

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

Board of County Commissioners

Jerrod MacPherson
County Administrator

Matt Rasmussen
Deputy County Administrator



To view items in detail,
click highlighted areas.

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

Live-Broadcast @ link below:

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

AGENDA
BOARD OF BENTON COUNTY COMMISSIONERS
Regular Board Meeting
Tuesday, April 26, 2022, 9:00 a.m.
Benton County Courthouse, Prosser, WA

9:00 AM

Call to Order

Pledge of Allegiance

Approval of Minutes

❖ **April 19, 2022**

Review Agenda

Consent Agenda

Auditor

a. Line Item Transfer, Fund No. 0000-101, Dept. 102 for Office Assistant IV Positions

Board of Equalization

b. Re-Appointment of John Deichman to the Board of Equalization

Commissioners

c. Memorandum of Understanding w/Washington Municipalities for Distribution of Funds From the Opioid Distribution Settlement

d. Recognizing April 30, 2022 as Therapy Animal Day

Information Technology

e. Addendum w/PageFreezer Software for Social Media Archiving Services

f. One Year Scanner Hardware Maintenance Contract w/ImageSource, Inc.

Juvenile

- g. Amendment No. 1 to Contract w/Lutheran Community Services Northwest for Professional Services

Office of Public Defense

- h. District Court Public Defense Agreement w/Michelle Dorsett, Amending Resolution 2021-821
- i. Early Termination Notice of District Court Public Defense Contract w/Summer Rife
- j. Early Termination Notice of Superior Court Public Defense Agreement w/Scott Rodgers

Public Works

- k. Granting Franchise to Eaton Park Improvement Club, Inc. for Domestic Water System & Facilities In County Road Rights of Way

Purchasing

- l. Agreement w/Grant County for Mutual Use of Jail Facilities
- m. Contract Change Order No. 1 w/Booth & Sons Construction for the Moderate Risk Waste Facility Project
- n. Memorandum of Understanding w/Amerigroup Washington, Inc. for Managed Medicaid Services
- o. Contract w/Performance Validation for Commissioning Services for the Administration Building
- p. Contract w/DLR Group for Juvenile Justice Center Feasibility/Space Needs Assessment Project

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

Scheduled Business

Elected Officials Salaries for Years 2025 & 2026 ~ J MacPherson

Other Business

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting

Benton County Courthouse, Prosser, WA

Tuesday, April 19, 2022, 9:00 a.m.

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

Present: Chairman Shon Small
Commissioner Will McKay
Commissioner Jerome Delvin
County Administrator Jerrod MacPherson
Alt. Clerk of the Board Marilu Flores

Benton County Employees Present During All or a Portion of the Meeting: Deputy County Administrator Matt Rasmussen; Robert Heard, IT Manager; Cody Shelton, IT; Adam Fyall, Sustainable Development Manager; Human Services Manager Kyle Sullivan; Sheriff Tom Croskrey; Lt. Jason Erikson; Katie Gillies, Sheriff's Office; Sheriff Commander Lee Cantu; Detective Justin Gerry; Finance Manager Linda Ivey; Corrections Chief Robert Guerrero; HR Manager Lexi Wingfield; Treasurer Ken Spencer; BCPA Ryan Brown & Stephen Hallstrom; Clerk Josie Delvin

Pledge of Allegiance

The Board recited the Pledge of Allegiance.

Approval of Minutes

The Minutes of April 12, 2022 were approved.

Agenda Review

The following items were added to the agenda:

- Executive Session for County's Position and Strategy in Labor Negotiations

Consent Agenda

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

Commissioners

- a. Award of Contract for Official County Newspaper

Human Resources

- b. Agreement w/Compensation Connections for Bi-County Bargaining Salary Study
- c. Collective Bargaining Agreement w/Teamsters Local 839; Representing Juvenile Detention

Purchasing

- d. Contract w/White Bluffs Consulting LLC for Permitting Process @ Two Rivers Park
- e. Purchase of Security Equipment w/Integrated Security Solutions for Voting Center
- f. Ratifying Contract w/Hill International for Project Management Services @ Benton County Recovery Center
- g. Ratifying Contract w/Hill International for Project Management Services for Sheriff's Office and Juvenile Justice Center

Sheriff

- h. Line Item Transfer, Fund No. 0127-101, Dept. 000

Public Comment

None.

Public Hearing -Continued – Benton County Redistricting

Adam Fyall presented on the Commissioner District Redistricting Plan which was continued from April 12, 2022. Mr. Fyall indicated that he had not received additional presentations or documents from the public, committee or staff. Mr. Fyall indicated before the Board was a resolution prepared adopting Alternative 1 as the new districting plan. Upon passage, Mr. Fyall would transmit everything to the State and Auditor to complete the project. Mr. Fyall thanked the Auditor's Office, GIS and committee for their assistance.

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

MOTION: Commissioner Delvin moved for the adoption of Alternative 1 as presented by the Redistricting Committee as the Redistricting Plan for Benton County Commissioner districts for the 2022-2031 electoral cycle. Commissioner McKay seconded and upon vote, the motion carried.

Information Technology Position Changes

Robert Heard, IT Manager, indicated that a position that was originally budgeted as an Information Systems Analyst III, Courthouse Union, grade 16, was changed to an Information Systems Analyst II Courthouse Union, grade 14. Mr. Heard indicated that at the time, it was appropriate to have the position a System Analyst II based on qualifications, but requested that the Board approve the position be moved back to the original Information Systems Analyst III.

MOTION: Commissioner Delvin moved to approve the Line Item Transfer to change Central Services budgeted position 1701 from an Information Systems Analyst II to an Information Systems Analyst III. Commissioner McKay seconded and upon vote, the motion carried.

Human Services Positions

Kyle Sullivan, Human Services Manager, and Lexi Wingfield presented the following:

- Outreach Coordinator Classification Description
- Establishing Salary Grade for Outreach Coordinator
- Transfer of Funds for Outreach Coordinator & Housing Program Navigator

Mr. Sullivan indicated that he has identified a need to create a classification description for an Outreach Coordinator and establishing a salary grade 11 on the non-bargaining salary schedule. He stated that it has been difficult for current staff to do outreach duties and the Outreach Coordinator would be working out in the field. The second position is for an additional housing program navigator. Both positions are grant funded.

Commissioner Small indicated he appreciated the work being done to help those in need.

MOTION: Commissioner Delvin moved to approve the resolution to establish the Outreach Coordinator classification description. Commissioner McKay seconded and upon vote, motion carried.

MOTION: Commissioner Delvin moved to approve the resolution to establish the Outreach Coordinator as a grade 11 on the Benton County non-bargaining salary schedule. Commissioner McKay seconded and upon vote, motion carried.

MOTION: Commissioner Delvin moved to approve the resolution and line item transfer to create an Outreach Coordinator and an additional Housing Program Navigator. Commissioner McKay seconded and upon vote, motion carried.

Discussion: Commissioner Small inquired about the status of the Veterans' position. Mr. Sullivan indicated that he was working with HR and Franklin County and should bring back to the Board in a couple of weeks.

BNSF Grant Application for Benton County Sheriff's Office

Commander Lee Cantu came before the Board seeking approval to submit the BNSF grant application for up to \$5,000 for the detective training program. This grant would be used for training requiring travel around the county and for supplies to assist with processing crime scenes. Commander Cantu indicated that this grant is reimbursable with no match requirement.

MOTION: Commissioner Delvin moved to approve the submittal of the BNSF grant application for an amount of \$5,000 to assist with the detective training program. Commissioner McKay seconded and upon vote, motion carried.

Opioid Settlement Memorandum of Understanding Discussion

Matt Rasmussen and Ryan Brown discussed litigation involving certain local governments in the State of Washington and pharmaceutical companies over the adverse impacts of opioids in the

communities. Benton County was not originally a party to the litigation, and it appears those local governments may have reached a settlement that would extend to all eligible local governments in the state. Benton County received a draft copy of Memorandum of Understanding (MOU) to join the lawsuit which has been reviewed by legal with a deadline of April 30, 2022 in order to receive a proportional share of the settlement funds. Mr. Brown indicated that there would be certain commitments the County would have to make in order to be eligible to receive funds with most of the work being completed after agreeing to the MOU. He stated that should the County choose not to sign on to the MOU, we would be on our own to pursue litigation against the pharmaceutical companies if it is believed there should be payment for the harm caused by opioids. Pros and cons were discussed with a decision needed in the very near future. The exact settlement amount is unknown, but it is estimated that Benton County would receive 1.48% of the total settlement with an estimated overall settlement amount being approximately \$150 - \$200 million of which Benton County would receive approximately between \$2 - \$3 million.

Commissioner McKay indicated that he did not see any harm to the County if we joined the lawsuit. He further stated that he read where opioid overdoses were significantly up. Commissioner Delvin asked on how the defined regions were set up.

Direction was given to move forward and put on next week's agenda.

Setting Salaries for Elected Officials for Years 2025 & 2026

Matt Rasmussen presented on a resolution on elected officials salaries. Mr. Rasmussen indicated this was before the Board a few weeks ago and has since spoken with elected officials and done compatibles. Mr. Rasmussen was bringing before the Board the following options:

- Alternative 1 ~ maintains the status quo and proposes an increase of 2.25% in 2025 and 2026 for all elected officials. All salaries are equal.
- Alternative 2 ~ proposes a 2.25% increase in 2025 and 2026 for all elected officials except the Commissioners which would have no increase for those two years
- Alternative 3 ~ proposed placing the Sheriff at 5% above all the other elected officials starting in 2023 and adding a 2.25% in 2025 and 2026 for all elected officials
- Alternative 4 ~ proposed placing the Sheriff @ 5% above all the other elected officials starting in 2023 and adding a 2.25% increase for all elected officials except the Commissioners which would receive no increase in those two years.

Commissioner Delvin stated he would understand historically the sheriff getting paid more if the jail was included under his control and was struggling comprehending the justification. Commissioner McKay indicated that he sees the Sheriff having more duties as other elected officials to include evening and nighttime calls. Commissioner Small indicated that the Sheriff had more liability, and the partnership was outstanding. Commissioner Small suggested increasing the Sheriff's salary above other elected officials 7 to 7.5% and gave an example of the recent shooting at the Fred Meyers wherein the Sheriff's Office was one of the first responding agencies. Commissioner Delvin indicated that he would be agreeable to Alternative 2 with Commissioner McKay agreeing with increasing the Sheriff's salary (possibly to even 7%) and freezing the Commissioners. Commissioner Delvin indicated that the Commissioners should have

a decent salary which would encourage having good Commissioners serve. Commissioner McKay indicated that in his opinion Commissioners' role should not be a career rather more of a role to make a difference and serve. Commissioner Delvin proposed Alternative 4 with 5% increase for the Sheriff and no increase for Commissioners.

Board consensus was with Alternative 4, but with the change of increasing the Sheriff's salary to 7% above all other elected officials starting in 2023 and adding a 2.25% for all elected officials for 2025-2026 except the Commissioners with Commissioner Delvin not agreeable. Staff would prepare necessary documents for next week's meeting.

Finance Presentation

Linda Ivey presented the Finance update through March 31, 2022.

- Current Expense – 62.5% completed
 - Revenue included American Rescue Plan Grant Dollars (ARPA) and it was skewing the revenue numbers.
 - With that revenue stream (ARPA) extracted out and excluded – revenues were at 59%. Property tax looks good, as Property Tax first half is due by the end of April. Sales tax is above average at this time.
 - Expenditures, with the American Rescue Plan Grant Dollars (ARPA) excluded – everyone was a little bit under – total expended at 61%
- Public Safety Tax Fund – 62.5% completed
 - Revenues – up about \$1.8 million over budget.
 - Expenditures – underspending – ongoing operations and contracts – extra \$1.6 million
 - Summary – extra beginning fund balance; revenues were up, and expenditures were down = extra \$2 million
 - One-time capital expenditures: Radio tower with City of Richland project was going slow - \$5,421,350 budgeted for one-time expenditures and was currently pending \$4,740,128 (only \$681,222 spent)
 - Public Safety Tax RFP is in process with requests due by the end of April.

Ms. Ivey's recommendation was to wait before spending and being conservative.

Commissioner Small reflected on how much Public Safety Tax funds have helped out on budgets. Commissioner Delvin indicated that the Public Safety Tax committee will be meeting in the near future and has been working with Ms. Palmus on getting the committee going for discussion on informational campaign on funding.

Other Business

Lifepoint Discussion

Commissioner Delvin said he had a meeting with Greater Columbia Behavioral Health regarding LifePoint for designation on funding for the crises response center and stated there seemed to be a

trust factor on the partnership and perhaps Benton County needs to walk away. Commissioner Delvin addressed the possibility of having discussions on the County's position in buying a different building.

Ben Franklin Transit

Commissioner McKay updated the Board regarding the Ben Franklin Transit's no mandates on masks and now being optional. He further stated that they are going through the process for hiring a new administrator.

Executive Session – Qualifications of a Candidate for Public Employment

The Board went into executive session at 10:15 a.m. for up to 5 minutes with Chief Robert Guerrero to discuss the qualifications of a candidate for public employment. Also present were Jerrod MacPherson, Matt Rasmussen, Lexi Wingfield, Steve Hallstrom and Marilu Flores.

The Board came out at 10:18 a.m. No decisions were made in executive session.

MOTION: Commissioner Delvin moved to approve the Salary Request form as presented for Julio Martinez. Commissioner McKay seconded and upon vote, the motion carried.

The Board briefly recessed for five minutes at 10:18 a.m., reconvening at 10:23 a.m.

Executive Session - Review Performance of a Public Employee

The Board went into executive session at 10:23 a.m. for up to 10 minutes with Sheriff Tom Croskrey, Katie Gillies and Detective Justin Gerry. Also present were Jerrod MacPherson, Matt Rasmussen, Lexi Wingfield and Marilu Flores. The Board came out at 10:37 a.m. and stated it needed an additional 10 minutes in executive session. The Board came out at 10:49 a.m. No decisions were made in executive session.

Executive Session – County's Position and Strategy in Labor Negotiations

The Board went into executive session at 10:49 a.m. for up to 25 minutes with Lexi Wingfield. Also present were Matt Rasmussen, Steve Hallstrom, Linda Ivey and Marilu Flores.

The Board came out at 11:18 am. No decisions were made in executive session.

Accounts Payable

Check Date: 04/15/2022

Warrants #: 230363 – 230832

Total all funds: \$3,007,885.61

EFT's #: 2240 - 2244

Transfers #: 04152201 – 04152209

Total all funds: \$583,152.31

Payroll

Check Date: 04/15/2022

Payroll Draw Checks

Total all funds: \$110,448.40

Warrant #: 243608

Direct Deposit #: 170558 - 170700

Payroll Draw Deductions/Transfers

Total all funds: \$20,327.08

Taxes 101220413

Resolutions

- 2022-269: Collective Bargaining Agreement w/Teamsters Local 839; Representing Juvenile Detention
- 2022-270: Award of Contract for Official County Newspaper
- 2022-271: Agreement w/Compensation Connections for Bi-County Bargaining Salary Study
- 2022-272: Contract w/White Bluffs Consulting LLC for Permitting Process @ Two Rivers Park
- 2022-273: Purchase of Security Equipment w/Integrated Security Solutions for Voting Center
- 2022-274: Ratifying Contract w/Hill International for Project Management Services @ Benton County Recovery Center
- 2022-275: Ratifying Contract w/Hill International for Project Management Services for Sheriff's Office and Juvenile Justice Center
- 2022-276: Line Item Transfer, Fund No. 0127-101, Dept. 000
- 2022-277: Benton County Redistricting Plan
- 2022-278: Information Systems Analyst II to Information Systems Analyst III
- 2022-279: Establishing Outreach Coordinator Classification Description
- 2022-280: Establishing Salary Grade for Outreach Coordinator
- 2022-281: Transfer of Funds for Outreach Coordinator & Housing Program Navigator

There being no further business before the Board, the meeting adjourned at approximately 11:18 a.m.

Clerk of the Board

Chairman

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

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

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept, Auditor, File

prepared by: B. Chilton

BENTON COUNTY BUDGET ADJUSTMENT

Dept Name: Auditor

Dept Nbr: 102

Fund Name: Current Expense

Fund Nbr: 0000101

TRANSFER FROM: Dept.

TRANSFER TO: Dept.

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
514.300	1169	Office Assistant III	\$32,017	514.300	1205	Office Assistant IV	\$16,721
514.810	1167	Office Assistant III	\$1,425	514.810	1205	Office Assistant IV	\$16,721
TOTAL			\$33,442	TOTAL			\$33,442

Explanation:

Per resolution #2022-169, reorganization of positions in the Auditor's Office. The OAIV position has now been filled and funds are being moved to that line item. Position number 1169 will remain vacant.

Prepared by: B. Chilton

Date: 4/14/2022

Approved

☐

Denied

☐

Date: _____

Chairman

Member

Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	April 26, 2022	
Subject:	Re-appointment of John Deichman to the Board of Equalization	
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

John Deichman's term on the Benton County Board of Equalization is due to expire April 30, 2022. Mr. Deichman has expressed a willingness to be re-appointed for another 3-year term expiring April 30, 2025.

Fiscal Impact

Amount:

Fund:

Recommendation

Re-appoint Mr. John Deichman to the Board of Equalization with term expiring April 30, 2025.

Suggested Motion

Consent Agenda resolution.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF REAPPOINTMENT OF JOHN DEICHMAN TO THE BENTON COUNTY BOARD OF EQUALIZATION

WHEREAS, the term for John Deichman is set to expire on April 30, 2022; and

WHEREAS, John Deichman has expressed an interest and willingness to be re-appointed for an additional three-year term; **NOW, THEREFORE**,

BE IT RESOLVED that John Deichman is hereby re-appointed to the Benton County Board of Equalization effective May 1, 2022 and said term expiring on April 30, 2025.

Dated this day of, 20

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest:
Clerk of the Board

cc: Appointments List, BOE

P. Brown

**BENTON COUNTY
BOARD OF EQUALIZATION**

P.O. Box 509*Courthouse*Prosser, WA 99350*Phone (509)786-5604 or 736-3089*Fax (509) 786-5625

Commissioners,

Mr. John Deichman expressed his desire to be re-appointed to the Board of Equalization via email on March 22, 2022. I, Peggy Brown, clerk to the Board of Equalization submitted a resolution to the County Commissioners stating his request. Thank you.

**Peggy Brown,
Clerk, Benton County BOE
3-24-22**

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	April 26, 2022
Subject:	Opioid Settlement MOU
Presenter:	Matt Rasmussen and Jerrod MacPherson
Prepared By:	Matt Rasmussen and Jerrod MacPherson
Reviewed By:	Jerrod MacPherson

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

Summary / Background Information

Certain local governments in the State of Washington engaged in litigation with pharmaceutical companies over the adverse impacts of opioids in their communities. Benton County was not party to the original legislation. It appears that those local governments may have reached a settlement with the pharmaceutical companies that would extend to all eligible local governments in the state. The original parties have prepared an MOU that would allow interested agencies to sign on to the settlement and receive a proportional share of the settlement funds.

There are certain commitments that the County would have to make to be eligible to receive funds. Most of the work can be completed after agreeing to the MOU. If the County does not sign on to the MOU, it would be on its own to pursue litigation against the pharmaceutical companies if it believed there should be payment for the harm caused by opioids.

Staff was given direction during Scheduled Business of the April 19th regular Board meeting to prepare the Opioid Settlement MOU for signature to be placed on the Consent Agenda for the April 26th regular Board meeting.

Fiscal Impact

Amount: Exact amount unknown but Benton County will receive 1.48% of the total settlement. Current estimates are that the settlement may be in the neighborhood of \$150 - \$200 million. That would put the County at approximately \$2-\$3 million.

Fund: N/A

Recommendation

The Board authorize the Chairman to sign the Opioid Settlement MOU on behalf of the Board of County Commissioners.

Suggested Motion

approve as part of the consent agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,
WASHINGTON:

**IN THE MATTER OF ENTERING INTO ONE WASHINGTON MEMORANDUM OF
UNDERSTANDING BETWEEN WASHINGTON MUNICIPALITIES – AN OPIOID
SETTLEMENT**

WHEREAS, the people of the State of Washington and its communities have been harmed by entities within the Pharmaceutical Supply Chain who manufacture, distribute, and dispense prescription opioids; and

WHEREAS, certain Local Governments, through their elected representatives and counsel, are engaged in litigation seeking to hold these entities within the Pharmaceutical Supply Chain of prescription opioids accountable for the damage they have caused to the Local Governments; and

WHEREAS, Local Governments and elected officials share a common desire to abate and alleviate the impacts of harms caused by these entities within the Pharmaceutical Supply Chain throughout the State of Washington, and strive to ensure that principals of equity and equitable service delivery are factors considered in the allocation and use of Opioid Funds; and

WHEREAS, certain Local Governments engaged in litigation and the other cities and counties in Washington desire to agree on a form of allocation for Opioid Funds they receive from entities within the Pharmaceutical Supply Chain; and

WHEREAS, the Board of Benton County Commissioners is that legislative authority for Benton County; and

WHEREAS, the Board has determined it is in the best interest of Benton County to enter into the One Washington Memorandum of Understanding between Washington Municipalities – an Opioid Settlement;
NOW THEREFORE,

BE IT RESOLVED, that the Board of County Commissioners do hereby authorize the execution of the attached One Washington Memorandum of Understanding between Washington Municipalities – an Opioid Settlement, and the Chairman of the Board is further authorized to sign said Memorandum of Understanding on behalf of the Board of County Commissioners.

Dated this 26th day of April, 2022.

Chairman of the Board

Chairman Pro Tem

Member

Attest:
Clerk of the Board

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

ONE WASHINGTON MEMORANDUM OF UNDERSTANDING BETWEEN WASHINGTON MUNICIPALITIES

Whereas, the people of the State of Washington and its communities have been harmed by entities within the Pharmaceutical Supply Chain who manufacture, distribute, and dispense prescription opioids;

Whereas, certain Local Governments, through their elected representatives and counsel, are engaged in litigation seeking to hold these entities within the Pharmaceutical Supply Chain of prescription opioids accountable for the damage they have caused to the Local Governments;

Whereas, Local Governments and elected officials share a common desire to abate and alleviate the impacts of harms caused by these entities within the Pharmaceutical Supply Chain throughout the State of Washington, and strive to ensure that principals of equity and equitable service delivery are factors considered in the allocation and use of Opioid Funds; and

Whereas, certain Local Governments engaged in litigation and the other cities and counties in Washington desire to agree on a form of allocation for Opioid Funds they receive from entities within the Pharmaceutical Supply Chain.

Now therefore, the Local Governments enter into this Memorandum of Understanding (“MOU”) relating to the allocation and use of the proceeds of Settlements described.

A. Definitions

As used in this MOU:

1. “Allocation Regions” are the same geographic areas as the existing nine (9) Washington State Accountable Community of Health (ACH) Regions and have the purpose described in Section C below.
2. “Approved Purpose(s)” shall mean the strategies specified and set forth in the Opioid Abatement Strategies attached as Exhibit A.
3. “Effective Date” shall mean the date on which a court of competent jurisdiction enters the first Settlement by order or consent decree. The Parties anticipate that more than one Settlement will be administered according to the terms of this MOU, but that the first entered Settlement will trigger allocation of Opioid Funds in accordance with Section B herein, and the formation of the Opioid Abatement Councils in Section C.
4. “Litigating Local Government(s)” shall mean Local Governments that filed suit against any Pharmaceutical Supply Chain Participant pertaining to the Opioid epidemic prior to September 1, 2020.

5. “Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State of Washington.

6. “National Settlement Agreements” means the national opioid settlement agreements dated July 21, 2021 involving Johnson & Johnson, and distributors AmerisourceBergen, Cardinal Health and McKesson as well as their subsidiaries, affiliates, officers, and directors named in the National Settlement Agreements, including all amendments thereto.

7. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this MOU.

8. “Opioid Abatement Council” shall have the meaning described in Section C below.

9. “Participating Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State that have chosen to sign on to this MOU. The Participating Local Governments may be referred to separately in this MOU as “Participating Counties” and “Participating Cities and Towns” (or “Participating Cities or Towns,” as appropriate) or “Parties.”

10. “Pharmaceutical Supply Chain” shall mean the process and channels through which controlled substances are manufactured, marketed, promoted, distributed, and/or dispensed, including prescription opioids.

11. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, and/or dispensing of a prescription opioid, including any entity that has assisted in any of the above.

12. “Qualified Settlement Fund Account,” or “QSF Account,” shall mean an account set up as a qualified settlement fund, 468b fund, as authorized by Treasury Regulations 1.468B-1(c) (26 CFR §1.468B-1).

13. “Regional Agreements” shall mean the understanding reached by the Participating Local Counties and Cities within an Allocation Region governing the allocation, management, distribution of Opioid Funds within that Allocation Region.

14. “Settlement” shall mean the future negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the Participating Local Governments. “Settlement” expressly does not include a plan of reorganization confirmed under Title 11 of the United States Code, irrespective of the extent to which Participating Local Governments vote in favor of or otherwise support such plan of reorganization.

15. “Trustee” shall mean an independent trustee who shall be responsible for the ministerial task of releasing Opioid Funds from a QSF account to Participating Local Governments as authorized herein and accounting for all payments into or out of the trust.

16. The “Washington State Accountable Communities of Health” or “ACH” shall mean the nine (9) regions described in Section C below.

B. Allocation of Settlement Proceeds for Approved Purposes

1. All Opioid Funds shall be held in a QSF and distributed by the Trustee, for the benefit of the Participating Local Governments, only in a manner consistent with this MOU. Distribution of Opioid Funds will be subject to the mechanisms for auditing and reporting set forth below to provide public accountability and transparency.

2. All Opioid Funds, regardless of allocation, shall be utilized pursuant to Approved Purposes as defined herein and set forth in Exhibit A. Compliance with this requirement shall be verified through reporting, as set out in this MOU.

3. The division of Opioid Funds shall first be allocated to Participating Counties based on the methodology utilized for the Negotiation Class in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP. The allocation model uses three equally weighted factors: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. The allocation percentages that result from application of this methodology are set forth in the “County Total” line item in Exhibit B. In the event any county does not participate in this MOU, that county’s percentage share shall be reallocated proportionally amongst the Participating Counties by applying this same methodology to only the Participating Counties.

4. Allocation and distribution of Opioid Funds within each Participating County will be based on regional agreements as described in Section C.

C. Regional Agreements

1. For the purpose of this MOU, the regional structure for decision-making related to opioid fund allocation will be based upon the nine (9) pre-defined Washington State Accountable Community of Health Regions (Allocation Regions). Reference to these pre-defined regions is solely for the purpose of

drawing geographic boundaries to facilitate regional agreements for use of Opioid Funds. The Allocation Regions are as follows:

- King County (Single County Region)
- Pierce County (Single County Region)
- Olympic Community of Health Region (Clallam, Jefferson, and Kitsap Counties)
- Cascade Pacific Action Alliance Region (Cowlitz, Grays Harbor, Lewis, Mason, Pacific, Thurston, Lewis, and Wahkiakum Counties)
- North Sound Region (Island, San Juan, Skagit, Snohomish, and Whatcom Counties)
- SouthWest Region (Clark, Klickitat, and Skamania Counties)
- Greater Columbia Region (Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Walla Walla, Whitman, and Yakima Counties)
- Spokane Region (Adams, Ferry, Lincoln, Pend Oreille, Spokane, and Stevens Counties)
- North Central Region (Chelan, Douglas, Grant, and Okanogan Counties)

2. Opioid Funds will be allocated, distributed and managed within each Allocation Region, as determined by its Regional Agreement as set forth below. If an Allocation Region does not have a Regional Agreement enumerated in this MOU, and does not subsequently adopt a Regional Agreement per Section C.5, the default mechanism for allocation, distribution and management of Opioid Funds described in Section C.4.a will apply. Each Allocation Region must have an OAC whose composition and responsibilities shall be defined by Regional Agreement or as set forth in Section C.4.

3. King County's Regional Agreement is reflected in Exhibit C to this MOU.

4. All other Allocation Regions that have not specified a Regional Agreement for allocating, distributing and managing Opioid Funds, will apply the following default methodology:

- a. Opioid Funds shall be allocated within each Allocation Region by taking the allocation for a Participating County from Exhibit B and apportioning those funds between that Participating County and its Participating Cities and Towns. Exhibit B also sets forth the allocation to the Participating Counties and the Participating Cities or Towns within the Counties based on a default allocation formula. As set forth above in Section B.3, to determine the allocation to a county, this formula utilizes: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. To determine the allocation within a county, the formula utilizes historical federal data showing how the specific Counties and the Cities and Towns within the Counties have

made opioids epidemic-related expenditures in the past. This is the same methodology used in the National Settlement Agreements for county and intra-county allocations. A Participating County, and the Cities and Towns within it may enter into a separate intra-county allocation agreement to modify how the Opioid Funds are allocated amongst themselves, provided the modification is in writing and agreed to by all Participating Local Governments in the County. Such an agreement shall not modify any of the other terms or requirements of this MOU.

b. 10% of the Opioid Funds received by the Region will be reserved, on an annual basis, for administrative costs related to the OAC. The OAC will provide an annual accounting for actual costs and any reserved funds that exceed actual costs will be reallocated to Participating Local Governments within the Region.

c. Cities and towns with a population of less than 10,000 shall be excluded from the allocation, with the exception of cities and towns that are Litigating Participating Local Governments. The portion of the Opioid Funds that would have been allocated to a city or town with a population of less than 10,000 that is not a Litigating Participating Local Government shall be redistributed to Participating Counties in the manner directed in C.4.a above.

d. Each Participating County, City, or Town may elect to have its share re-allocated to the OAC in which it is located. The OAC will then utilize this share for the benefit of Participating Local Governments within that Allocation Region, consistent with the Approved Purposes set forth in Exhibit A. A Participating Local Government's election to forego its allocation of Opioid Funds shall apply to all future allocations unless the Participating Local Government notifies its respective OAC otherwise. If a Participating Local Government elects to forego its allocation of the Opioid Funds, the Participating Local Government shall be excused from the reporting requirements set forth in this Agreement.

e. Participating Local Governments that receive a direct payment maintain full discretion over the use and distribution of their allocation of Opioid Funds, provided the Opioid Funds are used solely for Approved Purposes. Reasonable administrative costs for a Participating Local Government to administer its allocation of Opioid Funds shall not exceed actual costs or 10% of the Participating Local Government's allocation of Opioid Funds, whichever is less.

f. A Local Government that chooses not to become a Participating Local Government will not receive a direct allocation of Opioid Funds. The portion of the Opioid Funds that would have been allocated to a Local Government that is not a Participating Local Government shall be

redistributed to Participating Counties in the manner directed in C.4.a above.

g. As a condition of receiving a direct payment, each Participating Local Government that receives a direct payment agrees to undertake the following actions:

- i. Developing a methodology for obtaining proposals for use of Opioid Funds.
- ii. Ensuring there is opportunity for community-based input on priorities for Opioid Fund programs and services.
- iii. Receiving and reviewing proposals for use of Opioid Funds for Approved Purposes.
- iv. Approving or denying proposals for use of Opioid Funds for Approved Purposes.
- v. Receiving funds from the Trustee for approved proposals and distributing the Opioid Funds to the recipient.
- vi. Reporting to the OAC and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures.

h. Prior to any distribution of Opioid Funds within the Allocation Region, The Participating Local Governments must establish an Opioid Abatement Council (OAC) to oversee Opioid Fund allocation, distribution, expenditures and dispute resolution. The OAC may be a preexisting regional body or may be a new body created for purposes of executing the obligations of this MOU.

i. The OAC for each Allocation Region shall be composed of representation from both Participating Counties and Participating Towns or Cities within the Region. The method of selecting members, and the terms for which they will serve will be determined by the Allocation Region's Participating Local Governments. All persons who serve on the OAC must have work or educational experience pertaining to one or more Approved Uses.

j. The Regional OAC will be responsible for the following actions:

- i. Overseeing distribution of Opioid Funds from Participating Local Governments to programs and services within the Allocation Region for Approved Purposes.

- ii. Annual review of expenditure reports from Participating Local Jurisdictions within the Allocation Region for compliance with Approved Purposes and the terms of this MOU and any Settlement.
- iii. In the case where Participating Local Governments chose to forego their allocation of Opioid Funds:
 - (i) Approving or denying proposals by Participating Local Governments or community groups to the OAC for use of Opioid Funds within the Allocation Region.
 - (ii) Directing the Trustee to distribute Opioid Funds for use by Participating Local Governments or community groups whose proposals are approved by the OAC.
 - (iii) Administrating and maintaining records of all OAC decisions and distributions of Opioid Funds.
- iv. Reporting and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures by the OAC or directly by Participating Local Governments.
- v. Developing and maintaining a centralized public dashboard or other repository for the publication of expenditure data from any Participating Local Government that receives Opioid Funds, and for expenditures by the OAC in that Allocation Region, which it shall update at least annually.
- vi. If necessary, requiring and collecting additional outcome-related data from Participating Local Governments to evaluate the use of Opioid Funds, and all Participating Local Governments shall comply with such requirements.
- vii. Hearing complaints by Participating Local Governments within the Allocation Region regarding alleged failure to (1) use Opioid Funds for Approved Purposes or (2) comply with reporting requirements.

5. Participating Local Governments may agree and elect to share, pool, or collaborate with their respective allocation of Opioid Funds in any manner they choose by adopting a Regional Agreement, so long as such sharing, pooling, or collaboration is used for Approved Purposes and complies with the terms of this MOU and any Settlement.

6. Nothing in this MOU should alter or change any Participating Local Government's rights to pursue its own claim. Rather, the intent of this MOU is to join all parties who wish to be Participating Local Governments to agree upon an allocation formula for any Opioid Funds from any future binding Settlement with one or more Pharmaceutical Supply Chain Participants for all Local Governments in the State of Washington.

7. If any Participating Local Government disputes the amount it receives from its allocation of Opioid Funds, the Participating Local Government shall alert its respective OAC within sixty (60) days of discovering the information underlying the dispute. Failure to alert its OAC within this time frame shall not constitute a waiver of the Participating Local Government's right to seek recoupment of any deficiency in its allocation of Opioid Funds.

8. If any OAC concludes that a Participating Local Government's expenditure of its allocation of Opioid Funds did not comply with the Approved Purposes listed in Exhibit A, or the terms of this MOU, or that the Participating Local Government otherwise misused its allocation of Opioid Funds, the OAC may take remedial action against the alleged offending Participating Local Government. Such remedial action is left to the discretion of the OAC and may include withholding future Opioid Funds owed to the offending Participating Local Government or requiring the offending Participating Local Government to reimburse improperly expended Opioid Funds back to the OAC to be re-allocated to the remaining Participating Local Governments within that Region.

9. All Participating Local Governments and OAC shall maintain all records related to the receipt and expenditure of Opioid Funds for no less than five (5) years and shall make such records available for review by any other Participating Local Government or OAC, or the public. Records requested by the public shall be produced in accordance with Washington's Public Records Act RCW 42.56.001 *et seq.* Records requested by another Participating Local Government or an OAC shall be produced within twenty-one (21) days of the date the record request was received. This requirement does not supplant any Participating Local Government or OAC's obligations under Washington's Public Records Act RCW 42.56.001 *et seq.*

D. Payment of Counsel and Litigation Expenses

1. The Litigating Local Governments have incurred attorneys' fees and litigation expenses relating to their prosecution of claims against the Pharmaceutical Supply Chain Participants, and this prosecution has inured to the benefit of all Participating Local Governments. Accordingly, a Washington

Government Fee Fund (“GFF”) shall be established that ensures that all Parties that receive Opioid Funds contribute to the payment of fees and expenses incurred to prosecute the claims against the Pharmaceutical Supply Chain Participants, regardless of whether they are litigating or non-litigating entities.

2. The amount of the GFF shall be based as follows: the funds to be deposited in the GFF shall be equal to 15% of the total cash value of the Opioid Funds.

3. The maximum percentage of any contingency fee agreement permitted for compensation shall be 15% of the portion of the Opioid Funds allocated to the Litigating Local Government that is a party to the contingency fee agreement, plus expenses attributable to that Litigating Local Government. Under no circumstances may counsel collect more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government.

4. Payments from the GFF shall be overseen by a committee (the “Opioid Fee and Expense Committee”) consisting of one representative of the following law firms: (a) Keller Rohrback L.L.P.; (b) Hagens Berman Sobol Shapiro LLP; (c) Goldfarb & Huck Roth Riojas, PLLC; and (d) Napoli Shkolnik PLLC. The role of the Opioid Fee and Expense Committee shall be limited to ensuring that the GFF is administered in accordance with this Section.

5. In the event that settling Pharmaceutical Supply Chain Participants do not pay the fees and expenses of the Participating Local Governments directly at the time settlement is achieved, payments to counsel for Participating Local Governments shall be made from the GFF over not more than three years, with 50% paid within 12 months of the date of Settlement and 25% paid in each subsequent year, or at the time the total Settlement amount is paid to the Trustee by the Defendants, whichever is sooner.

6. Any funds remaining in the GFF in excess of: (i) the amounts needed to cover Litigating Local Governments’ private counsel’s representation agreements, and (ii) the amounts needed to cover the common benefit tax discussed in Section C.8 below (if not paid directly by the Defendants in connection with future settlement(s), shall revert to the Participating Local Governments *pro rata* according to the percentages set forth in Exhibits B, to be used for Approved Purposes as set forth herein and in Exhibit A.

7. In the event that funds in the GFF are not sufficient to pay all fees and expenses owed under this Section, payments to counsel for all Litigating Local Governments shall be reduced on a *pro rata* basis. The Litigating Local Governments will not be responsible for any of these reduced amounts.

8. The Parties anticipate that any Opioid Funds they receive will be subject to a common benefit “tax” imposed by the court in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP (“Common Benefit Tax”). If this occurs, the Participating Local Governments shall first seek to have the settling defendants pay the Common Benefit Tax. If the settling defendants do not agree to pay the Common Benefit Tax, then the Common Benefit Tax shall be paid from the Opioid Funds and by both litigating and non-litigating Local Governments. This payment shall occur prior to allocation and distribution of funds to the Participating Local Governments. In the event that GFF is not fully exhausted to pay the Litigating Local Governments’ private counsel’s representation agreements, excess funds in the GFF shall be applied to pay the Common Benefit Tax (if any).

E. General Terms

1. If any Participating Local Government believes another Participating Local Government, not including the Regional Abatement Advisory Councils, violated the terms of this MOU, the alleging Participating Local Government may seek to enforce the terms of this MOU in the court in which any applicable Settlement(s) was entered, provided the alleging Participating Local Government first provides the alleged offending Participating Local Government notice of the alleged violation(s) and a reasonable opportunity to cure the alleged violation(s). In such an enforcement action, any alleging Participating Local Government or alleged offending Participating Local Government may be represented by their respective public entity in accordance with Washington law.

2. Nothing in this MOU shall be interpreted to waive the right of any Participating Local Government to seek judicial relief for conduct occurring outside the scope of this MOU that violates any Washington law. In such an action, the alleged offending Participating Local Government, including the Regional Abatement Advisory Councils, may be represented by their respective public entities in accordance with Washington law. In the event of a conflict, any Participating Local Government, including the Regional Abatement Advisory Councils and its Members, may seek outside representation to defend itself against such an action.

3. Venue for any legal action related to this MOU shall be in the court in which the Participating Local Government is located or in accordance with the court rules on venue in that jurisdiction. This provision is not intended to expand the court rules on venue.

4. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Participating Local Governments approve the use of electronic signatures for execution of this MOU. All use of electronic signatures

shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.* The Parties agree not to deny the legal effect or enforceability of the MOU solely because it is in electronic form or because an electronic record was used in its formation. The Participating Local Government agree not to object to the admissibility of the MOU in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

5. Each Participating Local Government represents that all procedures necessary to authorize such Participating Local Government's execution of this MOU have been performed and that the person signing for such Party has been authorized to execute the MOU.

[Remainder of Page Intentionally Left Blank – Signature Pages Follow]

This One Washington Memorandum of Understanding Between Washington Municipalities is signed this _____ day of _____, 2022 by:

Name & Title _____

On behalf of _____

EXHIBIT A

OPIOID ABATEMENT STRATEGIES

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to:
 - a. Medication-Assisted Treatment (MAT);
 - b. Abstinence-based treatment;
 - c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
 - d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions, co-usage, and/or co-addiction; or
 - e. Evidence-informed residential services programs, as noted below.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction and for persons who have experienced an opioid overdose.
6. Support treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose

or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including medical detox, referral to treatment, or connections to other services or supports.
8. Support training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Provide fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
12. Support the dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
13. Support the development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.
4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
6. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
7. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
8. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.
9. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
10. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)**

Provide connections to care for people who have – or are at risk of developing – OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Support Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Support training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.
7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or persons that have experienced an opioid overdose.
8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced an opioid overdose.
10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced on opioid overdose.
11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and the faith community as a system to support outreach for treatment.
15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or post-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative;
 - f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses; or
 - g. County prosecution diversion programs, including diversion officer salary, only for counties with a population of 50,000 or less. Any diversion services in matters involving opioids must include drug testing, monitoring, or treatment.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, but only if these courts provide referrals to evidence-informed treatment, including MAT.

4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Provide training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
4. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

5. Offer enhanced family supports and home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to parent skills training.
6. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs or by improving the interface that prescribers use to access PDMP data, or both; or
 - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.
6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
 - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.

- b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.
7. Increase electronic prescribing to prevent diversion or forgery.
8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.
2. Public education relating to drug disposal.
3. Drug take-back disposal or destruction programs.
4. Fund community anti-drug coalitions that engage in drug prevention efforts.
5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
6. Engage non-profits and faith-based communities as systems to support prevention.
7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to

address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.
2. Provision by public health entities of free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
10. Support mobile units that offer or provide referrals to treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
11. Provide training in treatment and recovery strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
12. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Current and future law enforcement expenditures relating to the opioid epidemic.
2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to in various items above, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Invest in infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or implement other

strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
5. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
6. Research on expanded modalities such as prescription methadone that can expand access to MAT.

EXHIBIT B

County	Local Government	% Allocation
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Adams County

Adams County	0.1638732475%
Hatton	
Lind	
Othello	
Ritzville	
Washtucna	
County Total:	0.1638732475%

Asotin County

Asotin County	0.4694498386%
Asotin	
Clarkston	
County Total:	0.4694498386%

Benton County

Benton County	1.4848831892%
Benton City	
Kennewick	0.5415650564%
Prosser	
Richland	0.4756779517%
West Richland	0.0459360490%
County Total:	2.5480622463%

Chelan County

Chelan County	0.7434914485%
Cashmere	
Chelan	
Entiat	
Leavenworth	
Wenatchee	0.2968333494%
County Total:	1.0403247979%

Clallam County

Clallam County	1.3076983401%
Forks	
Port Angeles	0.4598370527%
Sequim	
County Total:	1.7675353928%

EXHIBIT B

County	Local Government	% Allocation
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Clark County

Clark County	4.5149775326%
Battle Ground	0.1384729857%
Camas	0.2691592724%
La Center	
Ridgefield	
Vancouver	1.7306605325%
Washougal	0.1279328220%
Woodland***	
Yacolt	
County Total:	6.7812031452%

Columbia County

Columbia County	0.0561699537%
Dayton	
Starbuck	
County Total:	0.0561699537%

Cowlitz County

Cowlitz County	1.7226945990%
Castle Rock	
Kalama	
Kelso	0.1331145270%
Longview	0.6162736905%
Woodland***	
County Total:	2.4720828165%

Douglas County

Douglas County	0.3932175175%
Bridgeport	
Coulee Dam***	
East Wenatchee	0.0799810865%
Mansfield	
Rock Island	
Waterville	
County Total:	0.4731986040%

Ferry County

Ferry County	0.1153487994%
Republic	
County Total:	0.1153487994%

EXHIBIT B

County	Local Government	% Allocation
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Franklin County

Franklin County	0.3361237144%
Connell	
Kahlotus	
Mesa	
Pasco	0.4278056066%
County Total:	0.7639293210%

Garfield County

Garfield County	0.0321982209%
Pomeroy	
County Total:	0.0321982209%

Grant County

Grant County	0.9932572167%
Coulee City	
Coulee Dam***	
Electric City	
Ephrata	
George	
Grand Coulee	
Hartline	
Krupp	
Mattawa	
Moses Lake	0.2078293909%
Quincy	
Royal City	
Soap Lake	
Warden	
Wilson Creek	
County Total:	1.2010866076%

EXHIBIT B

County	Local Government	% Allocation
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Grays Harbor County

Grays Harbor County	0.9992429138%
Aberdeen	0.2491525333%
Cosmopolis	
Elma	
Hoquiam	
McCleary	
Montesano	
Oakville	
Ocean Shores	
Westport	
County Total:	1.2483954471%

Island County

Island County	0.6820422610%
Coupeville	
Langley	
Oak Harbor	0.2511550431%
County Total:	0.9331973041%

Jefferson County

Jefferson County	0.4417137380%
Port Townsend	
County Total:	0.4417137380%

EXHIBIT B

County	Local Government	% Allocation
<u>King County</u>		
	King County	13.9743722662%
	Algona	
	Auburn***	0.2622774917%
	Beaux Arts Village	
	Bellevue	1.1300592573%
	Black Diamond	
	Bothell***	0.1821602716%
	Burien	0.0270962921%
	Carnation	
	Clyde Hill	
	Covington	0.0118134406%
	Des Moines	0.1179764526%
	Duvall	
	Enumclaw***	0.0537768326%
	Federal Way	0.3061452240%
	Hunts Point	
	Issaquah	0.1876240107%
	Kenmore	0.0204441024%
	Kent	0.5377397676%
	Kirkland	0.5453525246%
	Lake Forest Park	0.0525439124%
	Maple Valley	0.0093761587%
	Medina	
	Mercer Island	0.1751797481%
	Milton***	
	Newcastle	0.0033117880%
	Normandy Park	
	North Bend	
	Pacific***	
	Redmond	0.4839486007%
	Renton	0.7652626920%
	Sammamish	0.0224369090%
	SeaTac	0.1481551278%
	Seattle	6.6032403816%
	Shoreline	0.0435834501%
	Skykomish	
	Snoqualmie	0.0649164481%
	Tukwila	0.3032205739%
	Woodinville	0.0185516364%
	Yarrow Point	
	County Total:	26.0505653608%

EXHIBIT B

County	Local Government	% Allocation
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Kitsap County

Kitsap County	2.6294133668%
Bainbridge Island	0.1364686014%
Bremerton	0.6193374389%
Port Orchard	0.1009497162%
Poulsbo	0.0773748246%
County Total:	3.5635439479%

Kittitas County

Kittitas County	0.3855704683%
Cle Elum	
Ellensburg	0.0955824915%
Kittitas	
Roslyn	
South Cle Elum	
County Total:	0.4811529598%

Klickitat County

Klickitat County	0.2211673457%
Bingen	
Goldendale	
White Salmon	
County Total:	0.2211673457%

Lewis County

Lewis County	1.0777377479%
Centralia	0.1909990353%
Chehalis	
Morton	
Mossyrock	
Napavine	
Pe Ell	
Toledo	
Vader	
Winlock	
County Total:	1.2687367832%

EXHIBIT B

County	Local Government	% Allocation
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Lincoln County

Lincoln County	0.1712669645%
Almira	
Creston	
Davenport	
Harrington	
Odessa	
Reardan	
Sprague	
Wilbur	
County Total:	0.1712669645%

Mason County

Mason County	0.8089918012%
Shelton	0.1239179888%
County Total:	0.9329097900%

Okanogan County

Okanogan County	0.6145043345%
Brewster	
Conconully	
Coulee Dam***	
Elmer City	
Nespelem	
Okanogan	
Omak	
Oroville	
Pateros	
Riverside	
Tonasket	
Twisp	
Winthrop	
County Total:	0.6145043345%

Pacific County

Pacific County	0.4895416466%
Ilwaco	
Long Beach	
Raymond	
South Bend	
County Total:	0.4895416466%

EXHIBIT B

County	Local Government	% Allocation
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Pend Oreille County

Pend Oreille County	0.2566374940%
Cusick	
Ione	
Metaline	
Metaline Falls	
Newport	
County Total:	0.2566374940%

Pierce County

Pierce County	7.2310164020%
Auburn***	0.0628522112%
Bonney Lake	0.1190773864%
Buckley	
Carbonado	
DuPont	
Eatonville	
Edgewood	0.0048016791%
Enumclaw***	0.0000000000%
Fife	0.1955185481%
Fircrest	
Gig Harbor	0.0859963345%
Lakewood	0.5253640894%
Milton***	
Orting	
Pacific***	
Puyallup	0.3845704814%
Roy	
Ruston	
South Prairie	
Steilacoom	
Sumner	0.1083157569%
Tacoma	3.2816374617%
University Place	0.0353733363%
Wilkeson	
County Total:	12.0345236870%

San Juan County

San Juan County	0.2101495171%
Friday Harbor	
County Total:	0.2101495171%

EXHIBIT B

County	Local Government	% Allocation
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Skagit County

Skagit County	1.0526023961%
Anacortes	0.1774962906%
Burlington	0.1146861661%
Concrete	
Hamilton	
La Conner	
Lyman	
Mount Vernon	0.2801063665%
Sedro-Woolley	0.0661146351%
County Total:	1.6910058544%

Skamania County

Skamania County	0.1631931925%
North Bonneville	
Stevenson	
County Total:	0.1631931925%

Snohomish County

Snohomish County	6.9054415622%
Arlington	0.2620524080%
Bothell***	0.2654558588%
Brier	
Darrington	
Edmonds	0.3058936009%
Everett	1.9258363241%
Gold Bar	
Granite Falls	
Index	
Lake Stevens	0.1385202891%
Lynnwood	0.7704629214%
Marysville	0.3945067827%
Mill Creek	0.1227939546%
Monroe	0.1771621898%
Mountlake Terrace	0.2108935805%
Mukilteo	0.2561790702%
Snohomish	0.0861097964%
Stanwood	
Sultan	
Woodway	
County Total:	11.8213083387%

EXHIBIT B

County	Local Government	% Allocation
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Spokane County

Spokane County	5.5623859292%
Airway Heights	
Cheney	0.1238454349%
Deer Park	
Fairfield	
Latah	
Liberty Lake	0.0389636519%
Medical Lake	
Millwood	
Rockford	
Spangle	
Spokane	3.0872078287%
Spokane Valley	0.0684217500%
Waverly	
County Total:	8.8808245947%

Stevens County

Stevens County	0.7479240179%
Chewelah	
Colville	
Kettle Falls	
Marcus	
Northport	
Springdale	
County Total:	0.7479240179%

Thurston County

Thurston County	2.3258492094%
Bucoda	
Lacey	0.2348627221%
Olympia	0.6039423385%
Rainier	
Tenino	
Tumwater	0.2065982350%
Yelm	
County Total:	3.3712525050%

Wahkiakum County

Wahkiakum County	0.0596582197%
Cathlamet	
County Total:	0.0596582197%

EXHIBIT B

County	Local Government	% Allocation
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Walla Walla County

Walla Walla County	0.5543870294%
College Place	
Prescott	
Waitsburg	
Walla Walla	0.3140768654%
County Total:	0.8684638948%

Whatcom County

Whatcom County	1.3452637306%
Bellingham	0.8978614577%
Blaine	
Everson	
Ferndale	0.0646101891%
Lynden	0.0827115612%
Nooksack	
Sumas	
County Total:	2.3904469386%

Whitman County

Whitman County	0.2626805837%
Albion	
Colfax	
Colton	
Endicott	
Farmington	
Garfield	
LaCrosse	
Lamont	
Malden	
Oakesdale	
Palouse	
Pullman	0.2214837491%
Rosalia	
St. John	
Tekoa	
Uniontown	
County Total:	0.4841643328%

EXHIBIT B

County	Local Government	% Allocation
<u>Yakima County</u>		
	Yakima County	1.9388392959%
	Grandview	0.0530606109%
	Granger	
	Harrah	
	Mabton	
	Moxee	
	Naches	
	Selah	
	Sunnyside	0.1213478384%
	Tieton	
	Toppenish	
	Union Gap	
	Wapato	
	Yakima	0.6060410539%
	Zillah	
	County Total:	2.7192887991%

Exhibit C

KING COUNTY REGIONAL AGREEMENT

King County intends to explore coordination with its cities and towns to facilitate a Regional Agreement for Opioid Fund allocation. Should some cities and towns choose not to participate in a Regional Agreement, this shall not preclude coordinated allocation for programs and services between the County and those cities and towns who elect to pursue a Regional Agreement. As contemplated in C.5 of the MOU, any Regional Agreement shall comply with the terms of the MOU and any Settlement. If no Regional Agreement is achieved, the default methodology for allocation in C.4 of the MOU shall apply.



ONE WASHINGTON OPIOIDS SETTLEMENT
MEMORANDUM OF UNDERSTANDING

ONE WASHINGTON OPIOIDS MOU

WHY DO WE NEED TO SIGN?

- Settlements may be reached with the “Big 3” opioid distributors (McKesson, Cardinal Health, and AmerisourceBergen) and Johnson & Johnson to resolve claims by Washington local governments that these companies contributed to the opioid epidemic.
- The One Washington MOU establishes the framework for distributing and sharing these settlement proceeds throughout Washington.
- The One Washington MOU prioritizes regionalism, collaboration, and abatement.
- Defendants want an allocation framework in connection with settlement funds they will pay in this state.

APPROVED PURPOSES OF SETTLEMENT FUNDS

- All settlement funds must be used only for Approved Purposes.
- Approved Purposes are a long and broad list of uses that focus on forward-looking abatement strategies.
- Examples of Approved Purposes from Opioid Abatement Strategies:

Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.

Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

ALLOCATION OF SETTLEMENT FUNDS

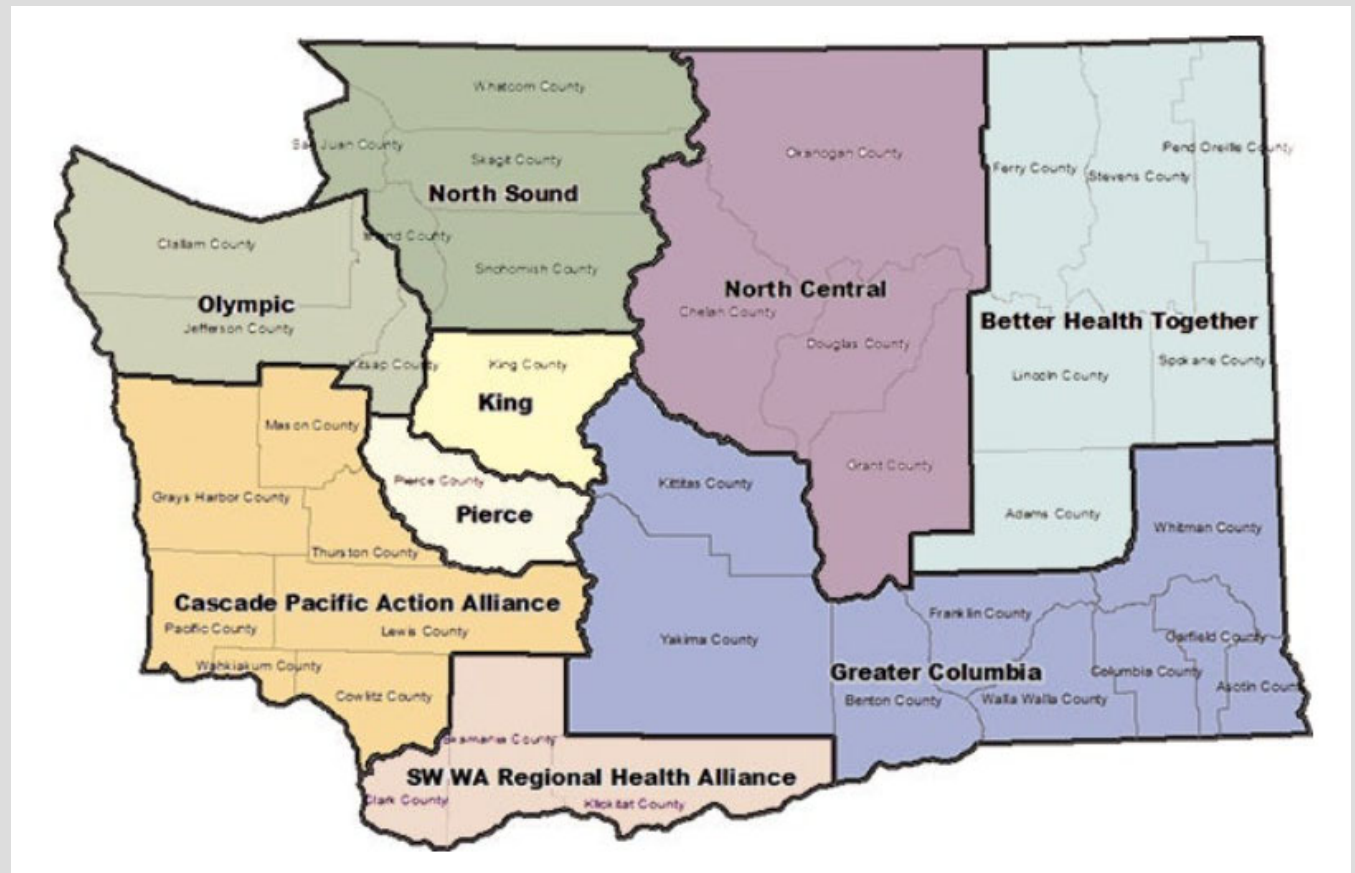
- Under the One Washington MOU, settlement proceeds will be allocated based on the methodology utilized for the Negotiation Class in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP. This formula has largely been used in other state allocation agreements as well.
- To determine the allocation to a county, this formula utilizes: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county.
- To determine the allocation within a county, the formula utilizes historical federal data showing how the specific counties and the cities and towns within the counties have made opioids epidemic-related expenditures in the past.

ALLOCATION REGIONS

- In the One Washington MOU, the regional structure for decision-making related to opioid fund allocation will be based upon the nine (9) pre-defined Washington State Accountable Community of Health Regions.
- Opioid funds will be allocated, distributed and managed within each Allocation Region, as determined by its Regional Agreement.
- A local government that chooses not to participate or sign onto the One Washington MOU will not receive a direct allocation of funds and the portion that it would have received will instead be re-allocated to the participating counties within its Allocation Region.

ALLOCATION REGIONS

- 9 Allocation Regions based on the Washington State Accountable Community of Health Regions
- Each Allocation Region will have its own Regional Agreement, which will govern allocation, management, and distribution of funds within that Allocation Region.



OPIOID ABATEMENT COUNCIL

- Prior to distribution of any funds, the participating local governments within an Allocation Region must establish an Opioid Abatement Council (OAC).
- The OAC will be responsible for:
 - Releasing funds in accordance with Approved Purposes
 - Annual review of expenditure reports
 - Developing and maintaining a centralized dashboard for the publication of expenditure data to be updated annually
 - Hearing complaints regarding failure to use funds for approved purposes or comply with reporting
- The OAC will be composed of representatives from counties, cities or towns within that Allocation Region.

ATTORNEYS' FEES AND EXPENSES

- A Washington Government Fee Fund (GFF) will be established to ensure that all parties who receive opioids funds contribute to the payment of attorneys' fees and expenses.
- The GFF will be 15% of the total cash value of opioids funds.

MOU PARTICIPATION & TIMELINE

- The One Washington MOU and participation forms can be signed by the body or individual with authority to approve and execute the documents on behalf of the local government.
- We want the MOU to be signed as soon as possible so we can begin negotiating with these defendants.
- We request that local governments to sign by April 30, 2022 (please let us know if you need more time).

QUESTIONS

David Ko

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Derek Loeser

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Arden Wilson

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Keller Rohrback L.L.P.

KELLERROHRBACK



COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	April 26, 2022
Subject:	Recognizing April 30, 2022 as Therapy Animal Day
Presenter:	N/A
Prepared By:	Shyanne Palmus
Reviewed By:	Adam Fyall
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

April 30th has been recognized as National Therapy Animal Day by Pet Partners to recognize all of the exceptional therapy animals who bring comfort and healing to those in need. Therapy animal teams throughout Benton County play an essential role in improving the health and well-being of our community, specifically in hospitals, nursing homes, schools, and hospice care.

As such, we, the Benton County Board of Commissioners, do hereby recognize the 30th of April, 2022 as Therapy Animal Day in the Benton County, and encourage our citizens to celebrate all therapy animal teams in our community and communities across the nation.

Fiscal Impact

N/A

Recommendation

Approve resolution.

Suggested Motion

N/A

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON
IN THE MATTER OF RECOGNIZING APRIL 30, 2022 AS THERAPY ANIMAL DAY

WHEREAS, there are thousands of therapy animal teams serving in communities throughout the United States; and

WHEREAS, April 30th has been recognized as National Therapy Animal Day by Pet Partners to recognize all of the exceptional therapy animals who bring comfort and healing to those in need; and

WHEREAS, therapy animal teams throughout Benton County play an essential role in improving the health and well-being of our community, specifically in hospitals, nursing homes, schools, and hospice care; and

NOW, THEREFORE, we, the Benton County Board of Commissioners, do hereby recognize the 30th of April, 2022 as

Therapy Animal Day

In the County of Benton, and encourage our citizens to celebrate all therapy animal teams in our community and communities across the nation.

Dated this 26th day of April, 2022.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest
Clerk of the Board

Original: Commissioners' Office

S. Palmus

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	April 26, 2022
Subject:	Authorizing The Chairman of the Board to Sign Addendum Between PageFreezer Software, Inc. and Benton County
Presenter:	
Prepared By:	Alex Garcia
Reviewed By:	Robert Heard, Procurement Dept
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

Resolution 2020-617 authorized the Chairman of the Board of Benton County Commissioners to sign a subscription agreement with PageFreezer Software, Inc. PageFreezer has replaced Smarsh in archiving all county social media accounts. Resolution 2021-580 included adding additional accounts for the price of \$15/month up to 20 but the pricing has since changed. Each additional social media license is now \$25.00 a month recurring annually.

Fiscal Impact

Amount: \$25.00 a month recurring annually for each additional social media account

Fund: Information Technology's approved 2021-2022 budget

Recommendation

Information Technology recommends that the Board approves the addendum to the original agreement with PageFreezer Software Inc. for each additional social media license in the amount of \$25.00 a month recurring annually excluding WSST.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN ADDENDUM BETWEEN PAGEFREEZER SOFTWARE, INC. AND BENTON COUNTY

WHEREAS, Resolution 2020-617 authorized the Chairman of the Board of Benton County Commissioners to sign a subscription agreement with PageFreezer Software, Inc.; and

WHEREAS, PageFreezer has replaced Smarsh Inc as the county's social media archiving service; and

WHEREAS, the original subscription included up to 10 social media accounts to archive and Benton County has continued to add more recently; and

WHEREAS, the addendum signed per Resolution 2021-580 with PageFreezer Software, Inc. charged \$15.00 a month recurring annually for each additional social media account up to 20 added thereafter; and

WHEREAS, PageFreezer Software, Inc. added a new addendum which changes the price to \$25.00 a month recurring annually for each additional social media account added thereafter; and

WHEREAS, Information Technology Department agrees that signing the PageFreezer Software, Inc. addendum is in the best interest of Benton County; and

WHEREAS, the Purchasing Department has reviewed this purchase and found it complies with Procurements, Leasing, and Contracting Policy; and

WHEREAS, the Prosecuting Attorney Civil Division has approved to form the agreement; **NOW THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with Information Technology's recommendation and authorizes the Chairman of the Board to sign the attached PageFreezer Software, Inc. addendum between Benton County and PageFreezer Software, Inc. that charges \$25.00 a month for each additional social media account added thereafter; and

BE IT FURTHER RESOLVED, the Chairman of the Board of Benton County Commissioners authorizes the Information Technology Manager to sign any new agreements for additional social media accounts up to 20.

Dated this 26 day of April, 2022

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board



Benton County - Additional Social Media

Prepared For

Alex Garcia
Benton County
620 Market Street
Prosser WA 99350
United States

Created By

Johnny Moynihan
PageFreezer Software, Inc.
(888) 916 3999
johnny@pagefreezer.com
<http://www.pagefreezer.com>

Additional Services Addendum

Apr 7, 2022

Quote: 8553017111

Sales person: JohnnyMoynihan

Email: johnny@pagefreezer.com

Name	Price	QTY(Months)	Subtotal
PageFreezer for Social Media - Custom Plan Social Media Archiving for up to 1 additional social media accounts. Includes continuous account monitoring and archiving at the API (Application Programming Interface) level and replay of archives on PageFreezer.com. SEC, FINRA, Open Record compliant. 1 administrative user account; API access/capture to/from Facebook, Twitter, Instagram, LinkedIn.	\$25.00	12	\$300.00
Helpdesk Standard Weekdays, 9am-5pm PST, excl. holidays, email, phone, web support, online ticket system, knowledge base, user documentation.	\$0.00	1	\$0.00

Subtotal **\$300.00**

Annual Recurring costs: \$300.00

Terms & Conditions

This is a quotation on the goods named, subject to the following conditions:

Benton County - Additional Social Media

- i) All prices in USD and excluding sales tax
- ii) Payment per year up-front
- iii) Recurring annually until cancellation
- iv) Cloud data storage in our SSAE16 (SOC 1 & SOC 2) compliant data center
- v) This Additional Services Addendum ("Addendum") is supplemental to the Master PageFreezer Subscription Agreement ("Agreement") signed between PageFreezer and Benton County on August 31, 2020.
- vi) In the event of a conflict between the terms and conditions of this Addendum and the Agreement, the terms and conditions of this Addendum shall supersede and control, unless the Agreement specifically identifies the provision(s) of the Addendum to be amended, in which case such amended terms shall apply.
- vii) Quote valid until April 11, 2022.

In WITNESS WHEREOF, I have signed this agreement effective as of the day and year upon completion of signing.

Name: Shon Small

Date: 04/26/2022

Title: Chairman of the Board

Signed: _____

Alex Garcia

From: Eric Andrews
Sent: Thursday, April 14, 2022 9:12 AM
To: Alex Garcia
Subject: RE: Pagefreezer - Additional License

I approve as to form.

Eric T. Andrews

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

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From: Alex Garcia <Alex.Garcia@co.benton.wa.us>
Sent: Thursday, April 14, 2022 9:10 AM
To: Eric Andrews <Eric.Andrews@co.benton.wa.us>
Subject: RE: Pagefreezer - Additional License

Sorry about that. I've attached the new addendum.



Alex Garcia
Assistant Manager
Benton County Information Technology
Ext 3742

From: Eric Andrews <Eric.Andrews@co.benton.wa.us>
Sent: Thursday, April 14, 2022 9:09 AM
To: Alex Garcia <Alex.Garcia@co.benton.wa.us>
Subject: RE: Pagefreezer - Additional License

I don't have an agreement to look at. Only thing I saw was the old quote.

Eric T. Andrews

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

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From: Alex Garcia <Alex.Garcia@co.benton.wa.us>
Sent: Thursday, April 14, 2022 8:49 AM
To: Eric Andrews <Eric.Andrews@co.benton.wa.us>
Subject: RE: Pagefreezer - Additional License

Thanks Eric. I'm creating new resolution. Can I get your approval on agreement so I can include or will email below be sufficient?

Thank you,



Alex Garcia
Assistant Manager
Benton County Information Technology
Ext 3742

From: Eric Andrews <Eric.Andrews@co.benton.wa.us>
Sent: Tuesday, April 12, 2022 2:21 PM
To: Alex Garcia <Alex.Garcia@co.benton.wa.us>; Robert Heard <Robert.Heard@co.benton.wa.us>
Subject: RE: Pagefreezer - Additional License

Sorry, the quote expired July 2021. If we didn't accept the service at the time that we signed everything else they are allowed to give new quote.

Eric T. Andrews

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

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From: Alex Garcia <Alex.Garcia@co.benton.wa.us>
Sent: Thursday, April 7, 2022 2:54 PM
To: Eric Andrews <Eric.Andrews@co.benton.wa.us>; Robert Heard <Robert.Heard@co.benton.wa.us>
Subject: FW: Pagefreezer - Additional License

Eric,

We are needing to add additional licenses for archiving social media accounts. The attached resolution was signed last August and the pricing was \$15/month to add each additional account with IT Manager able to add. When I asked recently if quote was still valid I was told it's not \$25/month. Does the addendum we signed have an expiration date or are we having to sign new addendum?

Thanks,



Alex Garcia
Assistant Manager
Benton County Information Technology
Ext 3742

From: Johnny Moynihan <johnny@pagefreezer.com>
Sent: Thursday, March 31, 2022 12:00 PM
To: Alex Garcia <Alex.Garcia@co.benton.wa.us>
Subject: Re: Pagefreezer - Additional License

This Message Is From an External Sender

This message came from outside your organization.

Hi Alex,

I hope you have been keeping well!

Thank you for reaching out, the company has had a pricing review that took effect at the start of March and unfortunately I cannot price additional accounts at \$15/month.

The new pricing for social media additional licenses are \$25/month.

Would you like me to proceed with sending you the additional licenses addendum in order to add the Instagram account for archiving?

Kind regards,

Johnny Moynihan

Customer Success Specialist

direct 1 604 256 5110

office 1 888 916 3999

johnny@pagefreezer.com

pagefreezer.com



CONFIDENTIAL: This message is intended only for the use of the individual(s), company, organization or agency to whom or to which it is addressed. The message may contain information that is privileged, confidential and may be exempt from disclosure of any kind under applicable law. If you have received this

message and you are not the intended recipient, you are notified that any dissemination, distribution or copying of this communication is strictly prohibited. Furthermore, the use of any personal or confidential information found herein may violate privacy laws and other applicable laws in your jurisdiction and beyond. If you have received this communication in error, please notify PageFreezer immediately by email at legal@pagefreezer.com.

On Thu, Mar 31, 2022 at 8:45 AM Alex Garcia <Alex.Garcia@co.benton.wa.us> wrote:

Johnny,

We are looking at adding an additional license to archive an Instagram account. Per our addendum just wanted to verify it is still just \$15/month for each account.

Thanks,



Alex Garcia
Assistant Manager

Benton County Information Technology

Ext 3742

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	April 26, 2022
Subject:	Approving a One-Year Scanner Hardware Maintenance Service Contract from ImageSource, Inc.
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	Procurement Dept, Eric Andrews
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

Document scanning is an integral part of business at Benton County. With departments growing more dependent on scanning documents, good maintenance and support of the County's scanner fleet is even more vital. It is in the County's best interest to keep maintenance contracts and/or extended warrants current for all high use/high availability scanners. Information Technology received a scanner maintenance quote from Washington State approved vendor number W114, ITPS Program – Contract # 08215 Two Tier Solutions, ImageSource Inc. ImageSource, Inc has approved a one-year scanner maintenance contract term starting upon Board approval.

Fiscal Impact

Amount: \$9,955.00 excluding WSST.

Fund: 2021-2022 Information Technology budgeted funds.

Recommendation

Information Technology recommends that the Board approve a one-year scanner hardware maintenance service contract from ImageSource, Inc.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING A ONE-YEAR SCANNER HARDWARE MAINTENANCE SERVICE CONTRACT FROM IMAGESOURCE, INC., TUMWATER, WASHINGTON

WHEREAS, the County has grown dependent on scanning technology which has allowed departments to adopt practices that decreases the use of paper products while boosting efficiencies; and

WHEREAS, good scanner maintenance helps protect the County's investment in scanning technology and improves the total lifespan of the hardware; and

WHEREAS, Information Technology has received a scanner maintenance quote to cover all the County's high volume/high use Fujitsu scanners from ImageSource, Inc.; and

WHEREAS, Information Technology recommends that the Board sign a one-year scanner hardware maintenance service contract to protect the County's Fujitsu scanner technology; and

WHEREAS, ImageSource, Inc. is a State approved vendor number W114, ITPS – Contract Number 08215 Tow Tier Solutions; and

WHEREAS, the Purchasing Department has reviewed this purchase and found it complies with Procurement, Leasing, and Contracting Policy; and

WHEREAS, the Prosecuting Attorney Office, Civil Division has reviewed and approved as to form a one-year scanner maintenance service contract; **NOW THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with Information Technology's recommendation and authorizes the Chairman of the Board to sign a one-year scanner hardware maintenance service contract in an amount not to exceed \$10,811.13 including Washington State Sales Tax using approved 2021-2022 Information Technology funds; and

BE IT FURTHER RESOLVED, upon signature, the length of this contract between the County and ImageSource, Inc., Tumwater, Washington will be for one-year ending March 31, 2023.

Dated this 26 day of April, 2022

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

**BENTON COUNTY
PERSONAL SERVICES CONTRACT**

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **IMAGESOURCE, INC.** a corporation organized under the laws of the State of Washington with its principal offices at 3003 Sunset Way SE, Tumwater, WA 98501-3400 (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 document:

Exhibit A – ImageSource Quotation No. 220105NC5057

2. DURATION OF CONTRACT

The term of this Contract shall begin on the last date signed and shall expire on March 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

- a. The CONTRACTOR shall provide the County with one-year on-site hardware maintenance support with a two to three business day response time that includes one project manager. Parts, labor, travel, and consumables are included with hardware maintenance support. This service only includes Fujitsu scanners with scanner serial numbers included in Exhibit A - ImageSource Quotation No. 220105NC5057 which is attached hereto and incorporated herein by reference.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as requested by the COUNTY.

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Name: Nicholas Coker
Address: 3003 Sunset Way SE
Tumwater, WA 98501-3400
Phone: 360-943-9273
Email: nickn@imagesourceinc.com

b. For COUNTY:

Name: Robert Heard
Address: 620 Market Street
Prosser, WA 99350
Phone: 509-737-3529
Email: robert.heard@co.benton.wa.us

5. COMPENSATION

- a. For the services performed under this Contract, the CONTRACTOR shall be paid at the rates set forth in Exhibit A - ImageSource Quotation No. 211220NC5057-3.
- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed Nine Thousand Nine Hundred Fifty-five Dollars and Zero Cents \$9,955.00, excluding W.S.S.T.
- c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- d. The CONTRACTOR may, in accordance with Exhibit A, submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.
- e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.

- g. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

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

7. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTY. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY or its officers, officials, employees, or agents.
- b. In any and all claims against the COUNTY and its officers, officials, employees, and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 7 shall survive termination and expiration of this Contract.**
- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the CONTRACTOR, or the CONTRACTOR'S employees, agents, or subcontractors.

8. **INSURANCE**

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

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

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

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

The CONTRACTOR must provide commercial general liability coverage that does not exclude activities to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 7. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies

as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

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

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

- c. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any autos owned by the CONTRACTOR (Symbol 1), or if the CONTRACTOR has no owned autos, any hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars (\$1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations are by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.
- d. **Cyber Liability:** The CONTRACTOR shall maintain cyber liability insurance for not less than one million dollars (\$1,000,000) per occurrence and an annual aggregate of two million dollars (\$2,000,000) covering claims involving privacy violations, information theft, damage to or destruction of electronic information, extortion, and network security. Such coverage is required only if any products and/or services related to information technology (including hardware and/or software) are provided to COUNTY and for claims involving any professional services for which the CONTRACTOR is engaged with COUNTY for such length of time as necessary to cover any and all claims.
- e. **Other Insurance Provisions:**
 - 1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY or its elected and appointed officers, officials, employees, or agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.
 - 2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
 - 3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.
 - 4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - 5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract shall be written on an Occurrence Policy form.
8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.
9. Compensation and/or payments due to CONTRACTOR under this Contract are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

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

1. All insurance to be maintained by the CONTRACTOR, other than Auto Liability and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or cancelled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY and its elected or appointed officials, employees, and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.
2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTY's Contract Representative referenced in Section 4.
3. All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.

4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager to the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. TERMINATION

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- b. In the event that funding for this project is withdrawn, reduced, or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this subsection shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.
- c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee, or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTY.
- d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state, or local law that are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S Contract Representative, or designee.

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

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

15. 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 COUNTY. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefrom to the extent such use is not agreed to in writing by the CONTRACTOR.

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

17. PATENT/COPYRIGHT INFRINGEMENT

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

18. DISPUTES

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

19. CONFIDENTIALITY

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

20. CHOICE OF LAW, JURISDICTION, AND VENUE

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

21. SUCCESSORS AND ASSIGNS

The COUNTY, to the extent permitted by law, and the CONTRACTOR each bind themselves and

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

22. SEVERABILITY

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

23. ENTIRE AGREEMENT

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

24. NOTICES

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

25. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to: indemnification provisions (Sections 7 and 17); 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 COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section 14 of this Contract may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule required by Section 14 of this Contract.

27. PUBLIC RECORDS ACT

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

28. SECURITY BACKGROUND CHECK

The CONTRACTOR, its employees, subcontractors, and their employees who will be working onsite will be required to complete in full the Security Background Check, which can be found at <https://bentoncountywa.jotform.com/211997385382974>. Successful completion of the background check, as determined by the COUNTY, is required prior to the first day of work or entry into the jail. The COUNTY reserves the right to interview CONTRACTOR employees, or subcontractor employees as part of the security background process. The CONTRACTOR agrees to remove any of its employees, or subcontractor employees, prior to performance hereunder if in the sole discretion of the COUNTY said employees fail the Security Background Check. In addition, CONTRACTOR agrees to provide the COUNTY notice if during the performance of work hereunder any of its' employees, or subcontractors' employees, are charged with or convicted of any crime. Finally, if the CONTRACTOR, its employees, subcontractors, or their employees are working in the jail area and discover that a friend or family member is in the jail's custody they must immediately notify jail staff.

If fingerprints are required, CONTRACTOR, its employees, subcontractors, and their employees who will be working onsite must present themselves, their government issued identification and a check, exact cash, or money order for \$34.25 for livescan, or \$71.25 if required to ink roll the fingerprint, to the records staff at the Benton County Corrections Department. Fingerprints will be taken and submitted to Washington State Patrol for verification. A complete fingerprint based criminal history check and local criminal history will be completed by the Records Sergeant. Information regarding any felony or misdemeanor conviction history will be presented to the Chief of Corrections for a determination if the individual will be allowed UNESCORTED access to the facility. Any felony convictions for a Contractor's employee will be presented to the Washington State Patrol WSP ACCESS section to determine if they will allow unescorted access to locations which have access to the network housing the ACCESS program; which is anything connecting to the COUNTY network and the majority of computers within the facilities.

It will be solely determined by the COUNTY if the CONTRACTOR, its employees, subcontractors, and their employees will be required to complete the CJIS online training. This is a web-based training accessible from any computer.

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

Dated: _____

4/13/2022
Dated: _____

FOR: BENTON COUNTY

FOR: IMAGESOURCE, INC.

Shon Small, Chairman
Board of County Commissioners

DocuSigned by:

Brittany Krier

Signature

Account Executive

Title:

Brittany Krier

Print Name

Approved as to Form:

DocuSigned by:

Eric Andrews

Eric Andrews, Civil
Deputy Prosecuting Attorney



3003 Sunset Way SE
Tumwater, WA 98501-3400

Voice: 360-943-9273

Fax: 360-943-4449

QUOTATION

Quote Number: 220105NC5057

Quote Date: Mar 18, 2022

Page: 1

Quoted To:

BENTON COUNTY INFORMATION
TECHNOLOGY
620 MARKET STREET
PO BOX 608
PROSSER, WA 99350

Ship To:

BENTON COUNTY CENTRAL SERVICES
620 MARKET STREET
PO BOX 608
PROSSER, WA 99350
USA

Customer ID	Good Thru	Payment Terms	Sales Rep
5057	4/17/22	Net 30 Days	2117

Quantity	Item	Description	Unit Price	Amount
5.00	ILINX-CARE	COVERAGE BETWEEN 3/31/2022 TO 3/30/2022 ILINX CARE HARDWARE MAINTENANCE FOR FI-7700 1 YEAR ON-SITE 2-3 BUSINESS DAY RESPONSE INCL 1 PM, PARTS, LABOR, TRAVEL (EXCLUDES CONSUMABLES) SCANNER SERIAL NUMBERS: AU4D002637, AU4D001642, AU4D002117, AU4D002108, AU4D001840	1,100.00	5,500.00
7.00	ILINX-CARE	ILINX CARE HARDWARE MAINTENANCE FOR FI-7260 SCANNER 1 YEAR COVERAGE INCLUDES AUR, 1 PM VISIT PER YEAR, PARTS, LABOR, AND TRAVEL (EXCLUDES CONSUMABLES) SCANNER SERIAL NUMBERS: A3RD004858, A3RD003024, A3RDC00239, A3RDC03972, A3RDC05606, A3RDC06255, A3MAC47928	495.00	3,465.00
2.00	ILINX-CARE	ILINX CARE HARDWARE MAINTENANCE FOR FI-7280 SCANNER 1 YEAR COVERAGE INCLUDES AUR, 1 PM VISIT PER YEAR, PARTS, LABOR, AND	495.00	990.00
			Subtotal	Continued
			Sales Tax	Continued
			TOTAL	Continued



Invoices paid by credit card may be subject to a processing fee if not paid at point of sale.

Past due invoices are subject to a 3% late fee.

*Applicable State and Local Taxes are subject to change dependent on shipping



3003 Sunset Way SE
Tumwater, WA 98501-3400

Voice: 360-943-9273

Fax: 360-943-4449

QUOTATION

Quote Number: 220105NC5057

Quote Date: Mar 18, 2022

Page: 2

Quoted To:

BENTON COUNTY INFORMATION
TECHNOLOGY
620 MARKET STREET
PO BOX 608
PROSSER, WA 99350

Ship To:

BENTON COUNTY CENTRAL SERVICES
620 MARKET STREET
PO BOX 608
PROSSER, WA 99350
USA

Customer ID	Good Thru	Payment Terms	Sales Rep
5057	4/17/22	Net 30 Days	2117

Quantity	Item	Description	Unit Price	Amount
		TRAVEL (EXCLUDES CONSUMABLES) SCANNER SERIAL NUMBERS: A2JD000260, A2JDC06721		
			Subtotal	9,955.00
			Sales Tax	856.13
			TOTAL	10,811.13



Invoices paid by credit card may be subject to a processing fee
if not paid at point of sale.
Past due invoices are subject to a 3% late fee.

*Applicable State and Local Taxes are
subject to change dependent on shipping

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 04/12/22 BC 04/26/22		
Subject:	Amendment No. 1 to Professional Services Contract with Lutheran Community Services Northwest		
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

The purpose of Professional Services Contract Amendment No.1 is to amend Section 3b ("Contract Representative") and Section 4 of the Contract ("Compensation") in its entirety to increase "Mental Health Clinician" rate from \$50 to \$55 per hours and decrease "Mental Health Supervisor" from 10 to 5 hours per week. The change in "Mental Health Supervisor" hours will save the Juvenile Justice Center \$400 per month.

The attached Professional Services Contract Amendment No. 1 shall begin April 1, 2022 and expires on December 31, 2022.

Fiscal Impact

The amount not to exceed shall remain as \$300,000.00 to be paid out of Public Safety Tax Fund 171 Juvenile Operation. No supplement needed.

Recommendation

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign the Professional Services Contract Amendment No. 1 between Lutheran Community Services Northwest and the Benton-Franklin Counties Juvenile Justice Center for services.

Suggested Motion

Approved 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 EXECUTING PROFESSIONAL SERVICES CONTRACT AMENDMENT NO. 1 BETWEEN LUTHERAN COMMUNITY SERVICES NORTHWEST TO PROVIDE MENTAL HEALTH ASSESSMENTS, CRISIS MANAGEMENT, CASE PLANNING, COORDINATION OF SERVICES AND TRANSITIONAL COORDINATION OF CARE TO YOUTH IN DETENTION APPROVED BY BENTON COUNTY RES. NO. 2020 859 AND FRANKLIN COUNTY RES. NO. 2020 237

WHEREAS, Benton Franklin Counties Juvenile Justice Center currently contracts with Lutheran Community Services Northwest; and

WHEREAS, the purpose of Professional Services Contract Amendment No. 1 is to amend Section 3b ("Contract Representative") and Section 4 ("Compensation") of the agreement; and

WHEREAS, the Juvenile Administrator recommends entering into a new Professional Services Contract Amendment No. 1; **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, concurs with the Juvenile Administrator's recommendation and approves the Professional Services Contract Amendment No. 1 between Lutheran Community Services Northwest and Benton Franklin Counties Juvenile Justice Center; and

BE IT FURTHER RESOLVED, that the Chairs are authorized to sign the attached Professional Services Contract Amendment No. 1; and

BE IT FURTHER RESOLVED, the term of the attached Contract Amendment No. 1 commences April 1, 2022 and expires on December 31, 2022.

DATED this ____ day of _____ 2022

BENTON COUNTY BOARD OF COMMISSIONERS

DATED this ____ day of _____ 2022

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chair of the Board

Chair of the Board

Chair Pro Tem

Chair Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Clerk of the Board

Clerk of the Board

JUDGES

Hon. Alexander C. Ekstrom
Hon. Jacqueline Shea-Brown
Hon. Joseph M. Burrowes
Hon. Samuel P. Swanberg
Hon. David L. Petersen
Hon. Jacqueline I. Stam
Hon. Norma Rodriguez

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



DARRYL BANKS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

5606 W CANAL PLACE, SUITE 106 • KENNEWICK, WASHINGTON 99336-1388
PHONE (509) 783-2151 • FAX (509) 736-2728

DARIN R. CAMPBELL
ARTHUR D. KLYM
DIANA N. RUFF
Court Commissioners

PROFESSIONAL SERVICES CONTRACT AMENDMENT NO. 1

This Contract Amendment No. 1 is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties"), and Lutheran Community Services Northwest, 4040 South 188th Street, Suite 300, SeaTac, WA 98188 (hereinafter referred to as "CONTRACTOR").

In consideration of the mutual benefits and covenants contained herein and in the parties' contract, numbered as Benton County Resolution No. 2020 859 and executed on November 17, 2020 and Franklin County Resolution No. 2020 237 and executed on November 3, 2020 (the "Contract"), the parties agree to amend the Contract as follows:

1. Section 3(b) of the Contract ("Contract Representative") shall be amended and shall read:

- b. For COUNTIES:

Name:	David Wheeler, Interim Administrator
Address:	5606 W. Canal Pl., Ste. 106 Kennewick, WA 99336
Phone:	(509) 737-2745
Email:	David.Wheeler@co.benton.wa.us

2. Section 4 of the Contract ("Compensation"), shall be amended in its entirety and shall read:

- a. The CONTRACTOR will be paid at the rate of \$250.00 for each CDDA Mental Health Disposition Alternative Assessment up to four hours. Assessments over four hours will be paid at the agreed upon hourly rate of \$60.00 for each additional hour. Assessments taking in excess of four hours will need prior approval of the Probation Manager or Juvenile Court Administrator.
 - b. The Mental Health Clinician will be paid at a rate of \$55.00 per hour not to exceed 40 hours per week.
 - c. The Behavioral Interventionists will be paid at a rate of \$35.00 per hour not to exceed 20 hours per week.
 - d. The Mental Health Supervisor will be paid at a rate of \$60.00 per hour not to exceed 5 hours per week.

- e. The maximum total amount payable by the COUNTIES to the CONTRACTOR under this Contract shall not exceed three hundred thousand dollars (\$300,000.00).
- f. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- g. 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.
- h. 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.
- i. 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.
- j. 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.

Except as expressly provided in this Contract Amendment No. 1, all other terms and conditions of the original Contract shall remain in full force and effect.

This Amendment shall be effective April 1, 2022 and shall expire December 31, 2022.

Lutheran Community Services Northwest 4040 S 188 th St, Ste 300 SeaTac, WA 98188	Benton Franklin Counties Juvenile Justice Center 5606 W Canal PL STE 106 Kennewick WA 99336-1388
 3/25/2022	 3/29/22
David Duea President & CEO	David Wheeler Interim Juvenile Court Administrator
BENTON COUNTY APPROVAL Approved as to Form:  Stephen Hallstrom, Deputy Prosecuting Attorney Date	FRANKLIN COUNTY APPROVAL Approved as to Form: _____ Deputy Prosecuting Attorney Date
By: _____ Name: _____ Title: <u>Chair, Board of Commissioners</u>	By: _____ Name: _____ Title: <u>Chair, Board of Commissioners</u>
Date: _____	Date: _____
Attest: _____	Attest: _____
Clerk of the Board: _____	Clerk of the Board: _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	April 26, 2022
Subject:	Amendment of public defense professional services agreement with Michelle Dorsett
Presenter:	n/a
Prepared By:	Eric Hsu
Reviewed By:	Denise Gerry
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 currently contracts with attorney Michelle Dorsett ("Attorney") for public defense services in Benton County District Court by way of a professional services agreement (executed through Resolution #2021-821 (the "Agreement")).

When the Agreement was initially negotiated with Attorney, it was contemplated that Attorney would be responsible for one of the two regularly scheduled arraignment dockets each month that are held on the Prosser docket. The other arraignment docket would be handled by another attorney, Trinity Orosco, who had agreed to handle that as well as conflict cases. The compensation terms agreed with attorney Orosco called for her to be compensated in the amount of \$250 per arraignment docket.

Attorney Orosco has since reneged on her previous agreement and decided not to enter into an agreement to handle any Prosser cases at all including the arraignment docket. This has resulted in Attorney needing to handle both of the regularly scheduled arraignments on the Prosser docket each month. As a result of this increased scope of work throughout the term of her Agreement, it is appropriate to compensate Attorney with an additional \$250 per month (equivalent to what the County would have paid attorney Orosco for the same).

The proposed amendment accomplishes this.

Fiscal Impact

None beyond budgeted.

Recommendation

Recommend approving the proposed amendment to the professional services agreement with Michelle Dorsett, increasing the monthly compensation by \$250 to account for the one additional arraignment docket Attorney will need to cover.

Suggested Motion

Approve with Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AMENDING RESOLUTION 2021-821 THE DISTRICT COURT PUBLIC DEFENSE PROFESSIONAL SERVICES AGREEMENT WITH ATTORNEY MICHELLE DORSETT TO PROVIDE FOR ATTORNEY TO RECEIVE ADDITIONAL COMPENSATION FOR THE ADDITIONAL ARRAIGNMENT DOCKET SHE WILL HAVE TO HANDLE EACH MONTH

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

WHEREAS, County has been contracting with attorney Michelle Dorsett ("Attorney") to provide Services by way of a professional services agreement ("Agreement"); and

WHEREAS, it has become necessary to modify the nature of the Services provided by Attorney because of the departure of another attorney and therefore the need for Attorney to handle additional duties (an additional arraignment docket each month); and

WHEREAS, it is therefore appropriate to amend the Agreement with Attorney to provide for provide for Attorney to receive additional compensation for the additional arraignment docket she will have to handle each month; **NOW, THEREFORE**

BE IT RESOLVED that the public defense professional services agreement with attorney Michelle Dorsett, previously executed by and through Resolution #2021-821, is hereby amended as proposed, to provide for provide for Attorney to receive additional compensation for the additional arraignment docket she will have to handle each month.

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

**AMENDED
PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL
REPRESENTATION TO INDIGENT PERSONS IN
BENTON COUNTY DISTRICT COURT
CONTRACT # BCDC2122MRD001A**

CONTRACT SUMMARY			
Contract Type	Monthly Compensated – Prosser Only		
Contract Number	BCDC2122MRD001A	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 previously 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.

IS HEREBY AMENDED AS FOLLOWS:

5. CONTRACT DUTIES.

d) *Arraignment Counsel* assignment: Instead of the previously anticipated one arraignment docket per month (with the other docket covered by attorney Trinity

Orosco), Attorney shall provide provisional representation services at both regularly scheduled arraignment dockets on the Prosser docket each month.

12. COMPENSATION.

Since Attorney will be responsible for one additional arraignment docket each month above and beyond originally anticipated, Attorney shall be compensated in the amount of an additional \$250 per month. This additional compensation shall be retroactive to the commencement of the Agreement (January 1, 2022) since Attorney has been handling all of the Prosser arraignments dockets since that time. This additional compensation shall be payable on the last business day of each month, together with Attorney's other monthly payable contract compensation and Attorney shall not be required to file a separate Claim for Compensation in order to be eligible for such compensation payment.

This Amendment shall take effect retroactively to January 1, 2022. The remaining provisions in the underlying Agreement shall remain in full force and effect.

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

ATTORNEY

Date 3/1/2022

Signed by: _____
Michelle R. Dorsett

Michelle Dorsett, WSBA #47766

DocuSigned by:
Eric Hsu
F80F38017789473...

Eric Hsu
Public Defense Manager

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	April 26, 2022
Subject:	Early termination of professional services agreement with Summer Rife
Presenter:	n/a
Prepared By:	Eric Hsu
Reviewed By:	Denise Gerry
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 currently contracts with attorney Summer Rife ("Attorney") for public defense services in Benton County District Court (executed through Resolution #2020-886). The agreement provides that either party may terminate the agreement early, with or without cause, simply by written notice with a requisite notice period.

Attorney has provided such notice of early termination, by way of a written notice dated August 16, 2021. The proposed resolution acknowledges this notice and sets November 14, 2021 as the final effective date of the early termination, pursuant to the provisions of the agreement.

Note: this resolution is for record-keeping purposes only and pertains to action that has already transpired previously.

Fiscal Impact

None

Recommendation

Recommend approving proposed resolution which acknowledges the early agreement termination notice tendered by attorney Summer Rife on August 16, 2021 and sets November 14, 2021 as the final effective date of the termination.

Suggested Motion

Approve with Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF ACKNOWLEDGING THE EARLY TERMINATION NOTICE OF ATTORNEY SUMMER RIFE, AN ATTORNEY HOLDING A PUBLIC DEFENSE CONTRACT IN BENTON COUNTY DISTRICT COURT

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

WHEREAS, attorney Summer Rife ("Attorney") has been providing public defense services in Benton County District Court pursuant to a public defense contract with Benton County; and

WHEREAS, the said professional services agreement provides for either party to provide notice of early agreement termination; and

WHEREAS, Attorney has, in fact, provided notice of early agreement termination in a notice dated August 16, 2021 (attached as Exhibit "A"); and

WHEREAS, this Resolution is for record-keeping purposes only and pertains to action that has already transpired in 2021; and

WHEREAS, pursuant to Attorney's professional services agreement, the notice, as provided, will result, retroactively, in a final effective date of November 14, 2021, with certain post-notice and post-effective date appointment eligibility and continuing case responsibility as detailed in said professional services agreement; **NOW, THEREFORE**

BE IT RESOLVED that the District Court professional services agreement with attorney Summer Rife, executed by and through Resolution #2020-886, is hereby terminated at the request of Attorney, pursuant to Attorney's Notice of Early Termination dated August 16, 2021 with a final effective termination date of November 14, 2021 and with post-notice and post-effective date appointment eligibility and continuing case responsibility as detailed in attorney Summer Rife's professional services agreement.

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



Rodriguez Interiano Hanson and Rodgers PLLC

Norma Rodriguez, Attorney
Mario Interiano, Attorney
Dennis Hanson, Attorney
Scott Rodgers, Attorney

August 16, 2021

Eric Hsu
Benton County Office of Public Defense
7122 W Okanogan Pl., #A
Kennewick, WA 9933

Dear Eric,

I want to say thank you for allowing me to serve as a contract public defender in Benton County District Court. I have found your office and my attorney colleagues to be very supportive and wonderful to work with.

After significant thought and a reevaluation of my professional and personal responsibilities I have decided to relocate to Spokane. I would like to terminate my contract at the end of the calendar year. The driving force behind this decision is the reality that my family resides in Spokane and driving back and forth every weekend is not sustainable.

I would like to reiterate how much I appreciate the opportunity to work with the Benton County Office of Public Defense and how much I have enjoyed working in this community. I had hoped to get to know you better, but, the challenges of COVID-19 and the large work load made that difficult.

Please call me or email me if you would like to discuss this further.

Thank you,

Summer Rife
Summer M. Rife

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	April 26, 2022
Subject:	Early termination of professional services agreement with Scott Rodgers
Presenter:	n/a
Prepared By:	Eric Hsu
Reviewed By:	Denise Gerry
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 currently contracts with attorney Scott Rodgers ("Attorney") for public defense services in Benton County Superior Court (executed through Resolution #2020-939). The agreement provides that either party make terminate the agreement early, with or without cause, simply by written notice with a requisite notice period.

Attorney has provided such notice of early termination, by way of a written notice dated August 31, 2021. The proposed resolution acknowledges this notice and sets December 31, 2021 as the final effective date of the early termination, pursuant to the provisions of the agreement.

Note: this resolution is for record-keeping purposes only and pertains to action that has already transpired previously.

Fiscal Impact

None

Recommendation

Recommend approving proposed resolution which acknowledges the early agreement termination notice tendered by attorney Scott Rodgers on August 31, 2021 and sets December 31, 2021 as the final effective date of the termination.

Suggested Motion

Approve with Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF ACKNOWLEDGING THE EARLY TERMINATION NOTICE OF ATTORNEY SCOTT RODGERS, AN ATTORNEY HOLDING A PROFESSIONAL SERVICES AGREEMENT IN BENTON COUNTY SUPERIOR COURT

WHEREAS, Benton County is obligated by law to provide indigent defense services in Benton County Superior Court; and

WHEREAS, attorney Scott Rodgers ("Attorney") has been providing public defense services in Benton County Superior Court pursuant to a professional services agreement with Benton County; and

WHEREAS, the said professional services agreement provides for either party to provide notice of early contract termination; and

WHEREAS, Attorney has, in fact, provided notice of early agreement termination in a notice dated August 31, 2021 (attached as Exhibit "A"); and

WHEREAS, this Resolution is for record-keeping purposes only and pertains to action that has already transpired in 2021; and

WHEREAS, pursuant to Attorney's professional services agreement, the notice, as provided, will result in a final effective date of December 31, 2021, with certain post-notice and post-effective date appointment eligibility and continuing case responsibility as detailed in said professional services agreement; **NOW, THEREFORE**

BE IT RESOLVED that the Superior Court professional services agreement with attorney Scott Rodgers, executed by and through Resolution #2020-939, is hereby terminated at the request of Attorney, pursuant to Attorney's Notice of Early Termination dated August 31, 2021 with a final effective termination date of December 31, 2021 and with post-notice and post-effective date appointment eligibility and continuing case responsibility as detailed in attorney Scott Rodgers's professional services agreement.

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

EXHIBIT "A"

Eric Hsu

From: Scott Rodgers <scott@rihr-law.com>
Sent: Tuesday, August 31, 2021 1:24 PM
To: Eric Hsu
Subject: [EXTERNAL] Scott Rodgers - Contract termination / non-renewal

EXTERNAL EMAIL WARNING!!!: This email originated from outside of Benton County. **DO NOT** click links or open attachments unless you recognize the sender and know the content is safe.

Hi, Eric:

Per our discussion today, I will not be renewing my OPD contract next year. This e-mail serves as notice of intent to terminate the contract. My intent is to serve my current contract out through the end of the year – in other words, it's not technically an early termination of the current contract, so much as notice of non-renewal.

As we also discussed, my decision is certainly not due to any negative feelings or reactions to OPD or Benton County, and I have only the highest regards for you, the department, and the practice. I can be flexible in continuing to work my current contract.

Based on my records to-date, which might not reflect very recent new assignments, I am carrying the following case load, (waterfall format):

TOTAL OPEN CASES:	123
Less 3 in SOC, SOSA, ResDOSAs	
Awaiting rvw hrg:	120
Less 26 in FTA status, yields	
Total "active" cases:	94

NOTE: I have one case from my District Court contract, (3 years ago), which will probably go to trial in a couple of months. I'll cover it, not ask for additional reimbursement.

MOST-RECENT FTA BREAKOUT:

Aug 2021:	4
Jul 2021:	3
Jun 2021:	3
May 2021:	4
Apr 2021:	3
Jan-Mar 2021:	2
2020:	6
2019:	1
TOTAL:	26

Thank You!
Scott

SCOTT E. RODGERS, JD, MBA
RODRIGUEZ INTERIANO HANSON & RODGERS, PLLC
7502 West Deschutes Place

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	April 26, 2022
Subject:	Eaton Park Improvement Club, Inc.; Franchise Renewal
Presenter:	N/A
Prepared By:	Jackie Mayfield
Reviewed By:	Douglas 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

Eaton Park Improvement Club, Inc. has submitted an application to establish their franchise within Benton County Road right of way.

A public hearing was held October 12th, 2021, to consider the request of Eaton Park Improvement Club, Inc. who has applied for a nonexclusive franchise to have a domestic water system and facilities in unincorporated Benton County.

Fiscal Impact

N/A

Recommendation

Benton County Public Works recommends the Commissioners approve the Franchise Order and Agreement with Eaton Park Improvement Club, Inc., subject to the 6 items listed in the report to the Commissioners.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FRANCHISES RE: GRANTING A FRANCHISE TO EATON PARK IMPROVEMENT CLUB, INC. TO PLACE A DOMESTIC WATER SYSTEM AND FACILITIES IN COUNTY ROAD RIGHTS OF WAY

WHEREAS, a public hearing was held October 12th, 2021, to consider the request of Eaton Park Improvement Club, Inc, who has applied for a nonexclusive franchise to place a domestic water system and facilities in unincorporated Benton County; and

WHEREAS, after hearing the testimony regarding the request for a franchise, the Board finds as follows:

1. The term of the franchise shall be a ten-year (10) period, expiring September 30th, 2030, with an associated cost of \$500.00;
2. The Grantee is to carry liability insurance with Benton County named as an insured with a minimum limit of \$1,000,000.00. A copy of the proof of insurance is to be provided to Benton County yearly;
3. Placement of facilities within the right of way shall meet all requirements of Benton County as to location and repair of roads and right of way;
4. Should Benton County require utility relocation work because of road construction, maintenance, or any other reason, said work shall be at the Grantee's expense;
5. The franchise is nonexclusive;
6. The Grantee is to sign the Order and Agreement for Nonexclusive Franchise;

WHEREAS, Eaton Park Improvement Club, Inc, has agreed to the terms and has signed the Order and Agreement for Nonexclusive Franchise, said Order having been approved as to form by the Prosecuting Attorney's Office; **NOW, THEREFORE**

BE IT RESOLVED that the franchise with Eaton Park Improvement Club, Inc. for a domestic water system and facilities in County road rights of way be approved and that the Board indicates its approval by its signatures on the Order and Agreement for Nonexclusive Franchise.

Dated this 26^h day of April 2022

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

Return to:
Benton County Public Works
P. O. Box 1001
Prosser, WA 99350

Grantor: Benton County
Grantee: Eaton Park Improvement Club, Inc.

BEFORE THE BOARD OF COUNTY COMMISSIONERS

BENTON COUNTY, STATE OF WASHINGTON

IN THE MATTER OF THE APPLICATION OF)
EATON PARK IMPROVEMENT CLUB, INC. FOR A)
NONEXCLUSIVE FRANCHISE TO LOCATE,)
CONSTRUCT, MAINTAIN, OPERATE, USE, AND IF) No. _____
NECESSARY, REMOVE DOMESTIC WATER)
SYSTEMS AND FACILITIES WITHIN THE COUNTY) ORDER AND AGREEMENT FOR
OF BENTON, STATE OF WASHINGTON, UPON,) NONEXCLUSIVE FRANCHISE
OVER, UNDER, ALONG, AND ACROSS CERTAIN)
COUNTY ROADS AND PUBLIC HIGHWAYS, OR)
PARTS THEREOF, NOT WITHIN THE LIMITS OF)
ANY INCORPORATED CITY OR TOWN.)

FINDINGS

NOW, on this _____ day of _____ the petition and application of
EATON PARK IMPROVEMENT CLUB, INC., for the authority and nonexclusive Franchise,
for a term of ten (10) years, to install, locate, construct, maintain, operate, use, and, if necessary,
remove DOMESTIC WATER SYSTEMS AND FACILITIES under, upon, over, along and
across Benton County roads, highways, streets, alleys, bridges, and rights-of-ways, or other
County property, hereinafter called County roads or rights-of-ways, described in said application
by reference to the sections, townships, and ranges in which said County roads or rights-of-ways
are physically located within the County of Benton, State of Washington, and not within the

corporate limits of any incorporated city or town therein, coming on to be heard before this, the Board of County Commissioners of and from said Benton County, Washington, and this Board having heretofore fixed this time and place for the hearing of said petition, and it appearing that the County Engineer has given notice of the time and place of said hearing by posting in three places in the Benton County Courthouse with written or printed notices of the time and place of this hearing in accordance with the laws of the State of Washington, and also by publishing a like notice two (2) times in the Prosser Record Bulletin newspaper of general circulation published in Benton County, Washington, and it appearing that the notices so posted and published stated the name of the applicant and a description by reference to sections, townships and ranges in which the County roads or rights-of-ways to be included in the Franchise for which application is made are physically located, and also state the time and place fixed for said hearing, and after hearing all persons interested in the matter of said petition, and at which hearing the qualifications of the Grantee were heard, the Board deeming it for the public interest to grant the Franchise and authority so applied for.

ORDER

IT IS HEREBY ORDERED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

There is hereby granted to EATON PARK IMPROVEMENT CLUB, INC., hereafter called the Grantee, subject to all provisions, conditions, covenants and requirements of this order and agreement, the right, privilege and nonexclusive Franchise, to install, locate, construct, maintain, operate, use, and, if necessary, remove DOMESTIC WATER SYSTEMS AND FACILITIES, and all necessary appurtenances thereto, hereinafter called the distribution system, under, upon, over, along, or across those portions of any and all County roads or rights-of-ways, which lie within those legal subdivisions within the County of Benton, State of Washington, set forth and described in "Exhibit A" attached hereto and by this reference made a part hereof, excluding, however, from such subdivisions any portion thereof which is within the corporate limits of any incorporated city or town, but including all portions of said subdivisions which are within any unincorporated town or community. Benton County Resolution No. 72-220, regarding Policy on Accommodation of Utilities on County Road Rights-of-Way, shall apply in all respects to this Franchise and the distribution system.

AGREEMENT

I. APPROVAL BY COUNTY ENGINEER

All locations, construction, installation, maintenance, relocation or removal of the distribution system or any portion thereof within County roads or rights-of-ways outside the corporate limits of any incorporated town shall be subject to the approval and pass inspection of the County Engineer.

II. PERMIT REQUIRED – MAP AND SPECIFICATIONS TO BE FILED APPROVAL BY COUNTY ENGINEER – PERFORMANCE BOND

Prior to commencement of any work on or construction of any portion of the distribution system, Grantee shall file with the County Engineer its application for permit to do such work or construction together with plans and specifications in form and number as approved by the County Engineer showing the position, depth, or height, and location of all lines and facilities sought to be constructed, laid, installed or erected at that time, showing their relative position to existing County roads or rights-of-ways, upon plans drawn to scale indicating exact distance hereinafter collectively referred to as the “map of definite location”. Grantee is hereby authorized to extend its facilities throughout the area authorized hereunder.

The distribution system shall be constructed in exact conformity with said map of definite location, except in instances in which deviation may be allowed by the prior written consent of the County Engineer pursuant to application by Grantee. The plans and specifications shall specify, as applicable, the class and type of materials and equipment to be used, manner of excavation, construction, installation, backfill, erection of temporary structures, erection of permanent structures, traffic control, traffic turnouts, and road obstructions, and manner and means by which they affect County roads or rights-of-ways, will be restored to a condition as good as that which existed prior to such work or construction. No such work or construction shall be commenced until the Grantee has first secured a written permit from the County Engineer, which shall include approval by the County Engineer endorsed on one set of plans and specifications to be returned to the Grantee. All such work or construction shall require the inspection and approval of the County Engineer. The Grantee shall pay all reasonable costs and

expenses incurred in the examination, inspection, and approval of such work or construction by the County Engineer as herein provided.

The County Engineer may require a performance bond in a sum sufficient to guarantee to Benton County that any County roads or rights-of-ways, including the surfaces thereof, affected by any work or construction by the Grantee, shall be restored to a condition as good as that which existed prior to such work or construction, the amount of said bond to be fixed by the County Engineer. The County Engineer, upon notice to the Grantee, may at any time order any and all work that he considers necessary to restore to a safe condition any portion of the County roads or rights-of-ways, the condition of which has been rendered dangerous to the safety of persons or property by reason of any work, construction, of facilities of Grantee, and Grantee, upon demand, shall pay to Benton County all costs of such work, done by order of the County Engineer.

III. COUNTY ROADS TO BE RESTORED

In any work which requires breaking of surface of the County roads or rights-of-ways subject to this Franchise for the purpose of locating, constructing, installing, relocating, removing, maintaining and/or repairing the distribution system, and/or making connections between the same to structures and buildings of consumers or making connections to other facilities of the Grantee now in existence or hereafter constructed, the Grantee shall be governed by and strictly conform to the instructions set forth in the permit issued by the County Engineer for such work; and the Grantee, at its own expense and with all reasonable speed, shall complete the work for which the County roads or rights-of-ways, surface has been broken and repair and restore the affected County roads or rights-of-ways, and the surface thereof to a condition as good as that which existing before the work was commenced. Noxious weed control will be required, at the Grantee's expense, and shall meet all requirements of the Benton County Weed Board.

Except in cases of emergency as hereinafter provided, no breaking of surface of any County roads or rights-of-ways, shall be done until Grantee has first obtained a permit therefor issued by the County Engineer as specified in Section II of this Agreement.

PROVIDED, however, that in cases of emergency which occur out of office hours when immediate work may be necessary for the protection or safety of persons or property, the

emergency shall be immediately reported to the Benton County Sheriff and the necessary work may be immediately undertaken upon the express condition that an application for a permit for such work, as hereinabove provided, shall be submitted to the County Engineer on or before noon of the business day next following the commencement of the emergency work.

IV. INTERFERENCE WITH EXISTING FACILITIES

No location, construction, installation, maintenance, repair, removal or relocation of the distribution system or any portion thereof, performed along or under any County roads or rights-of-ways, shall in any way interfere with the grading or improvement of such County roads or rights-of-ways, or with the construction and maintenance of any existing utility, public or private, drain, drainage ditch or structure, or irrigation ditch or structure, located along or under such county roads, right-of-way or property. In the event that it is necessary to relocate any such county road or right-of-way or alter the grade of any such county road or right-of-way, requiring relocation of any utilities, including rights-of-way, preferences as to positioning of such utilities, shall be given in the order of the original location and installation of such utilities, the utility first having been located and installed being given first preference as to positioning and relocation.

V. MINIMUM INTERFERENCE WITH PUBLIC TRAVEL – GRANTEE LIABLE FOR DAMAGE

All work done under this Franchise shall be done in a thorough and workmanlike manner. All construction, installation, maintenance, repair, relocation, or removal of the distribution system, or any portion thereof, shall be conducted in a manner that will interfere as little as possible with public use of and travel upon County roads or rights-of-ways, shall include all due and necessary measures and precautions to prevent danger to persons or property. Specifically, where such construction, installation, maintenance, repair, relocation or removal involves open trenches, ditches, or tunnels which are left open at night, the Grantee shall place sufficient warning lights and barricades about such trenches, ditches or tunnels to give adequate warning of such work. The Grantee shall assume sole liability for any injury to persons or property which occurs by reason of any trenches, ditches, or tunnels dug or maintained by the Grantee.

VI. ALL COUNTY ROAD RIGHTS RESERVED

Benton County expressly reserves any and all rights which it now has or may hereafter acquire with respect to County roads or rights-of-ways, and this Franchise shall not be construed to in any way limit or restrict any authority, power, rights, or privileges which Benton County now has or may hereafter acquire to control and regulate the use of County roads or rights-of-ways covered by this Franchise.

VII. COUNTY MAY CHANGE AND IMPROVE ROADS WITHOUT LIABILITY

If Benton County shall at any time improve or change any County roads or rights-of-ways, subject to this Franchise by grading, regrading, surfacing , or paving the same, or by changing, altering, repairing, or relocating the grade thereof or by construction of drainage facilities, the Grantee shall, upon written notice from the County Engineer, at Grantee's sole expense, with all reasonable speed, change the location or readjust the elevation of its distribution system and other facilities so that the same shall not interfere with such county work and so such lines and facilities shall conform to such new grades as may be established. Benton County shall in no respect be held liable for any damages, costs, or expenses to said Grantee that may occur by reason of any of the County's improvements, changes or work above enumerated, except insofar as such damages, costs or expenses shall be caused by negligence of the County's employees or agents.

All work performed by the Grantee under this section shall be under the direction, approval, and shall pass the inspection of the County Engineer. The Grantee shall pay all reasonable costs of and expenses incurred in the examination, inspection, and approval of such work.

VIII. REFERENCE MONUMENTS AND MARKERS

Before any work is performed under this Franchise which may affect any existing monuments or markers of any nature relating to subdivisions, plats, roads, and all other surveys, the Grantee shall reference all such monuments and markers. The reference points shall be so located that they will not be disturbed during the Grantee's operation under this Franchise. The method of referencing these monuments or other points to be referenced shall be approved by the County Engineer. The replacement of all such monuments or markers disturbed during

construction shall be made as expeditiously as conditions permit, and as directed by the County Engineer. The cost of monuments or other markers lost, destroyed or disturbed, and the expense of replacement by approved monuments shall be borne by the Grantee.

IX. VACATION OF COUNTY ROADS – ALTERNATE ROUTE

If at any time Benton County shall vacate any County road, right-of-way, or other County property which is subject to rights granted by this Franchise the Board of County Commissioners for Benton County may, after granting an alternate route with the consultation of Grantee, by giving thirty (30) days written notice to the Grantee, terminate this Franchise with reference to such County road, right-of-way, or other County property so vacated and said Benton County shall in no respect be liable for any damages, costs, or expenses to the Grantee that may occur by reason of such termination.

X. GRANTEE TO INDEMNIFY COUNTY – LIABILITY INSURANCE

The Grantee covenants, agrees and promises that it shall fully indemnify Benton County from any and all liability, loss, injury, damage, costs, charges or expenses of any nature whatever, occurring to any person, association, corporation or property of any kind by reason of any acts, actions, omissions, defaults, or neglect of the Grantee in the construction, operation, or maintenance of the distribution system.

The Grantee further covenants, agrees and promises that, in the event that any claim, suit, or cause of action shall be brought against Benton County by reason of any act, action, omission, defaults, or neglect of the Grantee in the construction, operation, or maintenance of the distribution system, it shall, at its own cost and expense, defend any such claim, suit, or cause of action, and shall pay any and all costs, charges, attorneys' fees, and other expenses therein, and any and all judgments that may be incurred by or obtained against Benton County in any such claim, suit, or cause of action.

The Grantee further covenants, agrees and promises that, in order to secure to the County full and complete performance of the covenants and conditions of this Section "X", it shall, at its own cost and expense, obtain and maintain in effect continually during the term of this Franchise, liability insurance in a company or companies to be approved by the County, such insurance to name the Grantee and Benton County as the insured and to have minimum limits of

not less than \$1,000,000.00. Written evidence of such insurance in effect shall be furnished to the County Engineer no later than the date that any work or construction under the terms of this Franchise commences. Such additional written evidence of such insurance shall be furnished to the County Engineer from time to time as the County Engineer shall require; in any event, such additional written evidence shall be provided to the County Engineer at least annually during the term of this Franchise. The Grantee's compliance with the provisions of this paragraph relating to liability insurance shall in no way alter, affect, modify or limit any of the other covenants, conditions, and provisions of this paragraph. Acceptance or approval by the County of any work performed by the Grantee shall not constitute a waiver by the County of any of the provisions of this Section "X", and shall not excuse the Grantee from any of the covenants, provisions, or requirements set forth herein.

XI. FRANCHISE NOT EXCLUSIVE

This Franchise shall not be deemed to be an exclusive Franchise. It shall in no manner prohibit Benton County from granting other Franchises of a like nature or Franchises for public or private utilities under, along, across, over, and upon any of the County roads or rights-of-ways, subject to this Franchise and shall in no way restrict, prevent, or prohibit Benton County from constructing, altering, maintaining, or using any of said roads or rights-of-way, drainage structures or facilities, irrigation structures or facilities, or any other County property or affect its jurisdiction over them or any part of them with full power to make all necessary construction, alterations, changes, relocations, repairs, or maintenance, which the County may deem necessary.

XII. PROVISIONS HEREOF BIND SUCCESSOR

All provisions, conditions, covenants, and requirements herein contained shall be binding upon any and all successors and assigns of the Grantee, and all privileges, as well as all obligations and liabilities of the Grantee, shall inure to its successors and assigns equally as if they were specifically mentioned herein wherever the Grantee is mentioned, provided, however, that neither this Franchise nor any rights, privileges, or obligations granted in this order and agreement shall be assigned without the prior written approval of the County Engineer, unless such assignments is to a wholly-owned subsidiary of the Grantee or to a parent company owning

more than 50% of the Grantee, and unless Benton County is provided with prior written notice of such assignment giving the name and address of the subsidiary or parent company assignee.

XIII. REVOCATION FOR NON-COMPLIANCE

In the event that the Grantee substantially violates or fails to comply with any of the material provisions of this Franchise, the Grantee shall forfeit all rights conferred hereunder and this Franchise shall be revocable by the Board of Benton County Commissioners at their discretion, provided, however, the Board of County Commissioners shall provide the Grantee with written notice of its intention to revoke the Franchise, specifying the nature of such violation, failure, or neglect, and giving the Grantee thirty (30) days in which to cure such violation, failure, or neglect. The Grantee shall be entitled to a hearing, within such thirty-day period, before the Board of County Commissioners.

In the event such hearing is held, the Grantee shall be given prior written notice of the time and place for such hearing. Subject to applicable federal and state law, in the event the Board of County Commissioners, after such hearing, determines that Grantee is in default of any provision of the Franchise, the Board of County Commissioners may:

- a. Foreclose on all or any part of any security provided under this Franchise, if any, including, without limitation, any bonds or other surety; provided, however, the foreclosure shall only be in such a manner and in such amount as the Franchising Authority reasonably determines is necessary to remedy the default;
- b. Commence an action at law for monetary damage or seek other equitable relief;
- c. In the case of substantial default of a material provision of the Franchise, declare the Franchise Agreement to be revoked; or
- d. Seek specific performance of any provision, which reasonably leads itself to such remedy, as an alternative to damages.

XIV. CONFORMITY WITH STATE AND COUNTY

Benton County expressly reserves the right at any time, upon ninety (90) days written notice to the Grantee, to change, amend, modify, or amplify any of the provisions or conditions herein enumerated to conform to any state statute, rule or regulation, or county ordinance, rule or regulation, relating to the regulation of highways or the public welfare, health, safety, as may

hereafter be enacted, adopted or promulgated, and the County further expressly reserves the right to terminate this Franchise at any time, in accordance with the procedures stated in Section “XIII” above, in the event that the Grantee’s distribution system is not operated or maintained in accordance with such statute, ordinance, rule, or regulation.

XV. FEDERAL REGULATION

Any lawful modification required by amendment of Section 76.31 (“Franchise Standards”) of the Rules and Regulations of the Federal Communications Commission shall be incorporated into this Franchise as of the date such modifications become obligatory under FCC regulations, or in the event no obligatory date is established, within one (1) year of adoption or at the time of Franchise renewal, whichever occurs first.

XVI. ACTS OF GOD

The Grantee shall not be held in default or non-compliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating thereto, where such non-compliance or alleged defaults are caused by strikes, acts that are solely the result of an Act of God or similar circumstance, power outages, or other events reasonably beyond its ability to control.

XVII. SEVERABILITY

If any section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, sentence, paragraph, term, or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

XVIII. COMPLAINT PROCEDURES

The Grantee agrees to maintain a local business office which subscribers may telephone during regular business hours without incurring added message or toll charges so that service shall be promptly available. The Grantee agrees to notify each subscriber, at the time of initial subscription to the Grantee’s service, of the procedures for reporting and resolving such complaints.

XIX. ACCEPTANCE BY GRANTEE

Written acceptance by the Grantee of the Franchise granted herein and all provisions, conditions, covenants, and requirements contained in this order and agreement shall be indicated by endorsement by the Grantee where indicated herein below, and a copy of this order and agreement so endorsed by the Grantee shall be filed with the Clerk of the Board of County Commissioners of Benton County within thirty (30) days from the date of acceptance by the Board. Such filing of the endorsed order and agreement within the period above specified shall be a condition precedent to this Franchise taking effect, and unless this order and agreement is accepted and filed within such time, it shall be null and void.

XX. TERM

This nonexclusive Franchise agreement shall be in full force and effect upon execution and shall expire September 30, 2030.

XXI. GRANTEE'S ADDRESS

Information for the Grantee is:

Amber Morgan, President
204003 E. 14th Pl
Kennewick, WA 99337

Phone: (509) 521-0195
E-mail: amberdawnn30@hotmail.com

Any notification required to be given to the Grantee may be given to the address above stated, provided that the Grantee may from time to time notify Benton County in writing of address to which notifications are to be sent.

FOR GRANTEE:

Amber Morgan

Date 3/22/22

APPROVED AS TO FORM:

Amber
Benton County Deputy Prosecuting Attorney

Date 10/15/21

FOR BENTON COUNTY,
WASHINGTON.

Chairman

Chairman Pro-Tem

Member

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

ATTEST:

Clerk of the Board

Date _____

EXHIBIT A

All unincorporated areas of Benton County

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	April 26, 2022
Subject:	Agreement with Grant County for Mutual Use of Jail Facilities
Presenter:	
Prepared By:	Lisa Small
Reviewed By:	Chief Guerrero; Ryan Lukson; Purchasing Dept.
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

Grant County has a trial coming up that will be held in Benton County. Benton County Corrections Department and Grant County Jail wish to enter into an agreement for mutual use of jail facilities as a place of inmate confinement when it is deemed to be in the best interest of both Counties.

The parties agree that when a County determines it is in the best interest to house an inmate in the other County's jail facilities, the Receiving County will transfer an inmate at that time of a similar classification level to the Transferring County to be housed by the Transferring County for an equal duration of time.

In the event the Inmate Swap in Kind Consideration is not possible or impractical for any reason, the parties mutually agree that the housing of an inmate by the Receiving County on behalf of the Transferring County shall be compensated at the rate of one hundred two dollars and ninety-two cents (\$102.92) for every 24-hour period, or portion thereof, that said inmate is in custody.

Fiscal Impact

N/A

Recommendation

Approve the attached Resolution and Agreement for Mutual Use of Jail Facilities between Benton County and Grant County for a period of April 1, 2022 through December 31, 2022.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE BOARD OF BENTON COUNTY COMMISSIONERS TO SIGN THE AGREEMENT BETWEEN BENTON COUNTY AND GRANT COUNTY FOR MUTUAL USE OF JAIL FACILITIES

WHEREAS, both parties wish to enter into an Agreement for Mutual Use of Jail Facilities as a place of inmate confinement when it is deemed to be in the best interest of both Counties; and

WHEREAS, the parties agree that when a County determines it is in the best interest to house an inmate in the other County's jail facilities, the Receiving County will transfer an inmate at that time of a similar classification level to the Transferring County to be housed by the Transferring County for an equal duration of time; and

WHEREAS, in the event the Inmate Swap in Kind Consideration is not possible or impractical for any reason, the parties mutually agree that the housing of an inmate by the Receiving County on behalf of the Transferring County shall be compensated at the rate of one hundred two dollars and ninety-two cents (\$102.92) for every 24-hour period, or portion thereof, that said inmate is in custody; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby approves and is authorized to sign the attached Agreement for Mutual Use of Jail Facilities between Benton County and Grant County for the period of April 1, 2022 through December 31, 2022. This Agreement may be renewed for successive periods of one year by written addendum executed by all parties hereto.

Dated this _____ day of _____, 2022.

Chairman of the Board

Chairman Pro-Tem

Attest.....
Clerk of the Board

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Orig: BCCD

Cc: Auditor's Office, PA, Grant County

Prepared by: L. Small

AGREEMENT FOR MUTUAL USE OF JAIL FACILITIES

This Agreement is made and entered into by and between **BENTON COUNTY**, a political subdivision of the State of Washington with its principal offices at 620 Market Street, Prosser, WA 99350, and **GRANT COUNTY**, a political subdivision of the State of Washington with its principal offices at 35 C Street NW, Ephrata, WA 98823; hereinafter collectively ("the parties").

RECITALS

WHEREAS, Benton County and Grant County are authorized by law to operate a jail for misdemeanants and felons; and

WHEREAS, the parties each wish to utilize the other parties respective County jail as a place of inmate confinement when it is deemed to be in the best interest of both Counties; and

WHEREAS, this Agreement does not create any separate legal or administrative entity pursuant to RCW 39.34.030; and

WHEREAS, RCW 39.34.080 and other Washington laws authorize any public agency to contract with another public agency to perform services and activities that each such public agency is authorized by law to perform; and

WHEREAS, the parties have considered the anticipated costs of incarceration services and potential revenues to fund such services and determined it is in the parties best interests to enter into this Agreement as authorized and provided for by RCW 39.34.080 and other Washington law.

AGREEMENT

For and in consideration of the conditions, covenants, and agreements contained herein the parties agree as follows:

1. **PURPOSE:** It is the purpose of this Agreement to provide each party access to the other party's jail facilities when it is deemed to be in the best interest of both Counties. Such use shall be solely for the purpose of housing inmates otherwise subject to incarceration at each party's respective jail facilities and shall be further subject to all terms and conditions contained herein.
2. **MAILING AND CONTACT ADDRESS:** All written notices, reports, and correspondence required or allowed by this Agreement shall be sent to the following Agreement administrators:

County:	Benton County Corrections Department Robert Guerrero, Interim Chief of Corrections 7122 W. Okanogan Pl., Suite B110 Kennewick, WA 99336 Tel: (509) 222-3788 Email: Robert.Guerrero@co.benton.wa.us
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Contract Agency: Grant County Jail
Phillip Coats, Chief Deputy Corrections
303 Abel Road
Ephrata, WA 98823
Tel: (509) 754-2011 Ext. 2401
Email: pcoats@grantcountywa.gov

Notices shall be effective immediately upon receipt if delivered in person. If notice is delivered by US Mail, then it shall be effective three days following the day when it is deposited, postage prepaid, in an official mail receptacle, properly addressed to the other party's contact address and person. If notice is made by email, then it shall be effective at the time of start of business, on the next business day following successful transmission.

Each party must have an Agreement administrator at all times this agreement is in force. Parties may change their Agreement administrator by submitting notice of such change to the other party in writing.

4. AVAILABILITY OF JAIL FACILITIES:

Each party shall accept an inmate requested by the other party at its sole discretion. This discretion is in addition to each party's rights with respect to certain inmates set forth in Sections 8 and 9 herein. Each party shall only submit inmates for confinement under this Agreement that are held 24 hours a day in jail confinement. Inmates incarcerated pursuant to this Agreement will not be eligible for participation in work crew, work release, home monitoring, or any other programs in which inmates serve all or part of their sentences outside the confines of a jail.

5. COMPENSATION:

- (a) Inmate Swap in Kind Consideration. The parties agree that when a County determines it is in its best interest to house an inmate (hereinafter "Transferring County") in the other County's jail facilities, subject to the limitations of section 4, the County receiving the inmate (hereinafter "Receiving County") will transfer an inmate at that time to the Transferring County of a similar classification level to be housed by the Transferring County for an equal duration of time. In performance of this Agreement when Benton County is housing its inmates at the Grant County Jail, Benton County will be deemed the "Transferring County" and Grant County will be deemed the "Receiving County". In performance of this Agreement when Grant County is housing its inmates at the Benton County Jail, Grant County will be deemed the "Transferring County" and Benton County will be deemed the "Receiving County".
- (b) Monetary Consideration. In the event the inmate swap described in Section 5(a) is not possible or impractical for any reason, the parties mutually agree that the housing of an inmate by the Receiving County on behalf of the Transferring County shall be compensated at the rate of one hundred two dollars and ninety-two cents (\$102.92) for every 24-hour period, or portion thereof, that said inmate is in the custody of the Receiving County. Such time

period shall be measured from the time said inmate is transferred to the custody of the Receiving County and ends when the Transferring County resumes custody.

- (c) Other Costs. The Transferring County shall also pay such other costs as are incurred by the Receiving County, or third parties, in incarcerating inmates on behalf of the Transferring County, as set forth herein, including but not limited to any medical costs required by Section 6.
- (d) Billing. The Receiving County may bill the Transferring County on the 15th day of each month for all amounts due to the Receiving County under this Agreement for the services rendered in the prior calendar month. Payment shall be due from the Transferring County by the 15th day of the following month. Account balances overdue 30 days or more will be subject to a service charge of 1% per month (12% per annum). Should it become necessary, the Transferring County shall pay all collection costs associated with late payments.
- (e) Booking Fee. The collection of a booking fee for Transferring County's inmates pursuant to RCW 70.48.390 shall be subject to the discretion of the Transferring County and shall not be collected by the Receiving County from such inmates. The Transferring County shall not request or require the Receiving County to assess such a fee on its behalf.

6. MEDICAL COSTS AND TREATMENT:

- (a) Services Provided. Upon transfer of custody to the Receiving County, the Receiving County shall provide or arrange for the Transferring County's inmates to receive all necessary medical, psychiatric, and dental services in accordance with the policies and procedures of the Receiving County and applicable law.
- (b) Cost Responsibility. The Transferring County shall be responsible for, or shall pay for the cost of, all medication prescribed for any of its inmates. The Transferring County shall also pay for all costs associated with the delivery of medical, psychiatric, and dental services provided to an inmate who, in the sole discretion of the Receiving County, requires the services of a third-party medical, dental, or psychiatric services provider, and for all emergency medical, dental, or psychiatric services, wherever provided. These costs shall be paid directly to the provider or as a reimbursement to the Receiving County, as directed by the Receiving County. The Receiving County shall bill the Transferring County only for the actual costs charged to the Receiving County and shall provide an itemization with such billing.
- (c) Notice. Except in case of situations deemed an emergency at the sole discretion of the Receiving County, the Receiving County shall notify the Transferring County's Agreement administrator in writing, by email, prior to transfer of a Transferring County's inmate to a medical, dental, or psychiatric provider outside of the County jail or to a hospital for medical, psychiatric, or dental services.

- (d) Pre-Confinement Consents or Refusals. If a Transferring County's inmate has either 1) received medical, psychiatric, or dental treatment; or 2) refused any medical, psychiatric, or dental treatment, from the Transferring County or any third-party provider of such services before transfer for confinement in the Receiving County's jail, the Transferring County shall provide to the Receiving County all written verification of any authorization of or refusal to authorize care or treatment for such inmate(s).
- (e) Return for Medical Services. Nothing herein shall preclude the Transferring County from retaking custody of an ill or injured inmate by retaking custody of such inmate at the Receiving County's jail. Such retaking of custody shall be preceded by written notice at least 24 hours in advance of the desired time of retaking custody. However, in situations where the Receiving County, in its sole discretion determines, that an inmate requires emergency medical care, the Receiving County shall have the right to arrange for emergency medical services (at the Transferring County's expense) notwithstanding a request from the Transferring County to retake custody of the inmate.
- (f) Records. The Receiving County shall keep records of all medical, psychiatric, or dental services it provides to an inmate. Upon resumption of custody by the Transferring County, the Transferring County shall receive a copy or summary of the medical, psychiatric, or dental records held by the Receiving County for an inmate of the Transferring County.
- (g) Transportation of Medications and Records. The Transferring County agrees to transport with the inmate, any and all applicable medical records, current care instructions, as well as an appropriately labeled 5-day supply of the inmate's current non-controlled substance medications, and any previously issued over-the-counter medication. The medical record shall at a minimum include the inmate's name, inmate's number, date of birth, any known allergies, current medication list and description of current medical problem(s), the in facility medical care provided, and the facility health staff contact information.
- (h) Receiving County may charge inmates a medical co-payment for medical calls and medications. The Transferring County is not responsible for the cost of inmate medical co-payments and cannot be billed for these costs for any inmate including but not limited to indigent inmates.

7. TRANSPORTATION OF INMATES:

- (a) Regular Transport. For all inmates accepted by the Receiving County, the Transferring County shall be responsible for transporting inmates to and from the Receiving County's Jail for all purposes including but not limited to court hearings and medical appointments. In an emergency situation, the Receiving County's Jail may transport an inmate at their discretion and will notify the Transferring County as soon as practical of the transport.

- (b) Transports by the Receiving County. For any transports by the Receiving County required by court order, or made at the Transferring County's request, the Transferring County shall reimburse the Receiving County for all costs associated with such transport; provided, this Agreement shall not be deemed to create an obligation of the Receiving County to provide any transports.
- (c) Transferring County Transport. In the event either party requests that custody of an inmate be transferred back to the Transferring County, in accordance with any such right set forth in this Agreement, the Transferring County shall transport such inmate in accordance with the guidelines set forth in this Section 7 (a) or (b) above. If the Transferring County desires to take custody of such inmate and the Receiving County does not agree to transport the inmate, the Transferring County shall take custody of the inmate at the Receiving County's jail and handle all transport responsibility. The Transferring County shall cause written notice of any such expected transport by the Transferring County to be received by the Receiving County at least 24 hours before the time of such transport.

8. **TRANSFER OF CUSTODY:**

- (a) Commencement of Custody by Receiving County. Transferring County inmates shall not be deemed to be in the legal custody of the Receiving County until officers from the Receiving County's Sheriff's Department take physical control of such inmate. The Receiving County shall not be required to take such control of an inmate until the Transferring County has delivered copies of all inmate records pertaining to the inmate's incarceration by the Transferring County or its agent, including a copy of the inmate's medical records held by the Transferring County or its agent, and a copy of the document that provides legal authority for the incarceration of the inmate. If additional information is requested by the Receiving County regarding a particular inmate, the parties shall mutually cooperate to obtain such information. In the absence of documentation and information satisfactory to the Receiving County, the receiving officer may refuse to accept the Transferring County's inmate for confinement. The Receiving County shall not be required to take custody of or assume control of or responsibility for any property of the inmate, except for such property that the Receiving County allows inmates to keep in their cell. The Transferring County's officers delivering an inmate to the transportation location shall be responsible for ensuring that all paperwork is in order and that all property allowed to be transported with the inmate is properly packaged. At such time, and only at such time, as all paperwork and property are in order will the Receiving County take physical control of and assume custody of and responsibility for the Transferring County's inmate to be confined.
- (b) Further Transfer of Custody. Except as otherwise allowed by Section 10 of this Agreement, the Receiving County shall not be required to, under any circumstances, transfer custody of any inmate confined pursuant to this Agreement to any agency other than to the Transferring County without the written authorization from a court of competent jurisdiction. Even with such

authorization, such transfer to another agency shall be at the discretion of the Receiving County and shall be further subject to the provisions of Section 7 above.

- (c) Responsibilities Upon Assumption of Custody. Upon transfer of custody to the Receiving County, it shall be the Receiving County's responsibility to administer the inmate's sentence pursuant to the order of the committing court in the State of Washington and the Transferring County's determinations regarding early release credits. It is the Transferring County's duty to determine the amount, if any, of early release credits earned by each of its inmates and to timely notify the Receiving County of the effect of such credits upon each inmate's release date. During such confinement, the Receiving County shall provide and furnish or arrange for all necessary medical and hospital services and supplies in accordance with Section 6 of this Agreement.
- (d) Resumption of Custody by Transferring County. The Transferring County shall be deemed to have resumed legal custody of an inmate previously transferred to the Receiving County for incarceration pursuant to this Agreement, upon either presentation of such inmate to the Transferring County's jail facilities, or upon the Transferring County's officers taking physical control of an inmate at any other location.

9. **RIGHT TO REFUSE/RETURN AN INMATE:** The Receiving County shall have the right to refuse to accept or to return any of the Transferring County's inmates at its sole discretion, for any reason, including but not limited to the following:

- (a) Pending Medical Needs. The Receiving County shall have the right to refuse to accept any Transferring County inmate who, at the time of presentation of drop off to the Receiving County's jail facilities for confinement, is without the required medication and records as provided in Section 6(g), or appears as determined by the Receiving County, in need of medical, psychiatric, or dental attention, until the Transferring County has provided medical, psychiatric, or dental treatment to the inmate to the satisfaction of the Receiving County.
- (b) Problematic Physical History or Behavior and New Medical Conditions. The Receiving County shall have the right to refuse to accept or to return any Transferring County's inmate that, in the sole judgment of the Receiving County, has a history of serious medical problems, presents a serious risk of escape, presents a serious risk of injury to other persons or property, represents a risk to the orderly and safe operation of the jail, or develops an illness or injury that may adversely affect or interfere with the operations of the Receiving County's Jail. Any special transport costs, medical or otherwise, incurred in the return of the Transferring County's inmate under this subsection shall be the responsibility of the Transferring County. The Receiving County agrees to make immediate notification to the Transferring County and forward copies of any and all incident reports, disciplinary reports, findings, and actions, including documentation of removal of earned early release credits to the Transferring County.

- (c) Pending Charges. The Receiving County shall further have the right to refuse to accept or return any inmate from the Transferring County for confinement that has misdemeanor, gross misdemeanor, or felony charges pending.
- (d) Claims/Litigation. The Receiving County shall have the right to refuse to accept or to return any Transferring County inmate that files a claim or lawsuit against the Receiving County or indicates intent to do so.
- (e) Return for Release. The Receiving County shall have the right to return any Transferring County inmate at any time within six (6) days of the scheduled completion of a sentence of confinement by such inmate.
- (f) Return Due to Upcoming Expiration. The Transferring County shall have the obligation to begin picking up Transferring County inmates during the thirty days preceding expiration of this Agreement so that all inmates may be transported pursuant to the regular transports under Section 7 (a) and (b) above.
- (g) Notice of Return and Transport. The Receiving County shall provide written notice, via email, to the Agreement administrator of the anticipated return of an inmate under this Section 9 to the contact person identified in Section 2. The Transferring County shall transport the inmate(s) authorized for return under this Section 9 in accordance with Section 7 (a) and within seven days of such notice.

10. REMOVAL FROM JAIL - OTHER GROUNDS: The Transferring County's inmates may be removed from the Receiving County's jail facilities for the following additional reasons:

- (a) Request by Transferring County. Upon written request of the Transferring County for transfer of custody back to the Transferring County. In such case, the inmate will either be transported by the Transferring County or by the Receiving County pursuant to Section 7 above.
- (b) Court Order. By order of a court having jurisdiction over a Transferring County's inmate. In such case, transport shall be according to the terms expressed in the court order, or by the Transferring County or the Receiving County pursuant to Section 7 above.
- (c) Treatment Outside of Jail. For medical, psychiatric, or dental treatment or care not available within the Receiving County's jail facilities, or which, in the Receiving County's sole discretion, requires the services of a third-party medical, psychiatric, or dental care provider at a location outside of the jail.
- (d) Catastrophe. In the event of any catastrophic condition presenting, in the sole discretion of the Receiving County, an eminent danger to the safety of the inmate(s) or personnel of the Receiving County. In such case, the Receiving

County will inform the Transferring County, at the earliest practicable time, of the whereabouts of the inmate(s) so removed and shall exercise all reasonable care for the safekeeping and custody of such inmate(s).

11. TRANSFER OF INMATES UPON TERMINATION/ OF AGREEMENT:

- (a) Termination by either party. In the event of a notice of termination from the either party in accordance with Section 21 below, the Transferring County agrees to transport according to Section 7. (a) and (b) until all inmates are returned to the Transferring County before the termination date of the Agreement. Release dates schedule shall be determined between the Receiving County and the Transferring County according to the inmate's normal release date or earlier if necessary to transport prior to the termination date. Until such removal, the Transferring County shall pay the compensation and costs set forth herein related to the housing of such inmate(s). The Receiving County shall retain all rights hereunder, notwithstanding such termination, until all of the Transferring County's inmates are removed from the Receiving County's jail. If the population of Transferring County's inmates or timing of notice of termination is such that transports pursuant to section 7(a) and (b) will not be completed prior to the anticipated termination date, then Receiving County may increase transports beyond that in section 7 (a) and (b) at Transferring County's expense, or may require the Transferring County to transport the excess inmates.

12. INMATE RIGHTS, ACCOUNTS AND PROGRAMS:

- (a) Early Release Credit and Discipline. With respect to the Transferring County's inmates, the Receiving County shall maintain and manage disciplinary issues and shall administrator sanctions, including removal of earned early release credit, as per Receiving County's policies and procedures. No discipline prohibited by federal or state law will be permitted. The disciplinary policies and rules of the Receiving County's jail shall apply equally to inmates confined pursuant to this Agreement and to those otherwise confined. The Receiving County agrees to make immediate notification to the Transferring County and forward copies of any and all incident reports, disciplinary reports, findings, and actions, including documentation of removal of earned early release credits to the Transferring County.
- (b) Inmate Accounts. The Receiving County shall establish and maintain an account for each inmate received from the Transferring County and shall credit to such account all money received from an inmate or from the Transferring County on behalf of an inmate. The Receiving County shall make disbursements from such accounts by debiting such accounts in accurate amounts for items purchased by the inmate for personal needs. Disbursements shall be made in limited amounts as are reasonably necessary for personal maintenance. At termination or expiration of this Agreement, an inmate's return to the Transferring County, or death or escape of an inmate, the Receiving County shall submit a check to each inmate eligible for

reimbursement.

- (c) Programs. The County shall provide the Transferring County's inmates with access to all educational, recreational, and social service programs currently offered at the Receiving County's jail under the terms and conditions applicable to all other inmates at the jail.
- (d) Inability to Serve Time Outside of Facility. In accordance with Section 4 of this Agreement, the Transferring County's inmates shall not be allowed to leave the jail for participation in correctional work crews, work release programs, home monitoring, or any other program in which other inmates sometimes are allowed to leave the physical confines of the jail as part of serving their sentence.

13. ACCESS TO FACILITY AND PRISONERS:

- (a) Access to Facility. Transferring County shall have the right to inspect, at mutually agreeable times, the Receiving County's jail in order to confirm the jail maintains standards acceptable to the Transferring County and that its inmates are treated appropriately. The Receiving County agrees to manage, maintain, and operate its facilities consistent with all applicable federal, state, and local laws applicable to the location of the jail.
- (b) Access to Inmates. Transferring County personnel shall have the right to interview inmates from the Transferring County at any reasonable time within the jail. Transferring County officers shall be afforded equal priority for use of jail interview rooms with other departments.

14. ESCAPES AND DEATHS:

- (a) Escapes. In the event of an escape by a Transferring County's inmate from the Receiving County's jail, the Transferring County will be notified by phone and in writing as soon as practical. The Receiving County shall have the primary authority to direct the investigation and to pursue the prisoner within its jurisdiction. Any costs related to the investigation and pursuit within its jurisdiction will be the responsibility of the Receiving County. The Receiving County shall not be required to pursue and return the Transferring County's escaped inmate(s) from outside of the Receiving County's jurisdiction.
- (b) Deaths.
 - (1) In the event of a death of a Transferring County's inmate in the Receiving County's jail, the Transferring County shall be promptly notified by phone and in writing. The Receiving County's Bureau of Law Enforcement and the County Coroner will investigate the circumstances of death. The Transferring County may, if it wishes, join in the investigation and receive copies of all records and documents in connection with the investigation.

- (2) The Receiving County shall, subject to the authority of the County Coroner, follow the written instructions of the Transferring County regarding the disposition of the body. Such written instructions shall be provided within three working days of receipt by the Transferring County of notice of such death. All expenses related to necessary preparation of the body and transport charges shall be the responsibility of the Transferring County. With written consent from the Transferring County, the Receiving County may arrange burial and all matters related or incidental thereto, and the Transferring County shall pay all such expenses. This paragraph deals with relations between the parties to this Agreement and shall not affect the liability or rights of any relative or other person for the disposition of the deceased or any expenses connected therewith.

15. POSTING OF BAIL:

The Releasing County shall not serve as agent for the Transferring County in receipt of any bail bonds or any monies posted for or by a Transferring County's inmate. Any such bonds or monies will be posted at the Transferring County's jail. In the event bail is posted for an inmate timely and appropriate notification will be given to the Receiving County by the Transferring County.

16. RECORD KEEPING:

The Receiving County agrees to maintain a system of record keeping relative to the booking and confinement of each of the Transferring County's inmates consistent with the record keeping by the Receiving County for all other inmates. The Receiving County shall make copies of said records available to the Transferring County upon its request. Monthly medical charges will be itemized indicating all medical costs and procedures performed. The Transferring County will be bound by all confidentiality laws applicable to jail and/or medical records.

17. INDEMNIFICATION AND INSURANCE:

- (a) Indemnification. The Receiving County shall indemnify the Transferring County, its officers, agents, and employees, from and against any claim, damages, losses, and expenses, including but not limited to reasonable attorney's fees, arising from the Receiving County's performance under this Agreement; provided, to the extent the claim, damages, losses, and expenses are caused by intentional acts of or by the concurrent negligence of the Transferring County, its officers, agents, or employees, the Receiving County's indemnification obligation hereunder shall be limited to the Receiving County's proportionate share of liability as agreed to by the parties to this Agreement or determined by a court of competent jurisdiction.
- (b) Insurance Requirement. Each party shall obtain and maintain liability coverage in minimum liability limits of Two Million Dollars (\$2,000,000) per occurrence

and Three Million Dollars (\$3,000,000) in the aggregate for its conduct creating liability exposures related to confinement of inmates, including general liability, errors and omissions, auto liability, and police professional liability. The insurance policy(ies) shall provide coverage for those events that occur during the term of the policy, despite when the claim is made. Self-insurance or participation in a risk pool shall be sufficient to comply with the provisions of these insurance requirements.

- (c) Certificate of Insurance. Each party to this Agreement agrees to provide the other with evidence of insurance coverage in the form of either 1) a certificate from a solvent insurance provider confirming coverage from a solvent insurance pool which is sufficient to address the insurance obligations set forth above; or 2) written evidence of participation in a program of self-insurance or participation of a risk pool that is sufficient to address the insurance obligations set forth above.

18. NON-DISCRIMINATION POLICY:

The parties agree not to discriminate in the performance of this Agreement on the basis of age, race, creed, color, national origin, sex, honorably discharged veteran or military status, sexual orientation, gender identity or expression, or presence of any sensory, mental, or physical disability or the use of a trained guide dog or service animal by anyone with a disability, or any other classes of persons protected from discrimination by any Federal or State law.

19. ADMINISTRATION/DISPOSAL OF PROPERTY:

This Agreement is executed in accordance with the authority of Chapter 39.34 RCW, the Interlocal Cooperation Act. Pursuant to the provisions of RCW 39.34.030, the Benton County Sheriff and the Grant County Sheriff shall be responsible for administering the confinement of inmates hereunder. No real or personal property will be jointly acquired by the parties under this Agreement. All property owned by each of the parties shall remain its sole property to hold and dispose of in its sole discretion.

20. WAIVER OF RIGHTS:

No waiver of any right under this Agreement shall be effective unless made in writing by an authorized representative of the party to be bound thereby. Failure to insist upon full performance or failure to enforce breach of this agreement on any occasion shall not constitute consent to or waiver of any continuation of nonperformance or any later nonperformance; nor does payment of a billing or continued performance after notice of a deficiency in performance constitute an acquiescence thereto.

21. TERMINATION:

This Agreement may be terminated prior to expiration by written notice from either party delivered by regular mail to the contact person at address set forth herein. Termination by said notice shall become effective ninety (90) days after receipt of such

notice. The notice shall set forth the reason the party wishes to terminate the Agreement and the specific plan for accommodating the affected inmates, if any.

22. DURATION:

This Agreement shall be effective April 1, 2022 and shall continue through December 31, 2022, unless terminated earlier under the terms set forth in Section 21 above. This Agreement may be renewed for successive periods of one year by written addendum executed by all parties hereto under such terms as the parties agree in writing. Nothing in this Agreement shall be construed to make it necessary for the Contracting Agency to continuously house inmates with the County.

23. GOVERNING LAW:

The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to this Agreement and an inmate's confinement under this Agreement.

24. MISCELLANEOUS:

In providing these services to the Transferring County, the Receiving County is an independent contractor and neither its officers, agents, or employees are employees of the Transferring County for any purpose including responsibility for any federal or state tax, industrial insurance, or Social Security liability. No provision of services under this Agreement shall give rise to any claim of career service or civil service right, which may accrue to an employee of the Transferring County under any applicable law, rule, or regulation.

-This section was intentionally left blank-

Date: _____

BENTON COUNTY, WASHINGTON

Shon Small, Chairman
Benton County Commissioner

Will McKay, Chairman Pro-Tem
Benton County Commissioner

Jerome Delvin, Member
Benton County Commissioner

Attest: _____
Clerk of the Board

Approved: *Robert Guerrero*
Robert Guerrero, Chief of Corrections

Approved as to form:

Ryan Lukson
Ryan J. Lukson, DPA

Date: 4/12/22

GRANT COUNTY, WASHINGTON

Danny E. Stone
Danny Stone, Chairman
Grant County Commissioner

Rob Jones
Rob Jones, Chairman Pro-Tem
Grant County Commissioner

Cindy Carter
Cindy Carter, Member
Grant County Commissioner

Attest: *Phillip Coats*
Clerk of the Board

Approved: *Phillip C. Coats*
Phillip Coats, Chief Deputy

Approved as to form:

Rebekah Kaylor
Rebekah Kaylor, DPA
WSBA 53257



COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	April 26, 2022
Subject:	Change Order #1 with Booth and Sons Construction, Inc. for the Moderate Risk Waste Facility project
Presenter:	
Prepared By:	D. Hope
Reviewed By:	R. Blain
PA Review, Approval to Form:	☐ Yes ☐ No ☒ N/A (If no, include reasoning for no approval)
Type of Agenda Item:	Type of Action Needed:
☒ Consent Agenda ☐ Public Hearing ☐ Scheduled Business	☐ Discussion Only (1 st) ☐ Discussion Only (2 nd) ☐ Decision/Direction ☐ Sign Letter/Document ☐ Pass Motion ☒ Pass Resolution ☐ Pass Ordinance ☒ Execute Contract

Summary / Background Information

On January 25, 2022 the Board of County Commissioners approved Resolution 2022-079 and executed a contract with Booth and Sons Construction, Inc. for the Moderate Risk Waste Facility Project in the amount of \$1,059,700.00 excluding WSST.

Change order proposal #1 is to install a drinking fountain and bottle filler in the amount of \$7,205.24.

Change order proposal #2 is to replace door frames 101 A & B in the amount of \$1,515.62.

Change order proposal #3 is to demolish and dispose of steel mezzanine in the amount of \$2,984.11

The total amount of the change orders is \$11,704.97 increasing the total contract to \$1,071,404.97

Fiscal Impact

Amount: \$1,071,404.97 excluding WSST

Fund: Solid Waste Fund

Recommendation

It is recommended by the Director of Operations and Capital Programs that the Board authorize the Chairman to sign Change Order #1 with Booth and Sons Construction, Inc. for the Moderate Risk Waste Facility project.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY WASHINGTON:

IN THE MATTER OF APPROVING CONTRACT CHANGE ORDER NO. 1 WITH BOOTH AND SONS CONSTRUCTION, INC. FOR THE MODERATE RISK WASTE FACILITY PROJECT – CB21-07

WHEREAS, on January 25, 2022 the Board of County Commissioners approved Resolution 2022-079 and executed a contract with Booth and Sons Construction, Inc. for the Moderate Risk Waste Facility Project in the amount of \$1,059,700.00 excluding WSST; and

WHEREAS, the attached change order #1 is necessary to approve change order proposals #1, 2, and 3 as further outlined in the attached; and

WHEREAS, the Director of Operations and Capital Programs has negotiated a fair and reasonable price for Change Order No. 1 in a total amount of \$11,704.97 excluding WSST; and

WHEREAS, the Benton County Procurement, Leasing and Contracting Policy (Resolution 2021-233) requires Board of County Commissioners approval for change orders on public works projects other than road construction; and

WHEREAS, the Director of Operations and Capital Programs recommends that these changes be approved; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners hereby approves Change Order No. 1 with Booth and Sons Construction, Inc. for the Moderate Risk Waste Facility Project and authorizes the Chairman of the Board to sign Change Order No. 1, attached hereto, to the contract executed by Resolution 2022-079; and

BE IT FURTHER RESOLVED, the total contract amount will increase \$11,704.97 excluding WSST, to be paid to Booth and Sons Construction, Inc. for a new contract amount not to exceed \$1,071,404.97 excluding WSST.

Dated this 26th day of April 2022.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

CHANGE ORDER NO. 1

Project: Moderate Risk Waste Facility

Date: 02/25/2022

Owner: Benton County
Board of Commissioners
620 Market Street
Prosser, WA 99350Contractor: Booth and Sons Construction, Inc.
P. O. Box 608
Richland, WA 99352

The Contract Documents are hereby amended as summarized below:

CP #1 Addition of drinking fountain with bottle filler	\$7,205.24
CP #2 Replace door frames 101 A & B	\$1,515.62
CP #3 Demolish & dispose of steel mezzanine	\$2,984.11

TOTAL**\$11,704.97**

Contract Summary

Original Contract Sum/Time was:

Net Change by previously authorized Change Orders

Revised Contract Sum/Time prior to this Change Order

Contract Sum/Time to be modified by this Change Order

New Contract Sum/Time will be:

Contract Sum

\$ 1,059,700.00

\$ 0.00

\$ 1,059,700.00

\$ 11,704.97

\$ 1,071,404.97

Contract Time

150 cal days

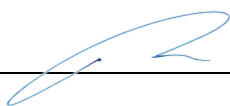
0 cal days

150 cal days

5 cal days

155 cal days

NOT VALID UNTIL SIGNED BY CONTRACTOR AND OWNER:

Recommended: (Owner's Rep.)
Benton CountyAccepted: (Contractor)
Booth and Sons Const., Inc.Authorized: (Owner)
Benton CountyBy: 

Print: Robert Blain

By: 

Print: George Booth III

By: _____

Print: _____

Date: 4-15-2022

Date: 4/15/22

Date: _____

Change Order Proposal

1

Booth & Sons Construction Inc.
P.O. Box 608
Richland ,WA 99352

To: Robert Blain
Benton County
Kennewick, WA 99336

For: Benton County MRWF
Drinking fountain , bottle filler

2/25/2022

Proposal price				
Sub-Contractor				
	BnB Mechanical			\$5,190.65
	Straight Line	conc cutting		\$400.00
	Subtotal			\$5,590.65
	Commission	10%		<u>\$559.07</u>
	Total A			\$6,149.72
Contractor				
Demo	4 hrs.	floor	70	\$280.00
Material	conc			\$100.00
equip rental				\$0.00
Labor	3 hrs	pour/ finish	70	\$210.00
Clean	1 hrs.		70	\$70.00
	hrs		0	\$0.00
Manage	1 hrs		90	<u>\$90.00</u>
	subtotal			<u>\$750.00</u>
	overhead	15%		\$112.50
	Sub-Total B			<u>\$862.50</u>
	Profit	6.00%		<u>\$51.75</u>
	Total B			<u>\$914.25</u>
	Total A+B			\$7,063.97
				\$7,063.97
Bond		2%		<u>\$141.28</u>
				7,205.24

TOTAL
please add 3 working days



Change Order Request

TO: George Booth

DATE: 2/23/22

RE: Bottle Filler for Benton County Mod RISK

Job # B-277

ATTN:

C.O.R. 001

Description Of Work:

Add bottle filler and piping

Labor

Description	Hrs.	Rate	TOTAL
	11	\$93.60	\$1,029.60
		\$93.60	\$0.00
		\$93.60	\$0.00
Total Labor			\$1,029.60

Equipment / Material

Description	Material/Equipment		TOTAL
Material Quote			\$1,088.20
Bottle Filler			\$2,395.81
			\$0.00
			\$0.00
Total Material			\$3,484.01

Subcontractors

Description	Material/Equipment		TOTAL
			\$0.00
			\$0.00
			\$0.00
Total Material			\$0.00

Total Labor & Material	\$4,513.61
Total Subcontractors	\$0.00

Overhead 10%	\$451.36
Profit 5%	\$225.68

TOTAL COST: \$5,190.65

SUBMITTED BY:

Mack T. Bland IV

Mack T. Bland IV
BnB Mechanical, LLC

Date

APPROVED BY:

DATE

Mack Bland

From: cameron.white@ferguson.com
Sent: Tuesday, February 22, 2022 4:50 PM
To: Cameron.White@Ferguson.com
Subject: Email Bid# B071152

Price Quotation # B071152

FERGUSON #3005

1130 WEST WASHINGTON
PASCO, WA 99301

Phone : 509-545-2111

Fax : 509-545-4779

Bid No.....: B071152

Bid Date....: 02/22/22

Quoted By: CGW

Customer.: BNB MECHANICAL LLC
918 W CANAL DRIVE #B
KENNEWICK, WA 99336

Cust Phone: 509-366-9072

Terms.....: NET 10TH PROX

Ship To.....: BNB MECHANICAL LLC
918 W CANAL DRIVE #B
KENNEWICK, WA 99336

Cust PO#...: CO MATERIAL

Job Name.: CO MATERIAL

Item	Description	Quantity	Net Price	UM	Total
LHARDD20	1/2 X 20 L HARD COP TUBE	29	284.000	C	82.36
LHARDK20	2 X 20 L HARD COP TUBE	48	1854.500	C	890.16
IBNDK	1/2X2 BLK STL NIP	1	1.290	EA	1.29
P80NKM	2X3 PVC S80 NIP	1	2.233	EA	2.23
C9D	1/2 WROT CXC 90 ELL 5/8 OD	6	0.850	EA	5.10
CCAPD	1/2 WROT COP CAP 5/8 OD	1	0.612	EA	0.61
CTGGD	1X1X1/2 WROT CXCXC TEE	1	10.542	EA	10.54
PDWVLS9K	2 PVC DWV LS 90 ELL	4	5.790	EA	23.16
PDWVCOMBPPK	4X4X2 PVC DWV COMB	1	26.766	EA	26.77
PDWVSTK	2 PVC DWV SAN TEE	1	5.756	EA	5.76
PDWVSTKKJ	2X2X1-1/2 PVC DWV SAN TEE	1	5.085	EA	5.09
NS58566LFD	LF 1/2 BRZ SS 600# SWT FP BV	1	35.132	EA	35.13

Subtotal: \$1088.20

Inbound Freight: \$0.00

Tax: \$0.00

Order Total: \$1088.20

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>. Govt Buyers: All items quoted are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

COVID-19 ORDER: ANY REFERENCE TO OR INCORPORATION OF EXECUTIVE ORDER 14042 AND/OR THE EO-IMPLEMENTING FEDERAL CLAUSES (FAR 52.223-99 AND/OR DFARS 252.223-7999) IS EXPRESSLY REJECTED BY SELLER AND SHALL NOT APPLY AS SELLER IS A MATERIALS SUPPLIER AND THEREFORE EXEMPT UNDER THE EXECUTIVE ORDER.

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Enter the following link to complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=3005&on=353048>

Mack Bland

From: cameron.white@ferguson.com
Sent: Tuesday, February 22, 2022 4:47 PM
To: Cameron.White@Ferguson.com
Subject: Email Bid# B070964

Price Quotation # B070964

FERGUSON #3005

1130 WEST WASHINGTON
PASCO, WA 99301

Phone : 509-545-2111
Fax : 509-545-4779

Bid No.....: B070964
Bid Date....: 02/22/22
Quoted By: CGW
Customer.: BNB MECHANICAL LLC
918 W CANAL DRIVE #B
KENNEWICK, WA 99336

Cust Phone: 509-366-9072
Terms.....: NET 10TH PROX
Ship To.....: BNB MECHANICAL LLC
918 W CANAL DRIVE #B
KENNEWICK, WA 99336

Cust PO#...: WATER FOUNTAIN

Job Name.:

Item	Description	Quantity	Net Price	UM	Total
ELZS8WSSK	LF EZH2O COLR KIT SS	1	1419.306	EA	1419.31
EMLP200	KIT-MLP200	1	976.500	EA	976.50

Subtotal: \$2395.81

Inbound Freight: \$0.00

Tax: \$0.00

Order Total: \$2395.81

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>. Govt Buyers: All items quoted are open market unless noted otherwise.

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COVID-19 ORDER: ANY REFERENCE TO OR INCORPORATION OF EXECUTIVE ORDER 14042 AND/OR THE EO-IMPLEMENTING FEDERAL CLAUSES (FAR 52.223-99 AND/OR DFARS 252.223-7999) IS EXPRESSLY REJECTED BY SELLER AND SHALL NOT APPLY AS SELLER IS A MATERIALS SUPPLIER AND THEREFORE EXEMPT UNDER THE EXECUTIVE ORDER.

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Enter the following link to complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=3005&on=353048>

Change Order Proposal

2

Booth & Sons Construction Inc.
P.O. Box 608
Richland ,WA 99352

To: Robert Blain
City of Pasco
Pasco, WA 99301

For: Benton County MRWF
replace door frames 101 A &B
non standard hinge locations , hardware company recommends replacing

Proposal price
Sub-Contractor

				\$0.00
	Straight Line	conc cutting		\$400.00
	Subtotal			\$400.00
	Commission	10%		<u>\$40.00</u>
	Total A			\$440.00
Contractor				
Demo	1 hrs.	frame	70	\$70.00
Material		frames <door>		\$488.00
equip rental				\$0.00
Labor	3 hrs	install fram	70	\$210.00
Clean	0 hrs.		70	\$0.00
	hrs		0	\$0.00
Manage	1 hrs		90	<u>\$90.00</u>
	subtotal			<u>\$858.00</u>
	overhead	15%		\$128.70
	Sub-Total B			<u>\$986.70</u>
	Profit	6.00%		<u>\$59.20</u>
	Total B			<u>\$1,045.90</u>
	Total A+B			\$1,485.90
				\$1,485.90
Bond		2%		<u>\$29.72</u>
				1,515.62

TOTAL
please add 0 working days

BUILDERS HARDWARE & SUPPLY

BUILDERS' HARDWARE & SUPPLY CO INC
114 S AUBURN ST
KENNEWICK, WA 99336-3909
509-586-8110 Fax 509-582-6636

Quotation

QUOTE DATE	QUOTE NUMBER
03/02/22	S3827230
ORDER TO: BUILDERS' HARDWARE & SUPPLY CO 114 S AUBURN ST KENNEWICK, WA 99336-3909 509-586-8110 Fax 509-582-6636	PAGE NO. 1

QUOTE TO:
BOOTH & SONS CONSTRUCTION INC
P O BOX 608
RICHLAND, WA 99352-0608

SHIP TO:
BOOTH & SONS CONSTRUCTION INC
C/O BENTON COUNTY MRW FACILITY
1709 S ELY ST
KENNEWICK, WA 99336

CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		RELEASE NUMBER		SALESPERSON			
185835		SUBMITTAL CHANGES		HM22-05BF		Belynda Fye			
WRITER		SHIP VIA		TERMS		SHIP DATE		FREIGHT ALLOWED	
Belynda Fye		CONTRACT		NET 25THNSC		03/02/22		Yes	
ORDER QTY		PART NO		DESCRIPTION		UNIT PRICE		NET AMOUNT	
1ea		130323		CECO MISCELLANEOUS ITEM LUMP SUM ADD BASED ON THE FOLLOWING SUBMITTAL CHANGES: -ADD FRAMES 101A & 101B = \$1,382.00 -DEDUCT DOOR 105 = <\$894.00> *SPECIAL ORDER RTN. POLICY APPLIES* TAXES NOT INCLUDED		488.000/ea		488.00	

THIS IS A QUOTATION
Prices are firm for 30 days, subject to
change without notice after 30 days.
A P P L I C A B L E T A X E S E X T R A !

Subtotal	488.00
S&H CHGS	0.00
Amount Due	488.00

Change Order Proposal

3

Booth & Sons Construction Inc.
P.O. Box 608
Richland ,WA 99352

To: Robert Blain
City of Pasco
Pasco, WA 99301

For: Benton County MRWF
Demolish and dispose of steel mezanine
in center storage bay

4/12/2022

Proposal price
Sub-Contractor

\$0.00
\$0.00

Subtotal		\$0.00
Commission	10%	<u>\$0.00</u>
Total A		\$0.00

Contractor

Demo	32 hrs.	frame	70	\$2,240.00
Material				\$0.00
equip rental				\$0.00
Labor	0 hrs	install fram	70	\$0.00
Clean	1 hrs.		70	\$70.00
	hrs		0	\$0.00
Manage	1 hrs		90	<u>\$90.00</u>
subtotal				<u>\$2,400.00</u>
overhead		15%		\$360.00
Sub-Total B				<u>\$2,760.00</u>
Profit		6.00%		<u>\$165.60</u>
Total B				<u>\$2,925.60</u>
Total A+B				\$2,925.60

\$2,925.60
\$58.51
2,984.11

Bond 2%

TOTAL
please add 2 working days

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	April 26, 2022		
Subject:	Memorandum of Understanding between Benton County and Amerigroup Washington, Inc.		
Presenter:			
Prepared By:	Lisa Small		
Reviewed By:	Eric Andrews; Purchasing		
PA Review, Approval to Form:	☒ Yes ☐ No ☐ N/A (If no, include reasoning for no approval)		
Type of Agenda Item:	Type of Action Needed: (Multiple boxes can be checked, if necessary)		
☒ Consent Agenda ☐ Public Hearing ☐ Scheduled Business	☐ Discussion Only ☐ Decision / Direction ☐ Sign Letter / Document ☐ Pass Motion ☒ Pass Resolution ☐ Pass Ordinance ☒ Execute Contract		

Summary / Background Information

Amerigroup Washington, Inc. (hereinafter MCO) is a managed care entity that contracts with the Washington State Health Care Authority ("HCA") to provide integrated managed Medicaid services to eligible individuals enrolled with MCO.

The attached MOU outlines the collaboration between MCO and the Benton County Corrections Department (hereinafter "BCCD") related to improving the integration of whole person care for Medicaid enrollees served by multiple systems. MCO and BCCD will collaborate and work together in good faith to develop and maintain the Regional Allied System Coordination Plan, and to ensure that the Plan meets the requirements as further outlined in the attached MOU.

Fiscal Impact

N/A – There are no financial obligations associated with this MOU.

Recommendation

Approve the attached Resolution and MOU and authorize the Chairman of the Board to sign the attached MOU between Amerigroup Washington, Inc. and Benton County.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A MEMORANDUM OF UNDERSTANDING BETWEEN AMERIGROUP WASHINGTON, INC. AND BENTON COUNTY BY AND FOR THE BENTON COUNTY CORRECTIONS DEPARTMENT TO PROVIDE INTEGRATED MANAGED MEDICAID SERVICES TO ELIGIBLE INDIVIDUALS ENROLLED WITH AMERIGROUP WASHINGTON, INC.

WHEREAS, Amerigroup Washington, Inc. (hereinafter referred to as "MCO") is a managed care entity that contracts with the Washington State Health Care Authority (HCA) to provide integrated managed Medicaid services to eligible individuals enrolled with MCO; and

WHEREAS, the attached Memorandum of Understanding ("MOU") between MCO and Benton County is necessary to outline the collaboration between MCO and the Benton County Corrections Department ("BCCD") related to improving the integration of whole person care for Medicaid enrollees service by multiple systems; and

WHEREAS, MCO and BCCD will collaborate and work together in good faith to develop and maintain the Regional Allied System Coordination Plan, and to ensure that the Plan meets the requirements as further outlined in the attached MOU; **NOW, THEREFORE**

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby approves the attached Memorandum of Understanding between Amerigroup Washington, Inc. and Benton County for the purpose of outlining the collaboration between MCO and the BCCD related to improving the integration of whole person care for Medicaid enrollees service by multiple systems; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman to sign the attached MOU between Amerigroup Washington, Inc. and Benton County by and for the Benton County Corrections Department; and

BE IT FURTHER RESOLVED, the attached MOU shall commence upon signature of both parties and shall remain in effect until it is terminated upon thirty (30) days' written notice to either party.

Dated this _____ day of _____, 2022

Chairman of the Board

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

MEMORANDUM OF UNDERSTANDING
BETWEEN
AMERIGROUP WASHINGTON, INC.
AND
BENTON COUNTY, WASHINGTON

This Memorandum of Understanding (“MOU”) is between Amerigroup Washington, Inc., a for profit corporation with its principal offices at 4425 Corporation LN, Virginia Beach, VA, 23462 (hereinafter referred to as “MCO”) and Benton County, Washington, by and for Benton County Corrections Department, a political subdivision, with its principal offices at 620 Market Street, Prosser, Washington 99350 (hereinafter referred to as “Allied System Partner”). The MCO and Allied System Partner may each be individually referred to as “a party” and collectively referred to herein as “the parties.”

I. PURPOSE

This MOU outlines the collaboration between the MCO and the Allied System Partner related to improving the integration of whole person care for Medicaid enrollees served by multiple systems.

II. BACKGROUND

MCO is a managed care entity that contracts with the Washington State Health Care Authority (“HCA”) to provide integrated managed Medicaid services to eligible individuals enrolled with MCO. Allied System Partner is a County Department of Corrections operating in Benton County, Greater Columbia region. Pursuant to MCO’s Washington Apple Health and Integrated Managed Care contracts with the HCA, MCO, in partnership with allied system partners in each region, must develop and maintain a plan describing how the MCO will coordinate and collaborate with the healthcare and other allied systems that serve Medicaid enrollees in that region (the “Regional Allied System Coordination Plan” or “Plan”).

III. ROLES AND RESPONSIBILITIES

3.1 MCO and Allied System Partner will collaborate and work together in good faith to develop and maintain the Regional Allied System Coordination Plan, and to ensure that the Plan meets the following requirements:

- Clearly defines the roles and responsibilities of the allied systems in helping Medicaid enrollees served by more than one system;
- Identifies needed local resources, including initiatives to address those needs;
- Establishes a process for facilitation of community reintegration from out-of-home placements for enrollees of all ages;
- Establishes a process for working with the regional Accountable Community of Health, the regional Behavioral Health Administrative Services Organization, and first responders.
- Evaluate the need to develop additional procedures to engage and collaborate with first responders on topics such as crisis intervention, jail diversion, and prevention and treatment of overdoses.
- Facilitates linkages with social services and criminal justice/courts and providers under contact with the county or state; and

- Provides a procedure for MCO representative(s) to attend relevant stakeholder planning and advocacy meetings and to communicate and coordinate with other entities to ensure MCO is aligned with state and local behavioral health initiatives.

The parties will further ensure that the Plan includes the following:

- A process for sharing information related to eligibility, access and authorization;
- A process for sharing system issues;
- Procedures to identify and address joint training needs; and
- A process or format to address disputes related to service or payment responsibility, including attribution for hospital related claims.

3.2 MCO and Allied System Partner agree to communicate, collaborate and coordinate in accordance with the Regional Allied System Coordination Plan to support and serve individuals served by both MCO and Allied System Partner.

IV. SHARING PROTECTED HEALTH INFORMATION

MCO and Allied System Partner agree that any information shared pursuant to this MOU is shared for the purpose of developing or updating the Plan, or for the purpose of performing a party's obligations under the Plan or this MOU. MCO and Allied system Partner will ensure that the exchange of protected health information ("PHI") is in compliance with Health Insurance Portability and Accountability Act ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), 45 CFR § 164.512, 42 CFR Part 2, and/or other applicable law, and that such exchange is limited to the minimum amount necessary to accomplish the intended purpose of the use or disclosure. Use of this information is limited to persons who have a "need to know" and all individuals who have access to the data must be bound to protect its confidentiality.

V. DISPUTE RESOLUTION

5.1 Each party shall engage in good faith and deal fairly in its performance hereunder to accomplish the parties' objectives and to avoid disputes. In the event of a dispute between the parties arising from this MOU, the parties will promptly meet and confer and use best efforts to resolve the dispute through informal negotiation. A guiding principle for resolving any dispute hereunder is that resolution should be sought at the lowest level possible and only progress up the hierarchy when satisfactory resolution has not been achieved.

5.2 Each party acknowledges and agrees that the parties' failure to resolve a dispute may result in termination of this MOU.

VI. AMENDMENT

Either party may amend this MOU upon written notice to the other party to maintain compliance with applicable state or federal law, regulation, binding directive, or government sponsored program requirements. This MOU may otherwise only be amended by the written agreement of both parties.

VII. TERM AND TERMINATION; NOTICE

7.1 The MOU shall become effective on the date both parties have duly executed this MOU. This MOU will remain in effect until it is terminated in accordance with the terms herein.

7.2 Either party may terminate this MOU, for any reason and at any time, upon thirty (30) days' written notice to the other party. Such notice, and other correspondence related to this MOU, must be sent to the contacts and addresses listed below and will be deemed effective upon receipt:

If to Allied System Partner, to:
Robert Guerrero
Interim Chief of Corrections
7122 W Okanogan Pl., Suite B110
Kennewick, WA 99336
(509) 783-1451
Robert.Guerrero@co.benton.wa.us

If to MCO, to:
Kathleen Boyle
500 5th Ave S Suite 300
Seattle, WA. 98104

~ This Section was intentionally left blank ~

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by the dates and signatures herein under affixed. The persons signing this MOU on behalf of the parties represent that each has authority to execute this MOU on behalf of the party entering into this MOU.

Benton County, Washington

Amerigroup Washington, Inc.



Signature

Signature

By: Shon Small, Chairman

By: Anthony E. Woods

Title: Benton County Commissioner

Title: Washington Plan President, CEO

Date: _____

Date: April 14, 2022

Approved as to Form:

DocuSigned by:



B4F7673BB8A1486
Eric Andrews, DPA

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	April 26, 2022
Subject:	Executing a contract with Performance Validation, Inc. for commissioning services for the Administration Building
Presenter:	N/A
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

Per Resolution 2020-584, Benton County entered into a contract with Welsh Commissioning Group, Inc. to perform the commissioning services for the Administration Building project.

Per Resolution, 2021-107, Benton County approved the assignment of the contract to Performance Validation, Inc., which purchased Welsh Commissioning Group, Inc. on January 1, 2021.

The original contract inadvertently expired on September 30, 2021, but the services continued and still need to continue to ensure the new building systems are in working order.

The new contract has been prepared and reviewed as to form by a Benton County Deputy Prosecuting Attorney.

Fiscal Impact

Amount: \$50,000.00 excluding W.S.S.T.

Fund: Capital Project Fund (Fund # 0305-101)

Recommendation

Execute contract with Performance Validation, Inc. for commissioning services for the Administration Building and authorize the Chairman to sign the said contract.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF EXECUTING THE CONTRACT WITH PERFORMANCE VALIDATION, INC. FOR COMMISSIONING SERVICES FOR THE ADMINISTRATION BUILDING AND AUTHORIZING THE CHAIRMAN TO SIGN SAID CONTRACT

WHEREAS, per Resolution 2020-584, Benton County entered into a contract with Welsh Commissioning Group, Inc. to perform the commissioning services for the Administration Building project; and

WHEREAS, per Resolution, 2021-107, Benton County approved the assignment of the contract to Performance Validation, Inc., which purchased Welsh Commissioning Group, Inc. on January 1, 2021; and

WHEREAS, the original contract inadvertently expired on September 30, 2021, but the services continued and still need to continue to ensure the new building systems are in working order; and

WHEREAS, the Director of Operations and Capital Programs recommends executing a contract with Performance Validation, Inc. for commissioning services for the Administration Building; and

WHEREAS, a contract has been prepared, reviewed, and approved as to form by our departmental Deputy Prosecuting Attorney from the Civil Division, and has been executed by Performance Validation, Inc.; **NOW, THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners concurs with the Director of Operations and Capital Program's recommendation and executes the contract for commissioning services for the Administration Building with Performance Validation, Inc. in a not to exceed amount of \$50,000.00 excluding Washington State Sales Tax; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman of the Board of County Commissioners to sign on behalf of Benton County said contract with Performance Validation, Inc.; and

BE IT FURTHER RESOLVED, said contract shall commence on October 1, 2021, and expire on October 31, 2022.

Dated this 26th day of April, 2022.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

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

**BENTON COUNTY
PERSONAL SERVICES CONTRACT**

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **PERFORMANCE VALIDATION, INC.** a corporation organized under the laws of the State of Washington with its principal offices at 5420 W Southern Ave, Suite 100, Indianapolis, IN 46241-5599 (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 document:

Exhibit A –Proposal for Commissioning Authority Services dated August 13, 2020

2. DURATION OF CONTRACT

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

3. SERVICES PROVIDED

- a. The CONTRACTOR shall provide commissioning services per the 2015 Washington State Energy Code, Commercial Provisions section C408 at the Benton County New Administration Building located at 7122 W. Okanogan Pl., Kennewick, WA. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, Proposal for Commissioning Authority Services, which is attached hereto and incorporated herein by reference.
- b. The scope of work includes re-testing or re-verifying issues on a one-time-per-issue basis. Additional tests or re-verification beyond one per issue will be outside the scope of this contract and will only be completed as approved by the COUNTY, and at an additional cost.
- c. Commissioning services require access to a variety of design and submittal documents from the COUNTY, design team and various contractors. This includes, but is not limited to, conformed specifications and drawings, product submittals, installation/start-up forms and test forms. The COUNTY will submit the requested documents to CONTRACTOR in a timely manner.
- d. Commissioning services requires full access to the building control systems. The COUNTY will provide full access to the building control system, both remotely and locally. This includes any required access to the building owner's network system.

- e. Commissioning services require full access to the facility during construction and potentially after occupancy. The COUNTY will coordinate and provide timely building access to include security badges, keys, access codes, escorts, and occupant notification as appropriate.
- f. The CONTRACTOR shall not be held accountable for failure to complete the commissioning work scope due to lack of cooperation from the general contractor or any sub-contractors during the commissioning process.
- g. The CONTRACTOR shall not be held accountable for failure to complete the commissioning work scope in a timely fashion due to lack of adequate time allocation in the construction schedule.
- h. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- i. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- j. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- k. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as requested by the COUNTY.

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Name: Tim O'Neill, Division Director
Address: 4508 Auburn Way
Auburn, WA 98002
Phone: 253-856-3322
Email: tim@wcxg.com

b. For COUNTY:

Name: Robert Blain
Address: 7122 W. Okanogan Pl., Bldg. A
Kennewick, WA 99336
Phone: 509-736-2704
Email: robert.blain@co.benton.wa.us

5. COMPENSATION

- a. For the services performed under this Contract, the CONTRACTOR shall be paid at the rates set forth in Exhibit A, Proposal for Commissioning Authority Services, which is attached hereto.
- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed fifty thousand dollars and zero cents (\$50,000.00), excluding W.S.S.T.
- c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- d. The CONTRACTOR may, in accordance with Exhibit A, submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.
- e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- g. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

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

7. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers,

officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTY. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY or its officers, officials, employees, or agents.

- b. In any and all claims against the COUNTY and its officers, officials, employees, and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 7 shall survive termination and expiration of this Contract.**
- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the CONTRACTOR, or the CONTRACTOR'S employees, agents, or subcontractors.

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

of 36 months after the completion of work. The CONTRACTOR shall annually provide the COUNTY with proof of all such insurance.

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

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

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

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

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

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

CONTRACTOR shall also provide Stop Gap Employer's Liability Insurance coverage with minimum

limits as follows:

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

- d. **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.
- f. **Other Insurance Provisions:**
1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY or its elected and appointed officers, officials, employees, or agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.
 2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
 3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.
 4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
 6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**
 7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract, except for professional liability under Section 8(a), shall be written on

an Occurrence Policy form.

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

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

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

1. All insurance to be maintained by the CONTRACTOR, other than Professional Liability, Auto Liability, and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or cancelled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY and its elected or appointed officials, employees, and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.
2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTY's Contract Representative referenced in Section 4.
3. All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager to the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. **TERMINATION**

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the

CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.

- b. In the event that funding for this project is withdrawn, reduced, or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this subsection shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.
- c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee, or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in

Section 5 of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.

- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTY.
- d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state, or local law that are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S Contract Representative, or designee.

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

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

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

specified by the COUNTY.

17. PATENT/COPYRIGHT INFRINGEMENT

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

18. DISPUTES

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

19. CONFIDENTIALITY

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

20. CHOICE OF LAW, JURISDICTION, AND VENUE

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

21. SUCCESSORS AND ASSIGNS

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

22. SEVERABILITY

- a. If a court of competent jurisdiction holds any part, term, or provision of this Contract to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and

the parties' rights and obligations shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

- b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

23. ENTIRE AGREEMENT

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

24. NOTICES

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

25. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to: indemnification provisions (Sections 7 and 17); 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 COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section 14 of this Contract may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule required by Section 14 of this Contract.

27. PUBLIC RECORDS ACT

The CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, Chapter 42.56 RCW. Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTY may be required by virtue of that Act to disclose any records related to this Contract actually in its possession or in CONTRACTOR'S possession. This may include records that CONTRACTOR regards as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTY that it regards as confidential or

proprietary, CONTRACTOR agrees to conspicuously mark the records as such. The CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTY'S release of records covered under the Public Records Act. The COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act that will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

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

Dated: _____

4/14/2022
Dated: _____

FOR: BENTON COUNTY

Chairman

Approved as to Form

DocuSigned by:

Eric Andrews

B4F7673B8A1480...

Eric Andrews, Civil Deputy Prosecuting
Attorney

FOR: PERFORMANCE VALIDATION, INC.

DocuSigned by:

Tim O'Neill

0B34EDV3A8EAA4

Signature

Division Director

Title:

Tim O'Neill

Print Name



Welsh Commissioning Group, Inc.

**Revised Proposal for Commissioning Authority Services
2015 Washington State Energy Code, Commercial Provisions – Section C408
Benton County – New Administration Building**

Date: August 13, 2020

To: Tavis Hatfield

By: Bryan Welsh, President
Welsh Commissioning Group, Inc.

A handwritten signature in black ink that reads 'Bryan W. Welsh'.

Welsh Commissioning Group, Inc. (WCG) is pleased to offer the following proposal for commissioning related services per the listed scope of work and fee proposal detail.

Project Description:

New office building, construction type II-B, 3 story, approximately 40KSF including basement.

Scope of Work:

Provide commissioning services per the 2015 Washington State Energy Code, Commercial Provisions (WSECCP) section C408. The systems to be commissioned under this proposal include those required by the 2015 WSECCP as outlined in Attachment – A, Commissioned Equipment List.

The following are the duties of the commissioning authority (CxA) including commissioning deliverables. Note: Design team refers to the architect and engineer of record and their sub-consultants. The commissioning team refers to client, building owner (if different than client), design team, contractor, sub-contractors and equipment suppliers.

1. The CxA shall review project documents and contractor submittals applicable to the scope of work and develop a commissioning plan to include the following as a minimum:
 - A complete list and description of all equipment and systems to be commissioned.
 - Installation verification data entry forms for systems and equipment to be commissioned.
 - Functional performance test procedures and data entry forms for systems and equipment designated to be functionally performance tested.
 - A sample version of the commissioning issues list. This list is to be maintained and updated by the CxA on a regular basis during the entire commissioning process.
2. The CxA shall schedule, organize and coordinate an initial virtual commissioning coordination meeting. The initial meeting shall be with the owner, design team and contractors to present the commissioning plan, and discuss issues related to the proposed commissioning process. Meeting agenda and minutes shall be provided by the CxA.

3. The CxA shall schedule, organize and coordinate a virtual controls integration meeting. The controls integration meeting shall be with the HVAC control contractor, VRF control contractor, lighting control contractor and design team to review control strategies and testing; to be held after receipt of submittals and prior to programming. Meeting agenda and minutes shall be provided by the CxA.
4. The CxA shall schedule, organize and coordinate commissioning site observations. The purpose of these observations will be to evaluate compliance to contractual obligations such as cleanliness, capping ductwork, access to equipment, maintainability and so forth to identify concerns before they are repeated throughout the project. A commissioning site observation report will be provided.
5. The CxA shall schedule, organize and coordinate virtual commissioning meetings. Commissioning meetings will be for the purpose of coordinating commissioning tasks with the contractor and discussing unresolved issues. Meeting agenda and minutes shall be provided by the CxA. Contractor is responsible for providing video and/or audio connection to meeting room.
6. The CxA shall audit completed contactor checklists on a sample basis to verify that the equipment and systems designated for commissioning are installed, started and ready for functional test verification. Issues discovered during this audit will be documented by the CxA in a commissioning issues log and communicated to the commissioning team. The completed verification forms will be provided by the CxA in the final report.
7. The CxA shall review the testing, adjusting and balancing (TAB) report and provide written comments to the commissioning team. The CxA shall verify TAB work (10% sample basis). Issues discovered during the TAB review will be documented by the CxA in the commissioning issues log and communicated to the commissioning team.
8. The CxA shall be responsible for scheduling, coordinating and witnessing selected functional performance tests as conducted by the contractor and detailed in the commissioning plan. Issues discovered during functional test verification will be documented by the CxA in a commissioning issues log and communicated to the commissioning team. The completed functional test forms will be provided by the CxA in the final report.
9. The CxA shall verify reported corrections on a one time per issue basis. The CxA shall provide an updated commissioning issues list to the commissioning team. Additional verification of corrections beyond the one time per issue shall constitute work beyond the commissioning scope of work.
10. The CxA shall verify that the contractual requirements for record documents, O&M manuals and system training have been completed by the contractor.
11. At the completion of all commissioning related procedures, the CxA shall be responsible for assembling and producing the commissioning report for submission to the client and building official. This will include providing a preliminary report as needed. The report shall contain at a minimum the following:
 - A copy of the commissioning plan.
 - Copies of completed data entry forms related to installation verification checklists and functional performance tests.
 - A final version of the commissioning issues list showing the current resolution status of all issues, including the status of those issues that may be outstanding.
 - The completed C408 Commissioning Compliance Checklist (signed by owner).

Attachment A – Commissioned Equipment List

The systems to be commissioned under this proposal are listed below and include those as required by the WSECCP (“C” References are per energy code). The WSECCP invokes Section C408 System Commissioning which includes requirements for commissioning C403 Mechanical Systems, C404 Service Hot Water Heating, C405 Electrical Power and Lighting Systems and C409 Energy Metering and Energy Consumption Management. The listed equipment includes WCG’s interpretation of the energy code and related exemptions (based on system sizes and types) and makes no guarantee of code compliance. The Client should review the code required commissioning requirements with the engineer of record to confirm suitability of scope.

This proposal excludes commissioning of any systems or equipment not listed below regardless of how commissioning is referenced or implied in the project documents.

C403 Mechanical Systems

- (7) VRF outdoor units (19) Modules
- (39) VRF indoor units
- (11) Branch controllers
- (1) Energy recovery unit
- (1) Air handling unit, split system
- (6) Split system heat pumps
- (8) Exhaust fans
- (3) Ductless split system AC units
- (1) Electric panel heater
- (2) Electric wall heaters
- Atrium smoke control system

C404 Service Hot Water Heating

Assumed Exempt. Heating system capacity is less than 200,000 Btu/h (58,562 W) and there are no pools or permanent spas.

C405 Electrical Power and Lighting Systems

- (83) Occupancy sensor zones
- (18) 2-zone daylight control zones
- (2) Lighting control panels, (7) controlled zones

C409 Energy Metering and Energy Consumption Management

- (4) Electric meters

The following requirements of the WSECCP are not included in the CxA work scope: Sections C408.1.3 Documentation Requirements (except C408.1.3.4, Commissioning Report), C408.1.4 Systems Operation Training and C408.2.2 System Balancing. These items are to be provided by the contractor (but will be reviewed by the CxA). The client should confirm that the design team has specified in the contract documents that the contractor will provide the labor and material for system balancing, documentation and training.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	April 26, 2022
Subject:	Professional Services Contract with DLR Group for the Benton-Franklin Juvenile Justice Center Feasibility / Space Needs Assessment
Presenter:	
Prepared By:	Lisa Small
Reviewed By:	Eric Andrews; Procurement
PA Review, Approval to Form:	☒ Yes ☐ No ☐ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
☒ Consent Agenda ☐ Public Hearing ☐ Scheduled Business	☐ Discussion Only ☐ Decision / Direction ☐ Sign Letter / Document ☐ Pass Motion ☒ Pass Resolution ☐ Pass Ordinance ☒ Execute Contract

Summary / Background Information

The Benton County Purchasing Department solicited Request for Qualifications (RFQ) from professional consulting firms to evaluate the current feasibility/space needs of a new Benton-Franklin Counties Juvenile Justice Center.

Benton County received five (5) responses to the RFQ. After interviewing two (2) of the firms, it was determined that DLR Group of Seattle, WA was the most qualified firm to provide the necessary services.

Fiscal Impact

Cost: Up to \$198,026.00

Fund: Capital Projects

Recommendation

Approve the attached Resolution and Professional Services Contract between Benton County and DLR Group for an amount not to exceed \$198,026.00 excluding WSST, with a term commencing upon signature of both parties and terminating December 31, 2022.

Suggested Motion

The Board of County Commissioners hereby approves the Professional Services Contract between Benton County and DLR Group of Seattle, Washington for the Benton-Franklin Juvenile Justice Center for the feasibility/space needs study in the amount of \$198,026.00, excluding Washington State Sales Tax.

RESOLUTION

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY WASHINGTON:

IN THE MATTER OF EXECUTING A PROFESSIONAL SERVICES CONTRACT FOR BENTON-FRANKLIN JUVENILE JUSTICE CENTER FEASIBILITY/SPACE NEEDS ASSESSMENT PROJECT WITH DLR GROUP OF SEATTLE, WASHINGTON

WHEREAS, the Benton County Purchasing Department solicited Request for Qualifications from professional consulting firms to evaluate the current feasibility/space needs of a new Benton-Franklin Counties Juvenile Justice Center; and

WHEREAS, Benton County received five (5) responses to the request for qualifications; and

WHEREAS, after interviewing two (2) of the firms and reviewing the qualifications submitted, it was determined that DLR Group of Seattle, Washington was the most qualified firm to provide the necessary services; and

WHEREAS, an optional two (2) phase Professional Services Contract was negotiated with DLR Group, approved as to form by the Prosecuting Attorney's office, and signed by the consultant; **NOW, THEREFORE**

BE IT RESOLVED, the Board of County Commissioners hereby approves the Professional Services Contract with DLR Group of Seattle, Washington for the Benton-Franklin Counties Juvenile Justice Center feasibility/space needs assessment in the amount of \$168,192, excluding Washington State Sales Tax for Phase I, and \$29,834 excluding WSST for Phase II for a potential overall Contract amount of \$198,026 excluding WSST; and

BE IT FURTHER RESOLVED, said contract shall commence April 26, 2022 and shall terminate on December 31, 2022.

Dated this _____ day of _____ 2022.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

**BENTON COUNTY
PROFESSIONAL SERVICES CONTRACT**

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **DLR GROUP**, a corporation organized under the laws of the State of Washington with its principal offices at 51 University Street, Suite 600, Seattle, WA 98101 (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 - Fee Proposal

2. DURATION OF CONTRACT

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

3. SERVICES PROVIDED

- a. The CONTRACTOR shall provide a full space needs assessment of the BFJJC inclusive of regulations and conditions required to incorporating juveniles detained collocated with the existing adult justice center facility; provide conceptual diagrams and scoping information detailed to compile a conceptual design estimate of up to two options at the existing Justice Center. Additional sites, conceptual plans, estimates, etc. may be provided pending approval of additional services to this contract. The proposed scope of work is detailed in two project phases - Phase 1 - Programming and Concept Design and Phase 2 - Community Engagement & Support. Each phase shall not commence without notice to proceed (NTP) of Benton County.

A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Scope of Work", which is attached hereto and incorporated herein by reference.

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

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Name: Erica Loynd
Address: 51 University Street, Suite 600
Seattle, WA 98101
Phone: (206) 461-6059
Email: eloynd@dlrgroup.com

b. For COUNTY:

Name: Robert Blain
Address: 7122 W Okanogan Pl., Suite E330
Kennewick, WA 99336
Phone: (509) 736-2704
Email: Robert.Blain@co.benton.wa.us

5. COMPENSATION

- a. For the services performed under this Contract, the CONTRACTOR shall be paid set forth in Exhibit B, "Fee

Proposal", which is attached hereto and incorporated herein by reference, excluding W.S.S.T.

- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed one hundred ninety-eight thousand dollars twenty six dollars and zero cents (\$198,026.00), excluding W.S.S.T.
- c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- d. The CONTRACTOR may, in accordance with Exhibit B, submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.
- e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- g. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

- a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the

CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

- b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

7. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTY. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY or its officers, officials, employees, or agents.
- b. In any and all claims against the COUNTY and its officers, officials, employees, and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this**

section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 7 shall survive termination and expiration of this Contract.

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

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

- b. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations.

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

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

c. Commercial General Liability and Employers Liability

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

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

The commercial general liability policy must contain an endorsement naming the COUNTY and its elected and appointed officials, employees, and agents as an Additional Insured and an endorsement that specifically states that CONTRACTOR's commercial general liability policy shall be primary, and not

contributory, with any other insurance maintained by the COUNTY.

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

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

\$1,000,000 Each Accident

\$1,000,000 Policy Limit for Disease

\$1,000,000 Each Employee for Disease

- d. **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.

e. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY or its elected and appointed officers, officials, employees, or agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.

2. The CONTRACTOR'S liability insurance policies shall

contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract, except for professional liability under Section 8(a), shall be written on an Occurrence Policy form.
8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids

coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.

9. Compensation and/or payments due to CONTRACTOR under this Contract are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

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

1. All insurance to be maintained by the CONTRACTOR, other than Professional Liability, Auto Liability, and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or cancelled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY and its elected or appointed officials, employees, and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.
2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTY's Contract Representative referenced in Section 4.
3. All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon

request of the Benton County Risk Manager to the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. TERMINATION

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving thirty (30) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- b. In the event that funding for this project is withdrawn, reduced, or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this subsection shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.
- c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

- a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.

- b. The CONTRACTOR warrants that it has not paid, nor has it agreed to pay, any company, person, partnership, or firm, other than a bona fide employee working exclusively for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee, or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTY.
- d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state, or local law that are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services

under this Contract upon receipt of a written request to do so from the COUNTY'S Contract Representative, or designee.

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

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

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

- a. All reports, drawings, plans, specifications, forms of electronic media, data, and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefrom to the extent such use is not agreed to in writing by the CONTRACTOR.
- b. All design work done by the CONTRACTOR shall be done on AutoCAD Civil 3D 2015 or higher, or other systems mutually agreed upon, an electronic copy of which shall be submitted to the COUNTY upon request and/or at the expiration of the Contract. Should a construction project result from the work of the CONTRACTOR, the record drawings from the CONTRACTOR shall be transposed onto the electronic design drawings and

submitted to the COUNTY.

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

17. PATENT/COPYRIGHT INFRINGEMENT

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

18. DISPUTES

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

19. CONFIDENTIALITY

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

20. CHOICE OF LAW, JURISDICTION, AND VENUE

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

its interpretation and performance.

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

21. SUCCESSORS AND ASSIGNS

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

22. SEVERABILITY

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

23. ENTIRE AGREEMENT

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

24. NOTICES

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

to be given three (3) days following the date of mailing or immediately if personally served. For service by e-mail, service shall be effective at the beginning of the next working day.

25. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to: indemnification provisions (Sections 7 and 17); 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 COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section 14 of this Contract may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule required by Section 14 of this Contract.

27. PUBLIC RECORDS ACT

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

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

- **This section left blank intentionally** -

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

Dated: _____

Dated: 4/19/2022

FOR: BENTON COUNTY

FOR: DLR GROUP

Shon Small, Chairman
Benton County Commissioner



Signature

Approved as to Form:

Principal

DocuSigned by:

Title:


Eric Andrews

Erica J. Loynd

Eric Andrews, Deputy PA

Print Name



DLR Group inc.
a Washington corporation

51 University Street, Suite 600
Seattle, WA 98101

April 13, 2022

Robert Blain
Benton County
Director of Operations and Capital Assets
7122 W. Okanogan Place, Building D
Kennewick, WA 99336

Re: Project Name: Benton-Franklin County Juvenile Justice Center Feasibility /
Space Needs Assessment
DLR Group Project No.: TBD

Dear Robert:

Thank you for the opportunity to submit a fee proposal for the Benton-Franklin County Juvenile Justice Center (BFJJC) Feasibility / Space Needs Assessment project. I appreciate the continued partnership of DLR Group with the County and look forward to this opportunity to develop your plan for future development.

Per our scoping review meeting on April 11, 2022, I have formalized the fee proposal and description of the project to include the following scope. The scope is broken into two phases, Phase 1 including all the scope related to the programming, conceptual design, and cost estimating for the project. Phase 2 will be provided as authorized by Benton County to assist in preparing documentation for the implementation of Phase 1 at the Justice Center.

At the conclusion of Phase 1, Benton County will have a report that provides detailed description of the scope of work anticipated. The programming and space planning will detail the rooms and program spaces required to allow BFJJC to operate as an appropriate and modern facility. The associated codes, laws and regulations, and condition reports will ensure the department can operate effectively at the Justice Center. The detailed description and narratives will provide the cost estimator clear information on the scope included to renovate the existing Justice Center location selected or build a new facility on the campus. In this period of high escalation and construction cost uncertainty, the more detail provided to the cost estimator will ensure a more viable construction cost that can be factored over time with escalation values. All the information used as the baseline for the estimate and diagrams will be provided in the draft report. It will be provided in draft form to allow comment and confirmation by Benton County prior to final issuance.

PHASE 1 – PROGRAMMING & CONCEPTUAL DESIGN

Project Initialization:

- Project Set-up – Identify the Leadership Stakeholder participants for each meeting, set schedule, process, and expectations of Benton County for the design team and the needs of DLR Group to provide the detail and depth required. Describe the deliverables that will be provided at each phase of the project.
- Visioning and Goals – The Leadership Stakeholder participants will identify the project vision and goals through an interactive process.

Programming / Space Needs Development:

- Interview the functional workgroup leaders to understand the space needs, adjacencies, and current operational understandings. Data analysis of the spaces required and efficiency opportunities to align with modern juvenile practices.
- Operational assessment tour of the existing BFJJC.
- Overview of codes, laws, and best practices for juvenile facilities.
- Deliverable – Provide a space needs list summarized by functional workgroups. Provide space adjacency diagrams that illustrate the space needs in a functional arrangement.

Conceptual Design:

- Identify two options for detailed development including one remodel of existing space at the Justice Center and one freestanding facility on the Justice Center Campus.
- Review of existing conditions of the interior space for existing structural, mechanical, electrical, plumbing, security, etc. requirements and available services.
- Provide conceptual plan layouts and building massing (stacking and blocking diagrams) of the conceptual designs.
- Provide written narrative descriptions of the existing conditions and modifications / new construction required to identify quality and accurate conceptual cost estimates.
- Preliminary review with Authority Having Jurisdiction (City of Kennewick) to identify any restrictions or conditions that may affect the long range planning of the modifications or constructions at the campus associated with the proposed conceptual design.
- Deliverable – DRAFT report including narrative documentation and diagrams associated with the cost estimate for confirmation by Benton County.

Cost Estimate:

- Provide one conceptual cost estimate for each of the options provided in the conceptual design (total of two).

In preparing this proposal, we discussed Phase 1 including approximately five (5) in person stakeholder leadership meetings, one (1) in person formal presentation to the Board of County Commissioners (BOCC), and a regularly scheduled virtual update meeting with the smaller project leadership team. I have requested a project kick off date of Monday April 25. The schedule for Phase 1 scope of work shall be completed and presented to the Board of County Commissioners on or prior to August 22, 2022. Any known exclusions of scope at this time are listed on the full fee proposal and may be requested in an additional service.

PHASE 2 – COMMUNITY ENGAGEMENT & SUPPORT

In discussions on April 11, it was discussed reserving this scope of work until authorized by Benton County for inclusion of the project. This scope of work would include the following:

- Preparation of a presentation for the leadership of Benton County to provide to the public or special interest groups with the information procured and detailed in the conceptual design scope. Note: Presentation will be presented by Executive Leadership from the County to ensure the message is viewed as supportive to the public served. DLR Group team may attend meetings but will not present to the public unless specific focus areas such as description of the programming efforts is necessary. The messaging should be from Benton County Officials.
- Provide artistic renderings of the conceptual designs to be used for community engagement of the project.

I appreciate authorization of the Phase 1 scope of work at this time. Phase 1 includes a total lump sum fee of **\$168,192.00 (one hundred sixty eight thousand one hundred ninety two dollars and zero cents)**. This lump sum is inclusive of all labor, travel time and reimbursable expenses. Upon authorization of Phase 2 of the scope of work, we will complete the community engagement support as identified in the itemized fee proposal matrix attached.

Thank you again for your partnership with DLR Group. This is an exciting opportunity to bring the best practices to Benton County and ensure you have a plan supportive of your operations and needs in the future.

Sincerely,
DLR Group



Erica J. Loynd
Principal

EL:el

Encl: Fee proposal matrix dated April 13, 2022

cc: Lisa Small, Benton County Procurement and Contract Administrator

Benton-Franklin County Juvenile Justice Center Feasibility / Space Needs Assessment

Scope Proposal

April 13, 2022

Task			Schedule	Fee	Comment
PHASE 1 – PROGRAMMING & CONCEPTUAL DESIGN					
Visioning & Project Kick Off				\$ 10,145	
Presentation #1 to Stakeholder group		In Person #1	04/25/22		
Project Kick Off Meeting					
Visioning & Goals					
Programming				\$ 19,590	
Operational Interviews at existing juvenile department	Interviews	In Person #1	04/25/22		Tour of the existing facility & review with users
Stakeholder Interviews	Interviews	Virtual	May 2-6		Approximately 1 hour / department
Space Needs					
Adjacency Diagrams					
Legal Code & Legislative Review					
Confirmation of Program - Review with Stakeholders	Meeting	Virtual	May 16-20		
Presentation #2 to Stakeholder group	Meeting	In Person #2	05/23/22		
Final review of program					
What is required to go into the new facility - Set the constraints					
Physical Assessment				\$ 15,160	
Preparation of existing drawings & documents			TBD		Wenaha
Review of existing area to be remodeled	On site		05/23/22		
Matterport camera view of existing jail					
Following Schemes Detailed	On site		July 25-29		
Final Architectural Review					Wenaha
Civil Review					Knutzen Engineering
Engineering					Structural, Mechanical, Plumbing, Electrical, Security
Overview with Authorities Having Jurisdiction (City of Kennewick)	Meeting	Virtual or align with In person #3	June 20-24		

Benton-Franklin County Juvenile Justice Center Feasibility / Space Needs Assessment

Scope Proposal

April 13, 2022

Task	Schedule		Fee	Comment
Concept Design			\$ 72,030	
Option #1 - Remodel Existing				
Option #2 - New Building at Justice Center				
Civil & Site Design				
Engineering Design				Structural, Mechanical, Plumbing, Electrical
Regularly scheduled stakeholder reviews (informal updates)	Meeting	Virtual	TBD	Determine regularly scheduled checkin with Benton County - Assume biweekly, not including weeks with milestone meetings scheduled.
Presentation #3 to Stakeholder group	Meeting	In Person #3	June 20-24	Refinement of solutions
Draft Review & Owner Comment Review				
Presentation #4 to Stakeholder group	Meeting	In Person #4	July 25-29	
Finalization of two concepts to be estimated				
Cost Estimating			\$ 22,930	
Cost Estimator On-site review	On site	In person #4	July 25-29	
Estimate Number #1 - Remodel Existing			Aug 1-12	Estimates take 2 weeks to prepare
Estimate Number #2 - New Building at Justice Center			Aug 1-12	Estimates take 2 weeks to prepare
Final Draft Report to Benton County	Meeting	In Person #5	Aug 22-26	
PRESENTATION TO BOCC	Presentation	In person #5	08/23/22	\$ 1,060
Subtotal - Phase 1			\$ 140,915	
Reimbursables			3.0%	\$ 4,227.45
Travel time				\$ 21,200
Markups for Consultants			10%	\$ 1,850
TOTAL - Phase 1			\$ 168,192	Includes travel time for five (5) trips in person x 2 people avg. Roen, Knutzen Engineering, R&N Systems Design, Wenaha

Benton-Franklin County Juvenile Justice Center Feasibility / Space Needs Assessment

Scope Proposal

April 13, 2022

Task	Schedule	Fee	Comment
PHASE 2 – COMMUNITY ENGAGEMENT & SUPPORT			
Community Engagement		\$ 16,920	
Review with users, volunteers, and stakeholders	Presentation In person #4 July 25-29		Wenaha + DLR Group
Review with youth & families	Presentation In person #4 July 25-29		
Final Presentation		\$ 11,210	
Renderings / Visual aids for Community Engagement			One interior and one exterior rendering of two schemes (4 total)
Prepare presentation for community - to be presented by County Leadership			
Subtotal - Phase 2		\$ 28,130	
Reimbursables	3.0%	\$ 843.90	
Travel time		TBC	To be determined based on quantity of meetings agreed to prior to authorization
Markups for Consultants	10%	\$ 860.00	
TOTAL - Phase 2		\$ 29,834	
GRAND TOTAL		\$ 198,026	

Exclusions

Limited to two options. Additional options will be additional scope.

Additional options to be considered as additional service

Topographical surveys

Sustainability Certification (ie LEED Review)

Parking assessments above and beyond associated juvenile staffing at Justice Center

Traffic analysis or trip studies

Population projections

Justice Center Campus wide master planning

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	April 26, 2022
Subject:	Setting Salaries for Elected Officials for years 2025 & 2026
Presenter:	Jerrod MacPherson
Prepared By:	Matt Rasmussen
Reviewed By:	Jerrod MacPherson

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

Summary / Background Information

Approximately every other year the Board of County Commissioners sets the salaries of elected officials. The salaries set generally are for 3 and 4 years in advance of the current year. This is to avoid changes to the salary of any elected official during their current term.

Since 2016 salaries for elected officials have increased each year ranging from a 1.5% increase to a 2.25% increase. The salaries of the County Commissioners, Clerk, Coroner, Treasurer, Assessor and Auditor are set at the same level. The salary of the County Sheriff was set at a higher level because that position used to have oversight of the jail in addition to their regular functions. That salary was reduced to be in line with the other elected officials (effective 2023) when the jail was split to its own department in 2019.

After two separate discussions with the Board, staff has prepared the final version of the salary schedule based on direction from the Board. The Auditor, Treasurer, Assessor and Coroner are proposed to receive a 2.25% increase in years 2025 and 2026. The Sheriff's salary is being amended again, prior to the start of their next term in 2023, to be 7% higher than other elected officials. The salaries of the Commissioners are not being increased for 2025 and 2026. These salaries take effect at the beginning of the next term of office for each elected official.

Fiscal Impact

Amount: Approximately \$28,000 annual increase

Fund: Various

Recommendation

Staff recommends the Board approve the attached salary schedule for elected officials.

Suggested Motion

I move to approve a Resolution setting salaries for elected officials and amending Resolution 2020-511.

RESOLUTION

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

**IN THE MATTER OF SETTING SALARIES FOR ELECTED OFFICIALS IN BENTON
COUNTY AND AMENDING RESOLUTION 2020-511**

WHEREAS, the salaries of all Elected County Officials, except Superior Court and District Court Judges, are fixed by the county legislative authority; and

WHEREAS, the Board of Benton County Commissioners is the legislative authority for Benton County; and

WHEREAS, the Board has determined it is in the best interest of Benton County to extend the compensation detailed in Resolution 2020-511 to include the years 2025 and 2026 for applicable Elected Officials; **NOW THEREFORE**,

BE IT RESOLVED, that Resolution 2020-511 is hereby amended by the attached Exhibit A, thereby updating the salaries for identified Elected Officials effective for the years 2022 through 2026.

Dated this 26th day of April, 2022.

Chairman of the Board

Chairman Pro Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

EXHIBIT A

IN THE MATTER OF SETTING SALARIES FOR ELECTED OFFICIALS IN BENTON COUNTY AND AMENDING RESOLUTION 2020-511

Year	Commissioners District 1, 2, 3	Assessor, Auditor, Clerk, Coroner and Treasurer	Sheriff
2022	\$117,227	\$117,227	\$134,811
2023	\$119,572	\$119,572	\$127,942
2024	\$121,963	\$121,963	\$130,501
2025	\$121,963	\$124,708	\$133,437
2026	\$121,963	\$127,514	\$136,439

Prosecuting Attorney's Salary set by Resolution 08-780