

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 the highlighted areas.

Notice: Meeting provided in-person, by live-broadcast and telephonically via WebEx as follows:

Live-Broadcast @ link below:

<https://www.co.benton.wa.us/agendalist.aspx?categoryid=1181>

AGENDA
BOARD OF BENTON COUNTY COMMISSIONERS
Regular Board Meeting
Tuesday, July 13, 2021
Benton County Courthouse, Prosser, WA

9:00 AM **Call to Order**

Pledge of Allegiance

Approval of Minutes

❖ **June 29, 2021**

Review Agenda

Consent Agenda

Auditor

- a. Surplus & Disposition of Personal Property ~ Facilities
- b. Surplus & Disposition of Personal Property ~ Various Depts.
- c. Memorializing the Current Fees Related to Recording of Large Format Maps

Commissioners

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

Human Services

- e. Agreement w/Division of Social & Health Services for Long Term Payable Procedure

Information Technology

- f. Two Year Contract w/One World Telecommunications to Upgrade Fiber Circuit Services

Juvenile

- g. Contract w/Career Path Services for Education Employment & Training Program
- h. Agreement w/Dept of Social & Health Services, Juvenile Rehabilitation Administration for Contract Consolidation
- i. Program Agreement w/Dept of Social & Health Services, Juvenile Rehabilitation Administration for Evidence Based Expansion Programs

Planning

- j. Grant Contract w/WA State Conservation Commission for Voluntary Stewardship Program Work Plan Implementation
- k. Agreement w/Benton Conservation District for Voluntary Stewardship Program Work Plan

Purchasing

- l. Rejecting Bids for the Hood & Fire Extinguisher Inspection and Testing Services
- m. Revising Inmate Benevolence Fund No. 0116-101; Rescinding Resolution 2021-009
- n. Contract w/C&E Trenching LLC for the Obsolete Bridge Removal Project
- o. Contract w/Granite Construction Co. for the Dallas Road Bike Path Project
- p. Accepting Work Performed by Mid-Columbia Construction, Inc dba Jesse's Lawn Maintenance
- q. Termination of Contract w/Kim, LLC dba/Tower Plaza Cleaners & Laundromat for Corrections Dept

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

Scheduled Business

Lease Agreement w/City of Prosser for Annex Building ~ R Blain

Update to Reopening Plan ~ A Morasch

Other Business

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Benton County Courthouse, Prosser, WA
Tuesday, June 29, 2021, 9:00 a.m.

Meeting provided in-person, by Video Live-Broadcast and Telephonically

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

Benton County Employees Present During All or a Portion of the Meeting: Deputy County Administrator Matt Rasmussen; Robert Heard, IT Manager; Lexi Wingfield, HR Manager; Robert Blain, Operations & Capital Programs; Adam Fyall, Sustainable Development Manager; Clerk Josie Delvin; Michelle Cooke, Assistant Planning Manager; Peter McEnderfer, Associate Planner; Treasurer Ken Spencer; Assistant HR Manager Karlee Ainsworth; Lorene Roe, Deputy Auditor; DPA Ryan Brown; Greg Wendt, Community Development Director.

Pledge of Allegiance

The Board recited the Pledge of Allegiance.

Approval of Minutes

The Minutes of June 22, 2021 were approved.

Agenda Review

The following items were added to Other Business:

- Cascade Natural Gas Rebate Application
- Apollo Mechanical Contractors – HVAC Contract
- WA Secretary of State Archives Grant Application – Planning Department

Consent Agenda

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

Auditor

- a. Representation Letter to the State Auditor for the 2019 Accountability Audit

District Court

- b. First Amended Agreement w/WA State Administrative Office of the Courts for Interpreting Services

Fairgrounds

- c. Agreement w/Benton-Franklin Fair Association for Temporary Pedestrian Bridge

Human Resources

- d. Pay Grievance Settlement Agreement and Release w/Teamsters 839

Human Services

- e. Fourth Amended Agreement w/Columbia Industries for Employment Services
- f. Fourth Amended Agreement w/ARC of Tri Cities for Employment Services
- g. Fourth Amended Agreement w/Compass Career Solutions for Employment Services
- h. Fourth Amended Agreement w/MRJN Associates for Employment Services
- i. Fourth Amended Agreement w/Responding to Autism Services for Employment Services
- j. Ratifying Grant Agreement w/Traum Ventures for Hotel Rooms Due to COVID-19 Outbreak
- k. Agreement w/Bradley Bricker for Order of Repayment
- l. Memorandum of Agreement w/Benton & Franklin Counties Regarding the Provision of Services

Juvenile

- m. Amendment No. 1 w/Aramark Correctional Services for Detention Food Services

Office of Public Defense

- n. Line Item Transfer, Fund No. 0000-101, Dept. 136

Public Works

- o. Memorandum of Understanding w/Public Utility District No. 1 for the Installation of an Electrical Pole @ the Moderate Risk Waste Facility
- p. Construction Plans for Dallas Rd / Arena Rd Traffic Safety Improvements & Authorization to Proceed

Purchasing

- q. Amendment No. 1 w/WA State Health Care Authority for Same Day Visit & Transportation Program
- r. Accepting Work Performed by Solid Structures for Mountain Park Storage & Maintenance Building Project
- s. Ratifying Change Order No. 1 w/Tyler Technologies for EnerGov Permitting Software
- t. Agreement w/WA Asso of Sheriffs & Police Chiefs for Registered Sex Offender Address Verification Program

Superior Court

- u. Interagency Agreement w/State of WA Administrative Office of the Courts for Interpreter Reimbursement Funding

Public Comment

None.

Long Term Care Discussion

Lexi Wingfield and Karlee Ainsworth discussed the Washington Cares Act and briefly discussed the following:

- WA Cares Fund – long term care program to be funded by payroll deduction - .58% of earnings
- \$36,500 – lifetime benefit for long term care
- Criteria - 18 years of age and WA resident – 10 years to vest and certain criteria – starting Jan. 1, 2022, without exemption
- If you do not want to participate in State program – an individual will need to purchase own qualified plan prior to November 1, 2021 and then apply for an exemption
- Exemption information is new with more information to come
- Unique opportunity – WCIF has a qualified plan they wanted to offer that would qualify as an exemption
- HR reviewed other offers and felt WCIF had a very competitive plan to offer
- No underwriting if between \$25,000 to \$150,000
- Long term care rider – life insurance plan with rider – would convert death benefit up to 25 months (up to 4%)
- Eligibility age – 18-64 – no underwriting w/limits; 65-70 – some underwriting
- Eligibility residence – portable - anywhere in US except if living in Oregon while working for Benton County
- Work status – 20 hours per week to qualify
- Completely voluntary – Benton County can offer the program, but the employee will need to pay the premium and submit exemption to ESD
- Dates to Remember
 - July 8 – WCIF census due
 - August 2 – special open enrollment begins
 - August 27 – special open enrollment ends – last day to purchase LTC through WCIF
 - Oct. 1 – exemption applications begin w/ESD
 - Oct. 31 – last day to purchase private policy
 - Jan. 1, 2022 – payroll deduction begins
 - Dec. 31, 2022 – exemption application deadline

The Board agreed to have HR move forward with pursuing the private option through WCIF.

Other Business

Planning Department – Washington Secretary of State Archives Grant

Michelle Cooke and Peter McEnderfer presented a grant opportunity through the Washington Secretary of State Archives office and requested authorization to pursue. They found out about the opportunity last week and the deadline for application was June 30. They requested to apply for a reimbursable grant up to \$30,000 entitled “Organize the File Room Grant”. This would assist them in getting their paper files on site and off site organized and ready for digitizing. If awarded

the grant, they would plan to apply for an additional grant the following year in an amount up to \$50,000.00 for digitizing their records. They did not anticipate a supplement would be needed, however, would need to move some money around in their budget.

MOTION: Commissioner Small moved to authorize the Community Development Director to sign the Organizing the File Room grant application as discussed. Commissioner McKay seconded and upon vote, the motion carried.

HVAC Contract with Apollo Mechanical Contractors

Robert Blain said bids were solicited for an HVAC-R Preventative Maintenance and As-Needed Contract and two bids were received. The bid was awarded to Apollo Mechanical Contractors and they just received back the signed contract. With current weather conditions, he wanted to get the contract in place prior to the other contract expiring on June 30.

MOTION: Commissioner Small moved to approve the Contract for HVAC-R Preventative Maintenance & As-Needed Repairs to Apollo Mechanical Contractors Inc. as presented. Commissioner McKay seconded and upon vote, the motion carried.

Application for Rebate – Cascade Natural Gas

Mr. Blain presented an application for rebate through Cascade Natural Gas for their commercial industrial rebate incentive program. Mr. Blain stated that boilers were installed in the jail that would entitle the County up to \$50,000 in rebates and he asked for authorization for the Chairman to sign the application.

MOTION: Commissioner Small moved to authorize the Chairman to sign the commercial and industrial rebate applications with Cascade Natural Gas for their commercial and industrial incentive program as presented. Commissioner McKay seconded and upon vote, the motion carried.

Washington – Re-Opening

Commissioner McKay reported that he and Mr. Rasmussen had a meeting with the Governor's staff regarding the June 30 opening. He said it sounded like it would be back to regular standards except for the L & I mask mandate if a person was not vaccinated. Also, there were still some unanswered questions regarding the OPMA proclamations. Mr. Rasmussen said he had a call later today and would get further clarification regarding offering remote options if the Board was holding in person meetings.

Fireworks in Benton County

Commissioner McKay said he received several inquiries regarding this issue. It was his understanding that even if the Board decided to prohibit fireworks in the county, it could not be implemented this year, but would be in effect for the following year. He said he hoped everyone enjoyed the 4th of July safely and responsibly.

Mental Health Tax

Commissioner Small expressed his concern about this tax and the comments made by Sheriff Raymond and said he wanted to fully review this matter before moving forward. Chairman Delvin said he would support the 1/10 tax now, but knew they needed to work through the issue.

Benton County Clerk

Chairman Delvin announced that Clerk Josie Delvin was chosen as “Clerk of the Year” by the Clerk’s organization for Washington State.

Meeting Cancellation

Mr. MacPherson reminded the Board the meeting of July 6 was cancelled due to the holiday.

Meeting of July 26, 2021

Commissioner Small let the Board know he would be gone the week of July 26.

Tort Claim

CC 2021-19: Received from Jerry Hatcher on 06/29/2021

Accounts Payable

Check Date: 06/25/2021

Warrants #: 218992-219143
Total all funds: \$1,397,004.33

EFT’s #: 1819-1841
Transfers #: 06252101-06252104
Total all funds: \$193,390.95

Resolutions

- 2021-484: First Amended Agreement w/WA State Administrative Office of the Courts for Interpreting Services
- 2021-485: Agreement w/Benton-Franklin Fair Association for Temporary Pedestrian Bridge
- 2021-486: Pay Grievance Settlement Agreement and Release w/Teamsters 839
- 2021-487: Fourth Amended Agreement w/Columbia Industries for Employment Services
- 2021-488: Fourth Amended Agreement w/ARC of Tri Cities for Employment Services
- 2021-489: Fourth Amended Agreement w/Compass Career Solutions for Employment Services
- 2021-490: Fourth Amended Agreement w/MRJN Associates for Employment Services

- 2021-491: Fourth Amended Agreement w/Responding to Autism Services for Employment Services
- 2021-492: Ratifying Grant Agreement w/Traum Ventures for Hotel Rooms Due to COVID-19 Outbreak
- 2021-493: Agreement w/Bradley Bricker for Order of Repayment
- 2021-494: Memorandum of Agreement w/Benton & Franklin Counties Regarding the Provision of Services
- 2021-495: Amendment No. 1 w/Aramark Correctional Services for Detention Food Services
- 2021-496: Line Item Transfer, Fund No. 0000-101, Dept. 136
- 2021-497: Memorandum of Understanding w/Public Utility District No. 1 for the Installation of an Electrical Pole @ the Moderate Risk Waste Facility
- 2021-498: Construction Plans for Dallas Rd / Arena Rd Traffic Safety Improvements & Authorization to Proceed
- 2021-499: Amendment No. 1 w/WA State Health Care Authority for Same Day Visit & Transportation Program
- 2021-500: Accepting Work Performed by Solid Structures for Mountain Park Storage & Maintenance Building Project
- 2021-501: Ratifying Change Order No. 1 w/Tyler Technologies for EnerGov Permitting Software
- 2021-502: Agreement w/WA Asso of Sheriffs & Police Chiefs for Registered Sex Offender Address Verification Program
- 2021-503: Interagency Agreement w/State of WA Administrative Office of the Courts for Interpreter Reimbursement Funding
- 2021-504: Approval to Apply for the Organizing the File Room Grant – Planning Division
- 2021-505: Contract for HVAC-R Preventative Maintenance & As Needed Repairs with Apollo Mechanical Contractors Inc.
- 2021-506: Authorizing the Chairman to Sign Commercial & Industrial Rebate Applications with Cascade Natural Gas for their Commercial & Industrial Incentive Program

There being no further business before the Board, the meeting adjourned at approximately 9:48 a.m.

Clerk of the Board

Chairman

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	July 13, 2021
Subject:	Declaration of Surplus Property (transfer to City of Prosser)
Presenter:	
Prepared By:	Deidra Beck
Reviewed By:	Lorene Roe
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

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

Fiscal Impact

None

Recommendation

The Personal Property Manager has determined that the personal property on the attached exhibit can be declared surplus and transferred to the City of Prosser.

Suggested Motion

Approve as part of the consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

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

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

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

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

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

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

BE IT RESOLVED, that based on the recommendation of the Personal Property Manager and as supported by the various departments, the listed property in Attachment A is hereby determined to be surplus and will be transferred to the City of Prosser.

Dated this _____ day of _____, 2021.

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners of Benton
County, Washington

Attest: _____

Clerk of the Board

D. Beck
L. Roe
Robert Blain

TRANSFER to City of Prosser

FACILITIES

- (1) Large Reception Entry Counter
- (9) Tables
- (20) Desk Chairs
- (2) Small 2-3 drawer File Cabinets
- (4) Large 4+ drawer File Cabinets
- (8) Desks
- (3) Modular Desks-Corner Position
- (1) Small Desk Extension
- (7) Wall Mounted File Cabinets
- (7) Bookcases—Assorted Metal and Wood
- (3) Storage Cabinets
- (45) Padded Boardroom Chairs
- (1) Television w/Roller Stand
- (1) Futon
- (1) Board Room Table
- (6) Bulletin Boards

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	July 13, 2021
Subject:	Declaration of Surplus Property
Presenter:	Personal Property Manager/Benton County Auditor
Prepared By:	Deidra Beck
Reviewed By:	Lorene Roe
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

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

Fiscal Impact

Amount: None

Fund: N/A

Recommendation

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

Suggested Motion

Approve as part of the consent agenda.

D. Beck

L. Roe

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

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

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

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

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

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

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

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

Dated this _____ day of _____, 2021.

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners of Benton
County, Washington

Attest: _____

Clerk of the Board

D. Beck
L. Roe

SURPLUS

CORRECTIONS

- Sony Handycam Digital 8 Video Camera (1)
 - Good condition
 - Tag #15500
- Polaroid One Step Express Camera (1)
 - Good Condition
 - Tag # N/A

ER&R

- Ingersol Rand Air Hammer-Poor condition
 - Tag # N/A
- Dexron ATF – 286 Quarts – Good condition
 - Tag # N/A
- 2014 Freightliner Dump Truck-Salvage condition
 - Model 114SD
 - Vin #1FVHG3DV6FHGP9389
 - Plate # B0713C
 - Veh # 564

IT

- Lexmark MS 810dn Printer (1)
 - Tag # 20089
- Assorted HP Printers (11)
 - Tag # 21690, 22880, 21641, 21418, 20152, 21120, 18079, 13372, 21875, 21714, 21717
- Assorted Fujitsu Scanner (4)
 - Tag #18637, 20087, 18526, 19455

- Havis Vehicle Docks (6)
 - Tag #20330, 20341, 21365, 20333, 21355, 21356
- Havis Tablet Docks (6)
 - Tag #20354, 20364, 20345, 20331, 20329, 20328
- Havis Office Docks (2)
 - Tag #21465, 21463
- Getac Tablets (48)
 - Tag #20232 – 20250, 20092, 20302 – 20315, 20317 – 20326, 21358- 21360
- Assorted Dell Desktops (28)
 - Tag #21297, 19959, 19306, 19213, 20103, 21296, 22688, 16452, 19408, 19409, 22692, 19804, 01945, 01748, 16533, 19570, 19569, 19380, 18928, 18847, 19559, 19558, 16274, 19435, 19949, 19427, 16284, 19421
- Assorted Dell Monitors (16)
 - Tag #18247, 18281, 18095, 17064, 19844, 18282, 19619, 20017, 20518, 20519, 19803, 19616, 19813, 18268, 18272, 18241
- Assorted Cisco Switches (3)
 - Tag #19690, 19737, 19680
- Assorted Dell Servers (3)
 - Tag #17175, 18162, 18798
- Meraki M24 Cloud Managed Access Points (35)
 - Tag #19481, 19482, 19484 – 19512, 19515, 19517, 19518, 19520

DESTROY

AUDITOR

- Hand Truck – poor condition; broken wheel
 - Tag # N/A

CORRECTIONS

- RFID Scanner
 - Tag #20618

IT

- HP DeskJet 895CXI Printer
 - Tag #13372
- Dell Monitors (2)
 - Tag #24249, 23272
- Zebra GC420t Desktop Receipt Printer
 - Tag #21700

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	July 13, 2021
Subject:	Memorialize Current Large Format Map Fees
Presenter:	Shawn Bohlinger
Prepared By:	Shawn Bohlinger
Reviewed By:	Brenda Chilton & Lorene Roe
PA Review, Approval to Form:	☐ Yes ☒ No ☐ N/A (If no, include reasoning for no approval)
Type of Agenda Item:	Type of Action Needed: (Multiple boxes can be checked, if necessary)
☒ Consent Agenda	☐ Discussion Only ☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction ☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document ☐ Pass Ordinance
	☐ Execute Contract

Summary / Background Information

The current fee for recording a large format map is \$187.50. An additional fee is being added effective July 25, 2021, pursuant to ESSHB 1277 (2021). In addition, the fee for recording each additional page varies by large format map type and should be consistent.

Fiscal Impact

No direct fiscal impact for the additional \$100 fee as it is allocated to state programs. A small increase to large format maps with additional page, but impact is de minimis.

Recommendation

Pass resolution adopting the new few of \$287.50 for large format maps and \$5.00 for each additional page.

Suggested Motion

Move to adopt the fee for large format maps effective July 25, 2021 at \$287.50; and \$5.00 for each additional page on multi-page map documents.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF MEMORIALIZING THE CURRENT FEES RELATED TO RECORDING OF LARGE FORMAT MAPS

WHEREAS, the fee for recording large format maps (plats, short plats, surveys, condominiums, binding site plans) is currently \$187.50; and

WHEREAS, pursuant to ESSHB 1277 (2021) an additional fee of \$100.00 is being added effective July 25, 2021, which funds are to be deposited in the affordable housing for all account (RCW 43.185C.190), the landlord mitigation program account (RCW 43.31.605), and the home security fund account (RCW 43.185C.060), making the fee for recording large format maps \$287.50; and

WHEREAS, the fee for recording large format maps consists of several state-mandated fees, as well as previously approved local option fees; and

WHEREAS, it is the desire of the Auditor to memorialize and re-adopt the complexion of the \$287.50 fee effective July 25, 2021 and to adopt a policy of automatic update of state-mandated fees; and

WHEREAS, the fee for each additional page for surveys and binding site plans was previously adopted at \$5.00; and

WHEREAS, the fee for each additional page for plats, short plats, and condominiums was previously adopted at \$1.00; and

WHEREAS, the Auditor recommends that the fee for each additional page for all large format maps be uniform at \$5.00; **NOW, THEREFORE,**

BE IT RESOLVED, that effective July 25, 2021 the fee for recording large format maps (plats, short plats, surveys, condominiums, binding site plans) shall be \$287.50;

BE IT FURTHER RESOLVED, that the \$287.50 fee consists of the following as either mandated by the statute set forth, or by resolution as identified:

	Authority	Purpose
\$25.00 plus \$5.00 each additional page	36.18.010(1)	Plat Fee
\$64.00	36.18.010(1)	Survey State Fee
\$1.00	36.22.170	County Historical Preservation
\$2.00	36.22.170	State Treasurer for Redistribution
\$2.00	36.22.170	County Auditor O&M
\$1.00	36.22.175	Training and Grants Program
\$1.00	36.22.175	St. Archives & Records Management
\$1.00	36.22.175	Competitive Grant
\$3.00	36.18.010	State Library-Operations
\$1.50	36.18-010	State Library-Archives Building (1)
\$0.50	36.18-010	State Library-Archives Building (2)

\$0.65	36.22.178	County Auditor Admin (5%)
\$23.80	36.22.178	State Housing Trust Fund – Base (40%)
\$5.14	36.22.178	State Housing Trust Fund – Landlord Mitigation Program (40%)
\$7.41	36.22.178	County Affordable Housing (60%)
\$0.20	36.22.179	County Auditor Admin (2%-\$10)
\$1.04	36.22.179	County Auditor Admin (2%)
\$9.80	36.22.179	County Local Admin \$10
\$96.38	36.22.179	State Homeless Housing (40%)
\$30.58	36.22.179	County Homeless Housing (60%)
\$7.20	36.22.1791	County Homeless Housing (90%)
\$0.80	36.22.1791	State Home Security Fund Account (10%)
\$2.50	36.22.240	Urban Planning
Total Fee \$287.50 (plus \$5.00 for each additional page)		

BE IT FURTHER RESOLVED, that the fee for each additional page after the first page on large format maps (plats, short plats, surveys, condominiums, binding site plans) be uniform and is set at \$5.00; and

BE IT FURTHER RESOLVED, that no further action shall be required to increase recording fees for large format maps when mandated in the future by state law.

Dated this _____ day of _____, 2021

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CAPITAL PROJECTS FUND NUMBER 0305101, DEPARTMENT NUMBER 000.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

Linda Ivey

BENTON COUNTY LINE ITEM TRANSFERDept Name: Dept Nbr: Fund Name: Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
594.200	4103	Professional Services	\$2,200,000	594.540	6101	Land	\$2,200,000
TOTAL			\$2,200,000	TOTAL			\$2,200,000

Explanation:

To appropriate funding for Water Rights

Prepared by: Date: Approved ☐Denied ☐Date:

Chairman

Member

Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	July 13, 2021
Subject:	DSHS Long Term Payables
Presenter:	
Prepared By:	Tammy McKeirnan
Reviewed By:	Kyle Sullivan
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 Division of Social and Health Services (DSHS) specifies the procedure by which DSHS will assess and if necessary, adjust the Long-Term Payable it provides to the County for the year 2021-22; and

Fiscal Impact

Amount: There is no fiscal impact.

Fund: 0108-101

Recommendation

Sign the Agreement # 2163-23527 with DSHS for the Long-Term from July 1, 2021 to June 30, 2022.

Suggested Motion

Move to accept the Agreement #2163-23527 with DSHS for the Long-Term Payables from July 1, 2021 to June 30, 2022.

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTION OF THE AGREEMENT #2163-23527 THAT SETS FORTH THE PROCEDURE BY WHICH DEPARTMENT OF SOCIAL AND HEALTH SERVICES WILL ACCESS AND ADJUST THE LONG-TERM PAYABLE IT PROVIDES TO THE COUNTY BETWEEN THE BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND DIVISION OF SOCIAL AND HEALTH SERVICES (DSHS)

WHEREAS, the Division of Social and Health Services (DSHS) specifies the procedure by which DSHS will assess and if necessary, adjust the Long-Term Payable it provides to the County for the year 2021-22; and

WHEREAS, this Agreement will start July 1, 2021 and will end June 30, 2022; and NOW THEREFORE,

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accept the proposed Agreement #2163-23527;

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign, on behalf of Benton County, Agreement #2163-23527 with DSHS.

Dated this day of, 2021

Chair

Member

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

Attest:

Clerk of the Board

TMcKeirnan

		COUNTY PROGRAM AGREEMENT Working Advance Long-Term Payable		DSHS Agreement Number 2163-23527
This Program Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the County identified below, and is issued in conjunction with a County and DSHS Agreement On General Terms and Conditions, which is incorporated by reference.				Administration or Division Agreement Number County Agreement Number
DSHS ADMINISTRATION Facilities, Finance and Analytics Administration	DSHS DIVISION Financial Services	DSHS INDEX NUMBER 1122	DSHS CONTRACT CODE 8030CS-63	
DSHS CONTACT NAME AND TITLE Rebecca Doane Office Chief		DSHS CONTACT ADDRESS PO Box 45842 Olympia WA 98504-5842		
DSHS CONTACT TELEPHONE (360)763-2977	DSHS CONTACT FAX Click here to enter text.	DSHS CONTACT E-MAIL rebecca.doane@dshs.wa.gov		
COUNTY NAME Benton County	COUNTY ADDRESS Department of Human Services 7102 West Okanogan Place Suite 201 Kennewick WA 99336			
COUNTY CONTACT NAME Tammy McKeirnan				
COUNTY CONTACT TELEPHONE (509) 783-5284	COUNTY CONTACT FAX	COUNTY CONTACT E-MAIL tammy.mckeirnan@co.benton.wa.us		
IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT? No		CFDA NUMBERS		
PROGRAM AGREEMENT START DATE 07/01/2021	PROGRAM AGREEMENT END DATE 06/30/2022	MAXIMUM PROGRAM AGREEMENT AMOUNT Based on Annual Review		
The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract. This Contract shall be binding on DSHS only upon signature by DSHS.				
COUNTY SIGNATURE(S)		PRINTED NAME(S) AND TITLE(S)		DATE(S) SIGNED
DSHS SIGNATURE		PRINTED NAME AND TITLE Kerra Lynch, Contract Manager DSHS Central Contracts and Legal Services		DATE SIGNED

SPECIAL TERMS AND CONDITIONS

1. Definitions

- a. "Commingle" is the act of mixing the funds and/or Long-Term Payables for one program with the funds of another program.
- b. "Documentation of Funds form" (DOF) is a form provided to the County each year by DSHS on which the County records qualifying previous year expenditures from which DSHS can appraise and evaluate the amount of the existing Long-Term Payable or appropriate adjustments.
- c. "Long-Term Payable" means funds provided by DSHS to the County in anticipation of specific client services provided by the County. The County shall not be allowed to retain any overage of the Long-Term Payable funds if the County does not actually provide the anticipated services during the given timeframe. Long-Term Payable funds are to be reconciled by April 30 of each year and any funds not fully utilized shall be refunded to DSHS by **May 31** of each year.

2. Purpose

- a. It is the purpose of this Agreement to specify the procedure by which DSHS will assess and, if necessary, adjust the Long-Term Payable it provides to the County.
- b. Funds to support contracts for the following DSHS programs may be included in a Long-Term Payable: Developmental Disabilities Administration (DDA) and/or Aging and Long-Term Support Administration (AL TSA).

3. Statement of Work

a. County Responsibilities

- (1) The County shall submit to DSHS, on forms provided by DSHS and by a date determined by DSHS, a completed Documentation of Funds form (DOF) from which DSHS shall assess whether or not an adjustment to the amount of the Long-Term Payable provided to the County is warranted.
- (2) The County shall exclude all amounts related to its Prepaid Inpatient Health Plan expenditures from its DOF.
- (3) The County shall repay to DSHS all of the Long-Term Payable funds received from DSHS that exceed the amount that DSHS determines is warranted. Repayment requirements shall be based upon DSHS assessment of the most recent annual DOF submitted by the County to DSHS. Any Long-Term Payable funds not fully utilized by the County, as determined by DSHS through the DOF process, shall be refunded to DSHS by **May 31** of each year.
- (4) The County shall only utilize Long-Term Payable funds for the DSHS program or service for which the funds were originally designated. Long-Term Payable funds may not be commingled between or among programs or services.
- (5) Any interest the County earns on the Long-Term Payable funds shall only be utilized for the DSHS programs or services for which the funds were originally designated. Long-Term Payable interest shall not be used for programs or services unrelated to the client services anticipated by this Agreement.
- (6) The County shall record the Long-Term Payables in its financial records.

SPECIAL TERMS AND CONDITIONS

b. DSHS Responsibilities

- (1) DSHS shall assess the DOF submitted by the County to determine if, during the term of this Agreement, any adjustment to the original two month Long-Term Payable provided to the County is warranted.
- (2) Adjustment may include DSHS request for repayment by County of any Long-Term Payable amounts previously paid to County that are in excess of the amount currently warranted.

4. Termination

In the event that this Agreement, or a program contract listed in 2.b. above, is terminated prior to completion, DSHS shall take all available steps to recover any Long-Term Payable determined to be an overpayment and the County shall fully cooperate during the recovery process.

Tammy McKeirnan

From: Eric Andrews
Sent: Tuesday, June 22, 2021 1:54 PM
To: Tammy McKeirnan
Subject: RE: Attached Image

I approve as to form.
R/

Eric T. Andrews

Deputy Pros. Attorney, Civil
Benton Co. Pros. Attorney's Office
Phone: (509) 735-3591
Fax: (509) 222-3705

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From: Tammy McKeirnan <Tammy.McKeirnan@co.benton.wa.us>
Sent: Monday, June 21, 2021 6:39 AM
To: Eric Andrews <Eric.Andrews@co.benton.wa.us>
Subject: FW: Attached Image
Importance: High

Can you please review this. Thank you for your time in this matter.

Tammy McKeirnan

Budget & Finance Analyst
Benton & Franklin Human Services
509-783-5284 ext. 3914
Tammy.mckeirnan@co.benton.wa.us

From: hscopier.canon@co.benton.wa.us <hscopier.canon@co.benton.wa.us>
Sent: Monday, June 21, 2021 5:30 AM
To: Tammy McKeirnan <Tammy.McKeirnan@co.benton.wa.us>
Subject: Attached Image

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	July 13, 2021	
Subject:	Approving a New Two-Year Contract with One World Telecommunications to Upgrade Fiber Circuit Services for Benton County	
Presenter:		
Prepared By:	Alex Garcia	
Reviewed By:	Robert Heard	
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 County's fiber services provider One World Telecommunications (OWT) provides county fiber network connections to all its remote locations. Several remote sites have 50 Mbps fiber network connections speeds where internet performance can be impacted, specifically when streaming video calls using WebEx or during special events at the Benton County Fairgrounds. Many of the County locations already have 100 Mbps or higher. OWT is offering a free upgrade from 50 Mbps to 100 Mbps with a two-year commitment at no cost to the County. In addition, OWT is offering \$100 rate reduction for remote sites that have 1 Gbps fiber connection speeds.

One World Telecommunications service agreement has been reviewed and approved as to form by the Prosecuting Attorney's Office, Civil Division.

Fiscal Impact

Amount: **\$259/month excluding WSST.**

Fund: **Information Technology's approved 2021-2022 budgeted funds.**

Remote locations where fiber network connections are upgraded to 100 Mbps will cost \$259/month and locations where fiber network connections are currently at 1 Gbps will reduce by \$100 to \$849/month.

Recommendation

Information Technology recommends that the Board approves the authorization to upgrade Fiber Connection Services at a reduced cost with a new two-year commitment.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING A NEW TWO-YEAR CONTRACT WITH ONE WORLD TELECOMMUNICATIONS TO UPGRADE FIBER CIRCUIT SERVICES FOR BENTON COUNTY

WHEREAS, One World Telecommunications provides county fiber network connections to all remote locations; and

WHEREAS, One World Telecommunications has created a service agreement to upgrade current internet speeds of 50 mbps to 100 mbps with a new two-year commitment; and

WHEREAS, Information Technology has experienced internet performance issues at current speeds of 50 Mbps, specifically during special events at the fairgrounds or streaming WebEx calls; and

WHEREAS, One World Telecommunications is offering a \$100 rate reduction at remote sites that have 1 Gbps fiber connection speeds; and

WHEREAS, Information Technology recommends that the Board of Benton County Commissioners approve One World Telecommunications service agreement; and

WHEREAS, One World Telecommunications service agreement has been reviewed and approved as to form by the Prosecuting Attorney's Office, Civil Division; NOW THEREFORE,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with Information Technology's recommendation and authorizes the Chairman of the Board to sign the service agreement from One World Telecommunications beginning from date of Circuit activation for 24 months as specified on the service agreement; and

BE IT FURTHER RESOLVED that the monthly charges are not to exceed \$259/month for 100 Mbps and \$849/month for 1 Gbps speeds excluding Washington State Sales Tax using Information Technology budgeted funds.

Dated this 13 day of July, 2021

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

Constituting the Board of County Commissioners
of Benton County, Washington

Service Order



Customer:

**Benton County Information
Technology**
620 Market Street
Prosser, WA 99350

Vendor:

One World Telecommunications, Inc.
415 N. Quay, Bldg. B
Kennewick, WA 99336

Re-contracting and upgrades as indicated:

Location	Changes	Service	Term	Monthly Charges
Animal Shelter	Upgrade from 50 Mbps to 100 Mbps	100 Mbps Fiber Circuit	24 months	\$259.00
Annex	New term for new pricing	1 Gbps Fiber Circuit	24 months	\$849.00
BPIN	Upgrade from 50 Mbps to 100 Mbps	100 Mbps Fiber Circuit	24 months	\$259.00
Fairgrounds	Upgrade from 50 Mbps to 100 Mbps	100 Mbps Fiber Circuit	24 months	\$259.00
Justice Center	New term for new pricing	1 Gbps Fiber Circuit	24 months	\$849.00
BC Health/ Shops 1709	Upgrade from 50 Mbps to 100 Mbps	100 Mbps Fiber Circuit	24 months	\$259.00
Prosser Courthouse	New term for new pricing	1 Gbps Fiber Circuit	24 months	\$849.00
Wiser Parkway	Upgrade from 100 Mbps to 1 Gbps	1 Gbps Fiber Circuit	24 months	\$849.00

- Contract Term for all services is 24 months. Upgrades are always welcome. Early termination results in the immediate payment of the remaining contract balance.

- Other services not included in this upgrade continue as before and are not on contract.

- Services will be invoiced for the upcoming month on or about the 15th of the prior month and will be considered late if not paid by the 15th of the month of the actual service. Late payments are subject to a 1.5% late fee.

Contract shall commence effective the next billing for monthly services.

As an authorized representative of Benton County, I authorize One World Telecommunications to order and facilitate the installation of the services mentioned in this order.

Authorized Representative Signature

Authorized Representative Name (please print)

Date Signed: _____

Please FAX completed service order to (509) 783-6004 or scan and Email to admin@owt.com

415 N. Quay, Building B • Kennewick, Washington 99336-7735
(509) 735-0408 • (509) 783-6004 FAX

www.owt.com info@owt.com Page 1 of 1

Alex Garcia

From: Eric Andrews
Sent: Tuesday, July 6, 2021 8:24 AM
To: Alex Garcia; Robert Heard
Subject: RE: [EXTERNAL] Benton County Upgrades/Changes

This looks ok to me. I approve as to form.

R/

Eric T. Andrews

Deputy Pros. Attorney, Civil
Benton Co. Pros. Attorney's Office
Phone: (509) 735-3591
Fax: (509) 222-3705

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From: Alex Garcia <Alex.Garcia@co.benton.wa.us>
Sent: Wednesday, June 30, 2021 7:56 AM
To: Eric Andrews <Eric.Andrews@co.benton.wa.us>; Robert Heard <Robert.Heard@co.benton.wa.us>
Subject: FW: [EXTERNAL] Benton County Upgrades/Changes

Eric,

Can you review this service agreement as well?

Thanks,



Alex Garcia
Assistant Manager
Benton County Information Technology
Ext 3742

From: Donald Short <dons@owt.com>
Sent: Tuesday, June 29, 2021 2:17 PM
To: Alex Garcia <Alex.Garcia@co.benton.wa.us>
Cc: Robert Heard <Robert.Heard@co.benton.wa.us>
Subject: [EXTERNAL] Benton County Upgrades/Changes

EXTERNAL EMAIL WARNING!!!: 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.

Attached is a service order reflecting all of the upgrades we have discussed as well as the contract term changes necessary to take advantage of new pricing that is now available. I hope this is clear enough so you can see what is going on but feel free to ask any questions.

The Wiser upgrade might require a new gateway - I don't know for sure but the rest should be able to happen fairly fast.

Thanks!

Donald Short
Director of Operations
One World Telecommunications, Inc.
Internet • Networking • Phone Services • Web Design & Hosting

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 06/29/21 BC 07/13/21
Subject:	Professional Services Contract with Career Path Services
Presenter:	N/A
Prepared By:	Rosa Garcia
Reviewed By:	Darryl Banks
PA Review, Approval to Form:	☒ Yes ☐ No ☐ N/A (If no, include reasoning for no approval)
Type of Agenda Item:	Type of Action Needed: (Multiple boxes can be checked, if necessary)
☒ Consent Agenda	☐ Discussion Only ☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction ☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document ☐ Pass Ordinance
	☐ Execute Contract

Summary / Background Information

Career Path Services has agreed to provide Education Employment and Training Program and an Employment Specialist to work in collaboration with the Benton-Franklin Counties Juvenile Justice Center Education and Employment Specialist in order to connect eligible youth to paid work experience. The Employment Specialist will connect qualifying youth to the Workforce Innovation and Opportunity Act (WIOA) programming as appropriate.

The attached Professional Services Contract shall begin July 1, 2021 and expires on December 31, 2022.

Fiscal Impact

No supplement needed as expenditures are included in the 2021-2022 approved budget. Amount not to exceed \$21,902.00.

Recommendation

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign the Professional Services Contract between Career Path Services and the Benton-Franklin Counties Juvenile Justice Center for services.

Suggested Motion

Approve as part of consent agenda.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF AWARDING CAREER PATH SERVICES, A PROFESSIONAL SERVICES CONTRACT TO PROVIDE AN EDUCATION EMPLOYMENT AND TRAINING PROGRAM WITH THE BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

WHEREAS, per Resolution 2021-233, "County need not advertise or follow a formal competitive bidding procedure for service contracts, but rather the County may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost;" and

WHEREAS, the Juvenile Administrator recommends entering into a new Professional Services Contract;
NOW, THEREFORE

BE IT RESOLVED that the Board of Benton County Commissioners, Benton County, Washington; and the Board of Franklin County Commissioners, Franklin County, Washington, concur with the Juvenile Administrator's recommendation and hereby awards the Professional Services Contract to Career Path Services in an amount not to exceed \$21,902.00; and

BE IT FURTHER RESOLVED, that the Chairs are authorized to sign the attached Professional Services Contract; and

BE IT FURTHER RESOLVED, the term of the attached contract commences on July 1, 2021 and expires on December 31, 2022.

DATED this ____ day of _____ 2021
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this ____ day of _____ 2021
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chair of the Board

Chair of the Board

Chair Pro Tem

Chair Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Clerk of the Board

Clerk of the Board

**BENTON-FRANKLIN COUNTIES
PROFESSIONAL SERVICES CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and FRANKLIN COUNTY, a political subdivision of the State of Washington, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place Suite 106, Kennewick, WA 99336 (hereinafter "COUNTIES"), and **Career Path Services**, a corporation organized under the laws of the State of Washington with its principal office at 10 N. Post Street, Suite 200 Spokane, WA 99201(hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

- a. Exhibit A - Budget

2. DURATION OF CONTRACT

The term of this Contract shall begin **July 1, 2021** and shall expire on **December 31, 2022**. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

- a. Career Path Services will provide Education Employment and Training Program and an Employment Specialist to work in collaboration with the BFJJ's Education and Employment Specialist to connect eligible youth to paid work experience.
- b. The Employment Specialist will connect qualifying youth to the Workforce Innovation and Opportunity Act (WIOA) programming as appropriate.
- c. Career Path Services will provide up to 1,000 hours of paid work experience for eligible youth.

- d. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, or labor will be furnished by the COUNTIES.
- e. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- f. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- g. The CONTRACTOR shall confer with the COUNTIES from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTIES.

4. CONTRACT REPRESENTATIVES

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

- a. For CONTRACTOR: Kayci Loftus
815 N. Kellogg, Suite D
Kennewick, WA 99336
Phone: (509) 734-5919
Email: kloftus@esd.wa.gov
- b. For COUNTIES: Darryl Banks, Administrator
Benton-Franklin Juvenile Justice Center
5606 W. Canal Place, Suite 106
Kennewick, WA 99336
Phone: (509) 222-2316
E-mail: darryl.banks@co.benton.wa.us

5. COMPENSATION

For the services performed hereunder, the CONTRACTOR shall be paid as follows and in accordance with Exhibit A (Budget):

- a. Career Path Services will include provisions for Employment Specialist and all associated benefits, supervision and overhead will be paid, not to exceed \$5,540.00.
- b. Work Experience wages (\$14.25 per hour) and associated FICA

and Worker's Comp taxes billed monthly at cost, not to exceed 1,000 hours for a total amount not to exceed \$15,962.00.

- c. The Contractor will bill actual cost for travel not to exceed \$400.00.
- d. The maximum total amount payable by the COUNTIES to the CONTRACTOR under this Contract shall not exceed twenty-one thousand nine hundred and two dollars, (\$21,902.00).
- e. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- f. The CONTRACTOR may submit invoices to the COUNTIES not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTIES during the billing period. The COUNTIES shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.
- g. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTIES.
- h. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTIES, the COUNTIES may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- i. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

- a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTIES.
- b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTIES.

7. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTIES and its officers, officials, employees and agents from and against any and all claims, actions, suits, liability, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, 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 COUNTIES. 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 COUNTIES or its officers, officials, employees or agents.
- b. In any and all claims against the COUNTIES, its officers, officials, employees, and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives

any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section [7] shall survive termination and expiration of this Contract.

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

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

reporting" coverage for a minimum of 36 months after the completion of work. The CONTRACTOR shall annually provide COUNTIES with proof of all such insurance.

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

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

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

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

\$1,000,000 Each Occurrence

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

The CONTRACTOR will provide commercial general liability coverage that does not exclude activities to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section [7]. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

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

\$1,000,000 Each Accident

\$1,000,000 Policy Limit for Disease

\$1,000,000 Each Employee for Disease

- d. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent), covering any autos owned by the CONTRACTOR (Symbol 1), or if the CONTRACTOR has no owned autos, any hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars (\$1,000,000) per accident for Bodily Injury and Property Damage combined for any vehicle used in conjunction with the provision of services under this contract to protect CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations are by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

e. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTIES or its elected and appointed officers, officials, employees and agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTIES shall be excess and not contributory to CONTRACTOR'S insurance policies.
2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTIES as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTIES or its officers, officials, employees or agents.
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTIES shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly

replaced. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract, except for professional liability under Section [8(a)], shall be written on an Occurrence Policy form.

8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.
9. Compensation and/or payments due to CONTRACTOR under this Contract are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

f. Verification of Coverage and Acceptability of Insurers:

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington that have a A. M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton and Franklin 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 Chapter 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than Professional Liability, Auto Liability and Workmen's Compensation, shall specifically include the

COUNTIES and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days prior written notice to the COUNTIES. Any insurance or self-insurance maintained by the COUNTIES and its elected or appointed officials, employees and agents shall be excess of the CONTRACTOR'S insurance and shall not contribute to it.

2. Certificates of Liability Insurance with endorsements attached, must be provided to the COUNTIES Contract Representative referenced in Section 4(b).
3. All written notices under this Section [8] and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTIES Contract Representative referenced in Section 4(b).
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton and Franklin Counties Risk Manager to the following address: Benton-Franklin Counties Juvenile Justice Center 5606 W. Canal Place, Suite 106 Kennewick WA 99336.

9. TERMINATION

- a. The COUNTIES may terminate this Contract in whole or in part whenever the COUNTIES determines in its sole discretion that such termination is in the best interests of the COUNTIES. The COUNTIES may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTIES shall pay the CONTRACTOR for all cost incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTIES may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this subsection shall be effective upon the date specified in the written notice of termination sent by COUNTIES to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.

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

10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTIES.
- b. The CONTRACTOR warrants that it has not paid, nor has it agreed to pay, any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent CONTRACTOR and not as an agent, employee or servant of the COUNTIES. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S

own activities in providing the agreed services in accordance with the specifications set out in this Contract.

- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section [4] of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTIES benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, or act or purport to act as an employee, agent, or representative of the COUNTIES.
- d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law that are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTIES Contract Representative or designee.

13. COMPLIANCE WITH LAWS

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

14. OTHER PROVISIONS

The CONTRACTOR shall comply with the following other provisions for all services provided under this Contract.

a. Background Check/Criminal History

- 1. CONTRACTOR shall authorize COUNTIES to conduct a background check of the CONTRACTOR. The background check may include, but is not limited to, a review of records on file with the Washington State Patrol, the FBI National Criminal Information Computer (NCIC) and Interstate Identification Index (III), local law enforcement agencies, the Department of Licensing,

courts of law, and other agencies, and also may, depending upon assignment of CONTRACTOR, involve fingerprinting.

2. In accordance with chapters 388-700 WAC, 72.05 RCW, and 43.20A RCW the CONTRACTOR shall be required to conduct background check/criminal history clearance for all employees, subcontractors, and/or volunteers who may or will have regular access to any client/juvenile.
3. In addition, the CONTRACTOR may also be required to conduct background check/criminal history clearance for employees, subcontractors, and/or volunteers, who may or will have limited access to any client/juvenile.

b. Sexual Misconduct

1. The CONTRACTOR shall ensure all employees, subcontractors, and/or volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the new crimes included in RCW 9A.44, Sex Offenses.

The CONTRACTOR shall ensure that written notification must occur within seven (7) days of a conviction or plea of guilty to any offenses as defined in RCW 9.94A.030 and RCW 9A.44.130, any crime specified in Chapter 9A.44 RCW when the victim is a juvenile and any violent offense as defined in RCW 9.94A.030. Such notification will be directed to the Office of the Juvenile Court Administrator, Benton-Franklin Counties Juvenile Justice Center, 5606 W Canal PL STE 106, Kennewick WA 99336-1388.

15. INSPECTION OF BOOKS AND RECORDS

The COUNTIES may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep, and make available to the COUNTIES upon request, all records relating to the performance of this Contract for six (6) years after Contract termination or expiration.

16. NONDISCRIMINATION

The CONTRACTOR and 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, religion, color, national origin, sex, age, honorably discharged veteran or

military status, sexual orientation, marital status, the presence of any sensory, mental, or physical disability, or any other protected status.

17. OWNERSHIP OF MATERIALS/WORKS PRODUCED

- a. All reports, drawings, plans, specifications, forms of electronic media, data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTIES. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights. The COUNTIES agree that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefrom to the extent such use is not agreed to in writing by the CONTRACTOR.
- b. An electronic copy of all word processing documents shall be submitted to the COUNTIES upon request and/or expiration of the Contract, using the word processing program and version specified by the COUNTIES.

18. PATENT/COPYRIGHT INFRINGEMENT

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

19. DISPUTES

Disputes between the CONTRACTOR and the COUNTIES, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTIES at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTIES' Contract Representative or designee. All rulings, orders, instructions and decisions of the COUNTIES Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

20. CONFIDENTIALITY

The CONTRACTOR, its employees, subcontractors, and subcontractors' employees shall maintain the confidentiality of all information provided by the COUNTIES or acquired by the COUNTIES in performance of this Contract, except upon the prior written consent of the COUNTIES or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTIES written notice of any judicial proceeding seeking disclosure of such information.

21. CHOICE OF LAW, JURISDICTION AND VENUE

- a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton and/or Franklin Counties, Washington.

22. SUCCESSORS AND ASSIGNS

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

23. SEVERABILITY

- a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.
- b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform

to such statutory provision.

24. ENTIRE AGREEMENT

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

25. NOTICES

Any notices provided under this Contract shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the mailing addresses set out in Section 4 of this Contract. Notice may also be given via e-mail to the Contract Representatives' e-mail addresses identified in Section 4 of this Contract, with the original notice to follow by regular mail. Notice shall be deemed to be given three (3) days following the date of mailing or immediately, if personally served. For service by e-mail, service shall be effective at the beginning of the next working day.

26. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, indemnification provisions (Sections [7] and [18]); extended reporting period requirements for professional liability insurance (Section [8(a)]); inspection and keeping of records and books (Section [15]); litigation hold notice (Section [27]); Public Records Act (Section [28]) and confidentiality (Section [20]).

27. LITIGATION HOLD NOTICE

In the event the COUNTIES learn of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section [15] of this Contract may be of evidentiary value, the COUNTIES may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTIES is in force. Such directions will include, but will not be limited

to, instructions to suspend the six (6) year purge schedule as set out above in Section [15].

28. PUBLIC RECORDS ACT

CONTRACTOR hereby acknowledges that the COUNTIES are a governmental entity and as such is subject to the requirements of the Public Records Act, Chapter 42.56 RCW. Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTIES may be required by virtue of that Act to disclose any records related to this Contract actually in its possession or in CONTRACTOR'S possession. This may include records that CONTRACTOR regards as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTIES that it regards as confidential or proprietary, CONTRACTOR agrees to conspicuously mark the records as such. CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTIES release of records covered under the Public Records Act. The COUNTIES agree to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act that will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives, and it is effective on July 1, 2021.

The parties specifically certify that the provisions contained within Section 8 are mutually negotiated.

Career Path Services	Benton-Franklin Counties Juvenile Justice Center
 Andy Dwonch Date 6/15/21	 Darryl Banks Date 6-17-2021 Juvenile Court Administrator
BENTON COUNTY APPROVAL Approved as to Form:  Stephen Hallstrom, Deputy Prosecuting Attorney Date 06/16/21	FRANKLIN COUNTY APPROVAL Approved as to Form: _____ Civil Deputy Prosecuting Attorney Date _____
By: _____ Name: _____ Title: _____ Date: _____	By: _____ Name: _____ Title: _____ Date: _____
Attest: Clerk of the Board: _____	Attest: Clerk of the Board: _____

Counties: Benton-Franklin Counties Juvenile Justice Center

Professional Services Contract Budget for Education Employment and Training Program

Contractor: Career Path Services

Effective July 1, 2021 – December 31, 2022

BUDGET

Youth Work Experience: \$14.25 per hour not to exceed 1,000 hours total	\$15,962.00
Career Path Services: Employment Specialist, benefits, supervision, and overhead	\$5,540.00
Travel Costs	\$400.00
Total Contract not to exceed	\$21,902.00

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 06/29/21 BC 07/13/21
Subject:	Sign County Program Agreement with DCYF/JRA Agreement Number 2183-22395 for Consolidated Juvenile Services
Presenter:	N/A
Prepared By:	Rosa Garcia
Reviewed By:	Darryl Banks
PA Review, Approval to Form:	☒ Yes ☐ No ☐ N/A (If no, include reasoning for no approval)
Type of Agenda Item:	Type of Action Needed: (Multiple boxes can be checked, if necessary)
☒ Consent Agenda	☐ Discussion Only ☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction ☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document ☐ Pass Ordinance
	☐ Execute Contract

Summary / Background Information

The State of Washington Department of Social and Health Services, Juvenile Rehabilitation Administration (DCYF/JRA), consolidates the following into one contract: Consolidated Juvenile Services At-Risk, Disposition Alternatives for Special Sexual Offender Disposition Alternative, Community Juvenile Accountability ACT/Evidence Based Programs, Chemical Dependency Disposition Alternative, Suspended Disposition Alternative, Mental Health Disposition Alternative, Promising Programs and Detention Services. These grant dollars provide services in those programs. We have received the new County Program Agreement Consolidated Contract FY 21-22 No. 2183-22395.

The term of this contract is July 1, 2021, through June 30, 2022.

Fiscal Impact

This project is grant funded. The program agreement is based on expenditure reimbursement to the Benton-franklin Counties Juvenile Justice Center.

Recommendation

I recommend that the Boards of County Commissioners authorize their Chairs to sign the Consolidated Contract No. 2183-22395.

Suggested Motion

Approve as part of consent agenda.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF AWARDING THE PROGRAM AGREEMENT BETWEEN THE JUVENILE JUSTICE CENTER AND THE STATE OF WASHINGTON DEPARTMENT OF SOCIAL AND HEALTH SERVICES, JUVENILE REHABILITATION ADMINISTRATION

WHEREAS, Benton and Franklin Counties current Program Agreement with Washington Department of Social and Health Services, Juvenile Rehabilitation Administration for Consolidated Juvenile Services via Benton County Resolution numbered 2019 555 and Franklin County Resolution numbered 2019 225 which is DSHS Agreement Number 1963-59028, will expire on June 30, 2021; and

WHEREAS, Darryl Banks, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the County Program Agreement 2183-22395 between Washington State Department of Social and Health Services, Juvenile Rehabilitation Administration, and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing July 1, 2021 and terminating on June 30, 2022; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County Washington and by the Board of Franklin County Commissioners, Franklin County Washington, the Boards concur with the Juvenile Administrator's recommendation and hereby approve Program Agreement Number 2183-22395. The Program Agreement is based on expenditure reimbursement in which a maximum amount not to exceed is not necessary, and

BE IT FURTHER RESOLVED, that the Chairs are authorized to sign the attached Program Agreement Number 2183-22395; and

BE IT FURTHER RESOLVED, the term of the attached Program Agreement commences July 1, 2021 and expires on June 30, 2022.

DATED this ____ day of _____ 2021
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this ____ day of _____ 2021
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chair of the Board

Chair of the Board

Chair Pro Tem

Chair Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Clerk of the Board

Clerk of the Board



DCYF and COUNTY AGREEMENT ON GENERAL TERMS AND CONDITIONS

DCYF Contract Number

2183-22395

These General Terms and Conditions are between the state of Washington Department of Children Youth & Families (DCYF) and the County identified below. These General Terms and Conditions govern work to be performed under any Program Agreement between the parties. These General Terms and Conditions supersede and replace any previously executed General Terms and Conditions as of the start date below.

County Contract Number

TERM OF AGREEMENT: The term of this Agreement on General Terms and Conditions shall start and end on the following dates, unless terminated sooner as provided herein.

START DATE: 07/01/2021

END DATE: 06/30/2022

COUNTY NAME

Benton and Franklin Counties

DCYF INDEX NUMBER

1122

COUNTY ADDRESS

BentonFranklin Counties Juvenile Justice Center
5606 W Canal Place Suite 106
Kennewick, WA 99336

COUNTY TELEPHONE

(509) 783-2151

COUNTY FAX

(509) 736-2728

DCYF CONTRACTS DEPARTMENT ADDRESS

DCYF CONTRACTS DEPARTMENT
PO Box 40983
Olympia, WA 98504-0983

DCYF CONTRACTS DEPARTMENT TELEPHONE

(360)688-6803

By their signatures below, the parties agree to this Agreement on General Terms and Conditions.

COUNTY SIGNATURE(S)

See attached signature page

DATE(S)

PRINTED NAME(S) AND TITLE(S)

TELEPHONE NUMBER
(INCLUDE AREA CODE)

DCYF SIGNATURE

DATE

PRINTED NAME AND TITLE

TELEPHONE NUMBER
(INCLUDE AREA CODE)

DCYF/County General Terms & Conditions

- 1. Definitions.** The words and phrases listed below, as used in the Agreement, shall each have the following definitions:
- a. "Agreement" means this Department of Children Youth & Families (DCYF) County Agreement on General Terms and Conditions and any exhibits and other documents attached or incorporated by reference. Unless plainly inconsistent with context, the term "Agreement" includes and refers to all such agreements collectively.
 - b. "CFR" means the Code of Federal Regulations. All references in this Agreement and any Program Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation.
 - c. "County" means the political subdivision of the state of Washington named above performing services pursuant to this Agreement and any Program Agreement.
 - d. "County Representative" means an individual in the position of County Manager, County Administrator, County Executive, or other similar position which reports to the highest governing body responsible for the subject matter of the Agreement or applicable Program Agreement(s).
 - e. "DCYF Contracts Administrator" means the individual in the DCYF Contracts Department with oversight authority for the Department of Children Youth & Families statewide agency contracting procedures, or their appropriate designee.
 - f. "DCYF Contracts Department" means the Department of Children Youth & Families statewide agency headquarters contracting office, or successor section or office.
 - g. "DCYF Representative" means any DCYF employee who has been delegated contract-signing authority by the DCYF Secretary or his/her designee.
 - h. "Department of Children, Youth & Families" or "DCYF" means the Washington agency devoted exclusively to serve and support Washington state's youth and their families.
 - i. "Debarment" means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
 - j. "General Terms and Conditions" means the contractual provisions contained within this Agreement, which govern the contractual relationship between DCYF and the County, under the Program Agreements subsidiary to and incorporating therein by reference this Agreement.
 - k. "Program Agreement" or "County Program Agreement" means a written agreement between DCYF and the County containing special terms and conditions, including a statement of work to be performed by the County and payment to be made by DCYF. This term may also refer to an agreement between DCYF and the County, which was transferred to DCYF by operation of law.
 - l. "RCW" means the Revised Code of Washington. All references in this Agreement and any Program Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute.

DCYF/County General Terms & Conditions

- m. "Secretary" means the individual appointed by the Governor, State of Washington, as the head of DCYF, or his/her designee.
 - n. "Subcontract" means a separate Agreement between the County and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the County shall perform pursuant to any Program Agreement.
 - o. "USC" means the United States Code. All references in this Agreement and any Program Agreement to USC chapters or sections shall include any successor, amended, or replacement statute.
 - p. "WAC" means the Washington Administrative Code. All references in this Agreement and any Program Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation.
- 2. **Amendment.** This Agreement, or any term or condition thereof, may be modified only by a written amendment signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.
 - 3. **Assignment.** Except as otherwise provided herein in Section 21, the County shall not assign rights or obligations derived from this Agreement or any Program Agreement to a third party without the prior, written consent of the DCYF Contracts Administrator and the written assumption of the County's obligations by the third party.
 - 4. **Billing Limitations.** Unless otherwise specified in a Program Agreement, DCYF shall not pay any claims for services submitted more than twelve (12) months after the calendar month in which the services were performed.
 - 5. **Compliance with Applicable Law.** At all times during the term of this Agreement and any Program Agreement, the County and DCYF shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, nondiscrimination laws and regulations and the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
 - 6. **County Certification Regarding Ethics.** By signing this Agreement, the County certifies that the County is in compliance with Chapter 42.23 RCW and shall comply with Chapter 42.23 RCW throughout the term of this Agreement and any Program Agreement.
 - 7. **Debarment Certification.** The County, by signature to this Agreement, certifies that the County is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement or any Program Agreement by any federal department or agency. The County also agrees to include the above requirement in all subcontracts into which it enters.
 - 8. **Disputes.**

Both DCYF and the County ("Parties") agree to work in good faith to resolve all conflicts at the lowest level possible. However, if the Parties are not able to promptly and efficiently resolve, through direct informal contact, any dispute concerning the interpretation, application, or implementation of any section of the Agreement or applicable Program Agreement(s), either Party may reduce its description of the dispute in writing, and deliver

DCYF/County General Terms & Conditions

it to the other Party for consideration. Once received, the assigned managers or designees of each Party will work to informally and amicably resolve the issue within five (5) business days. If the managers or designees are unable to come to a mutually acceptable decision within five (5) business days, they may agree to issue an extension to allow for more time.

If the dispute cannot be resolved by the managers or designees, the issue will be referred through each Agency's respective operational protocols, to the Secretary of DCYF ("Secretary") and the County Representative or their deputy or designated delegate. Both Parties will be responsible for submitting all relevant documentation, along with a short statement as to how they believe the dispute should be settled, to the Secretary and the County Representative.

Upon receipt of the referral and relevant documentation, the Secretary and County Representative will confer to consider the potential options for resolution, and to arrive at a decision within fifteen (15) business days. The Secretary and County Representative may appoint a review team, a facilitator, or both, to assist in the resolution of the dispute. If the Secretary and County Representative are unable to come to a mutually acceptable decision within fifteen (15) days, they may agree to issue an extension to allow for more time.

Both Parties agree that, the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under the Agreement or applicable Program Agreement(s) that are not affected by the dispute.

The final decision will be put in writing and will be signed by both the Secretary and County Representative. If the Agreement is active at the time of resolution and amendment of the Agreement is warranted for ongoing clarity, the Parties will execute an amendment to incorporate the final decision into the Agreement. If this dispute process is used, the resolution decision will be final and binding as to the matter reviewed and the dispute shall be settled in accordance with the terms of the decision. Notwithstanding the foregoing, each Party reserves the right to litigate issues *de novo* in court.

9. **Entire Agreement.** This Agreement and any Program Agreement, including all documents attached to or incorporated by reference into either, shall contain all the terms and conditions to be agreed upon by the parties. Upon execution of any Program Agreement, this Agreement shall be considered incorporated into that Program Agreement by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement or any Program Agreement shall be deemed to exist or bind the parties.
10. **Governing Law and Venue.** The laws of the state of Washington govern this Agreement. In the event of a lawsuit by the County against DCYF involving this Agreement or a Program Agreement, venue shall be proper only in Thurston County, Washington. In the event of a lawsuit by DCYF against the County involving this Agreement or a Program Agreement, venue shall be proper only as provided in RCW 36.01.050.
11. **Responsibility.** Each party to this Agreement shall be responsible for the negligence of its officers, employees, and agents in the performance of any Program Agreement. No party to this Agreement or any Program Agreement shall be responsible for the acts and/or omissions of entities or individuals not party to this Agreement and any Program Agreement. DCYF and the County shall cooperate in the defense of tort lawsuits, when

DCYF/County General Terms & Conditions

possible. Both parties agree and understand that such cooperation may not be feasible in all circumstances. DCYF and the County agree to notify the attorneys of record in any tort lawsuit where both are parties if either DCYF or the County enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible thereafter, and the notice may be either written or oral.

12. **Independent Status.** For purposes of this Agreement and any Program Agreement, the County acknowledges that the County is not an officer, employee, or agent of DCYF or the state of Washington. The County shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of DCYF or the state of Washington. The County shall not claim for itself or its employees any rights, privileges, or benefits which would accrue to an employee of the state of Washington. The County shall indemnify and hold harmless DCYF from all obligations to pay or withhold federal or state taxes or contributions on behalf of the County or the County's employees.
13. **Inspection.** Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Agreement, any Program Agreement, and applicable laws and regulations. During the term of any Program Agreement and for one (1) year following termination or expiration of the Program Agreement, the parties shall, upon receiving reasonable written notice, provide the other party with access to its place of business and to its records which are relevant to its compliance with this Agreement, any Program Agreement, and applicable laws and regulations. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party.
14. **Insurance.** DCYF certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable. The County certifies that it is self-insured, is a member of a risk pool, or maintains insurance coverage as required in any Program Agreements. The County shall pay for losses for which it is found liable.
15. **Maintenance of Records.**

During the term of this Agreement and for six (6) years following termination or expiration of this Agreement, both parties shall maintain records sufficient to:

 - a. Document performance of all acts required by law, regulation, or this Agreement;
 - b. Demonstrate accounting procedures, practices, and records that sufficiently and properly document the County's invoices to DCYF and all expenditures made by the County to perform as required by this Agreement.
16. **Operation of General Terms and Conditions.** These General Terms and Conditions shall be incorporated by reference into each Program Agreement between the County and DCYF in effect on or after the start date of this Agreement. These General Terms and Conditions govern and apply only to work performed under Program Agreements between the parties.
17. **Order of Precedence.** In the event of an inconsistency in this Agreement and any

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Program Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:

- a. Applicable federal and state of Washington statutes and regulations;
 - b. This Agreement;
 - c. The Program Agreement(s).
- 18. Ownership of Material.** Material created by the County and paid for by DCYF as a part of any Program Agreement shall be owned by DCYF and shall be "work made for hire" as defined by 17 USC§ 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. Material which the County uses to perform a Program Agreement but is not created for or paid for by DCYF is owned by the County and is not "work made for hire"; however, DCYF shall have a perpetual license to use this material for DCYF internal purposes at no charge to DCYF, provided that such license shall be limited to the extent which the County has a right to grant such a license.
- 19. Severability.** The provisions of this Agreement and any Program Agreement are severable. If any court holds invalid any provision of this Agreement or a Program Agreement, including any provision of any document incorporated herein or therein by reference, that invalidity shall not affect the other provisions this Agreement or that Program Agreement.
- 20. Subcontracting.** The County may subcontract services to be provided under a Program Agreement, unless otherwise specified in that Program Agreement. If DCYF, the County, and a subcontractor of the County are found by a jury or other trier of fact to be jointly and severally liable for personal injury damages arising from any act or omission under this Agreement or any Program Agreement, then DCYF shall be responsible for its proportionate share, and the County shall be responsible for its proportionate share. Should a subcontractor to the County pursuant to a Program Agreement be unable to satisfy its joint and several liability, DCYF and the County shall share in the subcontractor's unsatisfied proportionate share in direct proportion to the respective percentage of their fault as found by the trier of fact. Nothing in this section shall be construed as creating a right or remedy of any kind or nature in any person or party other than DCYF and the County. This provision shall not apply in the event of a settlement by either DCYF or the County.
- 21. Subrecipients.**
- a. General. If the County is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the County will:
 - (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
 - (2) Maintain internal controls that provide reasonable assurance that the County is managing federal awards in compliance with laws, regulations, and provisions of

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contracts or grant agreements that could have a material effect on each of its federal programs;

- (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
 - (4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the County and its Subcontractors who are subrecipients;
 - (5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and
 - (6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39.
- b. Single Audit Act Compliance. If the County is a subrecipient and expends \$750,000 or more in federal awards from all sources in any fiscal year, the County will procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the County will:
- (1) Submit to the DCYF contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
 - (2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.
- c. Overpayments. If it is determined by DCYF, or during the course of a required audit, that the County has been paid unallowable costs under this or any Program Agreement, DCYF may require the County to reimburse DCYF in accordance with 2 CFR Part 200.

22. Survivability. The terms and conditions contained in this Agreement or any Program Agreement which, by their sense and context, are intended to survive the expiration of a particular Program Agreement shall survive. Surviving terms include, but are not limited to: Disputes, Responsibility, Inspection, Maintenance of Records, Ownership of Material, Subcontracting, Termination for Default, Termination Procedure, and Title to Property.

23. Termination Due to Change in Funding, Agreement Renegotiation or Suspension.

If the funds DCYF relied upon to establish any Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, after the effective date of this Agreement but prior to the normal completion of any Program

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Agreement:

- a. At DCYF's discretion, the Program Agreement may be renegotiated under the revised funding conditions.
 - b. Upon no less than fifteen (15) calendar days' advance written notice to County, DCYF may suspend County's performance of any Program Agreement when DCYF determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow the County's performance to be resumed prior to the normal completion date of the Program Agreement. For purposes of this sub-section, "written notice" may include email.
 - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - (2) When DCYF determines that the funding insufficiency is resolved, it will give the County written notice to resume performance. Upon the receipt of this notice, the County will provide written notice to DCYF informing DCYF whether it can resume performance and, if so, the date of resumption.
 - (3) If the County's proposed resumption date is not acceptable to DCYF and an acceptable date cannot be negotiated, DCYF may terminate the Program Agreement by giving written notice to the County. The parties agree that the Program Agreement will be terminated retroactive to the effective date of suspension. DCYF shall be liable only for payment in accordance with the terms of the Program Agreement for services rendered through the retroactive date of termination.
 - c. DCYF may terminate the Program Agreement by providing at least fifteen (15) calendar days' advance written notice to the County. DCYF shall be liable only for payment in accordance with the terms of the Program Agreement for services rendered through the effective date of termination. No penalty shall accrue to DCYF in the event the termination option in this section is exercised.
- 24. Termination for Convenience.** The DCYF Contracts Administrator, or appropriate designee, may terminate this Agreement or any Program Agreement in whole or in part for convenience by giving the County at least thirty (30) calendar days' written notice addressed to the County at the address shown on the cover page of the applicable agreement. The County may terminate this Agreement and any Program Agreement for convenience by giving DCYF at least thirty (30) calendar days' written notice addressed to: DCYF Contracts Department, PO Box 45710, Olympia, Washington 98504-5710.
- 25. Termination for Default.**
- a. The DCYF Contracts Administrator, or appropriate designee, may terminate this Agreement or any Program Agreement for default, in whole or in part, by written notice to the County, if DCYF has a reasonable basis to believe that the County has:
 - (1) Failed to meet or maintain any requirement for contracting with DCYF;

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- (2) Failed to perform under any provision of this Agreement or any Program Agreement;
 - (3) Violated any law, regulation, rule, or ordinance applicable to this Agreement or any Program Agreement; or
 - (4) Otherwise breached any provision or condition of this Agreement or any Program Agreement.
 - b. Before the DCYF Contracts Administrator, or their appropriate designee, may terminate this Agreement or any Program Agreement for default, DCYF shall provide the County with written notice of the County's noncompliance with the agreement and provide the County a reasonable opportunity to correct the County's noncompliance. If the County does not correct the County's noncompliance within the period of time specified in the written notice of noncompliance, the DCYF Contracts Administrator, or appropriate designee, may then terminate the agreement. The DCYF Contracts Administrator may terminate the agreement for default without such written notice and without opportunity for correction if DCYF has a reasonable basis to believe that a Client's health or safety is in jeopardy.
 - c. The County may terminate this Agreement or any Program Agreement for default, in whole or in part, by written notice to DCYF, if the County has a reasonable basis to believe that DCYF has:
 - (1) Failed to meet or maintain any requirement for contracting with the County;
 - (2) Failed to perform under any provision of this Agreement or any Program Agreement;
 - (3) Violated any law, regulation, rule, or ordinance applicable to this Agreement or any Program Agreement; and/or
 - (4) Otherwise breached any provision or condition of this Agreement or any Program Agreement.
 - d. Before the County may terminate this Agreement or any Program Agreement for default, the County shall provide DCYF with written notice of DCYF's noncompliance with the agreement and provide DCYF a reasonable opportunity to correct DCYF's noncompliance. If DCYF does not correct DCYF's noncompliance within the period of time specified in the written notice of noncompliance, the County may then terminate the agreement.
- 26. Termination Procedure.** The following provisions apply in the event this Agreement or any Program Agreement is terminated:
- a. The County shall cease to perform any services required by the Program Agreement as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of clients, distribution of property, and termination of services.
 - b. The County shall promptly deliver to the DCYF contact person (or to his or her

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successor) listed on the first page of the Program Agreement, all DCYF assets (property) in the County's possession, including any material created under the Program Agreement. Upon failure to return DCYF property within fifteen (15) working days of the Program Agreement termination, the County shall be charged with all reasonable costs of recovery, including transportation. The County shall take reasonable steps to protect and preserve any property of DCYF that is in the possession of the County pending return to DCYF.

- c. DCYF shall be liable for and shall pay for only those services authorized and provided through the effective date of termination. DCYF may pay an amount mutually agreed by the parties for partially completed work and services, if work products are useful to or usable by DCYF.
 - d. If the DCYF Contracts Administrator terminates any Program Agreement for default, DCYF may withhold a sum from the final payment to the County that DCYF determines is necessary to protect DCYF against loss or additional liability occasioned by the alleged default. DCYF shall be entitled to all remedies available at law, in equity, or under the Program Agreement. If it is later determined that the County was not in default, or if the County terminated the Program Agreement for default, the County shall be entitled to all remedies available at law, in equity, or under the Program Agreement.
- 27. Treatment of Client Property.** Unless otherwise provided in the applicable Program Agreement, the County shall ensure that any adult client receiving services from the County under a Program Agreement has unrestricted access to the client's personal property. The County shall not interfere with any adult client's ownership, possession, or use of the client's property. The County shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or completion of the Program Agreement, the County shall promptly release to the client and/or the client's guardian or custodian all of the client's personal property. This section does not prohibit the County from implementing such lawful and reasonable policies, procedures and practices as the County deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting clients' access to, or possession or use of, lawful or unlawful weapons and drugs).
- 28. Title to Property.** Title to all property purchased or furnished by DCYF for use by the County during the term of a Program Agreement shall remain with DCYF. Title to all property purchased or furnished by the County for which the County is entitled to reimbursement by DCYF under a Program Agreement shall pass to and vest in DCYF. The County shall take reasonable steps to protect and maintain all DCYF property in its possession against loss or damage and shall return DCYF property to DCYF upon termination or expiration of the Program Agreement pursuant to which it was purchased or furnished, reasonable wear and tear excepted.
- 29. Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. No waiver shall be construed to be a modification of the terms and conditions of this Agreement unless amended as set forth in Section 2, Amendment. Only the DCYF Contracts Administrator or designee has the authority to waive any term or condition of this Agreement on behalf of DCYF.

NAMES AND TITLES OF AUTHORIZED OFFICER (PERSON WITH LEGAL AUTHORITY: COUNTY COMMISSIONERS' CHAIR OF THE BOARD, MAYOR, CITY/TOWN MANAGER, AGENCY DIRECTOR)

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

Darryl Banks 6-12-2021
Darryl Banks, Juvenile Court Administrator Date

BENTON COUNTY APPROVAL

Approved as to Form:

[Signature] 06/14/21
Deputy Prosecuting Attorney Date

By: _____

Name: _____

Title: Chair, Board of Commissioners

Date: _____

Attest: _____

Clerk of the Board: _____

FRANKLIN COUNTY APPROVAL

Approved as to Form:

Civil Deputy Prosecuting Attorney Date

By: _____

Name: _____

Title: Chair, Board of Commissioners

Date: _____

Attest: _____

Clerk of the Board: _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 06/29/21 BC 07/13/21
Subject:	Sign County Program Agreement Evidence Based Expansion FY 21-23 with DCYF/JRA Agreement Number 2163-21231
Presenter:	N/A
Prepared By:	Rosa Garcia
Reviewed By:	Darryl Banks
PA Review, Approval to Form:	☒ Yes ☐ No ☐ N/A (If no, include reasoning for no approval)
Type of Agenda Item:	Type of Action Needed: (Multiple boxes can be checked, if necessary)
☒ Consent Agenda	☐ Discussion Only ☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction ☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document ☐ Pass Ordinance
	☐ Execute Contract

Summary / Background Information

The State of Washington Department of Social and Health Services, Juvenile Rehabilitation Administration (DCYF/JRA), in collaboration with the Washington Association of Juvenile Court Administrators (WAJCA) and the Washington State Institute of Public Policy (WSIPP) established contract to provide funding to expand evidence based treatment and training programs administered by local juvenile courts. The expansion programs include: Functional Family Therapy (FFT); Multi-Systemic Therapy (MST); Coordination of Services (COS); and Education and Employment Training (EET).

The term of the Program Agreement Evidence Based Expansion FY 21-23 July 1, 2011, through June 30, 2023.

Fiscal Impact

This project is grant funded. The program agreement is based on expenditure reimbursement to the Benton-franklin Counties Juvenile Justice Center.

Recommendation

I recommend that the Boards of County Commissioners authorize their Chairs to sign the Program Agreement No. 2163-21231.

Suggested Motion

Approve as part of consent agenda.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF AWARDING THE PROGRAM AGREEMENT BETWEEN THE BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER AND THE STATE OF WASHINGTON DEPARTMENT OF SOCIAL AND HEALTH SERVICES, JUVENILE REHABILITATION ADMINISTRATION

WHEREAS, Benton and Franklin Counties current Program Agreement with Washington Department of Social and Health Services for Evidence Based Expansion via Benton County Resolution numbered 2019 556 and Franklin County Resolution numbered 2019 224 which is DCYF Agreement Number 1963-59032, will expire on June 30, 2021; and

WHEREAS, Darryl Banks, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the County Program Agreement 2163-21231 between Washington Department of Social and Health Services, Juvenile Rehabilitation Administration, and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing July 1, 2021 and terminating on June 30, 2023; and **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County Washington and by the Board of Franklin County Commissioners, Franklin County Washington, the Boards concur with the Juvenile Administrator's recommendation and hereby approve Program Agreement Number 2163-21231. The Program Agreement is based on expenditure reimbursement in which a maximum amount not to exceed is not necessary; and

BE IT FURTHER RESOLVED, that the Chairs are authorized to sign the attached Program Agreement Number 2163-21231; and

BE IT FURTHER RESOLVED, the term of the attached Program Agreement commences July 1, 2021 and expires on June 30, 2023.

DATED this ____ day of _____ 2021
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this ____ day of _____ 2021
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chair of the Board

Chair of the Board

Chair Pro Tem

Chair Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Clerk of the Board

Clerk of the Board

		COUNTY PROGRAM AGREEMENT Evidence Based Expansion		DCYF Agreement Number 2163-21231
This Program Agreement is by and between the State of Washington Department of Social and Health Services (DCYF) and the County identified below, and is issued in conjunction with a County and DCYF Agreement On General Terms and Conditions, which is incorporated by reference.				Administration or Division Agreement Number County Agreement Number
DCYF ADMINISTRATION	DCYF DIVISION	DCYF INDEX NUMBER	DCYF CONTRACT CODE	
Department of Children, Youth, and Families	Children, Youth and Families	1122	2073CS-63	
DCYF CONTACT NAME AND TITLE		DCYF CONTACT ADDRESS		
Karena McGovern Contract Specialist		1115 Washington St SE Olympia, WA 98504		
DCYF CONTACT TELEPHONE (360)870-5727		DCYF CONTACT FAX Click here to enter text.	DCYF CONTACT E-MAIL karena.mcGovern@dcyf.wa.gov	
COUNTY NAME		COUNTY ADDRESS		
Benton County Benton and Franklin County		BentonFranklin Counties Juvenile Justice Center 5606 W Canal Place Suite 106 Kennewick, WA 99336		
COUNTY UNIFORM BUSINESS IDENTIFIER (UBI)		COUNTY CONTACT NAME		
035-000-971		Darryl Banks		
COUNTY CONTACT TELEPHONE (509) 783-2151		COUNTY CONTACT FAX (509) 736-2728	COUNTY CONTACT E-MAIL darryl.banks@co.benton.wa.us	
IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT?			CFDA NUMBERS	
No				
PROGRAM AGREEMENT START DATE 07/01/2021	PROGRAM AGREEMENT END DATE 06/30/2023	MAXIMUM PROGRAM AGREEMENT AMOUNT See Exhibit B		
EXHIBITS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this County Program Agreement by reference: ☒ Exhibits (specify): Exhibit A: Evidence-Based Expansion Contract Term, Reimbursement Procedures, and Program Responsibilities; Exhibit B: Statement of Work; Exhibit C: Monthly Project Update Form; Exhibit D: Monthly Reimbursement Request Form; and Exhibit E: Quarterly Target Update Form				
The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract. This Contract shall be binding on DCYF only upon signature by DCYF.				
COUNTY SIGNATURE(S)		PRINTED NAME(S) AND TITLE(S)		DATE(S) SIGNED
See attached signature page				
DCYF SIGNATURE		PRINTED NAME AND TITLE		DATE SIGNED

**Evidence-Based Expansion (EBE) Contract Term, Reimbursement Procedures,
and Program Responsibilities**

1. Contract Purpose

The purpose of this Agreement is to fund and support the program services described in the attached Statement of Work. The contract term begins July 1, 2021 and expires June 30, 2023.

2. Funding

As of July 1, 2021 the rates paid to the County will be the rate calculated for State Fiscal Year (SFY) 2022-2023.

If by July 1, 2021 the County does not have a completed written application for funding approved by JR and signed by both parties, JR will temporarily reimburse the county according to the rates from the EBE Contract SFY 2020-2021 (DCYF Contract No. 1963-59032) until September 1, 2021 to provide for continuity of services.

Once the County's application is signed and approved, the SFY 2022-2023 funding rate shall apply retroactively to July 1, 2021 and the County is responsible for adjusting its expenditures during the remainder of the agreement term to account for any discrepancies.

If the County has not properly accounted for the difference between the two rates by April 30, 2022, JR may adjust the amount reimbursed to the County for the final two months of the agreement to account for these discrepancies.

3. Statement of Work

As of July 1, 2021, the County is responsible for adhering to the requirements described in Exhibit B: Statement of Work - Evidence Based Expansion.

If by July 1, 2021 the County does not have a completed written application for funding approved by JR and signed by both parties, the statements of work from the EBE Contract SFY 2020-2021 (DCYF Contract No. 1963-59032) shall apply to all work performed under this agreement until September 1, 2021 to provide for continuity of services.

Once the County's application is signed and approved, the County shall be responsible for providing services in accordance with the SFY 2022-2023 Statement of Work from that date forward.

4. Late Applications

If the County does not have a completed written application for funding approved by JR and signed by both parties by September 1, 2021, JR may discontinue reimbursement until the application is completed and approved.

STATEMENT OF WORK

Evidence Based Expansion

1. Definitions

The words and phrases listed below, as used in this Contract, shall each have the following definitions:

- a. "Client" means any child or adult who is authorized services by DCYF.
- b. "County" means the Contractor.
- c. "DCYF" means the Department of Children, Youth, and Families.
- d. "JR" means Juvenile Rehabilitation, a program under DCYF.
- e. "JR Bulletins/Policies" means the JR Administrative Policies, which direct JR expectations.
- f. "Limited Access" means supervised access to a juvenile(s) that is the result of the person's regularly scheduled activities or work duties.
- g. "Regular Access" means unsupervised access to a juvenile(s), for more than a nominal amount of time that is the result of the person's regularly scheduled activities or work duties.

2. Purpose

As mandated by the Washington State Legislature, the purpose of this Contract is to provide funding to expand evidence based treatment and training programs administered by local juvenile courts. The expanded programs include:

- Functional Family Therapy (FFT);
- Multi-Systemic Therapy (MST);
- Coordination of Services (COS); and
- Education and Employment Training (EET).

3. General Requirements

Upon approval of the County Juvenile Court's Approved Evidence Based Expansion Application Response, the County Juvenile Court shall:

- a. Provide projects and services in compliance with the County Juvenile Court's Approved Evidence Based Expansion Application Response to the Rehabilitation Administration's Juvenile Rehabilitation (JR) Evidence Based Expansion Solicitation;
- b. Administer a Washington State Juvenile Court prescreen or full risk assessment to participating youth. Youth who are moderate to high risk on the prescreen assessment must receive a full assessment. All moderate to high risk youth must receive a reassessment at the end of probation, in accordance with the timeline specified in the County Juvenile Court's Approved Evidence Based Application Response; and
- c. Ensure compliance with existing Community Juvenile Accountability Act (CJAA) State Quality Assurance Programs for the following programs: Functional Family Therapy; Multi-systemic

Therapy, Coordination of Services; and Education and Employment Training.

4. Intervention Programs

- a. Functional Family Therapy, Multi-systemic Therapy, Coordination of Services, and Education and Employment Training.
- b. The County Juvenile Court must serve the number of youth at the cost budgeted and as detailed in the County Juvenile Court's Approved Evidence Based Application Response. If the County Juvenile Court anticipates a deviation from any aspect of its Application Response, it must submit a written request for prior approval to the JR Juvenile Court Treatment Programs Administrator. Service delivery must be based on and adhere to the following specifications:

(1) For Functional Family Therapy (FFT):

- (a) General precepts/practices contained in FFT, LLC Initial 3-Day Training;
- (b) Assessment/Reporting Standards contained in FFT, LLC 1-Day Systems Training;
- (c) Clinical feedback from FFT LLC in on-going consultation and site visits;
- (d) Feedback from designated FFT statewide Quality Assurance Administrator in on-going consultation and site visits; and
- (e) Precepts/practices of FFT contained in Blueprints for Violence Prevention.

(2) For Multi-systemic Therapy (MST):

- (a) Precepts/practices of MST contained in Blueprints for Violence Prevention; and
- (b) General precepts/practices contained in training, consultation, and clinical oversight as provided by the University of Washington.

(3) For Coordination of Services (COS):

- (a) Precepts and practices contained in Coordination of Services Statewide Manual; and
- (b) General Precepts and practices contained in the Coordination of Services initial training.

(4) Employment Education and Training (EET):

- (a) General precepts and practices contained in the EET Statewide Manual; and
- (b) Feedback from designated EET statewide Quality Assurance Specialist in on-going consultation and site visits.

- c. For the interventions listed above, the Juvenile Court shall comply with:

- (1) The Washington State Institute for Public Policy (WSIPP) evaluation design for CJAA (see CJAA: Program Evaluation Design, WSIPP November 1998). WSIPP will evaluate recidivism effects as well as the costs and benefits of the programs. The County Juvenile Court shall participate with all parties to ensure effective program evaluation.
- (2) RCW 13.40.500 through 13.40.550 which requires County Juvenile Courts to collect the name, date of birth, gender, social security number, and Juvenile Information System (JUVIS) number for each juvenile enrolled in the Evidence Based Expansion Program (EBP).

5. Performance-Based Contracting Implementation

DCYF is strategically implementing quality and outcome performance measures in contracts that provide services to children and families as required by House Bill 1661. The purpose of this change is to help achieve DCYF's long-term outcome goals, with a focus on building partnerships, using data to learn and improve, and advancing racial equity.

a. DCYF Outcome Goals supported by Juvenile Courts' EBPs include:

- (1) Parents and caregivers are supported to meet the needs of children and youth;
- (2) Youth school engagement;
- (3) High school graduation; and
- (4) Youth mental/behavioral health.

b. Quality Measures

- (1) The quality measures below only apply to Juvenile Court EBP's which are further described in this Statement of Work.
- (2) The County shall participate in ongoing reporting, monitoring, and discussion with DCYF for the following quality measures (program starts):

Program Starts

Goal	Youth access needed Evidence-Based Programs (EBPs)
Metric	Number of youth who start an EBP
Target	100% of youth identified in County's application to start an EBP
Reporting Requirement	Contractors will continue to report program starts in the PACT reporting system
Performance Management	Contract Size / Term: County's future allocation will be based on percentage of target achieved in the current contract cycle.
Continuous Improvement	DCYF will support continuous improvement by establishing a performance feedback loop to share and review performance data with the County annually, at a minimum.

6. Consideration

The maximum consideration for the Evidenced Based Expansion program for SFY22-23 is identified in the "Juvenile Court Evidence Based Expansion Funding Awards SFY22-23" list, incorporated by

reference below in Section 11 of this Statement of Work.

- a. Under expenditures in SFY22 may not be carried forward to the subsequent fiscal year. A revenue sharing process may be made available during the latter part of SFY22 and SFY23 for all counties participating in Evidence Based Expansion contracts, provided funding is available.
- b. The full list of priorities is detailed in the "County Juvenile Court's Washington State Juvenile Court Evidence Based Expansion Application". County Juvenile Courts shall submit the JR provided "Revenue Sharing Requests/Returns Form" to the JR Juvenile Court Treatment Programs Administrator no later than May 15th of each fiscal year. Late submittals shall not be considered, unless otherwise mutually agreed upon. Revenue sharing increases and decreases will be awarded by distribution of a revised "Juvenile Court Evidence Based Expansion Funding Awards SFY22-23" list. The total maximum consideration for this contract may increase or decrease, depending on the results of revenue sharing distributions and changes in appropriations as directed by the legislature."
- c. JR will review utilization by January 1st each fiscal year. If the County Juvenile Court has significantly exceeded their proposed cost per participant as detailed in their "County Juvenile Court's Washington State Juvenile Court Evidence Based Expansion Application", the Juvenile Court Treatment Programs Administrator and CJAA Advisory Committee shall intervene and develop a work plan with the County Juvenile Court to maintain compliance with their proposed cost per participant.
- d. The cost per participant is determined in the "County Juvenile Court's Washington State Juvenile Court Evidence Based Expansion Application", incorporated herein by reference."
- e. Reimbursable costs include staff salaries, staff benefits, training, fees, quality assurance where appropriate, and local expenditures on administration.
- f. Reimbursement for administrative and equipment costs shall not exceed 15% of the original annual allotment. Administrative costs include discrete, assignable activities and cost necessary for overall management and support of a program.

7. Payment and Billing

- a. DCYF shall pay the County upon acceptance by DCYF of a properly completed Invoice Voucher (A-19), or other JR pre-approved invoice document, and the required monthly project forms. JR retains the right to withhold payment for incomplete or delinquent reimbursement packages.
- b. The following Deliverables must be attached with the Invoice Voucher (A-19) and completed before payment will be made by JR:
 - (1) Monthly Project Update Form. Use Exhibit C – Monthly Project Update Form. Submit a separate Update Form for each intervention program (FFT, MST, COS and EET);
 - (2) Monthly Reimbursement Request Form. Use Exhibit D – Monthly Reimbursement Request Form. Submit a separate Update Form for each intervention program (FFT, MST, COS and EET);
 - (3) Quarterly Target Update Form. Use Exhibit E – Quarterly Target Update Form. Submit a separate Target Update Form for each intervention program (FFT, MST, COS and EET) to JR within 15 days following each fiscal quarter being reported on. This form does not need to be submitted with the monthly Invoice Voucher (A-19); and
 - (4) Completed Monthly Business Intelligence Tool (BIT) EBP Summary Report.

- c. The County Juvenile Court agrees to accept payment as outlined in this Billing and Payment Section of the Contract as total and complete remuneration for services provided to offenders under this Contract. This does not preclude the County from seeking other funding sources. No indirect costs are allowed.
- d. The County Juvenile Court shall use these funds to supplement, not supplant, the amount of federal, state, and local funds otherwise expended for the services provided under this Contract.
- e. Under no circumstance shall the County Juvenile Court bill twice for the same services.
- f. The County Juvenile Court shall maintain backup documentation of all costs billed under this Contract.
- g. Stop Payment. If reports required under this Contract are delinquent, JR may stop payment to the County Juvenile Court until such required reports are submitted to JR.

8. County Compliance

a. Subcontractors

If the County Juvenile Court utilizes subcontractors for the provision of services under this Contract, the County Juvenile Court must notify the JR Juvenile Court Treatment Programs Administrator in writing and maintain sufficient documentation to verify that the subcontractors meet all the requirements under this Contract. In no event shall the existence of a subcontract release or reduce the liability of the County Juvenile Court for any breach of performance.

b. Other Provisions

The County Juvenile Court shall comply with the following other provisions for all services provided under this Contract.

(1) Background Check/Criminal History

- (a) This requirement applies to any employees, volunteers and subcontractors who may have unsupervised access to children served under this Contract.
- (b) In accordance with Chapters 388-700 WAC (JR -Practices & Procedures), 72.05 RCW (Children & Youth Services), and by the terms of this contract, the County and each of its employees, subcontractors, and/or volunteers who may or will have regular access to any client/juvenile must be cleared through a JR approved criminal history and background check. In addition, the County, each of their employees, subcontractors, and/or volunteers, who may or will have limited access to any client/juvenile, may be required to be cleared through a JR approved criminal history and background check.
- (c) By execution of this contract, Contractor affirms that Contractor, each of its employees, subcontractors, and/or volunteers, who may or will have regular access have not been convicted of any of the following:
 - i. Any felony sex offense as defined in 9.94A.030 RCW (Sentencing Reform Act-Definitions) and 9A.44.130 RCW (Sex Offenses);
 - ii. Any crime specified in Chapter 9A.44 RCW (Sex Offenses) when the victim was a juvenile in the custody of or under the jurisdiction of JR; or
 - iii. Any violent offense as defined in 9.94A.030 RCW (Sentencing Reform Act-Definitions).

Contractor must require that current employees, volunteers, and contracted service providers who are authorized for regular access to a juvenile(s) report any guilty plea or conviction of any of the above offenses. The report must be made to the person's supervisor within seven (7) days of conviction and any person who have reported a guilty plea or conviction for one or more of these offenses must not have regular access to any offender. Contractor shall also document background checks/criminal history clearances for monitoring purposes.

(2) Sexual Misconduct

- (a) Sexual Misconduct - 13.40.570 RCW (Sexual misconduct by state employees, contractors) states that when the Secretary has reasonable cause to believe that sexual intercourse or sexual contact between the employee of a Contractor and an offender has occurred, the Secretary shall require the employee of a Contractor to be immediately removed from any employment position which would permit the employee to have any access to any offender.
- (b) By execution of this Contract, Contractor affirms that Contractor, each of its employees, subcontractors, and/or volunteers are knowledgeable about the requirements of 13.40.570 RCW (Sexual misconduct by state employees, contractors) and of the crimes included in 9A.44 RCW (Sex Offenses).
- (c) In addition, the Secretary shall disqualify for employment with a Contractor in any position with access to an offender, any person:
- (d) Who is found by the department, based on a preponderance of the evidence, to have had sexual intercourse or sexual contact with the offender; or
- (e) Convicted of any crime specified in chapter 9A.44 RCW (Sex Offenses) when the victim was an offender
- (f) If any actions are taken under 13.40.570 RCW, subsections (3) or (4), the Contractor must demonstrate to the Secretary they have greatly reduced the likelihood that any of its employees, volunteers, or subcontractors could have sexual intercourse or sexual contact with any offender. The Contract shall not be renewed unless the Secretary determines significant progress has been made.

9. Compliance with JR Policies and Standards

- a. In addition to the governing Federal and State laws and regulations, the Contractor shall comply with all DCYF and JR Rules and Policies as applicable to the services provided.
- b. In case of conflict or inconsistency between the aforementioned, the higher standard of compliance shall prevail.

10. Monitoring

The County shall assist the JR to perform reviews of sites where services are delivered at regular intervals using agreed upon forms and methods.

11. Items Incorporated by Reference

- a. RCW 13.40.500 – 13.40.550;
- b. Juvenile Disposition Sentencing Standards;
- c. Evidence-Based Public Policy Options to Reduce Future Prison Construction (October 2006);

- d. Providing Evidence-Based Programs with Fidelity in Washington State Juvenile Courts: Cost Analysis; and
- e. The County's SFY 2022-2023 Washington State Juvenile Court Evidence Based Expansion Application.

12. JR Program Contact Information

The primary program contact for this Contract for DCYF shall be:

Robert Leonard
Program Administrator
Juvenile Rehabilitation
1115 Washington St. SE 98504-4570
206.639.6009
Robert.Leonard@dcyf.wa.gov

Juvenile Court Evidence Based Expansion
MONTHLY PROJECT UPDATE FORM SFY22-23

The following information must be submitted on the Monthly Project Update Form, as provided by JR, for each type of intervention (FFT, MST, COS and EET) and attached to an Invoice Voucher Form A-19 when submitting requests for payment to JR:

- a. County Name
- b. Month/Year of Service
- c. The court's projected number of youth who will start the program for the current fiscal year
- d. The number of youth who started the program during this month (Youth shall only be counted as a starter one time per evidence based program per probation obligation)
- e. The total number of youth who started the program since the beginning of the current fiscal year
- f. The number of youth who have successfully completed the program during this month
- g. The number of youth who have successfully completed the program since the beginning of the current fiscal year
- h. The total number of youth who are still active in the program and have not completed as of the end of this month
- i. The Total Reimbursement for the program since the beginning of the current fiscal year
- j. The County's current cost per youth for the program
- k. Program Comments (include barriers to getting youth to start the programs and/or any opportunities to expand the programs)

Juvenile Court Evidence Based Expansion
MONTHLY REIMBURSEMENT REQUEST FORM SFY22-23

Attach completed Form(s) to an Invoice Voucher Form (A-19) when submitting requests for payment to JR. Note: Complete a separate MONTHLY REIMBURSEMENT REQUEST FORM for each type of intervention (FFT, MST, COS and EET).

COUNTY	MONTH/YEAR	INTERVENTION PROGRAM (FFT, MST, ETC.)
--------	------------	--

COSTS THIS MONTH

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
<u>Administrative (not to exceed 15%)</u>	\$ _____
TOTAL COST	\$ _____

**Juvenile Court Evidence Based Expansion
QUARTERLY TARGET UPDATE FORM SFY22-23**

Submit completed Form(s) to JR within 15 days following each fiscal quarter being reported on. Note: Complete a separate QUARTERLY TARGET UPDATE FORM for each type of intervention (FFT, MST, COS and EET).

COUNTY	QUARTER	YEAR	INTERVENTION PROGRAM (FFT, MST, ETC.)
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PROPOSED QUARTERLY TARGETS

FIRST QUARTER: JUL – SEP	SECOND QUARTER: OCT – DEC	THIRD QUARTER: JAN – MAR	FOURTH QUARTER: APR – JUN
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ACTUAL QUATERLY TARGETS

1. _____	is the number of youth who participated in the project for the quarter being reported.
2. _____	is the number of youth who completed the project for the quarter being reported.

BARRIERS/ISSUES TO MEETING QUARTERLY PARTICIPATION

--

IDENTIFIED OPPORTUNITIES TO EXPAND PARTICIPATION

--

NAMES AND TITLES OF AUTHORIZED OFFICER (PERSON WITH LEGAL AUTHORITY: COUNTY COMMISSIONERS' CHAIR OF THE BOARD, MAYOR, CITY/TOWN MANAGER, AGENCY DIRECTOR)

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

Darryl Banks 6-17-2021
Darryl Banks, Juvenile Court Administrator Date

BENTON COUNTY APPROVAL

Approved as to Form:

Deputy Prosecuting Attorney 06/16/21
Date

By: _____

Name: _____

Title: Chair, Board of Commissioners

Date: _____

Attest:

Clerk of the Board: _____

FRANKLIN COUNTY APPROVAL

Approved as to Form:

Civil Deputy Prosecuting Attorney Date

By: _____

Name: _____

Title: Chair, Board of Commissioners

Date: _____

Attest:

Clerk of the Board: _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	July 13, 2021	Memo Date:	June 24, 2021
Subject:	Voluntary Stewardship Program (VSP) contract between Benton County and The State Conservation Commission for 2021-2023		
Presenter:			
Prepared By:	Donna Hutchinson		
Reviewed By:	Greg Wendt		
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

In 2011 the Washington State Legislature passed legislation known as the Voluntary Stewardship Program (VSP) - RCW 36.70A.700 - 760. The intent of the Voluntary Stewardship Program is to promote plans to protect and enhance critical areas within areas where agricultural activities are conducted, while maintaining and improving the long-term viability of agriculture in Washington State and reducing the conversion of farmland to other uses.

On January 10, 2012, Benton County adopted Resolution 2012-038, formally authorizing the County's participation in the Voluntary Stewardship Program. In each biennium the State has provided adequate funding for the Program and Benton County was provided with grants from the Washington State Conservation Commission, which allowed Benton County to initiate the development of a VSP Work Plan which was completed in 2018.

To continue implementation, the attached 2021-2023 Biennium VSP Contract between Benton County and the Washington State Conservation Commission is being proposed. This Contract will allow for the continued implementation of the Work Plan.

The Washington State Conversation Commission is the funding and oversight agency for the Voluntary Stewardship Program. Attached to this memo for the Board review is the 2021-2023 Biennium VSP Contract between Benton County and the Washington State Conservation Commission.

Fiscal Impact

This is a non-match grant, so the County does not have to provide matching funds. A budget amendment will be presented to the Board of Commissioners in July/August of 2021 for the VSP implementation process. This \$235,000.00 grant is being funded through the Washington State Conservation Commission and is awarded on a reimbursable basis.

Recommendation

It is the recommendation of Planning Staff that the Board of County Commissioners enter into contract with the Washington State Conservation Commission to receive the County's allotted grant funds to continue the implementation.

Motion

Approve as part of consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON
IN THE MATTER OF COUNTY PLANNING RE: Voluntary Stewardship Program (VSP),
Grant Contract between the Washington State Conservation Commission and Benton County
to secure grant funding necessary for Work Plan implementation as required for the
Voluntary Stewardship Program.

WHEREAS, the Washington State Legislature passed the Voluntary Stewardship Program in 2011
(RCW 36.70A.700), and in each biennium has provided funding; and,

WHEREAS, the Washington State Conservation Commission has authority and responsibility for
the administration of the Voluntary Stewardship Program at the State level; and,

WHEREAS on January 10, 2012 Benton County adopted Resolution 2012-038 which formally
authorized the County's participation in VSP. In each biennium, the State has provided
adequate funding for the Program, which allowed Benton County to initiate the development
and completion of a VSP Work Plan. The work plan was completed in 2018; and,

WHEREAS, the Washington State Conservation Commission has allocated grant funding for the
2021-2023 Biennium for Benton County in the amount of \$235,000 to assist the County in Work
Plan implementation as required for the Voluntary Stewardship Program; NOW THEREFORE,

BE IT RESOLVED, that upon entering into a contract with the Washington State Conservation
Commission, Benton County will receive the allocated State grant funding necessary for Work Plan
implementation as required for the Voluntary Stewardship Program; and,

BE IT FURTHER RESOLVED that the Board approve the 2021-2023 Biennium Contract No. K2202
with the Washington State Conservation Commission and authorize the Chairman of the Board to
sign said contract; and,

BE IT FURTHER RESOLVED, the Contract shall be fully executed upon signature of both parties.

Dated this _____ day of _____ 2021.

Chairman of the Board

Member

Member

Constituting the Board of County
Commissioners of Benton County
Washington.

Attest.....

Clerk of the Board

GW/djh

2021-23 Biennium Contract No. K2202

BETWEEN

The Washington State Conservation Commission

AND

Benton County

FOR

Voluntary Stewardship Program Implementation

THIS AGREEMENT is made and entered into by and between the Washington State Conservation Commission, hereinafter referred to as "COMMISSION" and Benton County, hereinafter referred to as "COUNTY".

IT IS THE PURPOSE OF THIS AGREEMENT to provide funding to the COUNTY for the implementation of the work plan as required for the Voluntary Stewardship Program (VSP), consistent with RCW 36.70A.700-760 and related statutes.

THEREFORE, IT IS MUTUALLY AGREED THAT the COMMISSION will provide funding consistent with the terms of this contract, the policies of the COMMISSION, and the laws of the State of Washington; and the COUNTY will implement the terms of this contract with the funding provided consistent with the policies of the COMMISSION and the laws of the State of Washington.

1.0 PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this agreement shall be from July 1, 2021 through June 30, 2023, unless either extended by agreement of the parties or terminated sooner, as provided herein.

2.0 SCOPE OF WORK

It is the intent of the parties that the COUNTY will perform its duties consistent with the timelines set forth in RCW 36.70A.720-735, subject to available funding, and subject to state contracting requirements. The COUNTY shall furnish the necessary personnel, equipment, material and/or service(s), or contract with third parties to accomplish the same, and otherwise do all things necessary for or incidental to the performance of the work set forth herein.

The COUNTY shall report in writing within 30 days any problems, delays or adverse conditions that will materially affect their ability to meet project objectives or time schedules stated herein. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed to resolve the situation.

The COUNTY shall complete the work listed in APPENDIX B – SCOPE OF WORK, herein.

3.0 FUNDING AVAILABILITY AND COSTS

The parties expect legislative appropriation for this work shall not exceed \$235,000. Payment for satisfactory performance of the work accomplished under this agreement shall not exceed this amount. The COMMISSION'S ability to make payments is contingent on availability of funding. In the event funding from the state is withdrawn, reduced, limited or otherwise determined by the COMMISSION to be inadequate in any way after the effective date and prior to completion or expiration date of this agreement, the COMMISSION, at its sole discretion, may elect to terminate the agreement, in whole or part, for convenience or to renegotiate the agreement subject to new funding limitations and conditions. The COMMISSION may also elect to suspend performance of the agreement until the COMMISSION determines the funding insufficiency is resolved. Should the COMMISSION determine funding needs to be reduced, the COMMISSION will provide 30-days notice of an intent to reduce the amount of funding available under this agreement.

3.1 Eligible Costs

The COMMISSION will pay the following costs, but only upon full COUNTY compliance with APPENDIX C – BILLING PROCEDURE:

- Salaries and benefits, 20% indirect of salaries and benefits is allowed on COUNTY personnel or any subcontractor personnel designated by the COUNTY to qualify for indirect costs.
- Travel, including mileage and per diem for program staff, consistent with state law. Travel and expenses paid directly to work group member participants is not allowed.
- Meeting rooms and light refreshments for working meetings. If light refreshments will be provided for meetings a *Meeting Expense Authorization* form needs to be approved prior to the purchase of the refreshments and approved by an authorized signatory. Light refreshments are defined as: an edible item that may be served between meals, for example, doughnuts, sweet rolls, and pieces of fruit or cheese. A list of meeting attendees and an agenda are also required to be eligible for reimbursement.
- Facilitation, reports, studies, research and document preparation, which may be accomplished through either staff efforts or qualified contractors. Contractor services shall conform to ordinary billing rates and overhead multipliers for the type and location of the services within the COUNTY.
- Copy and printing costs.

- Equipment. The COUNTY agrees and understands that pre-approval by the COMMISSION is required for equipment purchases over \$1,000. All equipment should be directly related to the activities of the watershed group and the implementation of the VSP. Equipment may include, but is not limited to, computers, data base software, and GIS software. The COUNTY agrees to use the COMMISSION's VSP Equipment Request form (<https://www.formstack.com/forms/?4320646-BuPBL SyaEi>) for equipment purchases over \$1,000.

3.2 Cost-Share Programs

The COUNTY may choose to offer a cost-share program to achieve the goals and objectives of the county work plan and RCW Chapter 36.70A. If the COUNTY so chooses to offer a cost-share program to VSP participants using funds provided under this contract, the COUNTY hereby agrees that COMMISSION cost-share policies and procedures will be abided by, regardless of who is administering the cost-share program (the COUNTY or some other entity on behalf of the COUNTY). Further, the COUNTY must be in compliance with APPENDIX C – BILLING PROCEDURE and must also:

- Consult with COMMISSION STAFF identified in APPENDIX C – BILLING PROCEDURE, prior to using VSP funds for a cost-share program,
- Provide written documentation that the county work group has approved the cost share program,
- Receive training regarding COMMISSION cost-share policies and procedures, from COMMISSION STAFF identified in APPENDIX C – BILLING PROCEDURE, prior to using VSP funds for a cost-share program, unless COUNTY staff or the entity or entities administering such a cost-share program have already received such training from the COMMISSION, and
- VSP cost-share projects that are funded using any amount of COMMISSION VSP funds shall be documented in the Conservation Practice Database System (CPDS) under RCW 36.70A.720 (2) (b) (i) and (c) (i).
- Any cost-share project using any amount of COMMISSION VSP funds shall only use the cost-share contract provided in CPDS.

3.3 Disallowed Costs

The COUNTY is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors (such as consultants), and Assignees. If the COUNTY expends more than the amount of the COMMISSION funding in this agreement in anticipation of receiving additional funds from the COMMISSION, it does so at its own risk. The COMMISSION is not legally obligated to reimburse the COUNTY for costs incurred in excess of this agreement.

3.4 Insufficient Funds

The obligation of the COMMISSION to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this contract crosses over state fiscal years the obligation of the COMMISSION is contingent upon the appropriation of funds during the next fiscal year. The failure of the legislature or federal agencies to appropriate or allot such funds to the program shall be good cause to terminate this contract and for the Executive Director of the COMMISSION to determine that the watershed has not received adequate funding to implement the program consistent with RCW 36.70A.735 (d).

3.5 Method of Compensation

Payment shall be made on a reimbursable basis for costs or obligations. Eligible costs incurred by the COUNTY will be considered to have been paid by the COUNTY under this contract at the time the COUNTY seeks reimbursement from the COMMISSION. No payments in advance of or in anticipation of goods or services to be provided under this agreement shall be made by the COMMISSION. The COUNTY must fully comply with APPENDIX C- BILLING PROCEDURE to be eligible for reimbursement.

4.0 ASSIGNMENT

The COUNTY may not assign this contract. The COUNTY may however, delegate the work to be completed under this agreement to an Agent. Any such Agent shall comply with the requirements of this agreement. Within any such delegation the COUNTY shall remain liable for any claim arising thereunder, and the COUNTY shall remain responsible for compliance with this agreement and RCW 36.70A.700-735, and with all applicable Federal, State and local laws, orders, regulations and permits. COUNTY retains the right to subcontract any portion or portions of the work as it deems necessary to complete the work. If COUNTY chooses to delegate tasks to a lead entity for VSP, a copy of the subcontract must be sent to the Commission's VSP Contract Manager identified in APPENDIX C – BILLING PROCEDURE as soon as the subcontract has been signed by both parties.

5.0 CONTRACT MANAGEMENT

Each party shall assign a specific individual to be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement. Those individuals will be set out in APPENDIX D – RESPONSIBLE INDIVIDUALS herein incorporated by reference. If for any reason the individuals identified in Appendix D change, the parties agree to immediately identify and notify each other of another in writing of the new responsible individual for this agreement.

6.0 TERMINATION

The COUNTY may terminate this agreement upon 30-days' prior written notification to the COMMISSION. If this agreement is terminated by the COUNTY, the COUNTY shall be reimbursed only for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination. If this agreement is terminated by the COMMISSION, the COUNTY shall be reimbursed only for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination. If the COUNTY terminates this agreement prior to the work plan's approval, or prior to when the work plan's goals and benchmarks are met, the COUNTY may be subject to the requirements of RCW 36.70A.735 and related statutory sections.

The COMMISSION may terminate this agreement upon 30-days' prior written notification to the COUNTY for cause, or for any reason or combination of reasons listed below, each of which constitute a breach of this contract in accordance with Section 7.0 BREACH:

- 6.1 Failure to complete the requirements of Section 2.0 SCOPE OF WORK and/or APPENDIX B - SCOPE OF WORK in a reasonable time frame, or for the reasons listed in 3.0 FUNDING AVAILABILITY above.
- 6.2 The failure to provide timely quarterly status reports are grounds for the termination of this agreement, at the sole determination of the COMMISSION.
- 6.3 The failure to abide by the conditions set out in Section 3.2 above, related to the administration of a cost-share program are grounds for the termination of this agreement, at the sole determination of the COMMISSION.
- 6.4 The failure of the COUNTY to fully comply with the provisions in APPENDIX C – BILLING PROCEDURE shall be grounds for termination of this agreement.
- 6.5 The failure of the COUNTY to submit monthly invoices for reimbursement to the COMMISSION's VSP Contract Manager, in accordance with APPENDIX C – BILLING PROCEDURE, shall be grounds for termination of this agreement.
- 6.6 The failure of the COUNTY to identify and keep current the responsible individual as identified in APPENDIX D – RESPONSIBLE INDIVIDUALS, shall be grounds for termination of this agreement.

The COUNTY or the COMMISSION may terminate this agreement upon 60-days' prior written notification for convenience, without any showing of cause.

7.0 BREACH

The COUNTY shall not be relieved of any liability to the COMMISSION for damages sustained by the COMMISSION and/or the State of Washington because of any breach of

contract by the COUNTY. The COMMISSION may withhold payments for the purpose of setoff until such time as the exact amount of damages due the COMMISSION from the COUNTY is determined. In the event the COUNTY fails to commence work on the project funded herein within the timelines established under RCW Chapter 36.70A., the COUNTY shall be subject to the requirements of RCW 36.70A.735.

8.0 ENTIRE AGREEMENT AND CHANGES, MODIFICATIONS AND AMENDMENTS

This agreement and the attached APPENDICES (APPENDIX A-D) contain the entire integrated agreement of the parties may be changed, modified or amended by written agreement executed by both parties.

9.0 EFFECTIVE DATE

The effective date of this agreement shall be July 1, 2021. This date shall be the "receipt of funds" date for purposes of RCW 36.70A.703 (9) and RCW 36.70A.725 (5) and (6).

10.0 ORDER OF PRECEDENCE

Each of the exhibits listed below is by this reference hereby incorporated into this contract. In the event of a conflict in such terms, or between the terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- **Applicable Federal and state of Washington statutes and regulations.**
- Mutually agreed written amendments to this Contract.
- **Appendix B – Scope of Work**
- This Contract.
- **Appendix A – General Terms and Conditions**
- **Appendix C – Billing Procedure**
- **Appendix D – Responsible Individuals**
- Any other provision, term or material incorporated by reference or otherwise incorporated.

11.0 APPROVAL

This contract shall be subject to the written approval of representatives of both parties and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

The signatories to this contract represent that they have the authority to execute this contract.

Washington State Conservation Commission

Benton County

Signature

Signature

Executive Director Date

Title Date



Approved as to Form, Ryan Brown, DPA

APPROVED AS TO FORM BY THE WASHINGTON STATE ATTORNEY GENERAL'S OFFICE

2021-23 Biennium Voluntary Stewardship Program

COMMISSION and COUNTY Agreement

APPENDIX A – GENERAL TERMS AND CONDITIONS

I. DEFINITIONS

Terms used throughout this contract are defined below:

"Agreement" shall mean the contract agreement to which these terms and conditions are affixed.

"Agent" shall mean any entity to which the COUNTY has assigned responsibilities as allowed in the agreement.

"Best management practice (BMP)" is a technique designed to protect the air, water, soil, animals, plants, and humans. BMPs must meet NRCS standards, or alternative practice designs approved by a licensed professional engineer. NRCS Practice Standards and Specifications are contained in the USDA NRCS Field Office Technical Guide (FOTG). SCC also maintains a list of approved practices eligible for cost share for special programs.

"COMMISSION" shall mean the Washington State Conservation Commission, any division, section, office, including the Office of Farmland Preservation, unit or other entity of the COMMISSION, or any of the officers or other officials lawfully representing the COMMISSION.

"Cost-share" is funding used to reimburse landowners for a percentage of the costs associated with the implementation of Best Management Practice(s) BMP(s). Examples of costs include, but are not limited to labor, materials, and permits.

"COUNTY" shall mean the County receiving the funds as identified in the agreement that this Appendix is a part of, and is performing activities under this contract, and shall include all employees of the COUNTY.

"Current fiscal year" shall mean July 1, 2021 through June 30, 2023.

"Five year report" shall mean written report, provided not later than five years after the receipt of funding for a participating watershed and every five years thereafter, to the Executive Director of the COMMISSION and to the COUNTY on whether the COUNTY has met the COUNTY work plan's protection and enhancement goals and benchmarks, as described in RCW 36.70A.720 (2) (b) (i) and (c) (i).

"Implement" and "implementation" shall mean to execute any requirements of RCW 36.70A.700-760 and associated statutes.

"Project Officer" shall mean the specific employee of the COMMISSION that is assigned as the primary contact for purposes of the fulfillment of this agreement.

"Two year report" shall mean the written report of the status of plans and accomplishments that shall be provided to the COUNTY and to the COMMISSION within sixty days after the end of each biennium, as described in RCW 36.70A.720 (1) (j).

"Voluntary Stewardship Program" and "VSP" shall mean the program established in, and governed by, RCW 36.70A.700-760 and associated statutes.

"Watershed group" means an entity designated by a county under the provisions of RCW 36.70A.715.

"Work group participants" means those volunteer members of the county VSP work group designated by the COUNTY who are working to implement the work plan and fulfill ancillary VSP statutory requirements.

"Work plan" means a watershed work plan developed under the provisions of RCW 36.70A.720.

II. DISPUTES

Except as otherwise provided in this contract, any dispute arising under this contract shall be decided in the following manner:

By the Commission's Project Officer or other designated official who shall provide a written statement of decision to the COUNTY. The decision of the Project Officer or other designated official shall be final and conclusive unless, within thirty days from the date the COMMISSION receives such statement, the COUNTY mails or otherwise furnishes to the Executive Director of the COMMISSION a written appeal.

An appeal of the Project Officer's decision shall be addressed by the COMMISSION's Executive Director. The COUNTY shall have the opportunity to meet with the Executive Director to be heard either in person or by phone and to provide documents in support of their appeal. The decision of the COMMISSION's Executive Director for the resolution of such appeals shall be final and conclusive and constitutes a final agency action for the purposes of the Washington Administrative Procedures Act, RCW 34.05.

Pending final decision of dispute hereunder, the COUNTY shall proceed diligently with the performance of this contract and in accordance with the decision rendered.

III. GOVERNANCE

This agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws. The COUNTY and any Agent shall comply fully with all applicable federal, state and local laws, orders, regulations and permits. Any action brought to enforce the terms of this agreement shall be in the Superior Court for Thurston County. Except as otherwise provided in this agreement, in the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

IV. CONTRACTING FOR SERVICES

Contracts for personal services, purchased services/goods, and public works shall be awarded through a competitive process, if required by State law. The COUNTY shall retain copies of all bids received and contracts awarded, for inspection and use by the COMMISSION. Retention of copies shall be consistent with time periods established herein.

V. INDEMNIFICATION

The COMMISSION shall in no way be held responsible for payment of salaries, consultant fees, and other costs related to the project described herein, except as provided in the scope of work through the reimbursement procedures described in this agreement.

To the fullest extent permitted by law, the COUNTY shall indemnify, defend and hold harmless the State of Washington, agencies of the State and all officials, agents and employees of the State, from and against all claims arising out of or resulting from the performance of the contract. The COUNTY'S obligation to indemnify, defend, and hold harmless includes any claim by the COUNTY'S agents, employees, representatives, or any subcontractor or a subcontractor's employees.

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

The COUNTY waives its immunity under Title 51 RCW (Industrial Insurance) to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

The COMMISSION shall be responsible for any liability arising from its own actions. However, any liability by the COMMISSION shall not mitigate the COUNTY's duty to indemnify the COMMISSION for all claims arising out of its performance of the contract.

VI. RECOVERY OF PAYMENTS

In the event the COUNTY fails, through the failure to exercise reasonable diligence unrelated to the State's failure to fully fund the stewardship process, to perform obligations required of it by this contract, the COUNTY may be required to repay to the COMMISSION any funds that were spent by the county without exercising reasonable diligence or a portion of funds disbursed to the COUNTY for those parts of the project that are rendered worthless by such failure to exercise reasonable diligence.

In the event that the COUNTY fails to expend funds under this contract in accordance with state laws and/or the provisions of this contract, the COMMISSION reserves the right to

recapture state funds in an amount equivalent to the extent of the noncompliance in addition to any other remedies available at law or in equity.

Such rights of recapture shall exist for a period of two years following contract termination. Repayment by the COUNTY of funds under this recapture provision shall occur within 30 days of demand. In the event that the COMMISSION elects to institute legal proceedings to enforce the recapture provision, the prevailing party in any litigation for "recapture" shall be entitled to reasonable attorney fees.

VII. INELIGIBILITY

The COUNTY certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or state agency.

VIII. INDEPENDENT RELATIONSHIP

The COUNTY or COUNTY's Agent(s) performing under this contract are not employees or agents of the COMMISSION. The COUNTY shall not hold themselves out as nor claim to be an officer or employee of the COMMISSION or of the State of Washington by reason hereof, nor will the COUNTY make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work outlined in the scope of work shall be solely with the COUNTY.

IX. KICKBACKS

The COUNTY and its employees and authorized representatives are prohibited from inducing by any means any person employed or otherwise involved in this project to give up any part of the compensation to which he/she is otherwise entitled or, receive any fee, commission or gift in return for award of a subcontract hereunder.

X. INTELLECTUAL PROPERTY

Copyrights and Patents. Should the COUNTY or COUNTY's Agent(s) create any copyrightable materials or invent any patentable property in the course of the scope of work governed by this agreement, the COUNTY may copyright or patent the same but shall grant the COMMISSION a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes. Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions developed by the COUNTY as provided in 35 U.S.C. §§ 200–212.

Publications. When the COUNTY, COUNTY's Agent(s), or persons employed by the COUNTY use or publish information of the COMMISSION; present papers, lectures, or seminars involving information supplied by the COMMISSION; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the COMMISSION.

XI. PROPERTY MANAGEMENT

The COMMISSION'S Property and Records Management Policy, contained in the [Commission's Grants and Contracts Manual](#), hereby incorporated by reference, and any updates thereto, shall control the use and disposition of all real and personal property purchases wholly or in part with funds furnished by the COMMISSION in the absence of state, federal statute(s), regulations(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the scope of work.

XII. RECORDS MAINTENANCE

The parties to this agreement shall each maintain books, records, documents and other information which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be kept in accordance with the provisions contained on the [Secretary of State archives](#), for records retention, hereby incorporated by reference, and any updates thereto. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, federal officials so authorized by law, and as provided by the state Public Records Act, RCW 42.56. All books, records, documents, and other material relevant to this agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

XIII. SEVERABILITY

If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement, which can be given effect without the invalid provision if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this agreement are declared to be severable.

XIV. WAIVER

A failure by either party to exercise its rights under this agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original agreement.

XV. ACCESSIBILITY REQUIREMENTS

COUNTY will remain current with Federal and Washington State accessibility standards and comply with *OCIO Policy 188 – Accessibility* located at <https://ocio.wa.gov/policy/accessibility>.

2021-23 Biennium Voluntary Stewardship Program

COMMISSION and COUNTY Agreement

APPENDIX B – SCOPE OF WORK

The scope of the work to be performed by the COUNTY, or its contractors, under this agreement is the following:

- 1) Organize, convene, and maintain a watershed group. This includes providing necessary staff support and facilitation for the watershed group. Assist the watershed group in the implementation of the approved VSP work plan, including
 - A. Working closely with the watershed group and technical service providers to ensure full compliance with the requirements and intent of VSP.
 - B. Ensure that every effort is made to maintain effective communication between the watershed group, the technical service providers, the COUNTY, local stakeholders, and participating state and federal agencies and personnel.
 - C. The COUNTY will organize members of a VSP watershed group with representatives from a variety of stakeholder groups including but not limited to tribes, environmental groups, and agriculture. Organization of a vetted core watershed group comprised of a broad representation of key watershed stakeholders and, at a minimum, representatives of agricultural and environmental groups and tribes that agree to participate. The COUNTY will encourage existing lead entities, watershed planning units, or other integrating organizations to serve as the watershed group.
 - D. The COUNTY will develop and/or maintain watershed group meeting bylaws, rules, and/or policies.
 - E. The COUNTY will provide facilitation for watershed group meetings or other actions of the watershed group.
- 2) Implement the VSP work plan, including implementing the requirements of the VSP and RCW Chapter 36.70A.700-760. Implementation includes:
 - A. Identifying critical areas and agricultural activities within those critical areas.
 - B. Identifying a public outreach plan to contact landowners.

- C. Identifying and designating entity(ies) to provide landowner assistance (voluntary stewardship plans).
- D. Identifying measurable programmatic and implementation goals and benchmarks.
- E. Reviewing and incorporating applicable water quality, watershed management, farmland protection, and required species recovery data and plans.
- F. Seeking input from tribes, agencies and stakeholders.
- G. Developing goals for participation by agricultural operators conducting commercial and noncommercial agricultural activities in the watershed necessary to meet the protection and enhancement benchmarks of the work plan.
- H. Ensuring outreach and technical assistance is provided to producers and operators in the various watersheds of the county.
- I. Creating measurable benchmarks that, within ten years after receipt of funding, are designed to result in (i) the protection of critical areas functions and values and (ii) the enhancement of critical areas functions and values through voluntary, incentive based measures.
- J. Incorporating into the work plan any existing development regulations relied upon to achieve the goals and benchmarks for protection of critical areas.
- K. Establishing baseline monitoring for (i) participation and implementation of voluntary stewardship plans and projects, (ii) stewardship activities, and (iii) the effects on critical areas and agriculture relevant to protection and enhancement benchmarks.
- L. Developing timelines for periodic evaluations, adaptive management, and provide written reports of plan status and/or accomplishments to the COMMISSION.
- M. Coordinating monitoring programs with other state agency activities.
- N. Meeting any other requirement for the successful implementation of VSP in RCW 36.70A.720.

Deliverables:

- 1) Organize, convene and maintain a watershed group that meets regularly and as necessary for implementation of the county VSP work plan.

2) Implement the VSP work plan, including implementing the requirements of the VSP and RCW Chapter 36.70A.700-760.

A. Two year status reports. No later than August 30, 2021, provide the written biennial report to the COMMISSION. The biennial report must provide the status of plans and accomplishments of the work plan to COMMISSION. The biennial report should include a summary of how plan implementation is affecting each of the following:

- 1) The protection and enhancement of critical areas within the area where agricultural activities are conducted;
- 2) The maintenance and improvement of the long-term viability of agriculture;
- 3) Reducing the conversion of farmland to other uses;
- 4) The maximization of the use of voluntary incentive programs to encourage good riparian and ecosystem stewardship as an alternative to historic approaches used to protect critical areas;
- 5) The leveraging of existing resources by relying upon existing work and plans in counties and local watersheds, as well as existing state and federal programs to the maximum extent practicable to achieve program goals;
- 6) Ongoing efforts to encourage and foster a spirit of cooperation and partnership among county, tribal, environmental, and agricultural interests to better assure the program success;
- 7) Ongoing efforts to improve compliance with other laws designed to protect water quality and fish habitat; and
- 8) A description of efforts showing how relying upon voluntary stewardship practices as the primary method of protecting critical areas and does not require the cessation of agricultural activities.

~~B. Five year review and evaluation report. If a Five year VSP report is due during this contract period, then no later than the current deadline for submittal of the report to the COMMISSION, and in conjunction with the county watershed group, facilitate, develop, assist and submit the five year report to the director of the COMMISSION. See RCW 36.70A.720 (2) (b) (i) and (c) (i). When submitting the five year review and evaluation report to the COMMISSION, as per RCW 36.70A.720 and RCW 36.70A.730, the COUNTY agrees to use the COMMISSION'S Guide and Template. The Guide is available for download on the COMMISSION'S~~

State
Conservation
Commission

Benton County

VSP ~~web page:~~ (<https://www.scc.wa.gov/vsp/implementation>). The Template will be provided or made available by the COMMISSION to the COUNTY.

- C. ~~At five year intervals from the date of receipt of funding, each county watershed group must submit a report to the director of the Commission and the COUNTY on whether it has met the work plan's protection and enhancement goals and benchmarks. The five year review and evaluation report should include a summary of how plan implementation is satisfying the flowing plan elements through VSP implementation:~~

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Benton County

- ~~1) Develop goals for participation by agricultural operators conducting commercial and noncommercial agricultural activities in the watershed necessary to meet the protection and enhancement benchmarks of the work plan;~~
- ~~2) Ensure outreach and technical assistance is provided to agricultural operators in the watershed;~~
- ~~3) Create measurable benchmarks that, within ten years after the receipt of funding, are designed to result in (i) the protection of critical area functions and values and (ii) the enhancement of critical area functions and values through voluntary, incentive-based measures;~~
- ~~4) Work with the entity providing technical assistance to ensure that individual stewardship plans contribute to the goals and benchmarks of the work plan;~~
- ~~5) Incorporate into the work plan any existing development regulations relied upon to achieve the goals and benchmarks for protection;~~
- ~~6) Establish baseline monitoring for: (i) Participation activities and implementation of the voluntary stewardship plans and projects; (ii) stewardship activities; and (iii) the effects on critical areas and agriculture relevant to the protection and enhancement benchmarks developed for the watershed;~~
- ~~7) Conduct periodic evaluations, institute adaptive management, and provide a written report of the status of plans and accomplishments to the county and to the commission within sixty days after the end of each biennium;~~
- ~~8) Assist state agencies in their monitoring programs; and~~
- ~~9) Satisfy any other reporting requirements of the program.~~

10) ~~The COUNTY agrees that VSP cost-share projects funded using any amount of COMMISSION VSP funds shall be reported in the Conservation Practices Database System (CPDS).~~

State
Conservation
Commission

Benton County

D. Provide a timely quarterly status report to the VSP Program Manager in a form and manner prescribed by the COMMISSION, and deemed reasonable by COUNTY staff. Reports are to be submitted online to the COMMISSION. Quarterly reports are here: <https://www.formstack.com/forms/?2221155-U3eHq4N8zh>.

E. Quarterly reports are due quarterly for this Agreement:

July 2021 – June 2022:

Period of July 1 – September 30, 2021 – Due October 10, 2021

Period of October 1 – December 31, 2021 – Due January 10, 2022

Period of January 1 – March 31, 2022 – Due April 10, 2022

Period of April 1 – June 30, 2022 – Due July 10, 2022

July 2022 - June 2023:

Period of July 1 – September 30, 2022 – Due October 10, 2022

Period of October 1 – December 31, 2022 – Due January 10, 2023

Period of January 1 – March 31, 2023 – Due April 10, 2023

Period of April 1 – June 30, 2023 – Due July 10, 2023

F. Ensure that the COMMISSION has the most recent version of the COUNTY's VSP work plan by providing to the COMMISSION's Project Officer, identified herein in APPENDIX D – RESPONSIBLE INDIVIDUALS, the most current version of the COUNTY's VSP work plan, which includes all attachments and / or appendices. This can be accomplished by sending the COMMISSION an electronic link which the COMMISSION can use to download the plan.

G. Provide to the COMMISSION's VSP Contract Manager, no later than 120 days from the date this agreement is signed by the COUNTY, an implementation budget designed to ensure all requirements related to VSP implementation are accounted for during the performance of this agreement, and to ensure that the two year ~~and five year~~ reporting requirements will be met.

State
Conservation
Commission

Benton County

2021-23 Biennium Voluntary Stewardship Program

COMMISSION and COUNTY Agreement

APPENDIX C – BILLING PROCEDURE

The COUNTY shall submit monthly invoices in the form and manner identified by the COMMISSION to the Commission's VSP Contract Manager:

Karla Heinitz
VSP Contract Manager
Washington State Conservation Commission
P.O. Box 47721
Olympia, WA 98504

Send invoices to: sccgrants@sccgrants.wa.gov

For billing questions, contact: kheinitz@scc.wa.gov; phone: 360-407-6212

Invoices will follow procedures outlined in the most current [Grant and Contract Procedure Manual](#). Invoices for payment shall be submitted **monthly**. An invoice shall be submitted regardless of whether work has been performed on the project, this is considered a "No Activity" Invoice. Quarterly billings are not allowed and will not be accepted. A time summary for staff costs, including compensation or billing rates, shall be attached. Individual time records will be kept available at the COUNTY for review, in accordance with the Secretary of State's document retention schedule of the [Secretary of State archives](#). A copy of any contractor invoices, or other receipts will be attached to the billing.

Equipment purchases for equipment over \$1,000 shall be made using the COMMISSION's VSP Equipment Request form (<https://www.formstack.com/forms/?4320646-BuPBL SyaEi>).

Payment to the COUNTY for approved and completed work will be made by account transfer by the COMMISSION **monthly** upon receipt of the invoice. Payment will be made to the person identified at the COUNTY in APPENDIX D – RESPONSIBLE INDIVIDUALS unless the COUNTY shall identify and provide contact information to the COMMISSION to the person listed in APPENDIX C - BILLING PROCEDURE herein.

Final Request for Payment:

The COUNTY must submit final requests for compensation during the current fiscal year no later than July 10 after the end of the current fiscal year. Failure to comply with this timeline may result in denial of any such claim.

2021-23 Biennium Voluntary Stewardship Program

COMMISSION and COUNTY Agreement

APPENDIX D – RESPONSIBLE INDIVIDUALS

The Project Officer for the COMMISSION is:

Ron Shultz
Policy Director
Washington State Conservation Commission
P.O. Box 47721
Olympia, Washington 98504
(360) 407-7507
rshultz@scc.wa.gov

The responsible individual for the COUNTY is:

NAME: Greg Wendt,
TITLE: Director, Community Development Dept.
AGENCY: Benton County
MAIL ADDRESS: P.O. Box 910
CITY, STATE, ZIP: Prosser WA 99350
PHONE: 509-786-5612
EMAIL: greg.wendt@co.benton.wa.us

The COUNTY Billing Contact (if different than the responsible individual for the COUNTY above):

NAME: Donna Hutchinson
TITLE: Office Assistant IV
AGENCY: Benton County Community Development Dept.
MAIL ADDRESS: P.O. Box 910
CITY, STATE, ZIP: Prosser WA 99350
PHONE: 509-786-5612
EMAIL: donna.hutchinson@co.benton.wa.us

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	July 13, 2021	Memo Date:	June 25, 2021
Subject:	Interagency Agreement with Benton Conservation District for VSP Implementation		
Presenter:	Greg Wendt		
Prepared By:	Donna Hutchinson		
Reviewed By:	Greg Wendt		
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

In 2011 the Washington State Legislature passed legislation known as the Voluntary Stewardship Program (VSP) - RCW 36.70A.700 - 760. The intent of the Voluntary Stewardship Program is to promote plans to protect and enhance critical areas within areas where agricultural activities are conducted, while maintaining and improving the long-term viability of agriculture in Washington State and reducing the conversion of farmland to other uses.

On January 10, 2012, Benton County adopted Resolution 2012-038, formally authorizing the County's participation in the Voluntary Stewardship Program. In 2015, the State provided adequate funding for the Program and Benton County was provided with a \$270,000 Washington State Conservation Commission grant, which allowed Benton County to initiate the development of a VSP Work Plan.

The VSP Work Plan was completed in 2018 and to continue implementation, a 2021-2023 Biennium VSP Contract No. K2202 between Benton County and the Washington State Conservation Commission is proposed.

Additionally, with the Board of County Commissioners approval of the contract accepting VSP funding for the 2021 – 23 Biennium, the next step towards VSP Work Plan development and implementation would be to re-enter into an Interagency Agreement with the Benton Conservation District. The Benton Conservation District has and continues to organize, facilitate, and provide leadership to the implementation of the VSP Work Plan that provides protection for critical areas while maintaining the viability of agriculture.

Fiscal Impact

The amount of the attached Interagency Agreement with the Benton Conservation District is not to exceed \$235,000.00 and is being funded by a pass-through grant from the Washington State Conservation Commission.

Recommendation

It is the recommendation of Planning Staff that the Board of County Commissioners enter into an Interagency Agreement with the Benton Conservation District for assistance in completing the requirements for implementation of the Voluntary Stewardship Program for Benton County, consistent with RCW 36.70A.700 – 760 and related statutes.

Suggested Motion

Approve as part of Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY PLANNING RE: Interagency Agreement between Benton County and the Benton Conservation District for Voluntary Stewardship Program (VSP) Work Plan continued implementation as required for the Voluntary Stewardship Program.

WHEREAS, the Washington State Legislature passed the Voluntary Stewardship Program in 2011 (RCW 36.70A.700), and in each biennium has provided funding; and,

WHEREAS, the Washington State Conservation Commission has authority and responsibility for the administration of the Voluntary Stewardship Program at the State level; and,

WHEREAS on January 10 ,2012 Benton County adopted Resolution 2012-038 which formally authorized the County's participation in VSP. In 2015 through 2018, the State has provided adequate funding for the Program, which allowed Benton County to initiate the development and completion of a VSP Work Plan. The work plan was completed in 2018; and,

WHEREAS, to continue implementation Benton County entered into an Interagency Agreement with the Benton Conservation District to finalize the Work Plan and begin implementation of said Work Plan. The Benton Conservation District continued to organize, facilitate, and provide leadership to the implementation of the work plan for Benton County funded by a grant from the Washington State Conservation Commission for the 2019-2020 biennium; and,

WHEREAS, the Washington State Conservation Commission has allocated grant funding for the 2021-23 biennium for Benton County in the amount of \$235,000 to assist the County in Work Plan implementation as required for the Voluntary Stewardship Program; and,

WHEREAS, Benton County has determined that an Interagency Agreement is needed to continue to implement the VSP Work Plan; and

WHEREAS, the Planning Department recommends that Benton County enter into an Interagency Agreement with the Benton Conservation District for assistance in the Voluntary Stewardship Program Work Plan continued implementation; NOW THEREFORE,

BE IT RESOLVED, that the Board of County Commissioners does hereby concur with the attached Interagency Agreement between Benton County and the Benton Conservation District to assist the County in the implementation for the Voluntary Stewardship Program as described in the statement of work for an amount not to exceed \$235,000 and authorize the Chairman of the Board to sign said contract; and,

BE IT FURTHER RESOLVED that the term of this Interagency Agreement shall begin upon signature of both parties and shall expire on June 30, 2023.

Dated this _____ day of _____ 2021.

Chairman of the Board

Member

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

Attest.....
Clerk of the Board

Copy to PA, PLN, Benton Conservation District

GW/djh

INTERAGENCY AGREEMENT
BETWEEN
THE BENTON CONSERVATION DISTRICT
AND
BENTON COUNTY

This Agreement is made and entered into by and between the BENTON CONSERVATION DISTRICT, hereinafter referred to as "DISTRICT" and BENTON COUNTY, hereinafter referred to as "COUNTY" and is issued pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW.

PURPOSE

It is the purpose of this Agreement to enter into an agreement for the COUNTY to meet the requirements for implementation of the Voluntary Stewardship Program, consistent with RCW 36.70A.700-760 and related statutes.

The County on January 10, 2012 elected to participate in the Voluntary Stewardship Program (VSP) (Resolution 2012-038) and identified those areas within Benton County for participation in VSP.

On January 12, 2016 Benton County entered into the Voluntary Stewardship Program Agreement by signing a contract agreement with the State of Washington Conservation Commission to develop a work plan as required for implementation of the Voluntary Stewardship Program.

On May 3, 2016, Benton County entered into Personal Services Contract with Berk Consulting to complete the VSP Work Plan which ended on June 2017.

On October 3, 2017 Benton County entered into an Interagency Agreement with the Benton Conservation District to finalize the Work Plan and begin implementation of said Work Plan which ended on June 30, 2019.

The VSP Work Plan was completed on April 13, 2018 and Implementation of the Work Plan was begun. A 2-year biennial status report was prepared by Berk Consulting on behalf of the Benton Conservation District (BCD) and authorized by the Work Group on June 20, 2019. This status report was due to the State by August 30, 2019.

The Benton Conservation District and Benton County once again entered in an Interagency Agreement on July 2, 2019 which ends on June 30, 2021. During the duration of this agreement Benton County was required to submit a VSP 5 Year Report and within this report included the Adaptive Management Plan. This Report was developed and submitted to the State by the Benton Conservation District in January of 2021 and was approved by the State Conservation Commission on June 8, 2021.

Benton County and the Benton Conservation District with this document will be once again entering into an Interagency Agreement, Contract No. K2202 which will be effective from July 1, 2021 to June 30, 2023 for \$235,000.

The Benton Conservation District has and continues to organize, facilitate, and provide leadership to the implementation of the work plan for Benton County. A VSP Work Group has developed strategies to adaptively manage enhancement goals in each of the five identified critical areas in Benton County. Goals and associated benchmarks that were developed to address specific resource concerns related to the critical areas in each of the identified five critical areas in Benton County.

Ongoing activities by BCD include conservation practices and voluntary enhancement with willing landowners and VSP Participation events. Annually BCD will evaluate the Tracking Tool statistical output to describe conservation practices and voluntary enhancement project entered during the prior year and will prepare an annual report describing VSP implementation based on the technical assistance agreement with willing landowners.

THEREFORE, IT IS MUTUALLY AGREED THAT:

DEFINITIONS

Terms used throughout this contract are defined below:

"Agreement" shall mean the Contract No. K2202 between the Washington State Conservation Commission ("WSCC") and the COUNTY.

"Agent" shall mean any entity to which the County has subcontracted with as allowed in the agreement.

"COUNTY" shall mean BENTON COUNTY, any division, section, office, unit or other entity of the COUNTY, or any of the officers or other officials lawfully representing the COUNTY.

"DISTRICT" shall mean the BENTON CONSERVATION DISTRICT and shall include all employees of the DISTRICT.

"Voluntary Stewardship Program" and "VSP" shall mean the program established in, and governed by, RCW 36.70A.700-760 and associated statutes.

INTENT

The COUNTY will provide funding as set forth herein and consistent with the terms of the Agreement, the policies of the COUNTY, and the laws of the state of Washington; and the DISTRICT will implement the terms of the Agreement with the funding provided consistent with the policies of the DISTRICT and the laws of the State of Washington.

STATEMENT OF WORK

The DISTRICT shall furnish the necessary personnel, equipment, material and/or service(s), or contract with third parties to accomplish the same, and otherwise do all things necessary for or incidental to the performance of the work set forth herein, and set forth in Attachment "A" which is incorporated herein. The DISTRICT shall report in writing any problems, delays or adverse conditions that will materially affect their ability to meet project objectives or time schedules stated herein. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed to resolve the situation.

PERIOD OF PERFORMANCE

It is the intent of the parties that the period of performance will be consistent with the timelines set forth in RCW 36.70A.720-760, subject to available funding. Subject to its other provisions, the period of performance of this agreement between the COUNTY and the DISTRICT shall commence on July 1, 2021 and be completed by June 30, 2023, unless either extended by agreement of the parties or terminated sooner, as provided herein. It is anticipated that sufficient funding will be provided until June 30, 2023, to complete the work items referred to within RCW 36.70A.720-735 and in the Agreement. If such funding is not provided, the parties agree that the DISTRICT shall be under no additional obligations under this agreement and any funds that have been provided up to that point shall not be returned to the State.

PAYMENT

Compensation for the work the DISTRICT is obligated to perform hereunder has been established under the terms of chapter 39.34.130 RCW. The cost of accomplishing the work required herein will not exceed \$235,000.

METHOD OF PAYMENT

Payment shall be made on a reimbursable basis. Eligible costs incurred by the DISTRICT will be recovered through submission of an invoice to the COUNTY. No payments in advance of or in anticipation of goods or services to be provided hereunder shall be made by the COUNTY.

BILLING PROCEDURES

The DISTRICT shall submit vouchers to the COUNTY on a monthly basis. Invoices shall be submitted to Greg Wendt, Director, Benton County Community Development Department, Planning Division, P.O. Box 910, Prosser, WA 99350. An invoice shall be submitted regardless of whether work has been performed on the project. If no work is performed in a month, a "No Activity" invoice shall be submitted. Quarterly billings are not allowed and will not be accepted. A time summary for staff costs, including compensation or billing rates, shall be attached. Individual time records will be kept available at the DISTRICT for review. A copy of any contractor invoices, or other receipts will be attached to the billing.

BILLING DETAIL

The DISTRICT shall use the A-19 form that the WSCC will provide to the DISTRICT for all billings hereunder. The A-19, along with the WSCC standard Summary and Detail voucher pages will need to be submitted along with backup for all the charges requested for reimbursement.

ELIGIBLE COSTS

The following are the costs that may be billed to the COUNTY hereunder:

- Salaries and benefits of DISTRICT employees
- Overhead of the DISTRICT up to an amount not to exceed 20% of the DISTRICT'S salaries and benefits recovered hereunder
- The DISTRICT'S travel expenses in performing services hereunder as allowed by State law
- Meeting rooms and light refreshments for working meetings
 - Light refreshments are defined as: an edible item that may be served between meals, for example, doughnuts, sweet rolls, and pieces of fruit or cheese. A list of meeting attendees is also required.
- The DISTRICT'S payments, if any, to consultants to prepare reports, studies and/or research. Consultant services shall conform to ordinary billing rates and overhead multipliers for the type and location of the services

- Copy and printing costs (for reports, studies, etc.)
- Equipment purchases will be considered on a case by case basis. These costs need to be directly related to the activities of the watershed work group. The purchase will need to be approved in writing by the WSCC prior to the costs being incurred, or the costs will not be reimbursed. Equipment includes, but is not limited to: computers, data base software, and GIS software.

FORM OF PAYMENT

Payments to the DISTRICT for approved and completed work will be made by the COUNTY within 14 days of receipt of funds from the WSCC under the Agreement. Payment will be made to the Benton Conservation District at 10121 W. Clearwater Avenue, Suite 101, Kennewick, WA 99336. Request for final payment for compensation must be submitted no later than July 1, 2021. Failure to comply with this deadline may result in denial of payment of such invoice.

REPORTING REQUIREMENTS

Reports are due quarterly to WSCC as required under the Agreement.

July 2021-June 2022:

- Period of July 1 – September 30, 2021 – Due October 10, 2021
- Period of October 1 – December 31, 2021 – Due January 10, 2022
- Period of January 1 – March 31, 2022 – Due April 10, 2022
- Period of April 1 – June 30, 2022 – Due July 10, 2022

July 2022 - June 2023:

- Period of July 1 – September 30, 2022 – Due October 10, 2022
- Period of October 1 – December 31, 2022 – Due January 10, 2023
- Period of January 1 – March 31, 2023 – Due April 10, 2023
- Period of April 1 – June 30, 2023 – Due July 10, 2023

Reports are to be submitted online using the online form system of the WSCC.

NOTE: The DISTRICT will complete quarterly reporting on behalf of the COUNTY.

DUPLICATION OF BILLED COSTS

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

FUNDING CONTINGENCY

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this interagency agreement and prior to completion of the work hereunder, the COUNTY may:

- Terminate this interagency agreement with thirty (30) days advance notice. If this interagency agreement is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this interagency agreement prior to the effective date of termination.
- Renegotiate the terms of this interagency agreement to be consistent with those new funding limitations and conditions,
- After a review of project expenditures and deliverable status, extend the end date of this interagency agreement and postpone deliverables or portions of deliverables, or

D. Pursue such other alternative as the parties mutually agree to writing.

FUNDING AVAILABLE

Funding provided by legislative appropriation for the work herein will not exceed \$235,000. Payment for satisfactory performance of the work accomplished under this interagency agreement shall not exceed this amount.

DISALLOWED COSTS

The DISTRICT is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors (such as consultants) and shall repay to the COUNTY funds received by the DISTRICT for disallowed costs. If the DISTRICT expends more than the amount of the COUNTY funding required under this interagency agreement in anticipation of receiving additional funds from the COUNTY, it does so at its own risk. The COUNTY is not legally obligated to reimburse the DISTRICT for costs incurred in excess of those allowed under this interagency agreement.

INSUFFICIENT FUNDS

The obligation of the COUNTY to fund this interagency agreement is contingent on the availability of state and federal funds through legislative appropriation and state allotment and payment to the COUNTY under the Agreement. This interagency agreement crosses over state fiscal years, so the obligations of the DISTRICT and the COUNTY are contingent upon the appropriation of funds during the next fiscal year. The failure of the legislature or federal agencies to appropriate or allot such funds to the program shall be good cause to terminate this contract by either party.

ASSIGNMENT

The DISTRICT may not assign or delegate work to be completed under this interagency agreement. The DISTRICT may subcontract any portion or portion(s) of the work it as it deems necessary to complete the work. Any such subcontractor shall comply with the requirements of the Agreement and this interagency agreement. Despite any subcontract, the DISTRICT shall remain liable for any claim arising thereunder, and the DISTRICT shall remain responsible for compliance with this interagency agreement and RCW 36.70A.700-760, and with all applicable Federal, State and local laws, orders, regulations and permits.

AGREEMENT MANAGEMENT

Each party shall assign a specific individual to be responsible for and shall be the contact person for all communications and billings regarding the performance of this interagency agreement.

The Agreement Manager for the DISTRICT is:

NAME: Mark Nielson
TITLE: District Manager
MAIL ADDRESS: 10121 W. Clearwater Ave., Suite 101
CITY, STATE, ZIP: Kennewick, WA 99336
PHONE: (509) 736-6000
EMAIL: mark-nielson@conservewa.net

The Agreement Manager for the COUNTY is:

NAME: Greg Wendt
TITLE: Director, Community Development Department, Planning Division
MAIL ADDRESS: P.O. Box 910
CITY, STATE, ZIP: Prosser, WA 99350
PHONE: 509-786-5612
EMAIL: greg.wendt@co.benton.wa.us

The COUNTY Billing Contact:
NAME: Donna Hutchinson
TITLE: Office Assistant IV
AGENCY: Benton County Community Development Dept.
MAIL ADDRESS: P.O. Box 910
CITY, STATE, ZIP: Prosser WA 99350
PHONE: 509-786-5612
EMAIL: donna.hutchinson@co.benton.wa.us

TERMINATION

The DISTRICT may terminate this interagency agreement upon thirty (30) days' prior written notification to the COUNTY. If this interagency agreement is terminated by the DISTRICT, the DISTRICT shall be reimbursed only for performance rendered or costs incurred in accordance with the terms of the Agreement and this interagency agreement prior to the effective date of termination.

The COUNTY may terminate this interagency agreement upon thirty (30) days' prior written notification to the DISTRICT for cause, or for failure to complete the requirements of the Scope of Work or Deliverables in a reasonable time frame. If this interagency agreement is terminated by the COUNTY, the DISTRICT shall be reimbursed only for costs incurred in accordance with the terms of the Agreement and this interagency agreement prior to the effective date of termination.

AMENDMENT

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

ASSURANCES

The parties agree that all activity pursuant to this interagency agreement shall be in accordance with the Agreement and all applicable federal, state and local laws, rules, and regulations as they currently exist or as amended.

DISPUTES

Except as otherwise provided in this contract, any dispute arising under this contract shall be decided in the following manner: By the COUNTY'S Agreement Manager or other designated official who shall provide a written statement of decision to the DISTRICT. The decision of the Agreement Manager or other designated official shall be final and conclusive unless, within thirty days from the date the DISTRICT receives such statement, the DISTRICT mails or otherwise furnishes to the COUNTY a written appeal. An appeal of the COUNTY'S Agreement Manager's decision shall be addressed by the COUNTY. The DISTRICT shall have the opportunity to be heard and to offer evidence in support of this appeal. The decision of the COUNTY for the resolution of such appeals shall be final and conclusive and constitutes a final agency action for the purposes of the Washington Administrative Procedures Act, RCW 34.05.

Pending final decision of dispute hereunder, the DISTRICT shall proceed diligently with the performance of this interagency agreement and in accordance with the decision rendered.

GOVERNANCE

This interagency agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this interagency agreement shall be construed to conform to those laws. The DISTRICT and any subcontractor shall comply fully with all applicable federal, state and local laws, orders, regulations and permits. Any action brought to enforce the terms of this interagency agreement shall be in the Superior Court for Benton County. Except as otherwise provided in this interagency agreement, in the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

In the event of an inconsistency in the terms of this interagency agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Statement of work; and
- c. Any other provisions of the interagency agreement, including materials incorporated by reference.

CONTRACTING FOR SERVICES

Contracts for personal services, purchased services/goods, and public works shall be awarded through a competitive process, if required by State law. The DISTRICT shall retain copies of all bids received and contracts awarded, for inspection and use by the COUNTY. Retention of copies shall be consistent with time periods established herein.

RESPONSIBILITIES OF THE PARTIES

Each party to this interagency agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party assumes any responsibility to the other party for the consequences of any claim, act, or omission of any person, agency, firm, or corporation not a part to this interagency agreement.

INELIGIBILITY

If federal funds are the basis for this contract, the COUNTY and the DISTRICT certify that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency.

INDEPENDENT RELATIONSHIP

The DISTRICT or DISTRICT'S Agent(s) performing under this contract are not employees or agents of the COUNTY. The DISTRICT shall not hold itself out as nor claim to be an officer or employee of the COUNTY, nor will the DISTRICT make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work outlined in the scope of work shall be solely with the DISTRICT.

KICKBACKS

The DISTRICT and its employees and authorized representatives are prohibited from inducing by any means any person employed or otherwise involved in this project to give up any part of

the compensation to which he/she is otherwise entitled or, receive any fee or gift in return for award of a subcontract hereunder.

INTELLECTUAL PROPERTY

Copyrights and Patents. Should the DISTRICT or DISTRICT'S Agent(s) create any copyrightable materials or invent any patentable property in the course of the scope of work governed by this interagency agreement, the DISTRICT may copyright or patent the same but shall grant the COUNTY a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes.

Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions developed by the DISTRICT as provided in 35 U.S.C. 200-212.

Publications. When the DISTRICT, DISTRICT'S Agent(s), or persons employed by the DISTRICT use or publish information of the COUNTY; present papers, lectures, or seminars involving information supplied by the COUNTY; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the COUNTY.

PROPERTY MANAGEMENT

The COUNTY'S Property and Records Management Policy, and any updates thereto, shall control the use and disposition of all real and personal property purchases wholly or in part with funds furnished by the COUNTY in the absence of state, federal statute(s), regulations(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the Scope of Work.

RECORDS MAINTENANCE

The parties to this interagency agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, federal officials so authorized by law, and as provided by the state Public Records Act, RCW 42.56. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

SEVERABILITY

If any provision of this interagency agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this interagency agreement, which can be given effect without the invalid provision if such remainder conforms to the requirements of applicable law and the fundamental purpose of this interagency agreement, and to this end the provisions of this interagency agreement are declared to be severable.

WAIVER

A failure by either party to exercise its rights under this interagency agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this interagency agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original agreement.

BREACH

The DISTRICT shall not be relieved of any liability to the COUNTY for damages sustained by the COUNTY and/or the State of Washington because of any breach of contract by the DISTRICT. The COUNTY may withhold payments for the purpose of setoff until such time as the exact amount of damages due the COUNTY from the DISTRICT is determined.

In the event the DISTRICT fails to commence work on the project funded herein within the timelines established under chapter 36.70A RCW, the COUNTY shall be subject to the requirements of RCW 36.70A.735.

ENTIRE AGREEMENT AND CHANGES, MODIFICATIONS AND AMENDMENTS

This interagency agreement and the attached Attachment A contain the entire integrated agreement of the parties may be changed, modified or amended by written agreement executed by both parties.

EFFECTIVE DATE

The effective date of this interagency agreement shall be the last date of signature.

IN WITNESS WHEREOF, the parties have executed this interagency agreement.

CONSERVATION DISTRICT

COUNTY


Signature

Chair BCD
Title
6/21/21
Date

Signature

Title

Date

Approved as to form:

Benton County Prosecuting Attorney


Signature
6/14/21
Date

Voluntary Stewardship Program Interlocal Agreement DISTRICT and COUNTY Agreement

Attachment A SCOPE OF WORK

The DISTRICT is contracting with the COUNTY to assist the COUNTY in the performance of the COUNTY'S obligations under the COUNTY'S agreement with the COMMISSION, contract no. K2202, to implement the COUNTY'S VSP work plan.

The scope of work to be performed by the DISTRICT, or its contractors, under this interagency agreement is:

- 1) Maintain a watershed work group, which shall include providing necessary staff support and facilitation for the watershed group. Assist the watershed group in the implementation of the approved VSP work plan, including:
 - A. Working closely with the watershed group and technical service providers to ensure full compliance with the requirements and intent of VSP.
 - B. Ensure that every effort is made to maintain effective communication between the watershed group, the technical service providers, the County, local stakeholders, and participating state and federal agencies and personnel.
 - C. Maintain watershed group meeting bylaws and/or rules as necessary.
 - D. Provide facilitation for watershed group meetings or other actions of the watershed group.
- 2) Implement the VSP work plan, including implementing the requirements of the VSP and RCW Chapter 36.70A.700-760. Implementation includes:
 - A. Identifying critical areas and agricultural activities within those critical areas.
 - B. Implement a public outreach plan to contact landowners.
 - C. Review and incorporate applicable water quality, watershed management, farmland protection, and required species recovery data and plans.
 - D. Seek input from tribes, agencies and stakeholders.
 - E. Develop goals for participation by agricultural operators conducting commercial and noncommercial agricultural activities in the watershed necessary to meet the protection and enhancement benchmarks of the work plan.
 - F. Ensure outreach and technical assistance is provided to producers and operators in the various watersheds of the county.

- G. Continue monitoring for (i) participation and implementation of voluntary stewardship plans and projects, (ii) stewardship activities, and (iii) the effects on critical areas and agriculture relevant to protection and enhancement benchmarks.
- H. Conduct periodic evaluations, adaptive management, and provide written reports of plan status and/or accomplishments to the WSCC.
- I. Coordinate monitoring programs with other state agency activities.
- J. Meet any other requirement for the successful implementation of VSP in RCW 36.70A.720.

Deliverables:

- 1) Maintain a watershed group that meets regularly and as necessary for implementation of the county VSP work plan.
- 2) Implement the VSP work plan, including implementing the requirements of the VSP and RCW Chapter 36.70A.700-760.
 - A. Two-year reports. No later than August 30, 2021, provide the first written biennial report to the WSCC. The biennial report must provide the status of plans and accomplishments of the work plan to WSCC. The biennial report should include a summary of how plan implementation is affecting each of the following:
 - 1) The protection and enhancement of critical areas within the area where agricultural activities are conducted.
 - 2) The maintenance and improvement of the long-term viability of agriculture.
 - 3) Reducing the conversion of farmland to other uses.
 - 4) The maximization of the use of voluntary incentive programs to encourage good riparian and ecosystem stewardship as an alternative to historic approaches used to protect critical areas.
 - 5) The leveraging of existing resources by relying upon existing work and plans in counties and local watersheds, as well as existing state and federal programs to the maximum extent practicable to achieve program goals.
 - 6) Ongoing efforts to encourage and foster a spirit of cooperation and partnership among county, tribal, environmental, and agricultural interests to better assure the program success.
 - 7) Ongoing efforts to improve compliance with other laws designed to protect water quality and fish habitat; and,

- 8) A description of efforts showing how relying upon voluntary stewardship practices as the primary method of protecting critical areas and does not require the cessation of agricultural activities.
- B. Provide timely quarterly status reports to the VSP Program Manager in accordance with the Reporting Requirements section of this agreement.
- C. Ensure that the WSCC has the most recent version of the County's VSP work plan by providing to the WSCC's Project Officer, identified in APPENDIX D – RESPONSIBLE INDIVIDUALS of Contract K2202 between the WSCC and Benton County, the most current version of the County's VSP work plan, which includes all attachments and/or appendices. This can be accomplished by sending the WSCC an electronic link which the WSCC can use to download the plan.
- D. Provide to the WSCC's VSP Contract Manager, no later than 120 days from the date this agreement is signed, an implementation budget designed to ensure all requirements related to VSP implementation are accounted for during the performance of this agreement, and to ensure that the two year and five-year reporting requirements will be met.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	July 13, 2021
Subject:	Rejection of Bids Hood & Fire Extinguisher Inspection and Testing Services
Presenter:	N/A
Prepared By:	Paul Schut
Reviewed By:	Robert Blain
PA Review, Approval to Form:	☐ Yes ☐ No ☒ N/A (If no, include reasoning for no approval)
Type of Agenda Item:	Type of Action Needed:
☒ Consent Agenda	☐ Discussion Only (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 Purchasing Department solicited bids for hood & fire extinguisher inspection and testing services. Only one bid was received as follows:

- Alexander Gow Fire Equipment Company, Seattle WA - \$123,737.50

After reviewing the bid, it was determined the requirements outlined in the bid were not followed, and not all the required documents were turned in.

As a result, the Purchasing Department hereby believes it is in the County's best interest to reject all bids.

Fiscal Impact

Amount: N/A

Fund: 0000-101 Current Expense – Facilities Department

Recommendation

The Purchasing Department recommends the County to reject all bids.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF REJECTING ALL BIDS FOR THE HOOD & FIRE EXTINGUISHER INSPECTION AND TESTING SERVICES

WHEREAS, the Purchasing Department solicited bids, utilizing the MRSC Roster, for hood & fire extinguisher inspection and testing services; and

WHEREAS, there was a total of eighty (80) companies that were sent bid packets, with only one responding with a proposal:

- Alexander Gow Fire Equipment Company; Seattle WA - \$123,737.50

WHEREAS, after reviewing the bid, it was determined the requirements outlined in the bid were not followed, and not all the required documents were turned in; and

WHEREAS, as a result, the Purchasing Department hereby believes it is in the best interest of the County to reject all bids; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby rejects the bid listed above for the solicitation of hood & fire extinguisher inspection and testing services.

Dated this _____ day of _____, 2021.

Chairman of the Board

Member

Member

Attest.....
Clerk of the Board

Constituting the Board of Commissioners
of Benton County, Washington

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	July 13, 2021	
Subject:	Revising the Benton County Inmate Benevolence Fund Number 0116-101; Rescinding Resolution 2021-009	
Presenter:		
Prepared By:	Lisa Small	
Reviewed By:	Chief Souza; Linda Ivey; Jerrod MacPherson; Robert Blain	
PA Review, Approval to Form:	☐ Yes ☐ No ☒ N/A (If no, include reasoning for no approval)	
Type of Agenda Item:	Type of Action Needed: (Multiple boxes can be checked, if necessary)	
☒ Consent Agenda ☐ Public Hearing ☐ Scheduled Business	☐ Discussion Only ☐ Pass Motion ☐ Decision / Direction ☒ Pass Resolution ☐ Sign Letter / Document ☐ Pass Ordinance ☐ Execute Contract	

Summary / Background Information

The Board of Benton County Commissioners established the Inmate Benevolence Fund Number 0116-101 by Resolutions 85-38 & 85-39, 03-626, 03-627, 2019-770 and then rescinded by Resolution 2021-009.

Benton County Jail has a significant number of inmates who have been in custody up to 12 consecutive months or longer due to Governor Inslee's Proclamation 20-80 Prison Commitments and court delays in relation to COVID-19 restrictions.

Per the National Commission on Correctional Health Care (NCCHC) standards, an initial oral examination is performed by a dentist on inmates within 12 months of admission.

Definitions:

Oral examination by a dentist includes taking or reviewing the patient's oral history, an extraoral head and neck examination, charting of teeth, periodontal assessment, and examination of the hard and soft tissue of the oral cavity with a mouth mirror, explorer, and adequate illumination.

Oral treatment includes the full range of services that in the supervising dentist's judgment are necessary for maintaining the patient's health.

The attached Resolution is necessary as the Board desires to amend the authorized usages for said fund by adding necessary dental oral examination services provided to inmates in custody in excess of 11 consecutive months with an anticipated incarceration of 12 consecutive months or longer in relation to COVID-19 restrictions.

Fiscal Impact

Said examinations and potential treatment cost is estimated between \$40,000 to \$60,000 by the time we get all of those who have been incarcerated longer than 12 months treated. Funding from this source shall be provided for local inmates only who meet the above said criteria. Examinations provided to contracted inmates from the US Marshals Services, Washington State Department of Corrections, or any other contracted inmate meeting the above said criteria shall be preapproved and billed directly to the responsible contract entity.

Recommendation

Approve the attached Resolution, authorizing the amended usages for the Inmate Benevolence Fund by adding necessary dental oral examination services provided to inmates in custody in excess of 11 consecutive months with an anticipated incarceration of 12 consecutive months or longer in relation to COVID-19 restrictions.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS, RE: REVISING THE BENTON COUNTY INMATE BENEVOLENCE FUND NUMBER 0116-101, RESCINDING RESOLUTION 2021-009

WHEREAS, the Board of Benton County Commissioners established the Inmate Benevolence Fund Number 0116-101 by Resolution 85-38 & 85-39 and modified by Resolution 03-626 and 03-627; and

WHEREAS, per Resolution 2021-009 dated January 12, 2021 the Board of County Commissioners adopted authorized usages for the Inmate Benevolence Fund Number 0116-101 and rescinded Resolutions 85-38, 85-39, 03-626, 03-627, and 2019-770; and

WHEREAS, there is a significant number of inmates who have been in custody in excess of 11 consecutive months or longer due to Governor Inslee's Proclamation 20-80 Prison Commitments and court delays in relation to COVID-19 restrictions; and

WHEREAS, per the National Commission on Correctional Health Care (NCCHC) standards an initial oral examination is performed on inmates by a dentist within 12 months of admission; and

WHEREAS, the Board hereby desires to amend the authorized usages for said fund by adding necessary dental oral examinations provided to inmates in custody in excess of 11 consecutive months with an anticipated incarceration of 12 consecutive months or longer in relation to COVID-19 restrictions; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners being the custodian of the Inmate Benevolence Fund Number 0116-101 hereby desires to revise authorized usages for the Inmate Benevolence Fund Number 0116-101; and

BE IT FURTHER RESOLVED, the funds accumulated and expended in and from this fund shall be for the purposes of operating and maintaining the jail commissary, custody officer support services, necessary dental oral examinations provided to inmates in custody in excess of 11 consecutive months with an anticipated incarceration of 12 consecutive months or longer in relation to COVID-19 restrictions, inmate recreation, inmate education, jail chaplaincy services, drug and/or alcohol counseling for inmates with said counseling required only with a court order, jail lobby security to support visitation services to inmates, and account maintenance costs associated with providing these services; and

BE IT FURTHER RESOLVED, services expended from this fund for necessary dental oral examinations shall be provided for local inmates only who meet the above said criteria. Necessary dental oral examinations provided to contracted inmates from the US Marshals Services, Washington State Department of Corrections, or any other contracted inmate meeting the above said criteria shall be preapproved and billed directly to the responsible contract entity; and

BE IT FURTHER RESOLVED, Resolution 2021-009 is hereby rescinded.

Dated this _____ day of _____, 2021.

Chairman of the Board

Chairman Pro-Tem

Attest
Clerk of the Board

Member

Constituting the Board of Commissioners
of Benton County, Washington

Orig: BOCC

Cc: Auditor; PA; Treasurer; BCCD

Prepared by: L. Small

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	July 13, 2021		
Subject:	Execute contract with C & E Trenching LLC for the Obsolete Bridge Removal project		
Presenter:			
Prepared By:	S. Christen		
Reviewed By:	D. D'Hondt		
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

By Resolution 2021-471 dated June 15, 2021, an award was made to C & E Trenching LLC for the Obsolete Bridge Removal project – C.E. 2069 CRP. As directed a contract has been prepared; and reviewed and approved as to form by our departmental assigned Deputy Prosecuting Attorney from the Civil Division; and has been executed by C & E Trenching LLC.

Fiscal Impact

Amount: \$263,126.00

Fund: Road Fund (0101-101)

Recommendation

It is recommended by the County Engineer that the Board authorize the Chairman to sign the contract with C & E Trenching LLC for the Obsolete Bridge Removal project.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: AUTHORIZING THE CHAIRMAN TO SIGN THE CONTRACT WITH C & E TRENCHING LLC FOR THE OBSOLETE BRIDGE REMOVAL PROJECT – C.E. 2069 CRP

WHEREAS, by Resolution 2021-471 dated June 15, 2021, an award was made to C & E Trenching LLC, Pasco, Washington and as directed, staff has prepared a contract for Board approval; and

WHEREAS, our departmental assigned Deputy Prosecuting Attorney from the Civil Division has reviewed and approved as to form said contract; and

WHEREAS, the contract in the amount of \$263,126.00 has been executed by C & E Trenching LLC; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby authorizes the Chairman of the Board of County Commissioners to sign on behalf of Benton County said contract awarded June 15, 2021 to C & E Trenching LLC, in the amount of \$263,126.00 plus any necessary Change Orders in accordance with Section 4.7 of the Benton County Procurement, Leasing and Contracting Policy per Resolution 2020-991 or any future amendments to said policy; and

BE IT FURTHER RESOLVED, the County Engineer is hereby authorized to proceed with the Obsolete Bridge Removal project according to the terms of the contract; and

BE IT FURTHER RESOLVED, the project shall be completed in its entirety within forty (40) working days as described in the contract documents.

Dated this 13th day of July, 2021.

Chairman.

Chairman Pro-Tem.

Attest: _____
Clerk of the Board

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

CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 2021, between the COUNTY OF BENTON, STATE OF WASHINGTON, (hereinafter "the County") acting through the Board of County Commissioners, under and by virtue of RCW 36, as amended, and C & E TRENCHING LLC, (hereinafter "the Contractor").

WITNESSETH:

That in consideration of the terms and conditions contained herein and in the Contract Documents attached hereto and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall furnish all tools, materials, and equipment, and shall do all work described in and in accordance with the attached plans and specifications entitled "Contract Provisions and Plans, CE 2069 CRP – Obsolete Bridge Removal," and as described in and in accordance with the State of Washington 2021 Standard Specifications for Road, Bridge, and Municipal Construction adopted by the County, (hereinafter collectively referred to as "the Contract Documents") which are by this reference incorporated herein and made part hereof, and shall perform any changes to the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by the County.

II. The County hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this contract. The County further agrees to employ the Contractor to perform any alterations in or additions to the work covered by this contract and every part thereof and any force account work that may be ordered and to pay for the same under the terms of this contract and the attached plans and specifications.

III. The Contractor, for himself, and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

IV. The County agrees to pay to the Contractor, as full and complete compensation for materials and work provided in accordance with the Contract Documents, the sum of \$263,126.00, payable as provided in the Contract Documents.

V. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

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

VII. The Contractor specifically waives the Contractor's immunity under Title 51 RCW (Industrial Insurance statute), and acknowledges that his waiver of immunity was mutually and expressly negotiated by the parties, and expressly agrees that Contractor's promise to indemnify and hold harmless applies to all claims filed by and/or injuries to the Contractor's own employees.

IN WITNESS WHEREOF, the said Contractor has executed this instrument, and the Board of County Commissioners of Benton County, Washington has caused this instrument to be executed by and in the name of the said Board of County Commissioners the day and year first above written.

C & E TRENCHING LLC:

COUNTY OF BENTON:

Curtis Wray
Signature

Jerome Delvin, Chairman
Board of Commissioners

Project Manager
Title

Attest: Clerk of the Board

6-23-21
Date

Date

APPROVED AS TO FORM:

Reid Hay
Benton County Deputy Prosecuting Attorney

6/10/21
Date

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	July 13, 2021
Subject:	Execute contract with Granite Construction Company for the Dallas Road Bike Path project
Presenter:	
Prepared By:	S. Christen
Reviewed By:	D. D'Hondt
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

By Resolution 2021-468 dated June 15, 2021, an award was made to Granite Construction Company for the Dallas Road Bike Path project – C.E. 2102 CRP. As directed a contract has been prepared; and reviewed and approved as to form by our departmental assigned Deputy Prosecuting Attorney from the Civil Division; and has been executed by Granite Construction Company.

Fiscal Impact

Amount: \$538,256.00

Fund: Road Fund (0101-101)

100% of the contract amount (up to \$581,540.00) will be reimbursed by a Federal grant through WSDOT Local Programs.

Recommendation

It is recommended by the County Engineer that the Board authorize the Chairman to sign the contract with Granite Construction Company for the Dallas Road Bike Path project.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: AUTHORIZING THE CHAIRMAN TO SIGN THE CONTRACT WITH GRANITE CONSTRUCTION COMPANY FOR THE DALLAS ROAD BIKE PATH PROJECT – C.E. 2102 CRP

WHEREAS, by Resolution 2021-468 dated June 15, 2021, an award was made to Granite Construction Company, Yakima, Washington and as directed, staff has prepared a contract for Board approval; and

WHEREAS, our departmental assigned Deputy Prosecuting Attorney from the Civil Division has reviewed and approved as to form said contract; and

WHEREAS, the contract in the amount of \$538,256.00 has been executed by Granite Construction Company; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby authorizes the Chairman of the Board of County Commissioners to sign on behalf of Benton County said contract awarded June 15, 2021 to Granite Construction Company, in the amount of \$538,256.00 plus any necessary Change Orders in accordance with Section 4.7 of the Benton County Procurement, Leasing and Contracting Policy per Resolution 2020-991 or any future amendments to said policy; and

BE IT FURTHER RESOLVED, the County Engineer is hereby authorized to proceed with the Dallas Road Bike Path project according to the terms of the contract; and

BE IT FURTHER RESOLVED, the project shall be completed in its entirety within forty-five (45) working days as described in the contract documents.

Dated this 13th day of July, 2021.

Chairman.

Chairman Pro-Tem.

Attest: _____
Clerk of the Board

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

CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 2021, between the COUNTY OF BENTON, STATE OF WASHINGTON, (hereinafter "the County") acting through the Board of County Commissioners, under and by virtue of RCW 36, as amended, and GRANITE CONSTRUCTION COMPANY, (hereinafter "the Contractor").

WITNESSETH:

That in consideration of the terms and conditions contained herein and in the Contract Documents attached hereto and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall furnish all tools, materials, and equipment, and shall do all work described in and in accordance with the attached plans and specifications entitled "Contract Provisions and Plans, C.E 2102 CRP – DALLAS ROAD BIKE PATH PROJECT," and as described in and in accordance with the State of Washington 2021 Standard Specifications for Road, Bridge, and Municipal Construction adopted by the County, (hereinafter collectively referred to as "the Contract Documents") which are by this reference incorporated herein and made part hereof, and shall perform any changes to the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by the County.

II. The County hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this contract. The County further agrees to employ the Contractor to perform any alterations in or additions to the work covered by this contract and every part thereof and any force account work that may be ordered and to pay for the same under the terms of this contract and the attached plans and specifications.

III. The Contractor, for himself, and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

IV. The County agrees to pay to the Contractor, as full and complete compensation for materials and work provided in accordance with the Contract Documents, the sum of \$538,256.00, payable as provided in the Contract Documents.

V. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

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

VII. The Contractor specifically waives the Contractor's immunity under Title 51 RCW (Industrial Insurance statute), and acknowledges that his waiver of immunity was mutually and expressly negotiated by the parties, and expressly agrees that Contractor's promise to indemnify and hold harmless applies to all claims filed by and/or injuries to the Contractor's own employees.

IN WITNESS WHEREOF, the said Contractor has executed this instrument, and the Board of County Commissioners of Benton County, Washington has caused this instrument to be executed by and in the name of the said Board of County Commissioners the day and year first above written.

GRANITE CONSTRUCTION COMPANY:

COUNTY OF BENTON:



Signature

Jerome Delvin, Chairman
Board of Commissioners

Michael Stein - VP Washington Region

Title

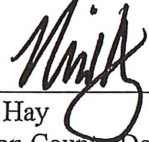
Attest: _____
Clerk of the Board

6-22-21

Date

Date

APPROVED AS TO FORM:



Reid Hay
Benton County Deputy Prosecuting Attorney

6/16/21

Date

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	July 13, 2021	
Subject:	Accepting work performed by Mid-Columbia Construction, Inc. dba Jesse's Lawn Maintenance for landscape maintenance services	
Presenter:		
Prepared By:	S. Christen	
Reviewed By:	R. Blain	
PA Review, Approval to Form:	☐ Yes ☐ No ☒ N/A (If no, include reasoning for no approval)	
Type of Agenda Item:	Type of Action Needed:	
☒ Consent Agenda	☐ Discussion Only (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 County entered into a contract with Mid-Columbia Construction, Inc. dba Jesse's Lawn Maintenance for the CB18-02 – Landscape Maintenance Services on February 13, 2018 (Res. 2018-136). Jesse's Lawn Maintenance has completed all work required under the contract. The project has been examined by the Director of Operations and Capital Programs and has been found to be in compliance with the project specifications.

Fiscal Impact

Amount: N/A

Fund: N/A

Recommendation

The Director of Operations and Capital Programs recommends that the Board formally accept Jesse's Lawn Maintenance work and the contract as complete and authorize the release of the retainage.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ACCEPTING WORK PERFORMED BY MID-COLUMBIA CONSTRUCTION, INC – dba JESSE’S LAWN MAINTENANCE UNDER CONTRACT FOR CB18-02 LANDSCAPE MAINTENANCE SERVICES

WHEREAS, on February 13, 2018 the Board of County Commissioners entered into a contract with Mid-Columbia Construction, Inc. dba Jesse’s Lawn Maintenance of Kennewick, Washington (Resolution 2018-136) for CB18-02 Landscape Maintenance Services; and

WHEREAS, the contractor has completed all work required pursuant to their contract with Benton County; and

WHEREAS, all releases for the project retainage have been received and all close out paperwork is in order; and

WHEREAS, this project has been examined by the Director of Operations and Capital Programs and has been found to be in compliance with the applicable project specifications; and

WHEREAS, it is the Director of Operations and Capital Programs’ recommendation that the Board of Benton County Commissioners formally accept the contractor’s work and the contract as complete;
NOW, THEREFORE,

BE IT RESOLVED, the Board of Benton County Commissioners concurs with the Director of Operations and Capital Programs’ recommendation and hereby accepts the work performed by Mid-Columbia Construction, Inc. dba Jesse’s Lawn Maintenance under contract for CB18-02 Landscape Maintenance Services as being completed in conformance with the contract documents; and

BE IT FURTHER RESOLVED, the Board authorizes the release of the retainage in the amount of \$17,024.03.

Dated this 13th day of July 2021.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

Original: Purchasing Dept.
c: Facilities, Sonia, P.A.

S. Christen

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	July 13, 2021		
Subject:	Termination of Personal Service Contract between Benton County and Kim, LLC dba/Tower Plaza Cleaners & Laundromat, LLC per Resolution 2020-445		
Presenter:			
Prepared By:	Lisa Small		
Reviewed By:	Chief Souza; Cdr Shelton; Ryan Lukson		
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

Per Resolution 2020-445 dated July 14, 2020 the Board of Benton County Commissioners approved the Contract between Benton County and Kim, LLC dba/Tower Plaza Cleaners & Laundromat, LLC to provide "as needed" dry cleaning and laundry services for the Benton County Corrections Department with a contract termination date of December 31, 2022.

Tower Plaza Cleaners & Laundromat LLC, Pasco, WA provided notice that they would like to terminate the contract as they are no longer able to financially provide the pick-up and delivery of laundry services due to low number of participation from the Corrections Officers and Clerical.

The Civil Deputy PA recommended that we respect the contractor's notification and reasoning and prepare a letter providing notification that the County was exercising its right to terminate the contract, as further outlined in the attached termination letter.

Benton County currently has another contract in place with Columbia Cleaners that each employee may continue to use to drop off and have uniforms laundered at no charge to the employee.

Fiscal Impact

N/A

Recommendation

Authorize the Chairman of the Board to sign the attached letter terminating the Personal Service Contract between Benton County and Kim, dba/Tower Plaza Cleaners & Laundromat, LLC per Resolution 2020-445.

Suggested Motion

Approve as part of the 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

July 13, 2021

Mr. Ray Gonzalez, Manager
Kim, LLC dba/Tower Plaza Cleaners & Laundromat, LLC
1208 N. 20th Ave.
Pasco, WA 99301

RE: Termination of Personal Service Contract between Benton County and Kim, LLC dba/Tower Plaza Cleaners & Laundromat, LLC - Resolution 2020-445

Mr. Ray Gonzalez:

The purpose of this letter is to advise you that Benton County is exercising its right to terminate the above cited contract effective July 23, 2021, at 11:59 p.m. pursuant to Section 9.a. Termination of our Contract.

Section 9.a. Termination states as follows: "The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract."

Thank you for your attention to this matter.

Sincerely,

BOARD OF BENTON COUNTY COMMISSIONERS

Jerome Delvin, Chairman
Benton County Commissioner

cc: Board of Benton County Commissioners
Jerrod McPherson, County Administrator
Scott Souza, Chief of Corrections
Ryan Lukson, Civil DPA

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	July 13, 2021
Subject:	Planning Annex Lease w/ City of Prosser
Presenter:	Robert Blain
Prepared By:	Paul Schut
Reviewed By:	Robert Blain
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 ☒ Pass Agreement

Summary / Background Information

On Saturday, May 8th, a fire damaged Prosser City Hall and Police Department, making both buildings unusable.

Benton County has moved the Planning Department out of the Annex Building, and the County no longer needs the building.

The City of Prosser has asked to lease the former Planning Annex Building for use as their City Hall.

A lease agreement has been negotiated with the City of Prosser for two years, reviewed and approved by the departmental Deputy Prosecuting Attorney, and signed by the City of Prosser.

Fiscal Impact

Amount: N/A

Fund: 0000-101 Current Expense

Recommendation

Approve the lease agreement with the City of Prosser.

Suggested Motion

The Board of Benton County Commissioners hereby authorizes the Chairman of the Board to sign the proposed lease agreement with the City of Prosser for the lease of the Annex Building located at 1022 Dudley, Ave in Prosser, WA.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE LEASE AGREEMENT BETWEEN BENTON COUNTY AND CITY OF PROSSER FOR THE ANNEX BUILDING AT 1002 DUDLEY AVE., PROSSER, WASHINGTON

WHEREAS, on Saturday May 8th, a fire damaged Prosser City Hall and Police Department making both buildings unusable; and

WHEREAS, Benton County has moved the Planning Department out of the Annex Building and the building is no longer needed by the County; and

WHEREAS, the City of Prosser has asked to lease the former Planning Annex Building for use as their City Hall; and

WHEREAS, a lease agreement has been negotiated with the City of Prosser for a two-year period, has been reviewed and approved by the departmental Deputy Prosecuting Attorney and has been signed by the City of Prosser; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington approves the lease agreement with the City of Prosser for the lease of the building at 1002 Dudley Ave, Prosser, Washington; and

BE IT FURTHER RESOLVED, the Chairman is authorized to sign said Agreement; and

BE IT FURTHER RESOLVED, the lease will commence on July 15, 2021 and expire July 31, 2023.

Dated this _____ day of _____, 2021.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

Cover Sheet for Recording

LEASE AGREEMENT

THIS AGREEMENT is made and entered into this 15th day of July, 2021 by and between the COUNTY OF BENTON, hereinafter referred to as "County," and the City of Prosser, hereinafter referred to as "City," regarding lease of a building.

WHEREAS, with the recent damages to the Prosser City Hall, the City has need of a facility from which to operate; and

WHEREAS, the County has available space at 1002 Dudley Ave, Prosser, Washington; and

WHEREAS, the County has offered available space in the Courthouse and in the two detached parcels formally occupied by the Planning Department and WSU Extension; NOW THEREFORE,

IN CONSIDERATION, of the mutual promises and undertakings set forth herein, the parties agree as follows:

1. Leasehold Interest

The County hereby leases to the City and the City hereby leases from the County for use and occupancy a Building and parking lot, located on the real property described on Exhibit A hereto (the Building and the associated real property referred to as the "Property"). The Building leased to the City under this Lease is approximately three thousand seven hundred and eighty-four (3,784) square feet and is represented in the diagram attached hereto as Exhibit B.

2. Lease Term

Except as otherwise provided herein, the City occupancy of the Building will commence July 15th, 2021 and will end July 31st, 2023 (the "Term").

3. Use of Building

The Building shall be used by the City for the purpose of providing public services and for no other use without the express written consent of the County. The City may not use or occupy the Building in violation of any law, ordinance, regulation or the certificate of occupancy issued for the Building, and may not do, bring, or keep anything in or about the Property that will cause an increase premium for or the cancellation of any insurance covering the Building. If the City does cause any such increase in insurance premiums, it shall pay or reimburse the County for entire amount thereof, without regard to whether the County elects to terminate this Lease as a result of the City's unauthorized use of the Building.

4. Assignment/Leasing

The City shall not assign either this Lease Agreement or lease or sublease any portion of the Building, except with the written consent of the County, which consent shall not be unreasonably withheld. This Lease is not assignable by operation of law.

5. Monthly Rent

During the Term of occupancy, the City agrees to pay the County one thousand five hundred dollars (\$1,500.00) per month. All such payments shall be made to the following address: Attention: Chairman of the Board of Benton County Commissioners, PO Box 190, Prosser, WA 99350. The City shall make such payments, without deduction or offset, in advance on or before the first day of each month.

6. Late Charges

The City acknowledges that late payment by the City to the County of sums due hereunder will cause the County to incur costs not contemplated by this Lease, the exact amount of which would be extremely difficult and impractical to ascertain. Therefore, in the event the City fails to pay any amount due hereunder within five (5) days after that amount is due, the City shall pay the County, as Additional Rent, a \$200 late charge. Waiver of the late charge with respect to any installment or sum will not be deemed to constitute a waiver with respect to any subsequent late charge, which may accrue. In the event any amount so due is delinquent for a period in excess of five (5) days, the City shall pay the County an additional late charge, computed at the rate of the lesser of 1.5% per month or the maximum rate permissible by law, upon the total amount so overdue and for each day following its due date that the payment is delinquent. The City shall pay the County a standard charge for each returned check based upon the amount banks are then charging.

7. Ownership of Improvements

Title to all improvements made during the course of the leasehold, including the materials used in the improvements, shall vest in the County.

8. County's Personal Property

The Building will be partially furnished with the personal property listed on Exhibit C attached hereto. The County will transfer ownership of the listed personal property to the City. The City will own the personal property listed and will need to remove these items from the building when the lease is terminated or expires.

9. City's Property

All of the City's personal property and trade fixtures will remain the City's property and may be removed from the Building at any time during the Term; provided the City is not in default. Upon the expiration or sooner termination of this Lease, the City shall remove its property, and property of any party other than the County located within the area rented to the City, from the Building. City shall repair damage to the Building resulting from the installation or removal of its property, and the City shall promptly surrender the Building in the condition required by Section 28. In the event of any failure by the City to remove, repair or clean the Building as provided in this section, the City shall, upon demand, reimburse the County for the cost of any such removal, repair or cleaning. Any property left in the Building or on the Property after expiration or termination of the Term or after the City's vacation or abandonment of the Building ("Abandoned Property") will be deemed to have been abandoned and to have become the property of the County to dispose of at the County's discretion. The City shall reimburse the County for any of the County's court costs, attorney's fees, and storage charges related to Abandoned Property. The County

may, at its option, sell Abandoned Property at private sale without notice or legal process, for such price as the County may obtain, and apply the proceeds of such sale to any amounts due under this Lease from the City to the County, including expenses incidental to the removal and sale of Abandoned Property, or the County may otherwise dispose of Abandoned Property.

10. Improvements and Alterations by the City

The City shall not make any improvements or alterations to the Property without the prior written consent of the County. After obtaining the County's consent, the City may make, at its expense, those improvements or alterations to the Building or Property as the City desires, provided that any repairs, improvements or alterations by the City may only be done at times and in conformity with plans and specifications approved in advance in writing by the County. The City shall make all such improvements and alterations in accordance with all laws, rules, regulations, ordinances and requirements of governmental agencies, offices and boards having jurisdiction. The City shall complete, at its sole expense, any alterations to the Building or Property required because of the City's improvements and alterations, including any alterations required under the Americans with Disabilities Act. The City shall reimburse the County for any cost incurred by the County in the event the County is required to assist in obtaining any approvals. If requested by the County, the City shall require its contractor to post a bond or other security reasonably satisfactory to the County to protect the County against costs arising from work performed by or for the City. All work must be done in a workmanlike manner and with material of quality and appearance customary in the trade for first-class construction of the type of building in the area in which the Building is located, and will be the property of the County upon the expiration or earlier termination of the Lease.

11. Personal Property Taxes, Rent Taxes and Other Taxes

The City shall pay all taxes, charges and other governmental impositions assessed against or levied upon the City's fixtures, furnishings, equipment and personal property located on the Property prior to delinquency. The City shall pay any rent tax, sales tax, value added tax, or other tax currently applicable or which becomes applicable in the future, to the rent or Services (as defined in Section 12).

12. Maintenance, Management and Services

- a. The City will be responsible to furnish electricity and water utilized in operating all normal facilities serving the Building.
- b. The County will not be liable for any loss, injury or damage to person or property resulting from any variation, interruption, or failure of Services due to any cause whatsoever absent the County's gross negligence. Variation, interruption or failure of Services will not be construed as an eviction of the City, nor give rise to an abatement of rent, or relieve the City from fulfillment of any covenant or agreement hereof. If any of the equipment or machinery utilized in supplying Services breaks down, or for any cause ceases to function properly, the County shall use reasonable diligence to repair such equipment or machinery promptly.

13. City Maintenance

By taking possession of the Building, the City accepts the Building as being in good and sanitary order, condition and repair. The City shall, at its expense, clean, repair, maintain and keep the Building that is leased hereunder and all appurtenances, including, without limitation, carpet, wall-coverings, signs, windows, doors, plumbing, electrical, HVAC and other fixtures, equipment and improvements in the condition it was at the commencement of the Term, reasonable wear and tear excepted, and make all repairs throughout the Term.

14. Liens

The City shall keep the Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by the City. The County has the right at all reasonable times to post any notices on the Building which it deems necessary for the County's protection from such liens. If any such liens are filed, the County may, without waiving its rights and remedies for breach, and without releasing the City from any of its obligations hereunder, require City to post security in form and amount reasonable satisfactory to the County or cause such liens to be released by any means the County deems proper, including payment in satisfaction of the claim giving rise to the lien. The City shall pay to the County upon demand any sum paid by the County to remove the liens, together with interest from the date of payment by the County, at the lesser of 1.5% per month or the maximum rate permissible by law.

15. Insurance

a. The City's Covenants

The City may not do or permit to be done any act or thing on the Property that will invalidate or be in conflict with the County's fire insurance policies covering the Property or that would increase the rate of fire insurance applicable to the Property to an amount higher than it otherwise would be. The City may not permit to be done any act or thing on the Property that could subject the County to any liability or responsibility for injury to any person or persons or to property by reason of any business or operation being conducted on or within the Property.

b. Rate Increases

If, as a result of any act or omission by the City or violation of this Lease, the rate of fire insurance applicable to the Property is increased to an amount higher than it otherwise would be, the City shall reimburse the County for that increase. Rate increase reimbursements are Additional Rent payable within five (5) days after demand therefore by the County. In any action or proceeding wherein the County and the City are parties, a schedule or "make-up" of rates for the Property issued by the County's insurance company is presumptive evidence of the facts stated therein, including the items and charges taken into consideration in fixing the fire insurance rate then applicable to the Property.

c. Waiver of Subrogation

Each party shall, at its sole cost and expense, include in its property insurance policies appropriate clauses pursuant to which the insurance companies:

- i. in the case of the City's insurance policies, waive all right of subrogation against the County and any tenant of space in the Property with respect to losses payable under such policies; and
- ii. in the case of the County's insurance policies, waive all right of subrogation against the City with respect to losses payable under such policies; and
- iii. in each case, agree that such policies will not be invalidated if, prior to a loss, the insured waives, in writing, any or all right of recovery against any party for losses covered by such policies. Each party shall furnish to the other party upon demand evidence satisfactory to the demanding party establishing the inclusion of the above clauses in that party's insurance policies.

d. Waiver of Claims

Provided that the County's right of full recovery under its fire insurance policy is not adversely affected or prejudiced thereby, the County hereby waives any and all right of recovery which it might otherwise have against the City, its servants, agents and employees, for loss or damage occurring to the Property and the fixtures, appurtenances and equipment therein, to the extent the same is covered by the County's insurance, notwithstanding that such loss or damage may result from the negligence or fault of the City, its servants, agents or employees. Provided that the City's right of full recovery under its fire insurance policies is not adversely affected or prejudiced thereby, the City hereby waives any and all right of recovery which it might otherwise have against the County, its servants, and employees, and against every other tenant at the Property who has executed a waiver similar to the waiver set forth in this section for loss or damage to the City's furniture, furnishings, fixtures and other property removable by the City to the extent the same is covered by the City's insurance, notwithstanding that such loss or damage may result from the negligence or fault of the County, its servants, agents or employees, or such other tenant and the servants, agents or employees thereof.

e. The County's Insurance Obligations

The County agrees to maintain insurance covering the Building in an amount not less than 80% (or such greater percentage as may be necessary to comply with the provisions of any co-insurance clauses of the policy) of the "replacement cost" thereof as such term is defined in the Replacement Cost Endorsement to be attached thereto, insuring against the perils of Fire, Lightning, Extended Coverage, Vandalism and Malicious Mischief, extended by Special Extended Coverage Endorsement to insure against all other Risks of Direct Physical Loss, such coverages and endorsements to be as defined, provided and limited in the standard bureau forms prescribed by the insurance regulatory authority for Washington State for use by insurance companies admitted in Washington for the writing of such insurance on risks located within Washington. Such insurance shall be for the sole benefit of the County and under its sole control.

f. The City's Insurance Obligations

- i. The City covenants and agrees to provide, at its expense, on or before the commencement of the Term, and to keep in force during the Term, the following insurance coverages naming the County and the City as insured parties:
 1. A comprehensive general liability insurance policy ("Liability Policy"), including, without limitation, blanket contractual liability coverage, broad form property damage, independent contractor's coverage and personal injury coverage of not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate for bodily or personal injury (including death) and property damage, protecting the County, its agents, and the City against any liability whatsoever occasioned by any occurrence on or about the Property or any appurtenances thereto; and
 2. A fire and other casualty policy ("Fire Policy") insuring the full replacement value of the furniture, trade fixtures, and other personal property of the City located on the Property, equal to the value of tenants improvements in the Property, and all of the furniture, trade fixtures and other personal property of the City located on the Property with a deductible of no more than \$5,000 against loss or damage by fire, theft and such other risks or hazards as are insurable under present and future forms of "All Risk" insurance policies.
- ii. All policies are to be written by good and solvent insurance companies licensed to do business in the State of Washington and that are satisfactory to the County, and must contain endorsements requiring written notice to the County 30 days prior to any cancellation or reduction in amount of coverage. The City will, within 10 days after a request from the County therefore, furnish the County with such additional information as the County may reasonably request from time to time as to the value of tenant improvements on the Property and all of the furniture, trade fixtures, and other personal property of the City located on the Property.
- iii. The insurance coverage required to be carried by the City under this Lease may be carried under a primary liability policy of not less than \$1,000,000 and the balance under an umbrella policy or excess liability policy.
- iv. Prior to the time such insurance is first required to be carried by the City, and thereafter at least 15 days prior to the effective date of any such policy, the City shall deliver to the County Risk Manager a certificate evidencing the insurance coverages required. All certificates must contain an endorsement that the insurance evidenced thereby may not be cancelled except upon 30 days prior notice to the County.
- v. The City's failure to provide and keep in force the aforementioned insurance will be regarded as a default hereunder, entitling the County to exercise any or all of the remedies provided in this Lease for default.

16. Indemnification and Exculpation of the County

- a. The City shall indemnify, defend and hold the County harmless from all claims arising from the City's use of the Property or the conduct of its business, or from any activity, work or thing done, permitted or suffered by the City in or about the Property. The City shall further indemnify, defend, and hold the County harmless from all claims, liabilities, costs, attorneys' fees and expenses arising from any breach or default in the performance of any obligation to be performed by the City under the terms of this Lease, or arising from any act or omission of the City or of its agents or employees. The City's obligation to indemnify the County under this section includes an obligation to indemnify for losses resulting from death or injury to the City's employees, and the City accordingly hereby waives any and all immunities it now has or hereafter may have under any Industrial Insurance Act, or other worker's compensation, disability benefit or other similar act which would otherwise be applicable in the case of such a claim. In case any action or proceeding is brought against the County by reason of any such claim, the City, upon notice from the County, shall defend the same at the City's expense, by counsel approved in writing by the County. The City, as a material part of the consideration to the County, hereby assumes all risk of and waives any claims the City might have in respect to damages to property or injury to persons in, upon or about the Property from any cause whatsoever, except that which is caused by the County's gross negligence.
- b. Neither the County nor any partner, director, officer, agent or employee of the County will be liable to the City, or its partners, directors, officers, contractors, agents, employees, invitees, sublessees or licensees, for any loss, injury, or damage or loss, irrespective of the cause of such injury, damage or loss, unless solely caused by or solely resulting from the gross negligence or willful misconduct of the County or its employees in the operation or maintenance of the Property without contributory negligence on the part of the City or any of its sublessees or licensees, or its or their occupants of the Property. Furthermore, neither the County, nor any partner, director, officer, agent or employee of the County will be liable (i) for any such damage caused by other tenants or persons in or about the Property, or caused by public work; or (ii) for consequential damages arising out of any loss of the use of the Property or any equipment or facilities therein, by the City or any person claiming through or under the City.

17. Limitations of County Liability

The City agrees that no trustee, officer, employee, agent, advisor of the County will be personally liable for any obligation of the County hereunder, and that the City must look solely to the County for the enforcement of any claims against the County arising hereunder.

18. Destruction

In the event the Building is destroyed or injured by fire or earthquake or other casualty, to the extent that it is untenable in whole or in part, then the County may, at the County's option, proceed with reasonable diligence to build and restore said Building or such part

thereof, provided that within 60 days after such destruction or injury, the County shall notify the City in writing of the County's intention to do so. During the period from destruction or damage to restoration, the monthly rent will be abated in the same ratio as that portion of the Building which the County reasonably determines is unfit for occupancy bears to the whole Building.

19. Defaults - Remedies

a. Default by the City

The occurrence of any one or more of the following events constitutes a default under this Lease by the City:

- i. Vacation or abandonment of the Building by the City;
- ii. Failure by the City to make any payment of rent when due, or failure to make any other payment required hereunder when due when that failure continues for a period of five (5) days after written notice from the County;
- iii. Failure by the City to observe or perform any of the covenants, conditions or provisions of this Lease, other than the making of any payment, where that failure continues for a period of 30 days after written notice from the County; provided, that if the nature of the City's obligation is such that more than 30 days are reasonably required for cure, the City will not be in default if the City commences to cure within 30 days of the County's notice and thereafter diligently pursues completion and completes performance within a reasonable time;
- iv. Either:
 1. the making by the City of any general assignment or general arrangement for the benefit of creditors;
 2. the filing by or against the City of a petition in bankruptcy, including reorganization or arrangement, except in the case of a petition filed against the City when the same is dismissed within 30 days after filing; or
 3. the appointment of a trustee or receiver to take possession of substantially all of the City's assets located at the Property or of the City's interest in this Lease;
- v. Cancellation of a guaranty of the City's obligations by a guarantor, if any;
- vi. The City's failure to comply with the same term in this Lease or covenant on three occasions during the Term, even if such breach is cured within the applicable cure period; or

b. Remedies

In the event of any default, the County may at any time, without waiving or limiting any other right or remedy, re-enter and take possession of the Building, terminate this Lease, accelerate all rent payments due hereunder which payments will then become immediately due and payable, or pursue any other remedy allowed by law. The City shall pay the County the costs of recovering possession of the Building, the expenses of reletting, and any other costs or damages arising out of the City's

default. Notwithstanding any re-entry or termination, the City will remain liable for all sums the City is obligated to pay hereunder for the balance of the Term, and the City shall compensate the County for any deficiency arising from reletting the Building, provided, however, that the County shall use reasonable efforts to mitigate its damages. Unless the County elects to accelerate the rent owed hereunder, the City shall pay such deficiency each month as the amount thereof is ascertained by the County.

c. Default by the County

The County will not be in default unless the County fails to perform an obligation within 30 days after written notice by the City, which notice must specify the alleged breach of a specific section of this Lease; provided, that if the nature of the County's obligation is such that more than 30 days are reasonably required for cure, the County will not be in default if the County commences to cure within 30 days of the City's notice and thereafter diligently pursues completion and completes performance within a reasonable time.

20. TERMINATION OR AMENDMENT

Unless otherwise specified herein, COUNTY reserves the right to terminate or amend this Agreement at any time by giving the CITY one hundred and eighty (180) days written notice. If upon notice of amendment CITY no longer wishes to lease the building, CITY must provide COUNTY with one hundred and eighty (180) days notice of termination.

21. Waiver

Failure of the County to promptly enforce its rights hereunder will not waive such rights. The County's acceptance of rent subsequent to the City's breach will not waive such breach.

22. Access

The County may enter the Building at all times to: inspect; provide Services required hereunder; show the Building to prospective purchasers or tenants; post notices of nonresponsibility; or, alter, improve or repair the Building, all without being deemed a constructive eviction. The County shall give the City written advance notice of at least five (5) business days prior to commencing improvements or repairs that would likely materially disrupt the City's operations, except such notice shall be waived in the case of repairs needed to prevent further damage to the Building or likelihood of injury to persons. The City shall ensure that the County at all times has a key with which to unlock all doors and gates to the Building, excluding the City's vaults and safes. No re-keying of doors or gates may be done without the County's prior written approval. The County has the right to use any and all means that the County deems proper to open doors and gates in an emergency in order to obtain entry to the Building.

23. Notices

Any notice required or permitted hereunder must be in writing and will be effective upon the earlier of personal delivery, or three (3) days after being mailed by certified mail, return receipt requested, addressed to the City or to the County at the address for that party designated below. Either party may specify a different address for notice purposes by

written notice to the other, provided that upon commencement of the Term the County may in any event use the Building as the City's address for notice purposes

- a. The County: Chairman, Board of Benton County Commissioners, PO Box 190, Prosser, WA 99350
- b. The City: 601 7th St., Prosser, WA 99320

24. Vacation of Premises - Holding Over

Upon written notice from the County given at any time prior to the expiration of the Term, the City shall promptly vacate the Building on or before the last day of the Term, leaving the Building in the condition described in Section 28. If the City holds over after the expiration or earlier termination of the Term without the express written consent of the County, the City will be a tenant at sufferance only and otherwise subject to the terms, covenants and conditions herein specified, insofar as applicable. The City shall also pay its share of then current Additional Rent, prorated on a daily basis. Acceptance by the County of rent after the expiration of the Term or earlier termination thereof will not result in a renewal of this Lease. The foregoing provisions of this section are in addition to and do not affect the County's right of re-entry or any other rights of the County hereunder or as otherwise provided by law. The City hereby indemnifies and agrees to hold harmless the County from all loss, injury or liability arising from the City's failure to surrender the Property upon the expiration or termination of this Lease.

25. Successors and Assigns

Except as otherwise provided in this Lease, all of the covenants, conditions and provisions of this Lease are binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns. If the County sells or otherwise conveys its title to the Property, then after the effective date of such sale or conveyance the County will have no further liability under this Lease to the City except as to matters of liability which have accrued and are unsatisfied as of the date of sale or conveyance, and the City must seek performance solely from the County's purchaser or successor in title. The County's successor will have all rights of the County hereunder.

26. Surrender of Premises

The voluntary or other surrender of this Lease by the City, or a mutual cancellation thereof, will not work a merger, and will, at the option of the County, operate as an assignment to it of any or all subleases or subtenancies. Upon the expiration or earlier termination of this Lease, the City shall peaceably surrender the Building and all of the alterations and additions thereto, leave the Building broom clean, in as good order, repair and condition as was provided to the City on the commencement of the Term, reasonable wear and tear excepted, and the City shall comply with the provisions of Sections 10 and 11. The delivery of keys to any employee of the County or to the County's agent or any employee thereof shall not be sufficient to constitute a termination of this Lease or a surrender of the Building.

27. Performance by the City

Except as otherwise expressly provided hereunder, all covenants and agreements to be performed by the City under this Lease will be performed by the City at the City's sole cost and expense and without any abatement of rent. If the City fails to pay any sum of money owed to any party other than the County for which the City is liable hereunder, or if the City fails to perform any other act on its part to be performed hereunder, and such failure continues for 10 days after notice thereof by the County, the County may, without waiving or releasing the City from its obligations, make any such payment or perform any such other act to be made or performed by the City. The City shall pay the County, on demand, all sums so paid by the County and all necessary incidental costs, together with interest thereon at the lesser of 1.5% per month or the maximum rate permissible by law, from the date of such payment by the County.

28. Americans With Disabilities Act

Within ten days after receipt, the City shall advise the County in writing, and provide the County with copies of (as applicable) (a) any notices alleging violation of the Americans with Disabilities Act of 1990 ("ADA") relating to any portion of the Property; (b) any claims made or threatened in writing regarding noncompliance with the ADA and relating to any portion of the Property; or (c) any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA and relating to any portion of the Property.

29. Execution Required

Submission of this instrument for examination or signature by the City does not constitute a reservation of or option for Lease, and is not effective as a lease or otherwise, until execution by and delivery to both the County and the City.

30. Severability

Any provision of this Lease that proves to be invalid, void or illegal will in no way affect, impair, or invalidate any other provision hereof, and such other provisions will remain in full force and effect.

31. Governing Law; Venue

This Lease is to be governed by and construed in accordance with the laws of the State of Washington. The County and the City hereby agree that venue of any action between the parties relating to this Lease may be in Benton County, Washington or in the Superior Court of either of the two judicial districts nearest to Prosser, Washington.

32. Hazardous Materials

The City shall not use, generate, treat, store or dispose of Hazardous Materials on the Property except in accordance with any law, ordinance, rule or regulation of any governmental authority having jurisdiction of the Property. If the City breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Material on the Property caused or permitted by the City results in contamination of the Property, then the City Shall indemnify, defend and hold the County harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including without limitation diminution in value of the Property, damages for the loss or restriction on the

use of rentable or usable space or of any adverse impact on marketing of space on the Property, and sums paid in settlement of claims, attorney's fees, consultant fees and expert fees) which arise during or after the Term as a result of such contamination. This indemnification of the County by the City includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remediation, removal or restoration work required by any federal, state or local governmental agency, political subdivision, lender or buyer because of Hazardous Materials present in the soil or groundwater on or under the Property, diminution in value of the Property, damages for loss or restriction on use of rentable or useable space or of any amenity of the Property, damages arising for any adverse impact on marketing of space on the Property, and sums paid in settlement of claims, attorneys' fees, consultant fees, laboratory fees and expert fees. Without limiting the foregoing, if the presence of any Hazardous Material on the Property caused or permitted by the City results in any contamination of the Property, the City shall promptly take all actions at its sole expense as are necessary to return the Property to the condition existing prior to the contamination of the Property by any such Hazardous Material; provided, however, the County's approval of such action shall first be obtained, which approval shall not be unreasonably withheld.

The City will deliver to the County copies of any documents received from, or sent by the City to, the United States Environmental Protection Agency and/or any state, county or municipal environmental or health agency concerning the City's operations on the Property.

As used herein, the term "Hazardous Materials" means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. "Environmental Law(s)" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601 *et seq.*, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*, the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 *et seq.*, the Clean Water Act, 33 U.S.C. § 1251 *et seq.*, and the Washington Model Toxics Control Act, Chapter 70.105D, Revised Code of Washington, as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Material.

33. Arbitration

Should any dispute arise as to the interpretation of any condition or covenant under this Lease, such dispute shall be submitted to arbitration. Each party shall appoint one arbitrator, who shall in turn appoint a third arbitrator. The three (3) arbitrators then named shall act with promptness, and the decision of any two (2) as to the prompt settlement of said dispute, shall be binding upon the parties.

IN WITNESS WHEREOF said parties have caused this Agreement to be signed by the duly authorized officials on the day and year first written above.

CITY OF PROSSER,
WASHINGTON

BENTON COUNTY,
WASHINGTON

By: _____
Randy Taylor, Mayor

By: _____
Jerome Delvin, Chairman,
Board of County Commissioners

Attest:

Attest:

City Clerk

Date: _____

Clerk of the Board

Date: _____

Approved as to form:

Approved as to form:

Attorney, City of Prosser

Date: _____

Deputy Prosecuting Attorney

Date: 7/8/21

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____, 20____.

[PRINT NAME] _____

NOTARY PUBLIC for the State of _____,
residing at _____.

My appointment expires:_____.

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____, 20____.

[PRINT NAME] _____

NOTARY PUBLIC for the State of _____,
residing at _____.

My appointment expires:_____.

EXHIBIT A

PROSSER BLOCK 66 LOTS 5 THRU 9

And

PROSSER BLOCK 66, THE WEST 9 FEET OF LOT 19. LOTS 20 AND 21.

EXHIBIT B

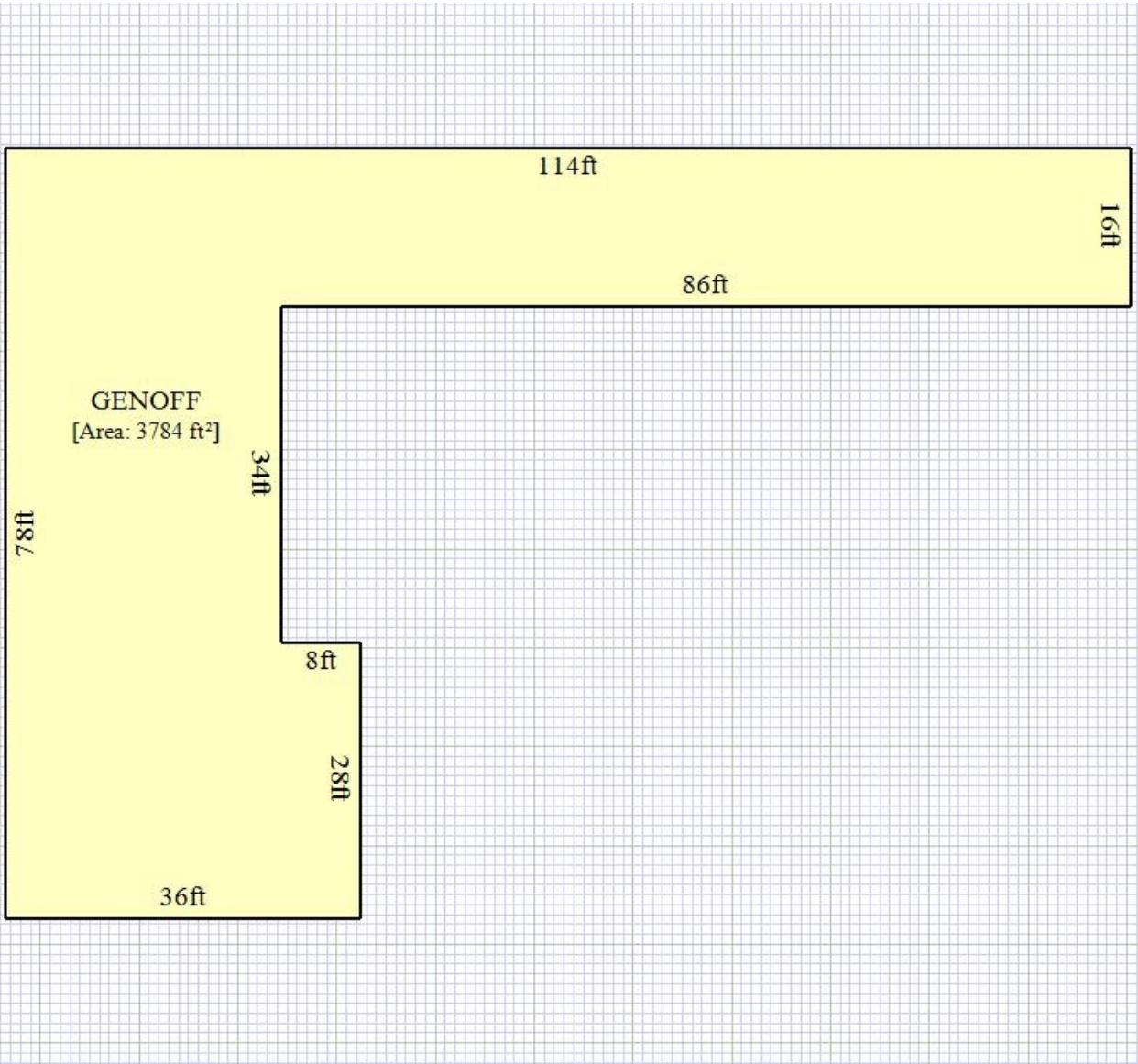


EXHIBIT C

TRANSFER to City of Prosser

FACILITIES

- (1) Large Reception Entry Counter
- (9) Tables
- (20) Desk Chairs
- (2) Small 2-3 drawer File Cabinets
- (4) Large 4+ drawer File Cabinets
- (8) Desks
- (3) Modular Desks-Corner Position
- (1) Small Desk Extension
- (7) Wall Mounted File Cabinets
- (7) Bookcases—Assorted Metal and Wood
- (3) Storage Cabinets
- (45) Padded Boardroom Chairs
- (1) Television w/Roller Stand
- (1) Futon
- (1) Board Room Table
- (6) Bulletin Boards

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	July 13, 2021	
Subject:	2 nd Amendment of the Benton County Roadmap to Recovery Reopening Guide	
Presenter:	Adam Morasch, Risk Manager	
Prepared By:	Adam Morasch, Risk Manager	
Reviewed By:	Jerrod MacPherson, County Administrator & Matt Rasmussen, Deputy County Administrator	
PA Review, Approval to Form:	☐ Yes ☐ No ☒ N/A (If no, include reasoning for no approval)	
Type of Agenda Item:	Type of Action Needed: (Multiple boxes can be checked, if necessary)	
☐ Consent Agenda ☐ Public Hearing ☒ Scheduled Business	☐ Discussion Only ☐ Pass Motion ☐ Decision / Direction ☒ Pass Resolution ☐ Sign Letter / Document ☐ Pass Ordinance ☐ Execute Contract	

Summary / Background Information

On February 29, 2020 the Governor of the State of Washington declared that a state of emergency exists in all counties in the State of Washington. On March 17, 2020 the Benton County Board of County Commissioners declared an emergency in response to developing situations surrounding the COVID-19 pandemic.

As the State of Washington continues to progress through the stages of reopening as outlined in the Governor's Roadmap to Recovery, the County must develop a plan to safely reopen its facilities.

On May 4, 2021 the Benton County Board of County Commissioners passed resolution 2021-365 approving the Benton County Roadmap to Recovery Reopening Guide.

On June 15, 2021 the Benton County Board of County Commissioners passed resolution 2021-474 amending the Benton County Roadmap to Recovery Reopening Guide with necessary updates to the following sections, Public Meetings and Face Coverings.

This resolution is a second amendment to the Benton County Roadmap to Recovery Reopening Guide with necessary updates to the Introduction, Limiting Occupancy, Physical Separation and Public Meeting sections.

Fiscal Impact

N/A

Recommendation

Approve the attached Resolution amending the Benton County Roadmap to Recovery Reopening Guide.

Suggested Motion

The Board of Benton County Commissioners hereby approves the amended Benton County Roadmap to Recovery Reopening Guide.

RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,
WASHINGTON:**

**IN THE MATTER OF AMENDING THE BENTON COUNTY ROADMAP TO RECOVERY
REOPENING GUIDE FOR COUNTY FACILITIES**

WHEREAS, on February 29, 2020 the Governor of the State of Washington declared that a state of emergency exists in all counties in the State of Washington; and

WHEREAS, on March 17, 2020 the Benton County Board of County Commissioners declared an emergency in response to the developing situation surrounding the COVID-19 pandemic; and

WHEREAS, as the State of Washington continues to progress through the stages of reopening as outlined in the Governors Roadmap to Recovery the County must develop a plan to safely reopen its facilities; and

WHEREAS, on May 4, 2021 the Board of County Commissioners adopted resolution 2021-365 to approve the Benton County Roadmap to Recovery Reopening Guide and allow County facilities to safely reopen to serve the public in person again; and

WHEREAS, on June 15, 2021 the Board of County Commissioners passed resolution 2021-474 to approve the amendment of the Benton County Roadmap to Recovery Reopening Guide; and

WHEREAS, a second amendment is needed to the Benton County Roadmap to Recovery Reopening Guide updating the Introduction, Limiting Occupancy, Physical Separation and Public Meeting sections.

NOW, THEREFORE, BE IT RESOLVED the Board of Benton County Commissioners agrees with these updates and hereby approves the attached Benton County Roadmap to Recovery Reopening Guide.

Dated this 13th day of July 2021.

Chairman of the Board

Chairman Pro Tem

Member

Attest:
Clerk of the Board

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



BENTON COUNTY, WASHINGTON

ROADMAP TO RECOVERY REOPENING GUIDE

ADOPTED: APRIL 27, 2021
REVISED: JUNE 15, 2021 · JULY 13, 2021

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INTRODUCTION

This document provides guidelines for County Departments to follow as the County reopens its facilities to provide in-person service to the public. As of June 30, 2021, Governor Jay Inslee amended proclamation 20-05 and 20-25 with 20-25.14 titled “Washington Ready”. This proclamation eases restrictions, as activity levels of COVID-19 continues to trend down, keeping in mind that if statewide COVID-19 infections or related deaths begin to rise again and reach a statewide hospital Intensive Care Unit (ICU) capacity of 90% or greater, restrictions may again be reinstated for the protection of everyone in the state. These new guidelines from Washington Ready have been incorporated below based on the best available information. This guide will be updated as the guidelines change.

Our principles have been, and remain:

- Ensure employee and customer safety are the top priority.
- Utilize best practices regarding public health and safety.
- Provide timely and equitable public services.

Our primary goal is to keep employees and the public safe while we continue the work of the County and minimize the spread of COVID-19. It is the responsibility of all County employees, managers, and supervisors to comply with safety and health practices including, but not limited to, these guidelines, and not knowingly exposing co-workers and the public to conditions that could jeopardize their health or the health of others.

The guidelines in this plan apply specifically to the Departments under the Benton County Commissioners’ Office. Certain guidelines and restrictions, those concerning entering, use, and modification of County facilities and property, which are under the direct authority of the Commissioners, apply to all Departments. Elected officials may choose to adopt these guidelines as their own or, if not, must develop their own reopening plans.

PREPARING YOUR OFFICE

Each office must be prepared to accommodate all workers and allow person-to-person interaction with members of the public. Limiting occupancy in common spaces, physical separation, and sanitation of the work site are all important factors in limiting the spread of COVID-19.

LIMITING OCCUPANCY

Per the Governor’s Washington Ready plan, there are no restrictions on capacity limits except for large indoor events. Large indoor events are defined as “any event with more

than 10,000 simultaneous participants located in an indoors enclosed space.” In an abundance of caution, and keeping the workers and members of the public safety in mind offices can continue to follow previous occupancy guidelines by one or more of the following:

- Remove chairs from waiting areas, break rooms, and other common spaces to limit seating.
- Mark off sections of permanent seating fixtures (benches, pews, etc.) to limit use.
- Place markers on the floor in queuing lines to promote spacing.
- Erect signage encouraging spacing and listing any occupancy restrictions of a space.
- Encourage remote attendance for meetings when possible.

PHYSICAL SEPARATION

Per the Governor’s Washington Ready plan, there are no requirements on physical distancing. However, per the Center of Disease Control (CDC) and Labor and Industry (L&I) guidance, unvaccinated employees should continue to follow the 6 feet of separation, especially in indoor areas with poor ventilation or while working with the public. When 6 feet of separation is not achievable, practical physical barriers may be erected to provide additional protection against the spread of COVID-19. Barriers should also be installed at all locations where employees interact with members of the public.

Consider the characteristics of the barrier (e.g. clear vs. opaque, sound restricting, and the need to pass materials through it) when selecting a barrier type for a location. All barriers shall be installed and removed by the Facilities Department. Please utilize the [Facilities Work Order Request Form](#) found on the Benton County Intranet to request installation or removal.

SANITATION OF WORK SITE

Regular cleaning and sanitation of the work site is accomplished by the Facilities Department and its janitorial subcontractors. Special cleaning, such as that required after a confirmed or suspected COVID-19 exposure, is arranged by the Risk Manager on a case-by-case basis under the following guidelines:

- Employees should not enter the space where a suspected or confirmed COVID-19 exposure has occurred until instructed by the Risk Manager.
- If it has been less than 7 days since the sick employee used the facility, wait 24 hours from the time the employee was last at the facility before cleaning and disinfecting their work area. If waiting 24 hours is not feasible, wait as long as

possible. During the waiting period, open outside doors and windows to increase air circulation in the area. Cleaning will be performed following CDC Guidelines.

- If it has been 7 days or more since the sick employee used the facility, additional cleaning and disinfection is not necessary. Continue routinely cleaning and disinfecting all high-touch surfaces in the facility.

High-touch surfaces at public interaction counters should be cleaned throughout the day by employees. If possible, wipe down areas used by the members of the public between each interaction but at least hourly. Cleaning supplies and PPE are available through the Risk Management Department.

SIGNS AND MESSAGING

The Risk Management Department has provided signs throughout County facilities addressing common COVID-19 protocols and concerns. In an effort to maintain consistency, any department desiring to add signage in addition to the signs already provided shall submit their proposed message to the Risk Manager for approval prior to placing signs.

PUBLIC MEETINGS

In person public meetings are permitted in the Washington Ready plan. In an abundance of caution, and keeping the safety of workers and members of the public in mind, offices can continue to follow previous public meeting guidelines by observing the following:

- Ensure 6 feet of separation between participants
- Provide adequate hand washing areas or hand sanitizer, accessible for all participants
- Request that all meeting participants who have not been vaccinated against COVID-19 wear a face covering. At this time, the County assumes that any member of the public not wearing a face covering is vaccinated and does not request specific verification.
- Sanitize the public speaking area (table, podium, etc.) between each user
- Provide an overflow area where attendees who cannot fit into the main meeting area can observe and participate in the meeting remotely, in real time
- Provide an option for remote attendance where people can, at a minimum, hear the meeting and participate in it in real time. An option for people to call in via telephone must be provided but other virtual meeting platforms may be used in addition to that.

PREPARING YOUR EMPLOYEES

Employees must be prepared to work in a new type of environment. Good personal hygiene habits along with the use of face coverings and health screenings are all keys to ensuring a safe work environment.

FREQUENT AND ADEQUATE HANDWASHING

Employees must frequently and adequately wash their hands using soap and water to help prevent the spread of COVID-19. Handwashing supplies are provided in all restrooms and at employee break locations where there is a sink. If additional supplies are needed, contact the Risk Management Department. Employees should wash their hands when they arrive at work, when they leave their desk to take a break, after public interactions, before eating or drinking, after touching any unsanitized surfaces, and after coughing, sneezing, or blowing their nose.

As an alternative to hand washing with soap, employees may utilize hand sanitizer containing at least 60% alcohol. Appropriate hand sanitizer is available from the Risk Management Department.

FACE COVERINGS

Per the Washington State Secretary of Health revised order 20-03.3 and the updated guidance from the Center of Disease Control (CDC), face coverings that fully cover the nose and mouth are required whenever an employee, contractor, service provider, or member of the public is inside a County building or vehicle with another person.

Face Coverings are not required under the following circumstances:

- When an Employee, Contractor, or service provider is working alone or when the job has no in-person contact.
- When any party to a communication is deaf or hard of hearing and not wearing a face covering is essential to communication.
- When obtaining a service that requires temporary removal of a face covering.
- When removal of the face covering is necessary to confirm the person's identity.
- When federal or state laws prohibit wearing a face covering or require the removal of the face covering.
- Children younger than 5 years old are exempt from wearing a face covering.
- Persons with a medical condition, mental health condition, or disability that prevents wearing a face covering. This includes, but is not limited to, persons with a medical condition for whom wearing a face covering could obstruct breathing or

who are unconscious, incapacitated, or otherwise unable to remove a face covering without assistance are exempt from wearing a face covering.

Employees claiming a medical reason to not wear a face covering may be required to provide a note from a medical provider confirming that they are not able to wear a face covering by medical necessity. The note should specify if the reason extends to just masks or also includes face shields. Employees who are medically unable to wear a face mask or shield may be provided other reasonable accommodations including, but not limited to, isolation from other employees and limiting access to certain areas.

FULLY VACCINATED EMPLOYEES

Employees are exempt from the general face covering requirement, once they have been fully vaccinated against COVID-19, except when in health care settings, correctional facilities, or facilities where facial coverings are still required for all persons.

“Fully vaccinated” means the following:

- Two (2) weeks after a second dose in a two-dose series, like Pfizer or Moderna vaccines
- OR
- Two (2) weeks after a single-dose vaccine, like Johnson & Johnson’s Janssen vaccine.

If it has been less than two (2) weeks since your final dose, you are **NOT** considered fully vaccinated and are still required to wear a face covering until that milestone is reached. The County has provided face coverings for employees who have requested them in the past. A limited amount of single-use face coverings are still available through the Risk Management Department.

PROOF OF VACCINATION

New guidance from the Washington Department of Labor and Industries (L&I) was issued on May 21, 2021 and reiterated on June 30, 2021 that mandates we verify the vaccination status of each employee who chooses not to wear a face covering. The County is utilizing a “Log System Without Underlying Documentation.” Employees who choose not to wear face coverings must present acceptable proof of COVID-19 vaccination and have basic information added to a log (see below). Acceptable proof to the County must be in one of the following forms: 1) an original CDC Vaccination Card, 2) documentation from the employee’s health care provider, or 3) a printed record from the Washington State Immunization Record System. Photos of cards, copies of cards, and written attestations are not considered acceptable proof of COVID-19 vaccination to the County. **Employees must present acceptable proof of vaccination in person; email records are not acceptable.**

For all Departments under the County Commissioners, the log will be maintained by the Human Resources Department. Other independently elected officials may choose to maintain their own logs or ask the Human Resources Department to maintain their log for them. Elected officials are encouraged to contact the Human Resources Manager and let them know if they will be maintaining their own log or having Human Resources do that for them. **The log is confidential; only Department heads and elected officials or their designee may inquire about employees' vaccination status.** The log will only contain the name of the employee, the date the employee was fully vaccinated, and the method of verification. The County will not maintain a copy of the proof of vaccination provided by the employee. Employees who have received their final dose of vaccination, depending on the selected course, less than 14 days prior to the verification date are not considered fully vaccinated and must present verification again once the 14-day time frame has passed.

The County is not requiring employees to be vaccinated, nor will vaccination be considered a condition of employment. However, employees who cannot or choose not to provide acceptable proof of vaccination will be considered unvaccinated and are still required to wear face coverings while at work until further notice.

FACE COVERINGS & THE PUBLIC

The County is choosing to utilize the “No Inquiry Option” regarding vaccination status of the public. The County will assume that anyone who is not an employee or contractor of the County who enters a County facility without a face covering has been fully vaccinated and will refrain from inquiring about vaccination status.

This only applies to entry into County buildings, common spaces, and departments under the purview of the County Commissioners.

Independently elected officials may choose to implement more restrictive face covering requirements for the public for their individual departments and spaces. However, those requirements should be consistent with the Updated COVID-19 Facial Covering Guidance for Employers and Businesses issued by the Washington State Department of Health and/or guidance issued by the Washington State Department of Labor and Industries.

Departments should clearly post their requirements for all customers/patrons to see prior to entering their departments or spaces.

The County will continue to offer disposable face coverings to all members of the public when they enter County facilities, should they wish to use one, until the supply of face coverings is exhausted.

HEALTH SCREENINGS

All employees, contractors, and service providers are required to be checked for body temperature at the start of their work shift or when arriving for the first time at a County facility. Screening kiosks are conveniently located throughout county buildings for this purpose. Certain departments may not have access to a kiosk and have been provided a hand-held thermometer to perform the screening.

Employees who fail to pass a temperature screening, registering a temperature of 100.4 degrees Fahrenheit or higher, or employees who refuse to be screened, must leave the building immediately and contact their supervisor by phone as soon as possible to let them know they did not pass the screening. Employees sent home for failing a screening or refusing to be screened must utilize available leave banks and/or family emergency leave as appropriate. Questions about the use of leave should be directed to the Human Resources Department.

Members of the public are not being screened to enter public buildings. Departments under the purview of independently elected officials may elect to screen members of the public prior to them entering their individual work areas. Departments electing to do this should have a policy in place governing how the screenings will be done and what, if any, information is retained. While it is not recommended that information be collected about members of the public, if screening information is retained, it is suggested that the minimum amount of information is retained, such as name and the result of the screening (e.g. temperature reading). Retained documents should follow Washington State document retention schedules.

WORKING REMOTELY

The County has developed a policy on working remotely, via Resolution 2020-587. Employees should contact their supervisor or department manager if they feel they qualify for remote work.

TRAVEL

Travel for County business should be limited to only those instances where it is strictly necessary. Employees should take advantage of remote attendance opportunities for meetings, conferences, and trainings whenever possible.

Employees who travel outside of Washington State for business or personal reasons are encouraged to adhere to the Center for Disease Control travel advisory guidance when returning to work. At a minimum, employees are required to self-monitor for symptoms when they return and follow isolation and quarantine protocols if any symptoms appear in themselves or their travel companions.

TESTING AND CONTACT TRACING

Employees are encouraged to get a test for COVID-19 any time they want to know their COVID-19 status. This includes if an employee has symptoms of COVID-19, has potentially been exposed to COVID-19, has been recommended to be tested by a medical provider, or needs to know their COVID-19 status in order to return to work.

Employees are encouraged to follow all guidance if they are contacted by the contact tracing program managed by the Benton-Franklin Health District and/or the Washington State Department of Health. It is the responsibility of the employee to report any impacts to their attendance at work they may have through being identified in the contact tracing program. The County is not notified by the Benton-Franklin Health District and/or the Washington State Department of Health if any of its employees are exposed.

EMPLOYEE TRAINING AND ORIENTATION

Employees must be appropriately trained on all COVID-19 protocols. Training should occur at initial orientation and on a regular basis as circumstances change. Most training is done at the department level. Supervisors should train their employees on proper face covering usage, the location and function of health screening kiosks or other screening methods, and proper cleaning and sanitation protocols. Any questions or requests for additional training should be directed to the department manager and the Risk Manager.

COVID-19 RESPONSE PLAN

COVID-19 exposures can and do occur in the workplace. In order to minimize the exposure risk, the County has developed a plan for managing exposures when they occur. The plan includes what to do with sick and potentially exposed employees, quarantine and isolation requirements and return to work requirements.

The following definitions apply to the COVID-19 Response Plan:

Isolation – means an employee stays home and away from others (including household members) when they have been exposed and have COVID-19 symptoms or have tested positive for COVID-19.

Quarantine – means an employee stays home for a prescribed amount of time if they have been exposed to COVID-19 in case they have become infected or are contagious.

Close Contact – means being within six (6) feet of another person who has confirmed or suspected COVID-19 for fifteen (15) minutes or more within the period beginning two days before they tested positive for COVID-19 or developed symptoms.

Exposed – means having close contact with someone who has tested positive for COVID-19 or who has COVID-19 like symptoms.

Fully Vaccinated – means two (2) weeks after the second dose in a 2-dose series, i.e., Pfizer or Moderna vaccines, or two (2) weeks after a single dose vaccine, like Johnson & Johnson's Janssen vaccine.

ISOLATION DETAILS

If an employee tests positive for COVID-19, they must self-isolate for at least 10 days, even if they do not have any symptoms. Employees who have COVID-19-like symptoms but who are unable or refuse to get tested must follow the isolation guidelines as if they have COVID-19 and are showing symptoms.

Isolation ends under the following conditions:

- Persons with confirmed COVID-19 and who are showing symptoms may end isolation after their symptoms have improved, they have had no fever (without the use of fever reducing medications) for at least 24 hours, and 10 days have elapsed since symptoms first appeared.
- Persons with confirmed COVID-19 and who are not showing symptoms may end isolation after 10 days have passed since the date of their first positive COVID-19 test provided they have not developed any subsequent illness.

QUARANTINE DETAILS

Employees who have had close contact with a person who has confirmed, or suspected, COVID-19 must quarantine outside the workplace. This includes employees who are asymptomatic but live with someone who is in isolation or quarantine.

Quarantine begins when an employee has either self-determined they have been in close contact with someone who has COVID-19 or COVID-19-like symptoms, or when an employee is notified by the County or the Benton-Franklin Health District that they may have been exposed.

The quarantine period lasts for fourteen (14) days but may be shortened under the following conditions:

- Quarantine can end after ten (10) days, without testing for COVID-19, if no symptoms have been observed.
- Quarantine can end after seven (7) days if the employee takes a COVID-19 test on day five (5) or day six (6) and receives a negative result.

Vaccinated individuals are not required to quarantine if they meet all of the following criteria:

- Their last dose of vaccine was taken at least 14 days prior to the exposure
- They have not developed any COVID-19 like symptoms

If any one of the two criteria are not met, then the employee must follow regular quarantine and isolation guidance. Fully vaccinated persons should still monitor themselves for symptoms for at least fourteen (14) days after any exposure and, practice social distancing, and maintain good hygiene.

REPORTING

The County does not report each case of COVID-19 to local health officials. That reporting occurs through the testing and contact tracing program established and operated by the Benton-Franklin Health District. However, in the event that the County believes that an outbreak of COVID-19 may be occurring in direct relation to the workplace, such as a group of employees in a common work area all testing positive within a 14 day period, that will be reported to the Benton-Franklin Health District as a potential outbreak.

Employees and their supervisors are encouraged to report all confirmed or suspected cases of COVID-19 within their departments to the Risk Manager. Keeping track of confirmed or suspected cases allows the County to determine if an outbreak may be occurring in the workplace and take immediate action to reduce the spread of disease.

COVID-19 FREQUENTLY ASKED QUESTIONS

What if an employee comes to work with COVID-19 symptoms, or develops COVID-19 symptoms at work?

Immediately separate the employee from other employees, customers, visitors, and send them home. Notify the Risk Manager that an employee has been sent home with COVID-19 symptoms.

When may an employee return to work if they have been exposed or have tested positive for COVID-19?

Employees may only return to work after they have completed their isolation or quarantine protocols outlined in this document.

Are we allowed to share the name of an employee who had tested positive or is suspected to have COVID-19 with other employees?

No. Health information is protected under federal law and no health or identifying information about sick or potentially sick employees can be shared with anyone other than the Risk Manager and the Human Resources Department.

If an essential employee has been potentially exposed, but is not showing symptoms, should they be allowed to work?

While the first priority is to quarantine any exposed person, employees who are essential to continued operations of the Department who have been potentially exposed but are not showing symptoms may continue to work. Work with the Risk manager to determine options for mitigating exposure.

What is the cleaning & disinfecting procedure for work areas for employees with suspected or confirmed COVID-19?

All cleaning & disinfecting will be arranged by the Risk Manager and performed by the Facilities Department/Janitorial Contractor. Employees should not attempt to clean potentially infected areas on their own.

If I am contacted by a contact tracer or any other party and told I have been potentially exposed to COVID-19 do I need to report this to my supervisor?

Yes. The County is not directly notified if any of its employees are exposed to COVID-19.

What if an employee is not wearing a face covering?

Employees may be asked to provide proof of vaccination to their supervisor, department head, Human Resources Department or the Risk Manager. Employees who cannot, or refuse to, provide proof of vaccination will be considered to be unvaccinated and required to wear a face covering per the policy.