

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, Please Click
Highlighted Area

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

Live-Broadcast @ link below:

<https://www.co.benton.wa.us/agenda/commissioners>

AGENDA
BOARD OF BENTON COUNTY COMMISSIONERS
Regular Board Meeting
Tuesday, November 16, 2021
Benton County Courthouse, Prosser, WA

9:00 AM

Call to Order

Pledge of Allegiance

Approval of Minutes

❖ **November 9, 2021**

Review Agenda

Consent Agenda

Board of Equalization

a. Notice of Approval to Hear Property Tax Appeals

Commissioners

b. Support Letter to City of Prosser for New City Park Hometown Grant

Juvenile

c. Contract w/Intermountain Specialized Abuse Treatment Center for Sex Offender Treatment

d. Contract w/Columbia Private Investigation dba Pronto Process Service for Process Service & Delivery

e. Purchase of Janitorial Supplies From Crown Paper & Janitorial Supply

Office of Public Defense

f. District Court Public Defense Contract w/Michelle Dorsett

Public Works

g. Revised Local Agency Federal Aid Project Prospectus for C.E. 2101

Purchasing

- h.** Purchase of Uniforms & Accessories From Galls, LLC for Corrections Dept; Rescinding Resolution 2021-157
- i.** Annual Subscription w/MRSC for Small Works, Consultant & Vendor Roster Services
- j.** Advertisement & Bid Process for Justice Center Front Entrance Security Upgrade Project

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

Public Hearing

- Certifying** Levies & Re-Adopting 2021-2022 Budget ~ L Ivey
- Certifying Current Expense Levy For 2022 Collection
 - Certifying County Road Levy for 2022 Collection
 - Certifying Budgeted Taxes for Collection in 2022
 - Re-Adopting the Final 2021-2022 Benton County Budget

Scheduled Business

2022 Benton County Historic Preservation Grant ~ S Palmus

Other Business

Executive Session

County's Position and Strategy in Union Negotiations ~ L Wingfield

Review Qualifications of Applicant for Public Employment ~ Sheriff Croskrey & K Gillies

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Benton County Courthouse, Prosser, WA
Tuesday, November 9, 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; Shyanne Palmus, Communications Coordinator; DPA Ryan Brown; Adam Fyall, Sustainable Development Manager; Clerk Josie Delvin; Treasurer Ken Spencer.

Pledge of Allegiance

The Board recited the Pledge of Allegiance.

Approval of Minutes

The Minutes of November 2, 2021 were approved.

The Minutes of the Special Meeting of November 2, 2021 were approved.

Agenda Review

- Consent Agenda items “h”, “i”, “j”, and “l” were requested to be pulled
- Presentation of Contract with Gram Northwest
- Discussion on December meeting schedule

Consent Agenda

MOTION: Commissioner Small moved to approve the consent agenda items “a” through “u”, pulling “h”, “i”, “j” and “l” (Human Services Employment Services Agreements). Commissioner McKay seconded and upon vote, the Board approved the following:

Auditor

- a. Surplus and Disposition of Personal Property

Commissioners

- b. Interlocal Agreement w/Franklin County for Participation in Benton County Veterans Therapeutic Court

Human Services

- c. Agreement w/US Dept of the Treasury for Emergency Rental Assistance
- d. Agreement w/WA State Dept of Commerce Community Services & Housing Assistance Unit for the Rent Assistance Program
- e. First Amended Agreement w/Sharon Adolphsen for Parent Coalition Support Grant
- f. Agreement w/Entrust Community Services for Employment Services
- g. Contract w/The Arc of Tri-Cities for Staff Outreach to Spanish Speaking Families
- k. Grant Agreement w/Children's Developmental Center for Children Services

Purchasing

- m. Amending Resolution 2020-655 to Increase the Total Not to Exceed for Purchase of Guardrails, Terminals, Cable & Components From Coral Sales Co.
- n. Intergovernmental Cooperation Agreement w/Stevens County for Purchases of Goods & Services
- o. Contract w/Nolan's Collision for Auto Body Repair on Fleet Motor Vehicles
- p. Adoption of Equipment Rental & Revolving Fund Vehicle Replacement Rates for Sheriff's Office Vehicles
- q. Purchase From Bob Barker for Inmate and Detention Supplies, Solutions and Services

Treasurer

- r. Agreement w/Master's Touch for Property Tax Statements Printing and Mailing

Workforce Development

- s. Contract w/Career Path Services for Adult Services
- t. Contract w/Career Path Services for Youth Services
- u. Contract w/Career Path Services for Dislocated Worker Services

Public Comment

None.

Public Hearing - Adopting Legislation to Authorize a Sales and Use Tax Ordinance for Chemical Dependency, Mental Health Treatment Services or Therapeutic Courts

Matt Rasmussen presented an ordinance authorizing the Board of Benton County Commissioners to approve a sales and use tax of 0.1% for chemical dependency or mental health treatment services or therapeutic courts. The ordinance also authorized the creation of a special revenue fund for collection. The public hearing was advertised in the newspaper as required and posted on the website, as well as social media. Additionally, the Board held a public hearing at the Richland Public Library previously to take public comment.

The Board received one email in opposition to the proposed tax. The funds will be used for the operation of the recovery center, and other programs could be implemented in the community, for behavioral health crisis and issues. The tax would take effect on July 1, 2022 however, the Board could change that date if it desired. The tax could be implemented in the months of January, April, or July any time after July 1, 2022.

Additionally, he said the Board did not have to adopt the tax today, it just needed to conduct the public hearing and continue the public hearing to a later date if it desired.

Public Comment

Mary Rosen, via/WebEx, Pasco, said the Benton-Franklin Coalition was in favor of the tax.

As there was no one else present to testify, public testimony was closed. Chairman Delvin closed the public hearing for further comment.

Commissioner McKay said he wanted to extend the tax increase to a later date to see if they could get the Benton-Franklin Transit tax on the ballot, so this tax did not need to be implemented.

Mr. Rasmussen said they would have to provide 75 days' notice to implement and the Board did have the statutory authority to implement this tax. He said he was not aware of a voting mechanism for implementation, except maybe an advisory vote, and the County would have to pay the cost of having it on the ballot. The last one Benton County did cost about \$200,000.

Commissioner Small said he originally was not in favor of the tax. However, the dynamics of mental health funding had changed, and the County would be losing some programs in July (mobile crisis units) and this money could be used to fund those programs. He said he attended a meeting last week with 20 local fire and police chiefs to talk about this and this would be a nice transition to fill in the gaps and he was in favor of the tax. He said they could also look at the transit tax being used.

Commissioner McKay asked about using the Public Safety Tax and reiterated he wanted to wait to see if the Ben-Franklin Tax issue passed.

If the Ben-Franklin Transit tax issue passed, that tax would be reduced by 0.1% and so the total local sales and use tax would still be the same.

Commissioner McKay said he was 100% in favor of the facility, but he had a hard time saying yes right now to a new tax.

Mr. Rasmussen said as part of the construction for the facility, they wanted to get a provider on board early in the process. Even though the facility would not be open, they would be helping with the process. He said they received a construction grant and had a design grant, but they would not pay for provider services, so would need the tax to fund that portion. He said they planned on seeking other grants as well, and there were a lot of opportunities they could pursue.

Public Comment - Reopened

Chairman Delvin allowed additional public comment.

Michelle Gerber, via/WebEx, said she was in favor of the tax and that the State and Federal Government would be much more likely to grant money to the providers, if they could show that local funds were being used. She said they had told them they wanted to see local funding.

As there was no one else present to testify, public comment was again closed.

Chairman Delvin said he understood Commissioner McKay's concerns about reducing one tax to be used for the other. However, he had tried to keep the two issues separate as he did not want the public to get confused between the two taxes. Also, he agreed that Transit needed to look at its revenue fund.

He said he would be in favor of starting the tax in July and was in favor of the recovery center.

Commissioner McKay said he was happy to hear about the grants and he understood the importance of the program but felt there were other ways to do it without raising taxes. He said he wanted the voters to be able to say if they wanted a new tax.

MOTION: Commissioner Small moved to adopt the resolution and ordinance to implement the sales and use tax for chemical dependency and mental health treatment services and therapeutic courts, and authorize the creation of the Behavioral Health Fund, to be effective July 1, 2022. Chairman Delvin seconded and upon vote, the motion carried with Commissioner McKay opposing.

Change Order No. 6 - V K Powell Construction for the Courthouse Upgrades Project

Robert Blain presented Change Order No. 6 with V K Powell Construction as follows:

- Removing the remaining terrazzo work from the project scope. The contractor had not been able to match the existing historic terrazzo to be able to complete the needed repairs. The cost of this change was a deduction of \$15,645.00 plus WSST
- Removing the remaining electrical work from the project scope which included the installation of the chandelier on the first floor. The cost of this change was a deduction of \$2,723.00 plus WSST
- Total deduction of (\$18,368.00 plus WSST)

MOTION: Commissioner Small moved to approve Change Order No. 6 with V K Powell Construction for the Courthouse Upgrades project as presented. Commissioner McKay seconded and upon vote, the motion carried.

2022 Benton County Legislative Agenda

Shyanne Palmus presented the 2022 Legislative Agenda for consideration:

- HB 1333 – renewing the Rural Counties' Public Facilities Sales & Use Tax – money from this program accumulates approximately \$300,000/month

- Three Rivers Behavioral Health Recovery Center – Benton County anticipates requesting funding for construction in the 2023 Capital Budget
- Regular Meetings Outside the County Seat – request a change to RCW 36.32.080 to allow regular, monthly meetings outside the County Seat
- HB 1407 – Allow Counties to raise ex parte filing fees – County Clerks are seeking legislation to raise the fee from \$30.00 to \$50.00 (not increased since 2009)
- HB 1376 – Convert registered land to recorded property – County Auditors are seeking to abolish Torrens (an outdated, labor-intensive land registration separate from standard recording systems)

MOTION: Commissioner Small moved to approve the Resolution adopting the Benton County 2022 Legislative Agenda as presented. Commissioner McKay seconded and upon vote, the motion carried.

State Governmental Affairs Consulting Agreement w/Gordon Thomas Honeywell

Shyanne Palmus presented the State Consulting Agreement with Gordon Thomas Honeywell for state governmental and lobbying services for 2022 in the amount of \$51,000.00 and \$1,000.00 for additional expenses.

Ms. Palmus said the contract amount was increasing considerably as they had not been in line with neighboring counties, but this would bring it closer to the services being provided.

MOTION: Commissioner Small moved to approve the Consulting Agreement between Benton County and Gordon Thomas Honeywell Governmental Affairs for 2022 governmental affairs services as presented. Commissioner McKay seconded and upon vote, the motion carried.

Federal Governmental Affairs Consulting Agreement w/Gordon Thomas Honeywell

Shyanne Palmus presented the federal governmental and lobbying services for 2022 in the amount of \$72,000.00, to be paid from the Capital Budget. She said it was not approved as to form by PA's office, but that legal counsel sent the Board separate communications regarding their concerns.

MOTION: Commissioner Small moved to approve the consulting agreement between Benton County and Gordon Thomas Honeywell Governmental Affairs for 2022 federal governmental affairs services as presented. Commissioner McKay seconded and upon vote, the motion carried.

Other Business

Contract with Gram Northwest, LLC

Robert Blain presented a contract with Gram Northwest, LLC for a cultural resource survey at Rattlesnake Mountain Shooting Facility. Resolution 2020-275 authorized the design of the new shooting range and during the SEPA Review/Permitting process, a cultural resource survey was requested. Benton County then entered into an agreement with Gram Northwest LLC to perform

that survey. The work was completed, but the requesting agency requested additional work to be performed.

MOTION: Commissioner Small moved to approve the contract with Gram Northwest, LLC as presented. Commissioner McKay seconded and upon vote, the motion carried.

December Meetings

The Board discussed the December meeting schedule and agreed to cancel the meeting of December 28, 2021.

The Board briefly recessed, reconvening at 10:02 a.m.

Executive Session – Pending Litigation

The Board went into executive session at 10:02 a.m. for approximately 15 minutes with DPA Ryan Brown to discuss pending litigation. Also present were Jerrod MacPherson, Matt Rasmussen, and Cami McKenzie.

The Board came out at 10:13 a.m. No decisions were made in executive session.

Other Business - Continued

TRIDEC Meeting – Wind Farm Update

Commissioner McKay reported on his meeting with TRIDEC and Scout Energy regarding the proposed wind farm. He said there were some photos, etc. that were provided, and he wanted to know if Benton County could post them on the website to help educate the community regarding this issue. The Board agreed and Mr. MacPherson said he would work with staff to get that information on the website.

Payroll

Check Date: 11/05/2021

Payroll Checks

Total all funds: \$2,418,698.69

Warrant #: 243370-243411

Direct Deposit #: 166276-166870

Payroll Draw Deductions/Transfers

Total all funds: \$2,176,891.19

Taxes #: 101211101-101211111

ACH #: 2011-2017

Payroll Deduction Warrants
Total all funds: \$124,896.44
Warrant #: 223218-223227

Resolutions

- 2021-794: Surplus and Disposition of Personal Property
- 2021-795: Interlocal Agreement w/Franklin County for Participation in Benton County Veterans Therapeutic Court
- 2021-796: Agreement w/US Dept of the Treasury for Emergency Rental Assistance
- 2021-797: Agreement w/WA State Dept of Commerce Community Services & Housing Assistance Unit for the Rent Assistance Program
- 2021-798: First Amended Agreement w/Sharon Adolphsen for Parent Coalition Support Grant
- 2021-799: Agreement w/Entrust Community Services for Employment Services
- 2021-800: Contract w/The Arc of Tri-Cities for Staff Outreach to Spanish Speaking Families
- 2021-801: Grant Agreement w/Children's Developmental Center for Children Services
- 2021-802: Amending Resolution 2020-655 to Increase the Total Not to Exceed for Purchase of Guardrails, Terminals, Cable & Components From Coral Sales Co.
- 2021-803: Intergovernmental Cooperation Agreement w/Stevens County for Purchases of Goods & Services
- 2021-804: Contract w/Nolan's Collision for Auto Body Repair on Fleet Motor Vehicles
- 2021-805: Adoption of Equipment Rental & Revolving Fund Vehicle Replacement Rates for Sheriff's Office Vehicles
- 2021-806: Purchase From Bob Barker for Inmate and Detention Supplies, Solutions and Services
- 2021-807: Agreement w/Master's Touch for Property Tax Statements Printing and Mailing
- 2021-808: Contract w/Career Path Services for Adult Services
- 2021-809: Contract w/Career Path Services for Youth Services
- 2021-810: Contract w/Career Path Services for Dislocated Worker Services
- 2021-811: Adopting Legislation to Authorize a Sales and Use Tax Ordinance for Chemical Dependency or Mental Health Treatment Services or Therapeutic Courts in Accordance with RCW 82.14.460 Establishing the Behavioral Health Fund - Fund Number 0160101 and Other Matters Related Thereto - and Adopting Ordinance No. 639
- 2021-812: Approving Contract Change Order No. 6 with V K Powell Construction LLC for the Courthouse Upgrades Project
- 2021-813: Adopting The Benton County 2022 Legislative Agenda
- 2021-814: Consulting Agreement Between Benton County and Gordon Thomas Honeywell Governmental Affairs for Lobbying Consultant Services
- 2021-815: Consulting Agreement Between Benton County and Gordon Thomas Honeywell Governmental Affairs for Federal Governmental Affairs Consultant Services

2021-816: Executing a Service Contract with Gram Northwest LLC for a Cultural Resource Survey at Rattlesnake Mountain Shooting Facility

There being no further business before the Board, the meeting adjourned at approximately 10:17 a.m.

Clerk of the Board

Chairman

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	November 16, 2021
Subject:	Notice of Approval to Hear Property Tax Appeals
Presenter:	
Prepared By:	Peggy Brown
Reviewed By:	
PA Review, Approval to Form: ☐ Yes ☐ No ☒ N/A <i>(If no, include reasoning for no approval)</i>	
Type of Agenda Item:	Type of Action Needed:
☒ Consent Agenda	☐ 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

Authorizing the Board of Commissioners to sign a notice of approval so that the Board of Equalization can hold property tax appeal hearings for 2021/2022.

Fiscal Impact

Amount:

Fund:

Recommendation

Suggested Motion

Consent Agenda resolution.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE BOARD OF COMMISSIONERS TO SIGN A NOTICE OF APPROVAL TO HEAR PROPERTY TAX APPEALS

WHEREAS, the county Board of Equalization, with the approval of the county legislative authority, may convene at any time when petitions filed exceed twenty-five, or ten percent of the number of appeals filed in the preceding year, whichever is greater (RCW 84.48.010); and

WHEREAS, the county Board of Equalization has received 64 appeals as of October 21, 2021 and requests the Board of Benton County Commissioners to approve additional property tax appeal hearings as is permitted by RCW 84.48.010; **NOW THEREFORE**,

BE IT RESOLVED that the Benton County Board of Commissioners approves additional property tax appeal hearings and is hereby authorized to sign the attached Notice of Approval to Hear Property Tax Appeals.

Dated this day of , 2021.

Chairman of the Board

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

**NOTICE OF APPROVAL TO HEAR PROPERTY TAX APPEALS
BENTON COUNTY LEGISLATIVE AUTHORITY**

The county Board of Equalization, with the approval of the county legislative authority, may convene at any time when petitions filed exceed twenty-five, or ten percent of the number of appeals filed in the preceding year, whichever is greater. (RCW 84.48.010)

Pursuant to RCW 84.48.010, the Benton County Legislative Authority hereby approves the Benton County Board of Equalization's request to convene for the purpose of hearing property tax appeals for the current year. This approval is based on a finding that the requirements for convening under RCW 84.48.010 have been satisfied.

DATED THIS _____ day of _____, 20_____

Chairman

Member

Member

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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

November 16, 2021

The National Main Street Center, Inc.
53 West Jackson Blvd., Suite 350
Chicago, IL 60604

Re: Letter of Support for New City Park in Prosser, Washington

Dear Main Street America, T-Mobile, & Smart Growth America,

We are writing to express our support for the City of Prosser's "Hometown Grant" application. Our small, rural community is working hard to revitalize its downtown and create community spaces where everyone feels welcome. That's why the City Park Project is so important. Right now, children and caregivers with disabilities cannot access City Park.

Instead of making everyone feel welcome and equal, this outdated structure is creating barriers for vulnerable individuals in our community.

Benton County represents all residents of our county and partners with other local agencies to provide access to our community for all essential services, including recreation and community spaces. The Benton County seat is located in Prosser, with many offices located at the County Courthouse just ½ mile away from City Park.

This new, safe, ADA-accessible playground is key to providing all families and children in Prosser with the opportunity to participate, without worrying about unnecessary barriers. The Hometown Grant Program would be an incredible opportunity for the City of Prosser. Your contribution would make a significant impact in our community.

We, the Benton County Board of Commissioners, fully support the City of Prosser in this endeavor.

Sincerely,

Benton County Board of Commissioners

Jerome Delvin
Chairman

Shon Small
Chairman Pro-Tem

Will McKay
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 11/02/21 BC 11/16/21
Subject:	Personal Services Contract with I.S.A.T. - Intermountain Specialized Abuse Treatment Center
Presenter:	N/A
Prepared By:	Rosa Garcia
Reviewed By:	Darryl Banks
PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A <i>(If no, include reasoning for no approval)</i>	
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
☒ Consent Agenda	☐ Discussion Only ☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction ☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document ☐ Pass Ordinance
	☒ Execute Contract

Summary / Background Information

Benton-Franklin Counties Juvenile Justice Center wishes to contract with I.S.A.T., Intermountain Specialized Abuse Treatment Center, to provide services and treatment for first time adjudicated sex offenders.

The attached Personal Services Contract commences upon execution of the Counties and expires on December 31, 2022.

Fiscal Impact

The fiscal amount shall not exceed \$15,000.00. These services are paid from state funds under the SSODA treatment program. There is no fiscal impact to the county budgets.

Recommendation

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign the Personal Services Contract between I.S.A.T. and 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 I.S.A.T., INTERMOUNTAIN SPECIALIZED ABUSE TREATMENT CENTER A PERSONAL SERVICES CONTRACT TO PROVIDE SERVICES AND TREATMENT TO FIRST-TIME ADJUDICATED SEX OFFENDERS

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, Benton and Franklin Counties request to contract with I.S.A.T. to provide services and treatment to first-time adjudicated sex offenders; and

WHEREAS, the Juvenile Administrator recommends entering into a new Personal Services Contract;
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 award the Personal Services Contract to I.S.A.T., in an amount not to exceed \$15,000.00; and

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

BE IT FURTHER RESOLVED, the term of the attached Contract commences upon execution of the Counties and shall expire on December 31, 2022.

DATED this ____ day of _____ 2021

BENTON COUNTY BOARD OF COMMISSIONERS

Chair of the Board

Chair Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

Clerk of the Board

DATED this ____ day of _____ 2021

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chair of the Board

Chair Pro Tem

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Clerk of the Board

**BENTON-FRANKLIN COUNTIES
PERSONAL SERVICES CONTRACT**

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 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 West Canal Place, Suite 106, Kennewick, WA 99336 (hereinafter collectively referred to as "COUNTIES"), and **I.S.A.T.-Intermountain Specialized Abuse Treatment Center**, a corporation organized under the laws of the State of Utah with their principal office at 1555 West 2200 South, Suite A, Salt Lake, Utah 84119 (hereinafter "CONTRACTOR").

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

1. DURATION OF CONTRACT

The term of this Contract shall begin upon execution of the Counties 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.

2. SERVICES PROVIDED

a. Pursuant to RCW 13.40.160, the CONTRACTOR shall provide the following services for selected first-time, adjudicated sex offenders:

1. Assess offenders prior to disposition of a sex offense to determine amenability to treatment and risk to the community. The assessment shall be completed by the Washington State certified sex offender treatment provider and shall include:
 - a. Respondent's version of the facts;
 - b. Official version of the facts;
 - c. Respondent's offense history;
 - d. Assessment of problems in addition to the alleged deviant behaviors;

- e. Respondent's, social, educational, and employment situation;
 - f. Other evaluation measures used; and
 - g. Amenability to treatment and risk to the community.
2. Develop a proposed treatment plan that includes:
- a. Frequency and type of contact between offender and treatment providers;
 - b. Specific issues to be addressed in the treatment and description of planned treatment modalities;
 - c. Monitoring plans including any requirement regarding living conditions; lifestyle requirements, and monitoring by family members, legal guardians, or others;
 - d. Anticipated length of treatment, and
 - e. Recommended crime-related prohibitions.
3. Provide treatment that complies with WAC Chapter 246-930 and the rules adopted by the Department of Health, and that consists of a combination of services identified in the Sex Offender Treatment Provider assessment, and the Washington State Juvenile Court Risk Assessment, deemed most effective to decrease recidivism, increase youth protective factors, and decrease youth risk factors. Specifics of family, group, or individual sessions shall be identified in the provider treatment plan provided during assessment and shall be updated quarterly. Group and Individual treatment services may be provided by the CONTRACTOR in the group treatment room located at 1555 West 2200 South, Suite A, Salt Lake, Utah 84119.
4. Submit, at the request of the Juvenile Probation Counselor, a six-month Court Review Treatment Report, that includes at minimum the following: Dates of attendance, respondent's compliance with requirements, treatment activities, respondent's relative progress in treatment, formal risk assessments to include at minimum the Protective + Risk Observations for Eliminating Sexual Offense Recidivism (PROFESOR), modifications to the treatment plan, and any other material specified by the court at the time of disposition.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTIES.

- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- e. The CONTRACTOR shall confer with the 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.

3. CONTRACT REPRESENTATIVES

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

- a. For CONTRACTOR: Becky Valcarce, LCMHC
1555 West 2200 South, Ste. A
Salt Lake, UT 8411
Phone: (801) 886-8900
Email: www.isatcenter.org
- b. For COUNTIES: Darryl Banks
Benton-Franklin Juvenile Justice Center
5606 West Canal Place, Suite 106
Kennewick, WA 99336
Phone: (509) 222-2316
Fax: (509) 222-2311
Email: Darryl.Banks@co.benton.wa.us

4. COMPENSATION

- a. For the services performed under this Contract, the CONTRACTOR shall be paid at the rate of \$60.00 per hour for each hour of service provided for individual and/or family counseling, and \$30.00 for weekly group. A quarterly report, as required by RCW 13.40.160 addressing client's treatment progress is to be included in this hourly rate.
- b. At the flat rate of \$75.00 for each six-month Court Review Treatment Report.
- c. The maximum total amount payable by the Counties to the Contractor under this Contract shall not exceed Fifteen Thousand Dollars (\$15,000.00).

- d. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- e. 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 of the invoice.
- f. 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.
- g. 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.
- h. 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.

5. 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' authorized representatives. Work under a

Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTIES.

6. 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, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the 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 and its officers, officials, employees and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section [6] 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.

7. **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 acknowledges and represents that Contractor currently does not have any employees and, therefore, does not maintain workers compensation insurance. To the extent Contractor hires any employees; however, Contractor shall comply with all State of Utah workers compensation statutes and regulations. 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.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Utah workers compensation statutes and regulations and COUNTIES incurs fines or is 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 must 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 must provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section [6]. 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.

- d. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTIES or its elected and appointed officers, officials, employees or agents.

CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the 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. All liability insurance required under this Contract, except for professional liability under Section [7(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 and Auto Liability 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 and appointed officials, employees and agents shall be excess of the CONTRACTOR'S insurance and shall not contribute to it.
2. Certificates of Liability Insurance with endorsements attached, must be provided to the COUNTIES' Contract Representative referenced in Section 3.b.
3. All written notices under this Section [7] and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTIES' Contract Representative

referenced in Section 3.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 West Canal Place, Suite 106, Kennewick WA 99336.

8. 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 costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the 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.
- d. The CONTRACTOR shall have a right to terminate this Agreement upon ten (10) days advance written notice to the COUNTIES in the event the COUNTIES fails to comply with any of the provisions of this Agreement or upon thirty (30) days written

notice without cause.

9. 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.

10. 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 signed by the waiving parties' authorized representatives, and in the absence of such, no action or inaction shall be construed to be such a waiver.

11. 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 COUNTIES' employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor,

employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the 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.

12. COMPLIANCE WITH LAWS

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

13. 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 Utah Department of Human Services background screening, 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 and/or Counties 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 and/or Counties 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.
2. 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 West Canal Place, Suite 106, Kennewick WA 99336-1388.

14. 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 all records required by this Contract for six (6) years after termination of this Contract for audit purposes. The CONTRACTOR shall also keep all fiscal and clinical books, records, documents and other material relevant to this Contract in accordance with WAC 388-805-320 and the WAC Implementation Guide.

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

- a. All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the 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 there from to the extent such use is not agreed to in writing by the CONTRACTOR.

- b. An electronic copy of all word processing documents shall be submitted to the COUNTIES upon request and/or at the expiration of the Contract, using the word processing program and version specified by the COUNTIES.

17. 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.

18. 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.

19. CONFIDENTIALITY

The CONTRACTOR and 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' authorized representatives 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.

20. CHOICE OF LAW, JURISDICTION AND VENUE

- a. This Contract has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Contract shall be

governed by the laws of the State of Washington, both as to its interpretation and performance.

- b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton and Franklin Counties, Washington.

21. 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.

22. SEVERABILITY

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

23. ENTIRE AGREEMENT

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

24. NOTICES

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

immediately if personally served. For service by e-mail, service shall be effective at the beginning of the next working day.

25. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, indemnification provisions (Sections [6] and [17]); extended reporting period requirements for professional liability insurance (Section [7(a)]); inspection and keeping of records and books (Section [14]); litigation hold notice (Section [26]); Public Records Act (Section [27]) and confidentiality (Section [19]).

26. LITIGATION HOLD NOTICE

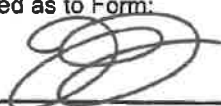
In the event the COUNTIES learn of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section [14] of this Contract may be of evidentiary value, the COUNTIES may issue written notice to CONTRACTOR of such circumstances 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 required by Section [14] of this Contract.

27. PUBLIC RECORDS ACT

The 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. The 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 as of the date written below.

The parties specifically certify that the provisions contained within Section 7 are mutually negotiated.

I.S.A.T.	Benton Franklin Counties Juvenile Justice Center
 10-7-21 Becky Valcarce, LCMHC Date	 10-7-21 Darryl Banks Date Juvenile Court Administrator
BENTON COUNTY APPROVAL Approved as to Form: _____ Stephen Hallstrom, Deputy Prosecuting Attorney Date By: _____ Name: _____ Title: <u>Chair, Board of Commissioners</u> Date: _____ Attest: Clerk of the Board: _____	FRANKLIN COUNTY APPROVAL Approved as to Form:  10/12/21 _____ Jennifer Johnson, Civil Deputy Prosecuting Attorney Date By: _____ Name: _____ Title: <u>Chair, Board of Commissioners</u> Date: _____ Attest: Clerk of the Board: _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 11/02/21 BC 11/16/21
Subject:	Contract with Columbia Private Investigation LLC dba Pronto Process Service, Inc.
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

Benton-Franklin Counties Juvenile Justice Center would like to contract with Pronto Process Service, Inc. to provide processing and messenger services to the Benton-Franklin Counties Juvenile Justice Center and Benton Franklin Counties Superior Court. The current contract for services between these Departments expires on December 31, 2021.

The term of this Contract is from January 1, 2022 through December 31, 2023.

Fiscal Impact

Amount not to exceed \$3,500.00 which is appropriated in the 2022-2023 budgets. No Supplemental required.

Recommendation

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign the contract between Pronto Process Service, Inc., Benton-Franklin Counties Juvenile Justice Center and Benton Franklin Counties Superior Court 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 COLUMBIA PRIVATE INVESTIGATION LLC DBA PRONTO PROCESS
SERVICE, INC. THE PERSONAL SERVICES CONTRACT FOR PROCESS SERVICE AND DELIVERY OF
DOCUMENTS FOR THE BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER, AND BENTON
FRANKLIN COUNTIES SUPERIOR COURT

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, Benton-Franklin Counties Juvenile Justice Center and Benton Franklin Counties Superior Court
has a contract for process service and delivery of documents for 2020-2021 via Benton County Resolution
2019 887 and Franklin County Resolution 2019 346; and

WHEREAS, the Administrators for Benton-Franklin Counties Juvenile Justice Center and Benton Franklin
Counties Superior Court recommend entering into a new Agreement with Pronto Process Service, Inc. for
2022-2023; **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
Administrators' recommendation and hereby award the Personal Services Contract to Pronto Process Service,
Inc. in an amount not to exceed \$3,500.00; and

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

BE IT FURTHER RESOLVED, the term of the attached Contract commences January 1, 2022 and expires on
December 31, 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:

Clerk of the Board

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Clerk of the Board

**BENTON and FRANKLIN COUNTIES
PERSONAL SERVICES CONTRACT**

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 and **FRANKLIN COUNTY**, a political subdivision with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the **Benton-Franklin Counties Juvenile Justice Center**, a bi-county agency located at 5606 West Canal Place, Suite 106, Kennewick, WA 99336 (hereinafter "COUNTIES"), and **Columbia Private Investigation LLC, dba Pronto Process Service**, corporation organized under the laws of the State of Washington with its principal offices at 6855 W Clearwater Ave, Suite A101-179, Kennewick, WA 99336 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of these Terms and Conditions and the following documents:

- a. Exhibit A - Scope of Work; and
- b. Exhibit B - Compensation

2. DURATION OF CONTRACT

The term of this Contract shall begin on **January 1, 2022** and shall expire **December 31, 2023** The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. The Contractor agrees to provide for delivery and receipt of all legal documents, letters, packages, and materials to/from the Counties' departments listed in Exhibit **A** for delivery and receipt to/from attorney, businesses, and residences throughout the Tri-City area and service of process throughout Southeastern Washington in accordance with Exhibit **A**.

- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTIES.
- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- e. The CONTRACTOR shall confer with the 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 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:

Name: Mark Almquist
Address: 6855 W. Clearwater Ave., Ste. A101-179
Kennewick, WA 99336
Phone: (509) 366-7268
Email: mark@columbia.com

b. For COUNTIES:

Name: Darryl Banks, Administrator
Juvenile Justice Center
Address: 5606 W. Canal Pl., Ste. 106
Kennewick, WA 99336
Phone: (509) 222-2316
Email: Darryl.Banks@co.benton.wa.us

Name: Tiffany Runge, Administrator
Superior Court
Address: 7122 W. Okanogan Pl., Building A
Kennewick, WA 99336
Phone: (509) 736-3071 ext. 3318
Email: Tiffany.Runge@co.benton.wa.us

5. COMPENSATION

For the services performed under this Contract, the CONTRACTOR shall be paid as follows:

- a. A detailed description of the compensation to be paid by the COUNTIES is set forth in Section 3.a. and in accordance with Exhibit A, is set forth in Exhibit B, "Compensation", which is attached hereto and incorporated herein by reference.
- b. The maximum total amount payable by the COUNTIES to the CONTRACTOR under this Contract shall not exceed three thousand five hundred dollars (\$3,500.00).
- c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- d. The CONTRACTOR may, in accordance with Exhibit A & B, 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 of the invoice.
- e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTIES.
- f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the 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.
- g. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to

the execution of this Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

- a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the 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, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, caused in whole or in part by any act or omission, negligent or otherwise, of the CONTRACTOR or its subcontractors, which arises in connection with the work performed under this Contract or is 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 and its officers, officials, employees, and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other

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

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

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

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

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

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

\$1,000,000 Each Accident
\$1,000,000 Policy Limit for Disease
\$1,000,000 Each Employee for Disease

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

d. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTIES or its elected and appointed officers, officials, employees, or agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the 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.

e. **Verification of Coverage and Acceptability of Insurers:**

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington that have an A.M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than Professional Liability, Auto Liability, and Workers' Compensation, shall specifically include the COUNTIES and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or cancelled without thirty (30) days prior written notice to the 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.
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.
4. Benton County Risk Manager and Franklin County Risk Manager at the following addresses: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336; Franklin County Risk Manager, 1016 N. 4th Ave., Pasco, WA 99301.

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 costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- b. In the event that funding for this project is withdrawn, reduced, or limited in any way after the effective date of this Contract, the 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 the CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee, or servant of the 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 5 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 COUNTIES employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTIES.
- d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state, or local law that are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the 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. 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.

15. NONDISCRIMINATION

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

16. 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 agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefrom to the extent such use is not agreed to in writing by the CONTRACTOR.
- b. An electronic copy of all word processing documents shall be submitted to the COUNTIES upon request and/or at the expiration of the Contract, using the word processing program and version specified by the COUNTIES.

17. 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.

18. 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.

19. CONFIDENTIALITY

The CONTRACTOR and 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.

20. CHOICE OF LAW, JURISDICTION, AND VENUE

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

21. SUCCESSORS AND ASSIGNS

The 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.

22. SEVERABILITY

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

23. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of their agreement. Any oral or written representations or

understandings not incorporated in this Contract are specifically excluded.

24. NOTICES

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

25. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to: indemnification provisions (Sections 7 and 17); extended reporting period requirements for professional liability insurance (Section 8(a)); inspection and keeping of records and books (Section 14); litigation hold notice (Section 26); Public Records Act (Section 27); and confidentiality (Section 19).

26. LITIGATION HOLD NOTICE

In the event the COUNTIES learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section 14 of this Contract may be of evidentiary value, the 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 required by Section 14 of this Contract.

27. PUBLIC RECORDS ACT

The CONTRACTOR hereby acknowledges that the COUNTIES is a governmental entity and as such is subject to the requirements of the Public Records Act, Chapter 42.56 RCW. Accordingly, CONTRACTOR understands that to the extent a proper request is made, the

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. The 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 agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act that will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

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IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives, and it is effective on **January 1, 2022**.

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

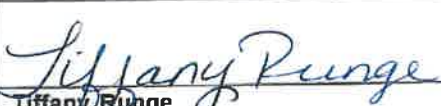
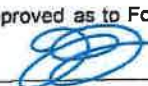
Columbia Private Investigation, LLC dba Pronto Process Services	
 Mark Almquist, Owner Date <u>10/11/2021</u>	
Superior Court Administration 7122 W. Okanogan Place, Building A Kennewick WA 99336	Benton Franklin Counties Juvenile Justice Center 5606 W Canal Pl, Ste 106 Kennewick WA 99336
 Tiffany Runge Superior Court Administrator Date <u>10/12/2021</u>	 Darryl Banks Juvenile Court Administrator Date <u>10-11-21</u>
BENTON COUNTY APPROVAL Approved as to Form: Stephen Hallstrom, Deputy Prosecuting Attorney Date By: _____ Name: _____ Title: <u>Chair, Board of Commissioners</u> Date: _____ Attest: _____ Clerk of the Board: _____	FRANKLIN COUNTY APPROVAL Approved as to Form:  Jennifer Johnson, Civil Deputy Prosecuting Attorney Date <u>10/12/21</u> By: _____ Name: _____ Title: <u>Chair, Board of Commissioners</u> Date: _____ Attest: _____ Clerk of the Board: _____

EXHIBIT A – SCOPE OF WORK

- 1.0 PURPOSE:** The Counties (designation “Counties” refers to both Benton and Franklin Counties), by and through its various departments, requires the professional services of Contractor for delivery and receipt of legal documents to/from attorneys, businesses, and individuals throughout the Tri-City area and service of process throughout Southeastern Washington. Legal messenger services to be provided by the Contractor include messenger delivery, as well as personal and non-personal service of process.

1.1 The following County departments will be serviced by this Contract:

- a. Benton-Franklin Counties Juvenile Justice Center
5606 W. Canal Drive, Suite 106
Kennewick, WA 99336
Contact Person: Darryl Banks
- b. Benton-Franklin Counties Superior Court Administration
7122 W. Okanogan Place, Building A
Kennewick, WA 99336
Contact Person: Tiffany Runge

1.2 Each County department has designated a Contact person. See Section 1.1 above. The designated Contact person will serve as the liaison between the Counties and the Contractor with respect to the implementation of this Contract (*i.e.*, receiving requests for service, submission of invoices for services rendered, etc.). With respect to issues arising as a result of the terms or conditions of this Contract, refer to Section 4 of the Personal Services Contract Terms and Conditions.

1.3 Additional Bi-County departments may be added at a future date should other Bi-County departments require messenger service by providing written notice of the same to the Contractor. Service to additional Bi-County departments will be accommodated via an amendment to this Contract in accordance with Section 6 of the Personal Services Contract Terms and Conditions.

2.0 SERVICES PROVIDED:

2.1 **LEGAL MESSENGER PICK-UP/DELIVERY:** The Contractor shall pick up legal documents, letters, packages, and materials from the County departments identified in Section 1.1 above for delivery to businesses and residences throughout the Tri-City area. Legal documents will also be

delivered to the County departments identified in Section 1.1, above, from other locations throughout the Tri-City area.

- 2.2 **PROCESS SERVICES:** The Contractor shall pickup and then serve legal process (summons, complaint, petitions, orders, etc.) as well as other legal documents from the County departments identified in Section 1.1 for service throughout Southeastern Washington. Process service may involve contact with angry or hostile individuals. Service may include, in addition to personal residences, delivery and service to municipal police stations, correctional institutions, mental health facilities, substance abuse treatment facilities and other medical sites such as hospitals or rehabilitation facilities.

2.2.1 The Contractor will complete process service in a cost effective manner and within the timeframe requested by the requesting County department whenever possible.

2.2.2 Upon successful completion of process service, the Contractor will prepare and transmit an affidavit of service or similar type of documentation demonstrating successful service or attempts at service to the requesting County departments using proper legal format.

- 2.3 **OTHER SERVICES:** The Contractor shall also provide the following service requirements, which may apply to messenger or service tasks:

2.3.1 Provide service during non-business hours, including weekends and evenings at the same rate as service provided during business hours.

2.3.2 All documents will be considered to be time sensitive, and the Contractor's performance shall be reviewed as to timeliness of response and ability to meet legal deadlines. Failure to meet a service or filing deadline may be cause for immediate suspension or termination of this Contract.

2.3.3 At the request of the County Departments, the Contractor may provide additional services such as brief investigations, photographs, unofficial translations (both written and verbal) and other services. These services will be billed by the Contractor at time (\$35.00) per hour) and cost of materials as needed and will be billed by written invoice to the requesting department in accordance with Section 3.3 below.

3.0 SPECIAL TERMS AND CONDITIONS

- 3.1 **PRICE ADJUSTMENTS.** Price shall remain as stated for the initial term of the Contract. Any Contractor requested price adjustment(s) must be submitted within thirty (30) days prior to the Contract's anniversary date. Any requested price adjustment shall be fully documented to indicate reason or cause for the request. The Counties will analyze the request and compare it against market prices and the Consumer price Index. If the Counties and the Contractor agree to a price adjustment, it shall be affected through a written Contract Amendment.
- 3.2 **NO GUARANTEED QUANTITIES.** The Contractor understands and acknowledges that the Counties makes no representations nor guarantees the Contractor any minimum or maximum number of units of service to be provided under the Contract.
- 3.3 **BILLING.** The Contractor shall submit a billing and all necessary paperwork to the designated Legal Process Supervisor for each of the County departments serviced by this Contract and identified in Section 1.1 above. Each County department will remit payment to Contractor after receiving the monthly invoice for services rendered.
- 3.4 **SUBJECT TO PRIOR APPROVAL.** This Contract shall be subject to the written approval of the elected official, administrator or director for each Department identified in Section 1.1 above, and by the Board of County Commissioners for Benton County and for Franklin County. This Contract shall not be binding until so approved.

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EXHIBIT B – COMPENSATION

1.0 MONTHLY FEES:

- 1.1 The Counties (designation "Counties" refers to both Benton and Franklin Counties), by and through each of the Departments serviced by this Contract, will pay a flat monthly fee to the Contractor for delivery and receipt of legal documents to/from attorneys, businesses, and individuals throughout the Tri-City area as follows:

Department	Monthly Fee
Juvenile Justice Center	\$65.00
Superior Court Administration	\$65.00

- 1.2 The Contractor will submit a separate invoice on a monthly basis to each of the Departments identified in Section 1.1 above, and in accordance with Section 5 of the Personal Services Contract Terms and Conditions.

2.0 SERVICE OF PROCESS FEE:

This fee is in addition to the monthly fee cited in Section 1.1 above. If the same respondent is served with process related to multiple matters Contractor agrees to charge only one process service fee as to that respondent.

- A. Process Service Fee: \$50.00*

3.0 ADDITIONAL CHARGES FOR SERVICE AS FOLLOWS:

These fees are in addition to the base fee cited in Section 1.0 above, and service fees provided for in Section 2.0 above.

- A. Mileage for process service outside Benton/Franklin/Walla Walla Counties \$57

(Service in Benton/Franklin/Walla Walla Counties will be provided without a charge for mileage. For all services outside those counties Contractor shall be paid the above rate to be calculated from the nearest location outside the respective county line to the location of service. Contractor agrees to seek prior approval for all mileage expenses from the department representative in Section 1.1 of Exhibit A prior to incurring any mileage expenses. Failure of Contractor to seek, and be granted, approval for mileage expenses prior to said expenses being incurred will result in no financial obligation by Counties to Contractor for those expenses.)

- B. Attempted deliveries to Bad Address/Relocation: \$20.00

- C. Same Day Deliveries: \$20.00

- D. Other services requested by departments: \$40.00
(Such service includes photographs, unofficial translations (both written and verbal) and other services. Provided at \$40.00 per hour plus cost of materials.)

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 11/02/21 BC 11/16/21
Subject:	Approving the purchase of janitorial supplies from Crown Paper and Janitorial Supply, Inc.
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

Benton and Franklin Counties Juvenile Justice Center currently purchases supplies from Crown Paper and Janitorial Supply, Inc.

Benton and Franklin Counties Juvenile Justice Center anticipates the amount of janitorial supplies to exceed \$10,000 but will not exceed \$50,000.

Benton and Franklin Counties Juvenile Justice Center received quotes from two vendors on the MRSC vendor list for commonly ordered janitorial supplies. Crown Paper and Janitorial Supply, Inc., is currently the only responsible bidder who carries adequate inventory of janitorial equipment and supplies.

Administrative Services Finance Manager recommends purchasing janitorial supplies from Crown Paper & Janitorial Supply, Inc. commencing January 1, 2022 through December 31, 2023.

Fiscal Impact

No fiscal impact.

Recommendation

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign the resolution authorizing the Benton and Franklin Counties Juvenile Justice Center to purchase janitorial supplies from Crown Paper and Janitorial Supply, Inc.

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 APPROVING THE PURCHASE OF JANITORIAL SUPPLIES FROM CROWN PAPER
AND JANITORIAL SUPPLY, INC. FOR THE BENTON AND FRANKLIN COUNTIES JUVENILE JUSTICE
CENTER**

WHEREAS, per Resolution 2021-233, the Board of Benton County Commissioners approved a County-Wide Procurement, Leasing, and Contracting Policy; and

WHEREAS, Benton and Franklin Counties Juvenile Justice Center anticipates the amount of janitorial supplies in each year from 2022-2023 will exceed \$10,000, but will not to exceed \$50,000; and

WHEREAS, per Resolution 2021-233, section 2.2.3 Purchases or Leases between \$10,000 and \$50,000, "In order to assure that a purchase or lease is awarded to the lowest responsible bidder (vendor); purchases or leases in the price range are to be approved by the BOCC pursuant to a written resolution"; and

WHEREAS, Benton-Franklin County Juvenile Justice Center solicited companies on the Benton County MRSC vendor list to provide a quote for janitorial supplies:

1. Crown Paper & Janitorial Supply, Inc., Walla Walla, WA – UBI No. 601934973 – Quote submitted
2. Bob Barker Company, Inc., North Carolina, WA – UBI No. 602653842 – Quote submitted
3. Keeney's Office Supply, Inc., Redmond, WA – UBI No. 179004765 – Did not submit quote

WHEREAS, the Administrative Services Finance Manager of Benton and Franklin Counties Juvenile Justice reviewed the quote for the completeness and recommends purchase of janitorial supplies from Crown Paper & Janitorial Supply, Inc. annually, to commence January 1, 2022; **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, hereby concurs with the Administrative Services Finance Manager's recommendation of purchasing janitorial supplies from Crown Paper & Janitorial Supply, Inc. commencing January 1, 2022 through December 31, 2023, not to exceed \$50,000.

DATED this _____ day of _____ 2021

BENTON COUNTY BOARD OF COMMISSIONERS

Chair of the Board

Chair Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

Clerk of the Board

DATED this _____ day of _____ 2021

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chair of the Board

Chair Pro Tem

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Clerk of the Board

BENTON-FRANKLIN COUNTIES
JUVENILE DEPARTMENT

Vendor Quote Form

Date:	10-11-21
Vendor Name:	CROWN PAPER AND JANITORIAL
Vendor Address:	100 AVERY ST WALLA WALLA WA.99362
Vendor Phone Number:	509-529-4561
Price Including WSST:	ALL COSTS ARE BEFORE TAXES
Expiration Date:	ALL RICES ARE GOOD FOR 90DAYS SOME ARE GOOD FOR 6 MONTHS
Notes:	DO TO THE MARKET PLACE VOLITILATY PRICES COULD BE SUBJECT TO CHANGE WITH 30 DAY NOTICE
Are you on the MRSC (Municipal Research and Services Center) list?	☒ Yes ☐ No
UBI#	601-934-973
Item(s) being purchased:	JANITORIAL AND PAPER

Vendor Contact Agent Name: DOUG HAMILTON

Signature:

Title:

GM/PESIDENT



Paper and Janitorial Supply, Inc.



WALTER E. NELSON CO.

BUILDING MAINTENANCE SUPPLIES • PAPER PRODUCTS • COMMERCIAL LAUNDRY SYSTEMS

10 Avery Street • Walla Walla, WA 99062 • Tel: 509-329-4561 • Fax: 509-323-6367

BENTON FRANKLIN JUVENILE CENTR
5606 W CANAL DRIVE STE 106
KENNEWICK, WA 99336

QUOTE#: 29413
QUOTE DATE: 10/11/21
CUSTOMER#: 1022
FOB: OUR TRUCK
TERMS NET 30

ATTN: JON

U/M	PRODUCT CODE	DESCRIPTION		PRICE
		BROOMS/DUSTMOP EQUIPMENT		
EA	TO280102	TOILET BOWL BRUSH ROUND POLY		2.85/EA
		CHEMICAL-ALL PURPOSE		
GL	K68809	FOAMING ALCOHOL HAND SANITIZER	BULK GALLONS/4GL/CS	27.02/GL
CS	GO1903-02	GOJO LTX PURELL HAND SANITIZER	2/1200ML/CS	52.64/CS
GL	FCHDTSC	HEAVY DUTY TILE AND SHOWER	CLEANER 4/GL PER CS	19.50/GL
CS	K5665	KUTOL 800MIL PINK LOTION SOAP	12/CS DCV VALVE	41.94/CS
GL	FCOFCO	O'FRESCO CONCENTRATE LAVENDER	W-HINT OF MINT 4X1GAL/CS	11.85/GL
CS	ST-794	PRE MEASURED .5OZ PAKET	DETERGENT DISINFECTANT2/90CS	58.98/CS
		CHEMICAL-FLOOR CARE		
PL	FCICE-5	ROYAL ICE 20% NEW TEC	FLOOR FINISH 5GL PAIL	121.34/PL
		LINERS, LOW/HI-DENSITY		
CS	RBI37010CR	30X37 CORLESS ROLLED LINER	1MIL/BLACK/200CS	32.00/CS
CS	RBI47125CR	43X47 1.25MIL 100/CS	BLACK LINER	33.78/CS
CS	RBI32090CR	CROWN ROLLED LINERS LOW D	24X33.9MIL LINER/500CS	44.22/CS
CS	RBI32070CR	CROWN ROLLED LINERS LOW D	24X32 .7MIL BLACK 500/CS	37.75/CS

U/M	PRODUCT CODE	DESCRIPTION		PRICE
		MISCELLANEOUS		
EA	UNS610	60" YELLOW JAWS MOP HANDLE		12.70/EA
EA	T245	ELECTRA 245 ELECTRONIC TOWEL	DISP/TD023501/REPACING/T245	0.00/EA
CS	DMX8003002	MONK DISINFECTANT WIPES 800CT	REFILL/2PER/CS	62.36/CS
BX	NITRILEBLLG	NITRILE BLUE P/F LARGE EXAM	GRADE 10/100/CS	15.80/BX
BX	NITRILEBLMD	NITRILE BLUE MED P/F EXAM	GRADE 10/100/PER/CS	15.80/BX
BX	NITRILEBLSM	NITRILE BLUE P/F SMALL EXAM	GRADE P/F 10/100/PER/CS	15.80/BX
BX	NITRILEBLXLG	NITRILE BLUE XLG P/F EXAM	GRADE 10/100/CS	15.80/BX
EA	IM5032WG	SPRAY BOTTLE 32 OZ WITH	GRADUATION 96/CS	1.21/EA
EA	TO110542	TRIGGER SPRAYERS CHEMICAL	RESISTANT/9 1/4"/200/CS	1.70/EA
CS	SOL11513	PAPER-TWL,TIS,SC,FAC,NAP FACIAL TISSUE FLAT BOX 2 PLY	30/100/CS	25.45/CS
CS	WENSEAT	SEATCOVER 1/2 FOLD 20/250/CS		39.60/CS
CS	SCASB1840A	SINGLEFOLD TOWEL WHITE 16/250	4000/CS	36.34/CS
CS	GEN1000	TOILET PAPER 1PLY 1000/SHEETS	96/CS	46.14/CS
CS	SCATM1616S	TOILET TISSIUE 2PLY/500SH/96CS	4X3.75 ECOLOGO UNIVERSAL	32.07/CS
CS	SEL183260	TOWEL CENTERPULL WHITE	2 PLY 6/600/CS	35.50/CS

U/M	PRODUCT CODE	DESCRIPTION		PRICE
		PAPER-WIPERS, WORKWEAR		
CS	DMX3001	MONK DISINFECTANT WIPES 800CT	WITH BUCKETS/2PER CS	62.36/CS
		WETMOP/FL SQG/WAX APPLIC		
EA	GSAWM7524	MOP ECONOMY 24OZ CUT END	WET MOP/WHITE/12PR/CS	4.24/EA

PRICE VALID UNTIL NEXT MILL INCREASE
 QUOTED BY: CINDY LIVELY

QUOTE#: 29413
 PAGE: 3

**BENTON-FRANKLIN COUNTIES
JUVENILE DEPARTMENT**

Vendor Quote Form

Date:	10/5/21		
Vendor Name:	BOB BARKER COMPANY, INC		
Vendor Address:	7925 PUROFY RD FUQUAY-VARINA, NC 27526		
Vendor Phone Number:	8003349880		
Price Including WSST:	NA		
Expiration Date:	11/19/21		
Notes:	PLEASE SEE ATTACHED EST0023378 FOR CASE PACKS		
Are you on the MRSC (Municipal Research and Services Center) list?		☐ Yes	☒ No
UBI#	NA		
Item(s) being purchased:			

Vendor Contact Agent Name: MELODY BALLARD

Signature: *Kat Mal*

Title: CONTRACT SPECIALIST

**BOARD RESOLUTION OF BOB BARKER COMPANY, INC.
BID SIGNING AUTHORITY - DULY PASSED ON FEBRUARY 16, 2021**

WHEREAS, the Corporation is determined to grant signing and authority to certain person(s) described hereunder,

RESOLVED, that the Board of Directors is hereby authorized and approved to authorize and empower the following individuals to execute, endorse and deliver bids obligating the company in agreements to furnish products and services at agreed upon prices and conditions

Betsy Copeland

Betsy Copeland

Bettina Morgan

Bettina Morgan

Brian Ernest

Brian Ernest

Dale Griffith

Dale Griffith

Erika Flynn

Erika Flynn

Jeff Osborne

Jeff Osborne

K. Nicole Myatt

K. Nicole Myatt

Kathryn Malcolm

Kathryn Malcolm

Kim Flowers

Kim Flowers

Laurette Couch

Laurette Couch

Melody Ballard

Melody Ballard

Rebecca Miller

Rebecca Miller

Robert J. Barker, Jr.

Robert J. Barker, Jr.

Robert J. Barker, Sr.

Robert J. Barker, Sr.

Ruchal Smith

Ruchal Smith

Ryan McNeill

Ryan McNeill

Sally Bryant

Sally Bryant

Sabrina Henner

Sabrina Henner

Shannon Pickington

Shannon Pickington

Tabitha Hartley

Tabitha Hartley

Talia Harr

Talia Harr

Irene Watson

Irene Watson

This resolution has been unanimously approved by the Board of Directors of Bob Barker Company, Inc. on February 16, 2021 in its quarterly meeting. We attest that this resolution has been duly recorded in the meeting minutes.

Robert J. Barker, Sr.

Robert J. Barker, Sr.
Chairman of the Board of Directors

Patricia M. Barker

Patricia M. Barker
Secretary of the Board of Directors
Seal:





Quote

7925 Purfoy Rd, Fuquay-Varina NC 27526

Customer Service 1-800-334-9880 Fax: 800-322-7537
Fed I.D. # 56-1558062

#EST0023378

10/5/2021

Ship To

Justice Ctr
Benton Franklin Cnty Jvnl
5606 W Canal Dr Ste 106
Kennewick
WA 99336
United States

Bill To

Justice Ctr
Benton Franklin Cnty Jvnl
5606 W Canal Dr Ste 106
Kennewick
WA 99336
United States

TOTAL

\$182.84

Expires: 11/19/2021

Expires	Requestor	Sales Rep	Customer
11/19/2021		Kyle Norling	BENWA1 : BENWA2

Quantity	Item	Customer Price	UOM	Extended Price
1	90650 Detergent, Disinfectant.5oz - 180 pks ea/cs, 1 cs/mc	\$48.96	C180	\$48.96
1	615LMP Nova Disinfectant, Lemon Scent - case/4	\$42.53	C4	\$42.53
1	276 Toilet Paper, 2-Ply, 500 sheet - 96 Rolls/Case	\$76.88	C96	\$76.88

National IPA/Omnia Contract: WA00034777

When placing your order, please refer to this quote number.

BBC reserves the right to evaluate and change pricing if quantities are adjusted and/or if this quote expiration date has passed

Subtotal	\$168.37
Shipping Cost	\$0.00
Handling Cost	\$0.00
Tax Total	\$14.47
Total	\$182.84



EST0023378

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	11/16/21
Subject:	Award of public defense contract to Michelle Dorsett
Presenter:	N/A
Prepared By:	Denise Gerry
Reviewed By:	Eric Hsu
PA Review, Approval to Form:	☐ Yes ☐ No ☒ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
☒ Consent Agenda ☐ Public Hearing ☐ Scheduled Business	☐ Discussion Only ☐ Decision / Direction ☐ Sign Letter / Document ☐ Pass Motion ☒ Pass Resolution ☐ Pass Ordinance ☒ Execute Contract

Summary / Background Information

Benton County is legally obligated to provide public defense services in Benton County District Court on adult criminal cases ("Services").

Because of an attorney departure, OPD is needing to award one or more additional contracts to provide Services.

Michelle Dorsett ("Attorney") is qualified to provide Services and interested in contracting with Benton County do so. The proposed contract and resolution effectuate a contract with Attorney for the provision of such Services on the terms contained therein, for the period from 12/01/21 to 12/31/23 at the rate of \$300 per case (payable on a per case basis) for the period from 12/01/21 to 12/31/21, and \$200 per case (payable as a monthly flat fee) for the remainder of the contract term.

Fiscal Impact

None beyond budgeted.

Recommendation

Execute contract with attorney Michelle Dorsett for public defense services in Benton County District Court for adult criminal cases. Approve associated resolution as presented.

Suggested Motion

Approve with consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING A PUBLIC DEFENSE CONTRACT WITH ATTORNEY MICHELLE DORSETT TO PROVIDE PUBLIC DEFENSE SERVICES IN BENTON COUNTY DISTRICT COURT FOR ADULT CRIMINAL CASES

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

WHEREAS, because of an attorney departure, it is necessary for County to award a public defense contract at this time to provide Services; and

WHEREAS, attorney Michelle Dorsett is qualified to provide Services and interested in entering into a contract with County for such Services; and

WHEREAS, a proposed public defense contract with attorney Michelle Dorsett for Services is presented for execution by the Board of Commissioners; **NOW, THEREFORE**

BE IT RESOLVED that the proposed public defense contract with attorney Michelle Dorsett, to provide public defense services in Benton County District Court for adult criminal cases, for the time period from 12/01/21 to 12/31/23 for compensation not to exceed \$300 per Case (payable by the case) for the period from 12/01/21 to 12/31/21, and \$200 per Case (payable as a monthly flat fee) for the remainder of the contract term, plus other allowable expenses, premiums, and fees as detailed, is hereby approved and executed on behalf of Benton County.

Dated this _____ day of _____ 20 _____

Chairman of the Board

Member

Member
Constituting the Board of Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL
REPRESENTATION TO INDIGENT PERSONS IN
BENTON COUNTY DISTRICT COURT
CONTRACT # BCDC2122MRD001**

CONTRACT SUMMARY			
Contract Type	Monthly Compensated – Prosser Only		
Contract Number	BCDC2122MRD001	Contract Holder	Michelle Dorsett
WSBA #	47766	Effective Dates	December 1, 2021 – December 31, 2023
Caseload Cap	390	Compensation	\$300 per case (2021) \$6,500/mo (2022) \$6,500/mo (2023) – plus any increase provided to other contractors
Assigned Court	District Court	Compensation Structure	☐ By the case ☐ Monthly ☐ Hourly ☒ By the case but paid monthly except Dec, 2021
Compensation Payable To:	Michelle Dorsett, Attorney at Law		
Contract Slot Identifier: DCF-8			

THIS AGREEMENT is entered into by and between **Michelle Dorsett**, attorney at law, Washington State Bar Association # **47766** (“Attorney”) and **BENTON COUNTY**, a State of Washington political subdivision (“County”), for and on behalf of the Benton County District Court.

THIS AGREEMENT IS ENTERED INTO BASED UPON THE FOLLOWING FACTS AND CIRCUMSTANCES:

- A. The County has the legal responsibility to provide legal defense services to indigent persons charged with misdemeanor (and gross misdemeanor)

criminal offenses alleged to have been committed within the County's jurisdictional boundaries ("County Defendants").

- B. County has also entered into interlocal agreements with the municipalities within its jurisdictional boundaries ("Cities") to provide public defense services to those municipalities in fulfillment of their legal duties to criminal defendants being prosecuted for misdemeanor (and gross misdemeanor) criminal offenses within their jurisdictional boundaries ("City Defendants").
- C. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with criminal offenses, and desires to contract with the County to provide legal services to County Defendants and/or City Defendants.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the County and Attorney hereby agree as follows:

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **December 1, 2021** and shall continue thereafter through and including **December 31, 2023**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement. Upon expiration of this Agreement, depending on County's staffing needs, County may elect to utilize any legally appropriate means (including, but not limited, a Request for Qualifications) to select contract awardees. Thereupon, depending on factors including, but not limited to, County's staffing needs, number of qualified applicants, and Attorney's performance during the term of this Agreement, County may choose to re-award a contract to Attorney, to other attorneys, or to no-one, at its sole and exclusive discretion.

2. **ATTORNEY'S OFFICE LOCATION.**

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at **255 Old Inland Empire Highway, Prosser, WA 99350**. Attorney's current local office telephone and fax numbers are **(509) 308-0782** and **no fax no** respectively; and Attorney's current office/work e-mail address is **dorsettlaw@outlook.com**.

b. Throughout the entire term of this Agreement, Attorney shall continue to maintain (or have access to) such an office, such telephone and fax numbers, and such e-mail address; provided that, however, Attorney may relocate Attorney's office to another location within the greater Tri-Cities, Washington, and/or Attorney may change Attorney's telephone/fax number to another greater Tri-Cities local telephone/fax number, and/or Attorney may change Attorney's e-mail address, provided that Attorney must provide immediate written notice of such change(s) to the Benton County Public Defense Manager ("PDM"), the Benton County Prosecuting Attorney, and the Benton County District Court Administrator ("District Court Administrator").

c. Regardless of the location or manner in which Attorney decides to maintain an office, throughout the entire term of this Agreement the office facility must comply with any and all applicable public defense standards adopted by the Washington Supreme Court.

3. **ATTORNEY'S QUALIFICATIONS.** Attorney acknowledges and agrees that the County has an obligation to provide competent and effective legal counsel to indigent persons subject to proceedings in the Benton County District Court. Attorney shall perform all services hereunder in strict accordance with the usual skills and professional ethical standards exercised by attorneys engaged in the defense of persons accused of misdemeanor crimes in the state of Washington and generally exercised by members of the Washington State Bar Association (WSBA). Without limitation in that regard, Attorney acknowledges and agrees that Attorney has a fundamental duty and responsibility to effectively promote and protect the best interests and rights of all persons whom Attorney is appointed to represent under this Agreement. Attorney acknowledges and agrees that he or she independently, solely, and exclusively bears professional responsibility for decisions, actions, and omissions, made in the course of providing professional legal services pursuant to this Agreement. None of the actions or omissions of County or its agents (specifically including County's Public Defense Manager) shall be interpreted as supervising, directing, or otherwise controlling Attorney's exercise of professional discretion.

a. As of the date of this Agreement, Attorney represents and warrants that Attorney is unconditionally licensed to practice law within the state of Washington; has had at least one (1) year of direct trial experience in criminal defense or criminal prosecution matters (or will be part of an intensive and closely supervised mentorship program sponsored by the County's Office of Public Defense); otherwise meets applicable requirements of the Washington Standards for Indigent Defense ("SID") applicable to misdemeanor and gross misdemeanor cases; has not been subject to a termination proceeding involving a previous personal service agreement for indigent defense services; has not been censured, admonished, or otherwise formally disciplined for past conduct or behavior that would negatively reflect on Attorney's duty and ability to effectively and competently render legal services hereunder; has not been suspended or disbarred from the practice of law in any state or jurisdiction at any time in the past; and does not have any bar association complaints filed and pending against him/her.

(i) This Agreement may be subject to review and, if applicable and/or necessary, further action pursuant to paragraph 17 below in the event that Attorney's license to practice law in Washington is revoked or otherwise limited or restricted; in the event that a court of competent jurisdiction formally determines and expressly finds that Attorney has rendered ineffective assistance of counsel to any person; in the event that Attorney is censured, admonished, or otherwise formally disciplined for conduct or behavior that negatively reflects on Attorney's duty and ability to

effectively and competently render legal services hereunder; or in the event that Attorney is suspended or disbarred from the practice of law in any other state or jurisdiction.

(ii) Attorney shall notify the County in writing within three (3) business days if any event specified in paragraph 3.a.(i) above occurs or if any bar association complaint is filed against Attorney. Failure to do so shall constitute a substantial and incurable breach of this Agreement and shall subject this Agreement, at the election of County, to immediate termination.

Attorney acknowledges and agrees that the County may conduct criminal history background check(s) on Attorney including any such recurring checks as Counties may deem appropriate, in their sole discretion, even at a time after execution of this Agreement. Attorney acknowledges and agrees that this Agreement shall be deemed immediately and automatically terminated upon the County receiving a non-complying or otherwise unsatisfactory criminal history background check report.

d. During each calendar year of the term of this Agreement Attorney shall obtain at least seven (7) hours of WSBA-accredited Continuing Legal Education (CLE) credits in courses directly relating to Attorney's public defense practice under this Agreement. Attorney shall provide the Public Defense Manager with written proof and confirmation that such CLE credits have been obtained no later than by December 31st of each calendar year. Additionally, during each calendar year during the term of this Agreement, in addition to participating in any specialized training-related activity specified in RCW 10.101.060(1)(a)(iii) or otherwise specifically required by other applicable law or court rule, Attorney shall attend at least one (1) public defense services-related training seminar sponsored and/or approved by the Washington State Office of Public Defense ("WSOPD"), and any CLE credit earned by Attorney by attending such training seminar(s) may be applied towards the above-mentioned minimum seven (7) hours. The County may provide Attorney's name and address to the WSOPD for purposes of the WSOPD notifying Attorney of any such upcoming training seminars. Attorney shall provide the PDM with written proof and confirmation that such required training seminar has been attended by Attorney no later than by December 31st of each calendar year.

Specific training regarding legal financial obligation ("LFO") issues. At least once every 24 months (or more frequently as required in writing by the County due to changes in applicable law) Attorney shall attend training approved and presented/sponsored by County on the subject matter of LFO issues in public defense cases. Attendance may be live or by video replay and Attorney shall provide proof of attendance to County by any means reasonably required by County. If Attorney is a new contract public defender, then County will provide Attorney with basic LFO training material in the first week following the date when Attorney starts with County's public defender training program or first becomes eligible for case appointments, whichever is earlier, and Attorney shall provide

proof of viewing of LFO training material to County as a specific condition of this contract within the week by any means reasonably required by County.

In addition to specific training regarding LFO issues, from time to time, County may, but is not obligated to, offer additional training to Attorney on subjects of relevance to Attorney's provision of public defense services pursuant to this Agreement. Attorney acknowledges that such additional training is completely optional and is offered for Attorney's convenience only. None of this additional optional training shall be regarded as County's right to train Attorney in any way. Attorney may choose not to attend any additional training offered and such a choice will not be detrimental to Attorney's contract, or opportunity to continue to contract in the future, in any way whatsoever.

e. Attorney represents and warrants that, throughout the entire term of this Agreement, Attorney's private law practice caseload; Attorney's schedule; and Attorney's office resources, equipment, and support staff will allow Attorney to competently undertake and effectively perform all services required under this Agreement. Attorney represents and warrants that Attorney's private law practice and schedule will not interfere with Attorney's ability to timely and efficiently perform such services including, without limitation, Attorney's ability to prepare for and attend regularly scheduled trials and dockets or Attorney's ability to schedule and conduct face-to-face meetings with the persons Attorney is appointed to represent under this Agreement for purposes of discussing, preparing, and pursuing the most viable defense(s) and/or resolution available and keeping such persons reasonably apprised as to the status of their case.

f. Pursuant to RCW 10.101.050, no later than 15 calendar days after the end of each calendar year during the term of this Agreement, Attorney shall provide the PDM with a written report showing the total number and specific types of private practice cases (which for purposes of this Agreement shall include pro bono cases, retained-fee cases, and any cases handled by Attorney under any other professional/personal services agreement) in which Attorney provided legal services during the preceding year.

Additionally, in the event that the public defense reporting requirements under RCW 10.101.050, other applicable statute or relevant case law are later amended/modified (or, in the case of case law, reasonably required as a best practice) Attorney shall correspondingly comply with any such amended/modified reporting requirements without added compensation upon written notice from the County to do so.

g. Attorney recognizes and acknowledges that Attorney is required by Washington Supreme Court Order to meet certain Supreme Court-adopted Standards for Indigent Defense ("Defense Standards") to provide quality representation to indigent criminal defendants, and to periodically file certain certifications attesting to Attorney's compliance with such Defense Standards. Attorney understands and acknowledges that Attorney's compliance with such

Defense Standards and periodic certification filing requirements is a direct professional and ethical obligation between Attorney and any Court in which Attorney appears while performing services under this Agreement. Attorney further acknowledges and understands that, though Attorney's compliance with such Defense Standards and such periodic certification filing requirements is not an express term of this Agreement and therefore not subject to the County's monitoring or control, Attorney's noncompliance with such Defense Standards and/or such filing requirements would directly impair Attorney's ability to perform and fulfill Attorney's basic obligations under this Agreement. Accordingly, if the County is notified by any Court in which Attorney appears to perform services under this Agreement that Attorney has failed to comply with such Defense Standards or such periodic certification filing requirements, Attorney shall then be considered to be in substantive breach of this Agreement and this Agreement shall then become subject to potential termination under the provisions of paragraph 17.b. below.

h. Attorney understands and acknowledges that Attorney is solely and personally responsible to obtain and maintain all necessary state and local government business licenses and/or other approvals necessary to operate Attorney's private legal services business.

4. **OTHER INDIGENT DEFENSE AGREEMENTS.** The County has entered into separate and independent professional services agreements with other licensed attorneys, and also employs in-house staff attorneys to primarily provide criminal defense services to persons accused of misdemeanor crimes in Benton County District Court. Attorney agrees to fully cooperate and coordinate with said other attorneys, the Benton County District Court, the District Court Administrator and the PDM to establish a process to effectuate the efficient and equitable distribution of case appointments between Attorney and said other attorneys (collectively the "Benton County District Court Criminal Defense Panel"). The District Court Administrator and/or the PDM shall have the inherent discretion and authority to monitor and control (and reasonably modify/change) such process. Attorney shall accept all case assignments made by the District Court or PDM even if the case does not originate from the docket to which attorney is assigned.

5. **CONTRACT DUTIES.** During the term of this Agreement, Attorney agrees to and shall accept appointments to represent indigent persons (regardless of their race, color, national origin, age, sex, marital status, sexual orientation, handicap/disability, personal background, creed, or political or religious affiliation) on any matter in the Benton County District Court in which publicly provided counsel is furnished or required by law. More specifically, Attorney shall accept court appointments to represent indigent persons on any of the following types of matters **but only for cases filed and heard at the Prosser location of Benton County District Court ("Prosser Cases")**:

- Any misdemeanor matter filed or otherwise pending under the applicable Washington criminal statutes and/or under any other applicable Washington law including the municipal codes of the cities located within Benton County, in the Benton County District Court.

- Any post-disposition probation violation, revocation, modification, and/or contempt-of-court proceeding relating to any underlying criminal case.
- Any material witness matter relating to a case or matter filed in Benton County District Court.
- Any case or matter returned to the Benton County District Court from any higher court.
- Any other type of Benton County District Court case or matter in which another Benton County District Court Criminal Defense Panel member and/or any other attorney who is under a professional services agreement to provide legal representation in Benton County District Court is unable to handle due to a conflict of interest.
- Any case or matter transferred from the Juvenile Court through declination or other court proceedings.
- Any civil contempt of court proceeding, not including non-contempt matters such as non-criminal custody or paternity matters.
- Any post conviction matters where court appointed counsel is mandated by law including, but not limited to: furlough orders, motions to withdraw pleas, and sentence reviews. These post conviction matters do not include appeals to Superior Court pursuant to RALJ, since these are separately addressed herein.
- Any appeals to Superior Court pursuant to the Rules of Appeal for Courts of Limited Jurisdiction ("RALJ")

a) **Changes to court schedule:** The parties acknowledge that i) the criminal Docket days are set by Benton County District Court and not by County and therefore they may be subject to temporary or permanent modification at the discretion of Benton County District Court; ii) emergency court operations (including emergency court operations necessitated by the COVID-19 pandemic) may necessitate to modification of Docket scheduling including the splitting of dockets into multiple days a week or otherwise modifying weekly docket responsibilities; (the preceding 5b.i) – ii) shall collectively be referred to as "Docket Scheduling Irregularities").

As to the Docket Scheduling Irregularities described in the preceding paragraph, the parties agree that:

- Docket Scheduling Irregularities do not constitute a breach of this Agreement or such change in circumstances that the Agreement needs to be renegotiated;

- Docket Scheduling Irregularities do not, in themselves, entitle Attorney to additional compensation;
- County agrees to provide Attorney with as much advance notice as reasonably possible as to any anticipated and known Docket Scheduling Irregularities, respectful of the fact that Attorney likely has obligations to private practice or other clients (together with case scheduling obligations) outside of clients assigned through this Agreement.

d) *Arraignment Counsel* assignment: On a rotating basis with the schedule established and maintained or approved by the PDM, Attorney shall provide provisional representation to defendants on arraignment dockets held at the Prosser location of Benton County District Court. At assigned arraignment dockets, Attorney shall be responsible for remaining available during the entire docket for provisional consultation by any defendant who wishes to have the benefit of legal advice before or during otherwise *pro se* negotiations with prosecuting authorities for the resolution of their case(s) at time of arraignment. During arraignment docket assignments, Attorney shall not be responsible for providing any advice to defendants who are not seeking to resolve their case(s) at time of arraignment, even in the case of defendants whose cases are assigned to them by the Court. If Attorney is not available for an assigned arraignment docket, then Attorney is personally responsible for arranging for coverage by any other attorney who has a current contract with County. In any case where another contract attorney provides coverage, then that attorney, instead of assigned attorney, shall be entitled to the compensation for the assignment.

e) *On-call cell phone* assignment. On a rotating basis with the schedule established and maintained by the PDM, Attorney shall provide 24-hour "on-call" limited and provisional representation to defendants who are in custody. This assignment will be made for a week (7 consecutive days) at a time during which time Attorney shall carry and answer a cell phone provided to Attorney for such purpose by the PDM (or appropriately forward calls from the provided cell phone to another phone as long as they are answered by Attorney). The PDM shall reasonably ensure that the phone calls being made to the on-call Attorney are only being made by arrestees who wish to speak with an attorney prior to being questioned, providing a breath test sample, or for some other appropriate pre-arraignment purpose. Attorney is specifically permitted to accept people with whom they speak during this assignment as paying private clients and is permitted, to the extent otherwise lawful and not in violation of the Rules of Professional Conduct, to discuss the prospect or terms of such private retainer during the telephone conversation. *From time to time, at the request of an attorney holding a District Court public defense agreement, County may assign the on-call cell phone to such an attorney exclusively for an agreed-upon time (or indefinitely). Such temporary exclusive assignment to an attorney does not negate the provisions of this section 5e) when and if the time comes when the exclusive assignment arrangements terminates and it becomes necessary to assign the on-call cell phone to other attorneys, including Attorney, once again.*

6. **CONTINUED REPRESENTATION.**

Attorney has a duty to timely and fully complete all cases appointed to Attorney under this Agreement. "Timely and fully complete" means, for each case, continuing to represent the defendant up to and including the time of final disposition of their case whether by way of conviction, dismissal of all charges (as a result of a finding of not guilty or as a result of an empaneled jury being unable to reach a verdict), or a change of plea and entering of a sentencing. Provided, however, that if a particular case must be re-tried for any reason whatsoever, including declaration of a mistrial or a hung jury, Attorney shall be entitled to an additional trial per diem for the additional trial but shall not be eligible for any additional credit. However, if restitution is not agreed upon at time of sentencing and a separate restitution hearing is necessitated, then Attorney shall represent the defendant at such restitution hearing in order to have "timely and fully completed" the case. In cases where a defendant is placed on a deferred prosecution or stipulated order of continuance program, then Attorney shall be responsible for providing legal representation to such a defendant in the event the defendant is accused of a violation of the terms of such a program and is ordered to show cause why their participation in such a program should not be terminated unless other arrangements for appointment of counsel have been made by the Office of Public Defense. The determination of case credit entitlement at such subsequent representation shall be governed by the provisions of Article 8(b) herein.

Attorney's responsibility to provide continuing legal representation to clients upon expiration or termination of this Agreement shall be as stated in Section 17 Termination.

7. **NUMBER OF APPOINTMENTS.**

During each calendar year of the term of this Agreement, Attorney may be appointed any number of case appointments up to **three hundred ninety (390)** total cases equivalents as calculated pursuant to Article 8 herein per calendar year (proratable for any partial calendar year). The maximum number of appointments stated above shall be calculated exclusive of appointments to RALJ appeals and exclusive of cases handled by Attorney while assigned to the compliance unit. Provided, however, that if Attorney is assigned, during any full calendar year to the compliance unit for less than that full calendar year, then for purposes of calculating case equivalent totals for the year, Attorney shall be credited with the greater of thirty-two (32) cases equivalents for each month when Attorney is assigned to the compliance unit.

8. **CASE EQUIVALENTS.**

a. For purposes of calculating Attorney's above-referenced "case equivalents" under this Agreement only and expressly not for purposes of any "weighting system" as allowed by SID, the following provisions shall apply:

- A misdemeanor appointment shall be counted as one (1) case equivalent.

- A probation violation appointment shall be counted as one-third (1/3) case equivalent unless the probation violation appointment requires appearance on the Prosser docket of Benton County District Court or Attorney is assigned to the *compliance unit*. Probation violation appointments requiring appearance on the Prosser docket of Benton County District Court shall be counted as one-half (1/2) case equivalent. During any period of time Attorney is assigned to the *compliance unit*, probation violation appointments shall not count as a case equivalent of any sort.
- An appointment on a mental or substance-abuse commitment, generally to be appointed only when necessary for conflict reasons, shall count as one (1) case equivalent.
- An appointment on a post-conviction review matter including furloughs shall be counted as one-third (1/3) case equivalent unless the matter requires substantial briefing in which case the matter may qualify for additional credit up to a full case equivalent.
- An appointment to represent a person in a material witness matter in a case pending in Benton County District Court shall count as one half (1/2) of a case equivalent.
- An appointment to a case or matter returned to Benton County District Court from a higher court shall be counted as determined by the PDM following consultation.
- If Attorney is appointed to a case and withdraws prior to the second pre-trial hearing for any reason, including the substitution of retained counsel or a conflict of interest, that appointment shall not count as any case equivalent; provided that the PDM shall retain discretion to award a case equivalent value (or fractional portion thereof) if deemed appropriate following consultation. If Attorney is appointed to a case and withdraws after the second pre-trial hearing but before trial readiness, for any reason including substitution of retained counsel or a conflict of interest, then Attorney shall be entitled to one-half (1/2) of a case equivalent.
- Case equivalent value assigned is based on cases, not charges, and is determined by the classification of the most serious offense charged.
- Any civil contempt of court proceeding shall count as one-half (1/2) of a case equivalent.

- Provisional client contact during *arraignment counsel* assignment, and provisional client contact during *on-call-phone* assignment, shall not count as a case equivalent of any sort.
- RALJ appeals shall count as four (4) case equivalents. If, after a client prevails in Superior Court, the prosecution chooses to appeal to the Court of Appeals and Attorney is required to file an Answer to the appeal, then Attorney shall be entitled to a further one (1) case equivalent.

b. An appointment to any matter in which Attorney was previously appointed shall not be further counted as any type of case equivalent if such matter was not fully concluded and subsequently arises again before the Benton County District Court and Attorney continues representing the same person in such matter within a 12-month period (e.g., if Attorney was appointed to represent a person on a criminal charge who fails to appear for trial but is back before the court within 12 months, Attorney's continued representation of such person following his later arrest shall be deemed as being a prior and ongoing representation and shall not count as any type of further or additional case equivalent). Provided that, however, if Attorney was appointed to represent a person who is duly tried, convicted, and sentenced, Attorney's subsequent representation of such person during subsequent proceedings for alleged violations of sentence conditions shall be deemed as being an independent and unrelated matter.

c. Except as may be otherwise specifically and expressly provided in this Agreement, an appointment to any matter involving multiple charges arising out of a single incident or series of substantially related incidents shall be considered as being one (1) case equivalent. Similarly, except as may be otherwise expressly provided in this Agreement, an appointment to any matter involving multiple charges brought/filed under a single cause number and/or which are properly joined for purposes of trial shall be considered as being one (1) case equivalent. Provided, however, the PDM may in his discretion adjust the case equivalent total earned under this paragraph upon written request from, and after review and consultation with, Attorney.

d. In any case where Attorney is appointed contemporaneously on multiple compliance and/or failure to pay fine cases, or any combination thereof, involving the same defendant, all of which are resolved on the same docket during the same court appearance(s), such combination of multiple cases shall be considered one case for purposes of case credits, and shall, collectively, be considered either a one-third (1/3) case equivalent or one-half (1/2) case equivalent as specified in 8(a) above.

e. Throughout the term of this Agreement, Attorney shall maintain case appointment records sufficient to provide the following information about each case assigned to Attorney through this Agreement: case name, client name, case number, date of assignment, and charges and date of resolution. On a monthly

basis, prior to the 15th day of the month, Attorney shall provide such records to the PDM in a format acceptable by the PDM, including an electronic format if required, for all cases assigned during the preceding month. Within a reasonable time not to exceed 30 days after receipt of Attorney's caseload submission, the PDM or designee shall provide Attorney with a reconciliation report either agreeing to Attorney's reported numbers if they correspond with caseload numbers generated by PDM records, or asking Attorney for additional documentation to substantiate eligibility for individual case credits if Attorney's reported numbers conflict with caseload numbers generated by PDM records. In any case where Attorney is required to provide additional documentation to substantiate eligibility for individual case credits (and Attorney will only be requested to do so if JIS records do not support Attorney's claim for credit) Attorney shall provide such substantiation in the form of a copy of the court issued "notice of appointment" or equivalent form, within 30 calendar days from the request. If Attorney does not so provide, then Attorney shall not be eligible to count such disputed cases in Attorney's caseload total and hereby waives all contractual and common law rights (including the doctrine of *unjust enrichment*) as pertaining to the disputed cases. Furthermore, if Attorney neglects to claim credit for any case or cases in any given caseload report and does not send a revised caseload report claiming such credit within 60 days of the original submission thereof, then Attorney similarly shall not be entitled to credit for such case or cases, and hereby waives all contractual and common law rights (including the doctrine of *unjust enrichment*) as pertaining to such omitted case or cases.

Specific reporting of LFO cases In addition to the other reporting required by this section, if Attorney is appointed by the Benton County District Court to represent clients on LFO matters, then Attorney shall report: 1) the number of LFO failure to pay cases appointed; and 2) the number of LFO failure to appear cases appointed. It is recognized that some cases may involve allegations of both failure to pay and failure to appear and that they therefore should be reported under both categories of cases.

9. **CLIENT ELIGIBILITY.** The Benton County District Court (or its designee), consistent with applicable laws, rules and standards, shall determine the eligibility of any particular person for representation by Attorney under this Agreement. Attorney is under no obligation to determine a person's eligibility or continuing eligibility to receive publicly provided representation. If Attorney is appointed to represent a person and subsequently discovers that the client's circumstances have changed such that the client is no longer entitled to court appointed counsel, or that the client may have obtained appointed counsel initially by fraud, misrepresentation or omission, assuming that clear standards for financial eligibility have been communicated to the client by the court, then pursuant to RPC 4.1(b) Attorney should, unless prohibited by another Rule of Professional Conduct, advise the court of the circumstances. If the Benton County District Court (or its designee) nevertheless determines that such person is not eligible for publicly provided representation, the appointment of Attorney to represent such person shall be rescinded and such person shall be required to retain his/her own legal counsel. Attorney shall not thereafter represent such person in such matter on a retained-fee basis unless such

person applies for and receives the Benton County District Court's permission allowing such representation. Nothing contained herein shall prevent Attorney from representing a person on a retained-fee basis in an action in which Attorney has not been appointed by the Benton County District Court to represent such person, or from representing a person on a retained-fee basis whom Attorney has been appointed by the Benton County District Court to represent provided that the matter(s) involving the retained representation are wholly independent and unrelated to the matter for which Attorney was appointed.

10. **CONFLICTS.** Notwithstanding any other terms or provisions contained in this Agreement to the contrary, Attorney shall not be required to accept, and Attorney shall decline to accept, an appointment under this Agreement if the particular appointment would create a true and bona fide conflict of interest for Attorney or would otherwise cause or constitute an actual violation of any generally recognized ethical or professional standards common and applicable to attorneys in the state of Washington. Furthermore, in the event a true and bona fide conflict of interest arises subsequent to Attorney receiving an appointment under this Agreement (or in the event Attorney's continued involvement in a pending case would cause or constitute an actual violation of any such ethical or professional standards), Attorney shall immediately arrange for substitute counsel by: a) contacting the Benton County Office of Public Defense and requesting substitute counsel unless a court appearance on the matter is imminent; or b) appearing in court and requesting that Benton County District Court assign substitute counsel if the time between discovery of the conflict of interest and the next court appearance is very short. Attorney shall not wait for more than two business days to request substitute counsel under 10a) or 10b) since doing so will have the risk of impairing the rights and quality of representation afforded to the affected client. Under no circumstance shall Attorney ever be required to bear the cost of seeking or compensating conflict counsel.

11. **SCOPE OF REPRESENTATION; FILE RETENTION.** Attorney agrees to and shall represent all persons whom Attorney is appointed to represent hereunder with the same skill and commitment as Attorney exercises and expends when representing persons on a private and/or retained-fee basis. Without limitation in that regard, such representation should include the investigation of the underlying facts, the research of all relevant law, interviewing of potential witnesses, retention and use of investigators and/or experts when warranted and necessary, appropriate communication with the client, review of potential plea alternatives, review of potential collateral consequences associated with a plea/conviction (e.g., potential immigration or civil commitment consequences), and the preparation for and appearance on behalf of the client in all stages of District Court proceedings including, without limitation, arraignments, pre-trial hearings, motions, trials, sentencing/disposition proceedings, contempt proceedings, appeals (limited to the preparation and filing of any and all pleadings necessary and appropriate to perfect any appeal or statutory writ to a higher court, including the appointment of publicly-provided counsel, if and when applicable), and post-conviction reviews.

a. Without limiting Attorney's duty to initially meet with an indigent person to discuss his/her case as soon as reasonably possible following Attorney's

appointment to the case, when Attorney is appointed to an "in custody" case (i.e., a case in which the person is confined/incarcerated), Attorney should use best efforts to meet face-to-face within three (3) business days of Attorney receiving the appointment (unless the circumstances of a particular case reasonably require that Attorney make earlier initial contact with the person), otherwise, as soon thereafter as is reasonably feasible.

b. Additionally, throughout Attorney's representation of any person under this Agreement, Attorney shall maintain reasonably appropriate contact/communications with the person so as to keep him/her fully apprised as to the status of his/her case (with the specific manner and frequency of such contact/communications left entirely to Attorney's professional judgment); and Attorney should use best efforts to apprise the person of any new development in his/her case within three (3) business days of Attorney learning of such development (unless the circumstances of a particular case reasonably require that Attorney make earlier contact with the person), otherwise, as soon thereafter as is reasonably feasible. Without limiting any of the foregoing provisions of this paragraph, with regard to any court hearing involving a represented person, Attorney should contact such person (preferably in person or at least via telephone) to discuss his/her case and the purpose of the hearing no later than one (1) business day prior to the hearing date. Attorney shall compile and maintain appropriate case records for each person whom Attorney is appointed to represent hereunder. The manner of storage, the portion or portions of case records that must be stored, and the required period of storage, shall comply with any and all applicable Rule of Professional Conduct, Washington State Bar Ethics Opinion, case law, and court rule.

d. Upon Attorney pleading guilty or being convicted of any of the following-described offenses, Attorney shall notify the PDM of such plea/conviction within seven (7) calendar days thereafter, and Attorney's failure to timely report within such timeframe shall constitute misconduct and a serious and incurable breach of this agreement that shall result in the immediate and automatic termination of this Agreement. Even if County is timely notified, County may elect, at its sole discretion, to terminate Agreement and if it elects to do so, may do so with ten (10) days written notice to Attorney:

- (i) Any felony offense as defined in RCW 9.94A.030 and RCW 9A.44.130; under the laws of the State of Washington, any other State, or Federal law, or any misdemeanor sex offense.
- (ii) Any crime specified in RCW Chapter 9A.44 when the victim was a juvenile in the custody of, or under the jurisdiction of, the Juvenile Rehabilitation Administration, Washington Department of Social and Health Services; and/or
- (iii) Any violent offense as defined in RCW 9.94A.030 or its equivalent in any other State or Federal Statute

(iv) Any crime of dishonesty or deception.

12. **COMPENSATION.**

a. Attorney shall be compensated as follows:

i) From the commencement date of this Agreement until December 31, 2021, Attorney shall be compensated in the amount of \$300 per case a flat fee.

ii) for the year 2022, \$200 per case as a flat fee

For the mutual convenience of the parties, the flat fee in Section 12a.ii) shall be payable as a monthly flat fee of \$6,500. Compensation shall be payable in this amount even if Attorney's annual caseload falls short of the anticipated caseload maximum as stated in this Agreement. This stated monthly flat-fee compensation includes compensation for Attorney's services as provisional counsel at arraignment dockets, and Attorney shall not receive any additional compensation for such at arraignment dockets.

All compensation shall be payable to: Michelle Dorsett, Attorney at Law

b. **Payment of compensation shall be contingent on Attorney complying with case reporting provisions stated herein, including in Articles 8(e) and 3(f). Failure by attorney to comply with case reporting provisions shall be cause to delay payment of compensation until such failure is remedied.**

c. In addition to the stated monthly compensation, Attorney shall receive \$300 per day for each full day of trial and \$150 for each partial day of trial, not to include pre-trial motions, separate sentencing proceedings or time waiting for disposition. A full day of trial is defined as actual in-session trial proceedings going beyond four (4) total hours for that trial day.

d. The above-stated payments to Attorney will immediately cease upon the termination of this Agreement on, or for any reason prior to, the termination date specified in paragraph 1 above. For example, if this Agreement is terminated effective October 31, 2022, the above referenced monthly payments to Attorney would also terminate as of such date, and Attorney would not be entitled to receive any further monthly payments from the County; provided that, Attorney would be entitled to receive any then-accrued and unpaid amounts for services rendered hereunder prior to such termination date. By way of further example, if this Agreement is terminated effective November 15, 2022, the above-stated monthly payments to Attorney would also terminate as of such date, and Attorney would not be entitled to receive any further monthly payments from the County; provided that, Attorney would be entitled to receive on a prorata basis any then-accrued and

unpaid amounts for services rendered hereunder prior to such termination date (i.e., 50% of the above-stated monthly payment amount). Attorney acknowledges and agrees that the above-stated compensation to Attorney shall constitute Attorney's full and exclusive compensation hereunder for all cases handled by Attorney under this Agreement up to the above-stated annual maximum total case equivalents.

e. Compensation for trial per diems and arraignment docket assignment (12.e) and RALJ appeals (12.f) shall be claimed by Attorney within 60 days of the event giving rise to entitlement to compensation (the completed appeal in the case of RALJ appeals) in writing utilizing such form as may be reasonably required by the PDM. Legal entitlement to compensation shall not accrue until such a claim is properly filed. Failure to file such a claim for compensation within 60 days shall constitute a waiver by the Attorney of the right to compensation and shall further waive Attorney's rights under any common law scheme such as unjust enrichment as to the compensation that was not timely claimed.

13. COSTS AND EXPENSES.

a. Attorney acknowledges and agrees that Attorney shall not be entitled to claim or receive any reimbursement/payment from the County for any law practice-related overhead costs or expenses incurred by Attorney during the course of rendering legal services under this Agreement (including, without limitation, costs and expenses associated with Attorney's office, office staff, office equipment/facilities, and/or other office or law practice-related resources).

b. The County recognizes, however, that in certain circumstances the need may arise for Attorney to incur certain types of out-of-pocket expenses or otherwise retain professional services directly related to an indigent person's case such as private investigator fees, psychological or psychiatric evaluations, interpreter fees, scientific test fees, expert witness fees, and costs of out-of-area travel, meals and lodging.

(i) Attorney shall be entitled to receive reimbursement for the actual cost of such out-of-pocket expenditures provided that, however, Attorney shall not incur any such expense nor shall Attorney be entitled to be reimbursed for any such expense unless such expense has been pre-approved pursuant to ex-parte motion and court order (or other court-designated or delegated process) that expressly determines and finds that such expense is necessary and reasonable in accordance with applicable court rules, procedures, and standards. Such court order (or other court-designated or delegated process) shall state and provide a specific dollar amount for the requested and authorized expenditure; provided that, in the event it is not reasonably possible to state and provide a specific dollar amount for a particular requested expenditure, such order may nevertheless provide authorization for the expenditure but shall establish and set forth a maximum dollar expenditure amount. In regard to any

reimbursement to Attorney for any court-approved expenditures and costs pertaining to case-related travel, meals, and lodging, any reimbursement to Attorney for such expenditures and costs shall not exceed the locally adjusted amounts that are established and published by the Federal General Services Administration.

(ii) In addition to any other prerequisites imposed by court rules, procedures, or standards, as a precondition to Attorney being reimbursed for an expenditure under this paragraph, Attorney shall be required to submit a vendor warrant payment voucher to the County that identifies the specific expenditure(s) for which reimbursement is sought (exercising appropriate discretion to protect client confidentiality given that such vouchers are matters of public record unless sealed by the court at Attorney's request) and that has attached thereto a copy of the court order(s) that specifically pre-approved and authorized such expenditure(s) (unless sealed by the court at Attorney's request) together with attached copies of all written payment receipts relating to such incurred expenditure(s) (unless sealed by the court at Attorney's request). Attorney's administrative time expended to prepare, submit, and process vouchers shall not be billable to the County. All payment vouchers and requests for reimbursement under this paragraph shall be subject to the court's review and final approval for payment. Attorney shall submit such payment vouchers to the District Court Administrator within sixty (60) days of Attorney incurring the expense(s) for which reimbursement is sought, and the County shall have the right to deny payment of any voucher that is not timely submitted within said requisite sixty (60) day period.

14. **INDEMNIFICATIONS AND HOLD HARMLESS.** Attorney agrees to and shall fully indemnify the County and its elected/appointed representatives, officers, employees, and agents; and to hold the County and its elected/appointed representatives, officers, employees, and agents fully harmless; from and for any and all losses, damages, costs, charges, claims, demands, suits, or actions of whatsoever nature directly or indirectly arising out of or by reason of Attorney's (or any person, employee, agent, contractor, or entity acting for or on behalf of Attorney or at Attorney's request or direction) acts, defaults, errors and/or omissions of whatsoever nature in the performance of legal services to any person under this Agreement. In the event any suit or legal proceeding is brought against the County or any of its elected/appointed representatives, officers, employees or agents at any time on account of or by reason of any such acts, defaults, errors and/or omissions, Attorney hereby covenants and agrees to assume the defense thereof (through counsel acceptable to the County) and to defend the same at Attorney's sole cost and expense and to pay any and all costs, charges, attorneys' fees, and other expenses as well as any and all judgments or awards that may be incurred by or entered against the County or any of its elected/appointed representatives, officers, employees or agents in such suits or other legal proceedings. Without limiting the intended broad scope and application of the indemnification and hold harmless provisions of this paragraph, for purposes of this paragraph, Attorney waives, with respect to the County only, any immunity that would otherwise be available to

Attorney under the Industrial Insurance Act provisions of Title 51 RCW or any other similar workers/employee disability or benefit law. The indemnification and hold harmless provisions of this paragraph shall survive the termination or expiration of this Agreement.

15. **INSURANCE.**

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

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

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

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

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

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

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

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

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

\$1,000,000 Each Accident
 \$1,000,000 Policy Limit for Disease
 \$1,000,000 Each Employee for Disease

- d. **Other Insurance Provisions:**

1. The Attorney's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the Counties, its elected and appointed officers, officials, employees and agents. Attorney's liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible or risk retention maintained or participated in by the Counties shall be

excess and not contributory to Attorney's insurance policies.

2. The Attorney's liability insurance policies shall contain no special limitations on the scope of protection afforded to the Counties as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Counties, its officers, officials, employees or agents.
4. The Attorney's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The Attorney shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the Attorney maintains higher limits than the minimums required in this contract, the Counties require and shall be entitled to coverage for the higher limits maintained by the Attorney.**
7. The Attorney shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract, except for professional liability under Section **[8(a)]**, shall be written on an Occurrence Policy form.
8. Attorney hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit Attorney to enter into a pre-loss agreement to waive subrogation without an endorsement, then Attorney agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Attorney enter into such a waiver of subrogation on a pre-loss basis.
9. Compensation and/or payments due to Attorney under this Agreement are expressly conditioned upon Attorney's strict compliance with all insurance requirements. Payment to Attorney may be suspended in the

event of non-compliance. Upon receipt of evidence of Attorney's compliance, such payments not otherwise subject to withholding or set-off will be released to Attorney.

f. **Verification of Coverage and Acceptability of Insurers:**

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington and have a A. M. Best's rating of at least A-VI or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Counties' Risk Managers. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

1. All insurance to be maintained by the Attorney, other than Professional Liability and Workmen's Compensation, shall specifically include the Counties, its elected and appointed officers, officials, employees and agents as "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days written prior notice to the Counties. Any insurance or self-insurance maintained by the Counties, its elected and appointed officials, employees and agents shall be excess of the Attorney's insurance and shall not contribute to it.
2. Certificates of Liability Insurance, with endorsements attached, are to be provided to the Benton County Office of Public Defense within ten (10) days of execution of this Agreement.
3. All written notices under this Section [8] and notice of cancellation or change of required insurance coverages shall be mailed to the Benton County Office of Public Defense.
4. The Attorney or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Office of Public Defense: Attn: Office Manager, Benton County Office of Public Defense, 7122 W Okanogan Pl, Bldg A, Kennewick, WA 99336.

16. **COMPLAINTS; PERFORMANCE MONITORING.** In the event that the PDM, another employee/representative of the County's Office of Public Defense, or the Benton County District Court receives an oral/written communication from a person represented by Attorney under this Agreement that in substance asserts an unresolved complaint about the legal services rendered to such person by Attorney and such complaint is not amenable to resolution by simply facilitating the communication between the client and attorney, the employee/representative receiving such communication shall promptly request and obtain a written, dated, and signed statement from the complainant

describing and detailing the relevant facts and circumstances underlying and alleged in the complaint, copies of which shall promptly be provided to the County, the Benton County Court Administrator and the PDM.

a. Upon receiving such complaint, the PDM, without limitation to any other action the County may deem necessary/appropriate to pursue under this Agreement, shall promptly forward a copy of the complaint to Attorney and request and obtain Attorney's written, dated, and signed response thereto (which Attorney shall prepare and provide to the County and the PDM within five (5) business days, who then shall provide the represented person with a copy of the response within five (5) business days thereafter). The PDM shall review the complaint and Attorney's response and take any action deemed necessary with Attorney and/or the represented person to address and resolve the complaint, and the disposition of the complaint shall be communicated to the represented person as soon as reasonably possible. The PDM then may follow-up with the Benton County District Court within five (5) business days thereafter to confirm or advise that the complaint has been, or is in the process of being, addressed and disposed of. This stated procedure does not interfere with or otherwise impair the Benton County District Court's ability and/or duty to monitor the performance of attorneys appearing before the court.

b. Additionally, during the term of this Agreement, in order to help ensure that indigent persons are consistently provided effective legal representation, and without limitation to any other means or methods of performance monitoring/evaluation the County may deem necessary/appropriate, Attorney acknowledges that the County and/or the PDM have the right to periodically ask, without limitation, the Benton County District Court and/or the District Court Administrator and/or other attorneys and/or persons previously represented by Attorney to provide the County with an evaluation/assessment of the quality and effectiveness of Attorney's performance of legal services and related duties and obligations under this Agreement, provided that such inquiry shall not be made of any person represented, absent a complaint from such person, during the course of representation.

17. **TERMINATION.**

Cause for Termination and Notice

a. In addition to any other automatic or discretionary termination provisions set forth in this Agreement, this Agreement shall automatically terminate in the event that Attorney is suspended/disbarred from the practice of law in Washington, effective without notice as of the date of suspension/disbarment. In the event of automatic termination or termination pursuant to suspension or disbarment, Attorney shall be liable up to \$5,000.00 for any additional costs or expenses incurred by the County and/or the Benton County District Court relating to the appointment of substitute legal counsel for any person(s) whom Attorney was appointed to represent hereunder; and the County

shall be entitled and authorized to setoff and deduct any such additional costs or expenses from any unpaid compensation owing to Attorney hereunder.

Further, in the event that the Benton County District Court enters an order that prohibits or disqualifies Attorney from receiving any further appointments hereunder for any reason whatsoever, this Agreement shall automatically terminate without further notice as of the date such order is entered by the court. In the event that the court enters such an order because of unethical/unprofessional conduct by Attorney and/or because of Attorney's breach of this Agreement and the court determines at that time that the circumstances justify or require a substitution of appointed counsel for any person(s) whom Attorney was appointed to represent hereunder, Attorney shall be liable up to \$5,000.00 for any additional costs or expenses incurred by the County relating to such substitute appointment(s); and the County shall be entitled and authorized to setoff and deduct any such additional costs or expenses from any unpaid compensation owing to Attorney hereunder.

b. In addition to the above-referenced automatic termination provisions, the County may elect to terminate this Agreement in the event Attorney fails for whatever reason to comply with any provision of this Agreement after giving Attorney ten (10) business days advance written notice to cure, which notice shall specify the reason(s) for the notice, the act(s) necessary to cure Attorney's failure(s), and the consequence (i.e., termination without further notice) if the failure(s) is/are not cured within the ten (10) day period. The County's right to terminate this Agreement in such regard shall be in addition to any other rights and remedies available to the County.

c. In addition to the foregoing provisions regarding termination, either party may elect to terminate this Agreement with or without cause or reason by providing the other party with ninety (90) days advance written notice of such election ("Early Termination"). Without limiting/waiving other provisions of this Agreement relating to Attorney's obligation and duty to accept and complete cases appointed to Attorney, Attorney's continuing obligation to accept case appointments shall be governed by the provisions of Section 17.f herein.. A ninety (90) day notice of termination given by either party under this paragraph 17.c. shall be fully and immediately effective when received by the recipient party pursuant to the provisions of below paragraph 30 (notwithstanding the inclusion of any contrary terms or language in the notice) without any need for formal or informal acceptance or any other response by the recipient party, and such notice may not thereafter be rescinded/revoked by the party giving such notice unless such rescission/revocation is expressly acknowledged and agreed to by the recipient party in writing in the recipient party's sole discretion.

d. In any event, consistent with the provisions of paragraph 12.e. above and regardless of the manner in which this Agreement is terminated, Attorney acknowledges and agrees that Attorney shall not be entitled to receive any further compensation from the County in the event this Agreement is terminated; provided

that, however, Attorney shall be entitled to be paid for all services duly performed by Attorney under this Agreement up to the date of termination (including trial per diems. Additionally, as required by paragraph 6 above, the termination of this Agreement, regardless of the manner of termination, shall not relieve Attorney from the obligation and duty to continue representing all persons whom Attorney was appointed to represent prior to the termination unless Attorney is expressly barred or prohibited from doing so by court order and/or the suspension/disbarment of Attorney from the practice of law in Washington.

e. At the sole and exclusive discretion of County, Attorney may terminate this Agreement with less than 90 days notice with conditions of such Early Termination to be as set out in the next subsection below.

f. The parties agree that in the event of Early Termination of this Agreement with or without cause pursuant to Section 17.c, then:

1) If the Early Termination is initiated by County, then Attorney shall receive compensation for the entirety of the 90 day notice period, shall continue receiving case assignments during the first 30 of the 90 day notice period only, and shall not be responsible for any unresolved cases at the end of the 90 day notice period ("Residual Caseload").

2) If the Early Termination is initiated by Attorney, then the following provisions shall apply:

Notice	Appointments	Compensation	Legal Responsibility for Cases	Cost of Reassignment	Cap on Expenses
Days of Notice Required	Number of Days After Notice Attorney shall Continue to Accept Cases	Number of Days After Notice Attorney shall Continue to Receive Compensation	Number of Days After Notice Contractor is Responsible for Cases	Financial Responsibility for Reassignment of Residual Caseload	Cap on Attorney's Financial Responsibility for Residual Caseload
Less than 30	0	0	0	100% by Attorney	1 month of compensation
30-60 days	0	30	60	50% by each party	1 month of compensation
90 days	60	90	120	25% by Attorney	½ month of compensation

3) If, after termination, Attorney is then required to repay any compensation as constituting his/her share of financial responsibility for reassignment of Residual Caseload ("Repayment Obligation"), then Attorney may make such repayment in one lump sum or, at his/her election, in the amount of \$500 per month with the first payment being due on the first of the month immediately after the effective date of termination, and subsequent payments being due on the first of each subsequent month. Furthermore, County shall be entitled to offset any such Repayment Obligation by withholding any sums that are due and payable to Attorney on or after the effective date of termination.

4) Pursuant to Section 19.d of this Agreement, Attorney may arrange with another attorney ("Substitute Attorney") to assume Attorney's Residual Caseload upon departure to avoid any Repayment Obligation. If Attorney chooses to do so, then any payment arrangements for the services by Substitute Attorney shall be a matter to be arranged between Attorney and Substitute and shall not affect this Agreement or Attorney's obligation hereunder in any way except that Attorney shall not be responsible for any Repayment Obligation as to cases that are handled by Substitute Attorney and therefore not considered to be Residual Caseload cases.

18. **INDEPENDENT CONTRACTOR.** Attorney fully understands, acknowledges, and agrees that Attorney shall not be an agent, representative, or employee of the County or the Benton County District Court for any type of purpose or situation whatsoever (including, without limitation, for purposes of any type of wage, hours/overtime, workers/industrial insurance compensation, unemployment, fair labor, and/or employee benefit/leave laws, disability act coverage or rules, and/or regulations) and that Attorney, as of the date of this Agreement and throughout its entire term, is and will always be acting and operating as a fully independent contractor. In that regard, strictly subject to Attorney's duties, responsibilities and obligations imposed under this Agreement, Attorney shall have sole and absolute discretion using Attorney's best professional legal judgment to determine the manner and means of providing the legal representation services required under this Agreement; and neither the County, the County's PDM, nor the Benton County District Court shall have any authority or duty to directly control the actual performance of Attorney's professional services hereunder.

19. **NON-ASSIGNMENT AND TEMPORARY SUBSTITUTIONS.** Except as otherwise expressly provided in paragraphs 19.a-d below, Attorney shall not allow or arrange for any other person to perform any of the services required by this Agreement, nor shall Attorney assign, subcontract out, or otherwise delegate any of Attorney's rights, responsibilities, or obligations under this Agreement.

a. Attorney and any of the other Benton County District Court Criminal Defense Panel members or staff attorneys employed by Benton County may mutually agree to make temporary, substitute appearances for each other on routine docket matters and routine court hearings on an as-needed basis as approved by the court and by the person being represented (if that person has

previously discussed the case with his/her appointed attorney). Any compensation or consideration (if any) to be paid or given by Attorney to the other Benton County District Court Criminal Defense Panel members for such substitution(s) shall be a matter of direct negotiation and agreement between Attorney and said other panel members, and said other members shall not be entitled to receive any additional compensation from the County for such substitution(s). Provided, however, that substitution arrangements made by and between any contracted Defense Panel member and a staff attorney employed by Benton County shall not involve monetary compensation paid either way, and shall only be on a *quid pro quo* or "mutual coverage" basis.

b. In the event Attorney needs or desires to take up to a maximum of four (4) consecutive weeks (or such longer requested period of time as may be expressly pre-approved in writing by the PDM on a case-by-case basis, in his/her sole and absolute discretion) leave of absence from the practice of law and/or the requirements of representation under this Agreement during the term of this Agreement and is unable to obtain the assistance of the other Benton County District Court Criminal Defense Panel members during such temporary absence, Attorney may seek and obtain the assistance of another Washington-licensed attorney to make temporary, substitute appearances for Attorney during such absence on routine docket matters and routine court hearings on an as-needed basis provided that Attorney and such other attorney jointly prepare, sign and file a written certification with the court (with a copy to be provided to the District Court Administrator and the PDM) in all such matters and hearings that expressly certifies that such other attorney has reviewed this Agreement and fully meets all criteria, qualifications, and requirements under this Agreement to render legal services to indigent persons and provided further that such temporary substitution is expressly authorized on the court record by the court and the particular person(s) being represented by Attorney who is/are affected by such substitution of legal counsel.

(i) Any compensation or consideration (if any) to be paid or given by Attorney to such other attorney for such substitution(s) shall be a matter of direct negotiation and agreement between Attorney and such other attorney, and such other attorney shall not be entitled to receive any compensation from the County for such substitution(s).

(ii) Unless called to active military duty, Attorney shall be responsible to ensure that such other attorney fully complies with all terms and conditions of this Agreement during such temporary absence period (including, without limitation, the requirement to maintain the insurance coverage specified in paragraph 15 above), and Attorney shall be liable for any damages or losses sustained as a result of such other attorney's non-compliance with the terms and conditions of this Agreement.

c. In the event Attorney is called up for active military duty or for direct civilian support of active military operations, Attorney shall provide the County and

the PDM with written notice of such event within five (5) business days of Attorney being called up so that the PDM and Attorney can coordinate and arrange for an appropriate substitute attorney to handle Attorney's duties under this Agreement while Attorney is on military leave and any reasonable back-to-civilian-life transition time requested by Attorney upon return. Attorney shall receive no compensation under this Agreement while on leave or during any such transition time.

d. Attorney may sub-contract substantially all of the duties to be provided pursuant to this Agreement provided that all of the following conditions are met:

- (i) The proposed sub-contractor meets all the criteria set out in Section 3 of this Agreement; and
- (ii) County agrees to the selection of the sub-contractor in its sole and exclusive discretion; and
- (iii) Sub-contractor signs an acknowledgement and agreement to abide by all the terms and conditions of this Agreement (in such form as may be required by County); and
- (iv) Attorney agrees to continue to be professionally responsible for any sub-contracted work.

Even in the event that Attorney sub-contracts substantially all of the duties to be provided pursuant to this Agreement, Attorney agrees to continue to be professionally responsible for all of the work performed pursuant to this Agreement (even if the work is actually performed by the sub-contractor), and agrees that Attorney's obligations in Section 14. Indemnification and Hold Harmless, continue to apply to any work that is performed by a sub-contractor.

20. **VACANCY AND REPLACEMENT.** In the event this Agreement is terminated by either party prior to the termination date specified in paragraph 1 above, the County may initiate, implement and pursue any actions or process deemed appropriate/necessary to seek, select, and contract with another qualified attorney to replace and succeed Attorney in representing indigent persons in Benton County District Court.

21. **OTHER APPOINTMENTS.**

Attorney shall not enter into any contract/arrangement to perform criminal prosecution services in any court or jurisdiction. Subject to, and without limiting/waiving, Attorney's duties and obligations under this Agreement, Attorney may enter into a part-time contract/arrangement to receive public defense appointments in another court or jurisdiction, provided that, and on the indispensable condition that, Attorney's duties and obligations under said part-time contract/arrangement will not conflict with or interfere with Attorney's ability to timely and effectively perform Attorney's duties and obligations under this Agreement. Consistent with Attorney's status as an independent contractor, Attorney shall have sole and personal professional responsibility for ensuring that

Attorney's obligations on other contracts or arrangements to receive public defense appointments, when combined with this Agreement, are fully in compliance with Washington State Standards for Indigent Defense including, but not limited to, the caseload standards contained therein.

22. **TEMPORARY JUDICIAL SERVICE.** Subject to, and without limiting/waiving, Attorney's duties and obligations under this Agreement, Attorney may temporarily serve as a judge pro tem in any capacity and under any circumstances except on any criminal cases pending before the Benton County District Court, provided that, and on the indispensable condition that, it would not conflict with or interfere with Attorney's ability to timely and effectively perform Attorney's duties and obligations under this Agreement. Any potential exceptions to the foregoing limitation on Attorney serving as a judge pro tem would be strictly on a case-by-case basis and would be strictly subject to Attorney obtaining the PDM's prior express approval and authorization, which decision shall be decided on a case-by-case basis in the PDM's sole and absolute discretion.

23. **ENTIRE AGREEMENT.** This Agreement constitutes the entire integrated agreement and understanding of the undersigned parties. No amendment, modification or other type of change to this Agreement shall be valid or enforceable unless reduced to writing and signed by the parties.

24. **CAPTIONS; TIME COMPUTATION.**

a. The captions and headings herein are for convenience only and shall not be relied upon or used to interpret or construe this Agreement or any portion thereof.

b. Unless otherwise expressly specified herein, any period of time specified in this Agreement shall expire at 5:00 p.m. (PTZ) of the last calendar day of the specified period of time, unless the last day is Saturday, Sunday, or a legal holiday, as prescribed in RCW 1.16.050, in which event the specified period of time shall expire at 5:00 p.m. (PTZ) of the next business day. Unless otherwise expressly specified herein as being business days only, any period of time specified in this Agreement shall mean and be calculated to include calendar days.

25. **GOVERNING LAW.** This Agreement shall be exclusively construed under and interpreted consistent with the laws of the state of Washington.

26. **BINDING EFFECT.** Strictly subject to the above restrictions against assignment, subcontracting, or delegation, this Agreement shall be binding upon Attorney's heirs, legal/personal representatives, successors, and assigns.

27. **SEVERABILITY.** In the event that any one or more provisions contained in this Agreement shall, for whatever reason, be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalid, illegal or unenforceable provision(s) shall not affect any other provision hereof, and this Agreement shall

nevertheless be construed and enforced as if such invalid, illegal or unenforceable provision(s) were not contained herein.

28. **NON-WAIVER.** A party's express or implied consent to or waiver of any breach or default by the other party in the performance of such other party's obligations hereunder shall not be deemed or construed to be a consent to or waiver of any other breach or default in the performance by such other party of the same obligations or any other obligation(s) of such other party hereunder.

29. **DISPUTE RESOLUTION.**

a. The parties hereby specifically waive, release, and irrevocably relinquish any and all right to file a court lawsuit of any type to address any claims or dispute between the parties involving the performance or interpretation of this Agreement or that in any other way relate to, or arise from, this Agreement, and regardless of whether money damages, equitable relief, or any other type of relief is being sought. Provided, however, if necessary due to a party's disregard of and failure to abide by the non-judicial Dispute Resolution provisions contained in this paragraph 31, the other party may pursue court action to seek and obtain an order compelling and enforcing such Dispute Resolution provisions, and as part of such action and court order, the court shall order the party not complying with the requirements of such Dispute Resolution provisions to pay the other party's incurred attorney fees and costs.

b. Accordingly, in furtherance of the parties' above-stated agreement to submit any and all claims and disputes to non-judicial resolution, in the event any type of dispute arises between the parties involving the performance or interpretation of this Agreement, or that in any other way relates to, or arises from, this Agreement, either party may then make written demand on the other party to submit the dispute to mediation through the assistance of an experienced mediator chosen by mutual agreement of the parties who must be a Washington-licensed attorney experienced in contract disputes. The mediation shall occur within thirty (30) days of the mediation demand, unless the parties mutually agree otherwise. The County shall pay one-half of the mediator's fees and expenses, and Attorney shall pay the other one-half of such fees and expenses.

c. In the event that mediation proves unsuccessful in resolving the dispute, the parties shall submit the dispute for resolution via binding arbitration pursuant to RCW Chapter 7.04A. A single arbitrator (who must be a Washington-licensed attorney experienced in contract disputes) shall be selected by agreement of the parties or, in the absence of agreement, each party shall select one (1) arbitrator (who must be a Washington-licensed attorney experienced in contract disputes) and those two (2) so selected arbitrators shall mutually select a third arbitrator (who must be a Washington-licensed attorney experienced in contract disputes). The County shall pay one-half of the fees and expenses of the arbitrator(s), and Attorney shall pay the other one-half of such fees and expenses. The provisions of RCW Chapter 7.04A and applicable Mandatory Arbitration Rules

as adopted and implemented in Superior Court shall be binding as to procedure, except as to the right of appeal, which shall not be applicable. Within ten (10) business days after the unsuccessful mediation session, the arbitrator(s) shall be selected and designated, and the hearing shall be held within thirty (30) business days after designation of the arbitrator(s), unless the parties mutually agree otherwise. The arbitrator(s) shall render a written decision and award within ten (10) business days of such hearing. Without limitation, the arbitrator(s) may award damages, specific performance, and/or injunctive relief, and may register a judgment in Benton County Superior Court, including judgment by default. The most prevailing party shall be entitled to recover such party's reasonable attorneys' fees, costs and expenses from the other party as a part of the arbitration decision and award. In the event of suit or action to enforce an arbitration award, venue shall lie exclusively in Benton County Superior Court, and the most prevailing party in such suit or action shall be entitled to recover such party's reasonable attorneys' fees, costs and expenses from the other party.

30. **NOTICES.**

a. Any notices required or permitted to be given by Attorney to the County under this Agreement shall be in writing and shall be either personally delivered to the County's PDM at his below-stated office address; mailed to the County's PDM at his below-stated office address via certified U.S. mail, postage prepaid; or emailed to the County's PDM at the below-stated official email address for notices:

Eric Hsu, Public Defense Manager
Benton County Office of Public Defense
7122 West Okanogan Place, Building A
Kennewick, WA 99336

OPDNotices@co.Benton.wa.us

b. Any notices required or permitted to be given by the County to Attorney under this Agreement shall be in writing and shall be either personally delivered to Attorney at his/her below-stated business address; mailed to Attorney at his/her business address set forth in paragraph 2.a above, via certified U.S. mail, postage prepaid; or emailed to Attorney at his/her business email address set forth in paragraph 2.a.

c. Any such notices under this Agreement shall be deemed to have been duly given, made, and received when either personally delivered to the notice recipient in the manner described above; when duly deposited in the U.S. mail addressed to the recipient in the manner described above; or when emailed to the recipient in the manner described above. A party may change the address(es) to which notices are to be sent by giving notice of such change of address(es) in conformity with the above provisions of this paragraph for the giving of notice.

31. **LEGAL COMPLIANCE.** Attorney agrees to and shall strictly follow and comply with any and all federal, state, local, and administrative laws, rules, and regulations applicable to Attorney's pursuit and performance of activities under this Agreement. Without limitation in that regard, Attorney shall timely and fully pay all applicable taxes, fees, licenses, and other payments required by law; and Attorney shall fully comply with any and all anti-discrimination laws and policies including, without limitation, the County's policy that no person will be subjected to discrimination by the County or their contractors based on race, color, national origin, age, sex, marital status, sexual orientation, handicap/disability, personal background, creed, or political or religious affiliation, and shall further comply with the County's policy against sexual harassment.

32. **PUBLIC DEFENSE MANAGER.** Attorney acknowledges that the County has established and employed the PDM to coordinate, monitor, and evaluate the performances and compliance of independent contractor attorneys (like Attorney) under public indigent defense agreements with the County. Attorney further acknowledges that the County has the right and discretion to direct the PDM to assume and fulfill various roles and functions under this Agreement. Though the PDM will not have or attempt to exercise direct control over the manner and means in which Attorney provides legal services under this Agreement, Attorney agrees to reasonably cooperate and promptly comply with reasonable requests from the PDM to allow for the effective monitoring and evaluation of Attorney's performance under and in compliance with this Agreement.

33. **PERFORMANCE STANDARDS MONITORING.** The parties agree and acknowledge that the County, pursuant to its legal duty to provide effective and competent public defense representation, and needing a reasonable, effective and relatively objective way to gauge the effectiveness of contract public defenders, will, by and through its Office of Public Defense, monitor the effectiveness and competence of contract public defenders, including Attorney, by Performance Standards Monitoring ("Monitoring"). Attorney understands that Attorney's performance and eligibility for future contracts will be evaluated based on data collected through Monitoring and the County Office of Public Defense may, but is not obligated to, from time to time make known to Attorney any opportunities for improvement as observed through Monitoring efforts and/or issues that need to be addressed. Attorney further agrees to reasonably cooperate with County, its Office of Public Defense, and any staff from that office that are engaged in Monitoring efforts so that data collected through such efforts are accurate and timely. The actual Performance Standards to be monitored are contained in the Performance Standards Monitoring section, attached as Exhibit "A" to this Agreement, the acknowledgement of which, by Attorney's affirmative signature, is required to fully execute this Agreement.

**SIGNATURES APPEAR ON FOLLOWING
PAGE**

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Agreement on the date set forth below.

BENTON COUNTY

Date _____

Chairman

Commissioner

Commissioner

Constituting the Board of County
Commissioners for Benton County

Attest:

Clerk of the Board

Approved as to Form and Content

DocuSigned by:

Eric Hsu

780136017789473...

Eric Hsu

Public Defense Manager

ATTORNEY

10/28/2021

Date _____

DocuSigned by:

Michelle R. Dorsett

B2F82475A389402...
Michelle Dorsett, WSBA #47766
*Not valid unless Performance Standards
Monitoring Acknowledgment on following
page is also signed.*

EXHIBIT A

PERFORMANCE STANDARDS MONITORING

Attorney acknowledges that County will be engaging in Performance Standards Monitoring as more fully described in Section 34 of this Agreement and that said Monitoring will comprise of the following:

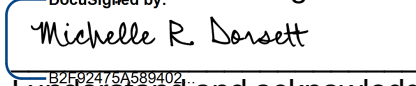
a. Metrics Monitoring will entail the collection of the following metrics specific to Attorney:

- Trials held
- 3.5, 3.6 and other significant motions filed
- Motions filed under RCW 10.77 for competency evaluations
- Number of cases disposed of at trial readiness with dismissal or other comparable favorable result
- Number of cases where investigative services were requested
- Number of visits to incarcerated clients in Benton County Jail
- Number of client complaints
- Amount of time spent per case

b. Court Observation Monitoring will also entail direct observation of Attorney's performance in court (including, but not limited to pre-trial dockets, motion dockets and trials) by Benton County Office of Public Defense Supervisory Staff to evaluate, among other things:

- Attorney's preparedness and readiness
- Attorney's interactions with clients
- Attorney's ability and willingness to advocate to the court on behalf of clients

Attorney acknowledgment:

DocuSigned by:

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I understand and acknowledge that Benton County will utilize the Performance Standards Monitoring as set out in this Exhibit to my public defense contract to evaluate my effectiveness as a public defender and that contract decisions, such as renewals, extensions, caseload increases, or assignment to other public defense duties will be made with reference to the results of such Performance Standards Monitoring.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	November 16, 2021
Subject:	Executing Revised Local Agency Federal Aid Project Prospectus for C.E. 2101
Presenter:	N/A
Prepared By:	Jeff Liner
Reviewed By:	Doug 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: <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 Plymouth Road Pavement Overlay project, C.E. 2101, was identified by the Board as a desired project in the 2020-2025 Six-Year Transportation Improvement Program. In 2020, Benton County was awarded a grant of \$50,000.00 for preliminary engineering and \$1,500,000.00 for construction through the federal Surface Transportation Block Grant. In 2021, the preliminary engineering was completed, and the \$50,000.00 grant funds have been obligated. To receive the \$1,500,000.00 obligation for the construction portion of this project, a revised Local Agency Federal Aid Project Prospectus is required to be submitted to WSDOT prior to construction approval.

Fiscal Impact

The preliminary engineering and construction dollars will be expended from the Road Fund and will be reimbursed at 86.5% from the Surface Transportation Block Grant.

Recommendation

The County Engineer recommends that the Board approve the revised Local Agency Federal Aid Project Prospectus for obligation of construction funds.

Suggested Motion

Move to approve Resolution.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN TO SIGN A REVISED LOCAL AGENCY FEDERAL AID PROJECT PROSPECTUS FOR THE PLYMOUTH ROAD PAVEMENT OVERLAY PROJECT, C.E. 2101

WHEREAS, the Plymouth Road Pavement Overlay project was identified by the Benton County Board of County Commissioners as a desired project in the 2020-2025 Six-Year Transportation Improvement Program; and

WHEREAS, in 2020, Benton County was awarded a grant of \$1,550,000.00 through the federal Surface Transportation Block Grant for preliminary engineering and construction of the project; and

WHEREAS, in 2021, the preliminary engineering portion of the project was completed; and

WHEREAS, in order to receive the obligation for the construction portion of this project, a revised Local Agency Federal Aid Project Prospectus is required to be submitted to WSDOT; **NOW THEREFORE**,

BE IT RESOLVED, that the Benton County Board of County Commissioners hereby approve the revised Local Agency Federal Aid Project Prospectus for the Plymouth Road Pavement Overlay project C.E. 2101; and

BE IT FURTHER RESOLVED, that the Chairman is hereby authorized to sign said Local Agency Federal Aid Project Prospectus.

Dated this 16th day of November, 2021.

Chairman

Chairman Pro-Tem

Attest: _____
Clerk of the Board

Member

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



Local Agency Federal Aid Project Prospectus

Prefix	Route	()	Date	11/4/2021
Federal Aid Project Number	STPR	A039	DUNS Number	833248888
Local Agency Project Number	CE 2101	(WSDOT Use Only)		Federal Employer Tax ID Number
		91-6001296		

Agency Benton County		CA Agency ☒ Yes ☐ No	Federal Program Title ☒ 20.205 ☐ Other	
Project Title Plymouth Road Pavement Overlay		Start Latitude N 45.9995 End Latitude N 46.0530	Start Longitude W -119.3505 End Longitude W -119.3716	
Project Termini From-To M.P. 4.61 M.P. 8.49		Nearest City Name Plymouth		Project Zip Code (+4) 99346-0000
Begin Mile Post 4.61	End Mile Post 8.49	Length of Project 3.88	Award Type ☒ Local ☐ Local Forces ☐ State ☐ Railroad	
Route ID 11050	Begin Mile Point 0.00	End Mile Point 13.92	City Number 03	County Number Benton
WSDOT Region South Central Region	Legislative District(s) 8, 16	Congressional District(s) WA 4		Urban Area Number

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
P.E.	57,800	7,800	50,000	Month	Year
R/W	0	0	0	N/A	
Const.	1,734,100	234,100	1,500,000	January	2022
Total	1,791,900	241,900	1,550,000		

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width 28	Number of Lanes 2
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Plymouth Road is a paved road with a 50 mph speed limit. The pavement wearing course is showing significant distress and rutting.

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

The project will overlay the road with 2 inches of hot-mix asphalt. The road will be re-stripped with road accesses overlaid to match.

Local Agency Contact Person Doug D'Hondt		Title County Engineer		Phone 509-786-5611	
Mailing Address PO Box 1001		City Prosser		State WA	Zip Code 99350
Project Prospectus	By  Approving Authority				Date 11/04/21
	Title County Engineer				

Agency Benton County	Project Title Plymouth Road Pavement Overlay	Date 11/4/2021
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Type of Proposed Work

Project Type (Check all that Apply)

☐ New Construction	☐ Path / Trail	☐ 3-R
☐ Reconstruction	☐ Pedestrian / Facilities	☒ 2-R
☐ Railroad	☐ Parking	☐ Other
☐ Bridge		

Roadway Width
28

Number of Lanes
2

Geometric Design Data

Description	Through Route	Crossroad
Federal Functional Classification	☐ Urban	☐ Urban
	☒ Rural	☐ Rural
	☐ NHS	☐ NHS
	☐ Principal Arterial	☐ Principal Arterial
	☐ Minor Arterial	☐ Minor Arterial
	☐ Collector	☐ Collector
	☒ Major Collector	☐ Major Collector
	☐ Minor Collector	☐ Minor Collector
	☐ Local Access	☐ Local Access
Terrain	☒ Flat ☐ Roll ☐ Mountain	☐ Flat ☐ Roll ☐ Mountain
Posted Speed	50	
Design Speed	50	
Existing ADT	659	
Design Year ADT		
Design Year		
Design Hourly Volume (DHV)		

Performance of Work

Preliminary Engineering Will Be Performed By Benton County	Others %	Agency 100 %
Construction Will Be Performed By Contractor	Contract 100 %	Agency %

Environmental Classification

☐ Class I - Environmental Impact Statement (EIS)	☒ Class II - Categorical Excluded (CE)
☐ Project Involves NEPA/SEPA Section 404 Interagency Agreement	☐ Projects Requiring Documentation (Documented CE)
☐ Class III - Environmental Assessment (EA)	
☐ Project Involves NEPA/SEPA Section 404 Interagency Agreements	

Environmental Considerations

Agency Benton County	Project Title Plymouth Road Pavement Overlay	Date 11/4/2021
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Right of Way

☒ No Right of Way Needed * All construction required by the contract can be accomplished within the exiting right of way.	☐ Right of Way Needed ☐ No Relocation ☐ Relocation Required
--	---

Utilities

☒ No utility work required ☐ All utility work will be completed prior to the start of the construction contract ☐ All utility work will be completed in coordination with the construction contract

Railroad

☒ No railroad work required ☐ All railroad work will be completed prior to the start of the construction contract ☐ All the railroad work will be completed in coordination with the construction contract
--

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project? ☐ Yes ☒ No

Remarks

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency Benton County Board of Commissioners

Date

By

Mayor/Chairperson

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	November 16, 2021
Subject:	Purchase Agreement with Galls, LLC utilizing WA State Contract 01417; Rescinding Resolution 2021-157
Presenter:	
Prepared By:	Lisa Small
Reviewed By:	Purchasing Depart.
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

Per Resolution 2021-157 dated February 9, 2021, the Board of Benton County Commissioners approved the purchase of uniforms and accessories for the Benton County Corrections Department and the Benton County Sheriff's Office from Galls, LLC utilizing Washington State Contract No. 01417 with Galls, LLC, for a Purchase Agreement amount not to exceed \$100,000 including WSST, with a term expiring December 31, 2021.

There was a discrepancy in the Purchase Agreement attached to Resolution 2021-157, as the Agreement states the expiration date is December 31, 2021 and the Resolution states the expiration date is December 31, 2022.

Benton County Corrections Department and Benton County Sheriff's Office wishes to continue utilizing Washington State Contract No. 01417 for an overall contract amount not to exceed \$125,000 plus WSST, with a term expiring December 31, 2023.

Fiscal Impact

Expenditures shall be paid from the budget of each department that utilizes the attached Purchase Agreement for an overall amount not to exceed \$125,000 plus WSST.

Recommendation

Approve the attached Resolution and Purchase Agreement between Benton County and Galls, LLC and authorize the Chairman to sign said agreement; rescinding Resolution 2021-157.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PURCHASE OF UNIFORMS AND ACCESSORIES FROM GALLS, LLC UTILIZING WASHINGTON STATE CONTRACT NO. 01417 FOR THE BENTON COUNTY CORRECTIONS DEPARTMENT AND THE BENTON COUNTY SHERIFF'S OFFICE; RESCINDING RESOLUTION 2021-157

WHEREAS, per Resolution 2021-157 dated February 9, 2021, the Board of Benton County Commissioners approved the purchase of uniforms and accessories for the Benton County Corrections Department and the Benton County Sheriff's Office from Galls, LLC utilizing Washington State Contract No. 01417 with Galls, LLC, for a Purchase Agreement amount not to exceed \$100,000 including WSST, with a term expiring December 31, 2022; and

WHEREAS, there was a discrepancy in the Purchase Agreement attached to Resolution 2021-157, as the Agreement states the expiration date is December 31, 2021 and the Resolution states the expiration date is December 31, 2022; and

WHEREAS, both Benton County Corrections Department and Benton County Sheriff's Office wishes to continue utilizing Washington State Contract No. 01417 for an overall contract amount not to exceed \$125,000 plus WSST, with a term expiring December 31, 2023; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby approves the purchase of uniforms and accessories for the Benton County Corrections Department and the Benton County Sheriff's Office from Galls, LLC utilizing Washington State Contract No. 01417, with a Purchase Agreement amount not to exceed \$125,000 plus WSST; and

BE IT FURTHER RESOLVED, the attached Purchase Agreement shall commence upon signature of both parties and shall terminate December 31, 2023; and

BE IT FURTHER RESOLVED, the Chairman is hereby authorized to sign the attached Purchase Agreement between Benton County and Galls, LLC; and

BE IT FURTHER RESOLVED, Resolution 2021-157 is hereby rescinded.

Dated this _____ day of _____, 2021.

Chairman of the Board

Member

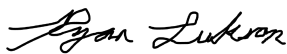
Attest.....
Clerk of the Board

Member

Constituting the Board of Commissioners
of Benton County, Washington

Orig: Purchasing Dept.
Cc: Auditors, PA, BCCD, BCSO, Galls, LLC

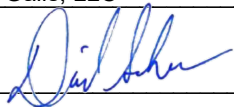
L. Small

PURCHASE AGREEMENT Benton County, Washington Benton County is a political subdivision, with its principal offices located at 620 Market Street, Prosser, WA 99350			RESOLUTION No: _____ Resolution number must appear on all invoices, packing slips, packages, correspondence, etc.	
Vendor: Galls, LLC			AGREEMENT: The Vendor agrees to make available the goods provided in Exhibit A to Benton County under the terms described herein.	
Vendor Code:				
Vendor Contact: Tiffany Brewer				
Vendor Contact Phone: (859) 800-1406				
Vendor Principal Place of Business: 1340 russell Cave Rd, Lexington, KY 40505				
Ship To: Benton County Corrections Department /or Benton County Sheriff's Office 7122 W. Okanogan Pl. Bldg. B Kennewick, WA 99336				
Bill To: Benton County Corrections Department / or Benton County Sheriff's Office 7122 W. Okanogan Pl. Bldg. B Kennewick, WA 99336				
Line	Description	Qty		
	Vendor agrees to provide all items and name brands associated with Exhibit A available to the County for the purchase at the price discounts provided in Exhibit A, as currently in effect, or hereafter amended pursuant to the State of Washington Contract No. 01417.			
The term of this Agreement shall commence upon signature of both parties and shall expire 12/31/2023.				
This purchase agreement incorporates by reference all terms and conditions issued off the State of Washington Contract No. 01417 (copy attached hereto as Master Contract) as well as the Price Worksheet (attached as Exhibit A). Vendor signature on this Purchase Agreement certifies acceptance of this agreement and all terms and conditions, and supersedes any conflicting terms and/or previous contracts. In case of conflict, the order of precedence is: 1. The State of Washington Contract No. 01417 2. Pricing Worksheet attached hereto as Exhibit A, as currently in effect or hereafter amended. 3. This Purchase Agreement		Questions and Clarifications should be Addressed to Buyer Contact: Contact: Lisa Small Address: 7122 W. Okanogan Pl, Bldg B Kennewick, WA 99336 Phone: 509-786-1451 ext. 3880 Email: Lisa.Small@co.benton.wa.us		
Approved as to Form (Deputy Prosecutor): <u></u> Ryan J. Lukson, Civil DPA				

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

- 1) The person executing the Agreement is authorized to enter into and undertake contractual financial obligations on behalf of his/her party;
- 2) The person executing this Agreement is authorized to do so by his/her party;
- 3) The parties agree that they shall be bound by facsimile or electronic copies of Agreements (including purchase orders) and further agree that such copies shall constitute the original agreement(s) for all purposes.

Vendor Name (Print): Galls, LLC Title: CFO Date: 11/02/21

Vendor Signature: 

Chairman

Benton County

Board of Commissioners: _____ Date: _____

Jerome Delvin, Chairman

PRICE

Galls, LLC is authorized to sell uniforms, and related outerwear, footwear and accessories for the manufacturers awarded and services included in this exhibit.

Contract prices are based on Galls, LLC publically available list price and the discount 'percentage off' by manufacturer listed below. The entire manufacturer's catalog as available from Galls, LLC is available for purchase in this Contract.

Manufacturer	% off
5.11 Tactical	15%
Aker	15%
Bates	15%
Bianchi	15%
Blackhawk	10%
Blauer	5%
Boston Leather	15%
Bulwark/Bulwark FR (Shirts)	25%
Bulwark/Bulwark FR (Pants)	20%
Bulwark/Bulwark FR (Coveralls)	15%
Bulwark/Bulwark FR (All other items)	25%
Carhart	10%
Danner	25%
Dickies	10%
Edwards	30%
Fechheimer	25%
Flying Cross	25%
HAIX	10%
Hanes	10%

Manufacturer	% off
Lion	15%
New Era	10%
Olympic Uniform	15%
PM Belts	10%
Port & Company	10%
Port Authority	10%
Red Kap	20%
Richardson Cap	15%
Rothco	10%
Safariland	20%
Schoeller	10%
Spiewak	20%
Stratton	30%
Thorogood	10%
Vertx	30%
Walls	5%
Workrite	25%

In addition to the full manufacturer's catalog as discounted above, Galls, LLC also offers a 10% discount on all other manufacturer's items listed on either www.galls.com or wastatecontract.galls.com.

Galls, LLC is also contracted to provide the following garment alterations:

Alterations

Description	Price (ea)
Hemming	\$ 4.00
Re-Hemming	\$ 4.00
Shorten Sleeves - Shirt	\$ 8.00
Shorten Sleeves - Jacket/Coat/Coverall	\$ 8.00
Add tails to shirt	\$ 8.00
Taper Sides Shirts/Jackets/ Blazers	\$ 8.00
Sew in Military Creases	\$ 7.00
Waist adjustments	\$ 7.00
Seat Adjustment	\$ 7.00
Alter Rise	\$ 7.00
Repair broken zipper - jacket	\$ 10.00
Repair broken zipper - pants	\$ 10.00
Pant Striping 1" or narrower	\$ 15.00
Pant Striping > 1" wide	\$ 15.00
Coat Sleeve Stripe - 1 row	\$ 15.00
Coat Sleeve Stripe - each additional row	\$ 15.00
Add Microphone Tab to shirt, jacket, etc.	\$ 9.00
Add Badge Tab to shirt, jacket, etc.	\$ 9.00
Add/Change Shoulder Strap/Epilates	\$ 6.00
Add/Change Pocket Flaps	\$ 6.00
Attach customer provided patches, nametags, etc. on shirts & non-waterproof outerwear	\$ 2.50
Attach customer provided patches, nametags, etc. on waterproof outerwear	\$ 5.00

Galls, LLC is also contracted to provide the following garment customizations:

Heat Press Customizations

Set up charge per design – one time charge: NO CHARGE

Description	Qty 1-12 (each)	Qty 13-24 (each)	Qty 25-36 (each)	Qty 37-48 (each)	Qty 49+ (each)
Heat Press - Shirt Full Front or Back (Approx 11" x 14"), Single Color	\$ 12.73	\$ 8.50	\$ 7.05	\$ 6.50	\$ 6.10
Heat Press - Shirt Full Front or Back (Approx 11" x 14"), 2 Colors	\$ 20.65	\$ 12.64	\$ 9.87	\$ 8.78	\$ 8.01
Heat Press - Shirt Full Front or Back (Approx 11" x 14"), 3 Colors	\$ 28.57	\$ 12.64	\$ 12.64	\$ 11.05	\$ 9.90
Heat Press-- Shirt Full Front or Back (Approx 11" x 14"), 4 Colors	\$ 36.50	\$ 20.81	\$ 15.43	\$ 13.33	\$ 11.80

Description	Qty 1-12 (each)	Qty 13-24 (each)	Qty 25-36 (each)	Qty 37-48 (each)	Qty 49+ (each)
Heat Press - Shirt Full Front or Back (Approx 11" x 14"), 5 Colors	\$ 44.43	\$ 24.90	\$ 18.21	\$ 15.58	\$ 13.70
Heat Press - Shirt L or R Chest (Approx 5" x 5"), Single Color	\$ 5.60	\$ 5.60	\$ 5.60	\$ 5.60	\$ 4.70
Heat Press - Shirt L or R Chest (Approx 5" x 5"), 2 Colors	\$ 7.58	\$ 7.58	\$ 7.58	\$ 7.58	\$ 5.90
Heat Press - Shirt L or R Chest (Approx 5" x 5"), 3 Colors	\$ 9.55	\$ 9.55	\$ 9.55	\$ 9.55	\$ 7.08
Heat Press - Shirt L or R Chest (Approx 5" x 5"), 4 Colors	\$ 11.54	\$ 11.54	\$ 11.54	\$ 11.54	\$ 8.28
Heat Press - Shirt L or R Chest (Approx 5" x 5"), 5 Colors	\$ 13.53	\$ 13.53	\$ 13.53	\$ 13.53	\$ 9.47
Heat Press - Cap (Approx 3" x 5"), Single Color	\$ 4.37	\$ 4.37	\$ 4.37	\$ 4.37	\$ 4.37
Heat Press - Cap (Approx 3" x 5"), 2 Colors	\$ 5.35	\$ 5.35	\$ 5.35	\$ 5.35	\$ 5.35
Heat Press - Cap (Approx 3" x 5"), 3 Colors	\$ 6.34	\$ 6.34	\$ 6.34	\$ 6.34	\$ 6.34
Heat Press - Cap (Approx 3" x 5"), 4 Colors	\$ 7.34	\$ 7.34	\$ 7.34	\$ 7.34	\$ 7.34
Heat Press - Cap (Approx 3" x 5"), 5 Colors	\$ 8.33	\$ 8.33	\$ 8.33	\$ 8.33	\$ 8.33

Silk Screen Customizations

Set up charge per design – one time charge: \$100.00

Description	Qty 1-12 (each)	Qty 13-24 (each)	Qty 25-36 (each)	Qty 37-48 (each)	Qty 49+ (each)
Silk Screen - Shirt Full Front or Back (Approx 11" x 14"), Single Color	\$ 225.00	\$ 225.00	\$ 9.00	\$ 8.00	\$ 6.00
Silk Screen - Shirt Full Front or Back (Approx 11" x 14"), 2 Colors	\$ 275.00	\$ 275.00	\$ 11.00	\$ 10.00	\$ 8.00
Silk Screen - Shirt Full Front or Back (Approx 11" x 14"), 3 Colors	\$ 325.00	\$ 325.00	\$ 13.00	\$ 12.00	\$ 10.00
Silk Screen - Shirt Full Front or Back (Approx 11" x 14"), 4 Colors	\$ 375.00	\$ 375.00	\$ 15.00	\$ 14.00	\$ 12.00
Silk Screen - Shirt Full Front or Back (Approx 11" x 14"), 5 Colors	\$ 425.00	\$ 425.00	\$ 17.00	\$ 16.00	\$ 14.00
Silk Screen - Shirt L or R Chest (Approx 5" x 5"), Single Color	\$ 225.00	\$ 225.00	\$ 9.00	\$ 8.00	\$ 6.00
Silk Screen - Shirt L or R Chest (Approx 5" x 5"), 2 Colors	\$ 275.00	\$ 275.00	\$ 11.00	\$ 10.00	\$ 8.00
Silk Screen - Shirt L or R Chest (Approx 5" x 5"), 3 Colors	\$ 325.00	\$ 325.00	\$ 13.00	\$ 12.00	\$ 10.00

Description	Qty 1-12 (each)	Qty 13-24 (each)	Qty 25-36 (each)	Qty 37-48 (each)	Qty 49+ (each)
Silk Screen - Shirt L or R Chest (Approx 5" x 5"), 4 Colors	\$ 375.00	\$ 375.00	\$ 15.00	\$ 14.00	\$ 12.00
Silk Screen - Shirt L or R Chest (Approx 5" x 5"), 5 Colors	\$ 425.00	\$ 425.00	\$ 17.00	\$ 16.00	\$ 14.00
Silk Screen – Cap (Approx 3" x 5"), Single Color	\$ 225.00	\$ 225.00	\$ 9.00	\$ 8.00	\$ 6.00
Silk Screen – Cap (Approx 3" x 5"), 2 Colors	\$ 275.00	\$ 275.00	\$ 11.00	\$ 10.00	\$ 8.00
Silk Screen – Cap (Approx 3" x 5"), 3 Colors	\$ 325.00	\$ 325.00	\$ 13.00	\$ 12.00	\$ 10.00
Silk Screen – Cap (Approx 3" x 5"), 4 Colors	\$ 375.00	\$ 375.00	\$ 15.00	\$ 14.00	\$ 12.00
Silk Screen – Cap (Approx 3" x 5"), 5 Colors	\$ 425.00	\$ 425.00	\$ 17.00	\$ 16.00	\$ 14.00

Embroidery Customization

Set up charge per design – one time charge: \$25.00

Price per each piece

Description	Qty 1-12 (each)	Qty 13-24 (each)	Qty 25-36 (each)	Qty 37-48 (each)	Qty 49+ (each)
Embroidery (any material, any location) - price per item, per 1,000 stitches	\$ 0.65	\$ 0.65	\$ 0.65	\$ 0.65	\$ 0.65

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	November 16, 2021	
Subject:	Approving Annual Subscription with Municipal Research and Services Center (MRSC) for Small Works, Consultant, and Vendor Roster Services	
Presenter:		
Prepared By:	P. Schut	
Reviewed By:	R. 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	☐ Execute Contract

Summary / Background Information

Benton County is required to have and maintain a small works, consultant, and vendor roster. Municipal Research and Services Center (MRSC) provides such a service for local government agencies across the State of Washington. The Purchasing Department believes it is in the best interest of the County to continue this service.

Fiscal Impact

Amount: Not to exceed \$1,000.00 Annually

Fund: Fund # 0000-0101 (Current Expense) Department #107 Commissioners

Recommendation

The Purchasing Department recommends the approval of the annual subscription with Municipal Research and Services Center(MRSC)

Suggested Motion

Approve as part of the consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVING ANNUAL SUBSCRIPTION WITH MUNICIPAL RESEARCH AND SERVICES CENTER (MRSC) FOR SMALL WORKS, CONSULTANT, AND VENDOR ROSTER SERVICES.

WHEREAS, Benton County is required to have and maintain a small works, consultant, and vendor roster; and

WHEREAS, Municipal Research and Services Center (MRSC) provides such a service for local government agencies across the State of Washington; and

WHEREAS, the Purchasing Department believes it is in the best interest of the County to utilize this service; **NOW, THEREFORE**

BE IT RESOLVED, the Board of County Commissioners, Benton County, Washington hereby authorizes the annual subscription with Municipal Research and Services Center of Washington (MRSC) for Small Works, Consultant, and Vendor Roster services for an annual membership fee not to exceed the amount of \$1,000.00, with said payment being paid prior to December 1st of each year.

Dated this _____ day of _____, 2021.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....
Clerk of the Board

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	November 16, 2021
Subject:	Requesting Permission to Proceed with the Advertisement and Bid Process for the Justice Center Front Entrance Security Upgrade
Presenter:	
Prepared By:	P. Schut
Reviewed By:	R. 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 ☐ Execute Contract

Summary / Background Information

During the November 2nd Board of Benton County Commissioners' Meeting, the Board approved expending Public Safety Sales Tax Funds for the Justice Center Front Entrance Security Upgrade.

The Purchasing Department and our consultant have put together a bid package for this project and are requesting permission to advertise for this project.

Fiscal Impact

Amount: N/A

Fund: Fund # 0148-101 (Public Safety Sales Tax)

Recommendation

The Director of Operations and Capital Programs recommends moving forward with the Justice Center Front Entrance Security Upgrade advertisement.

Suggested Motion

Approve as part of the consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF REQUESTING PERMISSION TO PROCEED WITH THE ADVERTISEMENT AND BID PROCESS FOR THE JUSTICE CENTER FRONT ENTRANCE SECURITY UPGRADE PROJECT (BID NO. CB 21-12)

WHEREAS, it is the intention of the Board of County Commissioners to increase the physical security presence of the front entrance at the Justice Center; and

WHEREAS, a bid packet (No. CB 21-12) was prepared by Benton County Purchasing staff and reviewed and approved as to form by the Benton County Prosecuting Attorney's office; **NOW, THEREFORE**,

BE IT RESOLVED that the Purchasing Department is authorized to proceed with the advertisement and bid process for the Justice Center Front Entrance Security Upgrade Project (Bid No. CB 21-12).

Dated this 16th day of November 2021.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

DOCUMENT 001113 - ADVERTISEMENT FOR BIDS

1.1 PROJECT INFORMATION

- A. Notice to Bidders: Qualified bidders may submit bids for project as described in this Document. Submit bids according to the Instructions to Bidders.
 - 1. Regulatory Requirements: Washington State Law and Benton County Procurement policy shall govern submittal, opening, and award of bids.
- B. Project Identification: Benton County Justice Center Main Entry Renovation
 - 1. Project Location: 7122 West Okanogan Place, Kennewick, WA 99336
- C. Owner: Benton County 7122 West Okanogan Place, Kennewick, WA 99336
 - 1. Owner's Representative: Robert Blain, (509) 736-2704, robert.blain@co.benton.wa.us
- D. Architect: Wave Design Group, Michael A. Corbin AIA, (509) 737-1000
mike@wavedesigngroupllc.com
- E. Project Description:
 - 1. Justice Center Main Entry Renovation: This Project consists of the reconfiguration of the main entry to the Justice Center to better direct users through the security screening and provide more ADA compliant access through screening. Also, this will add a monitoring station to overlook common areas in the vestibule.
 - a. Project cost range is anticipated to be under \$165,000.
- F. Construction Contract: Bids will be received for the following Work:
 - 1. General Contract (all trades).

1.2 BID SUBMITTAL AND OPENING

- A. Owner will receive sealed lump sum bids until the bid time and date at the location given below. Owner will consider bids prepared in compliance with the Instructions to Bidders issued by Owner, and delivered as follows:
 - 1. Bid Date: December 9, 2021.
 - 2. Bid Time: 10:00 a.m., local time.
 - 3. Location: Benton County Commissioners Office, 7122 W. Okanogan Place, Bldg. E; Suite E330 , Kennewick, WA 99336 (New Administration Building 3rd Floor)
- B. Bids will be thereafter publicly opened and read aloud in the Hearing Room on the 3rd Floor of the new Administration Building.

1.3 BID SECURITY

- A. Bid security shall be submitted with each bid in the amount of 5 percent of the bid amount. No bids may be withdrawn for a period of 60 days after opening of bids. Owner reserves the right to reject any and all bids and to waive informalities and irregularities.

1.4 PREBID MEETING

- A. Recommended Prebid Meeting: See Document 002513 "Prebid Meetings."
- B. Prebid Meeting: A Prebid meeting for all bidders will be held at Benton County Justice Center, 7122 W. Okanogan Place, Building A, Kennewick, WA 99336 on November 30, 2021 at 1:30 p.m., local time. Prospective prime bidders are requested to attend.
 - 1. Bidders' Questions: Architect will provide responses at Prebid meeting to bidders' questions received up to two business days prior to conference.

1.5 DOCUMENTS

- A. Complete digital project bidding documents are available at www.questcdn.com. Interested bidders may view the plans and specifications at no charge by signing up for an account and inputting Quest Project #8054024 on the website's Projects Search Page. Firms who intend to submit a bid must download the digital plan documents, specifications, contract documents and bid proposal for fifteen dollars (\$15.00). Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership, registration, downloading, and working with this digital project information.

1.6 TIME OF COMPLETION AND LIQUIDATED DAMAGES

- A. Successful bidder shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within the Contract Time. Work is subject to liquidated damages as indicated in A104 Owner-Contractor Agreement.

1.7 BIDDER'S QUALIFICATIONS

- A. Bidders must be properly licensed under the laws governing their respective trades and be able to obtain insurance and bonds required for the Work. A Performance Bond, separate Labor and Material Payment Bond, and Insurance in a form acceptable to Owner will be required of the successful Bidder.

1.8 NOTIFICATION

- A. This Advertisement for Bids document is issued by Robert Blain, Director of Operations and Capital Programs, Benton County

DOCUMENT 001116 - INVITATION TO BID

1.1 PROJECT INFORMATION

- A. Notice to Bidders: Qualified bidders are invited to submit bids for Project as described in this Document according to the Instructions to Bidders.
- B. Project Identification: Benton County Justice Center Main Entry Renovation
 - 1. Project Location: 7122 West Okanogan Place, Kennewick, WA 99336
- C. Owner: Benton County 7122 West Okanogan Place, Kennewick, WA 99336
 - 1. Owner's Representative: Robert Blain, (509) 736-2704 robert.blain@co.benton.wa.us
- D. Architect: Wave Design Group, Michael A Corbin, (509) 737-1000, mike@wavedesigngroupllc.com
- E. Project Description:
 - 1. Justice Center Main Entry Renovation: This Project consists of the reconfiguration of the main entry to the Justice Center to better direct users through the security screening and provide more ADA compliant access through screening. Also, this will add a monitoring station to overlook common areas in the vestibule.
 - a. Project cost range is anticipated to be under \$165,000.
- F. Construction Contract: Bids will be received for the following Work:
 - 1. General Contract (all trades).

1.2 BID SUBMITTAL AND OPENING

- A. Owner will receive sealed lump sum bids until the bid time and date at the location given below. Owner will consider bids prepared in compliance with the Instructions to Bidders issued by Owner, and delivered as follows:
 - 1. Bid Date: December 9, 2021.
 - 2. Bid Time: 10:00 a.m., local time.
 - 3. Location: Benton County Commissioners Office, 7122 W. Okanogan Place, Bldg. E; Suite E330 , Kennewick, WA 99336 (New Administration Building 3rd Floor)
- B. Bids will be thereafter publicly opened and read aloud in the Hearing Room on the 3rd Floor of the new Administration Building.

1.3 BID SECURITY

- A. Bid security shall be submitted with each bid in the amount of 5 percent of the bid amount. No bids may be withdrawn for a period of 60 days after opening of bids. Owner reserves the right to reject any and all bids and to waive informalities and irregularities.

1.4 PREBID MEETING

- A. A prebid meeting for all bidders will be held at Benton County Justice Center, 7122 West Okanogan Place, Kennewick, WA 99336 on November 30, 2021 at 1:30 p.m., local time. Prospective bidders are recommended to attend.

1.5 DOCUMENTS

- A. Online Procurement and Contracting Documents: Complete digital project bidding documents are available at www.questcdn.com. Interested bidders may view the plans and specifications at no charge by signing up for an account and inputting Quest Project #8054024 on the website's Projects Search Page. Firms who intend to submit a bid must download the digital plan documents, specifications, contract documents and bid proposal for fifteen dollars (\$15.00). Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership, registration, downloading, and working with this digital project information.

1.6 TIME OF COMPLETION AND LIQUIDATED DAMAGES

- A. Bidders shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within the Contract Time. Work is subject to liquidated damages as stated in A104 Owner-Contractor Agreement.

1.7 BIDDER'S QUALIFICATIONS

- A. Bidders must be properly licensed under the laws governing their respective trades and be able to obtain insurance and bonds required for the Work. A Performance Bond, a separate Labor and Material Payment Bond, and Insurance in a form acceptable to Owner will be required of the successful Bidder.

Dated this 8th day of November, 2021.

Approved as to Form:

Eric Andrews /s/

Eric Andrews, Deputy Prosecuting Attorney
Benton County, Washington

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	11/16/2021	
Subject:	Public Hearing – Certification of Taxes for Collection, Current Expense Levy, Road Levy and Re-Adopting the 2021-2022 Budget	
Presenter:	Linda Ivey	
Prepared By:	Linda Ivey	
Reviewed By:	Jerrod MacPherson	
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

Public Hearing for:

- Certifying the Current Expense Levy for 2022 Collection
- Certifying the Road Levy for 2022 Collection
- Certifying budgeted taxes for collection in 2022
- Re-adopting the Final 2021-2022 Benton County budget

Fiscal Impact

Recommendation

The Finance Manager recommends that the Board of Benton County Commissioners approve the Resolutions as presented.

Suggested Motion

The Board of Benton County Commissioners hereby:

MOTION 1: Move to approve the Resolution certifying the Current Expense Levy for 2022 Collection.

MOTION 2: Move to approve the Resolution certifying the Benton County Road Levy for 2022 Collection.

MOTION 3: Move to approve the Resolution certifying budgeted taxes for collection in 2022 for Benton County.

MOTION: Move to approve the Resolution re-adopting the Final 2021-2022 Benton County Budgets as presented.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE BOARD OF BENTON COUNTY COMMISSIONERS CERTIFYING THE CURRENT EXPENSE LEVY FOR 2022 COLLECTION

WHEREAS, the Board of Benton County Commissioners has properly given notice of the public hearing held November 16, 2021 to consider Benton County's 2022 property tax levy for the Current Expense budget pursuant to RCW 36.40 et. seq. and RCW 84.55.120; and,

WHEREAS, the Board of Benton County Commissioners, after hearing, and after duly considering all relevant evidence and testimony presented, has determined that Benton County's Current Expense fund for 2021 – 2022 requires sustainability in property tax revenue from the previous year, in addition to that resulting from the addition of new construction, improvements to property, newly constructed wind turbines, and any increase in the value of state assessed property, and any annexations that have occurred and refunds made, in order to discharge the expected expenses and obligations of Benton County's Current Expense fund for 2021 - 2022; and,

WHEREAS, the rate of inflation based on the percentage of change in the Implicit Price Deflator (IPD), as defined in RCW 84.55.005(1), published in the Bureau of Economic Analysis' September 2021 *Survey of Current Business* is 3.860 and,

WHEREAS, under RCW 84.55.005(2)(c), the limit factor for a taxing district with a population of 10,000 or over is the lesser of 101% or 100% plus inflation; and,

WHEREAS, the Board of Benton County Commissioners has determined, that to provide adequate funding for general operations and maintenance expenses in the years 2022 and thereafter, there is a substantial need for the establishment of a limit factor of 101% for 2022 to ensure sustainable funding in future years and to levy necessary property taxes for 2022; and,

WHEREAS, the previous year Current Expense highest lawful levy was \$26,237,177.25; and,

WHEREAS, the previous year Current Expense levy base was \$25,023,020.26, which is the previous years actual levy of \$25,071,434.42 less administrative refund of \$48,414.16; **NOW THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners has determined that the property tax regular levy shall not be decreased and that an increase in the levy base of the 2022 regular property tax levy in the amount of \$250,230.20 (which includes a State mandated \$0.025/\$1,000 for mental health and \$0.01125/\$1,000 for veterans' assistance), is appropriate and authorized for the 2022 Current Expense levy, and that this is a percentage increase of 1.00% from the previous year; and,

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners has decided to bank the 0.00% to help ensure adequate funding is available in future years; and,

BE IT FURTHER RESOLVED, that the above described increase is exclusive of additional revenues resulting from the County administrative refund levies for 2022; and,

BE IT FURTHER RESOLVED, that the above described increase is exclusive of additional revenues resulting from new construction, improvements to property, newly constructed wind turbines, and any increase in the value of state assessed property, and any annexations that have occurred and refunds made; and,

BE IT FURTHER RESOLVED, the Clerk is hereby directed to certify a copy of this resolution and forward the same to the Benton County Assessor so that the levies set herein can be extended upon the assessment roll of the County in the manner and at the time set forth by law.

Dated this day of, 20

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest:
Clerk of the Board

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE BOARD OF BENTON COUNTY COMMISSIONERS CERTIFYING THE COUNTY ROAD LEVY FOR 2022 COLLECTION

WHEREAS, the Board of Benton County Commissioners has properly given notice of the public hearing held November 16, 2021 to consider Benton County's 2022 property tax levy for the County Road budget pursuant to RCW 36.40 et. seq. and RCW 84.55.120; and,

WHEREAS, the Board of Benton County Commissioners, after hearing, and after duly considering all relevant evidence and testimony presented, has determined that Benton County's Road fund for 2021 - 2022 requires sustainability in property tax revenue from the previous year, in addition to that resulting from the addition of new construction, improvements to property, newly constructed wind turbines, and any increase in the value of state assessed property, and any annexations that have occurred and refunds made, in order to discharge the expected expenses and obligations of Benton County's Road fund for 2021 - 2022; and,

WHEREAS, the rate of inflation based on the percentage of change in the Implicit Price Deflator (IPD), as defined in RCW 84.55.005(1), published in the Bureau of Economic Analysis' September 2021 *Survey of Current Business* is 3.860%; and,

WHEREAS, under RCW 84.55.005(2)(c), the limit factor for a taxing district with a population of 10,000 or over is the lesser of 101% or 100% plus inflation; and,

WHEREAS, the Board of Benton County Commissioners has determined, that to provide adequate funding for the road projects expected in years 2022 and thereafter, there is a substantial need for the establishment of a limit factor of 101% for 2022 to ensure sustainable funding in future years and to levy necessary property taxes for 2022; and,

WHEREAS, the previous year County Road highest lawful levy was \$8,030,835.50; and,

WHEREAS, the previous year County Road levy base of \$6,980,063.00 which is the previous years actual levy of \$6,980,063.00 less administrative refund of \$0.00; **NOW THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners has determined that the property tax road levy shall not be decreased and that an increase in the levy base of the 2022 road property tax levy in the amount of \$69,801.00, is appropriate and authorized for the 2022 County Road levy, and that this is a percentage increase of 1.00% from the previous year; and,

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners has decided to bank the 0.00% to help ensure adequate funding is available in future years; and,

BE IT FURTHER RESOLVED, that the above described increase is exclusive of additional revenues resulting from the County administrative refund levies for 2022; and,

BE IT FURTHER RESOLVED, that the above described increase is exclusive of additional revenues resulting from new construction, improvements to property, newly constructed wind turbines, and any increase in the value of state assessed property, and any annexations that have occurred and refunds made; and,

BE IT FURTHER RESOLVED, the Clerk is hereby directed to certify a copy of this resolution and forward the same to the Benton County Assessor so that the levies set herein can be extended upon the assessment roll of the County in the manner and at the time set forth by law.

Dated this day of , 20

Chairman of the Board

Chairman Pro Tem

Member

Attest:
Clerk of the Board

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

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF CERTIFYING BUDGETED TAXES FOR COLLECTION IN THE YEAR 2022 FOR BENTON COUNTY

WHEREAS, the Board of Benton County Commissioners has properly given notice of the public hearing held November 16, 2021 to consider Benton County's 2022 property tax levy pursuant to RCW 36.40 et. seq. and RCW 84.55.120; **NOW THEREFORE**,

BE IT RESOLVED, pursuant to RCW 84.52.070, the Board of Benton County Commissioners hereby certifies the following estimated levy amounts for Benton County for 2022 collection as estimated in the County's budget, which will be adopted following a public hearing scheduled to be held on November 16, 2021:

Current Expense*	\$26,098,696.45
Including: Mental Health	\$ 640,619.11
Veteran's Assistance	\$ 288,278.60
County Road	\$ 7,282,120.00
Including: Diverted Road	\$ 664,574.95
Administrative Refunds:	
Current Expense	\$ 24,843.94
County Road	\$ 0
Veterans' Assistance	\$ 274.37
Mental Health	\$ 610.24

BE IT FURTHER RESOLVED, the actual levy amounts should be as requested and allowed by Resolutions _____ and _____.

*Note: The collections for Mental Health is to be collected at \$0.025/\$1,000 of assessed value and Veterans' Assistance is to be collected at \$0.01125/\$1,000 of assessed value.

Dated this day of, 20

Chairman of the Board

Chairman Pro Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF RE-ADOPTING THE FINAL 2021 - 2022 BENTON COUNTY BUDGETS

WHEREAS, on November 24, 2020 the Board of County Commissioners approved a biennial budget for the calendar year 2021 and 2022 via resolution 2020-900; and

WHEREAS, there are supplemental appropriations to the 2021-2022 Benton County budget; and

WHEREAS, the Board of County Commissioners approved various budget adjustment in the form of line item transfers, which reallocates appropriations within the same fund, to the 2021-2022 Benton County budget; and

WHEREAS, Benton County reduced wages & benefits for 21 positions in the Corrections Department beginning January 1, 2021. The appropriated Benton County budget in the amount of \$3,669,438 transferred from Current Expense, Department 120 Corrections, to Department 115 Non-Departmental at the execution of the 2021-2022 budget; and

WHEREAS, the County Road Administration Board (CRAB) requires a one year road program and budget adopted each year in order to be eligible for CRAB funding; and

WHEREAS, the one year road program was adopted on November 2, 2021; and

WHEREAS, after notice given pursuant to RCW 36.40 et. seq. the first public hearing for the purpose of re-adopting the 2021 - 2022 budgets was held on November 16, 2021 for the purpose of fixing the final budgets; **NOW THEREFORE**,

BE IT RESOLVED, the 2021 – 2022 Benton County budgets are herein re-adopted by the Board of Benton County Commissioners at the following levels:

- Agency Expenses: Transfers-out (0000's) – category level within each department.
- Salary (1000's) – category level within each department, and line item level within each department for overtime, temporary help, and holiday pay.
- Benefits (2000's) – category level within each department, and line item level within each department for uniform & accessories (2105) and uniform laundry (2106). Employee payroll benefits for social security, retirement, paid family medical leave, and medical insurance cannot be used for employee benefits such as uniforms & accessories (2105), and uniform laundry (2106) without Board approval.
- Supplies (3000's) – category level within each department.
- Services and pass-through payments (4000's) – category level within each department.
- Capital outlays (6000's) – category level within each department.
- Debt service principal and debt service interest and issuance costs (7000s and 8000s) - category level within each department.

- Interfund payments (9000's) – line item level within each department with the exception of the County Road Fund (0101101) which is at the object code level.

BE IT FURTHER RESOLVED, line item transfers from all categories, that are meant to create a new position, reclassify/regrade a position or increase an employees step beyond the normal annual increase, in Salary (1000's) and/or Benefits (2000's), are to be brought before the Board of Commissioners under scheduled business for review and approval; and

BE IT FURTHER RESOLVED, line item transfers from all categories within each department, to or from overtime, temporary help, and holiday pay will need Board approval; and

BE IT FURTHER RESOLVED, line item transfers between categories within each department, with the exception of transfers between Supplies (3000's) and Services (4000's), will need Board approval; and

BE IT FURTHER RESOLVED, line item transfers to an Interfund payment (9000's) line item from a Supplies (3000's) or Services (4000's) line item within each department will not need Board approval,

BE IT FURTHER RESOLVED, each department is required to account for expenditures and revenues within the prescribed BARS-assigned account numbers as detailed by each departmental budget; and

BE IT FURTHER RESOLVED per the detailed attachments to this resolution, the Benton County budgets for 2021 - 2022 are hereby re-adopted:

Total Current Expense Revenues	\$162,337,135
Total Current Expense Expenditures	\$179,641,444
To Balance	\$ 17,304,309
 Total Road Fund Revenues	 \$ 33,577,421
Total Road Fund Expenditures	\$ 37,839,862
To Balance	\$ 4,262,441
 Total Other Funds Revenues	 \$129,913,847
Total Other Funds Expenditures	\$202,783,359
To Balance	\$ 72,869,512
 Total Revenues	 \$325,828,403
Total Expenditures	\$420,264,665
To Balance	\$ 94,436,262

Dated this day of, 20

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
2021-2022 Current Expense Budget
Revenues, Expenditures and Fund Balance
October 26, 2020 @ 2pm

	2019/20 Adopted Budget	2021/22 Adjusted Baseline	Final Revision	2021/22 Final Budget
Estimated Beginning Fund Balance	\$8,385,000	\$9,490,000	\$ -	\$ 9,490,000
Revenues:				
Real and Personal Property Taxes	46,047,616	48,549,837	358,405	48,908,242
Administrative Refunds	97,428	-	49,946	49,946
Diverted Road Taxes	1,222,921	1,253,915	-	1,253,915
Retail Sales and Use Taxes	21,359,000	24,922,347	-	24,922,347
Retail Sales and Use Taxes-Criminal Justice	2,396,000	2,497,153	-	2,497,153
Other Taxes	426,500	429,000	-	429,000
Licenses and Permits	192,030	208,156	-	208,156
Intergovernmental Revenues	10,311,828	12,302,087	-	12,302,087
Charges for Services	36,226,273	40,152,645	(344,970)	39,807,675
Fines and Forfeitures	5,304,460	4,511,231	-	4,511,231
Miscellaneous Revenues	3,937,622	4,488,580	-	4,488,580
Other Financing Sources	2,105,997	2,053,843	855,757	2,909,600
Total Revenues	129,627,675	141,368,794	919,138	142,287,932
Expenditures:				
Assessor	4,963,717	5,242,690	40,000	5,282,690
Auditor	3,992,072	4,527,338	(280,909)	4,246,429
Board of Equalization	80,164	77,795	7,762	85,557
Civil Service	121,537	74,093	-	74,093
Clerk	4,962,038	5,313,853	-	5,313,853
Commissioners	2,885,633	3,112,501	-	3,112,501
Co-Operative Extension	617,748	635,540	7,816	643,356
Coroner	847,265	888,475	31,334	919,809
Facilities	5,421,751	6,028,958	475,389	6,504,347
District Court	7,617,579	9,106,141	47,664	9,153,805
LEOFF	435,000	435,000	-	435,000
Non-Departmental	11,624,260	12,734,357	(2,164,840)	10,569,517
Planning	1,812,035	2,558,336	(52)	2,558,284
Prosecuting Attorney	10,803,753	11,942,129	11,904	11,954,033
Sheriff-Administration	2,511,549	2,376,634	(321,015)	2,055,619
Sheriff-C & R	1,853,058	1,903,217	(413,212)	1,490,005
Corrections	36,114,339	40,946,310	(651,784)	40,294,526
Sheriff-Patrol	14,933,533	16,937,050	(589,492)	16,347,558
Superior Court	5,715,915	6,415,988	4,064	6,420,052
Treasurer	2,616,129	2,904,902	6,100	2,911,002
Sheriff-Traffic Control	1,222,921	1,253,915	-	1,253,915
Parks	482,438	487,895	-	487,895
Human Resources	747,845	904,581	4,290	908,871
TB Hospital	140,850	148,000	-	148,000
GIS	661,611	540,193	135,000	675,193
Office of Public Defense	6,673,712	7,390,816	-	7,390,816
Animal Control	464,206	515,807	34,964	550,771
Adult & Juvenile Drug Court	249,868	506,044	-	506,044
Total Expenditures	130,572,526	145,908,558	(3,615,017)	142,293,541
Net Increase/(Decrease) to Fund Balance	(944,851)	(4,539,764)	4,534,155	(5,609)
Estimated Ending Fund Balance	\$7,440,149	\$4,950,236	\$ 4,534,155	\$ 9,484,391

BENTON COUNTY, WASHINGTON

Consolidated Budget -

For Years January 1, 2021 through December 31, 2022

Monday, October 26, 2020

Fund	Fund Number	Estimated			Transfer	Total			Transfer	Estimated	
		Beginning	Taxes	Revenues	from Active	Funds	Expenditures	Funds	to Active	Ending	
		Cash 01/01/2021			Funds	Available			Funds	Cash 12/31/2022	
Current Expense	0000-101	\$ 9,490,000	\$ 50,212,103	\$ 89,245,829	\$ 2,830,000	\$ 151,777,932	\$ 136,894,119	\$ 5,399,422	\$ 9,484,391		
County Road	0101-101	6,000,000	12,551,662	14,707,590	6,318,169	39,577,421	37,839,862			1,737,559	
CRIMP	0101-102	3,131,169		1,281,000	-	4,412,169	-	4,331,169		81,000	
Flood Control	0103-101	700	-	2,040	-	2,740	-	2,000		740	
Veterans' Assistance	0104-101	860,000	542,341	22,000	-	1,424,341	610,440	-		813,901	
Auditor's O&M	0106-101	208,416	-	345,000	-	553,416	262,596	-		290,820	
Benton County Human Services	0107-101	1,980,000	1,199,868	-	-	3,179,868	952,504	-		2,227,364	
Human Services	0108-101	4,557,000	-	6,361,031	-	10,918,031	10,888,031	-		30,000	
Treasurer's Investment Pool	0109-101	500,000	-	211,700	-	711,700	295,132	-		416,568	
Park Development	0110-102	443,500	-	60,000	-	503,500	450,000	-		53,500	
Election Reserve	0111-101	412,699	-	2,395,000	620,000	3,427,699	3,418,028	-		9,671	
Treasurer's O&M	0112-101	350,000	-	458,250	-	808,250	361,101	-		447,149	
Paths & Trails Reserve	0114-101	80,000	-	48,500	-	128,500	300	125,000		3,200	
Juvenile Center	0115-101	2,800,000	-	7,509,135	7,665,593	17,974,728	15,967,470	-		2,007,258	
Inmate Benevolence	0116-101	1,800,000	-	1,146,283	-	2,946,283	1,336,642	-		1,609,641	
Crime Victim Compensation	0120-101	434,355	-	744,384	-	1,178,739	505,761	-		672,978	
Fairgrounds O&M	0124-101	228,000	-	648,000	500,000	1,376,000	1,375,930	-		70	
Sheriff Investigative	0126-101	303,528	-	45,294	-	348,822	303,528	-		45,294	
Boating Safety & Patrol	0127-101	183,499	-	143,634	-	327,133	180,628	-		146,505	
Treasurer's Service Fund	0128-101	6,600	-	2,000	-	8,600	3,705	-		4,895	
REET Technology	0129-101	400,000	-	72,000	-	472,000	-	-		472,000	
1/4% Real Estate Excise Tax	0130-101	3,100,000	-	1,200,000	-	4,300,000	2,005,000	319,848		1,975,152	
Probation Assessment	0131-101	-	-	-	-	-	-	-		-	
Central Services Replacement	0132-101	3,250,000	-	1,358,093	-	4,608,093	2,258,093	510,408		1,839,592	
1/10% CJ Jail-Juvenile	0133-101	14,200,000	-	10,100,000	-	24,300,000	3,855,500	6,790,000		13,654,500	
Noxious Weed	0134-101	-	-	-	-	-	-	-		-	
Sustainable Development	0135-101	625,000	-	1,068,552	-	1,693,552	1,482,754	-		210,798	
Courthouse Facilitator	0136-101	110,000	-	74,500	-	184,500	69,500	-		115,000	
Family Services	0138-101	29,450	-	65,000	-	94,450	81,714	-		12,736	
Family Services Superior Court	0140-101	7,300	-	33,000	-	40,300	-	40,000		300	
Sheriff Equipment Purchase &	0141-101	254,849	-	446,460	-	701,309	446,461	-		254,848	
Jail Depreciation Reserve	0142-101	1,525,000	-	10,000	536,600	2,071,600	1,821,600	-		250,000	
Distressed County Tax Credit	0143-101	-	-	-	-	-	-	-		-	
Rural County Capital Fund	0144-101	17,814,737	-	9,225,600	-	27,040,337	23,614,935	3,425,402		-	

BENTON COUNTY, WASHINGTON

Consolidated Budget

For Years January 1, 2021 through December 31, 2022

Monday, October 26, 2020

Fund	Fund Number	Estimated Beginning Cash 01/01/2021	Taxes	Revenues	Transfer from Active Funds	Total Funds Available	Expenditures	Transfer to Active Funds	Estimated Ending Cash 12/31/2022
Clerk's Collection	0146-101	\$ 716,000		\$ 217,000	\$ -	\$ 933,000	\$ 811,356	-	\$ 121,644
Public Safety Tax	0148-101	18,500,000		17,047,900		35,547,900	26,019,043	-	9,528,857
Protective Inspection Services	0149-101	1,325,052	-	1,673,318	67,229	3,065,599	1,933,997	-	1,131,602
Pest Board	0150-101	101,614	-	207,024	-	308,638	308,638	-	0
Work Crew Replacement	0151-101	300,000	-	24,025	-	324,025	50,000	-	274,025
State Housing Income	0152-101	949,156	-	533,000	-	1,482,156	1,181,600	-	300,556
VIT Impact	0153-101	-	-	-	-	-	-	-	-
Homeless Housing	0154-101	1,750,000	-	3,060,000	-	4,810,000	3,985,500	-	824,500
Solid Waste Collection	0155-101	1,000,000	-	1,093,163	-	2,093,163	1,867,288	-	225,875
Trial Court Improvement	0156-101	1,032,000	-	285,000	-	1,317,000	860,784	-	456,216
Historical Preservation	0157-101	158,000	-	87,000	-	245,000	130,000	-	115,000
Domestic Violence Assessment	0158-101	5,170	-	3,000	-	8,170	6,900	-	1,270
Affordable Housing & Supportive	0159-101	50,000	-	1,300,000	-	1,350,000	650,000	-	700,000
CRID #11 & #12	0270-201	20,000	-	21,000	-	41,000	-	-	41,000
CRID #15	0271-201	30,000	-	52,000	-	82,000	-	-	82,000
CRID #16	0272-201	10,000	-	10,700	-	20,700	-	-	20,700
CRID #21 Construction	0273-201	100,000	-	108,400	-	208,400	140,564	-	67,836
Health Building Bond	0298-201	21,000	-	632,400	319,848	973,248	952,248	-	21,000
Justice Center Bond	0299-201	134,500	-	-	-	134,500	-	-	134,500
Detox Center Construction	0303-401	-	-	-	-	-	-	-	-
Capital Projects	0305-101	23,500,000	-	95,500	2,085,810	25,681,310	25,181,310	-	500,000
CRID #21 Construction	0373-401	-	-	-	-	-	-	-	-
Equipment Rental & Revolving	0501-101	3,800,000	-	6,413,864	-	10,213,864	9,209,477	-	1,004,387
Central Services	0502-101	1,800,000	-	7,901,210	-	9,701,210	8,074,814	-	1,626,396
Workmen's Compensation	0503-101	2,500,000	-	2,870,581	-	5,370,581	3,777,286	-	1,593,295
Insurance Management	0504-101	2,500,000	-	5,096,149	-	7,596,149	6,605,087	-	991,062
Accumulated Leave	0505-101	1,300,000	-	1,486,286	-	2,786,286	1,486,286	-	1,300,000
GRAND TOTALS		\$136,688,294	\$64,505,974	\$199,248,395	\$20,943,249	\$421,385,912	\$340,513,513	\$20,943,249	\$59,929,150

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RESOLUTION 2021 317

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUDGETS RE: BUDGET ADJUSTMENT TO THE 2021-2022 HUMAN SERVICES FUND NO. 0108-101, BUDGET IN THE AMOUNT OF \$20,946,582

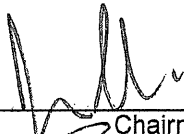
WHEREAS, the Finance Manager has requested a budget adjustment to the Human Services Budget, Fund No. 0108-101, in the amount of \$20,946,582 for expenditures associated with 4 Grants received due to COVID-19; and

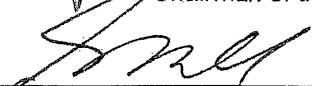
WHEREAS, a public hearing was held on Tuesday April 13, 2021, at 9:00am at which time the public was given an opportunity to speak in favor or in opposition to the proposed adjustments; and

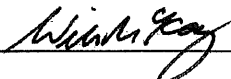
WHEREAS, the Board finds said adjustment to be in the best interest of the citizens of Benton County; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, that the budget adjustment to the 2021-2022 Human Services Budget, Fund No. 0108-101, in the amount of \$20,946,582 be approved per the attached request.

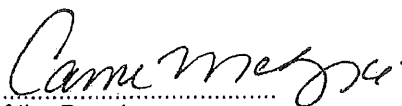
Dated this 13 day of April, 2021.


Chairman of the Board


Member


Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

TRANSMITTAL

REQUEST FOR BUDGET ADJUSTMENT

Fund Name: **Human Services**Fund Number: **0108101**Dept Name: **Welfare Services**Dept Number: **551****Request Summary****Expenditure**

BARS Number	Item Name	Additional Amount	Revised Budget
565.120.4155	Contract Services	2,150,000	2,650,000
565.120.4509	Rentals	9,886,068	10,882,568
565.120.4701	Utilities	1,176,842	1,196,842
565.150.4155	Contract Services	1,000,000	1,315,000
565.150.4509	Rentals	4,545,953	4,770,953
565.150.4701	Utilities	616,217	641,217
565.160.4155	Contract Services	796,502	796,502
565.160.4509	Rentals	775,000	775,000
Total Adjustment		\$20,946,582	

Revenue

BARS Number	Item Name	Amount
333.21.0001	T-Rap from Commerce	11,768,419
334.04.2015	WA Dept of Commerce	1,444,491
334.04.2018	Shelter Grant Program	1,571,502
331.21.0001	T-Rap Advance	6,162,170
Total Revenue		\$20,946,582

Basis for Budget Adjustment (Attach Documentation as Appropriate):

- * Benton County was awarded \$11,768,419 from Washington State Commerce which came from the US Treasury for rent, utilities and By & For Agencies (C-TRAP) due to the Coronavirus Disease (COVID-19).
- * Benton County was awarded an additional \$1,444,491 in Eviction Rent Assistance Program (ERAP) due to the Coronavirus Disease 2019 (COVID-19).
- * Benton County was awarded \$1,571,502 from Washington State Commerce to help develop & expand shelter programs and bring unsheltered people inside with the goal of exiting participants to permanent and positive outcomes.
- * Benton County was awarded \$6,162,170 from the US Treasury on January 21, 2021 for rent and utilities (TRAP) due to the Coronavirus Disease 2019 (COVID-19). All four grants required a supplemental for they were not included in the 2021-2022 budget process.

Commissioners

CHAIRMAN

COMMISSIONER

COMMISSIONER

- ☒ Approved for Hearing
☐ Denied

Review Notes:

RESOLUTION 2021 318

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUDGETS RE: BUDGET ADJUSTMENT TO THE 2021-2022 CURRENT EXPENSE FUND NO. 0000-101, DEPARTMENT 139, BUDGET IN THE AMOUNT OF \$20,000,000

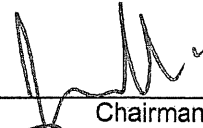
WHEREAS, the Finance Manager has requested a budget adjustment to the Current Expense Budget, Fund No. 0000-101, Department No. 139 in the amount of \$20,000,000 for expenditures associated with the American Rescue Plan (ARP) funds awarded due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); and

WHEREAS, a public hearing was held on Tuesday April 13, 2021, at 9:00am at which time the public was given an opportunity to speak in favor or in opposition to the proposed adjustments; and

WHEREAS, the Board finds said adjustment to be in the best interest of the citizens of Benton County; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, that the budget adjustment to the 2021-2022 Current Expense Budget, Fund No. 0000-101, Department No. 139, in the amount of \$20,000,000 be approved per the attached request.

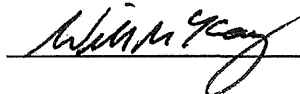
Dated this 13 day of April, 2021.



Chairman of the Board



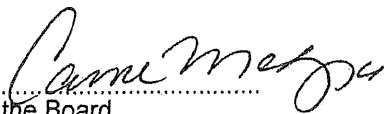
Member



Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board



Commissioners' Date Stamp:

TRANSMITTAL

REQUEST FOR BUDGET ADJUSTMENT

Fund Name: **Current Expense**

Fund Number: **0000101**

Dept Name: **CARES / CRRSAA**

Dept Number: **139**

Request Summary

Expenditure

BARS Number	Item Name	Additional Amount	Revised Budget
513.100.4103	Professional Services	20,000,000	20,000,000
Total Adjustment		\$20,000,000	

Revenue

BARS Number	Item Name	Amount
333.00.0000	Federal Grant CRRSAA	20,000,000
Total Revenue		\$20,000,000

Basis for Budget Adjustment (Attach Documentation as Appropriate):

Benton County was awarded funds in the Coronavirus Response & Supplemental Appropriations Act (CRRSAA) due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19). A Supplement is necessary as the award was not included in the 2021-2022 budget process.

Commissioners

CHAIRMAN

COMMISSIONER

COMMISSIONER

☒ Approved for Hearing

☐ Denied

Review Notes:

RESOLUTION 2021 319

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUDGETS RE: BUDGET ADJUSTMENT TO THE 2021-2022 REET TECHNOLOGY FUND NO. 0129-101, BUDGET IN THE AMOUNT OF \$300,000

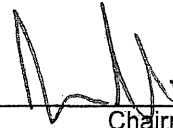
WHEREAS, the Finance Manager has requested a budget adjustment to the REET Technology Budget, Fund No. 0129-101, in the amount of \$300,000; and

WHEREAS, a public hearing was held on Tuesday April 13, 2021, at 9:00am at which time the public was given an opportunity to speak in favor or in opposition to the proposed adjustments; and

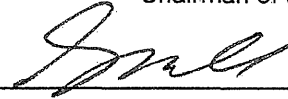
WHEREAS, the Board finds said adjustment to be in the best interest of the citizens of Benton County; NOW THEREFORE

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, that the budget adjustment to the 2021-2022 REET Technology Budget, Fund No. 0129-101, in the amount of \$300,000 be approved per the attached request.

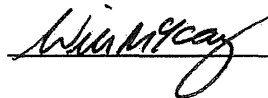
Dated this 13 day of April, 2021.



Chairman of the Board



Member

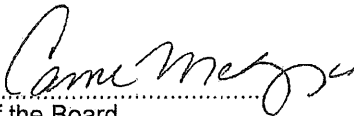


Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....

Clerk of the Board



Commissioners' Date Stamp:

TRANSMITTAL

REQUEST FOR BUDGET ADJUSTMENT

Fund Name: **REET Technology**

Fund Number: **0129101**

Dept Name:

Dept Number:

Request Summary

Expenditure		Additional	Revised
BARS Number	Item Name	Amount	Budget
594.140.6430	Capital Software	300,000	300,000
Total Adjustment		\$300,000	

Revenue

BARS Number	Item Name	Amount
291.74.0001	Fund Balance	300,000
Total Revenue		\$300,000

Basis for Budget Adjustment (Attach Documentation as Appropriate):

1. The Spatialest, \$60,000 request, is an enhancement for the software that the Assessor's office is using to provide taxpayers with information about parcels.
2. The Harris Govern Online, a \$60,000 request, is an enhancement of the software that both the Assessor and the Treasurer offices are using in conjunction with the assessment and tax information and collection.
3. QLUE, \$100,000 request, is Co-development and software maintenance for the Assessor's office to enhance internal processes to create more efficiency
4. ESRI, \$5,000 request is Capital software. The Assessor's office will be moving from Auto CAD to Esri (arc-gis) to streamline the process of segregations, boundary line adjustments and other cadastral functions.

Commissioners

CHAIRMAN

COMMISSIONER

COMMISSIONER

☒ Approved for Hearing

☐ Denied

Review Notes:

RESOLUTION 2021 320

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUDGETS RE: BUDGET ADJUSTMENT TO THE 2021-2022 PROTECTIVE INSPECTION FUND NO. 0149-101, BUDGET IN THE AMOUNT OF \$213,418

WHEREAS, the Finance Manager has requested a budget adjustment to the Protective Inspection Fund Budget, Fund No. 0149-101, in the amount of \$213,418; and

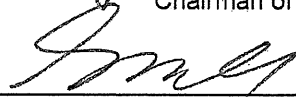
WHEREAS, a public hearing was held on Tuesday April 13, 2021, at 9:00am at which time the public was given an opportunity to speak in favor or in opposition to the proposed adjustments; and

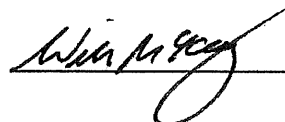
WHEREAS, the Board finds said adjustment to be in the best interest of the citizens of Benton County; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, that the budget adjustment to the 2021-2022 Protective Inspection Fund Budget, Fund No. 0149-101, in the amount of \$213,418 be approved per the attached request.

Dated this 13 day of April, 2021.


Chairman of the Board


Member


Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

TRANSMITTAL

REQUEST FOR BUDGET ADJUSTMENT

Fund Name: **Protective Inspection Services**Fund Number: **0149101**

Dept Name:

Dept Number: **000****Request Summary**

Expenditure		Additional	Revised
BARS Number	Item Name	Amount	Budget
524.200.1200	Building Inspector I	76,080	88,080
524.200.2102	Social Security (FICA)	5,820	82,727
524.200.2103	Medical Insurance	27,262	262,008
524.200.2104	Retirement	9,784	138,822
524.200.2119	Paid Family Leaves Act	112	1,600
524.200.3101	Supplies	1,500	9,000
524.200.3201	Fuel	6,000	33,000
524.200.3501	Minor Equipment and Small Tools	400	1,400
524.200.3508	Computer Replacement	8,000	8,000
524.200.4103	Professional Services	35,000	119,817
524.200.4202	Telephone	1,200	5,200
524.200.4301	Travel	1,500	8,000
524.200.4905	Training	2,000	8,300
594.240.9503	E R & R Rental Assessment	7,760	52,192
524.200.9802	E R & R Vehicle Maintenance	1,000	11,000
594.240.6401	Capital Outlay	30,000	30,000
Total Adjustment		\$213,418	

Revenue

BARS Number	Item Name	Amount
291.74.0001	Beginning Fund Balance	78,418
322.10.0001	Building Permits	135,000
Total Revenue		\$213,418

Basis for Budget Adjustment (Attach Documentation as Appropriate):

Benton County evaluated and increased building permit fees on March 16, 2021. The increase in building permit fees will bring in an additional \$135,000 in revenue to fund number 0149101. In accordance with Protective Inspection Services Fund Balance Policy adopted on March 16, 2021, the department requests to move \$78,418 from the Beginning Fund Balance to cover the cost of hiring a new Building Inspector I, which was approved by the Board on March 16, 2021, purchasing an additional vehicle, and other costs associated with the new employee, as well as training opportunities for the inspectors.

Commissioners

CHAIRMAN

COMMISSIONER

COMMISSIONER

☒ Approved for Hearing☐ Denied

Review Notes: _____

RESOLUTION 2021 321

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUDGETS RE: BUDGET ADJUSTMENT TO THE 2021-2022 CURRENT EXPENSE FUND NO. 0000-101, DEPARTMENT 111, BUDGET IN THE AMOUNT OF \$49,203

WHEREAS, the Finance Manager has requested a budget adjustment to the Current Expense Budget, Fund No. 0000-101, Department No. 111 in the amount of \$49,203 for expenditures associated with the Washington Administrative Office of the Courts Coronavirus Aid, Relief, and Economic Security Act (CARES) Award; and

WHEREAS, a public hearing was held on Tuesday April 13, 2021, at 9:00am at which time the public was given an opportunity to speak in favor or in opposition to the proposed adjustments; and

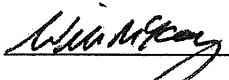
WHEREAS, the Board finds said adjustment to be in the best interest of the citizens of Benton County; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, that the budget adjustment to the 2021-2022 Current Expense Budget, Fund No. 0000-101, Department No. 111, in the amount of \$49,203 be approved per the attached request.

Dated this 13 day of April, 2021.


Chairman of the Board


Member


Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Commissioners' Date Stamp:

TRANSMITTAL

REQUEST FOR BUDGET ADJUSTMENT

Fund Name:	Current Expense	Fund Number:	0000101
Dept Name:	District Court	Dept Number:	111

Request Summary

Expenditure		Additional	Revised
BARS Number	Item Name	Amount	Budget
512.400.4103	Professional Services	49,203	268,603
Total Adjustment		\$49,203	

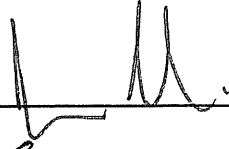
Revenue

BARS Number	Item Name	Amount
333.21.0193	AOC Cares Funding	49,203
Total Revenue		\$49,203

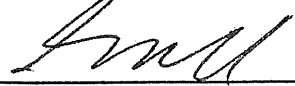
Basis for Budget Adjustment (Attach Documentation as Appropriate):

District Court applied and was awarded \$49,203 from the Washington Administrative Office of the Courts Coronavirus Aid, Relief, and Economic Security Act (CARES) for use on Security / Bailiff Services.

Commissioners



CHAIRMAN



COMMISSIONER



COMMISSIONER

☒ Approved for Hearing
☐ Denied

Review Notes: _____

RESOLUTION 2021 322

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUDGETS RE: BUDGET ADJUSTMENT TO THE 2021-2022 CURRENT EXPENSE FUND NO. 0000-101, DEPARTMENT 115, BUDGET IN THE AMOUNT OF \$6,215,000

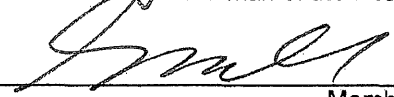
WHEREAS, the Finance Manager has requested a budget adjustment to the Current Expense Budget, Fund No. 0000-101, Department No. 115 in the amount of \$6,215,000 as allowed by the Budget Policy, Resolution 2019-753; and

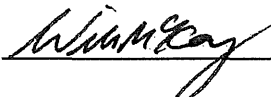
WHEREAS, a public hearing was held on Tuesday April 13, 2021, at 9:00am at which time the public was given an opportunity to speak in favor or in opposition to the proposed adjustments; and

WHEREAS, the Board finds said adjustment to be in the best interest of the citizens of Benton County; **NOW THEREFORE**

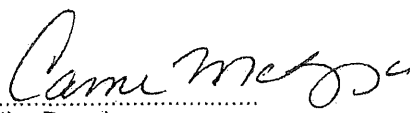
BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, that the budget adjustment to the 2021-2022 Current Expense Budget, Fund No. 0000-101, Department No. 115, in the amount of \$6,215,000 be approved per the attached request.

Dated this 13 day of April, 2021.


Chairman of the Board

Member


Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Commissioners' Date Stamp:

TRANSMITTAL

REQUEST FOR BUDGET ADJUSTMENT

Fund Name: **Current Expense**Fund Number: **0000-101**Dept Name: **Non-Departmental**Dept Number: **115****Request Summary****Expenditure**

BARS Number	Item Name	Additional Amount	Revised Budget
597.100.0017	Capital Projects Fund	6,215,000	6,215,000
Total Adjustment		\$6,215,000	

Revenue

BARS Number	Item Name	Amount
291.74.0001	Fund Balance	6,215,000
Total Revenue		\$6,215,000

Basis for Budget Adjustment (Attach Documentation as Appropriate):

Per the Budget Policies and Procedures (Res 2019-753), any cash carry forward that would bring the Current Expense Fund 0000-101 in excess of 13% of the 2021-2022 year's operating budget (in the case of a biennium budget only one year) may be transferred. The transfer into the Capital Projects Fund is to fund ongoing and upcoming projects that are happening around the County.

Commissioners

CHAIRMAN

COMMISSIONER

COMMISSIONER

☒ Approved for Hearing☐ Denied

Review Notes:

RESOLUTION

2021 701

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUDGETS RE: BUDGET ADJUSTMENT TO THE 2021-2022 CURRENT EXPENSE FUND NO. 0000-101, DEPARTMENT 115, BUDGET IN THE AMOUNT OF \$11,083,700

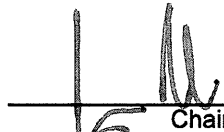
WHEREAS, the Finance Manager has requested a budget adjustment to the Current Expense Budget, Fund No. 0000-101, Department No. 115 in the amount of \$11,083,700 as allowed by the Budget Policy, Resolution 2019-753; and

WHEREAS, a public hearing was held on Tuesday September 21, 2021, at 9:00am at which time the public was given an opportunity to speak in favor or in opposition to the proposed adjustments; and

WHEREAS, the Board finds said adjustment to be in the best interest of the citizens of Benton County; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, that the budget adjustment to the 2021-2022 Current Expense Budget, Fund No. 0000-101, Department No. 115, in the amount of \$11,083,700 be approved per the attached request.

Dated this 21 day of Sept., 2021.

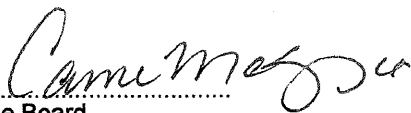

Chairman of the Board


Member


Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board



Orig Commissioners
cc: Auditor ,

Prepared by L.Ivey

TRANSMITTAL

REQUEST FOR BUDGET ADJUSTMENT

Fund Name: **Current Expense**
 Dept Name: **Non-Departmental**

Fund Number: **0000-101**
 Dept Number: **115**

Request Summary

Expenditure

BARS Number	Item Name	Additional Amount	Revised Budget
597.100.0017	Capital Projects Fund	10,098,700	16,313,700
597.100.0002	Sustainable Development	130,000	130,000
597.100.0006	Park Development	115,000	115,000
597.100.0019	Fairgrounds Operations	300,000	800,000
597.100.0009	Election Reserve	440,000	1,060,000
Total Adjustment		\$11,083,700	

Revenue

BARS Number	Item Name	Amount
291.74.0001	Fund Balance	11,083,700
Total Revenue		\$11,083,700

Basis for Budget Adjustment (Attach Documentation as Appropriate):

Per the Budget Policies and Procedures (Res 2019-753), any cash carry forward that would bring the Current Expense Fund, 0000-101, in excess of 13% of the 2021-2022 year's operating budget (in the case of a biennium budget only one year) may be transferred. Additionally, per the Budget Policies, in the Election Reserve Fund, 0111-101, to meet operations needs a minimum fund balance of \$500,000 should be maintained, and at any time during the year, an operating transfer may be approved by the Board of County Commissioners.

Commissioners

CHAIRMAN

COMMISSIONER

COMMISSIONER

☒ Approved for Hearing
☐ Denied

Review Notes:

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	November 16, 2021
Subject:	2022 Historic Preservation Grant Overview & Committee Funding Recommendations
Presenter:	Shyanne Palmus, Communications Coordinator
Prepared By:	Shyanne Palmus, Communications Coordinator
Reviewed By:	Adam Fyall, Sustainable Development Manager
PA Review, Approval to Form:	☐ Yes ☐ No ☒ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
☐ Consent Agenda ☐ Public Hearing ☒ Scheduled Business	☐ Discussion Only ☒ Decision / Direction ☐ Sign Letter / Document ☐ Pass Motion ☒ Pass Resolution ☐ Pass Ordinance ☐ Execute Contract

Summary / Background Information

The 2021 Historic Preservation Grant RFP was open September 7 – October 8, 2021 and received ten (10) applications for project funding, totaling \$85,384.95. The available yearly budget for the Historic Preservation Grant is \$50,000, with a total available budget balance of \$81,973.60.

Detailed information for each request is provided in the attached PowerPoint presentation. Staff recommends approval of the projects as outlined in said document, for a total amount of \$55,505.95.

[RCW 36.22.170](#) states that one dollar (\$1) of the recording fee is placed in the Benton County Historical Preservation Fund 0157-101, to be used at the County Commissioners' discretion for promotion of historical preservation and/or programs in the County. Each year, the County calls upon a review committee to determine recommended project funding for Board of Commissioners' approval.

This year, staff is also requesting authorization for the County Administrator to approve the grant disbursement agreements in order to streamline disbursement of grant funds to the recipients.

Fiscal Impact

\$55,505.95 from Historical Preservation Fund 0157-101

Recommendation

Staff recommends approval of the resolution and projects as presented.

Suggested Motion

I move to approve the 2022 Historic Preservation Grant allocations as presented, and hereby authorize the County Administrator to sign the grant disbursement agreements.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE COUNTY ADMINISTRATOR TO APPROVE DISBURSEMENT FROM THE HISTORICAL PRESERVATION FUND (0157-101) FOR THE 2022 HISTORIC PRESERVATION GRANT AWARDEES

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

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

BE IT RESOLVED, that the Board of Benton County Commissioners hereby agrees with the Committee's recommendation, and approves funding of the 2022 Benton County Historic Preservation Grant awards as presented, in a total amount not to exceed \$55,505.95; and

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

BE IT FURTHER RESOLVED, that the Board of Benton County Commissioners hereby authorizes the County Administrator to sign the 2022 Benton County Historic Preservation Grant Program disbursement agreements for historic preservation projects and programs.

Dated this 16th day of November, 2021.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest
Clerk of the Board

Cc: Auditor; PA – Contract Compliance; Sustainable Development

S Palmus



2022 Historic Preservation Grant

Application Overview & Committee Funding Recommendations | November 16, 2021

Overview of Applications

ORGANIZATION	PROJECT	REQUEST	AWARD
Benton County Museum	Display Room	\$ 4,700.00	\$ 4,700.00
Benton City Revitalization Organization	Benton City History Kiosks	7,834.00	7,834.00
Benton City Revitalization Organization	Benton City Bridge Signage Restoration	21,384.00	-
East Benton County Historical Society	Remote Museum Access	10,250.00	10,250.00
Evergreen Cemetery	Benton City Cemetery Preservation	3,250.00	1,500.00
Kennewick Historic Preservation Commission	Survey of E Kennewick Homes	15,000.00	12,900.00
Kennewick Professional Firefighters Local 1296	Antique Apparatus Restoration	9,500.00	6,500.00
Kiona-Benton Historical Society	Film History of Kiona-Benton Area	8,000.00	8,000.00
REACH Museum	Outdoor Exhibit & Learning Area	4,145.00	2,500.00
White Bluffs Quilt Museum	Shelving	1,721.95	1,721.95
TOTAL		\$ 85,384.95	\$ 55,505.95

Available Fund Balance: \$ 81,973.60

Benton County Museum & Historical Society

Display Room: County Municipal School History

Reorganize front portion of Edgar Whitehead Wing as new display area, featuring a wagon, vintage photos, artifacts, and information about the County Courthouse and local schools.

Description	Request	Award
Floor covering and installation	\$ 1,750.00	\$ 1,750.00
Wall covering and installation	1,200.00	1,200.00
Historic photo enlargements	750.00	750.00
Folding panel room divider	1,000.00	1,000.00
TOTAL	\$ 4,700.00	\$ 4,700.00

Benton City Revitalization Organization

Benton City Historical Kiosks

Install multiple historical kiosks around Benton City to preserve, promote, and expand knowledge of the history of Benton City and Benton County. Continues to utilize QR codes and build out the website to include expanded information and references.

Description	Request	Award
Wall display and angle frame mounts	\$2,436.00	\$2,436.00
High-pressure laminate for mount in frame	2,400.00	2,400.00
Design layout	1,400.00	1,400.00
Shipping	300.00	300.00
Installation	200.00	200.00
Website expansion/design	500.00	500.00
Sales tax	598.00	598.00
TOTAL	\$7,834.00	\$7,834.00

Benton City Revitalization Organization

Bridge Entry Welcome Signage Restoration

Spring 2021 BCRO raised private funds and donations to successfully repaint the bridge up to the handrails. Current project request will cover re-painting from the handrails up to the upper girders and restoring the bridge welcome signage.

Description	Request	Award
Welcome signs and installation	\$ 3,300.00	\$ 0.00
Paint for handrails and upper girders	2,000.00	0.00
Boom truck rental	3,500.00	0.00
Professional painters	4,344.00	0.00
Special insurance (required by DOT)	5,000.00	0.00
Flaggers for SR-225 traffic mgmt.	3,240.00	0.00
TOTAL	\$ 21,384.00	\$ 0.00

East Benton County Historical Society

Remote Museum Access

Series of videos created by PS Media, detailing exhibits in the museum, to appear on social media and website to increase remote access to museum exhibits for the public.

Description	Request	Award
PS Media full-service ad/marketing	\$ 10,250.00	\$ 10,250.00
TOTAL	\$ 10,250.00	\$ 10,250.00

Evergreen Cemetery

Benton City Cemetery Preservation

Improve the existing maintenance building (for equipment and supplies), irrigation, and improve cemetery signage (rules and regulations, cemetery information, grave information)

Description	Request	Award
Shop building improvements	\$ 1,500.00	\$ 0.00
Irrigation improvements	1,000.00	0.00
Signage improvements	750.00	1,500.00
TOTAL	\$ 3,250.00	\$ 1,500.00

Kennewick Historic Preservation Commission

Survey of East Kennewick Homes

Continuation of 2019 survey project of East Kennewick Homes (40 homes). Within Washington St, E 1st Ave, S Gum St, and E 3rd Ave.

Description	Request	Award
Project kick-off and background review	\$ 2,700.00	\$ 2,700.00
Reconnaissance-level survey of homes	10,200.00	10,200.00
Public education (webinar/media)	2,100.00	0.00
TOTAL	\$15,000.00	\$12,900.00

Kennewick Professional Firefighters Local 1296

Antique Apparatus Restoration

Restoration of two trucks: Old #2 – 1935 Ford Seagrave hose truck (acquired 2019) and Old #1 - 1922 American LaFrance (KFD first motorized fire truck).

Old #1 has been previously restored but requires additional machine/motor/wiring/electrical improvements, Old #2 is a new, full restoration project.

Description	Request	Award
Machine work for 1922 ALF engine	\$2,000.00	\$2,000.00
Trailer to bring fire engine to events	3,000.00	0.00
Remove, rebuild pump on 1935 Seagrave	1,500.00	1,500.00
Gold leaf striping on 1935 Seagrave	500.00	500.00
Update wiring and electrical	500.00	500.00
Period-correct equipment and gear	2,000.00	2,000.00
TOTAL	\$9,500.00	\$6,500.00

Kiona-Benton Historical Society

Film History of Benton City

Film history of Benton City,
focusing on the railroad, early
settlers, pioneers, etc.

Description	Request	Award
Professional film assembly and editing	\$ 8,000.00	\$ 8,000.00
TOTAL	\$ 8,000.00	\$ 8,000.00

REACH Museum

Outdoor Exhibit & Learning Area Enhancement

Installation of interpretive signage and landscaping to 12,100 sq-ft area of the museum to turn an underutilized space into a teaching area.

Description	Request	Award
Outdoor signage (10 total)	\$2,500.00	\$2,500.00
Pathway weed barrier	120.00	0.00
PVC pipe	175.00	0.00
REACH labor (80 hr) – trail construction	700.00	0.00
REACH labor (40 hr) – planting	500.00	0.00
Weed control, mulch, fertilizer (1 yr supply)	150.00	0.00
TOTAL	\$4,145.00	\$2,500.00

White Bluffs Quilt Museum

Shelving

Installation of wall-mounted, adjustable metal shelving to double current capacity and utilize space more efficiently.

Description	Request	Award
Shelving for textile collection	\$ 1,321.00	\$ 1,321.00
Intallation of	400.00	400.00
TOTAL	\$ 1,721.95	\$ 1,721.95