF THE WEST 1/2 OF SECTION 20, TOWNSHIP 8 NORTH, RANGE 28 EAST, W.M.
BENTON COUNTY, WASHINGTON

OWNER'S CERTIFICATE/DEDICATION

WE, THE UNDERSIGNED, HEREBY CERTIFY THAT WE ARE ALL PARTIES HAVING OWNERSHIP INTEREST IN THE TRACT OF LAND DESCRIBED HEREON; HAVE GIVEN OUR FREE CONSENT AND IN ACCORDANCE WITH OUR DESIRES CAUSED SAID LAND TO BE SURVEYED AND PLATTED INTO LOTS AND ROADS AS SHOWN HEREON UNDER THE NAME OF COUNTRY ACRES, DO HEREBY GRANT ALL EASEMENTS SHOWN HEREON FOR THE USES SHOWN THEREON; DO HEREBY DEDICATE ALL ROAD RIGHT OF WAYS TO THE PUBLIC; AND DO HEREBY WAIVE ON BEHALF OF OURSELVES AND OUR SUCCESSORS IN INTEREST, ALL CLAIMS FOR DAMAGES AGAINST BENTON COUNTY AND ANY OTHER GOVERNMENTAL AUTHORITY WHICH MAY OCCASIONED TO THE LAND ADJACENT TO SUCH DEDICATED ROAD RIGHT OF WAYS BY THE ESTABLISHED CONSTRUCTION, DRAINAGE AND MAINTENANCE OF SAID DEDICATED ROAD RIGHT OF WAYS.

TYLER TAPANI, AUTHORIZED REPRESENTATIVE OF
CANYON RANCH, LLC

ACKNOWLEDGMENT

STATE OF WASHINGTON } S.S.
COUNTY OF BENTON

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT TYLER TAPANI IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE MANAGING MEMBER OF CANYON RANCH LLC TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: JAN. 6, 2021
SIGNATURE: Brenda A Griffin
TITLE: NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON RESIDING AT: RICHLAND
MY APPOINTMENT EXPIRES: AUG. 29, 2023

BRENDA A GRIFFIN
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION # 210007
MY COMMISSION EXPIRES
AUGUST 29, 2023

NOTARY STAMP (BLACK INK ONLY)

BENTON COUNTY APPROVALS

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

BENTON COUNTY ENGINEER

CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS

CHAIRMAN, BENTON COUNTY PLANNING COMMISSION

Rebecca Vaughn 1/6/2021
BENTON FRANKLIN HEALTH DISTRICT

UTILITY APPROVALS

THE UTILITY EASEMENTS SHOWN HEREON ARE APPROVED BY THE UTILITIES:

Shannon Kerr 1/6/2021
BENTON P.U.D. NO. 1

1/6/21
ZIPLY FIBER

IRRIGATION APPROVAL:

I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREON IS LOCATED WITHIN THE BOUNDARIES OF THE KENNEWICK IRRIGATION DISTRICT BUT THAT THIS PROPERTY IS NOT CLASSIFIED AS IRRIGABLE LAND AND IS NOT ENTITLED TO IRRIGATION WATER UNDER THE EXISTING OPERATING RULES AND REGULATIONS OF THIS DISTRICT. I FURTHER CERTIFY THAT THE IRRIGATION EASEMENTS SHOWN ON SAID PLAT ARE ADEQUATE TO SERVE ALL LOTS SHOWN HEREON PER THE REQUIREMENTS OF RCW 58.17.310.

KENNEWICK IRRIGATION DISTRICT

1-8-21
DATE

IRRIGATION DISTRICT NOTES:

1. NO GRADING MAY BE PERFORMED OR ANY PERMANENT STRUCTURE BUILT WITHIN THE BUREAU OF RECLAMATION RIGHT OF WAY WITHOUT AN APPROVED PERMIT FROM THE KENNEWICK IRRIGATION DISTRICT AND/OR UNITED STATES BUREAU OF RECLAMATION, WHEN APPLICABLE.

2. THIS PROPERTY IS LOCATED WITHIN THE BOUNDARIES OF THE KENNEWICK IRRIGATION DISTRICT AND IN THE IMMEDIATE VICINITY OF IRRIGATION INFRASTRUCTURE. PLEASE REFER TO WWW.KID.ORG FOR FURTHER INFORMATION.

3. PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR ANY STRUCTURE ON LOTS 10 THROUGH 12 BORDERING THE KID MAIN CANAL, THERE SHALL BE CONSTRUCTED AN APPROVED FENCE AS STATED IN THE CCRs RECORDED WITH SAID PLAT OF COUNTRY ACRES.

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR 2020. PARCEL NO. 1-2088-200-0004-000 (PARENT)

Kenneth Spencer by Heather Hutton 01/08/2021
BENTON COUNTY TREASURER DATE

Bill Spencer by Mary Dodson 01/08/2021
BENTON COUNTY ASSESSOR DATE

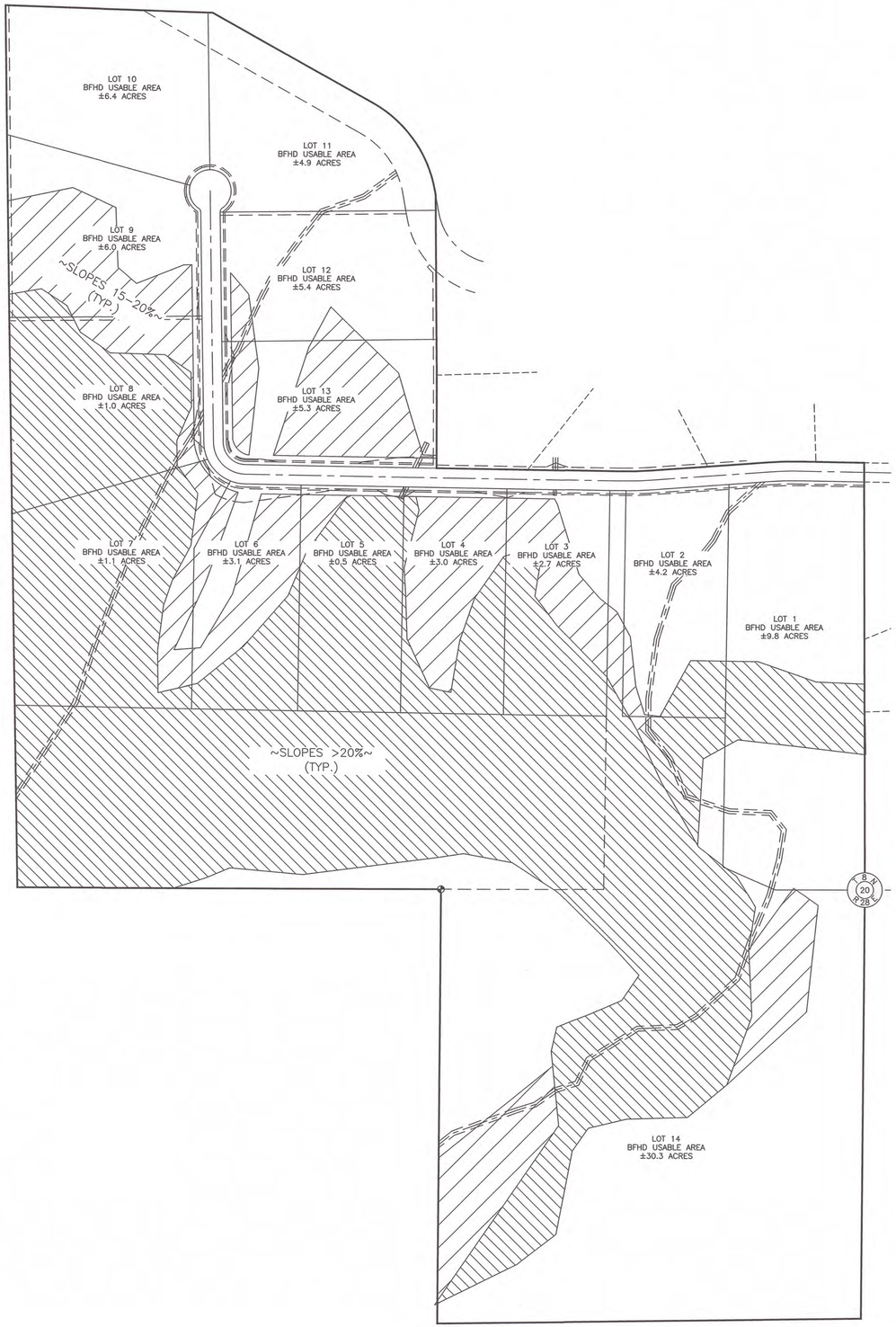
DAVID R. BAALMAN
WASHINGTON
41028
REGISTERED
PROFESSIONAL LAND SURVEYOR

1-6-2021
DATE

AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF ROGERS SURVEYING INC.
RECORDED IN VOLUME____OF PLATS, PAGE _____, RECORDS OF BENTON COUNTY, WASHINGTON, AT_____MINUTES PAST_____M., THIS_____DAY OF_____, 20___.

BENTON COUNTY AUDITOR FEE NUMBER



BENTON COUNTY NOTES:

1. ADDRESS NUMBERS [NOTED IN BRACKETS] ARE SUBJECT TO CHANGE UNTIL THE EXACT LOCATION OF ACCESS ONTO THE LOT IS DETERMINED.
2. THIS PLAT APPEARS TO HAVE SUITABLE CONDITIONS FOR THE USE OF ON-SITE SEWAGE DISPOSAL SYSTEMS. HOWEVER, BECAUSE OF THE NATURE OF THE TESTING METHODS USED, WE HAVE NO WAY OF DETERMINING WHETHER EACH LOT CAN COMPLY WITH BENTON-FRANKLIN DISTRICT BOARD OF HEALTH RULES AND REGULATIONS AT THE TIME OF PERMIT ISSUANCE. FURTHER BE ADVISED THIS DEPARTMENTS APPROVAL OF ANY LOT WITHIN THIS PLAT FOR THE USE OF ON-SITE SEWAGE SYSTEMS MAY BE CONTINGENT UPON THAT LOT PASSING ADDITIONAL SOIL INSPECTIONS/PERCOLATION TESTS, AND/OR OTHER REQUIREMENTS AT A LATER DATE.
3. NO BUILDING OR FAS PERMIT WILL BE ISSUED FOR ANY LOT WITHIN THIS PLAT UNTIL A ROAD APPROACH PERMIT IS OBTAINED FROM THE BENTON COUNTY ROAD DEPARTMENT.
4. BENTON COUNTY IS NOT RESPONSIBLE FOR THE MAINTENANCE OR THE UPKEEP OF ANY STORMWATER RETENTION FACILITY OR DRAINAGE EASEMENTS. ALL SUCH MAINTENANCE AND UPKEEP ARE THE RESPONSIBILITY OF THE UNDERLYING PROPERTY OWNER.
5. PRIOR TO THE CONSTRUCTION OF ANY DRIVEWAY OR THE ISSUANCE OF ANY BUILDING PERMIT FOR ANY LOT WITHIN THIS SUBDIVISION THE PROPERTY OWNER SHALL OBTAIN A ROAD APPROACH PERMIT FROM THE BENTON COUNTY PUBLIC WORKS DEPARTMENT AND INSTALL THE REQUIRED TEMPORARY CONSTRUCTION ACCESS.
6. NO TREES, SHRUBS, WEEDS, FENCING OR OTHER OBSTRUCTIONS MORE THAN 24 INCHES IN HEIGHT ARE PERMITTED WITHIN BENTON COUNTY RIGHT-OF-WAY.
7. PROPERTY OWNERS THAT INSTALL GRASS, CURBING, ROCK MULCH OR OTHER LANDSCAPING WITHIN THE COUNTY RIGHT-OF-WAY DO SO AT THEIR OWN RISK. THE COUNTY WILL NOT REPAIR OR REPLACE DAMAGED LANDSCAPING DUE TO CONSTRUCTION OR MAINTENANCE OPERATIONS.
8. DURING CONSTRUCTION ON EACH PROPERTY, ALL CONSTRUCTION DEBRIS SHALL BE MAINTAINED ON-SITE AND PROPERLY DISPOSED OF. DUST CONTROL MEASURES INCLUDING AN ADEQUATE WATER SUPPLY SHALL BE PROVIDED.
9. COUNTRY ACRES CONSERVATION AREA – THIS AREA DESIGNATED BOTH AS A WASHINGTON DEPARTMENT OF FISH AND WILDLIFE PRIORITY HABITAT AND SPECIES AREA AND A BENTON COUNTY FISH AND WILDLIFE HABITAT CONSERVATION AREA. CURRENT AND SUBSEQUENT PURCHASERS OF REAL PROPERTY ARE TO BE AWARE OF THE DESIGNATED CONSERVATION AREA SHOWN ON THE PLAT MAP. NO NEW DEVELOPMENT, INCLUDING BUT NOT LIMITED TO FENCING, STRUCTURES, OR ROAD CONSTRUCTION SHALL BE ALLOWED WITHIN THE MAPPED CONSERVATION AREA; WITH THE EXCEPTION OF FIRE SUPPRESSION INFRASTRUCTURE, SYSTEMS, AND ASSOCIATED EASEMENTS FOR THE ABATEMENT OF WILD LAND FIRES.
10. IF A CHECK DAM NEEDS MOVED FOR A DRIVEWAY ENTRANCE THE LANDOWNER IS RESPONSIBLE TO MOVE THE DAM IN LINE DOWN STREAM FROM APPROACH.
11. PRIOR TO THE GRANTING OF A BUILDING OR FACTORY ASSEMBLED (FAS) PERMIT FOR EACH LOT BY THE COUNTY, THE APPLICANT FOR A BUILDING OR FAS PERMIT MUST COMPLY WITH RCW 90.44.050, AS CURRENTLY EXISTING AND HEREAFTER AMENDED, REGARDING PUBLIC GROUND WATER. THE APPLICANT MUST DEMONSTRATE THAT POTABLE WATER IS LEGALLY AVAILABLE BY PRESENTING (A) EVIDENCE OF A VALID WATER RIGHT PERMIT FROM THE WASHINGTON STATE DEPARTMENT OF ECOLOGY FOR THE PROPOSED WELLS FOR EACH LOT; (B) A WATER WELL REPORT FILED AND RECEIVED BY THE WASHINGTON STATE DEPARTMENT OF ECOLOGY FOR AN EXEMPTED WELL THAT COMPLIES WITH THE 5,000 GALLON PER DAY EXEMPTION DESCRIBED IN RCW 90.44.050, AS CURRENTLY EXISTING AND HEREAFTER AMENDED; OR (C) A WRITTEN APPROVAL FROM THE WASHINGTON STATE DEPARTMENT OF HEALTH THAT A GROUP A OR GROUP B PUBLIC WATER SUPPLY SYSTEM HAS BEEN INSTALLED AND IS AVAILABLE FOR PROVIDING POTABLE WATER TO THE LOT.
12. PER BCC 11.16A.080(6) – SETBACK REQUIREMENTS – ALL DWELLING UNITS AND SWIMMING POOLS SHALL HAVE A SETBACK OF ONE HUNDRED FIFTY (150) FEET FROM ANY PARCEL LOCATED PARTIALLY OR WHOLLY WITHIN THE GROWTH MANAGEMENT AGRICULTURAL ACT DISTRCIT (GMAAD) AND FROM ANY ADJACENT ORCHARD, HOP FIELD OR VINEYARD (OR COMBINATION THEREOF) OF TEN (10) ACRES OR MORE ON ONE PARCEL OR ON CONTIGUOURS PARCELS UNDER COMMON OWNERSHIP. PLEASE CONTACT THE BENTON COUNTY PLANNING DEPARTMENT FOR FURTHER INFORMATION.
13. ALL LOTS WITHIN THIS DEVELOPMENT ARE COLLECTIVELY LIMITED TO NO MORE THAN 5,000 GALLONS PER DAY OF GROUNDWATER WITHDRAWAL FOR DOMESTIC USE FROM THE INDIVIDUAL EXEMPT WELLS. ADDITIONALLY, ALL LOTS THAT ARE PART OF THIS DEVELOPMENT ARE COLLECTIVELY LIMITED TO NO MORE THAN ONE HALF (1/2) ACRE ON NON-COMMERCIAL LAWN OR GARDEN FOR THE LIFE OF THE DEVELOPMENT IF IRRIGATION WATER IS TO BE PROVIDED TO THE LOTS BY THE PERMIT EXEMPT WELL(S) (1/2 ACRE TOTAL OF NON-COMMERCIAL LAWN OR GARDEN FOR ALL LOTS WITHIN THE DEVELOPMENT COMBINED).
14. THE COUNTY, IN ACCORDANCE WITH RCW 58.17.110, IS REQUIRED TO ENSURE THAT APPROPRIATE PROVISIONS HAVE BEEN MADE FOR POTABLE WATER SUPPLIES PRIOR TO THE APPROVAL OF A SUBDIVISION. THE COUNTY HAS COMPLETED ITS REVIEW IN ACCORDANCE WITH THIS REQUIREMENT, AND THROUGH THE SUBMITTAL OF WELL LOGS AND SUPPLEMENTAL WRITTEN RECORD MATERIALS, HAS DETERMINED THAT POTABLE WATER SUPPLIES ARE BOTH LEGALLY AND PHYSICALLY/FACTUALLY AVAILABLE FOR THIS PROPOSED DEVELOPMENT. THE POTABLE WATER SUPPLIES IDENTIFIED FROM THE SUBMITTED WELL LOGS AND SUPPLEMENTAL WRITTEN RECORD MATERIALS ARE BOTH FROM A SHALLOW, UNCONFINED AQUIFER, AND A DEEPER, BASALT CONFINED AQUIFER.
15. THE KENNEWICK IRRIGATION DISTRICT HAS ASSERTED THE RIGHT TO RECAPTURE ARTIFICIALLY STORED GROUNDWATER WITHIN ITS BOUNDARIES AND WITHIN THE SHALLOW, UNCONFINED AQUIFER KNOWN AS BADGER COULEE (PASCO GRAVEL UNITS). THE LOTS/WELLS WITHIN THIS DEVELOPMENT UTILIZING THE SHALLOW, UNCONFINED AQUIFER KNOWN AS BADGER COULEE (PASCO GRAVEL UNITS) FOR POTABLE WATER SUPPLIES, COULD BE AFFECTED SHOULD THE KENNEWICK IRRIGATION DISTRICT CHOOSE TO RECAPTURE THE ARTIFICIALLY STORED GROUNDWATER FROM SAID AQUIFER.
16. A GEOTECHNICAL RISK ASSESSMENT REPORT IS REQUIRED PRIOR TO ANY GRADING OR THE ISSUANCE OF A BUILDING PERMIT WITHIN THIS DEVELOPMENT.
17. GEOLOGICALLY HAZARDOUS AREAS ARE LOCATED WITHIN THIS DEVELOPMENT AND THERE IS POTENTIAL FOR SLOPE INSTABILITY TO EXIST AND TYPICAL FACTORS SUCH AS EXCESS WATER AND SOIL DISTURBANCE CAN INCREASE THE RISK OF SLOPE INSTABILITY.
18. STORMWATER DISCHARGE, INCLUDING BUILDING DOWNSPOUTS, SHOULD BE DIRECTED AWAY FROM THE STEEPER AREAS WITHIN THIS DEVELOPMENT.
19. SLOPE EASEMENTS SHOWN HEREON ARE DEDICATED TO BENTON COUNTY FOR MAINTAINING SLOPE STABILITY FOR ROADWAY GRADE.
20. DRAINAGE EASEMENTS SHOWN HEREON ARE DEDICATED TO ~~BENTON COUNTY FOR NATURAL DRAINAGE PRESERVATION AND CULVERT MAINTENANCE~~ THE PUBLIC.
21. PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR ANY STRUCTURE ON LOTS 10 THROUGH 12 BORDERING THE KID MAIN CANAL, THERE SHALL BE CONSTRUCTED AN APPROVED FENCE AS STATED IN THE CCRS RECORDED WITH SAID PLAT OF COUNTRY ACRES.
22. IT IS EXPRESSLY DECLARED AND UNDERSTOOD THAT BENTON COUNTY HAS NO DUTY OR RESPONSIBILITY FOR THE CONSTRUCTION, UPKEEP, MAINTENANCE, OR REPAIR OF STORM DRAINAGE FACILITIES OR DRAINAGE EASEMENTS LOCATED OUTSIDE OF THE COUNTY ROAD RIGHT OF WAY.

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

1-04-2021 DRN BY: ALM 33020-PLAT.DWG

Planning Department
(509) 786-5612
P.O. Box 910
Prosser, WA 99350

www.co.benton.wa.us
planning.department@co.benton.wa.us
Prosser Office: 620 Market Street, 1st Floor
Kennewick Office: 102206 East Wiser Parkway

FINAL PLAT REVIEW FORM

RECEIVED
NOV 20 2020
Benton Co. Planning Dept.

Application No. SUB 2020-009

APPLICANT INFORMATION

Please check the box indicating primary contact person for this application

☐ **Applicant/Agent**: TYLER TAPANI

Mailing Address: 1313 N YOUNG ST City: KENNEWICK

State: WA ZIP: 99336 Phone: 509-440-3273 Work: SAME

Email Address: TYLER@TAPCONSTRUCTION.COM

Signature: [signature] Date: 11/20/2020

☐ **Property Owner(s)** *(if different)*: _____

Mailing Address: _____ City: _____

State: _____ ZIP: _____ Phone: _____ Work: _____

Email Address: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

**If there are additional owners please copy this section, sign, and attach to the application*

☐ **Land Surveyor**: _____

Mailing Address: _____ City: _____

State: _____ ZIP: _____ Phone: _____ Work: _____

Email Address: _____

If the property is owned by a corporation, trust, partnership or LLC please complete the entity signature block below showing that the person signing has the authority to sign on behalf of the company.

ENTITY SIGNATURE BLOCK

If the applicant or legal owner of the property is a corporation, partnership, trust or LLC use the following signature block.

Applicant/Legal Owner: _____

Officer name: _____

Title: _____

Signature: _____ Date: _____

THE ABOVE SIGNED OFFICER OF _____ *(name of entity)*

WARRANTS AND REPRESENTS THAT ALL NECESSARY LEGAL AND CORPORATE ACTIONS HAVE BEEN DULY UNDERTAKEN TO PERMIT _____ *(name of applicant/officer)* TO SUBMIT THIS APPLICATION AND THAT THE ABOVE SIGNED OFFICER HAS BEEN DULY AUTHORIZED AND INSTRUCTED TO EXECUTE THIS APPLICATION.

PARCEL INFORMATION

1. **Name of preliminary plat:** COUNTRY ACRES
2. **Year of preliminary plat approval:** 2020
3. **Parcel number:** __-_____-____-_____-____
4. **Proposed name of subdivision:** COUNTRY ACRES
5. **Phasing approved:** ☑ Yes ☐ No
   a. ***This plat is phase*** 1 *of* 1
6. **Acreage of preliminary plat:** 160 AC
7. **Acreage of this plat:** 160
8. **Number of lots approved:** 14
9. **Number of lots in this phase:** 14
10. **Smallest lot area:** 5.5 AC
11. **Average lot area:** 6 AC
12. **Length of public streets:** 2900
13. **Total acreage of public streets:** 1.60 AC
14. **Additional comments or information:**

(FOR STAFF USE ONLY)

Application Complete: Y N

Critical Areas: N Y: _____ *Zoning:* _____

Reviewed by: _____ *Date:* _____

Any information submitted to the Benton County Planning Department is subject to public records disclosure law for the State of Washington (RCW Chapter 42.17) and all other applicable law that may require the release of the documents to the public.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0000101, DEPARTMENT NUMBER 116

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

Dated this 26th day of January, 2021

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor, File,

Prepared by:GW/djh

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Planning Dept Nbr: 116

Fund Name: Current Expense Fund Nbr: 0000101

TRANSFER FROM: Dept 000 TRANSFER TO: Dept 000

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
558.602	4743	Intergovernmental Payments	$19,432	558.600	2102	Social Security (FICA)	$1,299
				558.600	2103	Medical Insurance	$13,915
				558.600	2104	Retirement	$4,218
TOTAL			$19,432	TOTAL			$19,432

Explanation:

Mones are needed to pay for Benefits for 2020.

Prepared by: Date: 06-Jan-2021

Approved ☐ Denied ☐ Date:

Chairman

Member

Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN PUBLIC SAFETY TAX FUND FUND NUMBER 0148101, SHERIFF PATROL DEPARTMENT NUMBER 121.

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

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Auditor; File, BCSO

K. Gillies

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Sheriff Patrol Dept Nbr: 121

Fund Name: Public Safety Tax Fund Fund Nbr: 0148101

TRANSFER FROM: 121 TRANSFER TO: 121

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
521.210	3201	Vehicle Fuel	$29,400	521.210	1935	Holiday	$8,000
				521.210	2103	Medical Insurance	$9,200
				521.210	2105	Uniforms	$9,200
				521.210	2119	Paid Family Medical Leave	$3,000
TOTAL			$29,400	TOTAL			$29,400

Explanation:

To reappropriate funding in PST Investigations for Benefits & Salaries. COLA's for 2019/2020 were not included in the 2019/2020 budget for the Sheriff's Office and moving funds from salaries due to a CBA change in distributing $100 from salaries of deptuies to medical insurance/VEBA per month.

Prepared by: Katie Gillies Date: 12-Jan-2021

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN PUBLIC SAFETY TAX, FUND NUMBER 0148101 DEPARTMENT 106

BE IT RESOLVED, by the Board of Benton County Commissioners, that funds shall be transferred as outlined in Exhibit "A" attached hereto for the 2019-2020 budget.

Dated this _____ day of _____, 2021

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest:_____
Clerk of the Board

cc: Clerk, Auditor, file

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Clerk

Dept Nbr: 106

Fund Name: Public Safety Tax

Fund Nbr: 0148101

TRANSFER FROM: Dept 106

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
512.329	9305	New computer Hardware & Software	$350
512.300	3101	Supplies	$22,000
	TOTAL		$22,350

TRANSFER TO: Dept 106

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
512.300	9305	New Computer Hardware & Software	$350
512.300	3501	Minor Equipment and small Tools	$22,000
	TOTAL		$22,350

Explanation:

We need to transfer funds to cover the the cost of additional licenses for OnBase and for chairs. This is for the 2019-2020 buget cycle.

Prepared by: Josie Delvin

Date: 20-Jan-2021

Approved ☐

Denied ☐

Date: _____

_____
Chairman

_____
Member

_____
Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN PUBLIC SAFETY TAX FUND FUND NUMBER 0148101, DEPARTMENT NUMBER 123.

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

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Commissioners; Auditor; File, Superior Court

Prepared by: T. Deaton

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Superior Court - Judicial Dept Nbr: 123

Fund Name: Public Safety Tax Fund Fund Nbr: 0148101

TRANSFER FROM:				TRANSFER TO:			
BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
512.210	4202	Telephone	$ 125	512.210	2119	Paid Family Leave Act	$ 125
TOTAL			$ 125	TOTAL			$ 125

Explanation: 2019-2020 Budget. Transfer of funds to more adequately cover the costs of benefit increases for the 2019-2020 Budget.

Prepared by: Tiffany Deaton, Superior Court Administrator Date: 07-Jan-2021

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN COUNTY ROAD FUND NUMBER 0101101, DEPARTMENT NUMBER 500.

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

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

J. Bowe

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Road Dept Nbr: 500

Fund Name: County Road Fund Nbr: 0101101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
542.312	9300	Interfund Supplies	$3,000
TOTAL			$3,000

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
542.920	9100	Interfund Professional Svcs.	$3,000
TOTAL			$3,000

Explanation:

2019-2020 Budget - Reallocation of funding to line items where funds are expected to be utilized.

Prepared by: Jennifer Bowe Date: 08-Jan-2021

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 26, 2021
Subject:	Authorization to Sign the Digital Submittal Certification of the 2021 Road Levy Certification and Estimated Revenue
Presenter:	N/A
Prepared By:	Jennifer Bowe
Reviewed By:	Douglas D'Hondt

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

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

Summary / Background Information

The Roads Department is required annually to digitally submit the annual road levy certifications and estimated revenues produced per WAC 136-150-021.

This resolution authorizes the Road Department to sign the 2021 digital certification and submit to CRAB as required.

Fiscal Impact

Amount: **N/A**

Fund: **N/A**

Recommendation

The Road Department is requesting the Board approve the attached Resolution and authorize the Chairman of the Board to sign the digital submittal certification for the 2021 Road Levy Certification and estimated revenues.

Suggested Motion

N/A – Consent Agenda

R E S O L U T I O N

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF BENTON COUNTY ROADS RE: AUTHORIZATION TO SIGN THE DIGITAL SUBMITTAL CERTIFICATION OF THE 2021 ROAD LEVY CERTIFICATION AND ESTIMATED REVENUE PRODUCED PER WAC 136-150-021

WHEREAS, the Board of County Commissioners has reviewed the Certification of the 2021 Road Levy and finds the Certification to be complete; **NOW, THEREFORE,**

BE IT RESOLVED by the Board of Benton County Commissioners that the attached Certification of the 2021 Road Levy and Estimated Revenue Produced form is approved, and that the Chairman is authorized to sign the Digital Submittal Certification form for said Road Levy Certification.

Dated this 26th day of January 2021.

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

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

Orig.: Road Dept. J. Bowe

Benton County
Certification of the 2021 Road Levy and Estimated Revenue Produced
WAC 136-150-021

		Total County Valuation:	$23,673,974,737
	($/Thousand)	**Road District Valuation**	**Amount**
Highest Lawful Road Levy: (Include Any Banked Capacity)	$1.539327	$5,217,108,183	$8,030,835
County Road Levy Shifted to Current Expense (per RCW 84.52.043**):**	$0.000000	$5,217,108,183	$0
Adjusted Highest Lawful Road Levy:	$1.539327	$5,217,108,183	$8,030,835
Actual Established Road Levy: (Levy Fixed in Accordance with RCW 36.40.090) Do not include any refund levy amounts	$1.337918	$5,217,108,183	$6,980,063
Banked Capacity to Carryover to 2022:			$1,050,772

County Road Property Tax Revenues Diverted For Other Unincorporated Purposes in Accordance with RCW 36.33.220, RCW 39.89, or RCW 84.55.050:

Service to be Provided	**Diverted $/Thousand**	**Diverted Levy Amount**
Traffic Law Enforcement RCW 36.33.220	0.112963	$589,340
Total Diverted Road Levy:	**$0.112963**	**$589,340**
Road Levy Revenue Remaining for Roads (RCW 36.82.040)	**$1.224955**	**$6,390,723**

Road Funds Budgeted to be used for Traffic Law Enforcement

Traffic Law Enforcement Funded Through Operating Transfer (per agreement):	$0
Traffic Law Enforcement Funded Through Direct Payment (cost reimbursement):	$0
Total Budgeted Road Fund Expenditures for Traffic Enforcement:	**$0**

Reporting of Diverted Road Levy and budgeted Road Fund Expenditures for Traffic Law Enforcement amounts are both required in order to ascertain county eligibility for RATA funds. (see WAC 136-150-030)

Note: WAC 136-150-021 provides that “The CRABoard will request that every county legislative authority submit a certification showing the amount of the road levy fixed and the amount, if any, budgeted in accordance with RCW 36.33.220 for traffic law enforcement and/or any other purpose from diverted road levy no later than February 1st of each year”.

Benton County
Calendar Year 2021

Digital Submittal Certification for Forms Due February 1st

The documents checked below are hereby submitted from Benton County for the review and acceptance of the County Road Administration Board.

Road Levy Certification for 2021

I hereby certify that the above reports are true and accurate and that I have reviewed, approved, and submitted said reports to the County Road Administration Board in accordance with WAC 136-04. By my signature below, I acknowledge that I am signing all the documents indicated by the checked boxes.

Chair / Executive Signature

Date

County Engineer Signature

Date 01/19/21

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 26, 2021
Subject:	ER&R Rates/Assessments for Department Vehicles
Presenter:	
Prepared By:	Debbie Calhoun
Reviewed By:	Michael McGhan & Robert Blain

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

Summary / Background Information

The Benton County ER&R Department operates the Equipment Rental and Revolving (ER&R) Fund, through which vehicles and equipment are purchased, maintained, and replaced. The Board of County Commissioners adopted the current iteration of the ER&R Fund policy on November 3, 2020. The Benton County ER&R Department, in accordance with the current iteration of the ER&R Fund policy, calculated 2021 rates/assessments for Department vehicles and equipment. Per the adopted policy, vehicle and equipment rates/assessments are to be adopted by the Board of County Commissioners.

Fiscal Impact

Adoption of these vehicle rates/assessments will have no direct fiscal impact. The vehicle rates/assessments were used as a basis for the Departments 2021/2022 budgets.

Amount: None

Fund: All County Funds

Recommendation

Approve as part of the consent agenda.

Suggested Motion

Approve as part of the consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS, RE: ADOPTION OF EQUIPMENT RENTAL AND REVOLVING (ER&R) FUND VEHICLE RATES/ASSESSMENTS FOR DEPARTMENT VEHICLES

WHEREAS, the Benton County ER&R Department operates the Equipment Rental and Revolving (ER&R) Fund, through which vehicles and equipment are purchased, maintained, and replaced; and

WHEREAS, the Board of County Commissioners adopted the current policy that governs the operation of the ER&R Fund on November 03, 2020; and

WHEREAS, through said policy, the ER&R Department calculated rates/assessments for Department vehicles and equipment for the 2021 calendar year; and

WHEREAS, per said policy, vehicle rates/assessments must be adopted by the Board of County Commissioners; and

WHEREAS, the Fleet Superintendent recommends that the Board of County Commissioners adopt the proposed vehicle and equipment rates/assessments; **NOW, THEREFORE,**

BE IT RESOLVED, that the Board of County Commissioners hereby adopts the proposed 2021 vehicle and equipment rates/assessments, per the ER&R Fund policy.

Dated this 26th day of January, 2021

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

Attest:_____
Clerk of the Board

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

D Calhoun

Road Department 2021 Equipment Rates

Vehicle No.	Description	Rate Group	Purchase Year	Lifespan (yrs)	Annual Rental Rate
0390	TOWABLE TRASH PUMP	I	1991	35	$ 9,540
0418	HEAVY HAUL TRAILER	HT	1994	40	$ 15,468
0419	20 YD-TRAILER	HT	1994	45	$ 4,572
0420	HYDRAULIC TRUCK CONV	CO	1994	35	$ 6,216
0424	ROCK RAKE	RR	1995	35	$ 4,080
0425	ROCK RAKE	RR	1995	35	$ 1,752
0432	WATER TANK TRAILER	HT	1996	30	$ 7,920
0442	TRAILER	FT	1997	35	$ 15,600
0459	TRUCK CONVEYOR BOX	CO	1999	30	$ 4,464
0468	WATER TRUCK/OMCO TAN	WT	2001	20	$ 61,692
0474	Fith Wheel Tractor (repurposed 2015)	I	2015	15	$ 17,652
0477	TAILGATE ROCK SPREAD	SP	2001	30	$ 1,860
0478	TAILGATE ROCK SPREAD	SP	2001	30	$ 1,176
0479	TAILGATE ROCK SPREAD	SP	2001	30	$ 1,476
0480	500 GAL. DE-ICER-Pro	DI	2001	25	$ 6,816
0481	500 GAL.DE-ICER TANK	DI	2001	25	$ 5,640
0484A	FRONT LOADER	LO	2018	10	$ 38,808
0489	ROCK RAKE - Kennewick	RR	2003	30	$ 5,832
0490	PATCH TRUCK/PATCH KI	PA	2003	20	$ 27,252
0495	ROLLER	RL	2004	30	$ 3,108
0502	200 GALLON-DE ICER T	DI	2005	20	$ 3,888
0505	TRACTOR/MOWER-PROSSER	TM	2006	15	$ 39,216
0506	CHIPPER	I	2006	25	$ 3,792
0509/0462	SPRAY TRUCK CHASSIS/Weed Sp	ST	2006	17	$ 57,144
0511	TRACTOR MOWER - KENN	TM	2007	14	$ 57,684
0518/0447	SPRAY TRUCK CHASSIS/Weed Sp	ST	2008	15	$ 56,676
0520	1 Ton Flatbed - Kenn	DT	2008	20	$ 20,880
0522	PROSSER ROAD CREW	RO	2008	13	$ 3,204
0523	PROSSER ROAD CREW	RO	2008	13	$ -
0532	REG CAB-PROSSER SHOP	DT	2009	14	$ 3,084
0534	5YD DUMP-KENNEWICK C	SD	2011	15	$ 34,392
0535	5YD DUMP-KENNEWICK C	SD	2011	15	$ 41,436
0536	2009 JET RODDER (PUR	I	2011	20	$ 13,308
0539	SIGN TRUCK	I	2012	9	$ -
0540	772G MOTOR GRADER KE	MG	2012	12	$ 70,188
0541	ROCK RAKE PU A-2	DT	2012	20	$ 9,624
0542	ROCK RAKE PU A-2	DT	2012	20	$ 10,236
0543	2012 FORD F450 XL SU	FB	2012	20	$ 3,588
0544	772G MOTOR GRADER PR	MG	2012	15	$ 59,220
0545	420E Tractor-Loader-	BH	2013	20	$ 20,868
0546	420E Tractor-Loader-	BH	2013	20	$ 12,348
0549	2013 White Ford F250	RO	2013	15	$ 5,352
0550	'13 White Ford F250-	RO	2013	15	$ 7,860
0551	OM12-2E FLATBED TILT	FT	2013	20	$ -
0552	30TDT-3SC FLATBED TI	FT	2013	20	$ 5,664

Road Department 2021 Equipment Rates

Vehicle No.	Description	Rate Group	Purchase Year	Lifespan (yrs)	Annual Rental Rate
0553	2013 John Deere 624K	LO	2013	15	$ 29,424
0554	2013 Ford 450 Flatbed	FB	2013	15	$ 6,912
0555	Side Cast Broom- Pro	BR	2013	10	$ 30,072
0556	Side Cast Broom- Ken	BR	2013	10	$ 25,356
0557	Water Truck-Kennewick	WT	2014	15	$ 61,968
0558	Ford F150 4WD-Superi	DD	2014	7	$ 14,892
0559	Ford F150 4WD- Super	DD	2014	7	$ 15,060
0560	Ford F250 4WD Engine	DD	2014	7	$ 21,480
0561	6 YD Dump Truck	SD	2014	15	$ 24,216
0562	6 YD Dump Truck	SD	2014	15	$ 36,072
0563	12 YD Dump Truck	LD	2014	10	$ 53,856
0565	12 YD Dump Truck	LD	2014	10	$ 47,820
0566	10 YD Pup trailer	PT	2014	20	$ 5,496
0567	10 YD Pup trailer	PT	2014	20	$ 3,480
0568	10 YD Pup trailer	PT	2014	20	$ 4,092
0570	12 YD Dump Truck	LD	2015	10	$ 49,824
0571	12 YD Dump Truck	LD	2015	10	$ 57,576
0572	12 YD Dump Truck	LD	2015	10	$ 59,604
0573	10 YD Pup trailer-Pr	PT	2015	20	$ 6,432
0574	10 YD Pup trailer-Pr	PT	2015	20	$ 5,748
0575	10 YD Pup trailer-Pr	PT	2015	20	$ 5,100
0578	Total Station-Contro	I	2015	10	$ 420
0580	Articulated wheel co	WC	2015	20	$ 348
0581	Articulated wheel co	WC	2015	20	$ 3,504
0582	Ford F350 1 Ton Rock	DT	2015	15	$ 9,264
0583	'06 Frtlnr w/new Etn	I	2015	20	$ 16,800
0584	Rock rake - shopmade	RR	2017	20	$ 4,860
0585	Cascadia Cab	I	2017	15	$ 24,996
0586	Ford F-150 4WD	EN	2017	15	$ 10,968
0587	Ford F-150 4WD	EN	2017	15	$ 11,556
0588	Ford F-250 4WD - F-250 X-Cab Kenn	RO	2017	15	$ 10,644
0589	Ford F-350 4WD - Crew Cab	RO	2017	15	$ 10,284
0590	Olympic Deck over-tilt trailer	FT	2017	20	$ 3,060
0591	John Deere Motor Grader	MG	2017	15	$ 66,504
0592	John Deere Motor Grader	MG	2017	15	$ 70,476
0593	Walk-N-Roll Compactor	WC	2018	20	$ 4,632
0594	Walk-N-Roll Compactor	WC	2018	20	$ 912
0595	Freightliner Asphalt Patch Truck	PA	2018	15	$ 37,872
0596	Volvo pneumatic roller	I	2018	20	$ 11,148
0597	John Deere Wheel Loader	LO	2018	15	$ 31,080
0598	Ford F150 Ext Cab, 4WD	DD	2018	10	$ 17,220
0599	Ford F150 Ext. Cab, 4WD	DD	2018	10	$ 12,636
0700	Ford F150 Ext. Cab, 4WD	DD	2018	15	$ 12,228
0701	RPM Tech LM220 Snow Blower	I	2017	20	$ 32,208
0702	2019 Ford F150 Crew Cab PW-ENG	DD	2019	20	$ 7,764

Road Department 2021 Equipment Rates

Vehicle No.	Description	Rate Group	Purchase Year	Lifespan (yrs)	Annual Rental Rate
0703	2019 Ford F150 EXTCAB M-III	DD	2019	20	$ 12,036
0704	2019 Ford F150 Crew Cab 4WD-Survey	DD	2019	20	$ 8,304
0705	WATER TRUCK & CHASSIS	WT	2020	15	$ 53,544
0706	2019 Ford Escape - Engineering	EN	2019	15	$ 4,800
0707	1969 Butler 6500-gallon water tank trailer	I	2019	20	$ 7,776
0708	Hopper Sander, pre-wet, dual 100 gal tanks	I	2020	10	$ 7,092
0709	DynaPac Single Drum Roller	I	2020	15	$ 19,200
0710	Cross conveyor (shouldering) belt	CO	2020	15	$ 3,744
0711	Cross conveyor (shouldering) belt	CO	2020	15	$ 3,744
0712	WATER TRUCK/OMCO TAN	WT	2021	15	$ 24,936
0713	MOTOR GRADER	MG	2021	15	$ 70,632
0714	2020 Freightliner Cab & Chassis w/dump body	LD	2021	10	$ 64,464
0505R	TRACTOR/MOWER-PROSSER	TM	2021	15	$ 18,696
0511R	TRACTOR MOWER - KENN	TM	2021	15	$ 18,696
0522R	PROSSER ROAD CREW	RO	2021	15	$ 4,680
0523R	PROSSER ROAD CREW	RO	2021	15	$ 4,680
0539R	SIGN TRUCK	I	2021	15	$ 20,784
0558R	Escape	DD	2021	15	$ 3,120
0559R	Explorer	DD	2021	10	$ 5,376
0560R	Explorer	DD	2021	10	$ 5,376

2021 Non-Road Vehicle Replacement Rates

Department	Vehicle No.	Description	Lifespan (yrs)	Annual Replacement Rate
ASSESSOR	1089	2010 Escape	12	$ 1,148
	1091	2010 Impala	15	$ 828
	1110	2016 Escape	15	$ 2,240
	1111	2016 Escape	15	$ 2,248
	1123	2019 Escape	15	$ 2,944
	1124	2019 F150	15	$ 3,684
AUDITOR	1115	2017 Escape	15	$ 2,208
	1131	2020 Van	10	$ 7,860
BUILDING	1085	2009 Impala	10	$ 3,880
	1093	2011 Escape	11	$ 7,396
	1102	2014 Escape	10	$ 3,776
	1106	2015 Escape	10	$ 3,772
	1116	2018 Escape	12	$ 2,400
	1130	2019 Escape	15	$ 2,700
IT	1117	2018 Grd Caravan	15	$ 2,348
CLERK	1099	2013 Impala	15	$ 1,516
	1114	2016 Escape	15	$ 2,388
COMMISSIONER	1107	2015 Escape	15	$ 2,072
	1108	2015 Escape	15	$ 2,280
	1113	2016 Escape	15	$ 2,264
	1119	2017 Escape	15	$ 2,784
	1125	2018 Explorer	15	$ 3,812
	New	Pool Car	15	$ 3,108
	New	Pool Car	15	$ 3,108
CORONER	1090	2010 Express Van	15	$ 9,264
	1103	2014 Transit Van	7	$ 3,604
	1105	2015 Grd Caravan	10	$ 4,132
FACILITIES	1067	2004 Silverado	19	$ 3,056
	1082	2008 F350	20	$ 2,396
	1096	2013 F250	15	$ 2,276
	1109	2015 Escape	15	$ 2,412
	1121	2018 Polaris	10	$ 3,968
	1129	Jacobsen Mower	10	$ 16,096
PLANNING	1095	2012 Escape	15	$ 1,328
	1120	2018 Escape	15	$ 3,012
PROSECUTOR	1100	2013 Impala	15	$ 1,792
	1112	2016 Escape	10	$ 3,464
TREASURER	1092	2011 Impala	11	$ 6,264
PARKS	1097	2013 F250	15	$ 2,212
	1098	2013 F250	15	$ 2,356
	1126	2019 Polaris	10	$ 3,656
	1127	2019 Polaris	10	$ 3,648

2021 Non-Road Vehicle Replacement Rates

Department	Vehicle No.	Description	Lifespan (yrs)	Annual Replacement Rate
FAIRGROUNDS	1094	2011 F250	15	$ 3,312
	1122	2017 Golf Cart	10	$ 2,584
	1128	2019 Polaris	10	$ 3,648
CORRECTIONS	C20-51	2020 Interceptor	10	$ 5,824
	C20-52	2020 Interceptor	10	$ 5,824
	C21-N1	Replaces C05-01	10	$ 3,428
	C21-N2	Replaces C05-02	10	$ 3,428
	C21-N3	Replaces C07-13	10	$ 5,824
JUVENILE	42-51	2019 Escape SE 4WD	15	$ 4,072
	42-52	2020 INTERCEPTOR SUV	15	$ 4,020

2021 Non-Road Annual Vehicle Maintenance Rates by Department

Department	Vehicle No.	Description	Annual Maintenance by Department
ASSESSOR			$ 4,000
	1089	2010 Escape	
	1091	2010 Impala	
	1110	2016 Escape	
	1111	2016 Escape	
	1123	2019 Escape	
	1124	2019 F150	
AUDITOR			$ 1,500
	1115	2017 Escape	
	1131	2020 Cargo Van	
BUILDING			$ 5,000
	1085	2009 Impala	
	1093	2011 Escape	
	1102	2014 Escape	
	1106	2015 Escape	
	1116	2018 Escape	
	1130	2019 Escape	
IT			$ 600
	1117	2018 Grd Caravan	
CLERK			$ 1,500
	1099	2013 Impala	
	1114	2016 Escape	
COMMISSIONER/INSURANCE MANAGEMENT			$ 8,750
	0512	POOL CAR A-1	
	0513	POOL CAR A-1	
	0521	POOL CAR A-2	
	1080	POOL CAR A-2	
	1107	2015 Escape	
	1108	2015 Escape	
	1113	2016 Escape	
	1119	2017 Escape	
	1125	2018 Explorer	
	New	Pool Car	
	New	Pool Car	
CORONER			$ 3,000
	1090	2010 Express Van	
	1103	2014 Transit Van	
	1105	2015 Grd Caravan	
PLANNING			$ 2,000
	1095	2012 Escape	
	1120	2018 Escape	
PROSECUTOR			$ 2,000
	1075	2006 Impala	
	1100	2013 Impala	
	1112	2016 Escape	

2021 Non-Road Annual Vehicle Maintenance Rates by Department

Department	Vehicle No.	Description	Annual Maintenance by Department
FACILITIES			$ 7,000
	1067	2004 Silverado	
	1082	2008 F350	
	1096	2013 F250	
	1109	2015 Escape	
	1121	2018 Polaris	
	1129	Jacobsen Mower	
	61-01	3/4 Ton 4X4 PU Facilities	
	61-02	4X4 PICKUP Facilities	
	61-03	Facilities - Utility Trailer	
	61-04	48" Zero turn mower	
TREASURER			$ 1,000
	1092	2011 Impala	
	0533A	2010 Escape	
PARKS			$ 4,000
	1097	2013 F250	
	1098	2013 F250	
	1126	2019 Polaris	
	1127	2019 Polaris	
	74-02	TRAILER-PARKS/FACILITIES	
	74-03	Parks - Utility Trailer	
	74-05	60 inch zero turn mower	
	74-07	Zero turn 72" deck	
	74-08	72" Zero turn mower	
	74-10	Tandem Axle Trailer	
FAIRGROUNDS			$ 8,500
	1094	2011 F250	
	1122	2017 Golf Cart	
	1128	2019 Polaris	
	110-9	4000 Gallon Water Truck	
	110-10	TELEHANDLER	
	110-11	SKIDSTEER - Fairgrounds	
	110-15	FAIRGROUNDS 105	
	110-23	Tractor with front loader	
SUPERIOR COURT			$ 1,000
	1069	2005 CVPI	
ANIMAL CONTROL			$ 1,000
	137-1	2010 EXPRESS VAN	
	137-2	2006 EXPEDITION	
HUMAN SERVICES			$ 1,000
	HS-03	2010 Fusion	
	HS-04	2010 Fusion	
HORTICULTURAL PEST & DISEASE			$ 500
	9703	2008 COLORADO	

2021 Non-Road Annual Vehicle Maintenance Rates by Department

Department	Vehicle No.	Description	Annual Maintenance by Department
CORRECTIONS			$ 20,000
	C03-01	TRAILER- Work Crew#4	
	C05-01	IMPALA	
	C05-02	CORRECTIONS	
	C07-13	CHEV VAN- Work Crew#6	
	C07-14	TRAILER- Work Crew#2	
	C09-10	CORRECTIONS	
	C09-13	CHEV VAN- Work Crew#4	
	C12-09	Ford Van- Work Crew#2	
	C12-11	Corrections Admin	
	C15-15	FORD VAN - WC #1	
	C17-03	Custody - Van	
	C18-10	Prisoner transport vehicle	
	C19-14	Hyd dump trailer 14K	
	C20-51	2020 Interceptor	
	C20-52	2020 Interceptor	
	C21-N1	Replaces C05-01	
	C21-N2	Replaces C05-02	
	C21-N3	Replaces C07-13	
	S02-10	TRAILER-spare	
	S06-15	TRAILER- Work Crew#5	
	S97-11	WCII TRLR	
JUVENILE			$ 5,000
	42-21	2001 TAURUS	
	42-27	2008 MALIBU	
	42-28	2008 MALIBU	
	42-31A	2005 COLORADO	
	42-33	2004 CVPI	
	42-34	2004 CVPI	
	42-36	1995 TAURUS	
	42-37	1999 TAURUS S/W	
	42-39	2014 Impala	
	42-41	2014 E250	
	42-45	2006 IMPALA	
	42-46	2010 CVPI	
	42-51	2019 Escape SE 4WD	
	42-52	2020 INTERCEPTOR SUV	

2021 Non-Road Annual Vehicle Maintenance Rates by Department

Department	Vehicle No.	Description	Annual Maintenance by Department
SHERIFF			$ 200,000
	S82-21	ARMORED VEHICLE	
	S93-1A/OR	SHFF TRAILER	
	S95-30	SHFF TRAILER	
	S97-B	JET BOAT	
	S02-09	Quad Runner-at Paterson Township	
	S02-13	Quad Runner-at Paterson Township	
	S04-16	6.8 Liter V-10-BOAT PATROL	
	S06-03	ADMIN	
	S07-01	UNDERSHERIFF	
	S08-01	SHERIFF PATROL	
	S08-14MCU	MCU	
	S08-17	UNDER COVER VEHICLE	
	S08-1B	JET RIVER PATROL BOAT	
	S08-1T	TRAILER FOR 08-1B JET BOAT	
	S08-2B	RIVER PATROL BOAT (OUTBOARDS)	
	S08-2T	TRAILER FOR 08-2B	
	S11-06	PATROL-OHLER	
	S11-10	PATROL-OPEN NAME	
	S11-13	SWAT VEHICLE	
	S12-01	PATROL	
	S12-07	PATROL-OPEN NAME	
	S12-08	PATROL-OPEN NAME	
	S12-13	ADMINISTRAT	
	S12-15	6.7POWER STROKE/ BOAT PATROL	
	S13-01	TRAFFIC / TUNGESVIK	
	S13-02	Patrol Tahoe	
	S13-03	PATROL / Mulvaney	
	S13-05	PATROL	
	S13-06	TRAFFIC	
	S14-01	PATROL	
	S14-02	PATROL	
	S14-03	PATROL	
	S14-04	SHERIFF-DETECTIVE-McCARY	
	S14-06	PATROL	
	S14-08	PATROL	
	S14-09	PATROL	
	S14-10	INTERCEPTOR	
	S14-11	PATROL	
	S14-12	PATROL	
	S14-13	PATROL	
	S14-14	PATROL	
	S15-02	PATROL	

2021 Non-Road Annual Vehicle Maintenance Rates by Department

Department	Vehicle No.	Description	Annual Maintenance by Department
SHERIFF			
	S15-03	PATROL	
	S15-04	PATROL	
	S15-06	PATROL	
	S15-07	PATROL	
	S15-08	PATROL	
	S15-09	PATROL	
	S15-10	PATROL	
	S15-12	PATROL	
	S15-13	SIDE BY SIDE - PATROL	
	S15-14	FORD VAN - WC #5	
	S15-16	PATROL	
	S15-17	PATROL	
	S15-18	TRAFFIC	
	S15-19	PATROL	
	S15-20	PATROL	
	S16-01	PATROL	
	S16-02	PATROL	
	S16-03	TRAFFIC	
	S16-04	PATROL	
	S16-05	PATROL	
	S16-06	PATROL	
	S16-07	ADMINISTRATION	
	S16-08	ADMINISTRATION	
	S16-09T	PATROL TRAILER	
	S16-10	Undercover mini-van	
	S16-11	2015 300	
	S17-01	PATROL	
	S17-02	PATROL SUV	
	S17-04	SHERIFF PATROL	
	S17-05	SHERIFF PATROL	
	S17-06	SHERIFF PATROL	
	S17-07	SHERIFF PATROL	
	S17-08	SHERIFF PATROL	
	S17-09	SHERIFF PATROL	
	S17-10	SHERIFF PATROL	
	S18-01	4 DR SILVER	
	S18-02	Patrol	
	S18-03	Patrol	
	S18-04	Patrol	
	S18-05	Patrol	
	S18-06	Patrol	
	S18-07	Patrol	
	S18-08	Patrol	

2021 Non-Road Annual Vehicle Maintenance Rates by Department

Department	Vehicle No.	Description	Annual Maintenance by Department
SHERIFF			
	S18-09	Patrol	
	S18-11	4 wheeler	
	S18-12	4 wheeler	
	S18-14T	6 x 19 2 Axle trailer 5000 GVWR	
	S19-01	Interceptor Patrol	
	S19-02	Interceptor Patrol	
	S19-03	f150 Sheriff Patrol	
	S19-04	f150 Sheriff Patrol	
	S19-05	Patrol	
	S19-06	Patrol	
	S19-07	Patrol	
	S19-08	Patrol	
	S19-09	Patrol	
	S19-10	Admin	
	S19-11	Patrol	
	S19-12	PATROL, SUV	
	S19-13	PATROL SUV	
	S19-16	2020 Interceptor Uti	
	S19-17	SHERIFF PATROL SUV	
	S19-19B	SHERIFF SAFEBOAT	
	S19-20T	EZ LOADER TRLR FOR 2019 SAFEBOAT	
	S20-01	Police Utility AWD	
	S20-02	Police Utility AWD	
	S20-03	Police Utility AWD	
	S20-04	Police Utility AWD	
	S20-05	Police Utility AWD	
	S20-06	Police Utility AWD	
	S20-07	Policy Utility AWD	
	S20-08	Police Utility AWD	
	S20-09	Police Utility AWD	
	S20-10	Police Utility AWD	
	S20-11	Police Utility AWD	
	S20-12	Police Utility AWD	
	S20-13	Police Utility AWD	
	S20-14	Police Utility AWD	
	S20-15	Police Utility AWD	
	S20-16	Armored personel carrier	

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 26, 2021
Subject:	Assignment of Personal Services Contract for commissioning services at the New Administration Building to Performance Validation, Inc.
Presenter:	N/A
Prepared By:	S. Christen
Reviewed By:	R. 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 (1st)	☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2nd)	☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction	☐ Pass Ordinance
	☒ Sign Letter/Document	☐ Execute Contract

Summary / Background Information

Resolution 2020-584 authorized the Board of Benton County Commissioners to sign a Personal Services Contract with Welsh Commissioning Group, Inc. of Auburn, Washington for commissioning services for the New Administration Building. Welsh Commissioning Group, Inc., has sold the company to Performance Validation, Inc. and will become a division of Performance Validation, Inc. effective January 1, 2021. A Consent to Assignment letter has been prepared by Welsh Commissioning Group, Inc. which will assign, to Performance Validation, Inc., all rights pursuant to the Personal Services Contract approved by Resolution 2020-58. The letter needs to be signed by the Chairman of the Board of County Commissioners. All terms and conditions of the Personal Services contract will remain the same.

The Consent to Assignment letter has been reviewed and approved by our department's Deputy Prosecuting Attorney.

Fiscal Impact

Amount: N/A

Fund: N/A

Recommendation

It is recommended, by the Director of Operations and Capital Programs, the Board authorize the Chairman to sign the Consent to Assignment letter.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF WELSH COMMISSIONING GROUP, INC.'S PERSONAL SERVICES CONTRACT FOR COMMISSIONING SERVICES AT THE NEW ADMINISTRATION BUILDING BEING ASSIGNED TO PERFORMANCE VALIDATION, INC.

WHEREAS, Resolution 2020-584 authorized the Board of Benton County Commissioners to sign a Personal Services Contract with Welsh Commissioning Group, Inc. of Auburn, Washington for commissioning services for the New Administration Building; and

WHEREAS, effective January 1, 2021, Welsh Commissioning Group, Inc., has sold the company to Performance Validation, Inc. and will become a division of Performance Validation, Inc.; and

WHEREAS, a Consent to Assignment letter has been prepared by Welsh Commissioning Group, Inc. which will assign, to Performance Validation, Inc., all rights pursuant to the Personal Services Contract approved by Resolution 2020-584 and needs to be signed by the Chairman of the Board of County Commissioners; and

WHEREAS, the Consent to Assignment letter has been reviewed and approved by our department's Deputy Prosecuting Attorney and is recommended for approval by the Director of Operations and Capital Programs, **NOW, THEREFORE,**

BE IT RESOLVED that the Chairman of the Board of Benton County Commissioners is hereby authorized to sign the Consent to Assignment letter which will assign all rights pursuant to the Personal Services Contract for commissioning services for the New Administration Building, approved by Resolution 2020-584, to Performance Validation, Inc., of Indianapolis, Indiana; and

BE IT FURTHER RESOLVED all terms and conditions of said Personal Services Contract will remain the same.

Dated this 26th day of January 2021.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Original: Public Works
c: Auditor

S. Christen

January 2, 2021

Benton County
Public Works Dept.
7122 W. Okanogan Pl, Bldg A
Kennewick, WA 99336

Re: Notice and Consent to Assignment

This letter is to notify you that Welsh Commissioning Group, Inc., a Washington limited corporation (the "Company") has sold the Company to Performance Validation, Inc. (the "Buyer") and will become a division of the Buyer.

Welsh Commissioning Group requests your consent to assign to the Buyer its rights pursuant to various contracts associated with its business operations including:

Project	Reference No.
• Administration Building	

The assignment is to be effective upon closing of the sale of the Company to the Buyer, January 1, 2021.

We request that you sign below and return this letter to us as soon as possible to acknowledge your consent to and acceptance of the assignment. Please email to joan@wcxg.com and bryan@wcxg.com.

If you have any questions about the assignment or the consent requested, please do not hesitate to contact our office.

Very Truly Yours,
Welsh Commissioning Group, Inc

Bryan W. Welsh

President and Managing Principal

Consent to Assignment:

Client: Benton County

By (sign): _____

Print Name: Jerome Delvin

Title: Chairman, Board of Benton County Commissioners

Date: January 26, 2021

Approved as to form:

Eric Andrews
Deputy Prosecuting Attorney

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 26, 2021
Subject:	PayneWest Insurance Broker/Agent
Presenter:	N/A
Prepared By:	Adam Morasch, Risk Manager
Reviewed By:	Mary Christen, Administrative Assistant

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

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

Summary / Background Information

PayneWest Insurance has acted as Benton County's agent/broker for insurance policies/bonds. The amount for insurance/bond payments not to exceed is authorized each year by Commissioners' resolution. This resolution if approved authorizes payment to PayneWest Insurance up to $200,000. It also authorizes the Risk Manager to negotiate up to $10,000 the purchase of insurance policies/bonds where the insurance/bond company does not pay commission.

Fiscal Impact

N/A

Recommendation

Approve the attached Resolution to use PayneWest as our agent/broker for insurance policies and bonds.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPOINTING PAYNEWEST INSURANCE AS THE BROKER/AGENT OF RECORD FOR INSURANCE POLICIES AND/OR BONDS REQUESTED BY BENTON COUNTY

WHEREAS, if requested by Benton County, PayneWest Insurance shall act as Benton County's agent and/or broker for insurance policies and/or bonds for 2021; and

WHEREAS, PayneWest Insurance's compensation will be from commissions received by PayneWest Insurance from the respective insurance or bond companies providing the applicable insurance policies and/or bonds for Benton County; and

WHEREAS, if the insurance policy or bonds are obtained for Benton County from insurance and/or bond companies that do not pay commission, the Board of Benton County Commissioners authorizes the Risk Manager or designee to negotiate a fee prior to the purchase of insurance policies and/or bonds; and

WHEREAS, the Board of the Benton County Commissioners authorizes insurance and bond payments for 2021 in a total amount not to exceed $200,000 to PayneWest Insurance for acting as Benton County's agent and/or broker for requested insurance policies and/or bonds; **NOW, THEREFORE,**

BE IT RESOLVED the Board of Benton County Commissioners, Benton County, Washington hereby authorizes insurance policies and/or bond payments in a total amount not to exceed $200,000 to PayneWest Insurance for acting as Benton County's agent and/or broker for requested insurance policies and/or bonds; and

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners, Benton County Washington hereby authorizes the Risk Manager or designee to negotiate a fee not to exceed $10,000 prior to the purchase of insurance policies and/or bonds where the insurance and/or bond company does not pay commission; and

BE IT FURTHER RESOLVED, that any negotiated fee which exceeds $10,000 shall be approved by the Board of Benton County Commissioners prior to the purchase of insurance policies and/or bonds where the insurance or bond company does not pay a commission.

Dated this _____ day of_____ , 2021.

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Member

Constituting the Board of County

Commissioners of Benton County, Washington

Attest: . . . . . .
Clerk of the Board

cc: Risk Management, Auditor's Office A. Morasch

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	1/26/2021
Subject:	Contract Modification with Department of Energy for Law Enforcement Services
Presenter:	N/A
Prepared By:	Katie Gillies, CFO
Reviewed By:	Ryan Lukson, PA

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

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

Summary / Background Information

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

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

Per Resolution 2020-137 and Contract Number 89303919CEM000010, the Department of Energy solicited the Sheriff's Office for a contract that exercised the first-year option for calendar year 2020.

Department of Energy provided the Sheriff's Office with a written Modification No. P00007 exercising the second year option for law enforcement services on the Hanford Site in the amount of $705,499.00 for a period beginning February 1, 2021 through January 31, 2022, bringing the overall contract amount up to $2,055,451.00.

Fiscal Impact

Budgeted Revenue in the amount of $705,499.00 as included in the 2021/2022 biennium budget

Recommendation

Approve the attached resolution and contract modification between Benton County and the U.S. Department of Energy for law enforcement services on the Hanford Site in the amount of $705,499.00 for a period of February 1, 2021 through January 31, 2022.

Suggested Motion

Approve as part of the consent agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF CONTRACT 89303919CEM000010 MODIFICATION NO. P00007 BETWEEN U.S. DEPARTMENT OF ENERGY AND THE BENTON COUNTY SHERIFF'S OFFICE

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

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

WHEREAS, per Resolution 2020-137 and Contract Number 89303919CEM000010, the Department of Energy solicited the Sheriff's Office for a contract that exercised the first-year option for calendar year 2020; and

WHEREAS, the attached Contract 89303919CEM000010 Modification No. P00007 is necessary as the U.S. Department of Energy would like to exercise the second option year for law enforcement services on the Hanford Site in the amount of $705,499.00 from February 1, 2021 through January 31, 2022; and

WHEREAS, the Patrol Commander has reviewed the proposed modification and recommends moving forward with the attached Contract Modification P00007; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby approves the attached Contract 89303919CEM000010 Modification No. P00007 between Benton County and U.S. Department of Energy, exercising the second year option for law enforcement services on the Hanford Site in the amount of $705,499.00 for a period beginning February 1, 2021 through January 31, 2022, bringing the overall contract amount up to $2,055,451.00; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman of the Board to sign the attached Modification No. P00007 to Contract 89303919CEM000010.

Dated this_____day of _____, 2021

_____
Chairman of the Board

_____
Member

_____
Member

Attest: _____
Clerk of the Board

Original: Sheriff's Office K. Gillies

CC: Auditor; DOE

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00007	See Block 16C	20EM002378	

6. ISSUED BY CODE 893039

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

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

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

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

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

CODE 083738997 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

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

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

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA *(If required)* Net Increase: $594,084.44

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

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

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

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

DUNS Number: 083738997
The purpose of this modification is to exercise option period two extending the end of the period of performance from 1/31/2021 to 1/31/2022. This modification also provides incremental funding in the amount of $ 594,084.44 from $1,349,952.00 to $ 1,944,036.44.

LIST OF CHANGES:
Reason for Modification: Exercise an Option
Total Amount for this Modification: $0.00
New Total Amount for this Version: $705,499.00
New Total Amount for this Award: $3,530,579.00
Obligated Amount for this Modification: $594,084.44
Continued ...

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

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

NAME OF OFFEROR OR CONTRACTOR
BENTON, COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	New Total Obligated Amount for this Award: $1,944,036.44 Incremental Funded Amount changed: from $684,951.00 to $1,192,235.60 CHANGES FOR LINE ITEM NUMBER: 20001 Obligated Amount for this Modification: $594,084.44 Incremental Funded Amount changed from $0.00 to $594,084.44 Exercised option NEW ACCOUNTING CODE ADDED: Account code: Fund 01250 Appr Year 2020 Allottee 34 Reporting Entity 421601 Object Class 25105 Program 1111148 Project 0001523 WFO 0000000 Local Use 0000000 Quantity: 0 Amount: $594,084.44 Percent: 84.20769 Subject To Funding: N Payment: VIPERS https://vipers.doe.gov Any questions, please contact by call/email 855-384-7377 or VipersSupport@hq.doe.gov Fund: 01250 Appr Year: 2020 Allottee: 34 Report Entity: 421601 Object Class: 25105 Program: 1111148 Project: 0001523 WFO: 0000000 Local Use: 0000000 Period of Performance: 02/01/2019 to 01/31/2022				

Section B - Supplies or Services/Prices

DOE-B-1001 Deliverable Requirements - Firm Fixed Price

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

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

The Item Numbers ordered to date are 10001.

The Firm-Fixed-Price of the items ordered to date is $2,055,451.00.

(End of clause)

DOE-B-1002 Obligation of Funds

Pursuant to Section B-1003 clause entitled "Limitation of Government's Obligation", the total amount of incremental funding allotted is $1,944,036.44.

(End of clause)

DOE-B-1003 Limitation of Government's Obligation

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

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

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

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

(End of clause)

Approve as to form

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	1/26/2021
Subject:	User License Agreement with Permitium, LLC for Online Weapons Permit Applications
Presenter:	N/A
Prepared By:	Katie Gillies
Reviewed By:	Ryan Lukson, PA

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

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

Summary / Background Information

Per Resolution 2020-991, Section 5.0 Services "the County need not advertise or follow a formal competitive bidding procedure for service contracts, but rather the county may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost."

Permitium, LLC. is one of the widely used online applications by counties across the state of Washington that allows electronic processing of concealed pistol license. The Benton County Sheriff's Office currently processes concealed pistol licenses and fingerprinting manually. Permitium, LLC will transition existing paper-based processes into an online automated solution, which will eliminate the manual scheduling and follow up notifications as well as ensure accurate and auditable reporting of approvals, denials and revocations.

Permitium, LLC provided the Benton County Sheriff's Office with a User License Agreement for Online Weapons Permit Application that comes at no cost to the Sheriff's Office. All fees are transferred on to the customer applying for the licenses.

Fiscal Impact

N/A

Recommendation

Approve the attached resolution and sign the User Licenses Agreement with Permitium, LLC. to assist the Benton County Sheriff's with electronic online weapons permit application processes

Suggested Motion

Approve as part of consent agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A USER LICENSE AGREEMENT FOR ONLINE WEAPONS PERMIT APPLICATION FROM PERMITIUM, LLC IN ORDER TO ELECTRONICALLY PROCESS CONCEALED PISTOL LICENSES FOR THE BENTON COUNTY SHERIFF'S OFFICE

WHEREAS, per Resolution 2020-991, Section 5.0 Services "the County need not advertise or follow a formal competitive bidding procedure for service contracts, but rather the county may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost; and

WHEREAS, Permitium, LLC. is one of the widely used online applications by counties across the state of Washington that allows electronic processing of concealed pistol license; and

WHEREAS, The Benton County Sheriff's Office currently processes concealed pistol licenses and fingerprinting manually. Permitium, LLC will transition existing paper-based processes into an online automated solution, which will eliminate the manual scheduling and follow up notifications as well as ensure accurate and auditable reporting of approvals, denials and revocations; and

WHEREAS, Permitium, LLC provided the Benton County Sheriff's Office with a User License Agreement for Online Weapons Permit Application that comes at no cost to the Sheriff's Office. All fees are transferred on to the customer applying for the licenses; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby agrees with the User Licenses Agreement with Permitium, LLC. to assist the Benton County Sheriff's with electronic online weapons permit application processes and authorizes the Chairman of the Board to sign the User License Agreement; and

BE IT FURTHER RESOLVED said subscription agreement shall commence January 26, 2021 and expire December 31, 2021. The term of the agreement shall be automatically renewed for successive one (1) year terms unless either Party provides the other Party with sixty (60) days prior written notice to the end of the Initial Term or the Renewal Term.

Dated this _____ day of _____, 2021.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Orig: Sheriff's Office
cc: Auditor, Purchase file

Prepared by: K. Gillies

USER LICENSE AGREEMENT FOR ONLINE WEAPONS PERMIT APPLICATION

This user license agreement for an online weapons permit application (the "User License Agreement") is made and entered into this 26th day of January, by and between Benton County (the "CLIENT") and Permitium, LLC ("Permitium"), a corporation in good standing authorized to do business in the State of North Carolina with its principal place of business at 10617 Southern Loop Blvd. Pineville, NC 28134.

For and in consideration of the mutual promises set forth in the User License Agreement, the adequacy of which is hereby expressly acknowledged, the parties do mutually agree as follows:

1. **Basic Obligations of Permitium.** Permitium hereby agrees to provide the services described in the attached Statement of Work (attached hereto as Exhibit 1) in accordance with the terms and conditions of this User License Agreement as requested in writing by the CLIENT.

2. **Term.** Contract will be effective from January 26th, 2021 through December 31st, 2021. This Agreement shall be automatically renewed for successive one (1) year terms unless either Party provides the other Party with sixty (60) days prior written notice to the end of the Initial Term or the Renewal Term.

3. **Fee Collection and Payment.** Permitium will collect online payments and agrees to deliver the CLIENT a monthly statement by the 25th of each month which will itemized for every transaction submitted the previous month along with a check or ACH for the total amount collected less credit card fees listed on Exhibit 1.

4. **Termination for Cause.** At any time, the CLIENT may terminate this User License Agreement immediately and without prior notice by providing written notice to Permitium..

5. **Insurance.** Permitium agrees to maintain a minimum of $6,000,000 in general liability and other appropriate insurance, as well as Workers Compensation in the required statutory amount, for all employees participating in the provision of services under this User License Agreement. Certificates of such insurance shall be furnished by the Permitium to the CLIENT and shall contain the provision that the CLIENT is given ten (10) days' written notice of any intent to cancel or terminate by either the Permitium or the insuring company. Failure to furnish such insurance certificates or maintain such insurance shall be deemed a material breach and grounds for immediate termination of this User License Agreement. All Permitium liabilities as defined within this User License Agreement will be capped at the greater of the compensation received by Permitium, or the $6,000,000 limit of general liability policy.

6. **Taxes.** Permitium shall pay all federal, state and FICA taxes for all of its employees participating in the provision of services under this User License Agreement.

7. **Monitoring and Auditing.** Permitium shall cooperate with the CLIENT, or with any other person or agency acting at the direction of the CLIENT, in their efforts to monitor, audit, or investigate activities related to this User License Agreement. Permitium shall provide any auditors retained by the CLIENT with access to any records and files related to the provision of services under this User License Agreement upon reasonable notice. The CLIENT agrees that its auditors will maintain the confidentiality of any trade secrets of Permitium that may be accessed during an audit conducted under this User License Agreement.

8. **Confidentiality Information.** Permitium agrees that all records, data, personnel records, and/or other confidential information that come within Permitium' possession in the course of providing services to the CLIENT under this User License Agreement (hereinafter, "Confidential Information") shall be subject to the confidentiality and disclosure provisions of all applicable federal and state statutes and regulations, as well as any relevant policies of the CLIENT. All data and/or records provided by the CLIENT to Permitium shall be presumed to be Confidential Information subject to the terms of this section unless the CLIENT specifically indicates in writing that the requirements of this section do not apply to a particular document or group of documents.

   Permitium agrees to receive and hold Confidential Information, whether transmitted orally, in writing or in any other form, and whether prepared by a party or its Representatives, in strict confidence, and to use the Confidential Information solely for the purpose of facilitating CLIENT's use of Permitium' products and services. Except as essential to Permitium' obligations to CLIENT, Permitium shall not copy any of the Confidential Information, nor shall Permitium remove any Confidential Information or proprietary property or documents from CLIENT premises without written authorization of the CLIENT. Permitium acknowledges its understanding that any unauthorized disclosure of Confidential Information may result in penalties and other damages.

9. **Security.** Permitium represents and warrants that all documents and information provided to Permitium by or behalf of the CLIENT, including but not limited to Confidential Records, shall be stored and maintained by Permitium with the utmost care and in conformity with standards generally accepted in Permitium' industry for the types of records being stored and maintained. Permitium further represents and warrants that any online access to the CLIENT's records authorized persons pursuant to this User License Agreement shall be safe, secure, and password-protected and provided with the utmost care and in conformity with standards generally accepted in Permitium' industry for the types of records being stored and maintained, and that no person shall be permitted to obtain unauthorized access to any of the CLIENT's records. Without limiting the foregoing, Permitium specifically warrants that:
   9.1. All servers, computers, and computer equipment used to provide services pursuant to this User License Agreement shall be maintained in good working order in compliance with generally accepted industry standards in light of the confidential nature of the documents in question and shall be located in a safe,

controlled, and environmentally stable environment (including moisture and temperature controls) and adequately protected against fires, hurricanes, flooding, or similar occurrences;

9.2. Facilities where services are provided shall be secure and access shall be limited to employees trained in security protocols with a legitimate business need to access such facilities (with access removed immediately upon termination of employment) and shall be protected from unauthorized access by commercially reasonable security systems;

9.3. All websites, FTPs, and any other online electronic system used to provide services pursuant to this User License Agreement shall be protected from security breaches by commercially reasonable firewalls and other intrusion detections systems and antivirus software, which shall be kept updated at all times. Access shall be limited to those agents and employees of Permitium assigned to the project and any individuals identified in writing by the CLIENT or CLIENT's Designee as authorized to obtain access.

9.4. Permitium have technical controls in place that ensure the security, availability and confidentiality of CLIENT data.

9.5. All information provided to Permitium pursuant to this User License Agreement shall be encrypted while in transit over an open network.

10. Standard of Care. Notwithstanding anything in this User License Agreement to the contrary, Permitium represents and warrants that the services provided by Permitium shall be performed by qualified and skilled individuals in a timely and professional manner with the utmost care and in conformity with standards generally accepted in Permitium' industry for the types of services and records governed by this User License Agreement.

11. Indemnification. Permitium shall indemnify the CLIENT, its agents, and employees, from and against all damages directly arising out of Permitium's breach of this Agreement. This provision shall survive the expiration or termination of this Agreement and remain in full force and effect after such expiration or termination. Notwithstanding the foregoing Permitium's maximum indemnification will be limited to the amount of insurance set forth within section 5.

CLIENT shall indemnify Permitium, its agents, and employees from and against all damages directly arising out of CLIENT's breach of this Agreement. This provision shall survive the expiration or termination of this Agreement and remain in full force and effect after such expiration or termination.

12. Relationship of Parties. Permitium shall be an independent User License Agreement of the CLIENT, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Permitium be construed as an employee, agent or principal of the CLIENT.

13. Compliance with Applicable Laws. Permitium shall comply with all applicable laws

and regulations in providing services under this User License Agreement. Without limiting the foregoing, Permitium specifically represents that it is aware of and in compliance with the Immigration Reform and Control Act and that it will collect properly verified I-9 forms from each employee providing services under this User License Agreement. Permitium shall not employ any individuals to provide services to the CLIENT who are not authorized by federal law to work in the United States.

14. **Applicable CLIENT Policies.** Permitium specifically acknowledges that it will comply with all applicable CLIENT policies, all of which are publicly available on the CLIENT's website.

15. **Assignment.** Neither party may transfer, assign, or delegate any rights, duties, interest, or obligations under this Contract to any other person or entity without the other party's prior written consent. Notwithstanding the foregoing, Permitium may (without the CLIENT's consent) assign this agreement and all of its rights, duties, interests and obligations hereunder to any entity into which it merges, has a change in control representing a conveyance of more than 50% of its ownership interests, or to which it sells all or substantially all of its assets. Permitium agrees to notify the client within 10 business days of any assignment.

16. **User License Agreement Modifications.** This User License Agreement may be amended only by written amendments duly executed by and between the CLIENT and Permitium.

17. **Washington Law.** Washington law will govern the interpretation and construction of the User License Agreement. Any litigation arising out of this User License Agreement shall be filed, if at all, in a court or administrative tribunal located in the State of Washington.

18. **Entire Agreement.** This User License Agreement constitutes and expresses the entire agreement and understanding between the parties concerning the subject matter of this User License Agreement and supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this User License Agreement.

19. **Severability.** If any provision of this User License Agreement shall be declared invalid or unenforceable, the remainder of the User License Agreement shall continue in full force and effect.

20. **Non-Solicitation**. The Permitium agrees that, during the term of this Agreement, and for a two-year period following the expiration of this Agreement, Permitium shall not solicit any employees of CLIENT to become employees of Permitium or its affiliated entities.

21. **Notices.** Any notice or other communication provided for herein as given to a party hereto shall be in writing, shall refer to this Agreement by parties and date, and shall be delivered by registered mail, return receipt required, postage prepaid to the person listed below or his successor.

If to: Permitium
Permitium, LLC
10617 Southern Loop Blvd.
Pineville, NC 28134
Attn: Matt Solomon

If to CLIENT:
Benton County Sheriff
Attn: Sgt Linda Finley
620 Market Street
Prosser, WA 99350

22. Authority of Signatories. The persons executing this User License Agreement hereby represent and warrant that they have full authority and representative capacity to execute the User License Agreement in the capacities indicated below and this User License Agreement constitutes the binding obligation of the parties on whose behalf they signed.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year indicated above.

Benton County	**PERMITIUM, LLC**
Printed Name:	Printed Name: Matt Solomon
Signed:	Signed:
ITS:	ITS: Managing Partner
DATE:	DATE: 1/14/21

Approve as to form:

Ryan Lukson, DPA

STATEMENT OF WORK – EXHIBIT 1

Implementation Plan

- Configure the initial instance of the new **Permitium** solution based on the Client's current pistol permit process and **Permitium' s** demonstration site
- Refine the new **Permitium** solution through an iterative process based on input received from the Client during the testing phase
- Test the **Permitium** solution, revise as needed and prepare it for production
- Provide training for the Client as needed
- Provide ongoing support, hosting and management of the **Permitium** Solution

Implementation Team

Permitium	Support Team		855-712-PERM	support@permitium.com
Client	Executive Sponsor			
	Project Manager			

Data and Security

All data collected in the Client's instance of **PermitDirector** is the property of the Client.

Permitium does not own and will not distribute data without the written consent of the Client. All passwords placed within the system are encrypted and not accessible by the **Permitium** staff.

Cost of Service

Cost for **PermitDirector** software, implementation services or support – Permitium will charge

__X__$4.00 passed on as a convenience fee back to the applicant for each application submitted.

__X_ Concealed Weapon Applications

__X_ Other Fingerprint Applications

Credit card company fees are passed through to the applicant by **Permitium** based on our contract rate. The current rate is $.30 per transaction plus 2.9% of the total transaction. Cash transactions can be paid at no additional cost at counter.

If Client elects to offer some or all services for free, transaction convenience fees still apply. There will be no fees associated with transactions by cash or check.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	1/26/2021
Subject:	Agreement with Pronto Process Service, Inc.
Presenter:	N/A
Prepared By:	Katie Gillies
Reviewed By:	Ryan Lukson, PA

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

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

Summary / Background Information

The Sheriff's Office, Prosecuting Attorney's Office, District Court, and Clerk's Office has a contract with Pronto Process Service, Inc. for process service and delivery of legal documents, letters, packages and materials to businesses throughout the Tri-City area.

Departments wish to enter into another personal service contract with Pronto Process Service, Inc. for the calendar years of 2021 and 2022.

Fiscal Impact

Expenditures shall be paid from each department utilizing this contract.

Recommendation

Approve the attached Resolution and Personal Service Contract between Benton County and Pronto Process Service, Inc. for service and delivery of legal documents, letters, packages, and materials to businesses throughout the Tri-City area

Suggested Motion

Approve as part of consent agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING A PERSONAL SERVICE AGREEMENT TO PRONTO PROCESS SERVICE, INC. FOR PROCESS SERVICE AND DELIVERY OF LEGAL DOCUMENTS, LETTERS, PACKAGES, AND MATERIALS TO BUSINESSES THROUGHOUT THE TRI-CITY AREA FOR THE BENTON COUNTY SHERIFF'S OFFICE, PROSECUTING ATTORNEY'S OFFICE, DISTRICT COURT, AND CLERK'S OFFICE

WHEREAS, per Resolution 2020-991, Section 5.0 Services "the County need not advertise or follow a formal competitive bidding procedure for service contracts, but rather the county may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost; and

WHEREAS, the Sheriff's Office, Prosecuting Attorney's Office, District Court, and Clerk's Office has a contract with Pronto Process Service, Inc. for process service and delivery of legal documents, letters, packages and materials to businesses throughout the Tri-City area; and

WHEREAS, said County Departments wish to enter into another personal service contract with Pronto Process Service, Inc. for the calendar years of 2021 and 2022; and

WHEREAS, a detailed description of the compensation to be paid by the County for the said services is set for in Exhibit B of the attached agreement; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby approves the personal service contract between Benton County and Pronto Process Service, Inc. for service and delivery of legal documents, letters, packages, and materials to businesses throughout the Tri-City area; and

BE IT FURTHER RESOLVED the Board hereby authorizes the Chairman of the Board to sign the attached personal service contract; and

BE IT FURTHER RESOLVED the term of the attached personal service contract commences January 1, 2021 and expires on December 31, 2022.

Dated this _____ day of _____, 2021

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Orig: Sheriff's Office
cc: Auditor, PA's Office, District Ct, Clerk, Pronto

Prepared by: K. Gillies

BENTON COUNTY
PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS

This Contract is made and entered into by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **COLUMBIA PRIVATE INVESTIGATIONS LLC** dba **PRONTO PROCESS SERVICE, INC.**, a Washington corporation with its principal offices at 6855 W Clearwater Ave, A-101-179, Kennewick, WA 99336-5011 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

a. Terms and Conditions (this document)
b. Exhibit A - Scope of Work
c. Exhibit B - Compensation

2. DURATION OF CONTRACT

The term of this Contract shall begin 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

The CONTRACTOR shall perform the following services:

a. The CONTRACTOR agrees to provide for delivery and receipt of all legal documents, letters, packages, and materials to/from the COUNTY departments listed in Exhibit A for delivery and receipt to/from attorney, businesses, and residences throughout the Tri-City area and service of process throughout Southeastern Washington in accordance with Exhibit A.

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.

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

a. For CONTRACTOR:

Mark Almquist
6855 W Clearwater Ave
A101-179
Kennewick, WA 99336-5011
Phone: (509) 547-1122
Email: prontoprocessservice@gmail.com

b. For COUNTY:

Katie Gillies, CFO
7122 W. Okanogan Place, Bldg. A
Phone: (509) 735-6555 Ext. 33273
Email: katie.gillies@co.benton.wa.us

5. COMPENSATION

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

a. A detailed description of the compensation to be paid by the COUNTY for the services provided in Section 3.a. and in accordance with Exhibit A, is set forth in Exhibit B.

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

c. The CONTRACTOR may, in accordance with Exhibits A and B submit invoices to the COUNTY departments cited in Exhibit A not more than once per month during the progress of the work for

partial payment of the work completed to date. All invoices sent to the Prosecutor's Office shall separate out the Child Support Division services from all other services provided. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY department cited herein 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.

d. 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.

e. 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, 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, which are caused in whole or in part by any act or omission, negligent or otherwise, of CONTRACTOR or its subcontractors, which arise in connection with the work performed under this Contract, or are 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, its officers, officials, employees or agents.

b. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, 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, the CONTRACTOR'S employees, agents or subcontractors.

8. **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 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, which may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

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

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

The CONTRACTOR will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 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 auto (Symbol 1), or if the Contractor has no owned autos, hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars ($1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims which may rise from the performance of this Contract, whether such operations be 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, its elected and appointed officers, officials, employees and 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, 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 Agreement 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 and have a A. M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

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

2. **Certificates of Liability Insurance, with endorsements attached,** are to 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.

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 cost 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 paragraph 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 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 or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.

d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Contract.

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. NONDISCRIMINATION

The CONTRACTOR, its 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.

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

a. All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. Ownership includes the right to copyright, patent, register, and the ability to transfer

these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless there from to the extent such use is not agreed to in writing by the CONTRACTOR.

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

17. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, 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, its employees, subcontractors, and their 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, 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 its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

24. 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.

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 agreement may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out above in Section 14.

27. PUBLIC RECORDS ACT

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

timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

- This sections was intentionally left blank -

Approved and accepted by undersigned Benton County Elected Officials and Department Manager:

SHERIFF'S OFFICE

Jerry Hatcher, Sheriff

Date: 1/14/21

DISTRICT COURT

Judge Terry Tanner

Date: 12-30-20

PROSECUTING ATTORNEY

Andy Miller, Prosecuting Attorney

Date: 1-11-21

BENTON COUNTY CLERK'S OFFICE

Josie Delvin, Benton County Clerk

Date: 12-30-20

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives and is effective January 1, 2021.

Dated: _____

BENTON COUNTY

_____
Jerome Delvin, Chairman
Benton County Commissioner

Approved as to Form

_____
Ryan J. Lukson
Civil Deputy Prosecuting Attorney

Dated: 01/14/2021

COLUMBIA PRIVATE INVESTIGATION LLC dba PRONTO PROCESS SERVICE, INC.

Amanda J Mayfield
Signature

Manager
Title

Amanda J. Mayfield
Print Name

EXHIBIT A-SCOPE OF WORK

1.0 PURPOSE:

1.1 The COUNTY, by and through the below departments, requires the professional services of CONTRACTOR for delivery and receipt of legal documents to/from attorneys, businesses, and individuals throughout the Tri-City area and service of process throughout Southeastern Washington.

1.2 The following COUNTY departments will be serviced by this Contract:

a. Benton County Sheriff's Office
7122 W. Okanogan Place, Bldg. A
Kennewick, WA 99338
(509) 735-6555 Ext. 3273
Contact Person: Katie Gillies

b. District Court
7122 W. Okanogan Place, Bldg. A
Kennewick, WA 99336
(509) 735-8476 Ext. 3255
Contact Person: Ela Selga

c. Prosecuting Attorney's Office
7122 W. Okanogan Place, Bldg. A
Kennewick, WA 99336
(509) 735-3591 Ext. 3341
Contact Person: Ginny Baddley

d. Clerk's Office
7122 W. Okanogan Place, Bldg. A
Kennewick, WA 99336
(509) 735-8388 Ext. 3708
Contact Person: Elaine Osborne

1.3 Additional COUNTY departments may be added at a future date should other COUNTY departments require messenger service by providing written notice of the same to the CONTRACTOR. Service to additional COUNTY departments will be accommodated via an Amendment to the Contract in accordance with Section 6 of the Personal Services Contract Terms and Conditions.

2.0 SERVICES PROVIDED:

2.1 LEGAL MESSENGER PICK-UP/DELIVERY. The CONTRACTOR shall pick up legal documents, letters, packages, and materials from the COUNTY departments identified in Section 1.2 above for delivery to attorneys, businesses, and residences throughout the Tri-City area. Legal documents will also be delivered to the COUNTY departments identified in Section 1.2 from other locations throughout the Tri-City area.

2.2 PROCESS SERVICES. The CONTRACTOR shall pickup legal process (summons, complaint, petitions, orders, etc.) from the COUNTY department identified in Section 1.2 for service throughout Southeastern Washington. Process service may involve contact with angry or hostile individuals. Service may include but not be limited to the following locations: personal residences, municipal police stations, correctional institutions, mental health facilities, substance abuse treatment facilities, and other medical sites such as hospitals or rehabilitation facilities.

2.2.1 The CONTRACTOR will complete process service in a cost-effective manner and within ten days from the date of receipt unless otherwise approved by the department cited herein.

2.2.2 Upon successful completion of process service, the CONTRACTOR will prepare and transmit an affidavit of service or similar type of documentation demonstrating successful service or attempts at service to the requesting COUNTY department using proper legal format.

2.3 OTHER SERVICES AND OBLIGATIONS. The CONTRACTOR shall also provide the following service requirements, which may apply to messenger or service tasks:

2.3.1 Provide service during non-business hours, including weekends and evenings at the same rate as service provided during business hours.

2.3.2 All documents will be considered to be time sensitive, and the CONTRACTOR's performance shall be reviewed as to timeliness of response and ability to meet legal deadlines. Failure to meet a service or filing deadline may be cause for immediate suspension or termination of this Contract.

2.3.3 At the request of the COUNTY, and at the discretion of the departments cited herein, the CONTRACTOR may provide additional services such as photographs, unofficial translations (both written and verbal) and other services. These services will be billed by the CONTRACTOR at $40.00 per hour and cost of materials as needed and will be billed by written invoice to the requesting department in accordance with Section 5 of the Contract.

3.0 SPECIAL TERMS AND CONDITIONS:

3.1 NO GUARANTEED QUANTITIES. The CONTRACTOR understands and acknowledges that the COUNTY makes no representations nor guarantees the CONTRACTOR any minimum or maximum number of units of service to be provided under the Contract.

3.2 SUBJECT TO PRIOR APPROVAL. This Agreement shall be subject to the written approval of the elected official, administrator, or director for each Department identified in Section 1.2 above, and by the Board of County Commissioners for Benton County. This Agreement shall not be binding until so approved.

EXHIBIT B- COMPENSATION

1.0 MONTHLY FEES

1.1 The COUNTY, by and through each of the departments serviced by this Contract, will pay a flat monthly fee to the CONTRACTOR for delivery and receipt of legal documents to/from attorneys, business, and individuals throughout the Tri-city area as follows:

Department	Monthly Fee
District Court	$60.00
Benton County Sheriff's Office	$45.00
Prosecuting Attorney's Office	$35.00 for Prosecutor's Office, $25.00 for Child Support Division
Clerk's Office	$60.00

1.2 CONTRACTOR will submit a separate invoice on a monthly basis to each of the County departments identified in Section 1.1 above, and in accordance with Section 5 of the Personal Services Contract Terms and Conditions. All invoices sent to the Prosecutor's Office shall separate out the Child Support Division services from all other services provided.

2.0 SERVICE OF PROCESS FEE:

This fee is in addition to the monthly fee cited in Section 1.1 above. If the same respondent is served with process related to multiple matters CONTRACTOR agrees to charge only one process service fee as to that respondent.

A. Process Service Fee: $40.00

3.0 ADDITIONAL CHARGES FOR SERVICE:

These fees are in addition to the base fee cited in Section 1.0 above, and service fees provided for in Section 2.0 above.

A. Mileage for process service outside Benton/Franklin/Walla Walla Counties: $0 .57/mile

(Service in Benton/Franklin/Walla Walla Counties will be provided without a charge for mileage. For all services outside those counties CONTRACTOR shall be paid the above rate to be calculated from the nearest location outside the respective county line to the location of service. CONTRACTOR agrees to seek prior approval for all mileage expenses from the department representative listed in Section 1.2 of Exhibit A prior to incurring any mileage expenses. Failure of CONTRACTOR to seek, and be granted, approval for mileage expenses prior to said expenses being incurred will result in no financial obligation by COUNTY to CONTRACTOR for those expenses.)

B.	Attempted Deliveries to Bad Address/Relocation:	$15.00
C.	Same Day Deliveries:	$10.00
D.	Other services requested by departments: (Such service includes photographs, unofficial translations (both written and verbal) and other services. Provided at $40.00 per hour plus cost of materials.)	$40.00

EXHIBIT A - SCOPE OF WORK

1.0 PURPOSE:

1.1 The COUNTY, by and through the below departments, requires the professional services of CONTRACTOR for delivery and receipt of legal documents to/from attorneys, businesses, and individuals throughout the Tri-City area and service of process throughout Southeastern Washington.

1.2 The following COUNTY departments will be serviced by this Contract:

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Contact Person: Ela Selga

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7122 W. Okanogan Place, Bldg. A
Kennewick, WA 99336
(509) 735-3591 Ext. 3341
Contact Person: Ginny Baddley

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Kennewick, WA 99336
(509) 735-8388 Ext. 3708
Contact Person: Elaine Osborne

1.3 Additional COUNTY departments may be added at a future date should other COUNTY departments require messenger service by providing written notice of the same to the CONTRACTOR. Service to additional COUNTY departments will be accommodated via an Amendment to the Contract in accordance with Section 6 of the Personal Services Contract Terms and Conditions.

2.0 <u>SERVICES PROVIDED:</u>

2.1 LEGAL MESSENGER PICK-UP/DELIVERY. The CONTRACTOR shall pick up legal documents, letters, packages, and materials from the COUNTY departments identified in Section 1.2 above for delivery to attorneys, businesses, and residences throughout the Tri-City area. Legal documents will also be delivered to the COUNTY departments identified in Section 1.2 from other locations throughout the Tri-City area.

2.2 PROCESS SERVICES. The CONTRACTOR shall pickup legal process (summons, complaint, petitions, orders, etc.) from the COUNTY department identified in Section 1.2 for service throughout Southeastern Washington. Process service may involve contact with angry or hostile individuals. Service may include but not be limited to the following locations: personal residences, municipal police stations, correctional institutions, mental health facilities, substance abuse treatment facilities, and other medical sites such as hospitals or rehabilitation facilities.

2.2.1 The CONTRACTOR will complete process service in a cost-effective manner and within ten days from the date of receipt unless otherwise approved by the department cited herein.

2.2.2 Upon successful completion of process service, the CONTRACTOR will prepare and transmit an affidavit of service or similar type of documentation demonstrating successful service or attempts at service to the requesting COUNTY department using proper legal format.

2.3 OTHER SERVICES AND OBLIGATIONS. The CONTRACTOR shall also provide the following service requirements, which may apply to messenger or service tasks:

2.3.1 Provide service during non-business hours, including weekends and evenings at the same rate as service provided during business hours.

2.3.2 All documents will be considered to be time sensitive, and the CONTRACTOR's performance shall be reviewed as to timeliness of response and ability to meet legal deadlines. Failure to meet a service or filing deadline may be cause for immediate suspension or termination of this Contract.

2.3.3 At the request of the COUNTY, and at the discretion of the departments cited herein, the CONTRACTOR may provide additional services such as photographs, unofficial translations (both written and verbal) and other services. These services will be billed by the CONTRACTOR at $40.00 per hour and cost of materials as needed and will be billed by written invoice to the requesting department in accordance with Section 5 of the Contract.

3.0 SPECIAL TERMS AND CONDITIONS:

3.1 NO GUARANTEED QUANTITIES. The CONTRACTOR understands and acknowledges that the COUNTY makes no representations nor guarantees the CONTRACTOR any minimum or maximum number of units of service to be provided under the Contract.

3.2 SUBJECT TO PRIOR APPROVAL. This Agreement shall be subject to the written approval of the elected official, administrator, or director for each Department identified in Section 1.2 above, and by the Board of County Commissioners for Benton County. This Agreement shall not be binding until so approved.

EXHIBIT B- COMPENSATION

1.0 MONTHLY FEES

1.1 The COUNTY, by and through each of the departments serviced by this Contract, will pay a flat monthly fee to the CONTRACTOR for delivery and receipt of legal documents to/from attorneys, business, and individuals throughout the Tri-city area as follows:

Department	Monthly Fee
District Court	$60.00
Benton County Sheriff's Office	$45.00
Prosecuting Attorney's Office	$35.00 for Prosecutor's Office, $25.00 for Child Support Division
Clerk's Office	$60.00

1.2 CONTRACTOR will submit a separate invoice on a monthly basis to each of the County departments identified in Section 1.1 above, and in accordance with Section 5 of the Personal Services Contract Terms and Conditions. All invoices sent to the Prosecutor's Office shall separate out the Child Support Division services from all other services provided.

2.0 SERVICE OF PROCESS FEE:

This fee is in addition to the monthly fee cited in Section 1.1 above. If the same respondent is served with process related to multiple matters CONTRACTOR agrees to charge only one process service fee as to that respondent.

A. Process Service Fee: $40.00

3.0 ADDITIONAL CHARGES FOR SERVICE:

These fees are in addition to the base fee cited in Section 1.0 above, and service fees provided for in Section 2.0 above.

A. Mileage for process service outside Benton/Franklin/Walla Walla Counties: $0 .57/mile

(Service in Benton/Franklin/Walla Walla Counties will be provided without a charge for mileage. For all services outside those counties CONTRACTOR shall be paid the above rate to be calculated from the nearest location outside the respective county line to the location of service. CONTRACTOR agrees to seek prior approval for all mileage expenses from the department representative listed in Section 1.2 of Exhibit A prior to incurring any mileage expenses. Failure of CONTRACTOR to seek, and be granted, approval for mileage expenses prior to said expenses being incurred will result in no financial obligation by COUNTY to CONTRACTOR for those expenses.)

B.	Attempted Deliveries to Bad Address/Relocation:	$15.00
C.	Same Day Deliveries:	$10.00
D.	Other services requested by departments: (Such service includes photographs, unofficial translations (both written and verbal) and other services. Provided at $40.00 per hour plus cost of materials.)	$40.00

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	1/26/21
Subject:	Interlocal Agreement with Energy Northwest
Presenter:	N/A
Prepared By:	Katie Gillies, CFO
Reviewed By:	Ryan Lukson, PA

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

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

Summary / Background Information

The Benton County Sheriff's Office (BCSO) currently has a contract with Energy Northwest to provide specialized law enforcement services on an as needed basis per contract number 350901 that expired December 31, 2020

The Benton County Sheriff's Office and Energy Northwest would like to renew the Interlocal Cooperative Agreement per the attached Agreement No. 350901-1 to provide specialized law enforcement services on an as needed basis for an amount of five thousand dollars ($5,000) per quarter of each calendar year this agreement is in place.

Fiscal Impact

Energy Northwest shall pay for as needed services at a rate of $5,000 per each quarter this contract is in place for an amount not to exceed $40,000 thru December 31, 2022.

Recommendation

Approve the attached Resolution and Interlocal Cooperative Agreement between Benton County and Energy Northwest for a contract amount not to exceed $40,000 and is set to expire December 31, 2022

Suggested Motion

Approve as part of the consent agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE BOARD OF BENTON COUNTY COMMISSIONERS AUTHORIZING THE INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE BENTON COUNTY SHERIFF'S OFFICE AND ENERGY NORTHWEST TO PROVIDE SPECIALIZED LAW ENFORCEMENT SERVICES ON AN AS NEEDED BASIS

WHEREAS, the Benton County Sheriff's Office (BCSO) currently has a contract with Energy Northwest to provide specialized law enforcement services on an as needed basis per contract number 350901 that expired December 31, 2020; and

WHEREAS, the Benton County Sheriff's Office and Energy Northwest would like to renew the Interlocal Cooperative Agreement per the attached Agreement No. 350901-1 to provide specialized law enforcement services on an as needed basis for an amount of five thousand dollars ($5,000) per quarter of each calendar year this agreement is in place; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby approves the attached Interlocal Cooperative Agreement No. 350901-1 between Benton County Sheriff's Office and Energy Northwest, for an overall contract amount not to exceed $40,000; and

BE IT FURTHER RESOLVED, the term of the Interlocal Cooperative Agreement No. 350901-1 shall be effective January 1, 2021 and shall continue through December 31, 2022; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman to sign the attached Interlocal Cooperative Agreement No. 350901-1.

Dated this _____ day of _____, 2021

_____
Chairman

_____
Member

_____
Member

Attest: _____
Clerk of the Board

Constituting the Board of County Commissioners
of Benton County, Washington

Orig: BCSO
Auditor; PA Office, Energy NW

K. Gillies

FILED FOR RECORD AT REQUEST OF:
Benton County, Washington

WHEN RECORDED RETURN TO:
Benton County Sheriff's Office
7122 W. Okanogan Place, Bldg. A
Kennewick, WA 99336

INTERLOCAL COOPERATIVE AGREEMENT BETWEEN ENERGY NORTHWEST AND BENTON COUNTY SHERIFF'S OFFICE FOR LAW ENFORCEMENT SERVICES AGREEMENT NO. 350901-1

This agreement is made and entered into by and between Energy Northwest and Benton County (Hereinafter "BCSO"), pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

ARTICLE I
PURPOSE

1.01 **PURPOSE.** The purpose of this Agreement is to set forth the terms and conditions under which BCSO, through its Sheriff's Office, shall provide specialized law enforcement services (hereinafter referred to as "Services") on an as-needed and requested basis to Energy Northwest as set forth in the attached and incorporated herein Exhibit A – Statement of Work.

ARTICLE II
ADMINISTRATION

2.01 **ADMINISTRATOR.** The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

2.02 Energy Northwest's commercial representative shall be Cassandra Otto, Procurement Specialist, P.O. Box 968, Richland, WA 99352, (509) 377-8778 or csotto@energy-northwest.com

2.03 Energy Northwest's technical representative shall be Tyson Best, Security Operations Supervisor, P.O. Box 968, Richland, WA 99352, (509) 372-5578 or tmbest@energy-northwest.com.

2.04 Benton County Sheriff Office's representative shall be Commander Jon Law, Benton County Sheriff's Office, 7122 W. Okanogan Place, Bldg. B, Kennewick, WA 99336, (509) 735-6555 or Jon.Law@co.benton.wa.us.

2.05 Energy Northwest may submit requests for Services to the BCSO by email or phone.

ARTICLE III
DURATION AND RENEWAL OF AGREEMENT

3.01 **DURATION AND RENEWAL.** This Agreement shall be effective January 1, 2021 and continue through December 31, 2022, unless terminated sooner.

ARTICLE IV
COMPENSATION

4.01 **COMPENSATION.** BCSO shall be paid by Energy Northwest for Services rendered based on the following rates throughout the duration of the Agreement. These rates are inclusive of overhead, general, and administrative costs and profit. Five thousand dollars ($5,000.00) per quarter of each calendar year unless said Agreement is terminated prior to completion of a full quarter whereupon BCSO shall refund Energy Northwest the pro-rated amount of the current quarterly payment. Quarterly payments are due and payable within thirty (30) days of the beginning of each quarter. Any quarterly payment due over thirty (30) calendar days or more will be subject to a service charge of one percent (1%) per month. Should collection of the quarterly payment(s) be necessary all collection costs shall be borne by the party found to be delinquent in payment.

ARTICLE V
PERFORMANCE OF AGREEMENT

5.01 **COMPLIANCE WITH ALL LAWS.** Each party shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the performance of this Agreement, including without limitation, all those pertaining to wages and hours, confidentiality, disabilities, and discrimination.

5.02 **MAINTENANCE AND AUDIT OF RECORDS.** Each party shall maintain books, records, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by either party or its designee, and the Washington State Auditor's Office. Each party shall retain all such books, records, documents, and other material for the applicable retention period under federal and Washington law.

5.03 **ON-SITE INSPECTIONS.** Either party or its designee may evaluate the performance of this Agreement through on-site inspection to determine whether performance is in compliance with the standards set forth in this Agreement and in compliance with federal, state, and local laws, rules, regulations, and ordinances.

5.04 **TREATMENT OF ASSETS AND PROPERTY.** No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this Agreement.

5.05 **IMPROPER INFLUENCE.** Each party agrees, warrants, and represents that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.

5.06 **CONFLICT OF INTEREST.** The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.

5.07 **ASSIGNMENT AND SUBCONTRACTING.** No portion of this Agreement may be assigned or subcontracted to any other individual, firm, or entity without the express and prior written approval of both parties authorized representatives.

5.08 **NOTICE.** Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice to BCSO shall be to the Benton County Sheriff's Office, 7122 W. Okanogan Place, Bldg. B, Kennewick, Washington 99336; and to the Benton County Commissioners, P.O. Box 190, Prosser, Washington 99350. Notice to Energy Northwest for all purposes under this Agreement shall be to the Cassandra Otto, PO Box 968, Richland, Washington 99352.

ARTICLE VI
INDEMNIFICATION

INDEMNIFICATION.

To the extent of its comparative liability, each party agrees to indemnify, defend and hold the other party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers.

A Party shall not be required to indemnify, defend, or hold the other Party harmless if the claim, damage, loss or expense for personal injury, for any bodily injury, sickness, disease or death or for any damage to or destruction of any property (including the loss of use resulting therefrom) is caused by the sole act or omission of the other Party.

In the event of any concurrent act or omission of the parties, negligent or otherwise, each party shall pay its proportionate share of any damages awarded based upon comparative liability. The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any are adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and defense costs, they shall

submit apportionment to binding arbitration. The parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.

ARTICLE VII
DISPUTES

7.01 **DISPUTE RESOLUTION; GOVERNING LAW; VENUE.** In the event of a dispute regarding the enforcement, breach or interpretation of this Agreement, the parties shall first meet in a good faith effort to resolve such dispute. In the event the dispute cannot be resolved by agreement of the parties, said dispute shall be resolved by arbitration pursuant to RCW 7.04A, as amended, with all parties waiving the right of a jury trial upon de novo review. Venue shall be placed in Benton County, Washington, the laws of the State of Washington shall apply, and each party shall pay its own attorney fees and related costs. Arbitration costs incurred mutually, including but not limited to the cost of an arbitrator, shall be equally shared between the parties.

ARTICLE VIII
TERMINATION

8.01 **TERMINATION.** Any party hereto may terminate this Agreement upon thirty (30) days' notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

ARTICLE IX
GENERAL PROVISIONS

9.01 **CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS.** The Agreement may be changed, modified, amended or waived only by written agreement signed by the parties' authorized representatives and adopted by resolution of each party's legislative authority. Any waiver of a term or condition of this Agreement shall apply only to the specific act, occurrence or omission and shall not constitute a waiver as to any other term or condition or future act, occurrence or omission. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

9.02 **ASSIGNMENT.** Neither party may assign its rights or delegate its duties under this Agreement, whether by assignment, further subcontract or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Agreement.

9.03 **SEVERABILITY.** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or application of this Agreement which can be given effect without the

invalid term, condition or application. To this end the terms and conditions of this Agreement are declared severable.

9.04 **ENTIRE AGREEMENT.** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

9.05 **INTERLOCAL COOPERATION ACT PROVISIONS.** All vehicles, equipment, inventory and any improvement thereon or fixtures purchased by Energy Northwest, shall remain the sole property of Energy Northwest. All vehicles, equipment, inventory and any improvements thereto and non-fixture improvements to the premises purchased by BCSO, shall remain the sole property of BCSO. All Energy Northwest personnel utilized in the fulfillment of this Agreement shall be solely within the supervision, direction and control of Energy Northwest and shall not be construed as "loan servants" or employees of BCSO. No independent special budget or funds are anticipated, nor shall be created without the prior written agreement of the parties. It is not intended that a separate legal entity be established to conduct this cooperative undertaking, nor is the acquiring, holding, or disposing of real or personal property other than as specifically provided within the terms of this Agreement. A copy of this Agreement shall be filed with the Benton County Auditor's office or posted on Energy Northwest's or BCSO's website as required by RCW 39.34.040.

9.06 **EVIDENCE OF AUTHORITY.** Upon execution of this Agreement, BCSO shall provide Energy Northwest with a certified copy of the resolution, ordinance, or other authority to execute this Agreement pursuant to RCW 39.34.030(2), and said documents shall be attached hereto and incorporated herein as Exhibit B.

IN WITNESS WHEREOF said parties have caused this Agreement to be signed by the duly authorized officials on the day and year first written above.

ENERGY NORTHWEST

By: DocuSigned by: Cassandra Otto 2AE9CA5EE29D4BC...

Cassandra Otto, Procurement Specialist II

Date: 1/18/2021

BENTON COUNTY, WASHINGTON

By: _____

Jerome Delvin, Chairman
Board of County Commissioners

Attest:

_____
Clerk of the Board

Date: _____

Approved as to form:

_____
Benton County Prosecuting Attorney

Date: 1/15/2021

EXHIBIT A – STATEMENT OF WORK

Statement of Work

This Agreement is issued for specialized law enforcement services, under provisions of the Interlocal Cooperation Act (RCW 39.34). No special budget funds are anticipated, nor shall be created as a result of this Agreement. It is not intended that a separate legal entity be established pursuant to this Agreement, nor is the acquiring, holding, or disposing of real property other than specifically provided herein anticipated. BCSO is designated as the Administrator of this Interlocal Agreement. This Agreement shall be filed with the Benton County Auditor, or alternatively listed on its website or other electronically retrievable source. The Benton County Sheriff's Office (BCSO) shall provide law enforcement services to Energy Northwest in accordance with the approved "Benton County Sheriff's Office Law Enforcement Response Plan." Such services shall include the following:

1. **Intelligence Exchange**
   Response to reasonable request for information from Energy Northwest in regard to known threats to Station facilities, such as planned demonstrations or sabotage/bomb threats, in accordance with the law.

2. **Single Unit Response**
   Response by a single patrol unit to conduct investigations or make arrests for criminal acts of a minor nature.

3. **Station Access/Crowd Control**
   Response to reasonable requests for assistance for the purpose of controlling access to Station facilities in the event of civil disturbance, fire, radiological release, or other threat situations where access or crowd control is required.

4. **Roadblock**
   Response to reasonable request for coordination of road block assistance by Local Law Enforcement Agencies (LLEA) to prevent escape of a saboteur or other adversary having committed a felony crime at Station facilities or to restrict access and provide evacuation control measures during an emergency condition.

5. **Hostage Situation**
   Response to reasonable request with trained hostage negotiator to assist during situations where a hostage is held by an adversary.

6. **Bomb Search and Disposal**
   Coordination of assistance by LLEA bomb disposal personnel when required.

7. **Armed Attack**
   Response to reasonable request to neutralize and apprehend adversaries and to protect Energy Northwest employees, contract employees and armed attack.

8. Criminal Records

Process requests for criminal records check as required to support Energy Northwest background screening in accordance with Nuclear Regulatory Commission requirements, in accordance with the law.

9. Training

Provide personnel as reasonably required for annual Station familiarization, response training, and to support Emergency Preparedness exercises and drills.

10. Special Requests

Provide within its capabilities reasonable specialized law enforcement services upon written request by the authorized Energy Northwest Technical Representative or designee.

11. Written Reports

Provide written activity summary reports upon completion of special services or as reasonably requested by the authorized Energy Northwest Technical Representative or his designee.

Energy Northwest will issue written requests for specialized services to BCSO. Any verbal requests for specialized services shall be confirmed by Energy Northwest in writing.

Energy Northwest may approve or disapprove BCSO estimates of cost and scope of services prior to a service being rendered.

Energy Northwest will reimburse BCSO for actual costs of mutually agreed to special services beyond the general scope of this Agreement as described in Appendix A, Statement of Work, Item #10 Special Requests.

All Energy Northwest property, including advanced funds or property recovered pursuant to this Agreement shall be returned promptly to Energy Northwest when no longer needed for evidentiary or other purposes.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	1/26/2021
Subject:	Contract with Kenneth Cole Counseling, PS for as-needed Psychological Services
Presenter:	N/A
Prepared By:	Katie Gillies, CFO
Reviewed By:	Ryan Lukson, PA

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

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

Summary / Background Information

Per Resolution 2020-991, Section 5.0 Services "the County need not advertise or follow a formal competitive bidding procedure for service contracts, but rather the county may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost**."**

Per Resolution 2018-701, the Sheriff's Office entered into a two-year contract with Kenneth Cole Counseling, PS to fulfill our "as-needed" psychological evaluations.

The Sheriff's Office recommends entering into another professional services contract with Kenneth Cole Counseling, PS for said services, with a contract amount not to exceed $30,000 including WSST.

Fiscal Impact

A total contract amount not to exceed $30,000 including WSST. Said expenditures are included in the 2021/2022 Sheriff's Office budgets.

Recommendation

Approve the attached Resolution and Service Contract between Benton County and Kenneth Cole Counseling, PS for "as needed" psychological evaluations for 2021 and 2022

Suggested Motion

Approve as part of the Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A PROFESSIONAL SERVICE CONTRACT BETWEEN BENTON COUNTY AND KENNETH COLE COUNSELING, PS FOR "AS NEEDED" PSYCHOLOGICAL EVALUATIONS FOR THE BENTON COUNTY SHERIFF'S OFFICE

WHEREAS, per Resolution 2020-991, Section 5.0 Services "the County need not advertise or follow a formal competitive bidding procedure for service contracts, but rather the county may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost; and

WHEREAS, per Resolution 2018-701**,** the Sheriff's Office entered a two-year contract with Kenneth Cole Counseling to fulfill our "as-needed" psychological evaluations; and

WHEREAS, the Sheriff's Office recommends entering into another professional services contract with Kenneth Cole Counseling, PS for said services, with a contract amount not to exceed $30,000 including WSST; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Sheriff's Office recommendation and hereby awards the professional services contract to Kenneth Cole Counseling, PS for "as needed" psychological evaluations for a contract amount not to exceed $30,000, including WSST; and

BE IT FURTHER RESOLVED the term of the attached service contract commences January 1, 2021 and shall expire on December 31, 2022; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman to sign the attached contract between Benton County and Kenneth Cole Counseling, PS.

Dated this _____day of_____, 2021

_____
Chairman of the Board

_____
Member

_____
Member

Attest: _____
Clerk of the Board

Orig: Sheriff's Office
cc: Auditor, Kenneth Cole Counseling

Prepared by: K. Gillies

BENTON COUNTY
PROFESSIONAL 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 **KENNETH COLE COUNSELING, PS** a professional service corporation organized under the laws of the State of Washington with its principal offices at 6816 W Rio Grande Ave, Suite D, Kennewick, WA 99336 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

a. Terms and Conditions (this document)

2. DURATION OF CONTRACT

The term of this Contract shall be effective 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 (1) conduct standard pre-hire psychological clearance evaluations and fitness for duty evaluations, on an as-needed basis as requested by County; (2) provide testing of a more detailed and in-depth nature than standard pre-hire psychological clearance evaluations, upon request of the COUNTY, for specific pre-hire clearance applicant(s) (arrangements and specific details of the services requested will be discussed and provided on a case by case basis); and (3) provide individual therapy, emergency crisis consultation or limited critical debriefing with existing staff, upon request of COUNTY. These services shall be provided by Dr. Kenneth Cole, or a bona fide employee who

is professionally qualified as a Licensed Clinical Psychologist. All services rendered by CONTRACTOR shall be performed in accordance with industry standards for similar professionals. Reports for pre-hire psychological clearance evaluations shall be provided to COUNTY within three weeks of the evaluation.

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.

e. This Contract shall be on an "as needed" basis. The COUNTY does not guarantee utilization of the Contract. Moreover, this Contract shall not be construed to require COUNTY, or any of its elected officials, departments or employees to exclusively utilize the services of CONTRACTOR for any of the types of work described or contained in paragraph "a" of this Section.

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:
Dr. Kenneth Cole
6816 W. Rio Grande Ave, Suite D
Kennewick, WA 99336
Phone: (509) 737-9009
c4p@center4psych.com

b. For COUNTY:
Katie Gillies, CFO
7122 W Okanogan Place, Bldg. A
Kennewick, WA 99336
Phone:(509) 735-6555 Ext. 3273
Katie.Gillies@co.benton.wa.us

5. **COMPENSATION**

a. The CONTRACTOR shall be paid a flat rate of $600.00 for standard pre-hire psychological clearance evaluation services. All other services performed by CONTRACTOR under this Contract shall be at the rate of $400/hr.

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed $30,000.

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 5a, 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 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. **Professional Liability Insurance:** Prior to the start of work under this Contract, the CONTRACTOR shall secure and maintain at its own expense Professional Liability Insurance appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than one million dollars ($1,000,000) each claim and in the aggregate. Such insurance must be provided by an insurance carrier with a Best's Rating of not less than A-VII.

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

b. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. CONTRACTOR shall submit a copy of its certificate of coverage from the 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.

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

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

The commercial general liability policy must contain an endorsement naming the 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

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. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract, except for professional liability under Section 8(a), shall be written on 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 Professional Liability, 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. NONDISCRIMINATION

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

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to: indemnification provisions (Sections 7 and 17); extended reporting period requirements for professional liability insurance (Section 8(a)); inspection and keeping of records and books (Section 14); litigation hold notice (Section 26); Public Records Act (Section 27); and confidentiality (Section 19).

25. 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.

26. 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.

The parties specifically certify that the provisions contained within Section 7 are mutually negotiated.

Dated: _____

BENTON COUNTY

Jerome Delvin, Chairman
Benton County Commissioner

Approved as to Form:

Ryan J. Lukson, Civil DPA

Dated: 12/22/2020

KENNETH COLE COUNSELING, PS

Kenneth Cole, PsyD
Signature

President
Title:

Kenneth Cole, PsyD
Print Name

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0000101, SHERIFF TRAFFIC CONTROL DEPARTMENT NUMBER 125.

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

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Auditor; File, BCSO

K. Gillies

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Sheriff Traffic Control Dept Nbr: 125

Fund Name: Current Expense Fund Nbr: 0000101

TRANSFER FROM: 125 TRANSFER TO: 125

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
521.700	3106	Operating Supplies	$ 2,401	521.700	1523	Deputy	$829
521.700	3135	Maintenance/Repair Supplies	$ 3,200	521.700	1530	Deputy	$7,273
521.700	3201	Vehicle Fuel	$ 11,453	521.700	1918	Deputy	$8,112
521.700	3501	Minor Equipment and Small Tools	$ 74	521.700	1919	Deputy	$6,802
521.700	4102	Contract Services	$ 842	521.700	1935	Holiday	$4,692
521.700	4103	Professional Services	$ 15	521.700	2103	Medical Insurance	$8,502
521.700	4301	Travel	$ 913	521.700	2104	Retirement	$458
521.700	4727	EDC-800 MHZ User Fees	$ 775				
521.700	4728	Secomm	$ 7,355				
521.700	4802	Repair/Maintenance-Vehicle	$ 2,938				
521.700	4813	Repair/Maintenance-Radios	$ 2,700				
521.700	4905	Training	$ 1,650				
521.700	9101	IT Administration Assessments	$ 2,352				
TOTAL			$36,668	TOTAL			$36,668

Explanation:

Re-appropriating funds from 3000's to 4000's and excess in IT Assessments to cover COLA's and benefits that were not included in the 19/20 budget for the Sheriff's Office.

Prepared by: Katie Gillies Date: 11-Jan-2021

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0000101, SHERIFF PATROL DEPARTMENT NUMBER 121.

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

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Auditor; File, BCSO

K. Gillies

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Sheriff Patrol Dept Nbr: 121

Fund Name: Current Expense Fund Nbr: 0000101

TRANSFER FROM: 121 TRANSFER TO: 121

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
521.210	1935	Holiday	$13,000	521.210	2103	Medical Insurance	$13,000
TOTAL			$13,000	TOTAL			$13,000

Explanation:

To reappropriate funding in Investigations for Benefits & Salaries. COLA's for 2019/2020 were not included in the 2019/2020 budget for the Sheriff's Office and moving funds from salaries due to a CBA change in distributing $100 from salaries of deptuies to medical insurance/VEBA per month.

Prepared by: Katie Gillies Date: 12-Jan-2021

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	01/26/2021
Subject:	2020 Personal Property Uncollectible
Presenter:	
Prepared By:	Heather Hutchison
Reviewed By:	Kenneth Spencer

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

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

Summary / Background Information

Pursuant to RCW 84.56.240, the County Treasurer is required to file a list of uncollectible personal property taxes by February 1st of each year with the County Legislative Authority. The attached Exhibit "A" details all the personal property taxes that were deemed uncollectible by the Treasurer for 2020.

Fiscal Impact

Amount: **$9,689.24**

Fund: **N/A**

Recommendation

It is recommended that the board pass the resolution pertaining to the personal property taxes the Treasurer has deemed as uncollectible.

Suggested Motion

Not applicable, Consent agenda form.

Heather Hutchison

From: Heather Hutchison
Sent: Friday, January 8, 2021 9:12 AM
To: Reid Hay
Cc: Alexis Cole
Subject: RE: 2020 Distraint Uncollectible Listing
Attachments: Uncollectible Resolution.doc; 2021 Letter to Commissioners.doc

Thank you Reid!

I have made the discussed modifications on the Affidavit I have added the under penalty of perjury under the laws of the State of Washington. I have also changed the Affidavit letter to Exhibit "B" and made the change on the Resolution for the affidavit as (Exhibit "B"). I am attaching those updated documents. Thanks again for your assistance!

Heather Hutchison
Tax Collection Specialist
Benton County Treasurer's Office
5600 W Canal Dr Ste A
Kennewick, WA 99336
T: (509) 735-8505 ext 2752
E: heather.hutchison@co.benton.wa.us

From: Reid Hay <Reid.Hay@co.benton.wa.us>
Sent: Friday, January 8, 2021 8:36 AM
To: Heather Hutchison <Heather.Hutchison@co.benton.wa.us>
Subject: RE: 2020 Distraint Uncollectible Listing

Heather,

With the small modifications we just discussed over the phone, it looks good to me.

Have a great day,
-- Reid

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

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

From: Heather Hutchison <Heather.Hutchison@co.benton.wa.us>
Sent: Friday, January 8, 2021 8:28 AM
To: Reid Hay <Reid.Hay@co.benton.wa.us>
Subject: FW: 2020 Distraint Uncollectible Listing

Here is the Affidavit letter attached as well.

Heather Hutchison
Tax Collection Specialist
Benton County Treasurer's Office
5600 W Canal Dr Ste A
Kennewick, WA 99336
T: (509) 735-8505 ext 2752
E: heather.hutchison@co.benton.wa.us

From: Heather Hutchison
Sent: Friday, January 8, 2021 8:12 AM
To: Reid Hay <Reid.Hay@co.benton.wa.us>
Cc: Alexis Cole <Alexis.Cole@co.benton.wa.us>
Subject: FW: 2020 Distraint Uncollectible Listing

Happy Friday Reid!

I just wanted to follow up with you this morning on the attached items for the uncollectible for 2020 to see if you have had a chance to review for any obvious errors or potential issues? I saw that you will be out next week for vacation and was hopeful I might be able to have your input if any before you are out. Thanks in advance!

Heather Hutchison
Tax Collection Specialist
Benton County Treasurer's Office
5600 W Canal Dr Ste A
Kennewick, WA 99336
T: (509) 735-8505 ext 2752
E: heather.hutchison@co.benton.wa.us

From: Heather Hutchison
Sent: Tuesday, January 5, 2021 8:23 AM
To: Reid Hay <Reid.Hay@co.benton.wa.us>
Subject: 2020 Distraint Uncollectible Listing

Good Morning Reid,

I am preparing the uncollectible listing for 2020 Distraint that will be submitted to the Commissioner's for write-off approval. In the past we have had you look over the list for approval prior to submitting the documents to the Commissioners to be added to a meeting agenda. If you would please review the attached spreadsheet as well as the resolution for any obvious errors or potential issues I would appreciate it. Thanks so much and have a great day!

Heather Hutchison
Tax Collection Specialist
Benton County Treasurer's Office
5600 W Canal Dr Ste A
Kennewick, WA 99336
T: (509) 735-8505 ext 2752
E: heather.hutchison@co.benton.wa.us

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF CANCELLING TAXES ASSESSED UPON PERSONAL PROPERTY WITHIN BENTON COUNTY, WHICH THE BENTON COUNTY TREASURER HAS DETERMINED TO BE UNCOLLECTIBLE.

WHEREAS, taxes have been duly assessed upon the personal property listed on the schedule of property attached hereto as Exhibit "A", and duly extended on the tax rolls of Benton County; and,

WHEREAS, the Benton County Treasurer has made diligent search inquiries for goods and chattels upon which to collect such taxes; and

WHEREAS, the Benton County Treasurer has filed an affidavit (Exhibit "B") with the Board of Benton County Commissioners, asserting that no such goods and chattels could be found, and that said taxes are therefore uncollectible; **NOW THEREFORE,**

BE IT RESOLVED, that the taxes assessed upon the personal property as enumerated on Exhibit "A", attached hereto, are determined to be uncollectible and pursuant to the provisions of RCW 84.56.240, such taxes are hereby canceled from the tax rolls of Benton County.

Dated this _____day of _____, 2021

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: _____
Clerk of the Board

CC: Treasurer, Assessor, Auditor

Prepared by: Heather Hutchison

Exhibit "A"

BENTON COUNTY TREASURER'S 2020 PERSONAL PROPERTY UNCOLLECTIBLE

PARCEL NAME	PARCEL NUMBER	TAX YR	TCA	REASON	AMOUNT
SEOUL SUSHI	30PS94100000000	2019	R1	BUSINESS CLOSED/UNABLE TO COLLECT	$19.13
SEOUL SUSHI	30PS94100000000	2020	R1	BUSINESS CLOSED/UNABLE TO COLLECT	$19.44
IMPACT SERVICES, INC	30PA66300000000	2013	R1	BUSINESS CLOSED/UNABLE TO COLLECT	$1,853.25
TRI-CITIES AUTISM THRIFT STORE	30PT68600000000	2019	K1	BUSINESS CLOSED/UNABLE TO COLLECT	$87.67
REVIVE HEARING LLC	30PB56700000000	2019	K1	BUSINESS CLOSED/UNABLE TO COLLECT	$6.62
FAMOUS DAVES	30PF23600000000	2019	1152	BUSINESS CLOSED/UNABLE TO COLLECT	$1,151.93
FAMOUS DAVES	30PF23600000000	2020	K1	BUSINESS CLOSED/UNABLE TO COLLECT	$1,199.68
LITTLE CHILDREN DAY CARE	30PL30200000000	2019	K1	BUSINESS CLOSED/UNABLE TO COLLECT	$25.16
LITTLE CHILDREN DAY CARE	30PL30200000000	2020	K1	BUSINESS CLOSED/UNABLE TO COLLECT	$21.55
FJW INC	30PF27000000000	2018	K1	BUSINESS CLOSED/UNABLE TO COLLECT	$1,530.18
OCB RESTAURANT COMPANY LLC	30PO02600000000	2019	K1	BUSINESS CLOSED/UNABLE TO COLLECT	$1,904.67
OCB RESTAURANT COMPANY LLC	30PO02600000000	2020	K1	BUSINESS CLOSED/UNABLE TO COLLECT	$1,753.85
LOYA, LAURA ISENIA URREA	40MT03900000000	2019	1331	MOBILE HOME DESTROYED/WHEREABOUTS UNKNOWN/UNABLE TO COLLECT	$28.51
SANCHEZ, GENARO DIAZ	40MH06600000000	2019	R1	MOBILE HOME DESTROYED/WHEREABOUTS UNKNOWN/UNABLE TO COLLECT	$39.60
SANCHEZ, GENARO DIAZ	40MH06600000000	2020	R1	MOBILE HOME DESTROYED/WHEREABOUTS UNKNOWN/UNABLE TO COLLECT	$42.72
SALAZAR FLORES, ANA LUZ	40MM0260000000	2019	P1	MOBILE HOME DESTROYED/WHEREABOUTS UNKNOWN/UNABLE TO COLLECT	$5.28
				GRAND TOTAL	**$9,689.24**

2013 TAX YEAR TOTAL	$1,853.25
2018 TAX YEAR TOTAL	$1,530.18
2019 TAX YEAR TOTAL	$3,268.57
2020 TAX YEAR TOTAL	$3,037.24
GRAND TOTAL	**$9,689.24**

Exhibit "B"

KENNETH SPENCER
Benton County Treasurer
PO Box 630, Prosser, WA 99350
Prosser 509-786-2255 Fax 786-5628
509-736-3087
Kennewick 509-735-8505 Fax 736-2705
www.bentoncountytax.com

January 5, 2021

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

RE: Cancellation of Uncollectible Personal Property Taxes. RCW 84.56.240

Dear Members of the Board:

Pursuant to RCW 84.56.240, the County Treasurer shall file with the County legislative authority, a list of uncollectible personal property taxes. The County Treasurer shall also file an Affidavit stating the Treasurer has made a diligent search and inquiry for goods and chattels wherewith to make such taxes and was unable to collect the same.

AFFIDAVIT OF UNCOLLECTIBLE PERSONAL PROPERTY TAX

I, Kenneth Spencer, Benton County Treasurer, swear under penalty of perjury under the laws of the State of Washington that every effort has been made to diligently search and inquire for goods and chattels upon which to collect such taxes. Now therefore, I request the taxes be cancelled as uncollectible personal property taxes.

Sincerely,

Kenneth Spencer
Benton County Treasurer
KS:hh
Attachments: Uncollectible Personal Property Listing, 1 page.

Subscribed and sworn to before me this 11 day of January, 2021.

Sandra Garcia
Notary Public
Appointment Expires: 08/27/2021

SANDRA GARCIA NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 08-27-2021

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO TRANSFER FUNDS WITHIN CURRENT EXPENSE FUND NO 0000-101, DEPARTMENT 108;

WHEREAS, there are adequate funds available to transfer; and

WHEREAS, no additional funds are being requested**;** and

WHEREAS, the attached Exhibit "A" describes in detail the line items the funds will be transferred from and to.

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

Dated this . . . . . day of . . . . . , 20 . . . .

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: . . . . . .
Clerk of the Board

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: WSU Extension Dept Nbr: 108

Fund Name: Current Expense Fund Nbr: 0000-101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
571-210	3101	Office Supplies	$2,058.00
TOTAL			$2,058.00

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
571-210	2103	Medical Insurance	$30.00
571-210	2104	Retirement	$1,753.00
571-210	2119	Paid Family Leave Act	$275.00
TOTAL			$2,058.00

Explanation:

Transfer funds from office supplies to benefits to cover deficiencies in 2019-2020 budget.

Prepared by: Eileen Hewitt Date: Jan 6 2021

Dept.108 Approval:

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 26, 2021 **Memo Date:** January 13, 2021
Subject:	Short Plat Vacation - SPV 2020-004 Richard and Danielle Vice
Presenter:	Michelle Cooke, Assistant Planning Manager
Prepared By:	Andrea Watts
Reviewed By:	Michelle Cooke

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

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

Summary / Background Information

On November 2, 1982, Short Plat 1282 was recorded under Auditor's Fee Number 868546, which created four residential lots off N 134 PR NW in the unincorporated area of Prosser. The short plat also created a 10-foot irrigation easement running east to west through the northeast corner of Lot 1 of Short Plat 1282.

The applicants, Richard and Danielle Vice, are requesting the vacation of the unused 10-foot irrigation easement in order to construct an in-ground pool on their property. Owners of property within 300 feet of the subject parcel and all concerned agencies were notified of the proposed vacation and no concerns were received regarding this proposal. The Sunnyside Valley Irrigation District submitted comments in favor of the vacation as an additional 10-foot irrigation easement currently exists along the northern 10' of Lot 1 of Short Plat 1282.

Fiscal Impact

Amount: None

Fund: None

Recommendation

It is the recommendation of the Planning Department that the Board of County Commissioners conduct a public hearing, and based on the testimony received, either approve or deny the request. The Planning Department, based on the information received thus far, is recommending approval of the proposed vacation of the 10-foot irrigation easement running east to west through the northeast corner of Lot 1 of Short Plat 1282.

Suggested Motion

The Benton County Planning Department recommends the following motion: The Benton County Board of Commissioners approves the vacation of the 10-foot irrigation easement running east to west through the northeast corner of Lot 1 of Short Plat 1282 in Section 27, Township 9 North, Range 25 East, W.M.

Return to
Benton County Commissioners
P.O. Box 190
Prosser WA 99350

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY PLANNING REGARDING THE PROPOSED VACATION OF THE 10 FOOT IRRIGATION EASEMENT RUNNING EAST TO WEST THROUGH THE NORTHEAST CORNER OF LOT 1 OF SHORT PLAT 1282 IN SECTION 27, TOWNSHIP 9 NORTH, RANGE 25 EAST, W.M. APPLICANTS: RICHARD AND DANIELLE VICE, PARCEL NUMBER 1-2795-301-1282-007, FILE NUMBER SPV 2020-004.

WHEREAS, the Board of County Commissioners did conduct a public hearing on Tuesday, January 26, 2021, at 9:00 a.m. in the Commissioners Meeting Room, Justice Center, Kennewick, Washington; and,

WHEREAS, the signature of the property owners of said application includes all properties affected by these easements; and,

WHEREAS, upon due notice as provided in RCW 58.17.080 and 58.17.090, the hearing before the Board of County Commissioners was held on such petition as indicated above; and,

WHEREAS, the Board of County Commissioners agrees with the summary report from the Benton County Planning Department, retained in File No. SPV 2020-004; and,

WHEREAS, the 10-foot irrigation easement running east to west through the northeast corner of Lot 1 were recorded on the face of Short Plat 1282, and,

WHEREAS, it further appears that the vacation of the above-mentioned easements would not unduly jeopardize the health, safety, welfare and public good; NOW THEREFORE,

BE IT RESOLVED, that the vacation of the 10-foot irrigation easement running east to west through the northeast corner of Lot 1 of Short Plat 1282 in Section 27, Township 9 North, Range 25 East, W.M. is hereby approved.

Dated this 26th day of January 2021.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners of Benton County Washington.

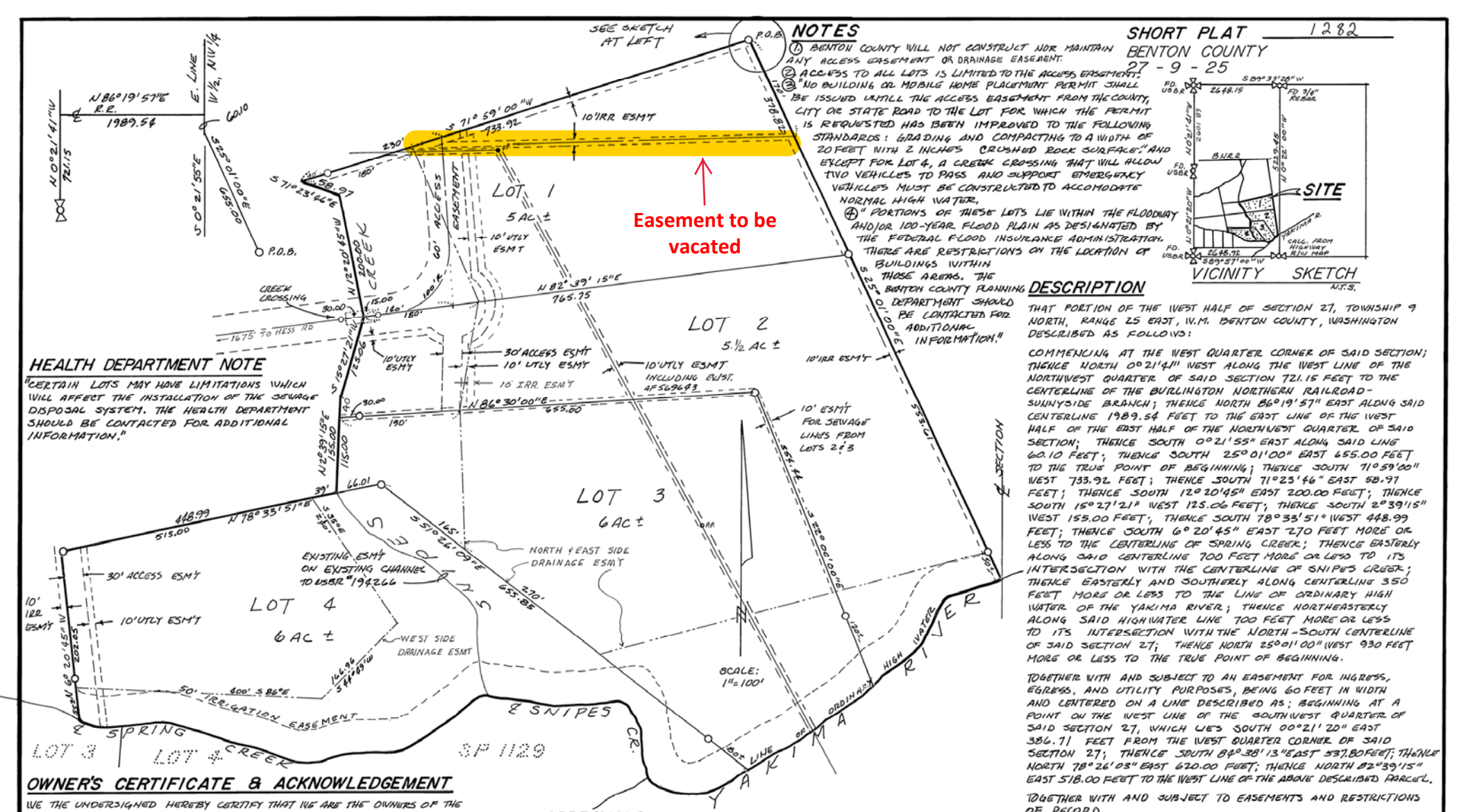
Attest.....
Clerk of the Board

MLC

SHORT PLAT 1282

BENTON COUNTY

27 - 9 - 25



NOTES

1. BENTON COUNTY WILL NOT CONSTRUCT NOR MAINTAIN ANY ACCESS EASEMENT OR DRAINAGE EASEMENT.
2. ACCESS TO ALL LOTS IS LIMITED TO THE ACCESS EASEMENT.
3. "NO BUILDING OR MOBILE HOME PLACEMENT PERMIT SHALL BE ISSUED UNTILL THE ACCESS EASEMENT FROM THE COUNTY, CITY OR STATE ROAD TO THE LOT FOR WHICH THE PERMIT IS REQUESTED HAS BEEN IMPROVED TO THE FOLLOWING STANDARDS: GRADING AND COMPACTING TO A WIDTH OF 20 FEET WITH 2 INCHES CRUSHED ROCK SURFACE." AND EXCEPT FOR LOT 4, A CREEK CROSSING THAT WILL ALLOW TWO VEHICLES TO PASS AND SUPPORT EMERGENCY VEHICLES MUST BE CONSTRUCTED TO ACCOMODATE NORMAL HIGH WATER.
4. " PORTIONS OF THESE LOTS LIE WITHIN THE FLOODWAY AND/OR 100-YEAR FLOOD PLAIN AS DESIGNATED BY THE FEDERAL FLOOD INSURANCE ADMINISTRATION. THERE ARE RESTRICTIONS ON THE LOCATION OF BUILDINGS WITHIN THOSE AREAS. THE BENTON COUNTY PLANNING DEPARTMENT SHOULD BE CONTACTED FOR ADDITIONAL INFORMATION."

Easement to be vacated

VICINITY SKETCH N.T.S.

HEALTH DEPARTMENT NOTE

"CERTAIN LOTS MAY HAVE LIMITATIONS WHICH WILL AFFECT THE INSTALLATION OF THE SEWAGE DISPOSAL SYSTEM. THE HEALTH DEPARTMENT SHOULD BE CONTACTED FOR ADDITIONAL INFORMATION."

DESCRIPTION

THAT PORTION OF THE WEST HALF OF SECTION 27, TOWNSHIP 9 NORTH, RANGE 25 EAST, W.M. BENTON COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION; THENCE NORTH 0°21'41" WEST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 721.15 FEET TO THE CENTERLINE OF THE BURLINGTON NORTHERN RAILROAD - SUNNYSIDE BRANCH; THENCE NORTH 86°19'57" EAST ALONG SAID CENTERLINE 1989.54 FEET TO THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 0°21'55" EAST ALONG SAID LINE 60.10 FEET; THENCE SOUTH 25°01'00" EAST 655.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 71°59'00" WEST 733.92 FEET; THENCE SOUTH 71°23'46" EAST 58.97 FEET; THENCE SOUTH 12°20'45" EAST 200.00 FEET; THENCE SOUTH 15°27'21" WEST 125.06 FEET; THENCE SOUTH 2°39'15" WEST 155.00 FEET; THENCE SOUTH 78°33'51" WEST 448.99 FEET; THENCE SOUTH 6°20'45" EAST 270 FEET MORE OR LESS TO THE CENTERLINE OF SPRING CREEK; THENCE EASTERLY ALONG SAID CENTERLINE 700 FEET MORE OR LESS TO ITS INTERSECTION WITH THE CENTERLINE OF SNIPES CREEK; THENCE EASTERLY AND SOUTHERLY ALONG CENTERLINE 350 FEET MORE OR LESS TO THE LINE OF ORDINARY HIGH WATER OF THE YAKIMA RIVER; THENCE NORTHEASTERLY ALONG SAID HIGHWATER LINE 700 FEET MORE OR LESS TO ITS INTERSECTION WITH THE NORTH-SOUTH CENTERLINE OF SAID SECTION 27; THENCE NORTH 25°01'00" WEST 930 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO AN EASEMENT FOR INGRESS, EGRESS, AND UTILITY PURPOSES, BEING 60 FEET IN WIDTH AND LENTERED ON A LINE DESCRIBED AS; BEGINNING AT A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27, WHICH LIES SOUTH 00°21'20" EAST 386.71 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 27; THENCE SOUTH 84°38'13"EAST 537.80FEET; THENCE NORTH 78°26'03" EAST 620.00 FEET; THENCE NORTH 82°39'15" EAST 518.00 FEET TO THE WEST LINE OF THE ABOVE DESCRIBED PARCEL.

TOGETHER WITH AND SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

OWNER'S CERTIFICATE & ACKNOWLEDGEMENT

WE THE UNDERSIGNED HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE TRACT OF LAND DESCRIBED HEREON, THAT WE HAVE CAUSED SAID LAND TO BE SURVEYED AND SHORT PLATTED INTO LOTS AS SHOWN AND THAT THE EASEMENTS ON THE SHORT PLAT ARE HEREBY GRANTED FOR THE USES AS SHOWN HEREON

RUSSELL J. MURKOWSKI — MARSHA A. MURKOWSKI

HAROLD E. LITTLE — GERALDINE K. LITTLE

STATE OF WASHINGTON } SS.
COUNTY OF BENTON }

Betty L. Walsh NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID HERE BY CERTIFY THAT ON THE 11th DAY OF August 1982 A.D. PERSONALLY APPEARED BEFORE ME Russell J. Murkowski AND Marsha A. Murkowski HUSBAND AND WIFE, AND Harold E. Little AND Geraldine K. Little HUSBAND AND WIFE, TO ME KNOWN TO BE THE INDIVIDUALS IN AND WHO EXECUTED THE FOREGOING OWNER'S CERTIFICATE AND ACKNOWLEDGED TO ME THEY SIGNED SAME OF THEIR VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR WRITTEN ABOVE

Betty L. Walsh NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

Richland RESIDENCE

APPROVALS

THE ANNEXED SHORT PLAT IS HEREBY APPROVED BY AND FOR THE COUNTY OF BENTON.

SUBDIVISION ADMINISTRATOR, BENTON COUNTY — 11/2/82 DATE

I HERE BY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR 1982 TL-52/12-5

TREASURER, BENTON COUNTY by: P. Rupp, Dy. — 11-2-82 DATE

THE IRRIGATION ASSESSMENTS ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR 1982, AND THE IRRIGATION EASEMENTS SHOWN HEREON ARE APPROVED.

SUNNYSIDE VALLEY IRRIGATION DISTRICT — 10/21/82 DATE

RECORDING CERTIFICATE

FILED FOR RECORD THIS 2nd DAY OF November, 1982 AT 3:3 MINUTES PAST 4:00 P.M. AND RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 1282 AT THE REQUEST OF ROBERT H. STRATTON, P.L.S.

VERNER MILLER, BENTON COUNTY AUDITOR — 868546 FEE NUMBER

SURVEYOR'S CERTIFICATE

I, ROBERT H. STRATTON, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON, HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS AN ACTUAL FIELD SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION IN CONFORMANCE WITH THE SURVEY RECORDING ACT OF 1973, AND THAT ALL BEARINGS, DISTANCES, AND CALLS ARE CORRECT, AND THAT ALL LOT CORNERS ARE STAKED AS SHOWN.

Robert H. Stratton — 10/10/82 DATE

ROBERT H. STRATTON
WASHINGTON REG. NO. 14120

ROBERT H. STRATTON 14120 REGISTERED PROFESSIONAL LAND SURVEYOR

for RUSSELL J. MURKOWSKI

BOB STRATTON SURVEYING
1120 No. Road 28 P. O. Box 2713
PASCO, WASHINGTON 99302
Phone 545-5812

WO 82-22

609

Planning Department
P.O. Box 910
1002 Dudley Avenue
Prosser, WA 99350

Phone (509) 786-5612
Fax (509) 786-5629
planning.department@co.benton.wa.us
co.benton.wa.us

RECEIVED
DEC 15 2020
Benton Co. Planning Dept.

SHORT PLAT VACATION APPLICATION

Application No. SPV 2020-004

APPLICANT INFORMATION

Please check the box indicating primary contact person for this application

☒ **Applicant/Agent**: Richard & Danielle Vice

Mailing Address: 87210 N. 134PR NW City: Prosser

State: WA ZIP: 99350 Phone: 509-303-0056 Work: 509-588-5070

Email Address: Rick.Vice@Elevatormfg.com

Signature: Richard W Vice Date: 12/15/2020

☐ **Property Owner(s)** *(if different)*: Same As Applicant

Mailing Address: _____ City: _____

State: _____ ZIP: _____ Phone: _____ Work: _____

Email Address: _____

Signature: _____ Date: _____

Signatures of Persons with Additional Ownership Interest:

Print Name	Signature	Date
Danielle Vice	Danielle Vice	12/15/20

If the property is owned by a corporation, trust, partnership or LLC please complete the entity signature block below showing that the person signing has the authority to sign on behalf of the company.

ENTITY SIGNATURE BLOCK

Applicant/Legal Owner: _____

Officer name: _____

Title: _____

Signature: _____ Date: _____

THE ABOVE SIGNED OFFICER OF _____ *(name of entity)*

WARRANTS AND REPRESENTS THAT ALL NECESSARY LEGAL AND CORPORATE ACTIONS HAVE BEEN DULY UNDERTAKEN TO PERMIT _____ *(name of applicant)* TO SUBMIT THIS APPLICATION AND THAT THE ABOVE SIGNED OFFICER HAS BEEN DULY AUTHORIZED AND INSTRUCTED TO EXECUTE THIS APPLICATION.

Any information submitted to the Benton County Planning Department is subject to public records disclosure law for the State of Washington (RCW Chapter 42.17) and all other applicable law that may require the release of the documents to the public.

Revised 2/2019

PARCEL INFORMATION

1. **Subject property address:** 87210 N. 134 PR NW

   City: PROSSER **State:** WA **ZIP:** 99350

2. **Parcel number:** 1-2795-301-1282-007 3. **Acreage:** 5 1/2+

4. **Present use of property:** PRIVATE RESIDENCE

5. **Access:** ☐ County Road ☐ State Road/Highway ☒ Private Road

6. **Utilities:** *Power:* ☐ Benton PUD ☒ Benton REA

   Sewer: ☒ Septic Tank ☐ City Sewer: *(Provider)* _____

   Water: ☒ Individual Wells ☐ One well serving 2-4 lots ☐ One well serving 5+ lots

   ☐ Private System *(Provider & Address)* _____

   ☐ City System *(Provider)* _____

   Gas: ☒ No ☐ Yes: *(Provider)* _____

   Cable: ☒ No ☐ Yes: *(Provider)* _____

   Phone: ☐ No ☒ Yes: *(Provider)* CENTURYLINK

   Irrigation: ☐ No ☐ Private ☒ District: *(Provider)* SVID

REQUEST DESCRIPTION

7. **Describe the proposed portion of the plat to be vacated:** 10'-0" WIDE IRRIGATION EASEMET RUNNING EAST-WEST THROUGH CENTER OF PROPERTY

8. **List other parcels that may be affected by this request:** 1-2795-200-0013-000

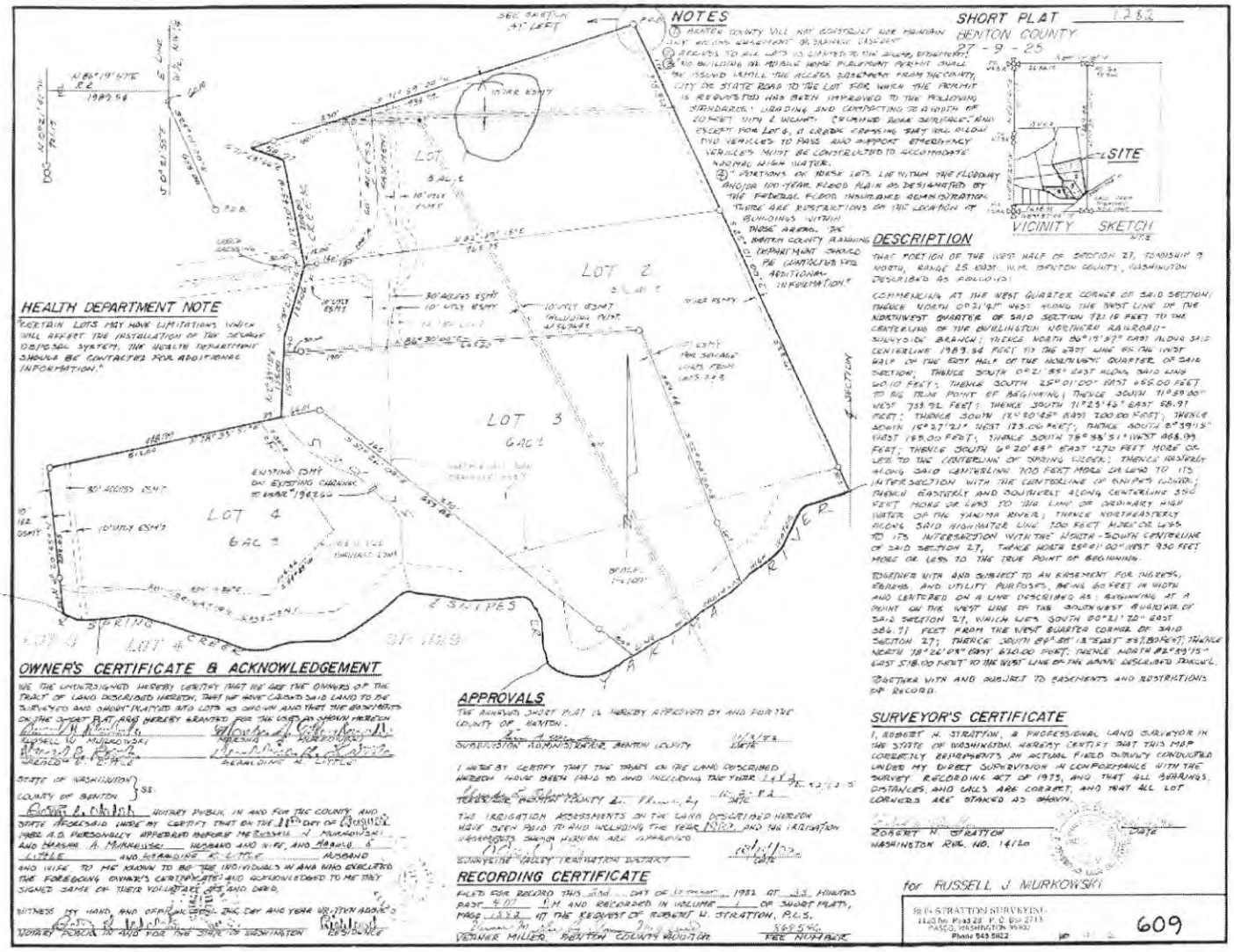
9. **Give a detailed explanation for the vacation request:** EASMENT WAS PART OF AN IRRIGATION SYSTEM THAT WAS VACATED 30+ YEARS AGO. EASEMENT LOCATION IS NEEDED FOR A NEW IN-GROUND POOL.

(FOR STAFF USE ONLY) *Application Complete:* Y N

Critical Areas: N Y: _____ *Zoning:* _____

Reviewed by: _____ *Date:* _____

Any information submitted to the Benton County Planning Department is subject to public records disclosure law for the State of Washington (RCW Chapter 42.17) and all other applicable law that may require the release of the documents to the public.



1 of 1 12/15/2020, 10:43 AM

SUNNYSIDE VALLEY IRRIGATION DISTRICT

SERVING AGRICULTURE SINCE 1906

December 14, 2020

Benton County Planning/Building Department
Planning Annex
P.O. Box 910
Prosser, WA 99350

RE: **Release of Easement**
Landowners: **Richard Vice**
Parcels: **1-2795-301-1282-007**

To whom it may concern:

This office has reviewed the proposed project. Sunnyside Valley Irrigation District (SVID) has the following comments:

1. The 10' irrigation easement in question is a private irrigation easement for the benefit of the parcel to the east of parcel 1-2795-301-1282-007. SVID has received confirmation from the landowner of said parcel (Jan Blair, 1-2795-200-0013-000) that they have no problem with the easement being vacated.

2. Additionally, there is a 10' irrigation easement along the north boundary of Mr. Vice's property that should suffice as an alternative to the easement being vacated.

Thank you for the opportunity to comment on this proposed project. If you have any questions, please feel free to contact Rigo Diosdado at (509) 837-6980 or diosdador@SVID.org.

Sincerely,

Ron C. Cowin
Assistant Manager – Engineering

120 S. 11th Street • P.O. Box 239 • Sunnyside • Washington • 98944
Phone: 509-837-6980 • Fax: 509-837-2088

Rick Vice

From: jangail@charter.net
Sent: Friday, December 04, 2020 3:08 PM
To: 'diosdador@svid.org'
Cc: 'rick.vice@elevatormfg.com'
Subject: FW: Irrigation Easement
Attachments: 7734878-Vice-Pool.pdf

Rigo,
I give my authorization to vacate the 10' wide easement that runs thru my property and the Vice property.
Please respond that you received this.
Jan Blair

From: "Rick Vice"
To: jangail@charter.net
Cc: "Rick Vice"
Sent: Friday December 4 2020 11:24:38AM
Subject: Irrigation Easement

Hi Jan,

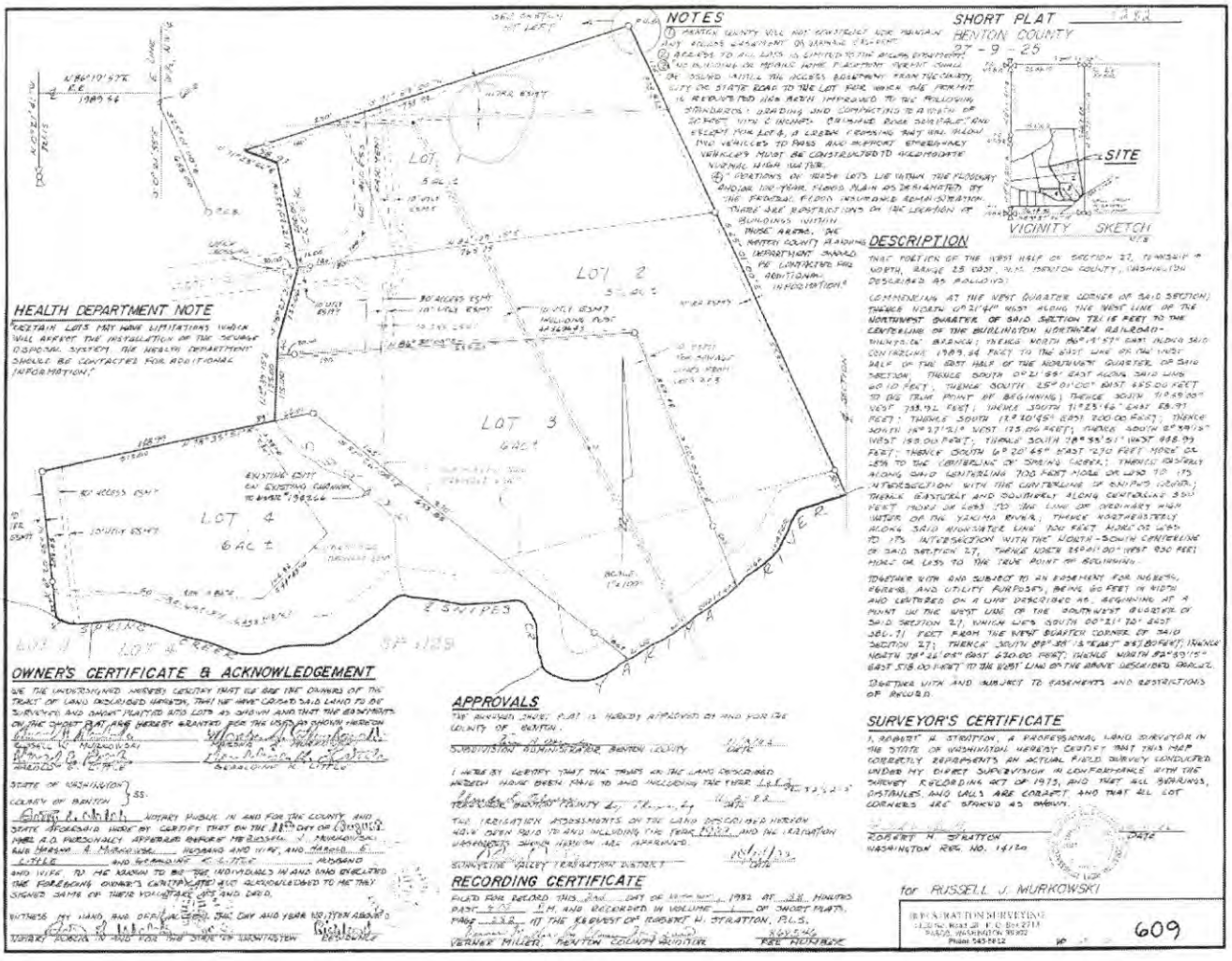
Per our conversation this morning, we are working on vacating the 10'-0" wide irrigation easement that runs through our property and into your property, east of ours. This is the irrigation line that we removed several years ago.

SVID, will authorize the vacate with your written approval to them. I have cc'd Rigo in this E-mail and he said he would except an E-mail response from you.

I have also included our short plat map with the easement highlighted.

Let me know if you have any questions and Thank you for working with us on this, it's much appreciated.

Rick Vice
Elevator Manufacturing LLC.
1309 Dale Ave.
Benton City, WA 99320
P) 509-588-5070



SHORT PLAT 1282
BENTON COUNTY
27 - 9 - 25

VICINITY SKETCH

SITE

NOTES

1. BENTON COUNTY WILL NOT MAINTAIN OR REPAIR ANY ROADS LOCATED ON PRIVATE EASEMENT OR PRIVATE PROPERTY.
2. ACCESS TO ALL LOTS IS LIMITED TO THE INTERNAL ROAD SYSTEM AS SHOWN HEREON. NO BUILDING OR MOBILE HOME PLACEMENT PERMIT SHALL BE ISSUED UNTIL THE ACCESS EASEMENT FROM THE COUNTY, CITY OR STATE ROAD TO THE LOT FOR WHICH THE PERMIT IS REQUESTED HAS BEEN IMPROVED TO THE FOLLOWING STANDARDS: GRADING AND SURFACING TO A WIDTH OF 20 FEET WITH 2' SHOULDERS, CULVERTS, ROAD SIGNAGE AND ENTRANCE FOR LOT 4, A CREEK CROSSING THAT WILL ALLOW TWO VEHICLES TO PASS AND SUPPORT EMERGENCY VEHICLES MUST BE CONSTRUCTED TO INTERMEDIATE RURAL HIGH (IR/H).
3. PORTIONS OF THESE LOTS LIE WITHIN THE FLOODWAY AND/OR THE 100 YEAR FLOOD PLAIN AS DESIGNATED BY THE FEDERAL FLOOD INSURANCE ADMINISTRATION. THERE ARE RESTRICTIONS ON THE LOCATION OF BUILDINGS WITHIN THOSE AREAS. THE BENTON COUNTY BUILDING DEPARTMENT SHOULD BE CONTACTED FOR ADDITIONAL INFORMATION.

HEALTH DEPARTMENT NOTE

"CERTAIN LOTS MAY HAVE LIMITATIONS WHICH WILL AFFECT THE INSTALLATION OF THE SEWAGE DISPOSAL SYSTEM. THE HEALTH DEPARTMENT SHOULD BE CONTACTED FOR ADDITIONAL INFORMATION."

DESCRIPTION

THAT PORTION OF THE WEST HALF OF SECTION 27, TOWNSHIP 9 NORTH, RANGE 25 EAST, W.M., BENTON COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION; THENCE NORTH 00°21'40" WEST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 731.16 FEET TO THE CENTERLINE OF THE BURLINGTON NORTHERN RAILROAD - YAKIMA TO OK BRANCH; THENCE NORTH 86°49'57" EAST ALONG SAID CENTERLINE 1989.66 FEET TO THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 00°21'59" EAST ALONG SAID LINE 60.10 FEET; THENCE SOUTH 25°01'01" EAST 455.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 11°49'00" WEST 733.92 FEET; THENCE SOUTH 71°23'46" EAST 68.91 FEET; THENCE SOUTH 13°30'45" EAST 200.00 FEET; THENCE SOUTH 16°37'20" WEST 175.09 FEET; THENCE SOUTH 87°39'15" WEST 198.00 FEET; THENCE SOUTH 78°38'51" WEST 898.93 FEET; THENCE SOUTH 69°20'45" EAST 270 FEET MORE OR LESS TO THE CENTERLINE OF SPRING CREEK; THENCE EASTERLY ALONG SAID CENTERLINE 700 FEET MORE OR LESS TO ITS INTERSECTION WITH THE CENTERLINE OF ENTRIX CREEK; THENCE EASTERLY AND SOUTHERLY ALONG CENTERLINE 350 FEET MORE OR LESS TO THE LINE OF ORDINARY HIGH WATER OF THE YAKIMA RIVER; THENCE NORTHEASTERLY ALONG SAID HIGH WATER LINE 700 FEET MORE OR LESS TO ITS INTERSECTION WITH THE NORTH-SOUTH CENTERLINE OF SAID SECTION 27; THENCE NORTH 00°21'00" WEST 930 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO AN EASEMENT FOR INGRESS, EGRESS, AND UTILITY PURPOSES, BEING 60 FEET IN WIDTH AND LOCATED ON A LINE DESCRIBED AS: BEGINNING AT A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27, WHICH LIES SOUTH 00°21' 20" EAST 381.71 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 27; THENCE SOUTH 88°38' 15" EAST 845.80 FEET; THENCE NORTH 78°26'05" EAST 630.00 FEET; THENCE NORTH 82°39'15" EAST 518.00 FEET TO THE WEST LINE ON THE ABOVE DESCRIBED PARCEL.

TOGETHER WITH AND SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

OWNER'S CERTIFICATE & ACKNOWLEDGEMENT

WE THE UNDERSIGNED, HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE TRACT OF LAND DESCRIBED HEREON, THAT WE HAVE CAUSED SAID LAND TO BE SURVEYED AND SHORT PLATTED INTO LOTS AS SHOWN AND THAT THE EASEMENTS ON THE SHORT PLAT ARE HEREBY GRANTED FOR THE USES AS SHOWN HEREON

Russell J. Murrowski — Theresa A. Murrowski

Harold E. Little — Geraldine R. Little

STATE OF WASHINGTON } ss.
COUNTY OF BENTON }

Gloria L. Church, NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID DOES HEREBY CERTIFY THAT ON THE 11th DAY OF October, 1982 A.D. PERSONALLY APPEARED BEFORE ME Russell J. Murrowski AND Theresa A. Murrowski, HUSBAND AND WIFE, AND Harold E. Little AND Geraldine R. Little, HUSBAND AND WIFE TO ME KNOWN TO BE THE INDIVIDUALS IN AND WHO EXECUTED THE FOREGOING OWNER'S CERTIFICATE AND ACKNOWLEDGED TO ME THAT SIGNED SAME OF THEIR VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR HEREIN ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON residing at Richland

APPROVALS

THE BENTON COUNTY SHORT PLAT IS HEREBY APPROVED BY AND FOR THE COUNTY OF BENTON.

SUBDIVISION ADMINISTRATOR, BENTON COUNTY — DATE 11/24/82

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR 1982 AND THE ASSESSMENTS ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR 1982 AND THE ASSESSMENTS UPON HEREON ARE UNPAID.

TREASURER, BENTON COUNTY — DATE 11/24/82

SUNNYSIDE VALLEY IRRIGATION DISTRICT — DATE 11/24/82

RECORDING CERTIFICATE

FILED FOR RECORD THIS 24th DAY OF November, 1982 AT 3:31 MINUTES PAST 3:00 P.M. AND RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 238 AT THE REQUEST OF ROBERT H. STRATTON, P.L.S.

VERNAE MILLER, BENTON COUNTY AUDITOR — BY Karen Fee DEPUTY

SURVEYOR'S CERTIFICATE

I, ROBERT H. STRATTON, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON, HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS AN ACTUAL FIELD SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION IN CONFORMANCE WITH THE SURVEY RECORDING ACT OF 1973, AND THAT ALL BEARINGS, DISTANCES, AND CALLS ARE CORRECT, AND THAT ALL LOT CORNERS ARE STAKED AS SHOWN.

ROBERT H. STRATTON
WASHINGTON REG. NO. 14126 — DATE 11/24/82

for RUSSELL J. MURROWSKI

STRATTON SURVEYING
P.O. BOX 2714
RICHLAND, WASHINGTON 99352
Phone 545-7812

W.O. # 609

Andrea Watts

From: Rick Vice <rick.vice@elevatormfg.com>
Sent: Tuesday, December 15, 2020 10:15 AM
To: Andrea Watts
Subject: RE: [EXTERNAL] RE: Vice- Irrigation easement vacation

Hi Andrea,

I have the email that Jan Blair sent to Rigo authorizing the vacate. I will submit that along with the application. If at all possible, I'm trying to stay away from Jan because of Covid. If the Commissioners need his actual signature I can certainly get it, but hoping it's not required.

I will get the application completed and over to you.

Thank you for all your help.
Rick

From: Andrea Watts [mailto:Andrea.Watts@co.benton.wa.us]
Sent: Tuesday, December 15, 2020 9:57 AM
To: Rick Vice <rick.vice@elevatormfg.com>
Subject: RE: [EXTERNAL] RE: Vice- Irrigation easement vacation

Hi Rick,

This is exactly what you will need for the application. 😊

Also, it would be very helpful to have Jan Blairs signature on the Short Plat Vacation application as well. If you are having a hard time getting ahold of them try contacting Rigo Diosdado for assistance.

Best,

Andrea Watts
Associate Planner
Benton County Planning Department
Andrea.watts@co.benton.wa.us
(509) 736-3086

From: Rick Vice <rick.vice@elevatormfg.com>
Sent: Monday, December 14, 2020 11:42 AM
To: Andrea Watts <Andrea.Watts@co.benton.wa.us>
Subject: RE: [EXTERNAL] RE: Vice- Irrigation easement vacation

Hi Andrea,

Is this letter SVID, sufficient to be included with the application?

Thank you,
Rick

From: Andrea Watts [mailto:Andrea.Watts@co.benton.wa.us]
Sent: Wednesday, November 25, 2020 2:26 PM
To: Rick Vice <rick.vice@elevatormfg.com>
Subject: RE: [EXTERNAL] RE: Vice- Irrigation easement vacation

Hi Rick,

I just spoke with our Senior Planner and she let me know that since the irrigation easement was created for your shortplat and only serves your parcel, you will not need any signatures from other landowners.

The only thing you will need is a letter from the irrigation district giving their approval of the vacation.

So we just need that letter and your application!

Happy Thanksgiving!

Andrea Watts
Associate Planner
Benton County Planning Department
Andrea.watts@co.benton.wa.us
(509) 736-3086

From: Rick Vice <rick.vice@elevatormfg.com>
Sent: Tuesday, November 24, 2020 10:08 AM
To: Andrea Watts <Andrea.Watts@co.benton.wa.us>
Subject: RE: [EXTERNAL] RE: Vice- Irrigation easement vacation

Andrea,

Sounds like we need to go the vacate route. Do I only need the signatures and approval of the property owner that is to east of us? They are the ones that the easement is for.

Rick

From: Andrea Watts [mailto:Andrea.Watts@co.benton.wa.us]
Sent: Tuesday, November 24, 2020 9:22 AM
To: Rick Vice <rick.vice@elevatormfg.com>
Subject: RE: [EXTERNAL] RE: Vice- Irrigation easement vacation

Good morning,

Unfortunately, the process of moving the easement would be even more of a headache for you. You would still need to go through the process of vacating the easement but then you would need to have the new easement recorded before the previous easement was legally vacated.

The easiest option (from a planning perspective) would be to shift the placement of the pool. The second would be to vacate the easement entirely and then the most complex would be to relocate the easement.

Best,

Andrea Watts
Associate Planner
Benton County Planning Department
Andrea.watts@co.benton.wa.us
(509) 736-3086

From: Rick Vice <rick.vice@elevatormfg.com>
Sent: Tuesday, November 24, 2020 9:04 AM
To: Andrea Watts <Andrea.Watts@co.benton.wa.us>
Subject: [EXTERNAL] RE: Vice- Irrigation easement vacation

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.

Hi Andrea,

Thank you for the packet.

Would it be easier if we just moved the irrigation easement rather than vacating it? It could be moved to our Northwest property line and access to easement would be easier. Basically we'd just move it about 100 feet the Northwest.

Thank you,
Rick

From: Andrea Watts [mailto:Andrea.Watts@co.benton.wa.us]
Sent: Monday, November 23, 2020 4:42 PM
To: rick.vice@elevatormfg.com
Subject: Vice- Irrigation easement vacation

Hi Rick,

I am working on the permit for your pool and Janelle forwarded me your email about vacating the irrigation easement that runs through your property.

Since the irrigation easement was originally created as a direct result of the short plat that created your property you will be dealing directly with the planning department and Board of Commissioners to vacate this easement.

This means is that you will need to fill out the attached application packet and have the proposed vacation be heard by the Board of Benton County Commissioners. This can typically take around 60 days but because of the holiday season your application will probably not be heard until January.

Please take a look at the information in the packet that I have attached and give me a call or email me back with any questions you have!

Have a great evening,

Benton County Auditor

Brenda Chilton, Auditor
620 Market St
Prosser, WA 99350
PHONE (509) 736-2727
www.bentonauditor.com

January 4, 2021

Commissioner Shon Small
Commissioner Jerome Delvin
Commissioner Will McKay
Benton County
Board of County Commissioners
PO Box 190
Prosser WA 99350

Gentlemen:

My team and I would like to express our sincere gratitude for the multitude of assistance we received from the Board during the 2020 General Election cycle. Presidential election years are high demand and present unique challenges due to the extraordinary turnout rate. The current numbers show a turnout of 82.16%, or 103,736 of the 126,264 active registered voters participating. The outpouring of support for the Voting Center and the grant process helped make the election a success.

Let me say that I am fortunate to have a highly motivated and qualified team in the Auditor's Office. I am proud of the work they did to ensure this election was conducted in a secure, accurate and transparent manner under the direction of Amanda Hatfield, Elections Manager.

Next, let me address the other County departments that have helped us over the past couple of months:

- IT staff was responsive to our sometimes-demanding needs, assisting us with our technical requests, usually on very short notice.
- The Treasurer and Assessor Offices helped with the coordination of parking lot and drop box management.
- The Facilities Department took extra measures to ensure the safety of our voters at the Kennewick Annex, as well as installation of several new drop boxes around the county.
- In Public Works, Shannon Christen helped guide us through the world of contract development and Mike McGhan coordinated a last-minute purchase of a new van for the Elections Division funded through a grant.
- As election security has become so prominent in recent years, thank you to the Sheriff's and Richland Police Departments for the presence of their deputies and officers.
- HR assisted with the onboarding of many temporary workers.
- Linda Ivey, and the Office of Budget and Finance, played a significant role in assisting when we began receiving several grants. It was important to get the funding available so expenditures could be made quickly.

- The PA's office, specifically Reid Hay, reviewed multiple contracts for our department, most of which was done under very tight time constraints.
- Adam Morasch, Risk Manager, helped us meet all our challenges in a COVID environment, giving us guidance on proper safety protocols.
- Our WSU contact, Chris Meiers, helped in establishing our first campus student engagement HUB.

This list is certainly not comprehensive of the many individuals and departments that assisted, and for anyone we missed, thank you.

Sincerely,

Brenda Chilton

Brenda Chilton
Benton County Auditor