

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, March 9, 2021

9:00 AM Call to Order

Pledge of Allegiance

Approval of Minutes

❖ March 2, 2021

Review Agenda

Consent Agenda

Auditor

a. Election Canvassing Board Appointment

Commissioners

b. Appointment of Ivone Guillen to the Mid-Columbia Libraries Board of Trustees

Human Services

c. Ratifying Grant Agreement w/Domestic Violence Services Expanding Shelter Beds

Office of Public Defense

d. District Court Public Defense Services Contract w/John Gleason

Public Safety Tax

e. Purchase of Thermal Equipment to Talos Tactical for Sheriff's Office

Purchasing Dept.

- f. Purchase of Vehicle Tires & Services for ER&R Equipment & Vehicles from Pasco Tire Factory
- g. Purchase of 72 Glock Pistols & 72 Trijicom Sights from Gunarama Wholesale, Inc. for the Sheriff's Office

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

Scheduled Business

Transfer of Funds for Training ~ J Delvin

Purchase of Three Vehicles from Columbia Ford for the Corrections Department ~ M McGhan & S Souza

2021 TRIDEC Services Contract ~ A Fyall

Refinancing 2018 Limited Tax General Obligation Refunding Bond ~ J MacPherson & M Rasmussen

Other Business

Executive Session

Planning or Adopting Strategy or Position to be Taken During the Course of Labor Proceedings
~ S Hallstrom & L Wingfield

County's Position in Labor Negotiations ~ S Hallstrom & L Wingfield

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Tuesday, March 2, 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)
Deputy County Administrator Matt Rasmussen
Clerk of the Board Cami McKenzie

Absent: County Administrator Jerrod MacPherson (Excused)

Benton County Employees Present During All or a Portion of the Meeting: Robert Heard, IT Manager; Robert Blain, Operations & Capital Programs; Lexi Wingfield, HR Manager; Human Services Manager Kyle Sullivan; Mari Clark, Human Services; Adam Fyall, Sustainable Development Manager; Clayton Rawlings, Public Works; Shela Berry, Juvenile Dept.

Pledge of Allegiance

The Board recited the Pledge of Allegiance.

Approval of Minutes

The Minutes of February 23, 2021 were approved.

Review Agenda

The following changes were made to the agenda:

- Pull Scheduled Business Item – Purchase of Three Vehicles from Columbia Ford (Corrections)
- Change Order – Courthouse Upgrade Project
- Memorandum of Agreement with WA State Dept. of Health – Use of Fairgrounds
- Upcoming townhall meeting – Scout Energy Application
- Executive Session with PA Miller to discuss qualifications of applicant for public employment

Consent Agenda

MOTION: Chairman Small moved to approve the consent agenda items “a” through “k”. Commissioner McKay seconded and upon vote, the Board approved the following:

Auditor

- a. Surplus & Disposition of Personal Property

Board of Equalization

- b. Notice of Approval to Hear Property Tax Appeals

Commissioners

- c. Line Item Transfer, Fund No. 0000-101, Dept. 115 to 139

Corrections

- d. Agreement w/WA State Health Care Authority to Provide Medication @ the Jail

Human Services

- e. Appointments to the Veteran's Advisory Board
- f. Contract w/Benton-Franklin Community Action Committee for the WA State Community Development Block Grant
- g. Ratifying Second Amended Agreement w/WA State Department of Commerce for Temporary Shelter During the Coronavirus Pandemic
- h. Termination of Contract w/Lutheran Community Services Northwest for Therapy & Counseling Services

Juvenile

- i. Purchase Two Ford Escapes From Columbia Ford

Treasurer

- j. Contract w/Frontier Title & Escrow Company for Title Reports for Tax Foreclosure & Tax Title Sales
- k. Contract w/Arbitrage Compliance Specialists Arbitrage Calculations & Compliance

Public Comment

None.

Public Works – Position Change - Maintenance Worker II to Maintenance Worker I

Lexi Wingfield and Clayton Rawlings requested the Board authorize a position change for a Maintenance Worker II to Maintenance Worker I. Based on current needs and the potential candidate pool, they determined a lot of the applicants were missing a few requirements of the position. They wanted to have the option to bring them in as a Maintenance Worker I, with the option for advancement criteria, and once they met those requirements, they could be moved to a Maintenance Worker II.

Mr. Rawlings explained that as a municipality, Benton County was eligible to do in-house training for CDL's if the applicant had their permit and it was recognized through the state so they did not have to pay extra to send them to school. Additionally, a lot of applicants had their CDL, but were missing experience on special equipment, which could also be done through in-house training.

MOTION: Commissioner Small moved to approve the Line Item Transfer to change a Maintenance Worker II to a Maintenance Worker I as presented. Commissioner McKay seconded and upon vote, the motion carried unanimously.

Employee & Volunteer Recognition Policy – Juvenile Department

Shela Berry presented a Resolution establishing an Employee and Volunteer Recognition Award Policy for the Board's approval. She said it was approved by the PA's office and was very similar to the Corrections Department policy but tailored to Juvenile.

Mr. Rasmussen said he reviewed the policy and found it to be identical to the limits established for the Corrections Dept. policy.

MOTION: Commissioner Small moved to approve the Benton-Franklin Counties Juvenile Center Employee and Volunteer Recognition Award Policy as presented. Commissioner McKay seconded and upon vote, the motion carried unanimously.

2060 Funds - Affordable Housing Steering Committee Recommendations

Kyle Sullivan and Mari Clark, Human Services presented the recommendations for grant awards for the 2060 Affordable Housing funds to make capital improvements to low income/affordable housing projects as follows:

- Domestic Violence Services - \$44,000 – improvements to shelter and transitional housing unit
- Elijah Family Homes - \$18,000 – improvements to existing transitional housing unit
- AP Properties & Investments - \$250,000 – purchase property for six-unit tiny home community
- Brad Bricker – up to \$250,000 – purchase two units for low income/affordable housing

MOTION: Commissioner Small moved to approve the recommendations as presented and approved Human Services to negotiate contracts for these projects. Commissioner McKay seconded and upon vote, the motion carried.

Community Development Block Grant - Sundance Improvement Association Well

Adam Fyall presented a PowerPoint and highlighted the following:

- Plymouth Community Well Project - Community Development Block Grant – pass through grant funds – 80% completion
- Sundance Community Well – small project in Finley (subdivision level community well) – pass through Community Development Block Grant funds – made application and \$870,000 grant accepted
- Agreement with Washington Department of Commerce
- Agreement with Sundance Improvement Association

MOTION: Commissioner Small moved to approve the CDBG grant in the amount of \$870,000 for improvements to the Sundance Community Well and authorize the County Administrator to sign the agreement as presented. Commissioner McKay seconded and upon vote, the motion carried.

MOTION: Commissioner Small moved to approve execution of the Subrecipient Agreement between Benton County and the Sundance Improvement Association for improvements to the Sundance community well as presented. Commissioner McKay seconded and upon vote, the motion carried.

Agreement with Rapid Financial Solutions – County Prepaid Debit Cards

Matt Rasmussen presented a proposed agreement with Rapid Financial Solutions for issuance of county prepaid debit cards. In reviewing county policies and procedures, the travel policy was identified as one that needed to be updated. Currently, the County had a cumbersome process for meal reimbursements that required a lot of staff time and they proposed returning to a per diem meal reimbursement. He worked with the Auditor's office on this issue and a County prepaid debit card was recommended and they proposed issuing advanced per diem payments as part of the updated Business Travel Policy.

They compared the fees for this program against the current costs and associated staff time and found the rates to be comparable and believed there would be an overall cost savings to the County by moving to prepaid debit cards. The first step in getting the policy updated was an agreement with a bank for a prepaid debit and there was no cost unless they utilized the service. If they utilized it, there would be a \$4.99 activation fee per card.

MOTION: Commissioner Small moved to approve the Agent Service Agreement between Benton County and Rapid Investments, Inc. dba Rapid Financial Solutions as presented. Commissioner McKay seconded an upon vote, the motion carried.

Other Business

Change Order No. 3 with V K Powell Construction – Courthouse Upgrades Project

Robert Blain presented Change Order No. 3 with V K Powell Construction for the Courthouse Upgrades Project. He said the change order consisted of sitework modifications and was presented in conjunction with changes to the terrazzo that were brought forth the previous week in the amount of \$46,152.00 plus WSST.

MOTION: Commissioner Small moved to approve Change Order No. 3 with VK Powell construction as presented. Commissioner McKay seconded and upon vote, the motion carried.

Memorandum of Agreement Between State Dept. of Health and Benton County

Mr. Rasmussen presented a Memorandum of Agreement between Washington State Department of Health and Benton County regarding use of the mass vaccination site at the Fairgrounds. He said they had been finalizing the contract and it was presented in final written form and would allow Benton County to begin to be reimbursed for expenses or additional equipment needed for the site.

MOTION: Commissioner Small moved to approve the Memorandum of Agreement with Washington State Department of Health as presented. Commissioner McKay seconded and upon vote, the motion carried.

Town Hall Meeting – Scout Energy Proposal

Mr. Rasmussen said the Board was considering holding a town hall type meeting to receive public comments on the Scout Energy proposal. Even though Scout Energy went straight to EFSEC for application and the County would not be making a decision, the County was able to submit comments to the EFSEC Board.

Mr. Rasmussen proposed March 16, 2021 at 6:00 p.m. for the meeting. They would offer in-person components, WebEx or telephone for the public to present and make comments.

Commissioner McKay also strongly encouraged the public to be at the EFSEC hearings as well to make their comments known.

Certificates of Service – Benton County Employees

Chairman Delvin acknowledged the following long-term employees:

Michelle Clark:	15 Years
Jennifer Millius:	15 Years
Tiffany Deaton:	15 Years
Crystal Garcia:	15 Years
Linda Ivey:	15 Years
Shane Grimm:	15 Years
Abel Suarez:	15 Years

Tim Skeels:	20 Years
Peggy Brown:	20 Years
Kandy Gonsalves:	20 Years
Rod Worthington:	20 Years

Eric Lipp:	25 Years
Deena Horton:	25 Years

Ginny Baddley:	30 Years
Donna Hutchinson:	30 Years
Alicia Risinger:	30 Years

Nancy Richman:	40 Years
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Housing Issues

Commissioner Small requested Mr. Sullivan to discuss the current housing issues and use of funds.

Mr. Sullivan discussed the following:

- \$6.1 million – rental assistance through Treasury Dept.
- \$1.4 from State Dept. of Commerce – emergency eviction
- On Friday awarded an additional \$6.1 million from Commerce (not a contract for that yet)
- He said they were working on how to get the word out and getting some of programs moving forward
- Eviction moratorium will be ending soon – once it was lifted, they could use one of the grants to assist with utilities

Commissioner Small talked about individuals with co-occurring problems that were having difficulty finding housing and said maybe they could investigate assisting investors that were trying to build affordable housing and assisted living.

Mr. Sullivan said the Tri-Cities did not have a good housing inventory or any kind of residential services for individuals with mental health, developmental disabilities, or substance abuse issues.

Executive Session – Review the Qualifications of an Applicant for Public Employment

The Deputy County Administrator announced at 10:01 a.m. the Board would go into executive session for up to 10 minutes to review the qualifications of an applicant for public employment. The Board briefly recessed to reconvene in the Executive Conference Room.

Present were Chairman Delvin, Commissioner McKay, Commissioner Small, PA Andy Miller, Matt Rasmussen, 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 10:11 a.m.

MOTION: Chairman Delvin moved to approve the Salary Request Statement for Taylor Hallman effective April 1, 2021 as presented. Commissioner Small seconded and upon vote, the motion carried.

Committee Updates

Chairman Delvin gave updates on the following:

- Pursuing funding:
 - Recovery Coalition - pursuing funding through the State
 - Juvenile and Road projects
 - Public Works Board
 - Pipeline Safety Committee funding
- Legislative Steering Committee – weekly Zoom meetings
- Columbia River Group – Canadians are wanting to re-negotiate the treaty

Phase 3

Commissioner Small asked about Phase 3. Chairman Delvin said he would be meeting with Governor staff on Thursday, although they were currently on pause and the State was struggling to come up with guidelines for Phase 3.

Commissioner McKay said he had received numerous calls and emails from parents asking about the parameters for schools and sporting events and maximum capacity. He said there were a lot of unanswered questions and confusion and a lot of it did not make sense. However, he had not been able to receive a response back from the State. Chairman Delvin said he would ask these questions at his meeting on Thursday.

Accounts Payable

Check Date: 02/26/2021

Warrants #: 215256-215369
Total all funds: \$773,016.56

EFT's #: 1651-1674
Transfers #: 02262101-02262106
Total all funds: \$401,626.73

Resolutions

2021-203:	Surplus & Disposition of Personal Property
2021-204:	Notice of Approval to Hear Property Tax Appeals
2021-205:	Line Item Transfer, Fund No. 0000-101, Dept. 115 to 139
2021-206:	Agreement w/WA State Health Care Authority to Provide Medication @ the Jail
2021-207:	Appointments to the Veteran's Advisory Board
2021-208:	Contract w/Benton-Franklin Community Action Committee for the WA State Community Development Block Grant
2021-209:	Ratifying Second Amended Agreement w/WA State Department of Commerce for Temporary Shelter During the Coronavirus Pandemic
2021-210:	Termination of Contract w/Lutheran Community Services Northwest for Therapy & Counseling Services
2021-211:	Purchase Two Ford Escapes From Columbia Ford
2021-212:	Contract w/Frontier Title & Escrow Company for Title Reports for Tax Foreclosure & Tax Title Sales
2021-213:	Contract w/Arbitrage Compliance Specialists Arbitrage Calculations & Compliance
2021-214:	Line Item Transfer – County Road Fund 0101-101, Dept. 500
2021-215:	Establishing an Employee and Volunteer Recognition Award Policy – Juvenile Justice Center
2021-216:	Community Development Block Grant Program – Water System with Sundance Improvement Association

- 2021-217: Agreement with Sundance Improvement Association – Community Development Block Grant – New Water System
- 2021-218: Agent Service Agreement Between Benton County and Rapid Investments, Inc. dba Rapid Financial Solutions – Issuance of Prepaid Debit Cards
- 2021-219: Approving Contract Change Order No. 3 with V K Powell Construction – Courthouse Upgrades Project
- 2021-220: Memorandum of Agreement – Washington State Dept. of Health and Benton County – Use of County Facility – Benton County Fairgrounds – in Response to Disaster or Public Health Emergency

There being no further business before the Board, the meeting adjourned at approximately 10:18 a.m.

Clerk of the Board

Chairman

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 9, 2021
Subject:	2021 Election Canvassing Board Appointment
Presenter:	
Prepared By:	Amanda Hatfield
Reviewed By:	Brenda Chilton
PA Review, Approval to Form:	☐ Yes ☐ No ☒ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed:
☒ Consent Agenda ☐ Public Hearing ☐ Scheduled Business	☐ Discussion Only (1 st) ☒ Pass Motion ☐ Discussion Only (2 nd) ☐ Pass Resolution ☐ Decision/Direction ☐ Pass Ordinance ☐ Sign Letter/Document ☐ Execute Contract

Summary / Background Information

Pursuant to RCW 29A.60.150, the chair of the county legislative body is a member of the canvassing board for canvassing the ballots and returns for elections.

Fiscal Impact

None

Recommendation

Have commissioner chair, Jerome Delvin sign the letter appointing himself as the member of the canvassing board.

Suggested Motion

Approve as part of consent agenda.

Jerome Delvin, *District 1*
Shon Small, *District 2*
Will McKay, *District 3*



Jerrod MacPherson
County Administrator
Matt Rasmussen
Deputy County Administrator

Board of County Commissioners

CANVASSING BOARD APPOINTMENT

I, Jerome Delvin, Chair of the Benton County Commissioners, hereby designate myself to serve on the Benton County Canvassing Board for the April Special Election to be held on April 27, 2021. I will serve for the timeframe of February 26, 2021 through May 7, 2021.

DATED this 9th day of March, 2021.

Jerome Delvin
Chair, Board of County Commissioners

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	Mar. 9, 2021								
Subject:	Appointment of Ivone Guillen to the Mid-Columbia Libraries Board of Trustees								
Presenter:									
Prepared By:	Peggy Brown								
Reviewed By:									
PA Review, Approval to Form:	☐ Yes ☐ No ☒ N/A <i>(If no, include reasoning for no approval)</i>								
Type of Agenda Item:	Type of Action Needed:								
☒ Consent Agenda ☐ Public Hearing ☐ Scheduled Business	<table><tr><td>☐ Discussion Only (1st)</td><td>☐ Pass Motion</td></tr><tr><td>☐ Discussion Only (2nd)</td><td>☒ Pass Resolution</td></tr><tr><td>☐ Decision/Direction</td><td>☐ Pass Ordinance</td></tr><tr><td>☐ Sign Letter/Document</td><td>☐ Execute Contract</td></tr></table>	☐ Discussion Only (1 st)	☐ Pass Motion	☐ Discussion Only (2 nd)	☒ Pass Resolution	☐ Decision/Direction	☐ Pass Ordinance	☐ Sign Letter/Document	☐ Execute Contract
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☐ Discussion Only (2 nd)	☒ Pass Resolution								
☐ Decision/Direction	☐ Pass Ordinance								
☐ Sign Letter/Document	☐ Execute Contract								

Summary / Background Information

The Mid-Columbia Libraries Board of Trustees has a vacancy on its Board due to a resignation and needs someone to fill the unexpired term ending December 31, 2022.

Fiscal Impact

Amount:

Fund:

Recommendation

Adopt the joint resolution in appointing Ivone Guillen to the Mid-Columbia Libraries Board of Trustees with term expiring December 31, 2022.

Suggested Motion

Part of the Consent Agenda.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. 2021-040

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

IN THE MATTER OF APPROVING THE APPOINTMENT OF IVONE GUILLEN TO THE MID-COLUMBIA
LIBRARIES BOARD OF TRUSTEES TO FILL THE UNEXPIRED TERM OF ROSEMARY FORD WHO HAS
RESIGNED FOR A TERM EXPIRING DECEMBER 31, 2022.

WHEREAS, Rosemary Ford has resigned as a member of the Mid-Columbia Libraries Board of
Trustees, creating a vacancy; and

WHEREAS, The Library Board advertised this position and has completed the interview process;
and

WHEREAS, the Board of Trustees of Mid-Columbia Libraries unanimously voted to recommend
Ivone Guillen to fill the unexpired term; **NOW, THEREFORE,**

BE IT RESOLVED the Boards of Commissioners of Benton and Franklin Counties hereby approve
the appointment of Ivone Guillen to the Board of Trustees of Mid-Columbia Libraries, with said
term expiring on December 31, 2022.

Dated this ____ day of _____, 2021

BENTON COUNTY BOARD OF COMMISSIONERS

Chair of the Board

Chair Pro Tem

Member

Constituting the Board of County
Commissioners of Benton County, Washington

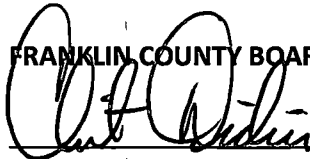
ATTEST:

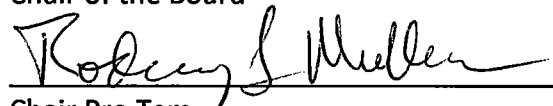
Clerk of the Board

cc: MCL; file

Dated this 23 day of February, 2021

FRANKLIN COUNTY BOARD OF COMMISSIONERS


Chair of the Board

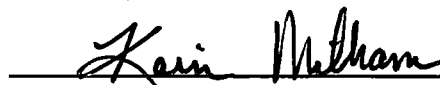

Chair Pro Tem


Brad Peck
Approved Telephonically

Member

Constituting the Board of County
Commissioners of Franklin County, Washington

ATTEST:


Clerk of the Board



RECEIVED

FEB 22 2021

BENTON COUNTY
COMMISSIONERS

Keewaydin Park Branch
405 S. Dayton St.
Kennewick WA. 99336
(509) 586-3156

February 17, 2021

Benton County Commissioners
Benton County Courthouse
PO Box 190
Prosser WA 99350-0190

Franklin County Commissioners
Franklin County Courthouse
1016 N 4th Ave
Pasco WA 99301

Dear Commissioners:

The Mid-Columbia Libraries Board of Trustees has a vacancy on its Board due to the resignation of Rosemary Ford. Ms. Ford was a Benton County representative and her unexpired term runs until December 31, 2022.

The Library Board advertised this position and has completed the interview process. On February 16, 2021, the Library Board unanimously recommended Ivone Guillen.

The Board of Trustees for Mid-Columbia Libraries is requesting a joint resolution appointing Benton County/Kennewick resident Ivone Guillen to the Board to fill the unexpired term ending on December 31, 2022.

Thank you for your consideration of this matter. Please let me know if I can be of further assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Erin Meneely", written in a cursive style.

Erin Meneely
Operations Director

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 9, 2021	
Subject:	Ratify Agreement #2021-SHELTER-DVS with Domestic Violence Services of Benton & 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 <i>(If no, include reasoning for no approval)</i>	
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

This agreement is to provide expansion to the available shelter beds for youth in our community during the COVID-19 outbreak.

Fiscal Impact

Amount: \$582,600.00

Fund: There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0108-101 Human Services Budget for a grant amount of \$582,600.00.

Recommendation

- Sign the Resolution to Ratify Agreement #2021-SHELTER-DVS with Domestic Violence Services of Benton & Franklin Counties

Suggested Motion

Approve on consent agenda.

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

**RE: IN THE MATTER OF RATIFYING GRANT AGREEMENT #2021-SHELTER-DVS
BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND
DOMESTIC VIOLENCE SERVICES OF BENTON AND FRANKLIN COUNTIES.**

WHEREAS, the purpose of this Agreement is to provide expansion to the available shelter beds to those fleeing violence in our community; and

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

WHEREAS, in order to meet required deadlines to fund emergency services, the County Administrator executed the above agreement on February 17, 2021 under authority granted in Resolution 2020-258; and

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

BE IT RESOLVED, that the Board of County Commissioners hereby approves and ratifies the #2021-SHELTER-DVS agreement, between Domestic Violence Services of Benton & Franklin Counties and Benton County Department of Human Services for a bed reimbursement rate, for a total grant maximum of \$582,600.00, as executed by the Benton County Administrator on February 17, 2021; and,

BE IT FURTHER RESOLVED, that Benton County Department of Human Services is authorized to voucher the County Auditor's office to make such payments to Domestic Violence Services of Benton & Franklin Counties, necessary for the disbursement of the homeless housing funds; and

BE IT FURTHER RESOLVED, the term of the attached agreement commences on the December 1, 2020 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

**Benton County
DEPARTMENT OF HUMAN SERVICES
Grant Agreement #2021-SHELTER-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 December 1, 2020
Agreement End Date June 30, 2023

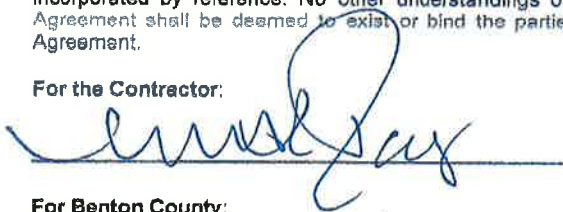
Unless this Agreement is terminated sooner as set forth herein.

Consideration \$582,600.00

Exhibit A Guidelines for Shelter Program
Exhibit B Shelter Program Q & A
Exhibit C Budget

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 2/17/21

For Benton County:

 02/17/2021
Benton County Commissioners Date
Per Resolution
2020-258

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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55. Certification Files Information	

DEFINITIONS

1. DEFINITIONS

- 1.1. **Commerce** means the Department of Commerce.
- 1.2. **HMIS Collaborative** means a County administered, cooperative agreement of Shelter fund recipients and homeless service providers obtaining, sharing, and utilizing data for input into the Washington State HMIS operated by the Dept. of Commerce.
- 1.3. **CFR** means Code of Federal Regulations. All references in this Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation.
- 1.4. **Client or clients** means individuals who are eligible for services under this Agreement.
- 1.5. **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.

- 1.6. **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.
- 1.7. **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.
- 1.8. **Homeless Housing Plan** means the Benton and Franklin Counties' Ten-Year Homeless Housing Plan.
- 1.9. **Household** means a person or people, related or not, who occupy a housing unit or would occupy a housing unit if one were available.
- 1.10. **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.
- 1.11. **HUD** means the United States Department of Housing and Urban Development.
- 1.12. **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.
- 1.13. **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.
- 1.14. **Monitoring** means a contractual review to determine compliance with the terms and conditions of this Agreement.
- 1.15. **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.
- 1.16. **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.
- 1.17. **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/>.
- 1.18. **Shall** means compliance is mandatory.

- 1.19. **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/>.
- 1.20. **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.
- 1.21. **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.
- 1.22. **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.
- 1.23. **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/>.
- 1.24. **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.
- 1.25. **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 Shelter Program 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.
- 2.2. **DOMESTIC VIOLENCE SHELTER & OPERATIONS**
- a. **Program Overview:**
This shelter program will serve intimate partner domestic violence victims that are currently fleeing or are homeless due to fleeing domestic violence. This shelter program

will add ten beds by December 31, 2020 and operate as a continuous stay emergency shelter by utilizing local area hotels.

1. Contractor will secure a memorandum of understanding with the local hotels they will be utilizing for the Shelter Program, to ensure the beds are available each day the program is operational.

b. Racial Equity:

1. DVSBF will implement strategies to prevent racial inequities in who is served and program outcomes.
2. DVSBF will serve 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.
3. 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.
4. DVSBF has a diverse staff that mirrors the client base. Fifty percent of DVSBF's clients are minority and fifty percent 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.
5. All advocates will be trained in LGBTQ+ competency and racial equity.

c. Housing Focused Services:

1. DVSBF will provide housing case management to residents that is driven by the needs of the client, is flexible, uses a strength-based approach and is focused on obtaining and maintaining housing.
2. DVSBF will connect shelter clients to mainstream services including but not limited to behavioral health, chemical dependency, education or workforce training, employment services and permanent supportive housing.
3. 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 the 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 will assist households with landlord contact, rent assistance, and deposits to secure and maintain stable housing. Once households are in stable housing, the case manager 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 households 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.

d. Diversion and Problem Solving:

1. DVSBF will utilize problem-solving conversations to divert households from entering the shelter or utilizing crisis response system services longer term.

2. DVSBF will engage family and friends if the situation is safe and appropriate.

e. Outreach:

1. DVSBF will provide outreach to unsheltered individuals.
 2. DVSBF will provide outreach to other local area shelters and inform them of their domestic violence services.
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 Contractor shall aim to improve the housing outcomes of the Shelter Program clients. For each intervention type funded by the Shelter Program, Contractors should adopt the following performance goals:

Intervention Type	Performance Goal	HMIS Calculation	Performance Target ⁹
Emergency Shelter	Increase Percent Exits to Permanent Housing	Of people in the ES project who exited, those who exited to permanent housing destinations	50%
Drop-in Emergency Shelter ¹⁰	Increase Percent Exits to Positive Outcomes	Of people in the ES project who exited, those who exited to Positive Outcome destinations	50%
Temporary Shelter	Increase Percent Exits to Positive Outcomes	Of people in the Other project who exited, those who exited to Positive Outcome destinations	50%
Site ¹¹			
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

5. **OUTCOME EVALUATION:** Program outcomes shall ensure equitable access to the Shelter Program and equitable housing outcomes of Shelter Program clients.
1. Equitable access shall mean that the race and ethnicity of people entering the Shelter Program are similar to the community demographics.
 2. 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.
 3. Equitable housing outcomes means that the outcomes of the Shelter Program clients should be similar, regardless of race or ethnicity.

Race/Ethnicity for Benton & Franklin Counties	Percent of People Below Poverty Level
Persons of Color	61%
Hispanic	54%
Black or African American	3%
American Indian & Alaska Native	1%

6. 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
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
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
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	Unknown / Negative Outcome

	Outcome	
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REPORTING AND DELIVERABLES

8. **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.
9. **MONTHLY REPORTING:** The Contractor shall report complete, quality data that is timely, truthful and accurate. The Contractor shall comply with all of the requirements, policies and procedures in the Shelter Program Grant Guidelines.

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:

- 9.1. **Voucher and Voucher Detail Worksheet**
- 9.2. **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 C, 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. SHELTER PROGRAM SERVICES

- a. **Pre-Occupancy** expenses are eligible for reimbursement up to \$10,000.00 prior to occupancy between December 1, 2020 and December 31, 2021.
- b. **Post Occupancy** expenses eligible for reimbursement up to \$537,600.00 at a rate of \$56.00 per day per net additional bed between January 1, 2021 and June 30, 2023.
- c. **Allowable Vacancies for Reimbursement** – Up to 10% of the beds can be vacant in a given month to receive full reimbursement.

Example 1:

A Shelter Program operates 10 beds, 1 bed could remain empty for an entire month and the Contractor can still request the \$56.00 per day rate for reimbursement for that bed.

Example 2:

If you have five beds available during the month of October, the five beds would have to be filled 90% of the time. This means at least 139 of the 155 days to receive full reimbursement. (31 day in October X 5 beds = 155 days; 155 X 90% = 139).

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 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, I, Mary A Pacheco, 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

2/17/21


Benton County Department of
Human Services Representative



Washington State
Department of
Commerce

Guidelines

FOR THE

Shelter Program Grant

August 2020

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1 Grant Basics

1.1 Overview

The Shelter Program Grant funds equitable and creative approaches to develop or expand shelter programs and bring people inside with the goal of exiting participants to permanent housing and positive destinations quickly.

Programs enact strategies to ensure racially equitable access and racially equitable outcomes at shelter exit, provide outreach to unsheltered individuals and provide housing stability focused services.

1.2 Program Purpose

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.

People living unhoused become stably housed when the system is low barrier, trauma informed, culturally responsive and Housing First oriented. People living unstably housed become stably housed when the system is oriented toward problem solving conversations and personal advocacy to help people identify practical solutions based on their own available resources.

We expect Commerce grantees, including county governments and nonprofits, to be leaders in their crisis response systems, facilitating partnership among service organizations and promoting evidence-based, anti-racist practices.

Grantees must respond to the disproportionality in access to services, service provision and outcomes and cannot simply rely on standard business practices to address inequity. Grantees have the responsibility to ensure all people eligible for services receive support and are served with dignity, respect and compassion regardless of circumstance, ability or identity.

This includes marginalized populations, Black, Native and Indigenous, People of Color, immigrants, people with criminal records, people with disabilities, people with mental health and substance use vulnerabilities, people with limited English proficiency, people who identify as transgender, people who identify as LGBTQ+, and other individuals that may not access mainstream support.

We are here to support your efforts. The Housing Assistance Unit provides access to continuous learning on trauma informed services, racial equity, LGBTQ+ competency and more. We can help you strategize outreach, coordinated entry and help you understand your data so we can meet Washington's vision that no person is left living outside.

1.3 Fund Source

The Shelter Program Grant is funded by the Home Security Fund as appropriated by the Legislature.

2 Administrative Requirements of Lead Grantees

2.1 Training

Lead/subgrantees must identify staff for training. These staff should include staff that provide direct services and supervisors of direct service staff.

The following trainings are required at least every three years and attendance must be documented:

- ✓ Trauma Informed Services
- ✓ Racial Equity
- ✓ LGBTQ+ competency

Other recommended trainings include:

- ✓ Mental Health Training
- ✓ Supporting individuals harmed by domestic violence
- ✓ Local coordinated entry (CE) policies and procedures as required by lead CE entity
- ✓ Diversion and Problem-Solving
- ✓ Landlord Engagement in Rapid Rehousing
- ✓ Crisis intervention
- ✓ Professional boundaries
- ✓ De-escalation
- ✓ Case management

Online trainings including Progressive Engagement for Programs and Systems, Working With Survivors of Domestic Violence and Introduction to Problem Solving (Diversion) are accessible on the [Department of Commerce website](#).

In addition, lead/subgrantee staff are highly encouraged to attend the annual [Washington State Conference on Ending Homelessness](#).

Costs to attend trainings are an eligible program expense (see [Section 3.3 Operations](#)).

2.2 Grant Management

2.2.1 Changes to Guidelines

Commerce may revise the guidelines at any time. All lead grantees will receive revised copies. Lead grantees are responsible for sending revisions to subgrantees in a timely manner.

2.2.2 Commerce Monitoring

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

2.2.3 Subgrantee Requirements

All subgrantee agreements must be time-limited and have defined roles and responsibilities for each party, detailed budgets and performance terms. Commerce reserves the right to directly contact subgrantees at any time for data quality, monitoring, fiscal and other issues.

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

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

Lead grantees must notify Commerce of any changes in selection of subgrantees funded with the Shelter Program Grant.

2.2.3.1 Subgrantee Risk Assessment and Monitoring

Lead grantees are responsible for ensuring subgrantee compliance with all requirements identified in the Shelter Program Grant guidelines. The lead grantee must conduct a risk assessment and develop a monitoring plan for each subgrantee within six months of contracting Shelter Program Grant funds to the subgrantee. The risk assessment must inform the monitoring plan for each subgrantee. Monitoring plans must include monitoring dates, the type of monitoring (remote, on-site) and the program requirements being reviewed.

The lead grantee must maintain policies and procedures that guide the risk assessment, monitoring activities and monitoring frequency.

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

2.3 Fiscal Administration

2.3.1 Reimbursement Rates

- ✓ Commerce will reimburse for new beds¹ created on and after January 1, 2020.
- ✓ Commerce will reimburse up to \$56 per day net additional person sheltered above the baseline of shelter occupancy prior to the award of funding.
- ✓ Commerce will reimburse up to \$10,000 per shelter bed prior to occupancy for costs associated with creating additional shelter capacity or improving existing shelters to improve occupancy rates and positive outcomes.

The following table compares the billable budget categories to the allowable expenses.

Budget Categories	Applicable Rates	Allowable Expenses
Pre-Occupancy	\$10,000 per bed prior to occupancy	Facility Support Capital
Post-Occupancy Operations	\$56 per day per bed	Acquisition (<i>pre-occupancy only</i>) Operations Admin

¹ Examples of new beds include tents converted to tiny shelters/homes, seasonal or temporary beds converted to permanent beds or nightly drop-in beds converted to 24-hour beds.

2.3.2 Reimbursements

Lead grantees must bill Commerce monthly for reimbursement of allowable costs. Invoices are due on the 20th of the month following the provision of services. Final invoices for a biennium may be due sooner than the 20th. If the lead grantee fails to submit an invoice within a three-month period, without a reasonable explanation, Commerce may take corrective action as outlined in the lead grantee contracted Scope of Work. Exceptions to billing procedures can be negotiated with Commerce on a case-by-case basis.

Invoices must be submitted online using the Commerce Contract Management System (CMS) through Secure Access Washington (SAW).

2.3.2.1 Back-up Documentation

All invoices must include the Shelter Program Enrollment Report. Commerce may require a lead grantee to submit additional documentation. Lead grantees must retain original invoices submitted by their subgrantees.

2.3.3 Budget Revisions

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

3 Allowable Expenses

3.1 Facility Support

- ✓ Lease, master lease or rent payment on a building used to provide emergency shelter
- ✓ Hotel/Motel payments on a building or room used to provide emergency shelter
- ✓ Utilities
- ✓ Maintenance and repair
- ✓ Security and janitorial services
- ✓ Essential facility equipment and supplies
- ✓ On-site and off-site management costs
- ✓ Mortgage payments
- ✓ Other expenses as approved in advance by Commerce

3.2 Capital

- ✓ Construction
- ✓ Capital improvements
- ✓ Other expenses as approved by Commerce

3.2.1 Property Acquisition

- ✓ Property acquisition (only billable to Pre-Occupancy)

3.3 Operations

Operations expenses are directly attributable to the Shelter Program.

- ✓ Salaries and benefits for staff costs
- ✓ Office space, utilities, supplies, phone, internet, and training
- ✓ Equipment
- ✓ Shelter supplies

3.3.1 Financial Assistance

Financial assistance must be paid directly to a third party on behalf of the household.

3.3.1.1 Move-in Costs

One-time move-in costs may be paid to assist participants in moving into permanent or transitional housing destinations. Eligible costs include:

- ✓ First and last months' rent
- ✓ Housing security deposits
- ✓ Utility deposits
- ✓ Incentives paid to landlords
- ✓ Application fees, background check fees, credit check fees
- ✓ Other costs as approved in advance by Commerce

3.3.1.2 Flexible Funding

Flexible Funding is the provision of goods or payments of expenses which directly help a participant to obtain or maintain housing or meet essential household needs.

Essential household needs means personal health and hygiene items, cleaning supplies, transportation passes and other personal need items.

Flexible Funding payments must be paid directly to a third party on behalf of the household.

3.3.1.3 Ineligible Expenses

- ✓ Ongoing rent/utility payments
- ✓ Retailer or merchant gift cards, vouchers or certificates that can be exchanged for cash or that allow the recipient to purchase alcohol or tobacco products.

3.3.2 Program Expenses

- ✓ Intake and assessment
- ✓ Housing support services
- ✓ Outreach services
- ✓ Data collection and entry
- ✓ General liability insurance and automobile insurance
- ✓ Other costs as approved in advance by Commerce

3.3.3 Ineligible Expenses

- ☒ Replacement or operating reserves

3.4 Administration

Allowable administrative costs benefit the organization as a whole and cannot be attributed specifically to the Shelter Program.

- ✓ Executive director salary and benefits
- ✓ General organization insurance
- ✓ Organization wide audits
- ✓ Board expenses
- ✓ Organization-wide membership fees and dues
- ✓ General agency facilities costs (including those associated with executive positions) such as rent, depreciation expenses and operations and maintenance

All amounts billed to administration must be supported by actual costs. This means:

- ✓ Billed directly, such as IT services that are billed by the hour.
- ✓ Shared costs that are allocated directly by means of a cost allocation plan.
- ✓ Costs related to executive personnel such that a direct relationship between the cost and the benefit cannot be established must be charged indirectly by use of an indirect cost rate which has been appropriately negotiated with an approved cognizant agency or by use of the 10 percent de minimus rate.

4 Allowable Interventions

4.1 Emergency Shelter

Emergency shelter provides short-term temporary shelter (lodging) for people experiencing homelessness.

4.1.1 Shelter Program Models

4.1.1.1 Drop-In Shelters

Drop-In Shelters offer night-by-night living arrangements that allow households to enter and exit on an irregular or daily basis.

4.1.1.2 Continuous-Stay Shelter

Continuous-Stay Shelters offer living arrangements where households have a room or bed assigned to them throughout the duration of their stay.

4.2 Service Delivery

Shelter Programs provide services oriented toward bringing people experiencing unsheltered homelessness inside, and exiting shelter participants to permanent housing and positive destinations quickly.

4.2.1 Rules and Policies

Shelter Programs must have realistic and clear expectations. Rules and policies must be narrowly focused on maintaining a safe environment for participants and the community and avoiding exits to homelessness. Shelter programs must have flexible intake schedules and require minimal documentation. At the minimum, people must not be screened out based on the following criteria:

- ✓ Having little or no income
- ✓ Having poor credit or financial history
- ✓ Having poor or lack of rental history
- ✓ Having involvement with criminal justice system²
- ✓ Having active or a history of alcohol and/or substance use³
- ✓ Having been impacted or affected by crime
- ✓ The type or extent of disability-related services or supports that are needed
- ✓ Lacking identification or proof of U.S. Residency Status
- ✓ Other behaviors that are perceived as indicating a lack of “housing readiness”, including resistance to receiving services
- ✓ If a program serves households with children, the age of a minor child cannot be used as a basis for denying any household’s admission to the program

Shelters may not have stay limits. Participants must not be exited to homelessness solely due to the number of days residing in shelter.

² Shelter Programs serving families with children may screen participants for sex offenses.

³ Sobriety/recovery focused Shelter Programs may limit enrollment to individuals seeking a sober/recovery focused environment.

Shelter Programs must not require participants to pay a share of rent or program fees.

Participants must not be terminated from the program for the following reasons:

- ✓ Failure to participate in supportive services or treatment programs
- ✓ Failure to make progress on a housing stability plan
- ✓ Alcohol and/or substance use in and of itself is not considered a reason for termination⁴

If a participant is terminated from the Shelter Program due to violating rules focused on maintaining a safe environment, there must be a process in place for the participant to re-enroll in the Shelter Program at a later date when the behavior has resolved.

4.2.2 Housing Stability Focused Services and Planning

Shelter Programs must offer housing stability focused services. Housing stability focused services are driven by the needs of the participant, are flexible, use a strengths-based approach and focus on obtaining stable housing.

Shelter Programs should assess each participant's needs and facilitate planning for stable housing. Assessments and housing stability planning should be documented.

Services may also include:

- ✓ Housing Identification Services: Recruit landlords to provide housing for Shelter Program participants and assist households with securing housing.
- ✓ Financial Assistance: Provide assistance to cover move-in costs and deposits.
- ✓ Case Management and Services: Provide services and connections to community resources⁵ that help participants obtain housing.

4.2.3 Diversion and Problem-Solving

Shelter Programs must employ Diversion and Problem-Solving. Diversion is a creative problem-solving approach to help participants resolve their housing crisis, ideally before entering the crisis response system. Diversion uses exploratory conversations to help participants identify realistic housing options based on their own resources. Diversion is often accompanied with short-term services including one-time financial or move-in assistance.

Diversion approaches are utilized prior to Shelter Program enrollment and throughout a participant's shelter stay.

4.2.4 Progressive Engagement

Shelter Programs must employ a Progressive Engagement approach in service delivery. Progressive Engagement means:

⁴ Does not apply to sobriety/recovery oriented Shelter Programs.

⁵ Community resources include behavioral health, chemical dependency, education or workforce training, employment services and permanent supportive housing.

- ✓ Initial assessment and services address the immediate housing crisis with the minimal services needed.
- ✓ Frequent re-assessment determines the need for additional services.
- ✓ Services are individualized and responsive to the needs of each participant.
- ✓ Participants exit to permanent housing or other positive destinations as soon as possible.
- ✓ Having already received assistance does not negatively impact a participant's eligibility if they face homelessness again.

4.2.5 Street Outreach

Street outreach is a strategy for engaging people experiencing homelessness who are otherwise not accessing services for the primary purpose of bringing them inside.

Shelter Programs must ensure street outreach is provided to people experiencing unsheltered homelessness with the goal of bringing them inside to the Shelter Program.

Street outreach must be linked to the county or regional CE by either performing mobile CE services (e.g. assessment) or by providing referrals to CE.

4.2.6 Racially Equitable Access and Outcomes

Shelter Programs must develop and implement strategies to prevent racial inequities in who is served and program outcomes. At a minimum, strategies must include:

- ✓ Hiring and promoting both frontline and management staff who reflect the racial, cultural and language demographics of the population being served.
- ✓ Implementing inclusive programming by intentionally seeking and utilizing input from the population being served.

Additional recommended strategies to promote equity in services:

- ✓ Affirmatively market the program.
- ✓ Outreach to and develop meaningful connections with Tribal communities, farmworkers and other marginalized communities.
- ✓ Provide interpretation services to ensure effective communication with people who have limited English proficiency.
- ✓ Translate all documents and marketing information (including website) into the most common languages spoken in the community.
- ✓ Offer flexible intake processes such as mobile, virtual and outreach-based intake.
- ✓ Ensure direct service staff have relevant cultural competency training and educational materials.

4.2.7 Coordinated Entry

Shelter Programs are not required but may elect to participate in the county or regional CE process.⁶ To support effective partnerships, grantees should actively create and maintain relationships with CE. Additionally, Shelter Programs should refer clients to CE when their needs cannot be met by the project.

Shelter Programs that elect to participate in the county or regional CE process must have a procedure that documents the referral process and comply with the [Washington State Coordinated Entry Guidelines](#).

⁶ If the county or regional CE requires Emergency Shelters and Drop-in Shelters to participate in the county or regional CE process, Emergency Shelters and Drop-in Shelters funded by the Shelter Program Grant must participate in the county or regional CE process by accepting referrals and must fill openings exclusively through the CE process.

5 Facility Requirements

5.1 Facility Types

5.1.1 Emergency Shelter Facility

An Emergency Shelter Facility is defined as a building locally permitted to provide emergency shelter for people experiencing homelessness. This includes re-use of existing buildings and new buildings. This designation requires a certificate of occupancy issued by the local jurisdiction.

5.1.2 Temporary Shelter Site

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. This designation requires use approval, as required by the local jurisdiction. This could be conditional or temporary use permits, or a zoning letter stating approvals required.

Temporary shelter structures referred to as “tiny shelters” or “tiny homes” are allowable facility types, in addition to other models approved by Commerce.

5.1.3 Other Facility Types

Hotels, motels, dormitories and efficiency dwelling units or apartments are allowable types of shelter facilities. Local permitting and occupancy requirements must be followed, as applicable.

Shelter Programs utilizing hotel/motels must ensure access to beds each day the program is operational.

5.2 COVID-19 Safety Measures

All shelters must implement applicable recommendations provided by the [Washington State Department of Health](#) and [Centers for Disease Control and Prevention](#) Guidance for Shared or Congregate Housing. Shelter facilities must obtain approval by the relevant local public health jurisdiction, Public Health Officer, County Medical Director or Department of Public Health Director prior to occupancy of the shelter.

5.3 Health and Safety

All shelter facilities must be structurally sound to protect occupants from the elements and not pose any threat to health or safety. Space and privacy in sleeping areas must ensure privacy and dignity.

Shelter facilities must be accessible for people who use wheelchairs or mobility devices and must provide reasonable accommodations, as needed.

All shelter facilities must provide:

- ✓ Access to hygiene facilities, including toilets, handwashing and garbage containers, all of which are serviced frequently
- ✓ Access to storage for the belongings of shelter guests
- ✓ Janitorial service/cleaning which ensures shelter space is hygienic and comfortable

- ✓ A bed for each participant that is in good condition with a clean and comfortable mattress, including bed linens⁷
- ✓ Cribs, bassinets and infant formula for participants with minor children, as needed

Shelter facilities should also provide:

- ✓ Personal hygiene products
- ✓ Access to kitchen facilities including a sink, refrigerator, stove, garbage containers and eating and cooking utensils
- ✓ Food and beverages and food that is in accordance with the participant's religious and cultural beliefs and personal practices
- ✓ Access to laundry facilities

5.4 Lead Based Paint

To prevent lead poisoning in young children, lead/subgrantees must comply with the Lead-Based Paint Poisoning Prevention Act of 1973 and its applicable regulations found at 24 CFR 35, Parts A, B, M and R.

⁷ Not required for hosted encampments. Sites utilizing tents must include clean, comfortable and warm sleeping accommodations, such as a sleeping bag and pad or cot.

6 Additional Requirements

6.1 HMIS

Shelter Programs must enter participant data into the Homeless Management Information System (HMIS) in accordance with the most current [HMIS Data Standards](#).

6.1.1 Data Quality

Shelter Programs are required to provide quality data to the best of their ability. Maintaining good data quality is important for effective program evaluation. Data quality has four elements: completeness, timeliness, accuracy and consistency.

For detailed data quality requirements see [Appendix E: HMIS Data Quality](#).

6.1.2 Consent for Entry of Personally Identifying Information

6.1.2.1 Identified Records

- ✓ Personally identifying information (PII)⁸ must not be entered into HMIS unless all adult household members have provided informed consent.
- ✓ Informed consent must be documented with a signed copy of the *Client Release of Information and Informed Consent Form* in the client file. If electronic consent has been received, a copy does not need to be printed for the client file but must be available in HMIS. If telephonic consent has been received, complete the consent form the first time the participant is seen in person.

6.1.2.2 Anonymous Records

The following types of records must be entered anonymously:

- ✓ Households in which one adult member does not provide informed consent for themselves or their dependents
- ✓ Households entering a domestic violence program or currently fleeing or in danger from a domestic violence, dating violence, sexual assault, human trafficking or a stalking situation
- ✓ Minors under the age of 13 with no parent or guardian available to consent to the minor's information in HMIS
- ✓ Households in programs which are required by funders to report HIV/AIDS status

6.1.2.3 Special Circumstances

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

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

⁸ PII includes name, social security number, birthdate, address, phone number, email and photo.

6.2 Ineligible Use of Funds

Lead/subgrantees must inform Commerce if grant funds are spent on ineligible expenses. Reasonable attempts must be made to prevent ineligible use of funds.

6.3 Personal Identifying Information

Personal identifying information must never be sent electronically unless sent via a secure file transfer. Request secure file transfer login credentials from Commerce.

6.4 Grievance Procedure

Lead/subgrantees must have a written grievance procedure for households seeking or receiving services which includes the participant's right to review decisions and present concerns to program staff not involved in the grievance.

This procedure must:

- ✓ Clearly describe how participants can request a review or report concerns
- ✓ Be accessible to all participants seeking or receiving services

6.5 Termination and Denial of Service Policy

Lead/subgrantees must have a termination and denial policy.

This policy must:

- ✓ Describe the reasons a household would be denied services and/or terminated from program participation
- ✓ Describe the notification process
- ✓ Ensure participants are made aware of the grievance procedure

6.6 Records Maintenance and Destruction

Lead/subgrantees must maintain records relating to this grant for a period of six years following the date of final payment.

Paper records derived from HMIS which contain personally identifying information must be destroyed within seven years after the last day the household received services from the lead/subgrantee.

6.7 Nondiscrimination

Lead/subgrantees must comply with all federal, state, and local nondiscrimination laws, regulations and policies.

Lead/subgrantees must comply with the Washington State Law against Discrimination, RCW 49.60, as it now reads or as it may be amended. RCW 49.60 currently prohibits discrimination or unfair practices because of race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog or service animal by a person with a disability.

Lead/subgrantees must comply with the Federal Fair Housing Act and its amendments as it now reads or as it may be amended. The Fair Housing Act currently prohibits discrimination because of race,

color, national origin, religion, sex, disability or family status. The Fair Housing Act prohibits enforcing a neutral rule or policy that has a disproportionately adverse effect on a protected class.

Lead/subgrantees serving households with children must serve all family compositions. If a program operates gender-segregated facilities, the program must allow the use of facilities consistent with the participant's gender expression or identity.

Local nondiscrimination laws may include additional protected classes.

6.8 Accessibility

Lead/subgrantees must ensure effective communication with people with disabilities, including access to all appropriate auxiliary aids and services necessary (e.g. braille, large type, assistive listening devices and sign language interpreters).

Lead/subgrantees must ensure effective communication with people who speak other languages, have limited English proficiency, and/or have limited literacy abilities, as is locally appropriate.

6.9 Providing Move-In Assistance

Lead/subgrantees providing move-in assistance must ensure participants receiving move-in assistance have rental agreements in place prior to move-in and provide information on the Washington Residential Landlord Tenant Act. See [Appendix D: Requirements for Providing Move-In Assistance](#) for detailed requirements.

7 Appendices

7.1 Appendix A: Required Policies and Procedures

- ✓ Coordinated Entry Procedure, if applicable ([Section 4.2.7](#))
- ✓ Grievance Procedure ([Section 6.4](#))
- ✓ Termination and Denial of Service Policy ([Section 6.5](#))

7.2 Appendix B: Performance Goals

7.2.1 Overview

Performance measures help evaluate the effectiveness of the Shelter Program Grant. The current contract period will serve to gather baseline data and may inform renewal of Shelter Program Grant funding.

Projects are not required to meet or make progress towards performance targets as a condition of funding for the current contract period. Project performance data will impact community and state level performance measures.

Commerce has identified the following as the most critical performance measures for the Shelter Program:

- ✓ Increasing Exits to Permanent Housing
- ✓ Increasing Percent Exits to Positive Outcomes
- ✓ Reducing the Length of Stay
- ✓ Equitable Access and Outcomes

7.2.2 Housing Outcome Performance Goals

Lead/subgrantees should aim to improve the housing outcomes of Shelter Program Grant participants. For each intervention type funded by the Shelter Program Grant, lead/subgrantees should adopt the following performance goals.

Intervention Type	Performance Goal	HMIS Calculation	Performance Target ⁹
Emergency Shelter	Increase Percent Exits to Permanent Housing	Of people in the ES project who exited, those who exited to permanent housing destinations	50%
Drop-in Emergency Shelter ¹⁰	Increase Percent Exits to Positive Outcomes	Of people in the ES project who exited, those who exited to Positive Outcome destinations	50%
Temporary Shelter	Increase Percent Exits to Positive Outcomes	Of people in the Other project who exited, those who exited to Positive Outcome destinations	50%

⁹ The target is the level of desirable performance and is an indicator of a high performing project.

¹⁰ 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.

Site ¹¹			
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

7.2.3 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
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

¹¹ 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.

Long-term care facility or nursing home	Positive Outcome	Removed from denominator
Host Home (non-crisis)	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
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

7.2.4 Equitable Access and Outcomes

Lead/subgrantees should ensure equitable access to the Shelter Program and equitable housing outcomes of Shelter Program participants.

Equitable Access

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.

Access Data Example:

	Percent of Total in Poverty in Community X	Percent of Total enrolled in Shelter Program
American Indian and Alaska Native	5%	1%
Asian	4%	4%
Black or African American	10%	1.2%
Hispanic or Latinx (of any race)	30%	5%
Native Hawaiian and Other Pacific Islander	1%	0.8%
White (Non-Hispanic / Non-Latinx)	50%	88%

This example data indicates that access to the Shelter Program is not racially equitable. American Indian and Alaska Native, Black or African American and Hispanic or Latinx community members are not accessing the Shelter Program at the expected rate.

Equitable Housing Outcomes

Equitable housing outcomes means that the outcomes of the Shelter Program participants should be similar, regardless of race or ethnicity.

Outcome Data Example:

	Percent of exits to Permanent Housing
<i>All Program Participants</i>	55%
American Indian and Alaska Native	43%
Asian	58%
Black or African American	40%
Hispanic or Latinx (of any race)	54%
Native Hawaiian and Other Pacific Islander	50%
White (Non-Hispanic / Non-Latinx)	60%

This example data indicates that Shelter Program outcomes are not racially equitable. American Indian and Alaska Native, Black or African American, and Native Hawaiian and Other Pacific Islander shelter participants are exiting to permanent housing at a significantly lower rate than White shelter participants.

7.3 Appendix C: HMIS Data Quality

Shelter Programs are required to provide quality data to the best of their ability. Maintaining good data quality is important for effective program evaluation. Data quality has four elements: completeness, timeliness, accuracy and consistency.

7.3.1 Completeness

Completeness of data is measured by the percentage of incomplete fields in required data elements.

Shelter Programs are expected to collect **first name, last name, date of birth, race and ethnicity** from participants that give consent on the [HMIS consent form](#). **Shelter Programs will never require a participant to provide this information even if they have consented, but should gather it to the best of their ability.**

All participants, consenting and non-consenting, must have complete **prior living situation and exit destination** data.

Examples of incomplete entries:

Incomplete Entries	
Data Element	Incomplete if...
Name*	[Quality of Name] field contains Partial, Street name, or Code name, Client doesn't know, Client refused or Data not collected; or [First Name] or [Last Name] is missing.
Date of Birth*	[Quality of DOB] field contains Approximate, Partial DOB reported, Client doesn't know, Client refused or Data not collected; or [Date of Birth] is missing.
Race*	[Race] field contains Client doesn't know, Client refused, Data not collected, or is missing.
Ethnicity*	[Ethnicity] field contains Client doesn't know, Client refused, Data not collected, or is missing.
Prior Living Situation	[Prior Living Situation] is client doesn't know, client refused, data not collected, or is missing.
Destination	[Destination] is Client doesn't know, Client refused, No exit interview completed, Data not collected, or is missing.

*Only measured for consenting participants.

Expected completeness measures for project types:

Data Element	Emergency Shelter	Night-by-Night/Drop-in Emergency Shelter
Name*	85%	80%
Date of Birth*	85%	80%
Race*	85%	80%
Ethnicity*	85%	80%
Prior Living Situation	85%	80%
Destination	80%	50%

*Only measured for consenting participants.

7.3.2 Timeliness

Participant data should be entered into HMIS as close to the date of collection as possible. Entering data as soon as possible supports data quality by avoiding backlogs of pending data and allowing near real time analysis and reporting.

Shelter Programs must enter/update project participant data in HMIS **within 14 calendar days** following the date of project enrollment/exit.

Counties not using the State HMIS (data integration counties), must work with the HMIS Manager to provide full CSV exports every six months. When Commerce is able to accept monthly imports, Counties must upload data to the State's HMIS using XML or CSV schema compliant with current HUD HMIS Data Standards. Uploads must occur no later than the 30th calendar day following the end of each month. Counties not able to export and upload data to the State HMIS using an approved format must use the State HMIS for direct data entry.

7.3.3 Accuracy

Data entered into HMIS must reflect the real situation of the participant as closely as possible.

Accurate data is necessary to ensure any project reporting fairly represents the work of the project and each participant's story.

Examples of data accuracy:

Elements of Data Accuracy	
Date of Birth and Project Start Date	Ensure the two are not the same dates.
Prior Living Situation data elements	Ensure responses for Prior living situation, Length of stay in prior living situation, Approximate date homelessness started, Number of times the client has experienced homelessness in the last 3 years, and Number of months experiencing homelessness in the last 3 years do not conflict with each other.
Disabling Condition	Ensure the Yes/No answer does not conflict with the specific types of disabling conditions.
Health Insurance	Ensure the Yes/No answer does not conflict with the specific types of health insurance.
Monthly Income	Ensure the Yes/No answer does not conflict with the specific sources of monthly income.
Non-Cash Benefits	Ensure the Yes/No answer does not conflict with the specific sources of non-cash benefits.
Relationship to Head of Household	Ensure there is only one Head of Household for any given household (including clients served individually) and that this element is entered and accurate for all household members.
Veteran Status	Ensure individuals under 18 years of age are not identified as veterans.
Project Population Specifics	Ensure that projects only serving individuals only enroll individuals and not multi-person households. Ensure that projects only serving families with children only enroll families with children. Ensure that projects only serving clients of a specific age range only enroll clients of that age range.

7.3.4 Consistency

Consistent data helps ensure that any reporting generated by a project is understood. Data consistency is important for effectively communicating the processes and outcomes of a project.

All data will be collected, entered and stored in accordance with the [Agency Partner Agreement](#).

All data elements and responses will be entered per the [HUD data Standards Manual](#). To avoid inconsistency, agencies should use language on intake forms that closely matches the elements and responses in HMIS.

Participants who refuse consent must be made anonymous per [Department of Commerce Guidance](#) and the [consent refused client entry guide](#).

7.4 Appendix D: Requirements for Providing Move-In Assistance

7.4.1 Washington Residential Landlord-Tenant Act

Lead/subgrantees must provide information on the Washington Residential Landlord Tenant Act ([RCW 59.18](#)) to participants receiving rent assistance.

For more information on this law, visit Washington Law Help, housing page, tenant rights at www.washingtonlawhelp.com.

7.4.2 Washington State's Landlord Mitigation Law

Washington State's Landlord Mitigation Law ([RCW 43.31.605](#)) became effective on June 7, 2018 to provide landlords with an incentive and added security to work with tenants receiving rental assistance. The program offers up to \$1,000 to the landlord in reimbursement for some potentially required move-in upgrades, up to fourteen days' rent loss and up to \$5,000 in qualifying damages caused by a tenant during tenancy. A move in/move out condition report is required for a landlord to receive reimbursement.

For more information, please visit the Commerce Landlord Mitigation Program [website](#).

7.4.3 Lead Based Paint

For ALL properties constructed prior to 1978, landlords must provide tenants with:

- ✓ Disclosure form for rental properties disclosing the presence of known and unknown lead-based paint;
- ✓ A copy of the "Protect Your Family from Lead in the Home" pamphlet.

Both the disclosure form and pamphlet are available on the [EPA's website](#).

It is recommended that Shelter Programs providing move-in assistance also share this information with participants.

7.4.4 Rental Agreements

Shelter Programs must ensure one of the following types of agreements are in place if move-in assistance is paid on behalf of a participant: Intent to Rent, Lease or Certification of Payment Obligation.

7.4.4.1 Intent to Rent

At a minimum, an Intent to Rent form must contain the following:

- ✓ Name of tenant
- ✓ Name of landlord
- ✓ Address of rental property
- ✓ Rent rate
- ✓ Signature of landlord/date

7.4.4.2 Lease

At a minimum, the lease or rental agreement between the participant and the landlord must contain the following:

- ✓ Name of tenant
- ✓ Name of landlord
- ✓ Address of rental property
- ✓ Occupancy (who gets to live at the rental)
- ✓ Term of agreement (lease start and end date)
- ✓ Rent rate and date due
- ✓ Deposits (if any and what for/terms)
- ✓ Signature of tenant/date
- ✓ Signature of landlord/date

7.4.4.3 Certification of Payment Obligation

A *Shelter Program Certification of Payment Obligation Form* is required for rent subsidies paid to a friend or family member who is not in the business of property management.



Shelter Program Grant Questions & Answers October 2020, Version 1

Shelter Program Guidelines, Forms and more:

<https://www.commerce.wa.gov/serving-communities/homelessness/office-of-family-and-adult-homelessness/shelter-program-grant/>

2.3.1 Reimbursement Rates

Q1. Is the \$56 per day based on household, person, or bed?

A1. The rate is based on the bed.

Q2. How many beds can be vacant for us to receive the full reimbursement?

A2. Up to 10% of the beds can be vacant in a given month to receive full reimbursement.

Within the first 12 months of operation, shelter programs can request reimbursement (\$56/rate) for empty shelter beds over the 10% vacancy rate if they have an approved exception from Commerce. This will only be granted in rare circumstances.

Note: The increase from the 5% vacancy rate to the 10% vacancy rate became effective 9/29.

Example 1

A Shelter Program operates 10 beds, 1 bed could remain empty for an entire month and the grantee can still seek the \$56 per day rate for reimbursement for that bed.

Example 2

If you have five beds available during the month of October, the five beds would have to be filled 90% of the time. This means at least 139 of the 155 days to receive full reimbursement. (31 days in October X 5 beds=155 days; 139/155= 90% filled (10% vacancy).

Q3. Beds must be ready for occupancy by December. Does this mean December 1?

A4. No, by December 31st.

Q4. What if we cannot have all the beds ready for occupancy by 12/31?

A5. The grant requires occupancy by 12/31/2020. If a program cannot meet this deadline, they need to submit a request for an exemption. If the delay is because of property acquisition, construction or rehab, submit a timeline and details for future occupancy.

Q5. Can hotel/motel expenses be billed to Pre Occupancy?

A5. Hotel/motel costs generally are billed to *Post Occupancy* at the \$56 per day bed rate. Please check with your Grant Manager before billing to Pre Occupancy.

Q6. We will have some new beds created by December 2020, but want to add more beds eventually. They probably will not be added for another 4-5 years. Can we use this grant for costs associated with creating those?

A6. No, this is outside of the grant terms and we could only reimburse for the 5 new beds.

2.3.2.1 Back-up Documentation

Q1. I see we need to submit a Shelter Program Enrollment Report with each invoice. Why?

A1. The report shows Commerce occupancy data on the beds the grantee is requesting reimbursement for. We will use this to check that bed rates do not exceed \$56 per day.

3 Allowable Expenses

Q1. Can we pay for a full years' worth of hotel rooms to ensure access?

A1. No, the contract does not allow you to advance funds. Grantees can pay for one 'future month' as long as the cost is accrued during the current month.

5.1.3 Other Facility Types

Q1. How do we guarantee hotel/motel beds are available each day the program is operational?

A1. Programs are encouraged to enter into 6-12 month lease agreements or MOUs with hotel/motels.

Q2. Our provider has a strong relationship with local hotels/motels. We are confident households could get into rooms without entering into a long-term lease or agreement. Would this be allowable?

A2. No, hotel/motel rooms are not considered guaranteed unless an agreement is in place to secure rooms for program participants.

Q3. Are seasonal shelter beds allowable?

A3. No, the grant only funds permanent beds.

Domestic Violence of Benton & Franklin Counties
2021-SHELTER-DVS
Benton County
January 1, 2021 - December 31, 2022

Exhibit C

Shelter Operations	Comutation	Cost
Pre-Occupancy	Up to \$10,000 prior to occupancy	\$45,000.00
Shelter Operations	\$4,200 per month x 24 months	\$537,600.00
Total Contract Amount:		\$582,600.00

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	Mar 9, 2021
Subject:	District Court public defense contract with attorney John Gleason
Presenter:	n/a
Prepared By:	Denise Gerry
Reviewed By:	Eric Hsu
PA Review, Approval to Form:	☐ Yes ☐ No ☒ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
☒ Consent Agenda ☐ Public Hearing ☐ Scheduled Business	☐ Discussion Only ☐ Decision / Direction ☐ Sign Letter / Document ☐ Pass Motion ☒ Pass Resolution ☐ Pass Ordinance ☒ Execute Contract

Summary / Background Information

Benton County OPD is in need of additional attorney resources on its District Court team due to recent attrition and continued high open caseloads (due to the fact that virtually no trials were held in 2020). Attorney John Gleason has expressed interest in signing a contract with Benton County to provide public defense services in Benton County District Court. He is an experienced public defender in Washington State and would be able to immediately start providing such services with no supervision or mentoring needed. Additionally, since Benton County OPD is dealing with an unprecedented number of cases needing to be transferred to attorneys (due to recent attorney departures), Attorney Gleason has further agreed to immediately take on 45 District Court public defense cases (at the outset of his contract time) in return for a one-time payment of \$9,000 (at the rate of \$200/case, which is the rate that the "per case" conflict and overflow contracts in Benton County District Court are paid).

Fiscal Impact

None beyond budgeted

Recommendation

Approve resolution. Execute public defense contract with attorney John Gleason as proposed.

Suggested Motion

N/A – Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A CONTRACT WITH ATTORNEY JOHN GLEASON FOR PUBLIC DEFENSE SERVICES IN BENTON COUNTY DISTRICT COURT

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

WHEREAS, due to recent attrition and high caseloads it is necessary to contract with an additional attorney for public defense services; and

WHEREAS, attorney John Gleason has expressed interest in such a contract; and

WHEREAS, after a review and interview, it appears that attorney Gleason is well qualified to provide such services; **NOW, THEREFORE**

BE IT RESOLVED that the contract with attorney John Gleason, for public defense services in Benton County District Court, designated BCDC2122JMG001, commencing January 1, 2021 and expiring December 31, 2021, in the amount of \$6,375 a month in 2021 and \$6,500 in 2022, plus a one-time initial compensation in the amount of \$9,000 as a flat fee (payable by the end of March, 2021), to compensate attorney for an initial caseload of 45 District Court criminal cases that he will assume from the residual caseload of an outgoing OPD staff defense attorney, plus other allowable fees, costs, and reimbursements, 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

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL
REPRESENTATION TO INDIGENT PERSONS IN
BENTON COUNTY DISTRICT COURT
CONTRACT # BCDC2122JMG001**

CONTRACT SUMMARY			
Contract Type	Full – Monthly Compensation		
Contract Number	BCDC2122JMG001	Contract Holder	John M. Gleason
WSBA #	45180	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:	John M. Gleason		
Contract Slot Identifier: DCF-10			

THIS AGREEMENT is entered into by and between **John M. Gleason**, attorney at law, Washington State Bar Association # **45180** (“Attorney”) 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 **P.O. Box 2863, Mt. Vernon, WA 98273 (temporary address will be amended by the time Attorney starts accepted case appointments)**. Attorney's current local office telephone and fax numbers are **208-608-8351** and **no fax number** respectively; and Attorney's current office/work e-mail address is **John_m_gleason@outlook.fom**.

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.

a) 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.

b) Due to the extraordinary resource needs of Benton County’s Office of Public Defense (“OPD”) at the time of the execution of this Agreement mostly due to the COVID-19 pandemic and the resultant unavailability of trial dates for cases, Attorney agrees to accept an outsized initial caseload of 45 active cases re-appointed to him from the caseload of an attorney who is leaving employment with Benton County OPD (“Initial Caseload”).

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 substantiate 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 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.

Additionally, as compensation for the Initial Caseload that Attorney is to receive pursuant to section 7b), Attorney shall be paid a one-time flat fee of \$9,000.

All compensation shall be payable to: John. M. Gleason.

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

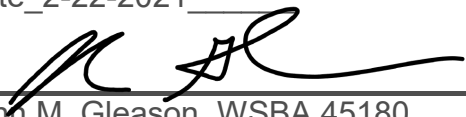


Eric Hsu (Feb 16, 2021 15:04 PST)

Eric Hsu
Public Defense Manager

ATTORNEY

Date 2-22-2021



John M. Gleason, WSBA 45180
*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:

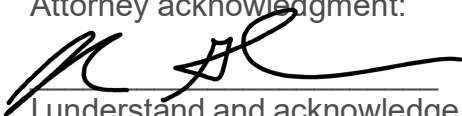
a. Metrics Monitoring will entail the collection of the following metrics specific to Attorney:

- 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:



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:	March 9, 2021
Subject:	Awarding the Purchase of Thermal Equipment to Talos Tactical, LLC for the Benton County Sheriff's Office
Presenter:	
Prepared By:	Lisa Small
Reviewed By:	Cdr. Law
PA Review, Approval to Form:	☐ Yes ☐ No ☒ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
☒ Consent Agenda	☐ Discussion Only ☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction ☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document ☐ Pass Ordinance
	☐ Execute Contract

Summary / Background Information

The Benton County Sheriff's Office (BCSO) works in rural and suburban areas during nighttime conditions when looking for both fleeing subjects and missing and/or endangered persons and often times the use of traditional lighting such as flashlights and spotlights is insufficient or ineffective in these conditions.

Thermal imaging cameras detect heat, enabling law enforcement professionals to see in complete darkness and requires no ambient light and retains clarity in any lighting condition, as well as, can help investigators at a crime scene look for and locate evidence of a crime.

The County-wide Procurement, Leasing, and Contracting Policy allows for purchases between \$10,000 and \$50,000 to be solicited from the MRSC vendor's list. The BCSO solicited a total of 27 vendors who are listed under the main-category – General Goods and sub-category – Police Supplies for the purchase of five (5) Trijicon IR-Patrol Thermal Monoculars and one (1) Trijicon Snipe-IR Thermal Clip-on with Rail Mount with the following results:

- Talos Tactical, LLC, West Richland, WA - \$49,988.51 including WSST
- Reliable Investments, LLC, Seattle, WA - \$52,149.72 including WSST & Shipping
- The Bunker Public Safety, Richland, WA - \$59,728.86 including WSST

Fiscal Impact

This purchase was approved under the Public Safety Sales Tax budget during the budget process.

Recommendation

Approve the attached Resolution authorizing the purchase of five (5) Trijicon IR-Patrol Thermal Monoculars and one (1) Trijicon Snipe-IR Thermal Clip-on with Rail Mount to Talos Tactical, LLC, West Richland, WA as the lowest responsible bidder for an amount not to exceed \$49,988.51 including WSST.

Suggested Motion

Approved as part of the Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING THE PURCHASE OF FIVE (5) TRIJICON IR-PATROL THERMAL MONOCULARS AND ONE (1) TRIJICON SNIPE-IR THERMAL CLIP-ON TO TALOS TACTICAL, LLC FOR THE BENTON COUNTY SHERIFF'S OFFICE

WHEREAS, the Benton County Sheriff's Office (BCSO) works in rural and suburban areas during nighttime conditions when looking for both fleeing subjects and missing and/or endangered persons and often times the use of traditional lighting such as flashlights and spotlights is insufficient or ineffective in these conditions; and

WHEREAS, the use of thermal imaging equipment is widely used in law enforcement both for public safety and the safety of law enforcement officers. Thermal imaging cameras detect heat, enabling law enforcement professionals to see in complete darkness and requires no ambient light and retains clarity in any lighting condition, as well as, can help investigators at a crime scene look for and locate evidence of a crime; and

WHEREAS, per Resolution 2020-991, the County-wide Procurement, Leasing, and Contracting Policy allows for purchases between \$10,000 and \$50,000 to be solicited from the MRSC vendor's list; and

WHEREAS, the Benton County Sheriff's Office solicited a total of 27 vendors who are listed under main-category – General Goods and sub-category – Police Supplies for the purchase of five (5) Trijicon IR-Patrol Thermal Monoculars and one (1) Trijicon Snipe-IR Thermal Clip-on with Rail Mount with the following results:

- Talos Tactical, LLC, West Richland, WA - \$49,988.51 including WSST
- Reliable Investments, LLC, Seattle, WA - \$52,149.72 including WSST & Shipping
- The Bunker Public Safety, Richland, WA - \$59,728.86 including WSST (as corrected)

WHEREAS, the BCSO reviewed the proposals and recommends awarding the purchase of said equipment to Talos Tactical, LLC, in the amount of \$49,988.51 including WSST as the lowest responsible bidder; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County Washington concurs with the recommendation and hereby awards the purchase of five (5) Trijicon IR-Patrol Thermal Monoculars and one (1) Trijicon Snipe-IR Thermal Clip-on with Rail Mount to Talos Tactical, LLC, West Richland, WA as the lowest responsible bidder for an amount not to exceed \$49,988.51 including WSST.

Dated this 9th day of March, 2021.

Chairman of the Board

Chairman Pro-Tem

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

Attest.....
Clerk of the Board

Orig: BCSO
cc: Auditor, Purchase file, Talos Tactical

Prepared by: L. Small

Talos Tactical, LLC

Invoice

4096 W Van Giesen, Suite C
West Richland, WA 99353

(509) 967-7200

SOLD TO:

Benton County
Todd Carlson

QUOTE NUMBER

QUOTE DATE

February 26, 2021

OUR ORDER NO.

YOUR ORDER NO.

TERMS

Net 30

SALES REP

Matt Cieslar

SHIPPED VIA

F.O.B.

PREPAID or COLLECT

COLL

SHIPPED TO:

Same

Sales Tax Rate:

8.60%

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
5	Trijicon IR Patrol 250 XR	7,499.99	\$37,499.95
1	Trijicon Snipe IR	8,529.99	8,529.99
	Prices reflect a 3% cash/check discount		
		SUBTOTAL	46,029.94
		TAX	3,958.57
		FREIGHT	
			\$49,988.51
			PAY THIS AMOUNT

DIRECT ALL INQUIRIES TO:
Matt Cieslar
(509) 967-7200
email: Matt@TalosTactical.com

MAKE ALL CHECKS PAYABLE TO:
Talos Tactical

THANK YOU FOR YOUR BUSINESS!



RELIABLE INVESTMENTS LLC

Q U O T E

801 2nd Avenue, Suite 800, Seattle, WA 98104
t. 18009184380 f. 8668111612

www.reliableinvestmentsllc.com

Number AAAQ1455

Date Feb 23, 2021

Sold / Bill To

Benton County Sheriff's Office
Todd Carlson
7122 W. Okanogan Place, Bldg. B
Kennewick, WA 99336
US

Ship To

Benton County Sheriff's Office
Todd Carlson
7122 W. Okanogan Place, Bldg. B
Kennewick, WA 99336
US

Your Sales Rep



Anthony Obiako
18009184380 ext 1
anthony@reliableinvestmentsllc.com

Phone 509-735-6555
Fax

Phone 509-735-6555
Fax

Terms

Due Upon Receipt

P.O. Number

Ship Via

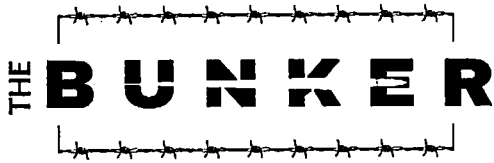
Best Way

Line	Qty	Description	Unit Price	Ext. Price
1	5	Trijicon IR-PATROL IRMO-250XR 60mm Thermal Monocular (SKU: IRMO-250XR) 4.5x Base Magnification/36x Digital Zoom, No Mount.	\$7,776.00	\$38,880.00
2	1	Trijicon SNIPE-IR 35mm Thermal Clip-on (SKU: IRCO-35) with Picatinny Rail Mount.	\$8,640.00	\$8,640.00
3	1	Lead time- 60 days	\$0.00	\$0.00
4	1	Quote valid until 3/23/2021	\$0.00	\$0.00
			SubTotal	\$47,520.00
			Tax	\$4,129.72
			Shipping	\$500.00
			Total	\$52,149.72

Payment Options

3.5% Fee will apply to all payments if made by credit card (Visa or MC accepted)
Classification: Small Business
Federal ID: 27-3968087
DUNS#: 969262505
Cage Code: 5KP50

This is a quote, not an invoice. Prices quoted are valid for 30 days from the day of the quote unless otherwise indicated. Tax is an estimate and is subject to changes in shipping address and applicable tax rates. Shipping and Handling charges will be applied if necessary at the time of the order. Quoted items are subject to availability and are not guaranteed to be in stock. Returned parts may be subject to restocking fees and Special Order parts may not be returnable. All purchases are subject to Reliable Investments LLC terms and Condition of sale, <https://reliableinvestmentsllc.com/terms-and-condition-of-sale/>



The Bunker Public Safety
225 Wellsian Way
Richland WA 99352
United States
info@bunkertricity.com
(509) 943-0269

Estimate

#EST07

2/22/2021

Bill To

Todd Carlson
Benton County Sheriff's Office
7122 W. Okanogan Place
Kennewick WA 99336
United States

Ship To

Todd Carlson
Benton County Sheriff's Office
7122 W. Okanogan Place
Kennewick WA 99336
United States

TOTAL
59,728.86
\$53,755.97
Expires: 3/24/2021

Sales Rep

E007 Kendra Harrer

Email

kendra@thebunkertactical.com

Phone

(509) 572-7056

Shipping Method

Quantity	Item	Tax	Rate	Amount
5	Trijicon IR-PATROL IRMO-250XR 60mm Thermal Monocular	Yes	\$8,999.99	\$44,999.95
1	Trijicon SNIPE-IR® 35mm Thermal Clip-On with Picatinny Rail Mount	Yes	\$9,999.00	\$9,999.00

Subtotal \$54,998.95

Tax Total (8.6%) \$4,256.92

Total ~~\$53,755.97~~

59,728.86



EST07

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 9, 2021
Subject:	Authorization to purchase tires utilizing OMNIA Contract No. 2019209 from Pasco Tire Factory
Presenter:	N/A
Prepared By:	S. Christen
Reviewed By:	M. McGhan
PA Review, Approval to Form:	☒ Yes ☐ No ☐ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed:
☒ Consent Agenda	☐ Discussion Only (1 st) ☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2 nd) ☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction ☐ Pass Ordinance
	☐ Sign Letter/Document ☒ Execute Contract

Summary / Background Information

The Equipment Rental and Revolving Fund has need to purchase various sized tires and tire related services throughout the year for equipment and vehicles managed by the E.R.&R. Fund. ER&R staff prefer to use Michelin, BF Goodrich and Uniroyal tires. Other brands have been used in the past and have not performed as well. Historically, we have purchased tires utilizing the Washington State DES Contract. Currently the State Contract does not include any of the preferred brands of tires.

Benton County is a member of OMNIA Partners, a cooperative purchasing group. The City of Meza, Arizona is also a member with OMNIA Partners and issued RFP No. 2019209 for Vehicle Tires, Accessories and Related Services to establish a national cooperative contract. Proposals were received and evaluated and the City of Mesa, OMNIA Partners and Michelin successfully negotiated Contract No. 2019209 that expires November 30, 2024. This contract with Michelin allows us to purchase Michelin, BF Goodrich and Uniroyal tires from an authorized Michelin dealer at government discounted prices. Therefore, a Purchase Agreement has been prepared with a local Michelin authorized dealer, Pasco Tire Factory, Inc. also dba Tire Factory Commercial and Tire Factory. The Agreement has been reviewed and approved by our deputy prosecuting attorney and has been signed by Pasco Tire Factory.

Fiscal Impact

Amount: not to exceed \$350,000.00

Fund: ER&R (0501-101) Purchases are made from the ER&R Fund and reimbursed by the department using the vehicle or equipment

Recommendation

The Fleet Superintendent recommends the Board approves the attached Purchase Agreement between Benton County and Pasco Tire Factory, Inc. dba Tire Factory Commercial and Tire Factory, an authorized Michelin dealer, utilizing the OMNIA Partners and City of Meza, Arizona Contract No. 2019209 for the purchase of as needed tires, accessories and related services with a Purchase Agreement amount not to exceed \$350,000 including WSST from this date through November 30, 2024.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PURCHASE OF VEHICLE TIRES, ACCESSORIES AND RELATED SERVICES FOR ER&R MANAGED EQUIPMENT AND VEHICLES FROM PASCO TIRE FACTORY, INC. ALSO DBA TIRE FACTORY COMMERCIAL AND TIRE FACTORY UTILIZING THE OMNIA PARTNERS AND CITY OF MESA, ARIZONA CONTRACT NO.2019209

WHEREAS, per Resolution 2020-749 dated October 20, 2020, the Board of Benton County Commissioners approved the agreement between Benton County and National Intergovernmental Purchasing Alliance Company dba/ OMNIA Partners to allow parties of said agreements to cooperatively purchase or acquire supplies, equipment, and materials under each other's contracts as needs arise; and

WHEREAS, the City of Mesa, Arizona is also a member with OMNIA Partners and issued RFP No. 2019209 for Vehicle Tires, Accessories and Related Services to establish a national cooperative contract for said supplies and services; and

WHEREAS, proposals were received and evaluated, and the City of Mesa, Arizona, OMNIA Partners, and Michelin successfully negotiated Contract No. 2019209 expiring November 30, 2024; and

WHEREAS, ER&R has a need to purchase various tires and tire related services for equipment and vehicles managed by ER&R and wish to utilize Contract No. 2019209 for their as needed tires, as further outlined in the attached Purchase Agreement between Benton County and the local authorized Michelin dealer, Pasco Tire Factory, Inc. also dba Tire Factory Commercial and Tire Factory and documents attached thereto, for an overall contract amount not to exceed \$350,000 including WSST; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby approves the attached Purchase Agreement between Benton County and Pasco Tire Factory, Inc. dba Tire Factory Commercial and Tire Factory, an authorized Michelin dealer, utilizing the OMNIA Partners and City of Meza, Arizona Contract No. 2019209 for the purchase of as needed tires, accessories and related services with a Purchase Agreement amount not to exceed \$350,000 including WSST; and

BE IT FURTHER RESOLVED, the attached Purchase Agreement shall commence upon signature of both parties and shall terminate November 20, 2024; and

BE IT FURTHER RESOLVED, expenditures shall be paid from the ER&R Fund and reimbursed by the department's budget who is using said vehicle or equipment; and

BE IT FURTHER RESOLVED, the Chairman of the Board is hereby authorized to sign the attached Purchase Agreement between Benton County and Pasco Tire Factory, Inc. also dba Tire Factory Commercial and Tire Factory.

Dated this _____ day of _____, 2021.

Chairman of the Board

Member

Attest.....
Clerk of the Board

Member

Constituting the Board of Commissioners
of Benton County, Washington

Orig: Purchasing Dept.
Cc: Auditors, PA

S. Christen

PURCHASE AGREEMENT

Benton County, Washington

Benton County is a political subdivision, with its principal offices located at 620 Market Street, Prosser, WA 99350

RESOLUTION No: _____

Resolution number must appear on all invoices, packing slips, packages, correspondence, etc.

Vendor: Pasco Tire Factory, Inc. DBA Tire Factory Commercial & Tire Factory
An Authorized Michelin dealer

Vendor Code: 717550, 717551 & 960102

Vendor Contact: Ryan Weld

Vendor Contact Phone: 509-547-1724

Vendor Principal Place of Business: Pasco, WA & Richland, WA

Ship To: Benton County Road Dept.
14303 N. Hinerling Rd, Prosser, WA
and
102808 Wiser Parkway, Kennewick, WA
Delivery location will be specified at time of order.

Bill To:
Benton County Public Works
P. O. Box 1001
Prosser, WA 99350

AGREEMENT:

In exchange for the consideration identified herein, the Vendor agrees to provide the following to Benton County under the terms described.

Line	Description	Qty	Unit Price	Total Price
	Purchase Tires, Accessories, and Tire Related Services			
	through the use of the OMNIA Partners Contract No.			
	2019209 from the date last signed through			
	November 30, 2024 in an amount not to exceed			
	\$350,000	variable	as per OMNIA	
			Contract No. 2019209	
	Benton County OMNIA Partners Membership #2562889			

This Agreement shall commence on the date last signed and shall expire on November 30, 2024.

This purchase agreement incorporates by reference all terms and conditions issued off the OMNIA Partners Contract No. 2019209 between the City of Mesa, Arizona and Michelin.

Vendor signature on this purchase agreement certifies acceptance of this agreement and all terms and conditions, and supersedes any conflicting terms.

In case of conflict, the order of precedence is:

1. The OMNIA Partners Contract No. 2019209
2. This Purchase Agreement

Questions and Clarifications should be Addressed to Buyer Contact:

Contact: Michael McGhan
Address: P. O. Box 1001
Prosser, WA 99350
Phone: 509-786-5611
Email: michael.mcghan@co.benton.wa.us

Approved as to Form
(Deputy Prosecutor):


Reid Hay, Civil Deputy Prosecuting Attorney

By signing in the space provided, the parties hereby acknowledge the following:

- 1) The person executing the Agreement is authorized to enter into and undertake contractual financial obligations on behalf of his/her party;
- 2) The person executing this Agreement is authorized to do so by his/her party;
- 3)

The parties agree that they shall be bound by facsimile or electronic copies of Agreements (including purchase orders) and further agree that such copies shall constitute the original agreements(s) for all purposes.

Vendor Name (Print): Ryan W Wald Title: President Date: 2/26/2021

Vendor Signature: Ryan W Wald

Chairman

Benton County

Board of Commissioners: _____ Date: _____

Jerome Delvin, Chairman

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 9, 2021
Subject:	Awarding the Purchase of Pistols & Sights to Gunarama Wholesale, Inc. for the Benton County Sheriff's Office
Presenter:	
Prepared By:	Paul Schut
Reviewed By:	Cdr Law
PA Review, Approval to Form:	☐ Yes ☐ No ☒ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
☒ Consent Agenda ☐ Public Hearing ☐ Scheduled Business	☐ Discussion Only ☐ Decision / Direction ☐ Sign Letter / Document ☐ Pass Motion ☒ Pass Resolution ☐ Pass Ordinance ☐ Execute Contract

Summary / Background Information

The Benton County Sheriff's Office (BCSO) current inventory of pistols are reaching their end of life and needing to be replaced.

The County-wide Procurement, Leasing, and Contracting Policy allows for purchases between \$10,000 and \$50,000 to be solicited from the MRSC vendor's list. The BCSO solicited a total of 27 vendors who are listed under the main-category – General Goods and sub-category – Police Supplies for the purchase of seventy-two (72) Glock Pistols and seventy-two (72) Trijicon Sights with the following results:

- Gunarama Wholesale, Inc, Spokane, WA - \$27,777.71 including WSST & \$12,150.00 credit for trade-in of current pistol inventory

Fiscal Impact

This purchase to paid from Sheriff Equipment Replacement Fund # 0141-101.

Recommendation

Approve the attached Resolution authorizing the purchase of seventy-two (72) Glock Pistols and seventy-two (72) Trijicon Sights to Gunarama Wholesale, Inc., Spokane, WA as the lowest responsible bidder for an amount not to exceed \$27,777.71 including WSST.

Suggested Motion

Approved as part of the Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING THE PURCHASE OF SEVENTY-TWO (72) GLOCK PISTOLS & SEVENTY-TWO (72) TRIJICON SIGHTS TO GUNARAMA WHOLESALE, INC. FOR THE BENTON COUNTY SHERIFF'S OFFICE

WHEREAS, the Benton County Sheriff's Office (BCSO) current inventory of pistols are reaching their end of life and are needing to be replaced; and

WHEREAS, per Resolution 2020-991, the County-wide Procurement, Leasing, and Contracting Policy allows for purchases between \$10,000 and \$50,000 to be solicited from the MRSC vendor's list; and

WHEREAS, the Benton County Sheriff's Office solicited a total of 27 vendors who are listed under main-category – General Goods and sub-category – Police Supplies for the purchase of seventy-two (72) Glock Pistols & seventy-two (72) Trijicon Sights with the following results:

- Gunarama Wholesale, Spokane, WA - \$27,777.71 including WSST & \$12,150.00 credit for trade-in of current pistol inventory

WHEREAS, the BCSO reviewed the proposals and recommends awarding the purchase of said equipment to Gunarama Wholesale, Inc., in the amount of \$27,777.71 including WSST & \$12,150.00 credit for the trade-in of current pistol inventory as the lowest responsible bidder; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County Washington concurs with the recommendation and hereby awards the purchase of seventy-two (72) Glock Pistols and seventy-two (72) Trijicon Sights to Gunarama Wholesale, Inc., Spokane, WA as the lowest responsible bidder for an amount not to exceed \$27,777.71 including WSST & \$12,150.00 credit for the trade-in of current pistol inventory.

Dated this 9th day of March, 2021.

Chairman of the Board

Chairman Pro-Tem

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

Attest.....
Clerk of the Board

GW-LE

Gunarama Wholesale Inc Law Enforcement Equip.

Law Enforcement Firearms ~ Ammunition ~ Accessories ~

David Henry, Sales
4009 E. Mission Ave - Spokane, WA. 99202

Tel 509-535-3040 ext.136
Toll free 800-223-2520 ext.136

Benton County Sheriff's Office

7122 W. Okanogan Place, Bldg. B
Kennewick, WA 99336

Phone:

Email:

QUOTATION

Date 2/10/2021
Valid to 10-May-21
Quote # BentonCo.Glok021021
Page 1 of 1
Reference # County Bid 2 20-37

Est. Delivery Date: 90-120 days ARO

Delivery Via: Best Way

Item #	Qty	Description	Unit Cost	Extension
1	68	Glock Gen-5 G17 MOS, 9mm with Fixed Sights & Front Serrations 3-17 Round Magazines, Cleaning Rod/Brush and Lock	\$429.00	\$29,172.00
2	2	Glock Gen-5 G19 MOS, 9mm with Fixed Sights & Front Serrations 3-15 Round Magazines, Cleaning Rod/Brush and Lock	\$429.00	\$858.00
3	2	Glock Gen-5 G45 MOS, 9mm with Fixed Sights & Front Serrations 3-17 Round Magazines, Cleaning Rod/Brush and Lock	\$429.00	\$858.00
4	72	Trijicon Suppressor Height Night Sight Set, Glock 9mm Front White Outline, Rear Black Outline P/NGL201-C-600659	\$95.00	\$6,840.00
Department Purchase Order and Current Federal Excise Tax Form are Required				
Department Trade-In Weapons				
4	-74	Smith & Wesson M&P 40L 1.0, 4.25" Pro Series With Night Sights and Three Magazines	\$150.00	(\$11,100.00)
5	-6	Smith & Wesson M&P 40 1.0, 4.25" w/Night Sights and 3 Magazines	\$150.00	(\$900.00)
6	-1	Smith & Wesson M&P 40C 1.0, 4" w/Night Sights and 3 Magazines	\$150.00	(\$150.00)
Note :All guns must be in working condition with no missing parts. Dept. to supply a letter with shipment that guns have been inspected by an armorer and are safe and functional.				
Freight: Shipped Pre-Paid From The Factory				
Sub Total				\$25,578.00
Washington State Sales Tax @ 8.6%				\$2,199.71

Departmental prices do not include sales tax or FET (where applicable).

Departmental prices are Net 30 days for each invoice.

Deductions will be made if trade-in weapons are damaged or not as specified.

Trade-in pistols must be complete with three magazines, sights and grips,
unless otherwise noted.

Shipping Costs of Trade-in Weapons are the Department's Responsibility.

Trade-in weapons must be turned in within 30 days after receipt of new
pistols unless other arrangements are made.

Manufacturer's Warranty ONLY applies to all products, if so warranted.

Total \$27,777.71

David Henry

Authorized Signature - David Henry

davidh@gw-le.com

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date: March 9, 2021		
Subject: Training LIT		
Presenter: Josie Delvin		
Prepared By: Josie Delvin		
Reviewed By:		
Type of Agenda Item:	Type of Action Needed:	
☐ Consent Agenda	☐ Discussion Only (1 st)	☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2 nd)	☒ Pass Resolution
☒ Scheduled Business	☐ Decision/Direction	☐ Pass Ordinance

Summary / Background Information

The Clerk is requesting this LIT so that we can hire a person to place them in training with an employee that is taking advantage of the early retirement. This item is to be used only for the 2021-2022 budget cycle.

Fiscal Impact

None, funds are currently available in the retiring employees' line item

Amount:

Fund:

Recommendation

The Benton County Clerk recommends passing the resolution for employee training line item.

Suggested Motion

The Benton County Board of County Commissioners moves to approve the resolution as presented by the Clerk to create 1 training line item for the 2021-2022 budget cycle.

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 NUMBER 106

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 _____ 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, File,

Prepared by: J. Delvin

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Clerk

Dept Nbr: 106

Fund Name: Public Safety Tax

Fund Nbr: 0148101

TRANSFER FR 106

TRANSFER TC 106

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
512.300	1224	LPA III	\$3,100	512.300	1206	LPA III - Trainee	\$3,100
TOTAL			\$3,100	TOTAL			\$3,100

Explanation:

We are requesting this LIT so that we can hire people and place them in training with the employees that are taking advantage of the early retirement. These line items are to be used only for the 2021-2022 budget cycle. The trainee will be moved to the permanent line item once the current employee retires on April 1, 2021. The LPA III the trainee will be at a grade 6. This position is governed by the Courthouse bargaining unit.

Prepared by: Josie Delvin

Date: 23-Feb-2021

Approved



Denied



Date: _____

Chairman_____
Member_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 9, 2021		
Subject:	Authorization for the Corrections Department to purchase vehicles from Columbia Ford utilizing WA State Contract 05916 and place them in the ER&R Replacement Program		
Presenter:	M. McGhan and Chief Souza		
Prepared By:	S. Christen		
Reviewed By:	M. McGhan		
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 ☐ Public Hearing ☒ Scheduled Business	☐ Discussion Only (1 st) ☐ Discussion Only (2 nd) ☐ Decision/Direction ☐ Sign Letter/Document		
	☐ Pass Motion ☒ Pass Resolution ☐ Pass Ordinance ☒ Execute Contract		

Summary / Background Information

The Corrections Department operates five vehicles that have reached the point where maintenance costs are beyond the value of the vehicle and are in need of replacement. Currently, the five vehicles are not in the ER&R replacement program, however, per Resolution 2020-808, which adopted the new ER&R Fund Policy, all vehicles purchased will be managed and maintained by ER&R. Therefore, the new vehicles will be placed in the ER&R replacement program. The vehicles to be replaced are as follows:

- #C07-13 a 2007 Chevrolet Van with 90,030 miles:
to be replaced with a 2021 Ford Transit Full-Size Cargo Van at a cost of \$43,915.01 including WSST.

These four vehicles are to be replaced with the two vehicles listed:

- #C05-01 a 2005 Chevrolet Impala with 167,317 miles,
- #C05-02 a 2005 Chevrolet Impala with 72,808 miles,
- #C09-10 a 2009 Dodge Charger with 60,793 miles,
- #C12-11 a 2012 Dodge Charger with 80,079 miles,

one (1) 2021 Ford Escape at a cost of \$27,321.14 including WSST and,
one (1) 2021 Ford Explorer at a cost of \$33,612.67 including WSST.

Columbia Ford, Longview, WA is the current state contract vehicle vendor and has all three vehicles available for purchase off Washington State Contract No. 05916. The County is a member of other Cooperative Purchasing groups, such as Sourcewell and HGAC. Staff has checked to see if a better price could be obtained utilizing another purchasing group, however these vehicles are not available on those contracts.

A Purchase Agreement has been prepared, reviewed and approved by our Deputy Prosecuting Attorney, and signed by Columbia Ford.

Fiscal Impact

Amount: \$104,848.82 including WSST

Fund: Capital Projects Fund

Recommendation

The Fleet Superintendent recommends the Board approve the purchase of one 2021 Ford Transit Van, one 2021 Ford Escape and one 2021 Ford Explorer in an amount not to exceed \$110,000.00 including WSST from Columbia Ford utilizing Washington State Contract No. 05916 and place the vehicles in the ER&R replacement program.

Suggested Motion

I hereby approve the purchase of the three vehicles for use by the Corrections Department from Columbia Ford utilizing the Washington State Contract in an amount not to exceed \$110,000. These vehicles will be purchased from the Capital Projects Fund and placed in the ER&R replacement program.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PURCHASE OF ONE (1) 2021 FORD TRANSIT VAN, ONE (1) 2021 FORD ESCAPE AND ONE (1) 2021 FORD EXPLORER FROM COLUMBIA FORD UTILIZING WASHINGTON STATE CONTRACT NO. 05916 FOR USE BY THE CORRECTIONS DEPARTMENT

WHEREAS, five vehicles operated by the Corrections Department have reached the point where maintenance costs are beyond the value of the vehicle and are in need of replacement; and

WHEREAS, in accordance with the *Benton County Road Department Equipment Rental and Revolving Fund (ER&R) Policy and Procedures*, all vehicles purchased will be managed and maintained by ER&R; and

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

WHEREAS, the vehicles being replaced are as follows, in accordance with the attached quotes:

- #C07-13 a 2007 Chevrolet Van:

to be replaced by one (1) 2021 Ford Transit Full-Size Cargo Van at a cost of \$43,915.01 including WSST; and

these four (4) vehicles:

- #C05-01 a 2005 Chevrolet Impala,
- #C05-02 a 2005 Chevrolet Impala,
- #C09-10 a 2009 Dodge Charger,
- #C12-11 a 2012 Dodge Charger:

to be replaced by:

one (1) 2021 Ford Escape at a cost of \$27,321.14 including WSST and,
one (1) 2021 Ford Explorer at a cost of \$33,612.67 including WSST.

WHEREAS, a Purchase Agreement has been prepared to allow the purchase of these vehicles utilizing Washington State Contract No. 05916; has been approved by our Deputy Prosecuting Attorney; and has been signed by Columbia Ford; and

WHEREAS, the Fleet Superintendent recommends the purchase of the above vehicles utilizing the Washington State Contract; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the Fleet Superintendent's recommendation and approves the Purchase Agreement for the purchase of one (1) 2021 Ford Transit Van, one (1) 2021 Ford Escape and one (1) 2021 Ford Explorer, with the total not to exceed \$110,000.00 including WSST from Columbia Ford, Longview, WA, utilizing Washington State Contract No. 05916; and

BE IT FURTHER RESOLVED, the Board of County Commissioners is hereby authorized to sign said Agreement; and

BE IT FURTHER RESOLVED, the new vehicles will be purchased from the Capital Projects Fund and placed in the ER&R replacement program.

Dated this 9th day of March, 2021.

Chairman of the Board

Chairman ProTem

Member
Constituting the Board of Commissioners
of Benton County, Washington

Attest _____
Clerk of the Board

Benton County is a political subdivision, with its principal offices located at 620 Market Street, Prosser, WA 99350

Resolution number must appear on all invoices, packing slips, packages, correspondence, etc.

Benton County Public Works Department
P. O. Box 1001
Prosser, WA 99350

In exchange for the consideration identified herein, the Vendor agrees to provide the following to Benton County under the terms described.

	Total Price
--	-------------

SUB TOTAL =	\$ 96,724.00
SALES TAX =	8,124.82
TOTAL ORDER =	\$ 104,848.82

Contact: Michael McGhan
Address: 102808 Wiser Parkway
Kennewick, WA 99338
Phone: 509-539-4769
Email: michael.mcghan@co.benton.wa.us

Reid Hay, Civil Deputy Prosecuting Attorney

By signing in the space provided, the parties hereby acknowledge the following:

- 1) The person executing the Agreement is authorized to enter into and undertake contractual financial obligations on behalf of his/her party;
- 2) The person executing this Agreement is authorized to do so by his/her party;
- 3)

The parties agree that they shall be bound by facsimile or electronic copies of Agreements (including purchase orders) and further agree that such copies shall constitute the original agreements(s) for all purposes.

COLUMBIA FORD

Vendor Name (Print): MARIE TELLINGHUIS Title: GOVT CONTRACTS Date: 02/17/2021

Vendor Signature: Marie Tellinghuis

Chairman

Benton County

Board of Commissioners: _____ Date: _____
Jerome Delvin, Chairman

Member

Benton County

Board of Commissioners: _____ Date: _____
Shon Small, Pro Tem

Member

Benton County

Board of Commissioners: _____ Date: _____
Will McKay, Member

Shannon Christen

From: NOREPLY@des.wa.gov
Sent: Tuesday, February 9, 2021 10:24 AM
To: Michael McGhan
Cc: noreply@des.wa.gov
Subject: [EXTERNAL] Vehicle Quote - 2021-2-192 - BENTON COUNTY - 10300

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.

Vehicle Quote Number: 2021-2-192

[Create Purchase Request](#)

[View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 05916

Dealer: Columbia Ford (W403)
 700 7th Avenue
 Longview WA 98632

Dealer Contact: Marie Tellinghusen
 Dealer Phone: (360) 423-4321 Ext: 187
 Dealer Email: orders@colford.com

Organization Information

Organization: BENTON COUNTY - 10300

Email: michael.mcghan@co.benton.wa.us

Quote Notes:

Vehicle Location: KENNEWICK

Color Options & Qty

Extra Cost Ingot Silver M (UX) - 1

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2021-0418-001	2021 Ford Transit Full-Size Cargo Van	1	\$25,424.00	\$25,424.00
2021-0418-028	B2: MEDIUM ROOF T25, 9070# GVWR, Regular Length, 130in WB, 220in OL, 100.8in OH (R1C/101A/130WB)	1	\$4,349.00	\$4,349.00
2021-0418-029	B2: Long Length, 148in WB, 238in OL (148WB)	1	\$1,211.00	\$1,211.00
2021-0418-031	B2: All-Wheel Drive (AWD) Upgrade (Includes 3.73 Limited Slip #X7L) (R2C, CVA/R2D)	1	\$4,459.00	\$4,459.00
2021-0418-070	NEW: 50/50 Hinged Rear Door, 253-degree opening (in lieu of std. 183-degree opening) (Only available on long and extended length configurations) (18P)	1	\$73.00	\$73.00
2021-0418-075	Windows-All-Around, fixed (Includes rear window defroster) (Not available with Crew Van Seating options) (17F)	1	\$598.00	\$598.00
2021-0418-078	Privacy Glass -- Windows All-Around (Only available with #17F) (92E)	1	\$478.00	\$478.00

2021-0418-080 Alternative Engine, 3.5L V6 EcoBoost (Includes Auto Start-Stop Technology , 10-Speed Automatic Overdrive Transmission w/ SelectShift and Auxillary Transmission Oil Cooler, Single AGM Battery 70 amp-hr) (320 HP) (99G/44U)	1	\$1,697.00	\$1,697.00
2021-0418-086 Vehicle Maintenance Monitor (Includes Engine Hour Meter) (depending on engine, will display engine hour meter, oil life, oil level, tire pressure) (61C)	1	\$43.00	\$43.00
2021-0418-089 Extended Range 31-Gallon Midship Fuel Tank (Not compatible with Regular Length 130WB) (655)	1	\$273.00	\$273.00
2021-0418-098 Adaptive Cruise Control w/ Adjustable Speed Limiting Device (ASLD) [Keeps constant speed, plus automatically maintains a driver-inputted preset distance (or gap) from vehicles ahead] (60D)	1	\$570.00	\$570.00
2021-0418-105 NEW: B-Pillar Assist handle (passenger side) (standard on Low Roof Cargo Van) (41B)	1	\$24.00	\$24.00
2021-0418-107 NEW: Full Rear Compartment Lighting (Includes cargo area LED lights at C-Pillar, D-Pillar and mid-ship (extended length only) (Rear compartment LED switch is included) (C-Pillar LED lights are not included w/ crew van seating) (15F)	1	\$73.00	\$73.00
2021-0418-145 Auxillary Air-Conditioning and Heater, Front & Rear (driver-controlled) (Heat is distributed from rear of front-passenger seat; AC is distributed from rear of van) (Includes 1/2 Height Polypropylene Panels If Windows-All-Around #17F is also ordered) (Deletes Vinyl Flooring) (Not available w/ Load Area Protection Package #96D) (57G)	1	\$822.00	\$822.00
2021-0418-149 Audio Package: AM/FM, Bluetooth, dual USB ports, SYNC3 w/ 4in multi-function display, 4 speakers (58V)	1	\$268.00	\$268.00
2021-0418-154 Seats: Cloth (Dark Palazzo Grey or Ebony), 2-way manual (fore/aft/recline) driver and passenger with inboard armrests and driver-side manual lumbar. (Includes driver/passenger front and thorax airbags, PLUS driver/passenger front curtain airbags) (21L/21M)	1	\$110.00	\$110.00
2021-0418-205 Fire Extinguisher (DLR)	1	\$40.00	\$40.00

Quote Totals

Total Vehicles: 1
Sub Total: \$40,512.00
8.4 % Sales Tax: \$3,403.01
Quote Total: \$43,915.01

Contract Automobile Request System (CARS) Washington State Department of Enterprise Services

Organization Purchase Request Details

Organization Information

[Return to Org Requests](#)
Contract #: 05916 - Motor Vehicles**Quote #:** 2021-2-245**Status:** Submitted To Dealer**Submit Date:** 02-17-2021**Organization:** 10300 - BENTON COUNTY - 10300**Order Date:****Order Contact:** Michael McGhan**Expected Delivery Date:****Contact Phone:** 509-539-4769**Delivery Date:****Contact Email:** michael.mcghan@co.benton.wa.us**Cancel Date:****Organization Reference #:****Dealer:** Columbia Ford - W403**Organization PO #:****Dealer Address:** 700 7th Avenue**Dealer Contact:** Marie Tellinghiusen

Longview WA 98632

Dealer Phone: (360) 423-4321 Ext: 187**Dealer Email:** orders@colford.com**Internal Notes:****Comments To****Dealer:****Dealer****Reference #:** 21-0303 N340**Dealer** Please send a copy of your PO. 02/17/21 Revised to delete #030 XLT Trim Upgrade #200A (Rear**Comments:** Wheel Drive) (K7D/200A) \$3,165.00, added #002, #004 - info only

Color Options

Color Name	Quantity
Iconic Silver Metallic (JS)	1

Tax Exempt: N

Vehicle Options

Order Code	Order Code Description	Qty	Unit Price	Ext. Price
2021-0313-001	2021 Ford Explorer	1	\$28,317.00	\$28,317.00
2021-0313-002	INFORMATION ONLY: Columbia Ford offers a \$300 prompt payment discount if payment is remitted within 20 days of vehicle delivery.	1	\$0.00	\$0.00

2021-0313-003	INFORMATION ONLY: Below, all factory options are grouped together with Base, XLT or Hybrid Limited Trim Levels. You cannot mix-n-match between trim levels. The 2.3L EcoBoost Engine is standard w/ Base or XLT Trim Levels. The alternative 3.3L Ti-VCT Gasoline Engine is only available with 4WD Base Trim Level. The Hybrid Limited Trim Level includes the 3.3L Hybrid Engine and Hybrid Components. The Intelligent 4WD System option is available with all trim levels.	1	\$0.00	\$0.00
2021-0313-004	INFORMATION ONLY: Columbia Ford CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. \$500 cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. \$750 cancellation fee if vehicle has been delivered to customer and must be picked up by dealer and re-stocked into inventory. Absolutely NO cancellation if customer has licensed/registered vehicle. Upfits/Equipment ordered for vans, trucks, chassis cabs and police/fire vehicles will have a 10-30% re-stocking fee; custom bodies cannot be cancelled.	1	\$0.00	\$0.00
2021-0313-010	2021 Ford Explorer, Rear-Wheel Drive, Base Trim Level, 7-Passenger, 2.3L EcoBoost I-4 Engine w/ Auto Stop-Start Technology (300HP/310TQ), 10-Speed Automatic Transmission, P255/65R18 All-Season BSW Tires, 18in painted aluminum wheels (K7B/100A/99H/44T/TT7N) -- THIS IS THE BASE VEHICLE. Please review Vehicle Specifications for complete description.	1	\$0.00	\$0.00
2021-0313-011	Base Trim Only - Four Wheel Drive Model (includes Intelligent 4WD System, Terrain Management System and Hill Descent Control) (K8B)	1	\$1,942.00	\$1,942.00
2021-0313-012	Base Trim Only - Alternative Engine, 3.3L Ti-VCT Engine (Includes 10-Speed Automatic Transmission (Must also order 4WD Model #K8B) (Not available with XLT or HEV Limited Trim Levels) (No-Charge or Credit) (99B/44T)	1	\$0.00	\$0.00
2021-0313-013	Base Only - Class III Trailer Tow Package (52T)	1	\$538.00	\$538.00
2021-0313-208	Floor Mats, HD Rubber Molded, Front (Weather Tech) (DLR)	1	\$120.00	\$120.00
2021-0313-209	Floor Mats, HD Rubber Molded, 2nd row (Weather Tech) (DLR)	1	\$91.00	\$91.00

Request Totals

Total Vehicles:	1
Sub Total:	\$31,008.00
8.4 % Sales Tax:	\$2,604.67
Request Total:	\$33,612.67



From: NOREPLY@des.wa.gov
Sent: Thursday, February 11, 2021 10:50 AM
To: Michael McGhan
Cc: noreply@des.wa.gov
Subject: [EXTERNAL] Vehicle Quote - 2021-2-247 - BENTON COUNTY - 10300

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.

Vehicle Quote Number: 2021-2-247 [Create Purchase Request](#) [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 05916

Dealer: Columbia Ford (W403)
 700 7th Avenue
 Longview WA 98632

Dealer Contact: Marie Tellinghiusen
 Dealer Phone: (360) 423-4321 Ext: 187
 Dealer Email: orders@colford.com

Organization Information

Organization: BENTON COUNTY - 10300

Email: michael.mcghan@co.benton.wa.us

Quote Notes:

Vehicle Location: KENNEWICK

Color Options & Qty

Ingot Silver Metallic (UX) - 1

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2021-0311-001	2021 Ford Escape	1	\$21,795.00	\$21,795.00
2021-0311-011	S OPTION - All-Wheel Drive (AWD) (Includes 1.5L EcoBoost, Intelligent AWD System, 3.81 RAR) (2020MY: 26/31 MPG) (U9F/100A/996/448/TTVH)	1	\$2,848.00	\$2,848.00
2021-0311-013	S OPTION - (NEW) Mini Spare Wheel (mini spare tire, wheel nut wrench and jack) (replaces Tire Sealant Kit) (51U)	1	\$109.00	\$109.00
2021-0311-014	S OPTION - Splash Guards (factory) (63C)	1	\$207.00	\$207.00
2021-0311-205	Fire Extinguisher, 2.5# Chemical ABC Rated w/ Mounting Bracket (DLR)	1	\$35.00	\$35.00
2021-0311-207	Floor Mats, HD Rubber Molded, Front (Weather Tech) (DLR)	1	\$120.00	\$120.00
2021-0311-208	Floor Mats, HD Rubber Molded, Rear (Weather Tech) (DLR)	1	\$90.00	\$90.00

Quote Totals

Total Vehicles: 1

Sub Total: \$25,204.00

8.4 % Sales Tax: \$2,117.14

Quote Total: \$27,321.14

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	09 March 2021		
Subject:	TRIDEC 2021 Services Contract		
Presenter:	Adam J. Fyall		
Prepared By:	AJF		
Reviewed By:	AJF		
PA Review, Approval to Form:	☒ Yes ☐ No ☐ N/A <i>(If no, include reasoning for no approval)</i>		
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>		
☐ Consent Agenda	☐ Discussion Only	☐ Pass Motion	
☐ Public Hearing	☒ Decision / Direction	☒ Pass Resolutions	
☒ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance	
		☒ Execute Contracts	

Summary

After a short presentation, staff will seek direction on a new standard service agreement with TRIDEC.

Background

The Tri-City Development Council ("TRIDEC") is Benton County's designated "associate development organization", and in that role TRIDEC has had annual economic development services contracts with the County for many years. One example of the value and strength of the County/TRIDEC partnership came in just this past year with the invaluable assistance TRIDEC provided with implementation of the CARES Act grants and the movement of millions of dollars of relief funds into the community.

Staff will give a short presentation then seek approval of a 2021 contract. The agreement has been approved for form and signed by TRIDEC.

Fiscal Impact

\$80,000, to be paid from the Rural County Capital Fund.

Recommendation

Staff recommends continuing the beneficial relationship with TRIDEC and for signing the contract.

Motion

"I move for the County to enter into the standard service agreement with TRIDEC, and for the Chairman to be authorized to sign said agreement."

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A STANDARD SERVICE AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES WITH THE TRI-CITY DEVELOPMENT COUNCIL

WHEREAS, RCW 36.01.085 states that "It shall be in the public purpose for all counties to engage in economic development programs. In addition, counties may contract with nonprofit corporations in furtherance of this and other acts relating to economic development"; and,

WHEREAS, the Tri-City Development Council (TRIDEC) is a nonprofit corporation currently operating an economic development program within Benton County that promotes economic development and diversification, business recruitment and retention, and other marketing activities in Benton County and the Tri-Cities metropolitan area; **NOW THEREFORE**,

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners is hereby authorized to sign the standard service agreement for economic development services between Benton County and TRIDEC. The term of the contract shall be from the date of its execution by both parties, and terminating December 31, 2021. TRIDEC shall be compensated up to \$80,000.00 for completion of the contract, to be paid from the Rural County Capital Fund as allowed by RCW 82.14.370 and County policy.

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: BOCC file
cc: Auditor, Prosecutor (Godinez), Sustainable Development, TRIDEC

Prepared by: A.J. Fyall

STANDARD SERVICE AGREEMENT TERMS AND CONDITIONS

This Agreement is made and entered into by and between BENTON COUNTY, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, Washington 99350 (hereinafter "COUNTY"), and the TRI-CITY DEVELOPMENT COUNCIL (TRIDEC), a Washington nonprofit corporation, with its principal address at 7130 West Grandridge Boulevard - Suite A, Kennewick, Washington, 99336; (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Agreement consists of this Agreement and the following attached exhibits, which are incorporated herein by this reference:

- a. 2021 Plan of Work

2. DURATION OF CONTRACT

The term of this Agreement shall begin when executed by both parties, and shall expire on December 31, 2021.

3. SERVICES PROVIDED

- a. The CONTRACTOR shall perform economic development programs for the duration of this Agreement, including functions and services detailed in the attached 2021 Plan of Work ("Exhibit A") and made part of this Agreement, and other projects and programs that further promote and market Benton County for purposes of business recruitment, outside investment, tourism, and other related activities.
- b. More specifically, the CONTRACTOR shall develop and execute a regional marketing program that will include direct selling site visits to a minimum of three major metropolitan areas and include participation at two industry events focused on key market sectors for Benton County.
- c. The CONTRACTOR shall identify a representative to meet with the Benton County Administrator or his designee, a minimum of once per calendar quarter throughout the year to discuss

matters addressed in this Agreement and update the COUNTY as to the progress of meeting the economic development goals identified herein.

As the COUNTY'S "associate development organization", as designated by the COUNTY to the Washington State Department of Commerce, CONTRACTOR is eligible to receive certain funds from the COUNTY to finance certain personnel in economic development offices. To this end, all COUNTY funds provided under this Agreement are to be used for the purposes of funding CONTRACTOR personnel working to render the services described in Exhibit A.

4. CONTRACT REPRESENTATIVES

The parties' representatives are as follows:

- a. For CONTRACTOR: Laura Warr, Director of Finance
Tri-City Development Council
7130 West Grandridge Boulevard - Suite A
Kennewick, Washington 99336
509-735-1000
- b. For COUNTY: Adam J. Fyall, Sustainable Development Manager
Benton County
7122 West Okanogan Place
Kennewick, Washington 99336
509-736-3053

A party may change its representative by providing prompt written notice to the other party.

5. COMPENSATION & INVOICING

The parties acknowledge that COUNTY funding is made available to support CONTRACTOR personnel in their work on economic development services described in this Agreement, but also that the cost of such work is to be funded only partly by the COUNTY. The CONTRACTOR is obligated to obtain whatever funding is required to complete the 2021 Plan of Work. In order to partially fund the CONTRACTOR'S cost to perform the 2021 Plan of Work, the COUNTY agrees to pay the CONTRACTOR the sum of \$80,000.00. Four payments shall be made by the COUNTY: The first installment in the amount of \$20,000.00 will be for work performed during the first quarter of the year; the second installment in the amount of \$20,000.00 will be for work performed during the second quarter of the year; the third installment in the amount of \$20,000.00 will be for work performed during the third quarter of the year; and the fourth installment

in the amount of \$20,000.00 will be for work performed during the fourth quarter of the year. The CONTRACTOR shall submit an invoice to the COUNTY in the amount of \$20,000.00 on or after March 31, 2021; the CONTRACTOR shall submit a second invoice to the COUNTY in the amount of \$20,000.00 on or after June 30, 2021; the CONTRACTOR shall submit a third invoice to the COUNTY in the amount of \$20,000.00 on or after September 30, 2021; and the CONTRACTOR shall submit a fourth invoice to the COUNTY in the amount of \$20,000.00 on or before December 31, 2021. The COUNTY shall make payments within four weeks of receipt of each invoice from CONTRACTOR. Because the COUNTY'S funding source for support of this Agreement is governed by the statutory requirements of RCW 82.14.370, these funds may only be used by CONTRACTOR for personnel costs and may not be used for costs such as capital projects, travel expenses, or contracted consulting personnel.

6. AMENDMENT AND CHANGES IN WORK

No amendment, modification, or renewal of this Agreement shall be effective, unless set forth in a written amendment signed by both parties.

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

- a. **Workers Compensation:** CONTRACTOR shall comply with all Washington State Workers Compensation laws. 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, employers liability, commercial liability or commercial umbrella liability insurance.
- b. **Commercial General Liability Insurance:** CONTRACTOR shall maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than five-hundred thousand dollars (\$500,000) per occurrence. The general aggregate limit shall apply separately to this Contract and be no less than one million dollars (\$1,000,000). CONTRACTOR shall provide certificate of such insurance to COUNTY'S representative prior to start of work, with COUNTY as Certificate Holder.
- c. **Verification of Coverage and Acceptability of Insurers:** All insurance required under this CONTRACT shall be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports.

9. TERMINATION

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 invoices previously submitted in accordance with this Agreement and a pro-rata payment for the portion of the month for which services were rendered prior to the date any such termination is effective.

10. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Agreement, including, but not limited to, prevailing wage laws.

11. 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 race, color, creed, religion, national origin, age, sex, marital status, veteran status, or the presence of any disability.

12. DISPUTES

Differences over the CONTRACTOR'S performance will 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.

13. ENTIRE AGREEMENT

The parties agree that this Agreement is the complete expression of their agreement. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

14. 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 Article 4 above. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be effective three days following the date of mailing or immediately if personally served.

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

**Benton County
Board of Commissioners**

Tri-City Development Council

Jerome Delvin, Chairman

Karl Dye, President

Dated

Dated

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

Attest:

Clerk of the Board

Approved as to Form

Ryan K Brown
Deputy Prosecuting Attorney

14. 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 Article 4 above. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be effective three days following the date of mailing or immediately if personally served.

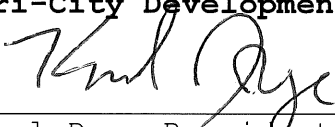
IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly constituted legal representatives and is effective on the last date signed.

**Benton County
Board of Commissioners**

Jerome Delvin, Chairman

Dated

Tri-City Development Council



Karl Dye, President

2/26/2021

Dated

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

Attest:

Clerk of the Board

Approved as to Form

Deputy Prosecuting Attorney

EXHIBIT A

TRI-CITY DEVELOPMENT COUNCIL 2021 PLAN OF WORK

TRIDEC has led regional economic development for over 40 years. TRIDEC represents our 4 cities, 3 ports, 2 counties and hundreds of private businesses as 1 Tri-Cities community.

MISSION

TRIDEC is a unifying voice that stimulates and sustains a vibrant regional economy by fostering economic growth and prosperity.

STRATEGIC OBJECTIVES

ECONOMIC DIVERSIFICATION

TRIDEC promotes economic diversification in the region by seeking to attract companies that provide family wage jobs and generate new wealth in the community.

TRIDEC's recruiting efforts will focus on companies that export products or provide services that bring capital to the region. Focusing on the base of our economy creates a multiplier effect that supports the local service and hospitality sectors and allow a quicker recovery from the impacts of the COVID pandemic.

Industry sectors targeted for recruitment will include food processing, logistics, advanced manufacturing, energy technologies and training activities.

To help attract companies to the Tri-Cities, TRIDEC will engage in the following:

- Advertising, External Communication and Recruitment Mailings.
- Lead Generation: Use the Whittaker SmartLeads Program to identify suitable and attractive companies looking at expansion or relocation.
- Attend trade shows/target industry events/site selector meetings as COVID restrictions are lifted.

TRIDEC champions a business climate and quality of place that enables the success of existing businesses.

Retention and Expansion of existing businesses, especially manufacturing, is the economic development engine of a community. TRIDEC's business retention and expansion program will continue to implement new and dynamic programs to grow our existing manufacturers.

To help retain and expand existing businesses, TRIDEC will:

- Continue to visit local manufacturers and businesses and develop relationships.
- Monitor the Federal Opportunity Zone Program and work with the Cities of Pasco and Kennewick to identify potential development projects that can utilize the incentives offered through the program.
- Promote accomplishments by area manufacturers in the TRIDEC e-newsletters and social media.
- Cooperatively lead an effort to build a local supply chain for small, micro and space modular nuclear reactors, equipment and advanced fuels with local businesses and manufacturers.
- Continue to provide office space to the Small Business Development Council (SBDC) and SCORE.

TRIDEC will, along with local and statewide organizations, advocate for state and national policies and legislation favorable to businesses such as tax and labor policies on topics such as income tax, B&O tax, manufacturing and research tax credits, minimum wage and overtime.

TRIDEC will actively monitor relevant state policies and issues that may impact the Tri-Cities, and will:

- Continue active participation in the Tri-Cities Legislative Council.
- Monitor and advocate for or against major policies or proposals that could have significant impacts or benefits on the greater Tri-City Region.
- Cultivate and maintain strong relationships with state legislators and agency officials.

TRIDEC supports a Tri-City economy that stimulates new ideas, attracts and retains talent, and supports a thriving entrepreneurial community.

TRIDEC encourages growth in entrepreneurial activity and the local technology sector, including the transfer of more technology to the local community from the Pacific Northwest National Laboratory. TRIDEC advocates to reduce barriers that contribute to local employers' difficulty in growing, attracting and retaining talent in the community.

To facilitate the above policies, TRIDEC agrees to:

- Support growth in the local startup community and facilities by actively promoting new companies and pairing them with strategic partners, helping them to build their social and business networks, assisting them with the development of marketing strategies, and helping them to navigate the business, political, and regulatory climate of the area
- Continue to support the Fuse Fund and assist the fund managers in identifying potential investments.

- Participate as a judge and sponsor in the Annual Richland Rotary Entrepreneurial Awards.
- Seek to connect our business members with local education and training partners to start building awareness for local career paths.

FEDERAL ADVOCACY

TRIDEC will aggressively advocate for programs and funding that lead to continued growth of world-class research and development activities at Pacific Northwest National Laboratory (PNNL).

TRIDEC believes that PNNL is an important economic engine for the community as well as a source for technology transfer and commercialization opportunities.

TRIDEC will continue to advocate for funding for the DOE programs of importance to PNNL.

TRIDEC will aggressively advocate for the policies and funding needed to accelerate cleanup and reduce risks at the Department of Energy's Hanford Site.

TRIDEC and the Tri-City community believe meaningful progress towards completing cleanup of the Hanford Site is a top priority.

In addition to funding, TRIDEC will advocate for thoughtful policies and regulatory approaches that reduce costs and expedite the reduction of risks to human health or the environment.

CREATIVE LEADERSHIP

TRIDEC, as the unifying voice of the community, will provide creative leadership on issues of economic importance to the Tri-Cities.

TRIDEC will act as a unifying voice on regional issues such as Hanford cleanup, future uses of Hanford lands, Columbia River shoreline reconveyance, local water discussion, BPA transmission upgrades and others as they arise.

TRIDEC will work closely with our regional economic development partners, including cities, counties, ports, area chambers of commerce, Visit Tri-Cities, and Higher education institutions to facilitate the greater mission of economic development.

#

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	03/09/2021
Subject:	Refunding 2006 Health Building Bond
Presenter:	Ken Spencer & Jim Nelson
Prepared By:	Ken Spencer
Reviewed By:	
PA Review, Approval to Form:	☐ Yes ☐ No ☒ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
☐ Consent Agenda ☐ Public Hearing ☒ Scheduled Business	☐ Discussion Only ☒ Decision / Direction ☐ Sign Letter / Document ☒ Pass Motion ☐ Pass Resolution ☐ Pass Ordinance ☐ Execute Contract

Summary / Background Information

The 2006 Health Building Bonds were refunded in 2018 at 3.03% with ending maturity of 2031. The current estimated rate is 1.46%, which would be a cost savings to the overall life of the bonds. The presentation today will outline the options for potential cost savings to the County.

Fiscal Impact

The cost savings are estimated at \$33,556 annually or \$351,491.50 over the life of the bond.

Recommendation

Move forward with bond refunding process.

Suggested Motion

Move forward with bond refunding due to favorable interest rates.



REFINANCING BONDS FOR INTEREST COST SAVINGS

March 9, 2021 8:00 AM

Jim Nelson

Senior Vice President

Phone: (206) 389-4062

Cell: (206) 713-9354

Email: jnelson@dadco.com



D|A|DAVIDSON

Columbia Center

701 Fifth Ave., Suite 4050

Seattle, WA 98104

www.davidsoncompanies.com/ficm

OVERVIEW

- The 2006 Bonds were issued for constructing the Benton Franklin Health District Center.
- On February 22, 2018, the 2006 Bonds were refinanced with a bank at a rate of 3.03%.
- The 2018 Refunding Bonds have a prepayment penalty of 0.50% times the principal amount (estimated to be \$20,000), assuming a Call Date between now and February 22, 2022. If the 2018 Refunding Bonds are Called on or after March 22, 2022, then there is no prepayment penalty.
- The estimated refinancing net borrowing cost is 1.46% (1).
- The estimated total net savings (with prepayment penalty) are \$351,491.50 (1).
- The estimated average annual savings (years 2022-2031) are \$33,556 (1).
- The estimated Net Present Value savings percent is 8.40% (1).
- (1) Preliminary and subject to change

INTEREST RATE CHART

Source: The Bond Buyer

Bond Buyer 20-Year General Obligation Index* (10 year history) *As of 3/5/2021*



*The "20-Bond G.O. Index" is comprised of 20 different issuers whose bonds have an average rating of AA/Aa2 that mature in the 20th year, non bank-qualified.

EST. SAVINGS WITH PREPAY PENALTY

As of March 4, 2021

Current Refunding of Benton County's 2018 Limited Tax General Obligation Refunding Bond

Assume Delivery Date of 7/7/2021, includes a prepayment penalty of approximately \$20,000.

Assume Call Date of 8/15/2021.

Period Ending	Principal (1)	Interest (1)	Annual Payments (1)	2018 3.03% Bond Payments	Annual Savings (1)
2021	\$0	\$44,520.00	\$44,520.00	\$60,448.50	\$15,928.50
2022	330,000	111,300.00	441,300.00	475,897.00	34,597.00
2023	335,000	101,400.00	436,400.00	470,140.50	33,740.50
2024	350,000	91,350.00	441,350.00	474,232.50	32,882.50
2025	365,000	80,850.00	445,850.00	477,870.00	32,020.00
2026	370,000	69,900.00	439,900.00	471,053.00	31,153.00
2027	375,000	58,800.00	433,800.00	469,084.50	35,284.50
2028	390,000	47,550.00	437,550.00	471,813.00	34,263.00
2029	405,000	35,850.00	440,850.00	474,087.00	33,237.00
2030	395,000	23,700.00	418,700.00	450,906.50	32,206.50
2031	395,000	11,850.00	406,850.00	443,029.00	36,179.00
Total	3,710,000	677,070.00	\$4,387,070.00	\$4,738,561.50	\$351,491.50
Est. All-In True Interest Cost (1):			1.46%		
Est. Average Annual Net Savings (last 10 years) (1):			\$33,556		
Est. Net Present Value Dollar Savings (1):			\$335,013		
Est. Net Present Value Savings % (1) (2):			8.40%		

(1) Preliminary and subject to change.

(2) A Refunding should achieve a Net Present Value savings percent that is 5% or greater.



D|A|DAVIDSON

EST. SAVINGS WITH NO PREPAY PENALTY

As of March 4, 2021

Current Refunding of Benton County's 2018 Limited Tax General Obligation Refunding Bond

Assume Delivery Date of 12/30/2021, NO prepayment penalty.

Assume Call Date of 3/22/2022.

Period Ending	Principal (1)	Interest (1)	Annual Payments (1)	2018 3.03% Bond Payments	Annual Savings (1)
2021	\$0	\$0.00	\$0.00	\$0.00	\$0.00
2022	330,000	111,290.00	441,290.00	475,897.00	34,607.00
2023	335,000	101,700.00	436,700.00	470,140.50	33,440.50
2024	350,000	91,650.00	441,650.00	474,232.50	32,582.50
2025	365,000	81,150.00	446,150.00	477,870.00	31,720.00
2026	370,000	70,200.00	440,200.00	471,053.00	30,853.00
2027	380,000	59,100.00	439,100.00	469,084.50	29,984.50
2028	390,000	47,700.00	437,700.00	471,813.00	34,113.00
2029	405,000	36,000.00	441,000.00	474,087.00	33,087.00
2030	395,000	23,850.00	418,850.00	450,906.50	32,056.50
2031	400,000	12,000.00	412,000.00	443,029.00	31,029.00
Total	3,720,000	634,640.00	\$4,354,640.00	\$4,678,113.00	\$323,473.00

Est. All-In True Interest Cost (1): 1.49%

Est. Average Annual Net Savings (last 10 years) (1): \$32,347

Est. Net Present Value Dollar Savings (1): \$309,026

Est. Net Present Value Savings % (1) (2): 7.75%

(1) Preliminary and subject to change.

(2) A Refunding should achieve a Net Present Value savings percent that is 5% or greater.



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BOND RATING GRADES

	S&P	Moody's
Highest/Best Quality	AAA	Aaa
High Investment Grade	AA+	Aa1
	AA	Aa2
	AA-	Aa3
Medium Investment Grade	A+	A1
	A	A2
	A-	A3
Low Investment Grade	BBB+	Baa1
	BBB	Baa2
	BBB-	Baa3

Source: S&P Global Ratings and Moody's Investors Service

A rating helps to achieve a lower interest cost.

Investors view the rating as an indication of risk.



Source: D.A. Davidson & Co.

FINANCIAL MANAGEMENT POLICY

A set of policies to achieve:

- ❖ financial integrity
- ❖ assist elected officials and staff
- ❖ provides continuity over time

Key strengths of the policy:

- ✓ Unrestricted Cash Goal
- ✓ Monthly Financial Reports
- ✓ Quarterly Budget Reports
- ✓ Financial Forecasting
- ✓ Use of a Capital Facilities Plan
- ✓ Regular updates to a Financial Management Policy

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