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, May 10, 2022, 9:00 a.m.
Benton County Courthouse, Prosser, WA

9:00 AM **Call to Order**

Pledge of Allegiance

Approval of Minutes
- **May 3, 2022**

Review Agenda

Consent Agenda

Commissioners
a. Older American Proclamation
Coroner
b. Contract w/Spokane County Medical Examiner's Office for Forensic Pathology Services
District Court
c. Third Amended Agreement w/nCourt for Online Payment Option
Human Services
d. Contract w/J Dorsett for Bonding & Leadership Development Services to Youth & Adult Groups
Information Technology
e. Purchase of RoadEng Starter Bundle From Softree Technical Systems for Public Works
Juvenile
f. Contract w/Amy Campbell for Functional Family Therapy

g. Contract w/Amy Campbell for Family Counseling

Purchasing

h. Contract w/Bagley Landscape Construction for Public Services Building
i. Agreement w/King County Regional Automated Fingerprint Identification System for Fingerprint Mobile Identification
j. Contract Amendment #1 w/C.H. Johnson Consulting. for Fairgrounds Feasibility Study & Master Plan
k. 3rd Contract Amendment w/Meier Architecture & Engineering for Design of Shooting Range @ Rattlesnake Mountain Shooting Facility

Sheriff

l. Line Item Transfer, Fund No. 0000-101, Dept. 121 for Overtime

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

Public Hearing

Community Development Block Grant ~ K Sullivan

Ordinance Relating to BCC Title 11 Zoning; File No OA 2022-001 ~ G Wendt

Scheduled Business

Justice Center Tenant Improvement Project Discussion ~ R Blain

Parks Comprehensive Master Plan Contract w/Beckwith Consulting Group ~ A Fyall

Public Safety Sales Tax Hiring Funding Request ~ R Brown

Other Business

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Draft

Regular Board Meeting
Benton County Courthouse, Prosser, WA
Tuesday, May 3, 2022, 9:00 a.m.
Meeting provided in-person, by Video Live-Broadcast and Telephonically via/WebEx

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

Absent: Commissioner Jerome Delvin (ECA Conference)

Benton County Employees Present During All or a Portion of the Meeting: Deputy County Administrator Matt Rasmussen; Robert Heard, IT Manager; Karlee Ainsworth, Assistant HR Manager; Brian Malley, Transportation Planning Manager; Robert Blain, Operations & Capital Programs; Matt Mahoney, Public Works Operations Manager; Clerk Josie Delvin; Treasurer Ken Spencer; Finance Manager Linda Ivey; Auditor Brenda Chilton; Amanda Hatfield, Elections.

Pledge of Allegiance

The Board recited the Pledge of Allegiance.

Approval of Minutes

The Minutes of April 26, 2022 were approved.

Agenda Review

The following was added to the agenda:

- Recovery Center Update – Matt Rasmussen

Consent Agenda

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

Auditor

a. Surplus & Disposition of Personal Property
b. Changing Precinct Boundaries in Conjunction w/Redistricting

Commissioners

c. Appointment of Cheryl Farabee to the Benton County Noxious Weed Control Board

Juvenile

d. Contract w/Calvert Technical Services for As Needed Security System Maintenance & Repair
e. Contract w/Kristi Hunziker for Assessment & Treatment Services to Time Adjudicated Sex Offenders

Public Works

f. Award of Bituminous Surface Treatment Area 6 & Edge Repair to American Rock Products
g. Granting Franchise to Wholesail Networks for Telecommunications Network System & Facilities in County Road Rights of Way
h. Equipment Rental Agreement w/WA State Department of Transportation

Purchasing

i. Accepting Work Performed by V K Powell Construction, LLC for Courthouse Upgrades Project

Public Comment

None.

Public Hearing - Amending Six-Year Transportation Improvement Program

Matt Mahoney and Brian Malley presented the amendment to the 2022-2027 Six-Year Transportation Improvement Program. Since the adoption and previous amendment of the program, there was a call for projects for federal funding through the Congressional Directed Spending FY23.

The proposed amendment included the addition of two projects:

- Jacobs Road Community Connector Path
- Badger Corridor Mobility Study

These were planned projects at this time, and to be eligible for this funding, they needed to be included in the Transportation Improvement Program.

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

MOTION: Commissioner McKay moved to approve the amendment to the 2022-2027 Six Year transportation improvement program to include the Jacobs Roads Community Connector Path and the Badger Corridor Mobility Study. Chairman Small seconded and upon vote, the motion carried.

Public Safety Tax Request for Proposal Update

Matt Rasmussen updated the Board on the Public Safety Tax RFP process and said they received the following requests:

- Internal Department Requests – $1,650,780.36 – ($400,000 total available budget)
- External Requests - $3,407,233.00 – ($2.4 million total available budget with $700,000 maximum per request). Most were current contracts seeking renewal with one new request from United Way

He said the next step would be presentations to the Board and the committee would take the written and verbal presentations under review and make recommendations to the Board. They were looking at the dates of May 26 and 27 and would start in the morning and finish up in the afternoon. The Board agreed to move forward.

Other Business

Lifepoint – Recovery Center Update

Mr. Rasmussen said they were really down to one main issue (the long-term inpatient mental health care). He said Lifepoint wanted to limit them to a 3-day stay, which presented a challenge in operating the recovery center the way they wanted to. However, there were other advantages to using that facility that allowed Benton County to do other things in the building that were not currently available in this area, including housing, detox, and juvenile services. He said even with the restrictions (and they would look at how to deal with that 3-day restriction), there was still a lot of good in the recovery center, and he recommended moving forward with the purchase of the property.

Ryan Brown, via/WebEx, mentioned that Lifepoint was fine with the Juvenile inpatient mental health care, since Lifepoint did not have current services for juveniles, so they were not requesting a 72-hour limit. However, the attorney said they received another offer on the property and wanted to know if Benton County was willing to move forward with these terms.

The Board agreed with moving forward.

The Board briefly recessed, reconvening at 9:28 a.m.

Executive Session – Evaluate Qualifications of Candidate for Public Employment

The Board went into executive session at 9:28 a.m. for up to 20 minutes with Robert Blain and Karlee Ainsworth to evaluate the qualifications of a candidate for public employment. Also present were Jerrod MacPherson, Matt Rasmussen, and Cami McKenzie.

The Board came out at 9:44 a.m. No decisions were made in executive session.

Accounts Payable

Check Date: 04/29/2022

Warrants #: 231274-231407
Total all funds: $832,844.17

EFT's #: 2248-2270
Transfers #: 04292201-04292206
Total all funds: $2,072,440.35

Warrants #: 231408
Total all funds: $9,731.58

Resolutions

2022-299: Surplus & Disposition of Personal Property
2022-300: Changing Precinct Boundaries in Conjunction w/Redistricting
2022-301: Appt. of Cheryl Farabee to the Benton County Noxious Weed Control Board
2022-302: Contract w/Calvert Technical Services for As Needed Security System Maintenance & Repair
2022-303: Contract w/Kristi Hunziker for Assessment & Treatment Services to Time Adjudicated Sex Offenders
2022-304: Award of Bituminous Surface Treatment Area 6 & Edge Repair to American Rock Products
2022-305: Granting Franchise to Wholesail Networks for Telecommunications Network System & Facilities in County Road Rights of Way
2022-306: Equipment Rental Agreement w/WA State Department of Transportation
2022-307: Accepting Work Performed by V K Powell Construction, LLC for Courthouse Upgrades Project
2022-308: Amending the 2022-2027 Six Year Transportation Improvement Program to Include the Jacobs Road Community Connector Path and the Badger Corridor Mobility Study

There being no further business before the Board, the meeting adjourned at approximately 9:44 a.m.

_____ _____

Clerk of the Board Chairman

Resolution

Aging & Long Term Care

Southeast Washington ALTC Council of Governments

Older Americans Month May 2022

A PROCLAMATION

Whereas, Benton County includes a growing number of 46,774 older Americans who contribute their strength, wisdom, and experience to our community; and

Whereas, communities' benefit when people of all ages, abilities, and backgrounds are welcomed, included, and supported; and

Whereas, Benton County recognizes our need to create a community that provides the services and supports older Americans need to thrive and live independently for as long as possible; and

Whereas, Benton County can work to build an even better community for our older residents by:

- Planning programs that encourage independence.
- Ensuring activities are responsive to individual needs and preferences.
- Increasing access to services that support aging in place.

Now, therefore, ***the Board of County Commissioners of Benton County, Washington,*** do hereby proclaim May 2022 to be Older Americans Month. We urge every resident to recognize the contributions of our older citizens, help to create an inclusive society, and join efforts to support older Americans' choices about how they age in their communities.

Dated this _____ day of _____ 2022

_____
Shon Small, Chairman

_____
Will McKay, Chairman Pro Tem

_____
Jerome Delvin, Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	05/10/2022
Subject:	Contract Approval for Autopsy Services with Spokane County ME's Office
Presenter:	
Prepared By:	William Leach
Reviewed By:	William Leach

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

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

Summary / Background Information

The Benton County Coroner's Office uses contract forensic pathologists to perform autopsies. The current provider is no longer providing these services and the Spokane County Medical Examiner's Office will perform autopsies for Benton County as needed.

Fiscal Impact

No impact to the budget since this will use existing funds designated for autopsy services.

Recommendation

Pass resolution and sign contract

Suggested Motion

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY:

IN THE MATTER OF AN AGREEMENT BETWEEN THE BENTON COUNTY CORONER AND SPOKANE COUNTY MEDICAL EXAMINER'S OFFICE FOR FORENSIC PATHOLOGY SERVICES

WHEREAS, the Benton County Coroner's Office has utilized a contracted forensic pathologist for autopsy services when an autopsy is needed in Benton County; and

WHEREAS, the Benton County Coroner's Office has been using the Snohomish County Medical Examiner's Office for autopsy services. Because of staffing concerns at the Snohomish County Medical Examiner's Office, they will no longer be able to offer autopsy services for contract counties; and

WHEREAS, the Benton County Coroner has made arrangements with the Spokane County Medical Examiner's Office to perform autopsies on behalf of the Benton County Coroner, at rates of $1800.00 for a regular full autopsy, and $2200.00 for a full investigative homicide or other complex autopsy, and additional fees as listed on the fee schedule; and

WHEREAS, the Benton County Coroner knows the Spokane County Medical Examiner's Office is a professional and well-respected office in Washington State and the Benton County Coroner has used the services of the Spokane County Medical Examiner's office previously and wishes to continue using them, and thus recommends the Benton County Commissioners enter into an Interlocal Agreement for said services; **NOW THEREFORE,**

BE IT RESOLVED the Board of County Commissioners, Benton County, Washington hereby agrees to enter into an Interlocal Agreement with Spokane County Medical Examiner's Office for forensic pathology services for the Benton County Coroner's Office for a service fee of $1800.00 for a regular full autopsy, and a fee of $2200.00 for a full investigative homicide or other complex autopsy, and additional fees as listed on the fee schedule; and

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

BE IT FURTHER RESOLVED that this shall be effective May 1, 2022 through December 31, 2023.

Dated this _____ day of_____, 2022

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners
of Benton County, Washington

Copy: Coroner

By: William Leach

AGREEMENT FOR MEDICAL EXAMINER SERVICES

THIS AGREEMENT is entered into between Spokane County, a political subdivision of the State of Washington ("SPOKANE COUNTY") and William Leach, Benton County Coroner ("CORONER") (each individually "PARTY" and collectively "PARTIES").

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County has the care of county property and the management of county funds and business; and

WHEREAS, pursuant to the provisions of RCW 36.24.190, the Spokane County Medical Examiner performs the statutory duties of coroner in Spokane County; and

WHEREAS, William Leach is the Coroner for Benton County; and

WHEREAS, pursuant to the provisions of Chapter 39.34 RCW, any two or more public agencies may enter into agreements with one another for joint or cooperative action; and

WHEREAS, the PARTIES desire to enter into an agreement for the provision of medical examiner services.

NOW THEREFORE, for and in consideration of the mutual promises set forth hereinafter, the PARTIES do mutually agree as follows:

SECTION NO. 1: SCOPE OF SERVICES

SPOKANE COUNTY, through the Spokane County Medical Examiner's Office, shall provide to the CORONER services as described in Attachment A, attached hereto and incorporated herein by reference.

SPOKANE COUNTY shall not provide any medical examiner services for CORONER for

mass fatality events.

SPOKANE COUNTY may decline a request for services from CORONER for any lawful reason, including but not limited to SPOKANE COUNTY'S personnel or facility capacity, as determined by SPOKANE COUNTY in its sole discretion.

CORONER shall comply with the obligations, policies, and procedures set forth in Attachment A.

SECTION NO. 2: DURATION

This Agreement shall commence on the last signature date on the signature page and shall continue until December 31, 2023 unless terminated earlier as provided hereinafter.

SECTION NO. 3: PAYMENT

CORONER shall pay SPOKANE COUNTY the fees for services provided as set out in Attachment B and Attachment C, attached hereto and incorporated herein by reference.

SPOKANE COUNTY shall bill CORONER monthly for services provided. CORONER shall pay SPOKANE COUNTY within 21 days of receipt of the invoice for services provided.

SECTION NO. 4: TERMINATION

Either PARTY may terminate this Agreement for any reason upon thirty (30) calendar days written notification to the other PARTY. CORONER shall pay for all services provided to the date of termination.

SECTION NO. 5: RELATIONSHIP OF THE PARTIES

The PARTIES intend that an independent contractor relationship be created by this Agreement. No agent, employee, servant, or representative of any party shall be deemed to be an employee, agent, servant, or representative of the other party for any purpose. SPOKANE

COUNTY has the authority and discretion to control and direct the performance and details of its services provided pursuant to this Agreement.

SECTION NO. 6: WAIVER

No officer, employee, agent or otherwise of the SPOKANE COUNTY has the power, right or authority to waive any of the conditions or provisions to this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement or at law shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law. Failure of the SPOKANE COUNTY to enforce at any time any of the provisions of this Agreement or to require at any time performance by CORONER of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Agreement or any part hereof, or the right of the SPOKANE COUNTY to hereafter enforce each and every such provision.

SECTION NO. 7: VENUE STIPULATION

This Agreement has and shall be construed as having been made and delivered in the state of Washington and the laws of the state of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision hereto shall be instituted only in a court of competent jurisdiction within Spokane County, Washington.

SECTION NO. 8: COMPLIANCE WITH LAWS

SPOKANE COUNTY and CORONER specifically agree to observe all federal, state and local laws, ordinances and regulations that have any bearing upon this Agreement.

SECTION NO. 9: MODIFICATION

No modification or amendment of this Agreement shall be valid until the same is reduced to writing and executed with the same formalities as this present Agreement.

SECTION NO. 10: NOTICES

All notices shall be in writing and served on any of the PARTIES at their respective addresses set forth below by personal service; by certified mail, return-receipt requested; or by email with receipt confirmed.

SECTION NO. 11: PARTIES' REPRESENTATIVES

Veena Singh, MD, MPH
Spokane County Medical Examiner
102 S. Spokane Street
Spokane, WA 99202
vsingh@spokanecounty.org

William Leach, D-ABMDI
Benton County Coroner
7122 W. Okanogan Place, Suite C110
Kennewick WA 99336
william.leach@co.benton.wa.us

SECTION NO. 12: EXECUTION AND APPROVAL

The PARTIES warrant that the officers/individuals executing below have been duly authorized to act for and on behalf of the Party for purposes of confirming this Agreement.

SECTION NO. 13: THIRD PARTY BENEFICIARIES.

This Agreement is intended for the benefit of SPOKANE COUNTY and CORONER and not for the benefit of any third parties.

SECTION NO. 14: NON-DISCRIMINATION

Neither PARTY shall discriminate against any person, living or dead, based on race; religion; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

SECTION NO. 15: INDEMNIFICATION

SPOKANE COUNTY shall indemnify, defend and hold harmless the CORONER, its officers and employees from all claims, demands, or suits in law or equity arising from SPOKANE COUNTY's intentional or negligent acts or breach of its obligations under the Agreement. SPOKANE COUNTY's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the CORONER, its officers and employees.

The CORONER shall indemnify, defend and hold harmless SPOKANE COUNTY, its officers and employees from all claims, demands, or suits in law or equity arising from the CORONER's intentional or negligent acts or breach of its obligations under the Agreement. The CORONER's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the SPOKANE COUNTY, its officers and employees.

If the comparative negligence of the PARTIES and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the PARTIES in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion. Where an officer or employee of a party is acting under the direction and control of the other party, the party directing and controlling the officer or employee in the activity and/or

omission giving rise to liability shall accept all liability for the other party's officer or employee's negligence.

Each party's duty to indemnify shall survive the termination or expiration of the Agreement.

Each party waives, with respect to the other party only, its immunity under RCW Title 51, Industrial Insurance and only as necessary to make this indemnity provision enforceable with respect to claims relating to the death or injury of CORONER and/or SPOKANE COUNTY employees acting within the scope of this Agreement.

SECTION NO. 16: ALL WRITINGS CONTAINED HEREIN

This Agreement, including the attachments hereto, contains all the terms and conditions agreed upon by the PARTIES. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the PARTIES hereto. CORONER has read and understands all of this Agreement and now states that no representation, promise or agreement not expressed in this Agreement has been made to induce CORONER to execute the same.

SECTION NO. 17: SEVERABILITY

In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

SECTION NO. 18: NON-EXCLUSIVITY

This Agreement is non-exclusive. During the term of this Agreement, SPOKANE COUNTY reserves the right to enter into agreements with other parties as it deems fit. Nothing contained in this Agreement shall be construed to limit in any way SPOKANE COUNTY'S right to enter a like or similar agreement or grant a like or similar license to any other entity or party on such terms as SPOKANE COUNTY may in its sole discretion deem appropriate.

SECTION NO. 19: SUCCESSORS AND ASSIGNS

SPOKANE COUNTY and CORONER each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither PARTY shall assign, sublet, convey, or transfer its interest in this Agreement without the written consent of the other.

Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

SECTION NO. 20: HEADINGS

The article headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the articles to which they appertain.

SECTION NO. 21: TIME IS OF THE ESSENCE

Time is of the essence with respect to each and every provision of this Agreement.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed on the dates below.

William Leach
William Leach
Benton County Coroner

04/21/2022
Date

Veena Singh, MD, MPH
Spokane County Medical Examiner

Date

Chairman, Board of Commissioners
Benton County

Date

Adam Morasch
Adam Morasch
Risk Management, Benton County

04/21/2022
Date

Ryan Lukson
Ryan Lukson
Deputy Pros. Attorney Civil, Benton County

04/20/2022
Date

ATTACHMENT A

SPOKANE COUNTY MEDICAL EXAMINER'S OFFICE
Statement of Policy, Procedure and Practice

Policy Title: **PROCEDURES IN OUTSIDE COUNTY CASES**

Policy:

The Spokane County Medical Examiner's Office serves as a regional center for much of Eastern Washington and the Panhandle of Idaho. Frequently coroners and prosecutor/coroners in these jurisdictions arrange for autopsies. The Spokane County Medical Examiner's Office has no jurisdictional authority in any of these outside counties. However, the same high standards in performance of a forensic autopsy will be followed in outside county cases, as is expected in cases that come under the legal jurisdiction of the Spokane County Medical Examiner's Office.

Procedures and Practices:

INVESTIGATIONS, REQUEST FOR AUTOPSIES:

Investigations come under the authority of the county wherein the death occurred, and are not the responsibility of the Spokane County Medical Examiner's Office. When outside counties request autopsy examination, the Autopsy Authorization Worksheet must be fully completed in MDILog, including information about whether law enforcement or coroner's office personnel wishes to attend the examination and when the body will arrive at the Spokane County Medical Examiner Facility (entered in the "Special Instructions" or "Case Information" text box). Coordination for body transfer must be made prior to transport of the body to Spokane County. Medical Examiner staff are available after hours, weekends and holidays by phone for this coordination. The sooner the Spokane Medical Examiner's Office is notified, and body transportation arranged, the more efficiently the Spokane County Staff can meet the needs of referral counties. There may be times when staffing or workload precludes same-day or next-day examination; in these instances, this will be communicated to the requesting agency and arrangements will be made accordingly.

To facilitate body transfer, Funeral Home or transport service information must be entered on the Case Administration page of MDILog.

The Spokane County Medical Examiner's Office must be notified at the time of receipt of request for autopsy if law enforcement will attend the postmortem examination, with appropriate contact information also provided.

Referral county coroners and prosecutor/coroners are required to enter some decedent demographic information as well as a narrative in Spokane County Medical Examiner's computer database via the internet (MDILog system). This system allows referral

counties to track data relating to their own autopsies but is designed so that the coroners and prosecutor/coroners cannot access data for any other county, including Spokane county. MDILog assigns a unique individual case number for each new case entered. MDILog is used to generate forms and labels used for each autopsy. The case number is used for filing and archiving of case materials. The narrative entry in MDILog must include scene findings, the sequence of events preceding death, a list of the decedent's medical conditions if known, and other information as is appropriate to good documentation of a detailed scene investigation. An incomplete narrative description of the scene and circumstances of death hinders the autopsy examination. The Medical Examiner administrative staff is available to provide assistance if referral county coroners and prosecutor/coroners are unable to gain access to MDILog.

The autopsy cannot be performed until investigative and logistical information has been provided. While investigations are the responsibility of the local agencies, the Spokane County Medical Death Investigators can assist in providing follow-up research required as a part of autopsy, such as retrieval of necessary medical records. Surrounding coroners and coroner/prosecutors are reminded again that an autopsy performed in a "vacuum" without investigation information is not nearly as valuable as one performed with complete scene investigation information.

THE MEDICAL EXAMINER FACILITY / ENTRANCES

In past decades Medical Examiner autopsies were performed at Providence Holy Family Hospital. In June of 2020 the Spokane County Office of the Medical Examiner moved onto a newly constructed free-standing facility at **102 S. Spokane Street in the City of Spokane.** All Medical Examiner autopsies are performed at this facility (the Medical Examiner no longer does any pathologist examinations at the hospital).

The building and perimeter may be accessed by one of three separate secured entrances.

The general-public walk-in entrance is located on the east side of the building, facing Spokane Street (102 S. Spokane Street).

A law enforcement personnel walk-in entrance is located on the north side of the Building facing E. 1st Avenue. Dedicated police vehicle parking is located on E. 1st Avenue next to the Medical Examiner building, near Spokane Street.

Body transport vehicles are to enter through the facility's vehicle gate from S. Cowley Street (south of 1st Avenue) at the west end of the property and proceed to the south-side garage-door entrance of the Sally Port (attached to the west side of the building). The vehicles will exit through the north-side garage door of the Sally Port onto 1st Avenue.

Each of these three entrances is equipped with an audio/video intercom and call button, to be used to contact Medical Examiner staff and gain entrance to the facility.

TRANSPORT OF BODY TO AND RECEIPT IN THE MEDICAL EXAMINER'S FACILITY

Body bags are provided to all outside counties, along with evidence-seal tags, which are sequentially numbered. The bodies are to be packaged in the body bags, after an identification band is secured around an ankle or arm, ensuring all body parts are in one bag.

The identification band is to be marked with the decedent's name and MDILog-generated case number. Other identifying case information may be added as deemed appropriate by the outside agencies.

The bags are to be sealed with the numbered evidence-seal tags.

The decedent's name, evidence-seal tag number, and MDILog-generated case number are to be written on the outside of the body bag.

For cases where the decedent is initially unidentified, coroners are advised not to use identifiers such as John or Jane Doe. It is recommended that unidentified decedents be given a descriptive designation indicating gender if known, the date of death or discovery of the body, and location of where the body was found.

Suggested:

UDM= unidentified male UDF=unidentified female UDR=unidentified remains
+
Numerical date designation excluding year (the case number has the year)
+
Abbreviated location name or description

Example: UDM 09/30 Spokane River

Outside agencies may occasionally use other types of body bags, or other packaging techniques. These are also acceptable as long as the decedent is clearly identified via band or other means, and as long as the integrity of personal property is assured. The bodies received at the Spokane County Medical Examiner Facility cannot be examined if they are received without an identification band on the body itself (not just written on the body bag) or label. The only exception is if law enforcement or the coroner is present at autopsy and is willing to identify the body.

Medical Examiner Staff will routinely be available to receive a body transported from a referral county to the Medical Examiner's facility, 8 AM to 4 PM weekdays (Monday through Friday, except holidays).

The receiving of a body transported from a referral county to the Medical Examiners' facility at times outside of the usual weekday hours may be scheduled by calling the office (509) 477-2296. If the call is made after usual office hours, the call will automatically be forwarded to the cell phone of the on-duty medical investigator who will make an effort to arrange and coordinate a scheduled body delivery to/receipt at the Medical Examiner's facility.

RELEASE OF BODIES FROM THE MEDICAL EXAMINER'S FACILITY:

It is the responsibility of the outside county to provide the Spokane County Medical Examiner's Office with the name of the funeral home or body transport service to notify after completion of autopsy. When bodies are released, this is documented as in any Spokane jurisdiction death (described in separate policy).

Bodies ready for release will be made available for pick-up by the funeral home or body transport service between Noon and 4 PM weekdays (Monday through Friday, except holidays).

PERSONAL PROPERTY:

Once a body is received at the Spokane County Medical Examiner Facility, personal property becomes the temporary responsibility of the Spokane County Medical Examiner's Office. Clothing will be inventoried and placed in a labeled plastic bag with the decedent on the body cart at the conclusion of autopsy, for release to the funeral home (or submitted in evidence at the request of the police agency having jurisdiction). Other personal property (estimated to have monetary value) will be inventoried at the time of autopsy, and described in detail on the Personal Property Inventory Form.

If a law enforcement agency attends the autopsy and desires the personal property as evidence, it will be released to them with written chain-of-custody record. If this is not the case, the personal property will be securely stored at the Spokane County Medical Examiner Facility; or, in the case of an out-of-town funeral home or transport service, released along with the body directly to the funeral home representative or transport agent performing body transport for the referral county Coroner, with appropriate signatures.

Alternatively, if requested, personal property may be mailed at outside county expense to the coroner or prosecutor/coroner having jurisdiction. Arrangements may also be made to have personal property picked up in person by next-of-kin or mailed directly to next-of-kin if requested (this is also done at the expense of the referral county).

BODY STORAGE:

The Medical Examiner's Office is not a long-term body storage facility. Referral county decedents will be held at the facility, if there are portions of autopsy examinations which are not complete. An example of this would be if dental identification has not yet been

performed. Another example would be if anthropologic work-up is needed the body will be held until completion of this anthropology examination. Otherwise, because storage facilities are limited, efforts should be made to remove bodies in a timely fashion. It is the obligation of the outside agencies to contact the Medical Examiner's Office if release cannot occur within a few days after autopsy. The Spokane County Medical Examiner's Office will charge outside counties for any long-term body storage, except when held intentionally for further examination.

NEXT-OF-KIN:

In deaths occurring outside Spokane County, the Spokane Medical Examiner's Office assumes no responsibility for locating or identifying next-of-kin, or for making notification of death to next-of-kin.

Communication with next-of-kin: The coroner or prosecutor coroner is responsible for all general communication with family members. Important information about autopsy examination findings will be communicated to the coroner, but it is the coroner's judgement to provide any information to the family.

AUTOPSY REPORT/CONFIDENTIALITY:

The autopsy reports generated after examination of decedents from outside counties are confidential. Since the Spokane County Medical Examiner's Office has no jurisdiction, the office will not release any autopsy reports or information relating to examination to the general public, or to next-of-kin of the decedent.

When the Medical Examiner's Office receives requests for information about outside county cases, these requests will be referred to the coroner or coroner/prosecutor having jurisdiction. Only with the permission and at the request of the local coroner or coroner/prosecutor, the Medical Examiner's Office in Spokane County may fully cooperate and speak with families who desire information related to autopsy examination. However, Medical Examiner staff reserves the option to decline to speak.

Preliminaryautopsy findings will be entered into MDILog. Completed autopsy reports and toxicology reports are uploaded into MDILog.

MANNER OF DEATH:

An autopsy report prepared after completion of an autopsy for outside counties will include an opinion of cause of death. However, since the investigation is the primary responsibility of the outside coroner or county, the manner of death determination is made by the local coroner or coroner/prosecutor.

PAYMENT FOR OUTSIDE AUTOPSY EXAMINATION:

Any changes in fees charged to outside counties will be communicated to the counties in a timely fashion. These are set by Spokane County in conjunction with the Spokane County Medical Examiner Advisory Board and with the approval of the Spokane County Board of County Commissioners. This Advisory Board is made up of representatives from the Spokane County Board of County Commissioners, Prosecutors, Public Defenders, and the Spokane County Law Enforcement Community.

The outside county will be financially responsible for any additional testing or examination deemed necessary for the completion of the autopsy by the Forensic Pathologist (i.e. histology, clinical chemistry, neuropathology).

IDENTIFICATION:

When remains are transported to the Spokane County Medical Examiner's Office as "unidentified remains" the Forensic Pathologist will assist coroners in identification. Identification of all decedents is, however, the responsibility of the local coroner or coroner/prosecutor. The coroner must determine when there is a need for scientific verification of identification; otherwise, it will be assumed by the Forensic Pathologist that the identification tag on the body bears the correct name. When scientific methods are used for identification, it will be the coroner's decision whether identification has been adequately confirmed.

SPECIMEN RETENTION

The Spokane County Medical Examiner's staff will use the same high standards in performing autopsies for surrounding counties as required in Spokane County case work. Referral county autopsy cases are reviewed as part of the quality assurance procedures. That is, the procedures outlined under separate policies concerning performance of the autopsy and collection of forensic specimens applies equally to the referral county autopsies.

All surrounding counties who refer autopsies to the Spokane County Medical Examiner's Office agree to abide by the Spokane County Medical Examiner's specimen retention policy. This policy provides for scheduled discarding of specimens collected during performance of autopsy. The Spokane County Medical Examiner's Office will not hold specimens longer than described in the retention policy for any agency, coroner, or consultant. If a coroner or coroner/prosecutor has need of placing any specimen on any type of "hold" status, the Spokane County Medical Examiner's Office should be contacted immediately. Although Spokane County will not hold the specimens, it will arrange for transfer of autopsy specimens, samples, or evidence to the surrounding county using appropriate chain-of-evidence procedures. Any costs generated by the transfer of these specimens must be paid by the referral county.

ORGAN DONATION

The Spokane County Medical Examiner's Office has no jurisdiction over deaths in surrounding counties. Because of this, it is not within the authority of Spokane County to provide coroner/medical examiner release for any tissue, cornea, or solid organ donation procedure. If a surrounding coroner or prosecutor/coroner has released organs or tissues for donation, the Spokane County Medical Examiner's Office should be notified prior to autopsy. Recovery may be performed in the referral county, before the body is transported to Spokane, so that the coroner, prosecutor/coroner can fully coordinate all activities. If cornea donation or other donation procedure is performed at the Spokane County Medical Examiner Facility via the consent of a surrounding coroner or prosecutor, that county will be liable for any Spokane County costs related to the procedure. The coroner or prosecutor coroner is responsible, not only for releasing organs/tissues but also for providing information to organ/tissue procurement agencies, such as investigative information, demographic information, and next of kin information as allowed by law.

The Spokane County Medical Examiner's Office facility has a tissue recovery room designed and intended to be used for postmortem tissue harvesting procedures. Any organ or tissue procurement agency wanting to conduct postmortem tissue harvesting for donation in the Medical Examiner's facility, utilizing the tissue recovery room, must establish a formal written facility-use agreement with Spokane County and pay a facility-use fee to the County.

NO PARTIAL AUTOPSIES

The Spokane County Medical Examiner's Office will not perform external examinations (only) or incomplete or partial autopsies such as "head only" examinations for any surrounding coroner or medical examiner county under any circumstances.

LAW ENFORCEMENT PERSONNEL ATTENDING/OBSERVING AUTOPSIES

Members of law enforcement may observe an autopsy for cases of death occurring in their jurisdiction. Referral county Coroners should be in close communication with their local law enforcement regarding the scheduling of an autopsy, and if law enforcement indicates a desire to attend/observe the autopsy, that fact should be recorded on the autopsy request form sent by the Coroner to the Spokane County Medical Examiner's Office. The name of the officer or detective and contact information should be included on the autopsy request form.

It is imperative that the member of law attending/observing the autopsy have direct knowledge of the case or to have been fully briefed about the case prior to attending the autopsy. If a member of law enforcement wishes to observe an autopsy as a part of their training to be a detective, they should be accompanied by an experienced fellow officer or detective who has knowledge of the case to be observed.

Members of law enforcement will be allowed to observe an autopsy from one of two observation rooms in the Medical Examiner's facility which have a glass window into an

autopsy room through which the autopsy can be observed, protected from biohazard exposure. Both observation rooms are equipped with an intercom system, connected with the autopsy room being observed. Witnesses "sign in" upon arrival to the facility..

In general, when a case warrants collection of items of evidence, Medical Examiner staff will collect the evidence from the body during the autopsy, and transfer the collected items to law enforcement after the autopsy, with written chain-of-custody record made. In rare instances, when a particular autopsy case presents an unusual evidence collection situation, the member of law enforcement observing the autopsy may be allowed into the autopsy room to assist with evidence collection, after donning all appropriate personal protective equipment (PPE).

After the autopsy is completed, the pathologist who conducted the autopsy can be available to discuss the findings with law enforcement, either via the intercom, or in-person in the observation room.

For cases where items of evidence were collected at autopsy for transfer to law enforcement, the detective or officer attending the autopsy will be allowed to drive his or her vehicle into the Medical Examiner's Facility's Sally Port, where the collected items of evidence can be transferred from a member of the Medical Examiner staff in a secure area, and loaded into the vehicle protected from the weather.

MASS FATALITY

The Spokane County Medical Examiner's Office has no authority or jurisdictional responsibility in any mass fatality incident except in Spokane County. For purposes of this policy, mass fatality is defined as greater than 5 deaths from a single scene or event.

ENACTMENT OF NEW POLICIES FOR SURROUNDING COUNTIES

When any Spokane County policies regarding procedures in outside county cases are changed, a copy of the new policy will be sent to all referral counties in a timely fashion.

REFERENCES:

Spokane County Medical Examiner's Advisory Board Resolution

Veena Singh, M.D. — Date 4/14/2022
Chief Medical Examiner

Jennifer Nara, D. O. — Date 4/14/22
Deputy Medical Examiner

Makinzie Mott, M.D. — Date 4/14/22
Deputy Medical Examiner

Implemented: Nov 2008 **Revised:** April 2010, June 2012; Sept 2013; August 2015; March 2017; December 2017; August 2017; October 2020; January 2022, April 2022

Computer File Name: Procedures in outside county cases

4 OK BOCC

NO. 98 0633

BEFORE THE BOARD OF COUNTY COMMISSIONERS

OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF ESTABLISHING A SPOKANE)
COUNTY MEDICAL EXAMINER ADVISORY COUNCIL) **RESOLUTION**
AND OTHER MATTERS RELATED THERETO)

WHEREAS, pursuant to the provisions of RCW Section 36.32.120(6), the Board of County Commissioners of Spokane County has the care of County property and the management of County funds and business; and

WHEREAS, pursuant to the provision of RCW 36.24.190, in a county with a population of 250,000 or more, the board of county commissioners may, upon a majority vote at an election called by the county legislative authority, adopt a system under which a medical examiner may be appointed to replace the office of the coroner; and

WHEREAS, pursuant to the above-cited statutory provisions, the Board of County Commissioners of Spokane County submitted to the electorate, on Tuesday, November 4, 1997, a ballot proposition concerning the establishment of the position of a Medical Examiner to replace the Office of the County Coroner, effective as of January 1, 1999; and

WHEREAS, the electorate, by a vote of 82.2% yes and 17.8% no, approved the Board of County Commissioners' Resolution establishing Medical Examiner System to replace the Office of the County Coroner, effective as of January 1, 1999; and

WHEREAS, pursuant to the provisions of RCW 36.24.190, the Board of County Commissioners desires to establish a Spokane County Medical Examiner Council to provide certain advice and recommendations to the County Medical Examiner and/or the Board of County Commissioners and/or Spokane County Office of Medical Examiner on matters related to the duties and responsibilities of the Medical Examiner and the Spokane County Office of Medical Examiner.

98 0633

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County, pursuant to the provisions of RCW Section 36.24.190, that the Board does hereby establish the Spokane County Medical Examiner Advisory Council, having certain responsibilities, all more particularly described in Attachment "A," attached hereto and incorporated herein by reference.

PASSED AND ADOPTED this 4th day of August, 1998.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

PHILLIP D. HARRIS, Chair

M. KATE McCASLIN, Vice-Chair

JOHN ROSKELLEY

ATTEST:
WILLIAM E. DONAHUE,
Clerk of the Board

By: Daniela Erickson
DANIELA ERICKSON, Deputy Clerk

(res\mdexcnsl.jpe)

98 0633

ATTACHMENT "A"

Section No. 1: Creation/Composition

There is created a Spokane County Medical Examiner Advisory Council to consist of eleven (11) voting members to be known as the Spokane County Medical Advisory Examiner Council, hereinafter referred to as the "Council." The eleven-member Board shall have the following composition:

(1) One representative from the Spokane Regional Health District,
(2) One representative from the Spokane County Medical Society,
(3) One representative from the Holy Family Hospital,
(4) One representative from the Spokane City Police Department,
(5) One representative from the Spokane County Sheriff's Office,
(6) One representative from the Washington State Patrol,
(7) One representative from the Spokane County Prosecuting Attorney's Office,
(8) One representative from the Spokane County Public Defender's Office,
(9) One representative from the Office of the Board of County Commissioners County,
(10) One representative from the Spokane County Medical Examiner's Office to be its Administrator, and
(11) The Spokane County Medical Examiner.

Section No. 2: Appointment

The members of the Council shall be appointed by their respective bodies as set forth in Section No. 1.

Section No. 3: Term

The terms of the members of the Council shall run in perpetuity as long as such individual retains the prerequisite for the position which they are filling or until their body designates a new representative.

Section No. 4: Vacancies

Vacancies occurring for any reason whatsoever shall be filled in the same manner in which the underlying members' position was filled.

Section No. 5: Removal

Any appointed member to the Council may be removed by that entity who designates the Council member for any reason whatsoever.

Section No. 6: Officers

The Council shall every year elect a chairperson and vice-chair person from among its membership. The chairperson shall preside over all meetings and in his/her absence the vice-chairperson shall preside. The Chair will update and/or present matters to the Board of County Commissioners.

Section No. 7: Meetings - Rules and Regulations

The Council shall minimally hold quarterly meetings each year. More frequent meeting may be called if necessary. The Council may adopt rules and regulations governing the transaction of business and shall also keep a public record of all actions. The Council will report/update the Board of County Commissioners at least two times a year or more frequently as may be necessary on items related to their powers and duties as enumerated hereinafter.

Section No. 8: Compensation - Expenses

Members of the Council shall serve without compensation an/or per diem of any kind or nature whatsoever, including compensation for travel to and from the usual places of business to the place of a regular or special meeting of the Council.

Section No. 9: Powers and Duties of Council

The Council shall have the following duties/responsibilities:

(1) To review and make recommendations to the Spokane County Medical Examiner's Office and/or Medical Examiner on their respective policies and procedures;
(2) To report to the Board of County Commissioners on the performance of the Medical Examiner's Office and/or Medical Examiner, as may be requested;
(3) To make recommendations to the Board of County Commissioners on the needs of the Medical Examiner's Office and/or Medical Examiner;
(4) To review the preliminary yearly budget of the Medical Examiner's Office and make recommendations thereon;
(5) To establish such subcommittees as it shall deem necessary to assist the Council in meeting its duties set forth in this Section,

(6) To make recommendations to the Board of County Commissioners on visioning and planning as it concerns the Medical Examiner's Office, and
(7) To report and make recommendations to the Board of County Commissioners, Medical Examiner's Office and/or Medical Examiner on any matter referred to it.

The Medical Examiner, Spokane County Medical Examiner's Office and/or Board of County Commissioners shall not be bound by any recommendation(s) of the Council.

(res/med.1)

ATTACHMENT B

ATTACHMENT B

FEE SCHEDULE FOR AUTOPSY & FORENSIC PATHOLOGY SERVICES

Service: SCMEO	Price
Basic autopsy: Includes Lodox imaging, coordination with investigations and administrative services, pathologist and autopsy assistant time, collection and submission of toxicology and histology specimens, basic photography, review of records, microscopic examination by pathologist, pathologist opinion on cause of death (and, where applicable, manner of death), final autopsy report	$ 1800.00
Basic evidence collection/preparation: Includes standard evidence collection in homicides and suspicious deaths, including additional photos and directed x-rays as needed; collection of trace evidence, biological evidence, and evidentiary material from body (ligatures, bullets, etc); packaging the evidence for release to jurisdictional law enforcement agency	$200.00
Complex autopsy: For cases requiring substantial additional time to document extensive injuries, retrieve bullets or other evidentiary items, or perform investigation and/or procedures necessary to identify an unidentified decedent	$ 2200.00
SUID additional services: Includes additional testing and services provided for sudden unexplained infant deaths (<3 years old), such as standard metabolic screening tests, viral cultures, specialized procedures as indicated, additional histology and stains, directed x-rays, and extended review of medical and investigative records. **Please Note:** the SCMEO requires that the jurisdictional agency complete the SUID investigation form and forward the form to the SCMEO, preferably with doll re-enactment of scene	$250.00
Decedent Storage fees: Storage fees are assessed after completion of case. If remains are retrieved within five (5) days the fees are waived	$5.00 Per day
Additional radiology: For additional studies beyond those normally done during basic autopsy and/or basic evidence collection, including detailed imaging of injuries, repeated x-rays for localization of bullets, and dental imaging for identification. Charged per image. Does not include interpretation	$75.00 per study
Cranial autopsy: For documentation of head injury or brain disease only; may be coupled with neuropathology consultation	$1000
Brain removal: For cases in which the decedent is enrolled in a research study; includes removal of brain, preparation of specimens as per study protocol, and shipment of brain to research institution. Does not include pathologist examination of the brain	$850.00
Pathologist case review and sign out: For cases in which the pathologist who performed the autopsy is not available to issue the final autopsy report. Includes review of records, gross findings, microscopic slides, and ancillary test results	$ 140.00/hour
Specialty consults: For cases requiring anthropology, cardiac pathology, neuropathology, or forensic dental consultation	Actual cost charged by consultant
Other:	

ATTACHMENT C

Legal Consultation Fees

Fee Type	Fee Amount
Review of Records, Reports, and Related Literature	$500.00 / hour
Phone and/or Office Consultation	$500.00 / hour
Court Testimony	$600.00 / hour
Court Standby	$600.00 / hour
Travel Time	$300.00 / hour
Deposition	$600.00 / hour
Court Affidavit	$100.00 / hour

Miscellaneous Fees

Fee Type	Fee Amount	Comments
Autopsy Report	$20.00	Requesting party must be immediate family or surviving next of kin.
Case File Documents	$20.00	Requesting party must pay $20.00 fee per document. Requesting party must be immediate family or surviving next of kin.
Biological Specimen	$100.00	Requesting party is responsible for 100% of shipping costs.
Re-Cuts of Slides	$50.00 plus the cost of re-cuts of each slide/case	Requesting party is responsible for 100% of shipping costs.
CD Copy of Photos	$50.00 / CD	Requesting party is responsible for 100% of shipping costs.
Copy of Entire File	$100.00	This fee includes paper copy only; if the request is made for a CD of photos, an additional $50.00 fee will be charged.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	April 26, 2022
Subject:	Third Amendment to Agreement Between Benton County and nCourt LLC
Presenter:	Ela Selga
Prepared By:	Ela Selga
Reviewed By:	

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

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

Summary / Background Information

The Benton County Board of Commissioners approved the contract between the Benton County District Court and nCourt LLC (Res 2016-175). In this contract, nCourt provided the software/platform that enables the public to pay court financial obligation through the telephone or online using their credit/debit cards. This contract was extended with Resolution 2020-1004.

The District Court seeks Board approval to the 3rd contract amendment that will provide automated receipting process in the court's case management system and to provide outbound text notification. These service enhancements are being provided for free by nCourt LLC.

Fiscal Impact;

No fiscal impact.

Recommendation

We recommend that the Board of County Commissioners approve and sign the Third Amendment to Agreement Between Benton County and nCourt LLC

Suggested Motion

Motion to approve as part of consent agenda.

Ela Selga

From: Eric Andrews
Sent: Friday, April 8, 2022 10:05 AM
To: Ela Selga
Subject: RE: nCourt contract

I approve as to form.

R/

Eric T. Andrews
Deputy Pros. Attorney, Civil
Benton Co. Pros. Attorney's Office
Phone: (509) 735-3591
Fax: (509) 222-3705

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From: Ryan Lukson <Ryan.Lukson@co.benton.wa.us>
Sent: Monday, March 21, 2022 3:07 PM
To: Ela Selga <Rafaela.Selga@co.benton.wa.us>; Eric Andrews <Eric.Andrews@co.benton.wa.us>
Subject: FW: nCourt contract

Thanks Ela. I'm looping in Eric Andrews. Eric can you help review this for Ela?

Ryan J. Lukson
Assistant Chief Deputy Prosecutor, Civil
Benton Co. Pros. Attorney's Office
Office: (509) 735-3591
Cell: (206) 915-6386
Fax: (509) 222-3705

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From: Ela Selga <Rafaela.Selga@co.benton.wa.us>
Sent: Monday, March 21, 2022 1:37 PM
To: Ryan Lukson <Ryan.Lukson@co.benton.wa.us>
Subject: nCourt contract

Hi Ryan,,

Do you mind reviewing this amendment to our contract with nCourt? We are asking them to provide free texting services and also automating the receipting process.

I attached previously approved resolutions. Thank you.

Regards,
Ela Selga
Court Administrator
Benton County District Court
7122 W. Okanogan Place, Ste A110
Kennewick, WA 99336
Telephone: (509) 735-8476
Fax: (509) 736-3069

From: Judy Docken <Judy.Docken@co.benton.wa.us>
Sent: Friday, March 18, 2022 11:24 AM
To: Ela Selga <Rafaela.Selga@co.benton.wa.us>
Subject: FW: [EXTERNAL] nCourt contract

nCourt contract for your review

Judy Docken
Judicial Assistant

From: Freddy Aston <faston@ncourt.com>
Sent: Friday, March 18, 2022 9:40 AM
To: Judy Docken <Judy.Docken@co.benton.wa.us>
Subject: [EXTERNAL] nCourt contract

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 Judy,

Here is the correct contract 😊 Have a great weekend!

Best,

Freddy Aston | *Client Success Manager*
O: 678.509.7187 C: 425.750.7168
faston@ncourt.com
faston@governmentbrands.com
Linkedin

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF A THIRD AMENDMENT TO AGREEMENT BETWEEN THE BENTON COUNTY AND NCOURT LLC.

WHEREAS, Resolution 2016-175, the Benton County Board of Commissioners approved the contract between the Benton County District Court and nCourt LLC for providing online/web-based payment option for collection of legal financial obligations; and

WHEREAS, Resolution 2019-711 approved the First Amendment to the contract to reduce the user fees from 7% to 5 % for web payments and enabled debit/credit card payment option at the District Court front counters; and

WHEREAS, Resolution 20202-1004 approved the extension of the term of the contract to December 31, 2022; and

WHEREAS, this Third Amendment automates the receipting of payments in the court's case management system and provides out- going text messages regarding court hearing and account notifications; and

WHEREAS, the District Court Administrator, Rafaela Selga believes it is in the best interest of the District Court to automate the receipting process and send out- going text messages regarding court hearing and account notifications; and

NOW THEREFORE, BE IT RESOLVED that the Board of Benton County Commissioners hereby authorizes the Chairman of the Board to sign the attached Third Amendment to Agreement Between Benton County and nCourt LLC; and

BE IT FURTHER RESOLVED, there is no additional cost to the County in providing the automated receipting and out-going text messaging services; and

BE IT FURTHER RESOLVED, the amendment commences upon signature and terminates on December 31st, 2022.

DATED this _____ day of _____, 2022.

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Member

Attest: _____
Clerk of the Board

Constituting the Board of County Commissioners
Of Benton County, WA

RSelga

AMENDMENT No. 3 to the
January 1st, 2016 AGREEMENT between
nCourt, LLC and Benton County District Court

This Amendment No. 3 ("***Amendment***") to the agreement ("***Agreement***") by and between nCourt, LLC ("***Contractor***") and Benton County District Court ("***Court***") is made and entered into this __ day of _____, 20__.

All capitalized terms not defined in this Amendment have the meanings given to them in the Agreement. The Schedules and/or Exhibits to this Amendment are attached or incorporated by reference.

The parties agree to add the following enhancements to the Agreement as follows:

1. Contractor will create and maintain an integration with Court's Case Management System, JIS. System integration Statement of Work is in Schedule A, attached hereto.
2. Contractor will add Outbound text notifications at no cost to Court.

Except as expressly modified herein, all terms and conditions of the original Agreement and subsequent Amendments or Addendums shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives as of the date first above written.

Benton County District Court:

Signed: _____
Name: _____
Title: _____
Date: _____
Street Address: _____
City/State/Zip: _____

nCourt, LLC:

Signed: _____
Name: _____
Title: _____
Date: _____
Street Address: _____
City/State/Zip: _____

Approved as to Form:_____
DPA Eric Andrews

SCHEDULE A : INTEGRATION SOW

1. Court will make JIS ("***Software Vendor***") aware of the requirement to integrate with the Contractor E-Payment system and of the anticipated Go-Live date contemplated herein. Court will compel Software Vendor to assist in setting up direct data interface, including providing all file descriptions or API and/or FTP documentation.

2. If Contractor is delivering a web service or API service, Contractor will need access and resources from the Court to ensure both systems from each company can interface and exchange data appropriately. Failure to grant Contractor access or a Court resource to help support this step of the implementation process will result in delays to the Court's Go-Live date.

3. **Contractor Responsibilities**

   3.1. All payment transactions will update the Court's JIS system on a predetermined cadence if write-back capabilities are available.

   3.2. If there are designated payments which are ineligible for online payment, Court will be able to omit those records from being paid through Contractor via their JIS system.

   3.3. Dependent on information from Software Vendor, data may be searched by the following fields, or similar identifying characteristic of the Customer.
      3.3.1. First Name
      3.3.2. Last Name
      3.3.3. Driver's License Number
      3.3.4. Ticket Number
      3.3.5. Citation Number
      3.3.6. Case Number

4. **Court Responsibilities**

   4.1. Court will supply Contractor with Software Vendor contact information

   4.2. Court will actively participate in accomplishing the Go-Live of the Program in the specified timeframe outlined herein.

   4.3. Court will provide the file format specification currently used to post its payments to the JIS system. Court will fully cooperate with Contractor and provide the information required to integrate with the Court's system.

   4.4. Court to provide multiple copies of bills and/or receipts to Contractor, if in project scope.

   4.5. Court is responsible for determining and notifying Contractor if (i) defendant shall be allowed the option(s) to select Traffic School or proof of corrections, or (ii) a partial or full payment by the defendant shall be allowed. This notification must take place prior to completion of the Design Document and the beta version of the Court site, and no later than thirty (30) days after the Effective Date.

   4.6. Court acknowledges that Counter is embedded in Court's JIS system and all transactions will stay within Court's JIS system.

   4.7. Court will compel Software Vendor to supply Contractor with a CSV file containing the following information. Contractor shall confirm file receipt.
      4.7.1. Citation Number (Required)
      4.7.2. Case Number (Required)
      4.7.3. Amount Due (Required)
      4.7.4. Payability / Must Appear Flag (Required)
      4.7.5. Defendant's Name (Required)
      4.7.6. Date of Birth (Required if IVR in scope)
      4.7.7. Address
      4.7.8. Offense
      4.7.9. Violation Date
      4.7.10. Court Date

   4.8. Court shall supply Contractor with the following:
      4.8.1. Payment information
      4.8.2. W9 with Employer Identification Number (EIN)
      4.8.3. Financial Disbursement Agreement (FDA) for each judge in scope
      4.8.4. Any applicable test case scenarios
      4.8.5. Applicable collections logic
      4.8.6. Applicable custom verbiage to be included by record type

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 10th, 2022
Subject:	#PSA-2022-DORSETT
Presenter:	
Prepared By:	Anthony Contreras, DHS Program Specialist
Reviewed By:	Kyle Sullivan, DHS Manager

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

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

Summary / Background Information

Benton County Department of Human Services would like to enter into Professional Service Contract #PSA-2022-DORSETT with Jennifer Dorsett to provide opportunities to youth and adult groups in Benton and Franklin Counties to increase bonding and leadership development while building trust and communication skills.

Fiscal Impact

Amount: $60,000.00

Fund: Funding for the services described in this Professional Service Contract is provided by the Liquor Excise Tax dollars. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

Recommendation

- Sign the Resolution to accept the proposed Professional Service Contract
- Approve the proposed Professional Service Contract by signing all the copies where indicated

Suggested Motion

Consent Agenda

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTION OF PROFESSIONAL SERVICE CONTRACT #PSA-2022-DORSETT BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND JENNIFER DORSETT

WHEREAS, this Professional Service Contract with Jennifer Dorsett, will provide opportunities to youth and adult groups in Benton and Franklin Counties to increase bonding and leadership development while building trust and communication skills; NOW THEREFORE,

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the Professional Service Contract #PSA-2022-DORSETT between Benton County Department of Human Services and Jennifer Dorsett; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be and hereby is, authorized to sign, on behalf of Benton County, Professional Service Contract #PSA-2022-DORSETT; and

BE IT FURTHER RESOLVED, the maximum consideration amount is not to exceed sixty thousand dollars and no cents ($60,000.00); and

BE IT FURTHER RESOLVED, that the Professional Service Contract shall be effective March 1, 2022 through December 31, 2022.

Dated this . . . .day of . . . . . , 2022

_____
Chairman

_____
Member

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

Attest: _____
Clerk of the Board

cc: Human Services, Benton County Commissioners Anthony Contreras

BENTON COUNTY
PERSONAL SERVICES CONTRACT
PSA-22-DORSETT

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 **JENNIFER DORSETT**, an individual under the laws of the State of Washington with its principal offices at 7609 Pheasant Lane, Pasco, WA 99301 (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
Exhibit B - Budget.

2. DURATION OF CONTRACT

The term of this Contract shall begin on March 1, 2022 and shall expire on 12/31/2022. 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 opportunities to youth and adult groups in Benton and Franklin County to increase bonding and leadership development while building trust and communication skills. 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:	Jennifer Dorsett
Address:	7609 Pheasant Lane Pasco, WA 99301
Phone:	509.851.1348
Email:	Jennifer.dorsett.sac@gmail.com

b. For COUNTY:

Name:	Kyle Sullivan
Address:	7102 W. Okanogan Pl., Ste. 201 Kennewick, WA 99336
Phone:	509-737-3909
Email:	kyle.sullivan@co.benton.wa.us

5. COMPENSATION

a. For the services performed under this Contract, the CONTRACTOR shall be paid

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed Sixty Thousand dollars ($60,000) from the 2% excise and profit liquor tax, including 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. DEBARMENT

The CONTRACTOR certifies by signing these General Terms and

Conditions that to the best of its knowledge and belief that they:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily exclude from covered transactions by any Federal department or agency.

b. Have not within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and

d. Have not within a three-year period preceding the signing of this Agreement had one or more public transactions (Federal, State, or local) terminated for cause of default.

12. 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.

13. 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.

14. COMPLIANCE WITH LAWS

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

15. 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.

16. 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.

17. OWNERSHIP OF MATERIALS/WORKS PRODUCED

a. All reports, drawings, plans, specifications, forms of electronic media, data, and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the 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.

18. 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.

19. 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.

20. 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.

21. CHOICE OF LAW, JURISDICTION, AND VENUE

a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

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

22. 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.

23. SEVERABILITY

a. If a court of competent jurisdiction holds any part, term, or provision of this Contract to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

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

24. ENTIRE AGREEMENT

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

excluded.

25. NOTICES

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

26. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to: indemnification provisions (Sections 7 and 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).

27. 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.

28. 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: _____

FOR: BENTON COUNTY

_____
Chairman

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

Approved as to Form

_____
Civil Deputy Prosecuting Attorney

Dated: _____

FOR: JENNIFER DORSETT

Dorsett
Signature

owner.
Title:

Jennifer Dorsett
Print Name

Approved as to Content

_____
Human Services Manager

Scope of Work for Ropes Course via Dorsett Consulting

Purpose: Open the Columbia Park Ropes Course up to Benton and Franklin County youth and adult groups to increase bonding and leadership development while building trust and commination skills. By utilizing the ropes course and it's facilitators we will be increasing skills and protective factors for youth which decreases the likelihood of substance use and mental health issues. Increasing skills needed to cope, deal with peer pressure as well as increase confidence to intervene. Increase protective factors including communication skills, bonding to peers, family and mentors and increasing personal boundaries.

Objectives:

1. Increase number of local facilitators that work with high priority populations and youth to include but not limited to law enforcement, MH/SUD providers, youth leaders and mentors.
2. Increase communication, trust, bonding and leadership skills within Benton and Franklin Counties youth and adult groups to include high priority populations, school staff and students, youth coalitions/groups, juvenile justice families, community group leadership teams and more.

Strategies:

1. Provide training for facilitators and opportunities to facilitate.
2. Provide free or discounted sessions for Benton and Franklin Counties.

Outcomes:

1. Process: number of facilitators trained
2. Process: number of attendees each session
3. Process: number of sessions provided

Budget

Estimated cost for training, insurance, staff supplies: Not to exceed $20,000.00

Up to 20 sessions @ $2,000.00 per session: Not to exceed $40,000.00

Total request for 2021= **$60,000.00**

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 10, 2022
Subject:	Approving the Purchase of RoadEng Starter Bundle with Softree Optimal from Softree Technical Systems Inc.
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	Procurement Dept

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

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

Summary / Background Information

Public Works Operations Manager, Matt Mahoney has requested to purchase RoadEng, an interactive civil engineering design software for road, rail, and pipeline projects. RoadEng is not as complicated as other engineering design software applications such as AutoCAD Civil 3D which is needed for a small number of county road projects. Only one out of eight current public works employees have the proficiency to use AutoCAD Civil 3D. With most public works' staff performing many jobs and roles, Mr. Mahoney believes RoadEng will provide a powerful yet easier software environment for staff to create and complete county road designs.

IT has received a quote and sole source letter to purchase RoadEng for Public Works staff. Per Resolution 2021-233, Procurement, Leasing, and Contracting Policy requires all purchases over $10,000 be approved by the Board.

Fiscal Impact

Amount: **$12,110 excluding WSST**

Fund: **Approved 2021-2022 Public Works funds.**
Annual payments after this initial purchase will be $1,485 which may be increased at a rate of 5% every year.

Recommendation

Information Technology recommends that the Board approve the purchase of RoadEng Starter Bundle with Softree Optimal from Softree Technical Systems Inc.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE OF ROADENG STARTER BUNDLE WITH SOFTREE OPTIMAL FROM SOFTREE TECHNICAL SYSTEMS INC. FOR THE PUBLIC WORKS OFFICE.

WHEREAS, Public Works Operations Manager, Matt Mahoney has requested to purchase RoadEng, an interactive civil engineering software for road, rail, and pipeline projects; and

WHEREAS, Information Technology (IT) received a quote and sole source letter from Softree Technical Systems Inc.; and

WHEREAS, per Resolution 2021-233, Benton County Procurement, Leasing, and Contracting Policy requires all purchases over $10,000 be approved by the Board of Benton County Commissioners; and

WHEREAS, IT recommends purchasing RoadEng Starter Bundle with Softree Optimal from Softree Technical Systems Inc.; and

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

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with IT's recommendation and approves the purchase of RoadEng Starter Bundle with Softree Optimal from Softree Technical Systems Inc. for the Public Works Office in an amount not to exceed $12,110 excluding Washington State Sales Tax using approved 2021-2022 Public Works funds.

Dated this 10 day of May , 2022

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

Orig: Information Technology
cc: Auditor, Public Works

Prepared by: R. Heard

Softree Technical Systems Inc.

March 9, 2022

To Whom it May Concern:

Re: Sole Provider of RoadEng and Softree Optimal Software

Please accept this letter as confirmation that Softree Technical Systems Inc., in North Vancouver, BC, is the developer and sole North American provider for the following products:

- RoadEng Civil Engineer
- Softree Optimal

In order to maintain our high levels of customer support and service, no other vendor or distributor sells these products; they must be ordered directly from Softree Technical Systems Inc.

If you have any questions regarding this sole source letter, please contact me at the contact listed below.

Your Sincerely,

Wendy Hellofs
Office Manager, Softree Technical Systems
Toll Free: 1-866-519-6222 ext. 101 (within North America)
1-604-519-6222 ext. 101
wendy@softree.com

QUOTE

215 – 1000 Roosevelt Crescent
North Vancouver, BC
V7P 3R4, Canada
Phone: 1-866-519-6222
Fax: 1-604-982-2554

Date April 12, 2022
Quotation # EW44641-BC
Customer ID Benton County
Currency USD $

Quotation valid until: May 12, 2022
Account Manager: Erin Wasney

Attn: Robert Heard
Benton County
P.O. Box 1001
620 Market St
Prosser WA 99350-0954 USA

Description	Unit Price	Quantity	Discount	AMOUNT
RoadEng Starter Bundle - Additional License RoadEng, Softree Optimal Add-on	$ 3,375.00	3		**$ 10,125.00**
RoadEng Annual support †	$ 495.00	3		**$ 1,485.00**
Network Security - Server-side Executable	$ 500.00	1		**$ 500.00**
Getting Started Training Session	$ 0.00	1		**$ 0.00**
			SUB-TOTAL USD $	**$ 12,110.00**
			Applicable Taxes:	$ -
			TOTAL USD $	**$ 12,110.00**

† All software includes 3 months of technical support. Optional, yearly support subscription begins at the completion of the 3 included months. Support subscriptions include unlimited software support and access all major and minor software updates.

Softree products are sold and licensed at individual office/geographic locations.
Authorized Location(s): Benton County

If you have any questions concerning this quotation, contact:
Erin Wasney, 1-866-519-6222 ext 104, erin@softree.com

THANK YOU FOR YOUR BUSINESS!

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 04/26/22 BC 05/10/22
Subject:	Personal Services Contract with Amy Campbell for Functional Family Therapy Services
Presenter:	N/A
Prepared By:	Rosa Garcia
Reviewed By:	David Wheeler

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

Summary / Background Information

Amy Campbell wishes to contract with the Benton-Franklin Counties Juvenile Justice Center to provide Functional Family Therapy to youth referred by the Counties.

The attached Personal Services Contract commences on July 1, 2022 and expires on June 30, 2024.

Fiscal Impact

These are state funds whereby we are reimbursed for services which are incorporated in the Juvenile Court's budget. Amount not to exceed $200,000.00 to be paid out of Current Expense Dept. 174. No supplement required.

Recommendation

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign the Personal Services Contract between Amy Campbell and the Benton-Franklin Counties Juvenile Justice Center for Functional Family Therapy services.

Suggested Motion

Approve as part of consent agenda.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF AWARDING AMY CAMPBELL A PERSONAL SERVICES CONTRACT FOR THE DELIVERY OF FUNCTIONAL FAMILY THERAPY

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

WHEREAS, Benton and Franklin Counties had a contract with Amy Campbell from July 1, 2020 through June 30, 2022 via Benton County Resolution numbered 2020 323 and Franklin County Resolution numbered 2020 103; and

WHEREAS, the Interim Juvenile Administrator recommends entering into a new Personal Services Contract with Amy Campbell; **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 Interim Juvenile Administrator's recommendation and hereby awards the Personal Services Contract to Amy Campbell in an amount not to exceed $200,000.00; and

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

BE IT FURTHER RESOLVED, the term of the attached contract commences July 1, 2022 and expires on June 30, 2024.

DATED this _____ day of _____ 2022

BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chair of the Board

_____
Chair Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

_____
Clerk of the Board

DATED this _____ day of _____ 2022

FRANKLIN COUNTY BOARD OF COMMISSIONERS

_____
Chair of the Board

_____
Chair Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

_____
Clerk of the Board

BENTON-FRANKLIN COUNTIES
PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between Benton County, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place, Suite 106, Kennewick, WA 99336 (hereinafter "COUNTIES"), and **Amy Campbell-LLC**, a corporation organized under the laws of the State of Washington with its principal offices at 6517 West Octave Street, Pasco, WA 99301 (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 - Washington State Functional Family Therapy Project Quality Assurance and Improvement System

2. DURATION OF CONTRACT

The term of this Contract shall begin on **July 1, 2022** and shall expire on **June 30, 2024**. 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 will provide Functional Family Therapy (FFT) to youth referred by the Counties in accordance with the FFT model. This includes, but is not limited to:

   1. Concepts and practice contained in the most recent Blueprints for Violence Prevention: Functional Family Therapy.

   2. Providing eligible moderate to high-risk youth and families with an average of twelve (12) sessions of family therapy that focuses on identifying obtainable

goals and developing a behavior change program for the family.

3. Acceptance of Clinical Guidance as supplied by FFT, Inc., including engaging with the FFT Consultant in formal telephonic and in-person consultation as determined by the FFT Consultant.

4. Entry and monitoring of FFT clinical assessments and subsequent treatment plans of youth through FFT case-reporting system.

5. Providing FFT services in accordance with the FFT model and the Washington State FFT Project Quality Assurance and Improvement System/Plan, which is attached as Exhibit A to this Contract and incorporated herein by reference. This includes but is not limited to: the concepts and practice contained in the Functional Family Therapy Clinical Training Manual; the general precepts, practice, and assessment procedures contained in FFT Initial three-day training and the three two-day follow-up trainings.

6. Providing progress information on each youth/family served by the Contractor under this Contract as follows:

   Upon completion of each FFT session the Contractor will send a written status report to the youth's Juvenile Probation Counselor (JPC).

   No later than the 5th of each month, the Contractor will submit a written Session List to the Intervention Services Manager for each youth served under this Contract for the prior month, and upon successful completion or termination of a family from FFT services, the Contractor will submit a written final report to the Intervention Services Manager.

7. Participate in mutually agreed upon case staffing and program review meetings.

8. Maintain an approved level of proficiency with the FFT model as evaluated by the assigned FFT Consultant and the Juvenile Court Administrator.

9. Provide information on each FFT therapist's model adherence to the appropriate regional contact.

b. Additional FFT requirements include but are not limited to:

1. Youth served under this Contract shall be under the jurisdiction of the Benton-Franklin Counties Juvenile Justice Center during the FFT intervention. To assist in this supervision, the Contractor shall share pertinent information with the Counties and shall safeguard electronic and hard copy client information.

2. The Contractor shall meet monthly with the Counties' Intervention Prevention Service Manager or designee for program review.

3. Prior to services being initiated, the Contractor must receive a written referral for services by the Counties.

c. The Contractor agrees to accept up to a full caseload of FFT clients on behalf of the Benton-Franklin Juvenile Justice Center.

d. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTIES.

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

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

g. The CONTRACTOR shall confer with the COUNTIES from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as requested by the COUNTIES.

h. The Contract acknowledges that prior to entering into this Contract it is in receipt of, and is familiar with, the FFT model, practices, procedures, materials, and training referenced herein.

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:	Amy Campbell
Address:	6517 West Octave Street Pasco, WA 99301
Phone:	(509) 528-8488
Email:	amycampbell-llc@charter.net

b. For COUNTIES:

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

5. COMPENSATION

a. For the services performed under this Contract, the CONTRACTOR shall be paid at the rate $800 per family for the completion of each phase of the three (3) phase FFT Model, including engagement and motivation, behavior change and generalization, for a maximum of $2400.00 per family for completion of all three (3) phases including additional hours for ancillary duties (as described by the FFT Model).

b. The maximum total amount payable by the COUNTIES to the CONTRACTOR under this Contract shall not exceed Two Hundred Thousand Dollars ($200,000.00).

c. The Contractor may submit invoices to the Counties at the completion of each phase of the FFT model along with supporting documentation, which will include at a minimum the name of the youth and family, the completed phase for which the Contractor is requesting payment, and a copy of the Session List from the FFT Client Support System reflecting satisfactory completion of the phase.

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

e. The CONTRACTOR may submit invoices to the COUNTIES not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall

cover the time CONTRACTOR performed work for the COUNTIES during the billing period. The COUNTIES shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.

f. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTIES.

g. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTIES, the COUNTIES may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.

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

6. AMENDMENTS AND CHANGES IN WORK

a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTIES.

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

7. HOLD HARMLESS AND INDEMNIFICATION

a. The CONTRACTOR shall hold harmless, indemnify, and defend the

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

b. In any and all claims against the COUNTIES and its officers, officials, employees, and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 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 COUNTIES with proof of all such insurance.

b. **Workers Compensation:** Contractor acknowledges and represents that Contractor currently does not have any employees and, therefore, does not maintain workers compensation insurance. To the extent Contractor hires any employees; however, Contractor shall comply with all State of Washington workers compensation statutes and regulations. Workers compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract.

c. **Commercial General Liability and Employers Liability Insurance**: Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CONTRACTOR from claims for wrongful death, bodily injury, personal injury, and property damage that may arise from any

actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

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

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

The CONTRACTOR must provide commercial general liability coverage that does not exclude 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 COUNTIES or its elected and appointed officers, officials, employees, or agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTIES shall be excess and not contributory to CONTRACTOR'S insurance policies.

2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTIES as an additional insured.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTIES or its officers, officials, employees, or agents.

4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTIES shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**

7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements

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

8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.

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

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 and Franklin Counties 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 shall specifically include the COUNTIES and its elected

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

2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTIES' Contract Representative referenced in Section 4.

3. All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTIES' Contract Representative referenced in Section 4.

4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton-Franklin Counties Juvenile Justice Center to the following address: 5606 West Canal Place, Suite 106, Kennewick, WA 99336.

9. TERMINATION

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

b. In the event that funding for this project is withdrawn, reduced, or limited in any way after the effective date of this Contract, the COUNTIES may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this subsection shall be effective upon the date specified in the written notice of termination sent by COUNTIES to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.

c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written

notice to do so by the COUNTIES, the COUNTIES may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTIES shall pay the CONTRACTOR only for the costs of services accepted by the COUNTIES, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTIES, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTIES in completing the work and all damage sustained by the COUNTIES by reason of the CONTRACTOR'S breach.

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

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

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee, or servant of the COUNTIES. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The CONTRACTOR acknowledges that the entire compensation for

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

c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTIES.

d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state, or local law that are now or may be enacted during the term of this Contract.

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTIES' Contract Representative, or designee.

13. COMPLIANCE WITH LAWS

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

14. OTHER PROVISIONS

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

a. Background Check/Criminal History

1. Contractor shall authorize Counties to conduct a background check of the Contractor. The background check may include, but is not limited to, a review of records on file with the Washington State Patrol, the FBI National Criminal Information Computer (NCIC) and Interstate Identification Index (III), local law enforcement agencies, the Department of Licensing, courts of law, and other agencies, and also may, depending upon assignment of Contractor, involve fingerprinting.

2. In accordance with chapters 388-700 WAC, 72.05 RCW, and

43.20A RCW the Contractor shall be required to conduct background check/criminal history clearance for all employees, subcontractors, and/or volunteers who may or will have regular access to any client/juvenile.

3. In addition, the Contractor may also be required to conduct background check/criminal history clearance for employees, subcontractors, and/or volunteers, who may or will have limited access to any client/juvenile.

b. Sexual Misconduct

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

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

15. INSPECTION OF BOOKS AND RECORDS

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

16. NONDISCRIMINATION

The CONTRACTOR and its assignees, delegates, 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.

17. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

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

18. PATENT/COPYRIGHT INFRINGEMENT

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

19. DISPUTES

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

20. CONFIDENTIALITY

The CONTRACTOR and its employees, subcontractors, and subcontractors' employees shall maintain the confidentiality of

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

21. CHOICE OF LAW, JURISDICTION, AND VENUE

a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

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

22. SUCCESSORS AND ASSIGNS

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

23. SEVERABILITY

a. If a court of competent jurisdiction holds any part, term, or provision of this Contract to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

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

24. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of

their agreement. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

25. NOTICES

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

26. SURVIVABILITY

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

27. LITIGATION HOLD NOTICE

In the event the COUNTIES learn of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section 15 of this Contract may be of evidentiary value, the COUNTIES may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTIES is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule required by Section 14 of this Contract.

28. PUBLIC RECORDS ACT

The CONTRACTOR hereby acknowledges that the COUNTIES are a governmental entity and as such is subject to the requirements of

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

- 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 **July 1, 2022.**

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

Amy Campbell-LLC	**Benton Franklin Counties Juvenile Justice Center**
Amy Campbell 04/11/2022 **Amy Campbell** **Date**	4/15/2022 **David Wheeler, Interim Juvenile Court Administrator** **Date**
BENTON COUNTY APPROVAL Approved as to Form: Stephen Hallstrom 04/13/22 Stephen Hallstrom, Deputy Prosecuting Attorney Date By: _____ Name: _____ Title: _____ Date: _____ Attest: Clerk of the Board: _____	**FRANKLIN COUNTY APPROVAL** Approved as to Form: _____ Civil Deputy Prosecuting Attorney Date By: _____ Name: _____ Title: _____ Date: _____ Attest: Clerk of the Board: _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 04/26/22 BC 05/10/22
Subject:	Personal Services Contract with Amy Campbell
Presenter:	N/A
Prepared By:	Rosa Garcia
Reviewed By:	David Wheeler

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

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

Summary / Background Information

Amy Campbell has provided family counseling to educate and support families dealing with domestic violence since January 2015. The Benton-Franklin Counties Juvenile Justice Center would like to continue to contract with Amy Campbell.

The attached Personal Services Contract commences on July 1, 2022 and expires on June 30, 2024. The Personal Services Contract is to include family counseling and facilitation.

Fiscal Impact

Amount not to exceed $160,000.00 to be paid out of Current Expense Dept. 173 budget. No supplement needed.

Recommendation

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign the Personal Services Contract between Amy Campbell and the Benton-Franklin Counties Juvenile Justice Center for services.

Suggested Motion

Approve as part of consent agenda.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF AWARDING AMY CAMPBELL A PERSONAL SERVICES CONTRACT FOR THE DELIVERY OF FAMILY COUNSELING

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

WHEREAS, Benton and Franklin Counties had a contract with Amy Campbell from July 1, 2020 through June 30, 2022 via Benton County Resolution numbered 2020 332 and Franklin County Resolution numbered 2020 099; and

WHEREAS, the Juvenile Administrator recommends entering into a new Personal Services Contract with Amy Campbell; **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 hereby awards the Personal Services Contract to Amy Campbell in an amount not to exceed $160,000.00; and

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

BE IT FURTHER RESOLVED, the term of the attached contract commences July 1, 2022 and expires on June 30, 2024.

DATED this _____ day of _____ 2022

BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chair of the Board

_____
Chair Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

_____
Clerk of the Board

DATED this _____ day of _____ 2022

FRANKLIN COUNTY BOARD OF COMMISSIONERS

_____
Chair of the Board

_____
Chair Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

_____
Clerk of the Board

Originals (2): 1-BC Commissioners, 1-FC Commissioners; Electronic (2): 1-Campbell, 1-Juvenile

R. Garcia

BENTON-FRANKLIN COUNTIES
PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between Benton County, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place, Suite 106, Kennewick, WA 99336 (hereinafter "COUNTIES"), and **Amy Campbell LLC**, a corporation organized under the laws of the State of Washington with its principal offices at 6517 West Octave Street, Pasco, WA 99301 (hereinafter "CONTRACTOR").

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

1. DURATION OF CONTRACT

The term of this Contract shall begin on **July 1, 2022** and shall expire on **June 30, 2024**. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

2. SERVICES PROVIDED

a. The CONTRACTOR shall provide brief family counseling provided to educate and support families dealing with family violence.

Steps Involved:

1. CONTRACTOR contacts referred family within one business day of referral.

2. Counseling sessions will take place in either the families' homes, or in an office setting. The location of the session will be based upon the referred families' preferences.

3. The length of the counseling sessions will be between 60-90 minutes.

4. CONTRACTOR will work with each family between 5-7 sessions and the intervention will take place over a 4-6 week period dependent upon the needs of the family.

5. The model utilized by the CONTRACTOR will be solution/focused strength based family therapy models.

Skill building among family members will specifically address maladaptive patterns that lead to violence.

6. Prior to case completions a crisis plan will be submitted, re-evaluated and shared with the juvenile probation counselor. The juvenile probation counselor and the CONTRACTOR will work with every family to identify natural and community supports. Referrals will then be made to the appropriate resources.

b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTIES.

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

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

e. The CONTRACTOR shall confer with the COUNTIES from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as requested by the COUNTIES.

3. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Name:	Amy Campbell
Address:	6517 West Octave Street Pasco, WA 99301
Phone:	(509) 528-8488
Email:	amycampbell-llc@charter.net

b. For COUNTIES:

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

4. **COMPENSATION**

a. For the services performed under this Contract, the CONTRACTOR shall be paid for Family Counseling at the rate of $125.00 per session, not to exceed seven (7) sessions per family, unless otherwise authorized in writing by the Intervention Services Manager.

b. The maximum total amount payable by the COUNTIES to the CONTRACTOR under this Contract shall not exceed One Hundred Sixty Thousand Dollars ($160,000.00).

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

d. The CONTRACTOR may submit invoices to the COUNTIES not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTIES during the billing period. The COUNTIES shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.

e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTIES.

f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTIES, the COUNTIES may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.

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

5. **AMENDMENTS AND CHANGES IN WORK**

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

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

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

6. HOLD HARMLESS AND INDEMNIFICATION

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

b. In any and all claims against the COUNTIES and its officers, officials, employees, and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under**

this Section 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.

7. 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 COUNTIES with proof of all such insurance.

b. **Workers Compensation:** Contractor acknowledges and represents that Contractor currently does not have any employees and, therefore, does not maintain workers compensation insurance. To the extent Contractor hires any employees; however, Contractor shall comply with all State of Washington workers compensation statutes and regulations. Workers compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor or sub-subcontractor.

Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract.

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

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

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

The CONTRACTOR must provide commercial general liability coverage that does not exclude 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 COUNTIES or its elected and appointed officers, officials, employees, or agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTIES shall be excess and not contributory to CONTRACTOR'S insurance policies.

2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTIES as an additional insured.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTIES or its officers, officials, employees, or agents.

4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTIES shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**

7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract, except for professional liability under Section 7(a), shall be written on an Occurrence Policy form.

8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.

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

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

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington that have 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 and Franklin Counties 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 shall specifically include the COUNTIES and its elected

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

2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTIES' Contract Representative referenced in Section 3.

3. All written notices under this Section 7 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTIES' Contract Representative referenced in Section 3.

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-Franklin Counties Juvenile Justice Center to the following address: 5606 West Canal Place, Suite 106, Kennewick, WA 99336.

8. TERMINATION

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

b. In the event that funding for this project is withdrawn, reduced, or limited in any way after the effective date of this Contract, the COUNTIES may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this subsection shall be effective upon the date specified in the written notice of termination sent by COUNTIES to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.

c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTIES, the COUNTIES may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTIES shall pay the CONTRACTOR only for the

costs of services accepted by the COUNTIES, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTIES, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTIES in completing the work and all damage sustained by the COUNTIES by reason of the CONTRACTOR'S breach.

9. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

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

10. NON-WAIVER OF RIGHTS

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

11. INDEPENDENT CONTRACTOR

a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee, or servant of the COUNTIES. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any COUNTIES benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTIES employees.

c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTIES.

d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state, or local law that are now or may be enacted during the term of this Contract.

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTIES' Contract Representative, or designee.

12. COMPLIANCE WITH LAWS

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

13. OTHER PROVISIONS

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

a. Background Check/Criminal History

1. Contractor shall authorize Counties to conduct a background check of the Contractor. The background check may include, but is not limited to, a review of records on file with the Washington State Patrol, the FBI National Criminal Information Computer (NCIC) and Interstate Identification Index (III), local law enforcement agencies, the Department of Licensing, courts of law, and other agencies, and also may, depending upon assignment of Contractor, involve fingerprinting.

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

3. In addition, the Contractor may also be required to conduct background check/criminal history clearance for employees, subcontractors, and/or volunteers, who may or will have limited access to any client/juvenile.

b. Sexual Misconduct

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

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

14. INSPECTION OF BOOKS AND RECORDS

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

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

a. All reports, drawings, plans, specifications, forms of electronic media, data, and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTIES. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights. The COUNTIES agree that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefrom to

the extent such use is not agreed to in writing by the CONTRACTOR.

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

17. PATENT/COPYRIGHT INFRINGEMENT

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

18. DISPUTES

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

19. CONFIDENTIALITY

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

20. CHOICE OF LAW, JURISDICTION, AND VENUE

a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

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

21. SUCCESSORS AND ASSIGNS

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

22. SEVERABILITY

a. If a court of competent jurisdiction holds any part, term, or provision of this Contract to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

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

23. ENTIRE AGREEMENT

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

24. NOTICES

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

25. SURVIVABILITY

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

26. LITIGATION HOLD NOTICE

In the event the COUNTIES learn of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section 14 of this Contract may be of evidentiary value, the COUNTIES may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTIES is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule required by Section 14 of this Contract.

27. PUBLIC RECORDS ACT

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

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

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

Amy Campbell, LLC	**Benton Franklin Counties Juvenile Justice Center**
Amy Campbell 4/6/22 **Amy Campbell,** **Date**	4/15/2022 **David Wheeler** **Date** **Interim Juvenile Court Administrator**
BENTON COUNTY APPROVAL Approved as to Form: Stephen Hallstrom 04/13/22 Stephen Hallstrom, Deputy Prosecuting Attorney Date By: _____ Name: _____ Title: _____ Date: _____	**FRANKLIN COUNTY APPROVAL** Approved as to Form: _____ Civil Deputy Prosecuting Attorney Date By: _____ Name: _____ Title: _____ Date: _____
Attest: Clerk of the Board: _____	Attest: Clerk of the Board: _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 10, 2022
Subject:	Awarding and executing a contract with Bagley Landscape Construction, Inc. for the Public Services Building Landscaping Project
Presenter:	N/A
Prepared By:	P. Schut
Reviewed By:	R. Blain

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

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

Summary / Background Information

Bids were solicited to remove the grass area and replace it with landscape rock at the Public Services Building utilizing the small works process through the MRSC Small Works Roster, and two bids were received in the amounts below:

Bagley Landscape Construction, Inc., Pasco, WA (BAGLELC961DS)	$ 10,873.00
Heritage Professional Landscaping, Inc., Kennewick, WA (HERITPL055JF)	$ 11,392.00

Fiscal Impact

Amount: $4,756.94 excluding W.S.S.T. – Road Department

$3,947.99 excluding W.S.S.T. – Building Department

$2,168.07 excluding W.S.S.T. – Planning Department

Recommendation

Award the contract for Public Services Building Landscape Project in an amount not to exceed $10,873.00 to Bagley Landscape Construction, Inc., Pasco, WA, 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 AWARDING THE CONTRACT FOR THE PUBLIC SERVICES BUILDING LANDSCAPE PROJECT TO BAGLEY LANDSCAPE CONSTRUCTION, INC. OF PASCO, WA AND AUTHORIZING THE CHAIRMAN TO SIGN SAID CONTRACT

WHEREAS, bids were solicited for removing grass and replacing it with landscape rock at the Public Services Building utilizing the small works process through the MRSC Rosters; and

WHEREAS, two bids were received in the amounts below:

Bagley Landscape Construction, Inc., Pasco, WA (BAGLELC961DS)	$ 10,873.00
Heritage Professional Landscaping, Inc., Kennewick, WA (HERITPL055JF)	$ 11,392.00

WHEREAS, the Director of Operations and Capital Programs recommends award of the bid to Bagley Landscape Construction, Inc., Pasco, WA; 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 Bagley Landscape Construction, Inc., Pasco, WA; and

WHEREAS, the Director of Operations and Capital Programs recommends the Chairman sign said contract; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners concurs with the Director of Operations and Capital Program's recommendation and awards the bid for the Public Services Building Landscape Project to Bagley Landscape Construction, Inc., Pasco, Washington in a not to exceed amount of $10,873.00 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 for the said contract with Bagley Landscape Construction, Inc., Pasco, WA; and

BE IT FURTHER RESOLVED, said contract expires July 31, 2022.

Dated this 10th day of May, 2022.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

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

Orig.: Purchasing P. Schut
c: Auditor, PA, Bag;ey Landscape Construction, Inc.

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BENTON COUNTY
PUBLIC WORKS CONTRACT

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **BAGLEY LANDSCAPE CONSTRUCTION, INC.**, a corporation organized under the laws of the State of Washington with its principal offices at 1418 E St. Helens St., Pasco, WA 99301 (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 - Bid Form; and
b. Exhibit B - Map; and
c. Exhibit C - Washington State Prevailing Wage Rates for Public Works Contracts.

2. DURATION OF CONTRACT

The term of this Contract shall begin on last date signed, and shall expire on July 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 apply a herbicide sterilant, install a polypropylene weed fabric,lay 2-4 inches of rock mulch over the areas identified in the Exhibit B - Map.

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

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

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

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

e. 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.

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

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

h. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTY.

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Name: Chad Bagley
Address: 1418 E St. Helens St.
Pasco, WA 99301

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Phone:	509-546-2449
Email:	Chad@bagleylandscape.com

b. For COUNTY:

Name:	Jeff Jones Facilities Manager
Address:	7122 W Okanogan Place; Bldg. A Kennewick, WA, 99336
Phone:	509) 783-3118
Email:	Thomas.Jones@co.benton.wa.us

5. COMPENSATION

a. For the services performed under this Contract, the CONTRACTOR shall be paid the flat amount set forth in Exhibit A, "Bid Form" which is attached hereto and incorporated herein by reference

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed Ten Thousand Eight Hundred Seventy-Three Dollars and Zero Cents ($10,873.00), excluding W.S.S.T. The CONTRACTOR shall monitor its cumulative total accounts receivables to ensure that it will not do work in excess of the maximum total amount payable set forth in this section and that its total billings will not exceed the maximum total amount payable. Any dollar amount above the maximum total amount payable will only be approved with an amendment to this Contract.

c. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages via https://secureaccess.wa.gov/ and then forward a copy of the statement to COUNTY'S Contract Representative. At the end of the contract term the CONTRACTOR shall submit an Affidavit of Wages Paid via https://secureaccess.wa.gov/ and then forward a copy of the affidavit to COUNTY'S Contract Representative. No final payment will be made until the affidavit is provided. COUNTY requires that all Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid be filed electronically with https://secureaccess.wa.gov/.

d. The CONTRACTOR may invoice the COUNTY for filing fees paid to the Washington State Department of Labor and Industries for filing one Statement of Intent to Pay Prevailing Wages per contract and one Affidavit of Wages Paid per contract.

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

6. INVOICING

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

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

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

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

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7. AMENDMENTS AND CHANGES IN WORK

a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

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

8. HOLD HARMLESS AND INDEMNIFICATION

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

b. In any and all claims against the COUNTY or its officers, officials, employees, or agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this

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Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under workers compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 8 shall survive termination and expiration of this Contract.**

c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the CONTRACTOR or the CONTRACTOR'S employees, agents, or subcontractors. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into this Contract, are reflected in the CONTRACTOR's compensation, and have been mutually negotiated by the parties.

9. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

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

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

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

The CONTRACTOR must provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 8. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named

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

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

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

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

d. **Other Insurance Provisions:**

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

2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.

4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**

7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract shall be written on an Occurrence Policy form.

8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.

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

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

All insurance required under this Contract shall be issued by

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

1. All insurance to be maintained by the CONTRACTOR, other than Auto Liability, and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY or its elected and appointed officials, employees, or agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.

2. Certificates of Liability Insurance, with endorsements attached, must be provided to the County's Contract Representative referenced in Section 4.

3. All written notices under this Section 9 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.

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

10. PERFORMANCE AND PAYMENT BONDS

The CONTRACTOR shall furnish Benton County with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to Benton County, in an amount equal to one hundred percent (100%) of the contract sum as security for the performance by the Contractor of this Contract and payment of all the persons performing labor and supplying materials pursuant to this Contract. PROVIDED that the CONTRACTOR may elect, in lieu of the bonds, to allow the COUNTY to retain ten percent (10%) of the contract amount either for a period of thirty (30) days after the

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date of final acceptance, or until all necessary releases from the Washington State Department of Revenue, the Washington State Department of Labor and Industries, and the Employment Security Department have been received and any liens filed under chapter 60.28 RCW have been settled, whichever is later. Proof of the performance and payment bonds, or written notification of the CONTRACTOR'S desire to elect the alternative to the bonds (described above), must be received by COUNTY within ten (10) days following the execution of this Contract.

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

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

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.

c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTY.

d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required for the performance of work under this Contract by federal, state, or local law that is now or may

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be enacted during the term of this Contract.

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S Contract Representative or designee.

13. INSPECTION OF BOOKS AND RECORDS

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

14. CHOICE OF LAW AND JURISDICTION

This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

15. SUCCESSORS AND ASSIGNS

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

16. TERMINATION

a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving thirty (30) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for actual costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 6, Invoicing. Nothing in this Section shall limit the rights of the COUNTY pursuant to this Contract or by law.

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17. COMPLIANCE WITH LAWS AND PREVAILING WAGES

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

18. NONDISCRIMINATION

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

19. DISPUTES

Disputes over the CONTRACTOR's performance shall be promptly addressed in writing by the aggrieved party in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions, and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

20. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

21. VERIFICATION OF SUBCONTRACTOR RESPONSIBILITY CRITERIA

A public works contractor must verify responsibility criteria for each first-tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 70.87 RCW. This verification requirement, as well as the responsibility criteria, must be included in every public works contract and subcontract of every tier.

22. ENTIRE AGREEMENT

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

23. NOTICES

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

24. SEVERABILITY

a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

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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.

25. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR regarding the work performed under this Contract may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend any regularly scheduled purge schedule.

26. PUBLIC RECORDS ACT

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

27. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall

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so survive. These terms include, but are not limited to, provisions for: indemnification; insurance; non-waiver; inspection of books and records; choice of law; compliance with laws; litigation hold; and the Public Records Act.

28. 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.

- This section was intentionally left blank -

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

Date: _____	Date: 4/29/22
BENTON COUNTY	**BAGLEY LANDSCAPE CONSTRUCTION, INC.**
_____	_____
Chairman Benton County Board of County Commissioners	Signature
	President
Approved as to Form:	Title:
DocuSigned by: Eric Andrews B4F7673BB8A1486...	Chad Bagley
Civil Deputy Prosecuting Attorney	PRINTED NAME

BID FORM

Public Services Building - Landscaping Project

Company Name Bagley Landscape Construction, Inc.

ACKNOWLEDGEMENT OF ADDENDA:

The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

Addendum No. 1, dated N/A

Addendum No. 2, dated N/A

BID AMOUNT:

LUMP SUM (excluding sales tax) $ 10,873.00

LUMP SUM (excluding sales tax), in words Ten thousand eight hundred and seventy three dollars

GENERAL ACKNOWLEDGEMENT:

The undersigned hereby certifies that they have examined the location of the work outlined in the request for proposal, and has read and thoroughly understands the plans, specifications and contract governing the work embraced in this project, and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this project in accordance with the said plans, specifications and contract, and the above lump sum price.

BID BOND:

The undersigned hereby certifies that a proposal guaranty in an amount of five percent (5%) of the total bid, and in one of the forms as indicated below, is attached hereby:

Cashier's Check	_____	In the Amount of _____
Certified Check	_____	($_____) Payable to the County Treasurer of Benton County, Washington.
Bid Bond	See Attached	In the amount of 5% of the Bid.

CONTRACTOR'S LICENSE:

The undersigned states that it is a duly licensed contractor, for the type of work proposed, in the State of Washington, and that all fees, permits, etc., pursuant to submitting this bid have been paid in full.

PUBLIC WORKS TRAINING:

The undersigned hereby certifies that the contractor has received L & I training, per RCW 39.04.350, or has completed three or more public works projects and has had a valid business license in Washington for three or more years and therefore are exempt from training.

ASSURANCE OF NON-DISCRIMINATION

The undersigned hereby agrees that he shall comply with Benton County's Non-Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental or sensory handicap.

NON-COLLUSION DECLARATION

I hereby declare, under penalty of perjury under the laws of the United States that the following statement is true and correct:

That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of Chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction.

SUBMISSION OF BID

Respectfully submitted this 7th day of March, 2022.

COMPANY NAME: Bagley Landscape Construction, Inc

AUTHORIZED SIGNATURE: [signature]

TYPE OR PRINT NAME: Chad Bagley

TITLE: President

STREET ADDRESS: 1418 E St Helens ST

CITY, STATE, ZIP: Pasco, WA 99301

TELEPHONE NO.: 509-546-2449

EMAIL: Chad@bagleylandscape.com

CONTRACTOR'S LICENSE NO.: BAGLELC961DS

UBI NO.: 602-017-784

WASHINGTON STATE EMPLOYMENT SECURITY NO.: 000-106718-00-3

COUNTY OF
BENTON
EST. 1905
WASHINGTON

EXHIBIT C

State of Washington
Department of Labor & Industries
Prevailing Wage Section
PO Box 44540, Olympia, WA 98504-4540
360-902-5335

Public contract awarding agencies are required by RCW 39.12.030 to include a provision stating the required prevailing rate(s) of wage in the bid and contract specifications for public works. Historically, this has required inclusion of a list of such rates in the specifications. Labor & Industries looked at how to allow an additional option within the law and rule.

Bid specifications may provide the required prevailing wage rate information in this alternate format:

> The Department of Labor & Industries prevailing wage rate website is http://wsdot.wa.gov/Design/ProjectDev/WageRates/default.htm
>
> The publication date to use is March 9, 2022.
>
> The public works project is located in Benton County.

A copy of the prevailing wage rates, the benefit code key and the supplement are available for viewing at the Purchasing Department, 7122 W Okanogan Place; Bldg. A, Kennewick, WA Monday through Friday, between 8:00 a.m. & noon and between 1:00 p.m. & 5:00 p.m. except holidays.

The Purchasing Department will mail a hard copy of the wage rates upon request. We can be reached at (509)737-3943 or by email at Procurement@co.benton.wa.us

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 10, 2022
Subject:	Memorandum of Agreement between King County Regional Automated Fingerprint Identification System and Benton County Sheriff's Office
Presenter:	
Prepared By:	Lisa Small
Reviewed By:	BCSO; Ryan Lukson; Purchasing Dept.

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

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

Summary / Background Information

Per Resolution 2021-622 the Board approved the Memorandum of Agreement between King County Regional Automated Fingerprint Identification System, a regional program of King County, under the administration of the King County Sheriff's Office and the Benton County Sheriff's Office.

The purpose of the original MOA was for a 90 day free trial to see if the system was something that BCSO was interested in moving forward with purchasing. After completing the trial period, BCSO believes this system is a great tool for law enforcement to utilize out in the field to perform a quick two-fingerprint mobile ID and wishes to move forward with this system.

The purpose of the attached MOA is KCRA will provide its Mobile ID service for use by BCSO officers, allowing Automated Fingerprint Identification System (AFIS) search capability at KCRA, a Western Identification Network (WIN), which includes Washington State arrest records, and FBI's Repository for individuals of special concern.

Fiscal Impact

Potential cost for BCSO would be any internal infrastructure that may be necessary to connect BCSO to King County network; integrating BCSO's system to Mobile ID; and any training sessions conducted outside of King County.

**Equipment needed to utilize this system will be purchased under a separate Resolution.

Recommendation

Move to approve the attached Resolution to ratify the Memorandum of Agreement between King County Regional Automated Fingerprint Identification System, which is a regional program of King County Sheriff's Office and Benton County Sheriff's Office and authorize the Benton County Sheriff's signature on said MOA.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF RATIFYING THE ATTACHED MEMORANDUM OF AGREEMENT BETWEEN KING COUNTY REGIONAL AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM (AFIS) AND BENTON COUNTY SHERIFF'S OFFICE

WHEREAS, per Resolution 2021-622 dated August 17, 2021, the Board of Benton County Commissioners approved the Memorandum of Agreement (MOA) between King County Regional Automated Fingerprint Identification System (KCRA), a regional program of King County and under the administration of the King County Sheriff's Office and the Benton County Sheriff's Office (BCSO); and

WHEREAS, the above mentioned MOA was for the purpose of a 90 day free trial to see if the KCRA was a system that BCSO was interested in moving forward with purchasing; and

WHEREAS, after completing the trial period, BCSO believes this system is a great tool for law enforcement to utilize out in the field to perform a quick two-fingerprint mobile ID and wishes to move forward with this system; and

WHEREAS, KCRA will provide its Mobile ID service for use by BCSO officers, allowing Automated Fingerprint Identification System (AFIS) search capability at KCRA, a Western Identification Network (WIN), which includes Washington State arrest records, and FBI's Repository for Individuals of Special Concern; and

WHEREAS, the purpose of the MOA is to establish the terms under which the Mobile ID service will be used, as further outline in the attached MOA; and

WHEREAS, the Benton County Sheriff recommends entering into the MOA for the purpose of utilizing said Mobile ID Service; and

WHEREAS, any potential cost paid by BCSO is further outlined in Section IV in the attached MOA; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby approves the attached Memorandum of Agreement between King County Reginal Automated Fingerprint Identification System, a regional program of King County and under the administration of the King County Sheriff's Office and Benton County Sheriff's Office; and

BE IT FURTHER RESOLVED, the term of the MOA shall become effective when signed by both parties and shall continue in full force and effect from year to year unless modified or terminated in accordance with the attached MOA; and

BE IT FURTHER RESOLVED, the Board hereby ratifies the attached MOA hereto and approves the Benton County Sheriff's signature on said MOA.

Dated this _____day of _____, 2022

_____
Chairman of the Board

_____
Pro-Tem

Attest.....
Clerk of the Board

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington

Orig: BCSO
cc: Auditor, PA, Purchasing Dept., KCRA

Prepared by: L. Small

MEMORANDUM OF AGREEMENT

BETWEEN

King County Regional Automated Fingerprint Identification System (AFIS),
a regional program of King County and under the administration of the
King County Sheriff's Office, hereinafter referred to as "KCRA",

AND

Benton County Sheriff's Office, hereinafter
referred to as "AGENCY".

FOR THE USE OF

Remote Electronic Fingerprint Capture Equipment by law enforcement personnel in the field to perform a quick two-fingerprint search hereinafter referred to as "Mobile ID".

THE PURPOSE OF THIS AGREEMENT is for KCRA to provide its Mobile ID service for use by AGENCY Officers.

WHEREAS, KCRA has proven to be an effective crime-fighting service in furtherance of the health, welfare, benefit and safety of the residents within King County; and

WHEREAS, Since January 1, 2013, the County has continued to provide effective AFIS services to public law enforcement agencies within King County, through a voter approved six (6) year levy, as authorized by King County Ordinance No. 18674;

WHEREAS, Mobile ID has been a proven tool in assisting law enforcement to help identify subjects while in the field;

WHEREAS, AGENCY wishes to use the KCRA Mobile ID service to assist in the identification of subjects within its jurisdiction;

NOW, THEREFORE, the parties hereto agree as follows:

KCRA will provide its Mobile ID service for use by AGENCY officers, allowing AFIS search capability at KCRA, the Western Identification Network (WIN), which includes Washington State arrest records, and the FBI's Repository for Individuals of Special Concern (RISC). The purpose of this Agreement is to establish the terms under which the Mobile ID service will be used.

The goals of this Agreement are to:

- Protect the community by assisting law enforcement in identifying potentially wanted or dangerous subjects before they are released from custody.
- Protect law enforcement officers by providing information important to officer safety prior to the release of detained individuals.

Mobile ID is defined as: mobile electronic fingerprint capture equipment (software and hardware) used to obtain prints from two fingers for purposes of searching AFIS to determine an individual's identity. These fingerprints are not stored in AFIS.

I. CONTRACT ADMINISTRATION

This Agreement shall be administered by KCRA through the Regional AFIS Manager or designee and the AGENCY HEAD or designee. Each Party shall approve this Agreement. Each Party shall inform the other within thirty (30) days of this Agreement's execution of its respective contract administrator.

II. GENERAL TERMS AND CONDITIONS

A. KCRA, in its sole discretion, will determine whether AGENCY is allowed to connect to its Mobile ID service.

B. AGENCY has or will purchase its own Mobile ID equipment and software and will configure it for use with the KCRA Mobile ID service.

C. Mobile ID shall be used exclusively for biometric purposes.

D. Statistics or any information that is pertinent to the use of the Mobile ID service may be requested by the King County Regional AFIS Manager or designee, and will be submitted by AGENCY as needed.

E. AGENCY shall cooperate with the FBI if contacted through a post-processing review of a Mobile ID match in its database.

F. KCRA may remove any AGENCY employee's rights to access the Mobile ID service at any time, for any reason.

G. AGENCY will comply with all applicable Mobile ID requirements as detailed in attached Exhibit A. The Regional AFIS Manager may revise these requirements at any time. Any revised requirements will be provided to AGENCY and automatically incorporated as a new Exhibit A to this agreement. No approval process will be required to amend the Exhibit A.

H. AGENCY will comply with either the original or an alternative version of KCRA's Biometric Handheld Fingerprint Identification Policy. Copies of these policies are attached in Exhibit B. The Regional AFIS Manager may revise the policies at any time. Any revised policy will be provided to AGENCY and automatically incorporated as a new Exhibit B to this agreement. No approval process will be required to amend the Exhibit B.

III. AGENCY LIAISONS AND TRAINING

A. AGENCY shall assign at least one (1) Liaison.

B. AGENCY Liaisons are responsible to be the main point of contact for Mobile ID topics, work with KCRA to schedule AGENCY staff to install the Mobile ID software, schedule staff training, and conduct system testing.

C. All AGENCY Liaisons are required to attend training in the proper use of and the administrative functions of Mobile ID. Training shall be provided by the KCRA designated Trainer.

D. All AGENCY Mobile ID Operators are required to attend KCRA provided training in the proper use of Mobile ID by the KCRA designated Trainer.

IV. INSTALLATION AND MAINTENANCE

A. Costs paid by KCRA

The only costs to KCRA would be staff time.

B. Costs paid by AGENCY

1. Any internal infrastructure that may be necessary to connect AGENCY to the King County Network. This infrastructure may include a Local Area Network, or other equipment;
2. Cost of integrating any AGENCY system to Mobile ID;
3. KCRA Training sessions conducted outside of King County.

C. AGENCY may have an agreement with the Mobile ID contractor for maintenance services and will contact said contractor directly for service calls. KCRA does not provide maintenance for contractor services.

D. KCRA shall act as the point of contact for any questions or service calls from AGENCY regarding connectivity issues inside the King County network. KCRA shall have a contact person available twenty-four (24) hours a day, seven (7) days a week.

E. AGENCY shall promptly notify KCRA of any error, defect, or nonconformity in the Mobile ID service.

F. Any local system or network change that would affect the King County network must be reviewed by KCRA prior to implementation.

G. AGENCY shall provide and maintain the network required to submit electronic fingerprint transmissions, in compliance with the Security Policy as described in Exhibit A.

V. DURATION, TERMINATION AND AMENDMENT

A. This Agreement shall become effective when it is signed by both Parties.

B. This Agreement shall continue in full force and effect from year to year unless modified or terminated in accordance with the terms of this Agreement.

C. This Agreement may be terminated or suspended by either Party without cause, in whole or in part, by providing the other Party's administrator, as described in Section I, thirty (30) days advance written notice of the termination.

D. If KCRA or other funding is withdrawn, reduced, or limited in any way, KCRA may, upon written notification to the AGENCY administrator, as described in Section I, terminate or

suspend this Agreement in whole or in part and such termination or suspension may take place immediately.

E. This Agreement shall terminate without penalty in the event that, in the opinion of KCRA, AFIS levy proceeds are, for whatever reason, no longer available for purposes of this Agreement.

F. As described in Section II, changes to Exhibit A or B may be made by the Regional AFIS Manager. All other amendments to this Agreement must be agreed to in writing by the Parties.

VI. INDEMNIFICATION AND LIMITATION OF LIABILITY

A. In no event will King County be liable for loss of data, loss of use, interruption of service, incompleteness of data and/or for any direct, special, indirect, incidental or consequential damages arising out of this Agreement or any performance or non-performance under this Agreement.

B. Except where prohibited by law, AGENCY shall indemnify, defend and hold harmless King County and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages arising out of or in any way relating to the AGENCY's installation, maintenance or use of King County's Mobile ID equipment or service, including any claimed violation of any person's civil rights except for injuries or damages caused by the negligence or willful misconduct of King County, its officers, or employees. The foregoing indemnity is specifically and expressly intended to constitute a waiver of AGENCY's immunity under Washington's Industrial Insurance act, RCW Title 51, as respect to King County only, and only to the extent necessary to provide King County with a full and complete indemnity of claims made by AGENCY employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them. In the event that any suit based upon such a claim, action, loss, or damage is brought against King County, AGENCY shall defend the same at its sole cost and expense; provided, that, King County retains the right to participate in said suit at its own expense if any principle of governmental or public law is involved; and if final judgment be rendered against King County and its officers, agents, and employees, or any of them, or jointly against King County and AGENCY and their respective officers, agents, and employees, or any of them, AGENCY shall satisfy the same.

C. King County assumes no responsibility for the payment of any compensation, fees, wages, benefits or taxes to or on behalf of AGENCY, its employees, contractors or others by reason of this Agreement.

D. AGENCY shall protect, indemnify and save harmless King County, its officers, agents and employees from any and all claims, costs and losses whatsoever occurring or resulting from (1) AGENCY's failure to pay any compensation, wage, fee, benefit or tax, and (2) the supplying to AGENCY of work, services, materials or supplies by AGENCY employees or agents or other contractors or suppliers in connection with or in support of performance of this Agreement.

E. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

VII. CHOICE OF LAW AND VENUE

This Agreement will be governed by the laws of the State of Washington, both as to interpretation and performance. Any action at law, suit in equity or other judicial proceeding for the enforcement of this Agreement may be instituted only in King County Superior Court.

VIII. DISPUTES

The Parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both Parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve the dispute under this section.

IX. NO THIRD PARTY BENEFICIARIES

There are no third party beneficiaries to this Agreement, and this Agreement shall not impart any rights enforceable by any person or entity that is not a party hereto.

X. ENTIRE AGREEMENT

No change or waiver of any provision of the Agreement shall be valid unless made in writing and executed in the same manner as this Agreement. Except as to modifications to Exhibits A & B, each Party shall approve any amendment to this Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous agreements, written or oral, between the Parties with respect to the subject matter hereof.

The parties to this Agreement have executed this Agreement as of the last date written below.

KING COUNTY REGIONAL AFIS	BENTON COUNTY SHERIFF'S OFFICE
Signature	Signature
Michael Leahy	Tom Croskrey
Printed Name of Person Signing	Printed Name of Person Signing
AFIS Manager	Sheriff
Title of Person Signing	Title of Person Signing
3/30/22	3/29/2022
Date Signed	Date Signed

EXHIBITS:
A: FP Equipment Requirements
B: Biometric Handheld Fingerprint Identification Policy

approve as to form: Ryan Lukson

EXHIBIT A

MOBILE ID REQUIREMENTS

I. TECHNICAL

AGENCY must provide the proper environment for the Mobile ID software, to include:

A. The Mobile Data Terminal (MDT) or patrol vehicle mounted laptop with Windows 10 64-bit (or newer) operating system with unique logon credentials for each user.

B. The coordination of AGENCY IT staff, when needed, to ensure networking and other technical requirements are met to utilize the system.

AGENCY must satisfy one of the following:

A. The patrol vehicle must be a physically secure location according to current Criminal Justice Information Services Security Policy, or;

B. The MDT/laptop must have multifactor authentication configured, with the second authentication done at Windows logon.

AGENCY shall report any Mobile ID issues to the Service Request Line (206-263-2777) or the AFIS IT mailbox (AFISITHelp@kingcounty.gov).

II. SECURITY

A. Roles and Responsibilities

AGENCY is responsible for establishing appropriate security control.

AGENCY shall provide security awareness briefing to all personnel who have access to the KCRA Mobile ID system.

B. Monitoring

All access attempts are logged and/or recorded and are subject to routine audit or review for detection of inappropriate or illegal activity.

C. Physical Security

AGENCY must assume responsibility for and enforce the system's security standards with regard to AGENCY and users it services. AGENCY must have adequate physical security to protect against any unauthorized access to Mobile ID at all times.

EXHIBIT B

BIOMETRIC HANDHELD FINGERPRINT IDENTIFICATION POLICY
King County Regional Automated Fingerprint Identification System (AFIS)

I. PURPOSE

To provide direction for the use of the biometric handheld fingerprint identification devices, more commonly known as a mobile identification device or Mobile ID. If an agency wishes to adopt its own or deviate from this policy, the agency must present its request to the Regional AFIS Manager.

II. PROGRAM

King County's regional AFIS program has initiated a Mobile ID project, involving the use of wireless remote fingerprint identification throughout the county. The project is designed to assist in identifying persons whose identities are in question. While the fingerprint verification process already exists in King County, Mobile ID moves this function to law enforcement first responders, resulting in a more timely identification process.

The system scans the fingerprints at the Mobile ID device and transmits wirelessly to the King County AFIS. If the fingerprints are in the AFIS database, a positive match returns the person's specific identifiers to the Mobile ID device or officer's mobile computer.

A simultaneous search may also be conducted to search Washington State Patrol's AFIS database and an FBI database known as the Repository for Individuals of Special Concern (RISC).

A. Only officers trained by AFIS program staff and operating under the guidelines of the Mobile ID project may use the device.

B. In the event that lack of usage by the assigned officer is a concern, the AFIS program will communicate with the agency and provide retraining and/or direct a reassignment of the device.

C. Any use of the device not consistent with this policy and/or law enforcement purposes may result in reassignment or forfeiture of the device, and/or a deactivation of access to the AFIS database. Additionally, any violation of the Mobile ID policy/procedure, or of federal or state law, may subject the officer to internal discipline by his/her agency.

III. PROCEDURE

The use or retention of any Mobile ID-collected data shall conform to federal and state laws. It must also conform to individual agency policy as well as the AFIS program procedure as follows:

A. An officer may use Mobile ID when there is probable cause to arrest a suspect.

B. An officer may use Mobile ID during a Terry Stop based upon reasonable suspicion. If a person provides a driver's license or other valid means of identification, or gives the officer a name that can be confirmed through a driver's license check, that form of identification should suffice without the use of Mobile ID. However, if there are articulable facts that give rise to reasonable suspicion regarding the accuracy of a person's identity, the officer may use Mobile ID to verify identity.

C. Absent probable cause or reasonable suspicion of criminal activity, a person may consent to an officer's request to use Mobile ID. However, the consent must be voluntary as defined by current Washington case law; i.e., the person must be informed that he/she has a right to refuse the officer's request.

EXHIBIT B

D. An officer may use Mobile ID as part of a community caretaking function to identify a person when:

   1. The person is unable to identify himself/herself because they are deceased, unconscious, physically injured, intoxicated (drugs or alcohol), or suffering from a mental illness or dementia (for instance, Alzheimer's walk-away patient); and

   2. The officer does not find any identification; and

   3. The officer takes the person into protective custody (for example, under RCW 70.96.120(2) (alcohol), RCW 71.05, 71.34 (mental health), or similar statutes, or to render aid such as having the person transported to the hospital, or to identify and protect an elderly dementia person who is lost.

E. Use of the device shall be documented in any report generated as a result of the contact. The officer must articulate the specific facts that support the basis for the use of Mobile ID and must state the voluntary compliance of the Mobile ID if used without arrest, probable cause, or reasonable suspicion.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 10, 2022
Subject:	Contract Amendment #1 w/ C.H. Johnson Consulting, Inc. for the Fairgrounds Feasibility Study & Master Plan
Presenter:	N/A
Prepared By:	P. Schut
Reviewed By:	R. Blain

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

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

Summary / Background Information

Per Resolution 2021-702, the Board of Benton County Commissioners entered into a contract with C.H. Johnson Consulting, Inc. to perform a feasibility study & master plan of the fairgrounds.

The first contract amendment is needed to extend the expiration date from May 31, 2022 to December 31, 2022, to allow more time to complete the feasibility study and master plan.

A Contract Amendment has been prepared, reviewed, and approved as to form by our departmental deputy prosecuting attorney and signed by C.H. Johnson Consulting, Inc.

Fiscal Impact

Amount: N/A

Fund: N/A

Recommendation

Approve Contract Amendment #1 with C.H. Johnson Consulting, Inc. to extend the expiration date from May 31, 2022 to December 31, 2022.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT WITH C.H. JOHNSON CONSULTING, INC. FOR THE FAIRGROUNDS FEASIBILITY STUDY & MASTER PLAN

WHEREAS, per Resolution 2021-702, the Board of Benton County Commissioners entered into a contract with C.H. Johnson Consulting, Inc. to perform a feasibility study & master plan of the fairgrounds; and

WHEREAS, the first contract amendment is needed to extend the expiration date from May 31, 2022 to December 31, 2022, to allow more time to complete the feasibility study and master plan; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners hereby agrees to sign the attached first amendment to the professional services contract with C.H. Johnson Consulting, Inc. to extend the contract expiration date from May 31, 2022 to December 31, 2022.

Dated this . . . . . day of . . . . . , 2022.

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: . . . . . .
Clerk of the Board

Orig.: File – Purchasing Department P. Schut
cc: Auditors; S.Godinez; C.H. Johnson Consulting, Inc.

DocuSign Envelope ID: 79A1B349-F552-4A77-8B04-7A367C6562F1

FIRST CONTRACT AMENDMENT

BENTON COUNTY
PROFESSIONAL SERVICES CONTRACT

THIS FIRST CONTRACT AMENDMENT (hereinafter "First Amendment") is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **C.H. JOHNSON CONSULTING, INC.**, a corporation organized under the laws of the State of Illinois, with its principal offices at 6 East Monroe Street, Suite 500, Chicago, Illinois, 60603 (hereinafter "CONTRACTOR").

WHEREAS, per Benton County Resolution No. 2021-702, the parties entered into a Professional Services Contract, beginning September 21, 2021, and ending May 31, 2022 (hereinafter the "CONTRACT"), whereby CONTRACTOR agreed to put together a Master Plan for the Benton County Fairgrounds; and

WHEREAS, this First Amendment is necessary to extend the Contract from May 31, 2022, to December 31, 2022; and

NOW THEREFORE, the parties agree that all provisions of the CONTRACT remain in full force and effect, except for the following amendments:

2. The term of this Contract shall begin on September 21, 2021, and shall expire on December 31, 2022. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

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DocuSign Envelope ID: 79A1B349-F552-4A77-8B04-7A367C6562F1

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

Dated:_____

FOR: BENTON COUNTY

Chairman

Approved as to Form

DocuSigned by:
Eric Andrews
B4F7673BB8A1486...

Eric Andrews, Civil Deputy Prosecuting Attorney

4/28/2022
Dated:_____

FOR: C.H. JOHNSON CONSULTING, INC

DocuSigned by:
Charles Johnson
9EA2FB8C6DCB4ED...

Signature

President

Title:

Charles Johnson

Print Name

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 10, 2022
Subject:	Contract Amendment #3 w/ Meier Architecture & Engineering for the design of a new shooting range at the Rattlesnake Mountain Shooting Facility
Presenter:	N/A
Prepared By:	P. Schut
Reviewed By:	R. Blain

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

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

Summary / Background Information

Per Resolution 2020-275, the Board of Benton County Commissioners entered into a contract with Meier Architecture & Engineering, Inc. to provide architectural and engineering services to design a new shooting facility at Rattlesnake Mountain Shooting Facility.

Per Resolution 2020-698, the Board of Benton County Commissioners approved a contract amendment with Meier Architecture & Engineering, Inc. to expand the scope of work to include designing a new highway entrance for a new shooting range.

Per Resolution 2021-467, the Board of Benton County Commissioners approved a contract amendment with Meier Architecture & Engineering, Inc. to extend the contract termination to June 30, 2022.

A third contract amendment is needed to extend the expiration date from June 30, 2022, to June 30, 2023, and increase the total dollar amount not to exceed from $58,500.00 to $59,000.00.

A Contract Amendment has been prepared, reviewed, and approved as to form by our departmental deputy prosecuting attorney and signed by Meier Architecture & Engineering, Inc.

Fiscal Impact

Amount: $500.00

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

Recommendation

Approve Contract Amendment #3 with Meier Architecture & Engineering to extend the expiration date from June 30, 2022 to June 30, 2023, and increase the total dollar amount to not exceed from $58,500.00 to $59,000.00

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE THIRD AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT WITH MEIER ARCHITECTURE & ENGINEERING, INC. FOR THE DESIGN OF THE SHOOTING RANGE AT RATTLESNAKE MOUNTAIN SHOOTING FACILITY

WHEREAS, per Resolution 2020-275, the Board of Benton County Commissioners entered into a contract with Meier Architecture & Engineering, Inc. to provide architectural and engineering services for the design of a new shooting range at Rattlesnake Mountain Shooting Facility; and

WHEREAS, per Resolution 2020-698, the Board of Benton County Commissioners approved a contract amendment with Meier Architecture & Engineeing, Inc. to expand the scope of work to include designing a new highway entrance for a new shooting range; and

WHEREAS, per Resolution 2021-467, the Board of Benton County Commissioners approved a contract amendment with Meier Architecture & Engineering, Inc. to extend the contract termination to June 30, 2022; and

WHEREAS, a third contract amendment is needed to extend the expiration date from June 30, 2022 to June 30, 2023 and increase the total dollar amount from $58,500.00 to $59,000.00; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners hereby agrees to sign the attached third amendment to the professional services contract with Meier Architecture & Engineering, Inc. to extend the contract expiration date from June 30, 2022 to June 30, 2023; and

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners hereby agrees to increase the total dollar amount to not exceed from $58,500.00 to $59,000.00 excluding W.S.S.T.

Dated this . . . . . day of . . . . . , 2022.

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: . . . . . .
Clerk of the Board

Orig.: File – Purchasing Department P. Schut
cc: Auditors; S.Godinez; Meier Architecture & Engineering, Inc.

DocuSign Envelope ID: 2E0EBCFF-6D6A-4A90-9716-34038BC07160

THIRD CONTRACT AMENDMENT

BENTON COUNTY
PROFESSIONAL SERVICES CONTRACT

THIS THIRD CONTRACT AMENDMENT (hereinafter "Third Amendment") is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **MEIER ARCHITECTURE & ENGINEERING, INC.**, a corporation organized under the laws of the State of Washington, with its principal offices at 12 W Kennewick Ave, Kennewick, WA 99336 (hereinafter "CONSULTANT").

WHEREAS, per Benton County Resolution No. 2020-275, the parties entered into a Professional Services Contract, beginning April 14, 2020, and ending June 30, 2021 (hereinafter the "CONTRACT"), whereby CONTRACTOR agreed to design a new shooting range at Rattlesnake Mountain Shooting Facility; and

WHEREAS, per Benton County Resolution No. 2020-698, signed on October 4, 2020, the parties agreed to the First Contract Amendment that expanded the scope of work to design a new driveway entrance and increase the contract amount from $55,000.00 to $58,500.00; and

WHEREAS, per Benton County Resolution No. 2021-467, signed on June 15, 2021, the parties agreed to the Second Contract Amendment that extended the Contract termination date to June 30, 2022; and

WHEREAS, this third Amendment is necessary to extend the Contract from June 30, 2022, to June 30, 2023 increase the contract amount from $58,500.00 to $59,000.00

NOW THEREFORE, the parties agree that all provisions of the CONTRACT remain in full force and effect, except for the following amendments:

2. The term of this Contract shall begin on April 14, 2020, and shall expire on June 30, 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.

5. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed Fifty-Nine Thousand Dollars and Zero Cents ($59,000.00), including W.S.S.T.

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

Dated:_____

FOR: BENTON COUNTY

Chairman

Approved as to Form

DocuSigned by:
Eric Andrews
B4F7673BB8A1486...

Eric Andrews, Civil Deputy Prosecuting Attorney

Dated: 4/20/2022

FOR: MEIER ARCHITECTURE & ENGINEERING, INC

DocuSigned by:
Gary D. Fleming
090701B5504B4A6...

Signature

Sr. Project Manager

Title:

Gary Fleming

Print Name

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0000101 DEPARTMENT NUMBER 121

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

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Dept, Auditor, File

prepared by: Katie Gillies

EXHIBIT "A"

BENTON COUNTY BUDGET ADJUSTMENT

Dept Name: Sheriff Patrol Dept Nbr: 121

Fund Name: Current Expense Fund Nbr: 0000101

TRANSFER FROM: **Dept. 12**1 TRANSFER TO: **Dept.** 121

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
521.210	1492	Deputy	$70,000	521.210	1925	Overtime	$120,000
521.210	1471	Deputy - HP	$50,000				
TOTAL			$120,000	TOTAL			$120,000

Explanation:

Moving Funds from deputy lines to cover current excess in overtime due to staffing shortages in 2021 and 2022, homicides, SWAT and SIU Investigations.

Prepared by: Katie Gillies Date: 4/28/22

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 10, 2022
Subject:	Public Hearing for Community Development Block Grant
Presenter:	Kyle Sullivan, Diana Young of Benton/Franklin Community Action Committee
Prepared By:	Deena Horton
Reviewed By:	Kyle Sullivan

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

Type of Agenda Item:

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

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

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

Summary / Background Information

Benton County is applying to the state Department of Commerce for funding assistance. It is necessary that certain conditions be met as part of the application requirements. Kyle Sullivan Manager of Benton County Department of Human Services is authorized to submit this application to the state of Washington on behalf of Benton County.

Benton-Franklin Community Action Connections is submitting quarterly reports which are acceptable to Benton and Franklin Counties Department of Human Services.

Benton County authorizes submission of this application to the state Department of Commerce to request $65,884.00 and any amended amounts to fund public service activities in coordination.

Fiscal Impact

Amount: Total grant amount of $65,884.00
Fund: 0108-101 Human Services Budget

Recommendation

Approve signing the resolution allowing Benton County Department of Human Services to close out last year's (2021) grant and apply for the upcoming 2022-23 grant.

Suggested Motion

Move to close out Contract # 20-62210-002 Community Development Block Grant (CDBG) Public Services Grant and applying for 2022-23 CDBG Public Services Grant between Washington State Department of Commerce, Local Government Division and Benton County.

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF CLOSING OUT CONTRACT NUMBER: 20-62210-002 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), PUBLIC SERVICES GRANT AND APPLYING FOR 2022-23 CDBG PUBLIC SERVICES GRANT BETWEEN WASHINGTON STATE DEPARTMENT OF COMMERCE, LOCAL GOVERNMENT DIVISION, AND BENTON COUNTY

WHEREAS, Washington State Department of Commerce would like to re-contract with Benton County to provide the Community Development Block Grant (CDBG), Public Services Grant; and

WHEREAS, Benton County will make $62,384.00 in CDBG Public Services Grant funds available to the grant subrecipient community action program, Benton-Franklin Community Action Connections; and

WHEREAS, these funds will result in new and increased CDBG eligible public services; and

WHEREAS, the county will receive up to $3,500.00 for eligible general administration costs; and

WHEREAS, the services will benefit approximately 133 persons and target limited clientele based on HUD's low- and moderate- income criteria for Benton and Franklin Counties; and

WHEREAS, the grant will exclusively benefit residents of non-entitlement areas for eligible costs incurred between July 1, 2022 and June 30, 2023; and

NOW, THEREFORE, BE IT RESOLVED, Benton County delegates Benton County Board of Commissioner Chairman Shon Small, Benton County Administrator Jerrod MacPherson, and Benton County Department of Human Services Manager Kyle Sullivan as the authorized Chief Administrative Official and authorized representatives to act in all official matters in connection with the 2022-23 application and Benton County's participation in the Washington State CDBG Program; and

BE IT FURTHER RESOLVED, that the Benton County Commissioners accepts the current 2021 grant expenditures and considered this grant closed.

Dated this.....day of ....., 2022

_____
Chairman of Board

_____
Member

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

Attest: _____
Clerk of the Board

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 10, 2022 **Memo Date:** April 22, 2022
Subject:	**Public Hearing** on File No. OA 2022-001 an amendment relating to BCC Title 11 zoning; Adding a Conditional Use Permit option for agricultural stands located on a parcel of land that is at least 2 acres in size but less than 20 acres in size.
Presenter:	Greg Wendt
Prepared By:	Greg Wendt
Reviewed By:	N/A

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

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

Summary / Background Information

The Benton County Zoning Ordinance currently allows an agricultural stand as a permitted use in Red Mountain Agricultural District (BCC 11.19.040(d)), provided the stand is located on a parcel of land of least 20 acres or more in size. An agricultural stand is defined in BCC 11.030.010(10) as a structure up to 1000 square feet in area used for the retail sale of agriculture products, excluding livestock, grown on the premises.

The applicant is requesting to amend the zoning text in the Red Mountain Agricultural District to allow agricultural stands as a *conditional use permit option* provided the stand would be located on a parcel at least two (2) acres in size but less than twenty (20) acres.

The proposal adds the following to 11.19.070- USES REQUIRING PERMITS--CONDITIONAL USE PERMIT REQUIRED:

(j) Agricultural stands, as defined under BCC 11.03.010(10), on a parcel at least two (2) acres in size but less than twenty (20) acres.

The application has been reviewed by Planning Staff, the Benton County Prosecuting Attorney's office and has received a positive recommendation from the Red Mountain AVA. The Planning Commission held a public hearing on April 12, 2022, and after taking testimony and discussion among the Commission members they voted unanimously to forward a recommendation for approval of the proposed amendments subject to five (5) Findings of Fact.

Fiscal Impact - None known at this time.

Recommendation

It is the recommendation of the Benton County Planning Division and the Planning Commission that Planning casefile application OA 2022-001, be approved with the suggested five (5) Findings of Fact.

Suggested Motion

I move that the Board of County Commissioners adopt the Planning Commission's Findings and Conclusions as our own and approve the application for the Ordinance Amendment as noted in Casefile CPA 2022-001 and authorize the Chairman to sign the Notice of Approval for the Comprehensive Plan Amendment.

EXHIBIT LIST FOR OA 2022-001/EA 2022-004
ORDINANCE AMENDMENT TO BCC 11.19-070

			DATED
Planning Commission Memo Exhibit List - April 12, 2022			
PCM 1 Includes:	PCM 1.1	Staff Report	March 28, 2022
	PCM 1.2	Vicinity Map of area affected by the Amendment	March 8, 2022
	PCM 1.3	Draft Ordinance	
	PCM 1.4	Ordinance Amendment Application	February 17, 2022
	PCM 1.5	Notice of Public Hearing	March 18, 2022
		SEPA INFORMATION	
	PCM 1.6	Environmental Checklist EA 2022-004	February 17, 2022
	PCM 1.7	Determination of Non Significance	March 8, 2022
	PCM 1.8	Notice of Intent to Adopt Ordinance	March 8, 2022
		COMMENTS	
	PCM 1.9	Benton County Fire Marshal	March 14, 2022
	PCM 1.10	Kennewick Irrigation District	March 16, 2022
Board of County Commissioners Memo Exhibit List - MAY 10, 2022			
BCCM Includes:	BCCM 1.1	Board of County Commissioners Agenda Sheet	April 22, 2022
	BCCM 1.2	Board of County Commissioners Resolution	April 22, 2022
	BCCM 1.3	Draft Ordinance	
	BCCM 1.4	Planning Commission Recommendation, FOF & Conclusions	April 12, 2022
	BCCM 1.5	BOCC Legal Notice	April 19, 2022

The Exhibit Numbers are found in the Top Right Hand Corner of each document.
PCM = Planning Commission Memo Exhibits
PCM = Planning Commission Memo Exhibits
BCCM = County Commissioner Memo Exhibits

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY PLANNING AN ORDINANCE RELATING TO ZONING AND THE RED MOUNTAIN AGRICULTURAL DISTRICT; AMENDING THE SECTION RELATING TO USES REQUIRING PERMITS-CONDITIONAL USE PERMITS REQUIRED; AND AMENDING ORDINANCE 611, SECTION 76 AND BCC 11.19.070.

WHEREAS the Benton County Planning Commission after conducting an open record hearing and review on April 12, 2022, has forwarded the proposed ordinance amendment to the Board of County Commissioners with a positive recommendation; and,

WHEREAS the Board did review the Planning Commission record, and staff recommendations, the testimony and the proposed ordinance; and,

WHEREAS the Planning Commission recommendation of approval is set forth in the Planning Commission's Recommendation, Findings of Fact and Conclusions that are found in File # OA 2022-001 in the Planning Division; and,

WHEREAS Notice of Open Record Hearing before the Board of County Commissioners was published in the Prosser Record Bulletin on April 27, 2022; and,

WHEREAS the Board of County Commissioners did conduct an open record hearing on Tuesday, May 10, 2022, at 9.00 a.m. in the Commissioners Meeting Room, Benton County Courthouse, Prosser Washington to consider the above proposed ordinance amendment to Ordinance 611, Section 76 and BCC 11.19.070 noted in Planning casefile OA 2022-001; and,

WHEREAS the Board of County Commissioners did adopt the Planning Commission's Findings of Fact and Conditions of Approval as their own (which are kept in File No. OA 2022-001 in the Planning Division records); and,

WHEREAS after consideration of the above-mentioned request and review of the Planning Commission record, staff analysis and memos, and all written and oral comments submitted at the public hearing, the Board of County Commissioners are satisfied that it appears to be in the best interest of the public to adopt Planning Application OA 2022-001, amendment to Ordinance 611, Section 76 and BCC 11.19.070 as noted in Planning casefile OA 2021-004; NOW THEREFORE,

BE IT RESOLVED that Ordinance No._____ an ordinance relating to zoning and the Red Mountain Agricultural District; amending the section relating to uses requiring permits-conditional use permits required; and amending Ordinance 611, Section 76 and BCC 11.19.070 is hereby adopted and will take effect and be in full force immediately upon its passage and adoption.

Dated this 10th day of May 2022.

_____
Chairman of the Board

_____
Member

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

Attest.....
Clerk of the Board

MLC

ORDINANCE NO._____

AN ORDINANCE relating to the red mountain agricultural district; amending the section relating to uses requiring permits-conditional use permits required; and amending Ordinance 611, Section 76 and BCC 11.19.070.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

SECTION 1. Ordinance 611, Section 76 and BCC 11.19.070 are hereby amended to read as follows:

USES REQUIRING PERMITS--CONDITIONAL USE PERMIT REQUIRED. The following uses may be permitted upon a single parcel of record in the Red Mountain Agricultural District if a conditional use permit is issued by the Hearing Examiner after notice and public hearing as provided by BCC 11.50.040:

(a) Facilities for treatment of industrial solid wastes with associated spray fields related to the on-site processing of agricultural products.

(b) Overnight lodging within a structure primarily used for processing of beer, wine, or spirits that meets the following criteria:

(1) The number of guest rooms may not exceed two (2); and,

(2) The area used for the guest rooms and associated with overnight lodging shall not exceed eight hundred square feet (800); and,

(3) The overnight lodging guest rooms shall meet Benton-Franklin Health District requirements for septic systems and domestic water usage shall be demonstrated; and,

(4) The overnight lodging guest rooms shall comply with all the applicable building code requirements.

(c) Events Facility on the same or adjoining parcel as a Winery/Brewery/Distillery, but not related to the operational and marketing of the business, such as weddings, receptions, and meetings/retreats shall be limited to not more than two hundred (200) guest or less, meet the following criteria as well as any other conditions required by the Hearings Examiner:

(1) The events facility shall be located, designed, and operated so as to not interfere with, and to support the continuation of, the overall agricultural use of the parcel;

(2) The events facility must be consistent with the size, scale, and intensity of the existing agricultural use of the parcel and the existing buildings thereon;

(3) The events facility, including any new buildings, parking or supportive uses associated therewith, shall be located within one thousand (1000) feet of the existing Winery/Brewery/Distillery structures and shall not otherwise convert more than one (1) acre of agricultural land to the use;

(4) The parcel and events facility shall comply with all requirements of the Benton County Building Department, the Benton County Fire Marshal, the Benton-Franklin Health District, and all other local, state, and federal regulations pertinent to the events facility being pursued. The requirements of or the permission granted by the Hearings

Examiner shall not be construed as an exemption from such regulations;

(5) Adequate off road parking, as determined by the Hearings Examiner, must be provided;

(6) Any waste created as a result of the event facility must be disposed of off-site in compliance with all local, state, and/or federal regulations.

(d) Non-agricultural accessory uses that promote or sustain the continuation of the agricultural uses of a parcel if the accessory uses meet the following criteria as well as any other conditions required by the Hearings Examiner:

(1) The non-agricultural accessory use shall be located, designed, and operated so as to not interfere with, and to support the continuation of, the overall agricultural use of the parcel;

(2) The non-agricultural accessory use must be consistent with the size, scale, and intensity of the existing agricultural use of the parcel and the existing buildings thereon;

(3) The parcel on which the non-agricultural accessory use is located meets one of the following:

(i) The parcel is no less than twenty (20) acres in size with eighty (80) percent of the acreage primarily committed to agricultural use and has produced gross income equivalent to two hundred (200) dollars or more per acre each year for three (3) of the five (5) calendar years preceding the date of application;

(ii) The parcel is currently enrolled in the County's Agricultural Open Space program pursuant to Chapter 84.34 RCW, as amended; or

(iii) The parcel is not less than one hundred (100) contiguous acres that has been in agricultural use for three (3) of the last five (5) years.

(4) The non-agricultural accessory use, including any new buildings, parking or supportive uses associated therewith, shall be located within one thousand (1000) feet of the nearest existing buildings or residential structures and shall not otherwise convert more than one (1) acre of agricultural land to non-agricultural uses;

(5) The non-agricultural accessory uses, including any storage space associated therewith, shall not collectively occupy more than fifteen thousand (15,000) square feet of building space;

(6) No more than three (3) vehicles marked to identify the non-agricultural accessory use(s) may be on the parcel at any time. No other on-site outside storage of vehicles, equipment and/or supplies is allowed in connection with the non-agricultural accessory use;

(7) No person may possess more than one valid permit at a time under this section and all non-agricultural accessory use permits issued under this section for any given parcel must be authorized in one permit;

(8) The parcel and non-agricultural accessory use owner

shall comply with all requirements of the Benton County Building Department, the Benton County Fire Marshal, the Benton-Franklin Health District, and all other local, state, and federal regulations pertinent to the non-agricultural accessory use being pursued. The requirements of or the permission granted by the Hearings Examiner shall not be construed as an exemption from such regulations;

(9) Adequate off road parking, as determined by the Hearings Examiner, must be provided;

(10) Any waste created as a result of the non-agricultural accessory use must be disposed of off-site in compliance with all local, state, and/or federal regulations.

(e) Commercial sand and gravel pits, and stone quarries and other mineral extraction.

(f) Agricultural research facility which conducts basic, applied, and/or developmental research of regional, national, or international concerns in the field of agriculture.

(g) Bed and Breakfast Facility, subject to the provisions in BCC 11.42.030.

(h) Agri-tourism accommodations.

(i) Winery/Brewery/Distillery facility, including sampling, tasting, and sales of the product, may occur on an adjacent parcel from the site where the fruit or other products are processed, if both parcels are under the same ownership.

(j) Agricultural stands, as defined under BCC 11.03.010(10), on a parcel at least two (2) acres in size but less than twenty (20) acres.

SECTION 2. Severability. If any provision of this Ordinance is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the Ordinance and the applicability thereof to other persons and circumstances shall not be affected thereby.

SECTION 3. Effective Date. This Ordinance shall take effect and be in full force upon its passage and adoption.

ADOPTED AND PASSED this _____ day of _____.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

Constituting the Board of
County Commissioners of
Benton County, Washington

Approved as to Form:

_____
Deputy Prosecuting Attorney

Attest: _____
Clerk of the Board

RECOMMENDATION OF THE BENTON COUNTY PLANNING COMMISSION

RE: In the Matter of County Planning: relating to an Ordinance Amendment to Benton County Zoning Regulations- Adding a Conditional Use Permit option for Agricultural Stands in the Red Mountain Zoning District.

Planning File #OA-2022-001
RECOMMENDATION,
FINDINGS OF FACT
AND CONCLUSIONS

RECOMMENDATION

AN ORDINANCE relating to zoning and the red mountain agricultural district; amending the section relating to uses requiring permits-conditional use permits required; and amending Ordinance 611, Section 76 and BCC 11.19.070.

RESOLUTION

WHEREAS, the legal notification for the open record public hearing was given pursuant to RCW 36.70.590 on March 18, 2022; and,

WHEREAS, an open record public hearing was held on April 12, 2022 at 6:00 p.m., in the Planning Annex, 1002 Dudley Avenue, Prosser, WA 99350;

WHEREAS, the Planning Commission was available to receive public testimony, exhibits, and answer questions in the public portion of the hearing with the public being able to attend and comment through video and telephonic access to the meeting. The meeting was also broadcast through streaming video to allow the public to view the meeting; and,

WHEREAS, the following members attended the meeting, including, Lloyd Coughlin, Marjorie Kaspar, Lorna Zaback, Odalys Lopez, and Martin Sheeran; and,

WHEREAS, all those who testified and those public hearing exhibits that were received into evidence are identified in the minutes for the hearing on April 12, 2022; and,

WHEREAS, the Planning Commission at the open record public hearing considered the evidence submitted and voted to recommend approval with the findings of fact as outlined in the staff memo dated March 28, 2022; and,

WHEREAS, the Planning Commission is entering its written findings of fact, conclusions and recommendations concerning this matter, and is forwarding the same to the Board of County Commissioners.

FINDINGS OF FACT

1. Planning Case File Application OA 2022-001 is found to be in conformance and consistent with the intent of the Benton County Comprehensive Plan. The proposal is consistent with the following:

   (a) Section 3.4.2.3 Red Mountain Agricultural District; and

   (b) Section 3.3.2.5 Agricultural Land Use Designation.

2. Planning Case File Application OA 2022-001 is found to be in conformance and consistent with the intent of the Benton County Zoning Code. The proposal is consistent with the following:

   (a) BCC 11.53 Amendments and Appeals, which includes the process to initiate and apply for a text amendment to the zoning regulations; and

   (b) BCC 11.19.010 Purpose of the Red Mountain Agricultural District; and

3. Planning Case File Application OA 2022-001 was submitted by email to the State of Washington's Department of Commerce on March 8, 2022 for review in compliance with WAC 365-196-630 (6).

4. The legal notification for Planning Casefile Application OA 2022-001 was given on March 18, 2022, pursuant to RCW 36.70.590.

5. Agricultural stands involve the retail sales of agricultural products and is a typical allowed or conditional use that is normally considered to be compatible with other agricultural uses in an agricultural zoning district.

N**OW, THEREFORE BE IT RESOLVED BY THE BENTON COUNTY PLANNING COMMISSION**, through its chairman as authorized by motion of the Board, that these findings of fact for the aforementioned Ordinance Amendment Application OA-2022-001 to amend amending the section relating to uses requiring permits-conditional use permits required; and amending Ordinance 611, Section 76 and BCC 11.19.070 be approved for transmittal to the Board of County Commissioners, with a recommendation to adopt the amendments.

4/12/2022

Martin Sheeran, Chairman DATE
BENTON COUNTY PLANNING COMMISSION

Community Development Department
Prosser Office: 620 Market Street, 1st Floor
Kennewick Office: 102206 East Wiser Parkway
www.co.benton.wa.us

Planning Division
(509) 786-5612
P.O. Box 910, Prosser, WA 99350
planning.department@co.benton.wa.us

NOTICE OF PUBLIC HEARING

NOTICE IS GIVEN that the following application will be considered by the Benton County Board of County Commissioners at a in person and virtual public hearing on Tuesday, May 10, 2022, at **9 a.m.** in the Commissioners' Hearing Room, Third Floor, Courthouse Prosser WA, 620 Market Street, Prosser, WA.

OA 2022-001 an ordinance relating to the Red Mountain Agricultural District; amending the section relating to uses requiring permits-conditional use permits required; and amending Ordinance 611, Section 76, and BCC 11.19.070 to allow agricultural stands as defined under BCC 11.03.010(10) on a parcel of at least two acres in size but less than twenty acres.

NOTICE IS FURTHER GIVEN that the proposed ordinance amendment has been reviewed under the requirements of the State Environmental Policy Act and a Determination of Non-Significance (DNS) was issued on March 8, 2022, and accordingly an Environmental Impact Statement was not required. Any comments regarding this determination and the environmental impacts of the proposal can be made at the Planning Commission Hearing as using the method noted below or in writing to the Benton County Planning Division by 3 p.m. on Monday May 10, 2022.

At this hearing, the Board of County Commissioners may approve, or disapprove the ordinance. Information concerning the applications can be obtained at the Benton County Planning Division, by calling 736-3086 (Tri-Cities) or 786-5612 (Prosser). All parties concerned may present any support or objections for the application. **Written testimony will need to be submitted to the Benton County Planning Division PO Box 910 Prosser, WA 99350 by 3 p.m. Monday May 10, 2022.**

Information concerning the amendment can be obtained at the Benton County Planning Division, by calling 736-3086 (Tri-Cities) or 786-5612 (Prosser) or on our website at www.tinyurl.com/BCPublicNotice..

Dated at Prosser, Washington on this 19th day of April 2022.

SHON SMALL, Chairman
BOARD OF COUNTY COMMISSIONERS

GREG WENDT, Director
COMMUNITY DEVELOPMENT DEPT.

PUBLISH ON: April 27, 2022

Community Development Department
Prosser Office: 620 Market Street, 1st Floor
Kennewick Office: 102206 East Wiser Parkway
www.co.benton.wa.us

Planning Division
(509) 786-5612
P.O. Box 910, Prosser, WA 99350
planning.department@co.benton.wa.us

PCM 1.1

STAFF REPORT TO THE
BENTON COUNTY PLANNING COMMISSION

FILE NO:	**OA 2022-001** (Ordinance Amendment to BCC 11.19.070 Red Mountain Agricultural Zoning- Adding a Conditional Use Permit option for agricultural stands located on at least 2 acres in size but less than 20 acres)
MEMO DATE:	March 28, 2022
HEARING DATE:	April 12, 2022
APPLICANT:	Stacey Gingras, 28206 N Sunset Road, Benton City, WA 99320
OWNER:	N/A
LOCATION:	Unincorporated Benton County- Red Mountain Zoning District
PROPERTY SIZE:	A parcel at least 2 acres in size but less than 20 acres.
AREA TO BE USED:	N/A
LAND USE:	Agricultural
COMP. PLAN:	Agricultural
ZONING:	Red Mountain Agricultural Zoning District
SUGGESTED STAFF RECOMMENDATION:	Positive recommendation subject to five findings of fact.

APPLICATION DESCRIPTION

Background:

The Benton County Zoning Ordinance currently allows an agricultural stand as a permitted use in Red Mountain Agricultural District (BCC 11.19.040(d)), provided the stand is located on a parcel of land of least 20 acres or more in size. An agricultural stand is defined in BCC 11.030.010(10) as a structure up to 1000 square feet in area used for the retail sale of agriculture products, excluding livestock, grown on the premises.

Application:

The applicant is requesting to amend the zoning text in the Red Mountain Agricultural District to allow agricultural stands as a *conditional use permit option* provided the stand would be located on a parcel at least two (2) acres in size but less than twenty (20) acres.

The proposal adds the following to 11.19.070- USES REQUIRING PERMITS--CONDITIONAL USE PERMIT REQUIRED:

(j) Agricultural stands, as defined under BCC 11.03.010(10), on a parcel at least two (2) acres in size but less than twenty (20) acres.

The application has been reviewed by Planning Staff and the Benton County Prosecuting Attorney's office.

PUBLIC NOTICE

1. A Notice of Public Hearing was published in the Prosser Record Bulletin on March 23, 2022 and was put on the County's website on March 18, 2021.

APPLICABLE STANDARDS/ORDINANCES

1. Comprehensive Plan: Benton County Comprehensive Plan.

2. Zoning Code: Benton County Code, Title 11, Zoning.

AGENCY COMMENTS

None.

RECOMMENDATION

Benton County Planning Staff will assist the Planning Commission with the determination of findings of fact for - File OA 2022-001.

The Benton County Planning Division recommends that the Planning Commission forward a **recommendation of approval** to the Benton County Board of Commissioners for application OA 2022-001 with the following suggested findings of fact and motion.

SUGGESTED FINDINGS OF FACT:

1. Planning Case File Application OA 2022-001 is found to be in conformance and consistent with the intent of the Benton County Comprehensive Plan. The proposal is consistent with the following:

   (a) Section 3.4.2.3 Red Mountain Agricultural District; and

   (b) Section 3.3.2.5 Agricultural Land Use Designation.

2. Planning Case File Application OA 2022-001 is found to be in conformance and consistent with the intent of the Benton County Zoning Code. The proposal is consistent with the following:

(a) BCC 11.53 Amendments and Appeals, which includes the process to initiate and apply for a text amendment to the zoning regulations and,

(b) BCC 11.19.010 Purpose of the Red Mountain Agricultural District; and

3. Planning Case File Application OA 2022-001 was submitted by email to the State of Washington's Department of Commerce on March 8, 2022, for review in compliance with WAC 365-196-630 (6).

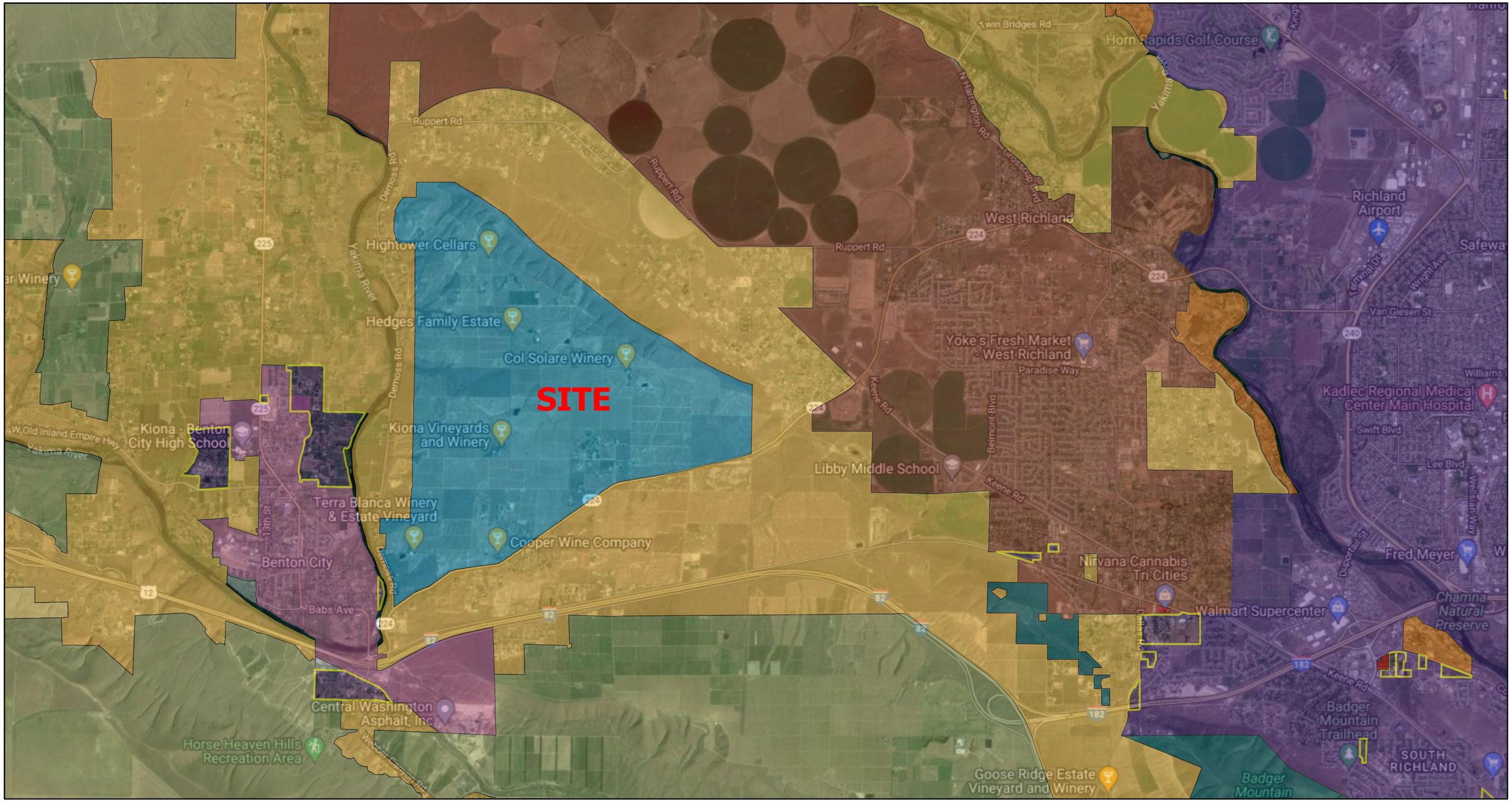
4. The legal notification for Planning Casefile Application OA 2022-001 was given on March 23, 2022, pursuant to RCW 36.70.590.

5. Agricultural stands involve the retail sales of agricultural products and is a typical allowed or conditional use that is normally considered to be compatible with other agricultural uses in an agricultural zoning district.

SUGGESTED MOTION-
I move that the Chairman, in conjunction with the Secretary of the Planning Commission, prepare and adopt written findings and conclusions reflecting the Commission's recommendation for approval of the proposed zoning amendment, modifying Ordinance 611, Section 76 and BCC 11.19.070 as noted in Casefile OA 2022-001, that articulate and are consistent with the findings, conclusions and recommendations made by the Planning Commission tonight.

EA 2022-004/OA 2022-001 Vicinity Map

PCM 1.2



3/8/2022, 8:48:58 AM

Zoning

- GENERAL COMMERCIAL
- GMA AG
- LIGHT INDUSTRIAL
- PARK DISTRICT
- RED MOUNTAIN AG
- RL-1
- RL-20
- RL-5
- UGAR

City Limits

- Benton City
- Richland
- West Richland

Benton County Planning
Google Inc |

ORDINANCE NO._____

AN ORDINANCE relating to the red mountain agricultural district; amending the section relating to uses requiring permits-conditional use permits required; and amending Ordinance 611, Section 76 and BCC 11.19.070.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

SECTION 1. Ordinance 611, Section 76 and BCC 11.19.070 are hereby amended to read as follows:

USES REQUIRING PERMITS--CONDITIONAL USE PERMIT REQUIRED. The following uses may be permitted upon a single parcel of record in the Red Mountain Agricultural District if a conditional use permit is issued by the Hearing Examiner after notice and public hearing as provided by BCC 11.50.040:

(a) Facilities for treatment of industrial solid wastes with associated spray fields related to the on-site processing of agricultural products.

(b) Overnight lodging within a structure primarily used for processing of beer, wine, or spirits that meets the following criteria:

(1) The number of guest rooms may not exceed two (2); and,

(2) The area used for the guest rooms and associated with overnight lodging shall not exceed eight hundred square feet (800); and,

(3) The overnight lodging guest rooms shall meet Benton-Franklin Health District requirements for septic systems and domestic water usage shall be demonstrated; and,

(4) The overnight lodging guest rooms shall comply with all the applicable building code requirements.

(c) Events Facility on the same or adjoining parcel as a Winery/Brewery/Distillery, but not related to the operational and marketing of the business, such as weddings, receptions, and meetings/retreats shall be limited to not more than two hundred (200) guest or less, meet the following criteria as well as any other conditions required by the Hearings Examiner:

(1) The events facility shall be located, designed, and operated so as to not interfere with, and to support the continuation of, the overall agricultural use of the parcel;

(2) The events facility must be consistent with the size, scale, and intensity of the existing agricultural use of the parcel and the existing buildings thereon;

(3) The events facility, including any new buildings, parking or supportive uses associated therewith, shall be located within one thousand (1000) feet of the existing Winery/Brewery/Distillery structures and shall not otherwise convert more than one (1) acre of agricultural land to the use;

(4) The parcel and events facility shall comply with all requirements of the Benton County Building Department, the Benton County Fire Marshal, the Benton-Franklin Health District, and all other local, state, and federal regulations pertinent to the events facility being pursued. The requirements of or the permission granted by the Hearings

Examiner shall not be construed as an exemption from such regulations;

(5) Adequate off road parking, as determined by the Hearings Examiner, must be provided;

(6) Any waste created as a result of the event facility must be disposed of off-site in compliance with all local, state, and/or federal regulations.

(d) Non-agricultural accessory uses that promote or sustain the continuation of the agricultural uses of a parcel if the accessory uses meet the following criteria as well as any other conditions required by the Hearings Examiner:

(1) The non-agricultural accessory use shall be located, designed, and operated so as to not interfere with, and to support the continuation of, the overall agricultural use of the parcel;

(2) The non-agricultural accessory use must be consistent with the size, scale, and intensity of the existing agricultural use of the parcel and the existing buildings thereon;

(3) The parcel on which the non-agricultural accessory use is located meets one of the following:

(i) The parcel is no less than twenty (20) acres in size with eighty (80) percent of the acreage primarily committed to agricultural use and has produced gross income equivalent to two hundred (200) dollars or more per acre each year for three (3) of the five (5) calendar years preceding the date of application;

(ii) The parcel is currently enrolled in the County's Agricultural Open Space program pursuant to Chapter 84.34 RCW, as amended; or

(iii) The parcel is not less than one hundred (100) contiguous acres that has been in agricultural use for three (3) of the last five (5) years.

(4) The non-agricultural accessory use, including any new buildings, parking or supportive uses associated therewith, shall be located within one thousand (1000) feet of the nearest existing buildings or residential structures and shall not otherwise convert more than one (1) acre of agricultural land to non-agricultural uses;

(5) The non-agricultural accessory uses, including any storage space associated therewith, shall not collectively occupy more than fifteen thousand (15,000) square feet of building space;

(6) No more than three (3) vehicles marked to identify the non-agricultural accessory use(s) may be on the parcel at any time. No other on-site outside storage of vehicles, equipment and/or supplies is allowed in connection with the non-agricultural accessory use;

(7) No person may possess more than one valid permit at a time under this section and all non-agricultural accessory use permits issued under this section for any given parcel must be authorized in one permit;

(8) The parcel and non-agricultural accessory use owner

shall comply with all requirements of the Benton County Building Department, the Benton County Fire Marshal, the Benton-Franklin Health District, and all other local, state, and federal regulations pertinent to the non-agricultural accessory use being pursued. The requirements of or the permission granted by the Hearings Examiner shall not be construed as an exemption from such regulations;

(9) Adequate off road parking, as determined by the Hearings Examiner, must be provided;

(10) Any waste created as a result of the non-agricultural accessory use must be disposed of off-site in compliance with all local, state, and/or federal regulations.

(e) Commercial sand and gravel pits, and stone quarries and other mineral extraction.

(f) Agricultural research facility which conducts basic, applied, and/or developmental research of regional, national, or international concerns in the field of agriculture.

(g) Bed and Breakfast Facility, subject to the provisions in BCC 11.42.030.

(h) Agri-tourism accommodations.

(i) Winery/Brewery/Distillery facility, including sampling, tasting, and sales of the product, may occur on an adjacent parcel from the site where the fruit or other products are processed, if both parcels are under the same ownership.

(j) Agricultural stands, as defined under BCC 11.03.010(10), on a parcel at least two (2) acres in size but less than twenty (20) acres.

SECTION 2. Severability. If any provision of this Ordinance is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the Ordinance and the applicability thereof to other persons and circumstances shall not be affected thereby.

SECTION 3. Effective Date. This Ordinance shall take effect and be in full force upon its passage and adoption.

ADOPTED AND PASSED this _____ day of _____.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

Constituting the Board of
County Commissioners of
Benton County, Washington

Approved as to Form:

_____
Deputy Prosecuting Attorney

Attest: _____
Clerk of the Board

PCM 1.4

Planning Department
P.O. Box 910
Prosser, WA 99350

Phone (509) 786-5612
planning.department@co.benton.wa.us
co.benton.wa.us

RECEIVED
FEB 17 2022
Benton Co. Planning Dept.

ORDINANCE AMENDMENT APPLICATION

OA 2022-001

Applicant Information

Please check the box indicating primary contact person for this application

Applicant/Agent: Stacey Gingras

Mailing Address: 38206 N Sunset Rd

City: Benton City State: WA ZIP: 99320

Phone: 509-942-8926 Work:

Email Address: buggirlsgarden@gmail.com

Signature: Stacey Gingras Date: 2/17/2022

Requested Amendment:

Which section of the Benton County Code is requested amendment for?

BCC 11.19.070 Use requiring permits-conditional use permit required.

What is the requested change/wording being proposed?

The following addition to BCC 11.19.070 Use requiring permits-conditional use permit required:

(j) Agricultural stands, as defined under BCC 11.03.010(10), on parcel of land at least two (2) acres in size.

What are the unique characteristics/circumstances that necessitate the proposed changes?

The Red Mountain Agricultural District supports and carries out the directive of the Red Mountain AVA Master Site Plan, including the promotion of agritourism through agricultural uses. The inclusion of having an option of allowing agricultural stands on smaller parcel sizes through a CUP process would further promote agriculture and agritourism in the region.

List any hardships that may result in the event the ordinance amendment is not granted:

Due to many existing parcels which do not meet the minimum 20 acre lot size, if this amendment is not granted it would limit a number of parcels for further promoting agriculture and agritourism in the region and would be an economic hardship on property owners.

List the manner in which the proposed ordinance amendment conforms to the existing patterns in adjacent zones:

Agricultural stands are an allowable use in the RL-5 (BCC 1.11.030) and the GMA Agricultural Districts (BCC 11.17.040) on parcels of any size. Agricultural stands are also an allowable use in the Red Mountain Agricultural District on parcels of 20 acres or greater. This amendment would be consistent with adjacent ~~zoning districts.~~

Explain how the proposed amendment would be in conformance with the intent of the Comprehensive Plan.

The proposed amendment would expand the promotion and protection of agriculture on smaller parcel sizes, the promotion and protection of agriculture is a mandate of the Growth Management Act and the Benton County Comprehensive Plan.

Identify the impacts on the environment and public safety:

None, any environmental or public saftey issues (if any) would be addressed during the CUP or building permit procceses.

If this is an amendment to BCC Title 11, explain how the change would represent a better use of the land

This would enable parcels 2 acres or greater to better utiltize their land for the promotion of agricultural activities.

List any beneficial or adverse effects the proposed ordinance amendment would have on the adjacent or surrounding zones:

Benifical impacts would include the promotion of agritourism for surrounding zoning districts and does not have any known adverse impacts.

PLEASE NOTE THAT A NON-REFUNDABLE APPLICATION FEE OF $700 MUST ACCOMPANY THE APPLICATION

ALSO NOTE THAT AN ENVIRONMENTAL CHECKLIST MUST BE SUBMITTED ALONG WITH THE ORDINANCE APPLICATION ALONG WITH THE NON-REFUNDABLE FEE OF $300.00

Any information submitted to the Benton County Planning Department is subject to public records disclosure law for the State of Washington (RCW Chapter 42.17) and all other applicable law that may require the release of the documents to the public.

RED MOUNTAIN
AVA ALLIANCE

Red Mountain AVA Alliance
P.O. Box 850
Benton City, WA 99850

August 19, 2021

Benton County Community Development Department
Planning Division
Benton County Public Services Office
102206 E Wiser Parkway
Kennewick, WA 99338

Re: Support of Red Mountain Agricultural District Ordinance Amendment Application

To Whom It May Concern,

On behalf of the Red Mountain AVA Alliance, I am writing to offer our support of Craig & Stacey Huff 's Ordinance Amendment Application to allow agricultural stands on parcels of at least two acres with a conditional use permit. Specifically, the Alliance Board of Directors voted its approval of the amendment of the RMAD (BCC 11.19.070 conditional uses) to allow agricultural stands, as defined under BCC 11.03.010 (10), on a parcel of at least two (2) acres or more with a conditional use permit.

The addition of ancillary businesses such as the farm stand proposed by the Huff's will be a benefit to our region.

The Red Mountain AVA Alliance is happy to offer our full support along with the Huffs Ordinance Amendment Application.

Sincerely,

Alicia Brown

Alicia Brown
Executive Director
Red Mountain AVA Alliance

Community Development Department
Prosser Office: 620 Market Street, 1st Floor
Kennewick Office: 102206 East Wiser Parkway
www.co.benton.wa.us

Planning Division
(509) 786-5612
P.O. Box 910, Prosser, WA 99350
planning.department@co.benton.wa.us

PCM 1.5

NOTICE OF OPEN RECORD HEARING

NOTICE IS GIVEN that the following application will be considered by the Benton County Planning Commission at a in person and virtual public hearing on Tuesday, April 12, 2022, at **6 p.m** in the Planning Hearing Room, First Floor, Courthouse Prosser WA, 620 Market Street, Prosser, WA.

In an effort to continue to provide public access to the Planning Commission meetings, Benton County will be **providing both in person, telephonic and video access for the public** to view and provide testimony at the Planning Commission meetings. **A map to the meeting room is posted on our website at the link below.** If you choose to join the meeting telephonically, we ask that you please limit background noise or mute your line to prevent any unnecessary interruption to the meeting. To find information on virtual attendance options, including streaming video, WebEx video conferencing and telephone, please visit www.tinyurl.com/BCPublicNotice.

OA 2022-001 an ordinance relating to the Red Mountain Agricultural District; amending the section relating to uses requiring permits-conditional use permits required; and amending Ordinance 611, Section 76, and BCC 11.19.070 to allow agricultural stands as defined under BCC 11.03.010(10) on a parcel of at least two acres in size but less than twenty acres.

NOTICE IS FURTHER GIVEN that the proposed ordinance amendment has been reviewed under the requirements of the State Environmental Policy Act and a Determination of Non-Significance (DNS) was issued on March 8, 2022, and accordingly an Environmental Impact Statement was not required. Any comments regarding this determination and the environmental impacts of the proposal can be made at the Planning Commission Hearing as using the method noted below or in writing to the Benton County Planning Division by 5 p.m. on Monday April 11, 2022.

At this hearing, the Planning Commission may recommend approval, conditional approval, or disapproval of the applications to the Benton County Board of Commissioners. All parties concerned may present any support or objections for the application per the phone in instructions above. Information concerning the applications can be obtained at the Benton County Planning Division, by calling 736-3086 (Tri-Cities) or 786-5612 (Prosser).

Dated at Prosser, Washington on this 18th day of March 2022.

Martin Sheeran, Chairman
BENTON COUNTY PLANNING COMMISSION

Michelle Cooke, Planning Manager
BENTON COUNTY PLANNING DIVISION

PUBLISH ON: March 23, 2022

Community Development Department
Prosser Office: 620 Market Street, 1st Floor
Kennewick Office: 102206 East Wiser Parkway
www.co.benton.wa.us

Planning Division
(509) 786-5612
P.O. Box 910, Prosser, WA 99350
planning.department@co.benton.wa.us

PCM 1.7

DETERMINATION OF NON-SIGNIFICANCE

Proponent: Stacy Gingras/Craig Huff
38206 N. Sunset Road
Benton City WA 99320

File No. EA 2022-004

Project Description: Benton County is amending its development regulations for the Red Mountain Agricultural District (RMAD) relating to uses requiring permits-conditional use permits to add language to BCC 11.109.070 allowing agricultural stands as defined under BCC 11.03.010(10) on a parcel of at least two acres in size but less than twenty acres.

Project Location: Red Mountain Agricultural District
Jurisdiction: Benton County, Washington
Lead Agency: Benton County Community Development Dept. - Planning Division

Threshold Determination: The lead agency for this proposal has determined that it will not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). The decision was made after review of a completed environmental checklist and other information on file with the lead agency. The environment threshold determination is based on an analysis of information contained in the following documents or the applicable regulations and restrictions of various agencies:

1. Benton County, BCC Title 6.35 Environmental Policy (SEPA);
2. Benton County, BCC Title 11, Zoning;
3. Benton County Comprehensive Plan;
4. Benton County, BCC Title 3 Building Code, Fire Code, and Road Standards;
5. Regulations of the Washington State Department of Fish and Wildlife, Department of Transportation, Department of Ecology, Department of Natural Resources and Department of Archaeology and Historic Preservation; and

This DNS is issued under WAC197-11-340(2); the lead agency will not act on this proposal for 14 days from the date below. Comments must be submitted by **March 22, 2022**.

SEPA Responsible Official: Michelle Cooke, Planning Manager
Position/Title: Benton County Community Development Dept.
Mailing Address: P.O. Box 910, Prosser WA 99350

Date**: March 8, 2022** Signature _____
Greg Wendt, Director

DISTRIBUTION:
Applicant
News Media (Encl. map or plot plan)
Benton County Building Office
Dept. of Natural Resources-Olympia
Dept. of Natural Resources -Ellensburg
Benton Clean Air Authority
Bureau of Reclamation
Benton County Public Works
City of Benton City
City of West Richland
Benton-Franklin Dist. Health Dept.
Kennewick Irrigation District
Department of Transportation
Port of Benton
Port of Kennewick
Washington State Department of Health
Department of Ecology
Corps of Engineers
Yakama Indian Nation
Fire District 2
Fire District 4
Benton County Fire Marshal
Tom Price, Environmental Review Inc.
Dept. of Agriculture
Conf. Tribes of the Umatilla Indian Reservation
Bureau of Land Management
Department of Fish and Wildlife
Office of Arch. & Historic Preservation
Futurewise
Dept. of Commerce

PCM 1.6

Planning Department
(509) 786-5612
P.O. Box 910
Prosser, WA 99350

www.co.benton.wa.us
planning.department@co.benton.wa.us
Prosser Office: 620 Market Street, 1st Floor
Kennewick Office: 102206 East Wiser Parkway

RECEIVED
FEB 17 2022
Benton Co. Planning Dept.

SEPA ENVIRONMENTAL CHECKLIST

File No. EA 2022-004

A. BACKGROUND

1. Name of proposed project, if applicable: Ordinance Amendment- Red Mountain Zoning District

2. Name of applicant: Stacey Gingras/Craig Huff

3. Address and phone number of applicant and contact person: 38206 N Sunset Road, Benton City, WA 99320

4. Date checklist prepared: 2/17/2022

5. Agency requesting checklist: Benton County Community Development

6. Proposed timing or schedule (including phasing, if applicable): Spring/Summer 2022

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.
A conditional use permit will be applied for, upon approval of the ordinance amendment.

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal. None

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain. None

10. List any government approvals or permits that will be needed for your proposal, if known.
Benton County Commissioners approval of the ordinance amendment (text amendment to zoning code) is required.

11. Give a brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page.
Proposal is to add a conditional use permit option to the Red Mountain Agricultural Zoning District.
Currently an agricultural stand, located on 20 acres or more, is an allowable use outright in the zone. The
application is to add a conditional use permit option for the following: (j) Agricultural stands, as defined under BCC 11.03.010(10), on a parcel of atleast two (2) acres or more.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist. Red Mountain Agricultural Zoning District.

B. ENVIRONMENTAL ELEMENTS

1. Earth

a. General description of the site (circle one):

Flat Rolling Hilly Steep Slopes Mountainous

Other N/A- the proposal is not site specific. Proposal amends the zoning text only.

b. What is the steepest slope on the site (approximate percent slope)? N/A- the proposal is not site specific. Proposal amends the zoning text only.

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.

N/A- the proposal is not site specific. Proposal amends the zoning text only.

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

N/A- the proposal is not site specific. Proposal amends the zoning text only.

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill. N/A- the proposal is not site specific. Proposal amends the zoning text only.

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

N/A- the proposal is not site specific. Proposal amends the zoning text only.

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? N/A- the proposal is not site specific. Proposal amends the zoning text only.

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:

N/A- the proposal is not site specific. Proposal amends the zoning text only.

2. Air

a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known. N/A- the proposal is not site specific. Proposal amends the zoning text only.

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.
N/A- the proposal is not site specific. Proposal amends the zoning text only.

c. Proposed measures to reduce or control emissions or other impacts to air, if any: N/A- the proposal is not site specific. Proposal amends the z

3. Water

a. Surface Water:

1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into. N/A- the proposal is not site specific. Proposal amends the zoning text only.

2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters?
If yes, please describe and attach available plans. N/A- the proposal is not site specific. Proposal amends the zoning text only.

3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.
N/A- the proposal is not site specific. Proposal amends the zoning text only.

4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known. N/A- the proposal is not site specific. Proposal amends the zoning text only.

5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan. N/A- the proposal is not site specific. Pr

6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge. N/A- the proposal is not site specific. Proposal amends the zoning text only.

b. Ground Water:

1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.
N/A- the proposal is not site specific. Proposal amends the zoning text only.

2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals…; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.
N/A- the proposal is not site specific. Proposal amends the zoning text only.

c. Water runoff (including stormwater):

1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe. N/A- the proposal is not site specific. Proposal amends the zoning text only.

2) Could waste materials enter ground or surface waters? If so, generally describe.

N/A- the proposal is not site specific. Proposal amends the zoning text only.

3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

N/A- the proposal is not site specific. Proposal amends the zoning text only.

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any: N/A- the proposal is not site specific. Proposal amends the zoning text only.

4. Plants

a. Check the types of vegetation found on the site:

____ Deciduous tree *(alder, maple, aspen, other)*
____ Evergreen tree *(fir, cedar, pine, other)*
____ Shrubs
____ Grass
____ Pasture
____ Crop or grain
____ Orchards, vineyards or other permanent crops
____ Wet soil plants *(cattail, buttercup, bullrush, skunk cabbage, other)*
____ Water plants *(water lily, eelgrass, milfoil, other)*
____ Other types of vegetation

b. What kind and amount of vegetation will be removed or altered? N/A- the proposal is not site specific. Proposal amends the zoning text only.

c. List threatened and endangered species known to be on or near the site. N/A- the proposal is not site specific. Proposal amends the zoning text only.

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any: N/A- the proposal is not site specific. Proposal amends the zoning text only.

e. List all noxious weeds and invasive species known to be on or near the site. N/A- the proposal is not site specific. Proposal amends the zoning text only.

5. Animals

a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site. Examples include: birds: hawk, heron, eagle, songbirds, other; mammals: deer, bear, elk, beaver, other; fish: bass, salmon, trout, herring, shellfish, other.

N/A- the proposal is not site specific. Proposal amends the zoning text only.

b. List any threatened and endangered species known to be on or near the site.

N/A- the proposal is not site specific. Proposal amends the zoning text only.

c. Is the site part of a migration route? If so, explain.

N/A- the proposal is not site specific. Proposal amends the zoning text only.

d. Proposed measures to preserve or enhance wildlife, if any:

N/A- the proposal is not site specific. Proposal amends the zoning text only.

e. List any invasive animal species known to be on or near the site.

N/A- the proposal is not site specific. Proposal amends the zoning text only.

6. Energy and Natural Resources

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

N/A- the proposal is not site specific. Proposal amends the zoning text only.

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

N/A- the proposal is not site specific. Proposal amends the zoning text only.

c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:

N/A- the proposal is not site specific. Proposal amends the zoning text only.

7. Environmental Health

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe.

N/A- the proposal is not site specific. Proposal amends the zoning text only.

1) Describe any known or possible contamination at the site from present or past uses.

N/A- the proposal is not site specific. Proposal amends the zoning text only.

2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project

area and in the vicinity.

N/A- the proposal is not site specific. Proposal amends the zoning text only.

3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

N/A- the proposal is not site specific. Proposal amends the zoning text only.

4) Describe special emergency services that might be required.

N/A- the proposal is not site specific. Proposal amends the zoning text only.

5) Proposed measures to reduce or control environmental health hazards, if any:

N/A- the proposal is not site specific. Proposal amends the zoning text only.

b. Noise

1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

N/A- the proposal is not site specific. Proposal amends the zoning text only.

2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

N/A- the proposal is not site specific. Proposal amends the zoning text only.

3) Proposed measures to reduce or control noise impacts, if any:

N/A- the proposal is not site specific. Proposal amends the zoning text only.

8. Land and Shoreline Use

a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.

The ordinance amendment impacts those lands in the Red Mountain Agricultural Zoning District.

b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use? T

The affected zoning district includes farmlands. The proposal is not site specific at this time and only affects the zoning text.

1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how: N/A- the proposal is not site specific. Proposal amends the zoning text only.

c. Describe any structures on the site. N/A- the proposal is not site specific. Proposal amends the zoning text only.

d. Will any structures be demolished? If so, what? N/A- the proposal is not site specific. Proposal amends the zoning text only.

e. What is the current zoning classification of the site? The amendment focuses on the Red Mountain Agricultural Zoning District

f. What is the current comprehensive plan designation of the site? Growth Management Act Agricultural

g. If applicable, what is the current shoreline master program designation of the site?
N/A- the proposal is not site specific. Proposal amends the zoning text only.

h. Has any part of the site been classified as a critical area by the city or county? If so, specify.
N/A- the proposal is not site specific. Proposal amends the zoning text only.

i. Approximately how many people would reside or work in the completed project?
N/A- the proposal is not site specific. Proposal amends the zoning text only.

j. Approximately how many people would the completed project displace?
N/A- the proposal is not site specific. Proposal amends the zoning text only.

k. Proposed measures to avoid or reduce displacement impacts, if any:
N/A- the proposal is not site specific. Proposal amends the zoning text only.

l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any: The proposed text change is consistent and compatible with other uses in the zoning district.

m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any: N/A- the proposal is not site specific. Proposal amends the zoning text only.

9. Housing

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low income housing. N/A- the proposal is not site specific. Proposal amends the zoning text only.

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low income housing. N/A- the proposal is not site specific. Proposal amends the zoning text only.

c. Proposed measures to reduce or control housing impacts, if any:
N/A- the proposal is not site specific. Proposal amends the zoning text only.

10. Aesthetics

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed? N/A- the proposal is not site specific. Proposal amends the zoning text only.

b. What views in the immediate vicinity would be altered or obstructed? N/A- the proposal is not site specific. Proposal amends the zoning text only.

c. Proposed measures to reduce or control aesthetic impacts, if any: N/A- the proposal is not site specific. Proposal amends the zoning text only.

11. Light and Glare

a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

N/A- the proposal is not site specific. Proposal amends the zoning text only.

b. Could light or glare from the finished project be a safety hazard or interfere with views? N/A- the proposal is not site specific. Proposal amends the zoning text only.

c. What existing off-site sources of light or glare may affect your proposal? N/A- the proposal is not site specific. Proposal amends the zoning text only.

d. Proposed measures to reduce or control light and glare impacts, if any: N/A- the proposal is not site specific. Proposal amends the zoning text only.

12. Recreation

a. What designated and informal recreational opportunities are in the immediate vicinity? N/A- the proposal is not site specific. Proposal amends the zoning text only.

b. Would the proposed project displace any existing recreational uses? If so, describe. N/A- the proposal is not site specific. Proposal amends the zoning text only.

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any: N/A- the proposal is not site specific. Proposal amends the zoning text only.

13. Historic and cultural preservation

a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers ? If so, specifically describe. N/A- the proposal is not site specific. Proposal amends the zoning text only.

b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources. N/A- the proposal is not site specific. Proposal amends the zoning text only.

c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc. N/A- the proposal is not site specific. Proposal amends the zoning text only.

d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required. N/A- the proposal is not site specific. Proposal amends the zoning text only.

14. Transportation

a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any. N/A- the proposal is not site specific. Proposal amends the zoning text only.

b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop? The Red Mountain zoning district is not served by public transit. The proposal is not site specific. Proposal amends the zoning text only.

c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate? N/A- the proposal is not site specific. Proposal amends the zoning text only.

d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private). N/A- the proposal is not site specific. Proposal amends the zoning text only.

e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe. N/A- the proposal is not site specific. Proposal amends the zoning text only.

f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as

commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates? N/A- the proposal is not site specific. Proposal amends the zoning text only.

g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe. N/A- the proposal is not site specific. Proposal amends the zoning text only.

h. Proposed measures to reduce or control transportation impacts, if any:

N/A- the proposal is not site specific. Proposal amends the zoning text only.

15. Public Services

a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.

N/A- the proposal is not site specific. Proposal amends the zoning text only.

b. Proposed measures to reduce or control direct impacts on public services, if any.

N/A- the proposal is not site specific. Proposal amends the zoning text only.

16. Utilities

a. Circle utilities currently available at the site:

electricity natural gas water refuse service telephone sanitary sewer system other N/A- the proposal is not site specific. Proposal amends the zoning text only.

b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

N/A- the proposal is not site specific. Proposal amends the zoning text only.

C. SIGNATURE

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: Stacey Gingras

Name of Signee Stacey Gingras

Position and Agency/Organization Owner, Buggirl's Garden

Date Submitted: 2/17/2022

D. SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS

(**IT IS NOT NECESSARY** to use this sheet for project actions)

- Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.
- When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

The proposed text change will not result in any increases. Site specific evaluations will occur with conditional use permit review.

a. Proposed measures to avoid or reduce such increases are:

To be determined through a conditional use permit review.

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

The proposed text change will not negatively affect plans, animals, fish etc. Site specific evaluations will occur with conditional use permit review.

a. Proposed measures to protect or conserve plants, animals, fish, or marine life are:

To be determined through a conditional use permit review.

3. How would the proposal be likely to deplete energy or natural resources?

The proposed text change will not deplete energy or natural resources. Site specific evaluations will occur with conditional use permit review.

a. Proposed measures to protect or conserve energy and natural resources are:

To be determined through a conditional use permit review.

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

The proposed text change will not negatively impact environmentally sensative areas. Site specific evaluations will occur with conditional use permit review.

a. Proposed measures to protect such resources or to avoid or reduce impacts are:

To be determined through a conditional use permit review.

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

The proposed text change is not incompatible with any existing plans. Site specific evaluations will occur with conditional use permit review.

a. Proposed measures to avoid or reduce shoreline and land use impacts are:

To be determined through a conditional use permit review.

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

The proposed text change will not increase demands on transportation or public services. Site specific evaluations will occur with conditional use permit review.

a. Proposed measures to reduce or respond to such demand(s) are:

To be determined through a conditional use permit review.

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

The proposed text change is not incompatible with any local, state or federal laws. Site specific evaluations will occur with conditional use permit review.

STATE OF WASHINGTON
DEPARTMENT OF COMMERCE
1011 Plum Street SE • *PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000*
www.commerce.wa.gov

03/10/2022

Ms. Michelle Cooke
Associate Planner
Benton County
1002 Dudley Avenue
Post Office Box 910
Prosser, WA 99350-0910

Sent Via Electronic Mail

Re: Benton County--2022-S-3736--60-day Notice of Intent to Adopt Amendment

Dear Ms. Cooke:

Thank you for sending the Washington State Department of Commerce (Commerce) the 60-day Notice of Intent to Adopt Amendment as required under RCW 36.70A.106. We received your submittal with the following description.

Benton County is amending its development regulations for the Red Mountain Agricultural District (RMAD) relating to uses requiring permits-conditional use permits to add language to BCC 11.109.070 allowing agricultural stands as defined under BCC 11.03.010(10) on a parcel of at least two acres in size but less than twenty acres.

We received your submittal on 03/08/2022 and processed it with the Submittal ID 2022-S-3736. Please keep this letter as documentation that you have met this procedural requirement. Your 60-day notice period ends on 05/07/2022.

We have forwarded a copy of this notice to other state agencies for comment.

Please remember to submit the final adopted amendment to Commerce within ten days of adoption.

If you have any questions, please contact Growth Management Services at reviewteam@commerce.wa.gov, or call William Simpson, (509) 280-3602.

Sincerely,

Review Team
Growth Management Services

Donna Hutchinson

From: Clark Posey
Sent: Monday, March 14, 2022 10:19 AM
To: Donna Hutchinson
Subject: RE: EA 2022-004

After review, SEPA (EA) Environmental checklist EA # 2022-004

Fire Marshal has no comment for this application.

EA 2022-004
Stacy Gingras & Craig Huff
38206 N, Sunset Road
Benton City, WA 99320

Thank you,
Clark

(

From: Donna Hutchinson <Donna.Hutchinson@co.benton.wa.us>
Subject: EA 2022-004

The Benton County Planning Department has prepared the attached DNS in accordance with the State Environmental Policy Act regulation. This DNS is being circulated for review by all agencies with jurisdiction. We are circulating it for comments on the **environmental impacts** of this action

We appreciate your review of the proposal and return of comments no later than **March 22, 2022**. This proposal will not be acted upon before that time.

Donna Hutchinson
Office Assistant IV
Community Development Dept.
Planning Division
PO Box 910 Prosser WA 99350
(509) 786-5612

NOTICE OF PUBLIC DISCLOSURE: This e-mail account is public domain. Any correspondence from or to this email account may be a public record. Accordingly, this email, in whole or in part, may be subject to disclosure pursuant to RCW 42.56, regardless of any claim of confidentiality or privilege asserted by an external party.

Prosser: We are now located within the Road Department/Public Works Office on the first floor of the Benton County Courthouse at 620 Market St, Prosser WA 99350. **Kennewick:** The County has opened a new Public Services Office at 102206 E Wiser Parkway, Kennewick, which houses the Planning, Building and Road Departments.

PCM 1.10

2015 South Ely Street
Kennewick, WA 99337
Customer Service 509-586-9111
Business 509-586-6012
FAX 509-586-7663
www.kid.org

March 16, 2022

Donna Hutchinson
Benton County Community Development Dept.
Planning Division
PO Box 910
Prosser, WA 99350

Subject: Review Comments for EA 2022-004 Red Mountain Agricultural District

Dear Ms. Hutchinson:

The Kennewick Irrigation District (KID) has reviewed your EA 2022-004 DNS regarding the Red Mountain Agricultural District submitted by Stacy Gingras/Craig Huff, 38296 N. Sunset Road, Benton City, WA 99320.

KID owns and operates a large irrigation system including several miles of underground pipelines and above ground irrigation components, along with valves and other appurtenances that need to be accessed and maintained.

In order to protect KID facilities and easements, KID requests additional language be added to the Benton County conditional use permit review process to require a site plan be submitted to KID for review and approval to ensure the agricultural stands are not placed within irrigation easements or impede KID's ability to maintain the irrigation facilities.

In addition please note:

1. Please note that permanent structures are not allowed within irrigation easements.
2. Please protect all existing irrigation facilities.

If you have any questions regarding these comments, please contact me at the address/phone number listed above.

Sincerely,

Chris D. Sittman
CAD Specialist

cc: LB\correspondence\Red Mountain
Applicant via mail – Stacy Gingras/Craig Huff, 38206 N. Sunset Road, Benton City, WA 99320

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 10, 2022
Subject:	Justice Center Tenant Improvement Project Discussion
Presenter:	Robert Blain
Prepared By:	Paul Schut
Reviewed By:	Robert Blain

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

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

Summary / Background Information

The Administration and the Commissioners' offices moved into the Administration Building in October of 2021, leaving open space in the Justice Center. Several departments are in need of additional space. On January 25, 2022, the Director of Operations & Capital Programs began working with CKJT on designing the Justice Center Tenant Improvement Project. After numerous meetings with Elected Officials and Department Managers, a map has been prepared to show the proposed areas to be assigned to each department.

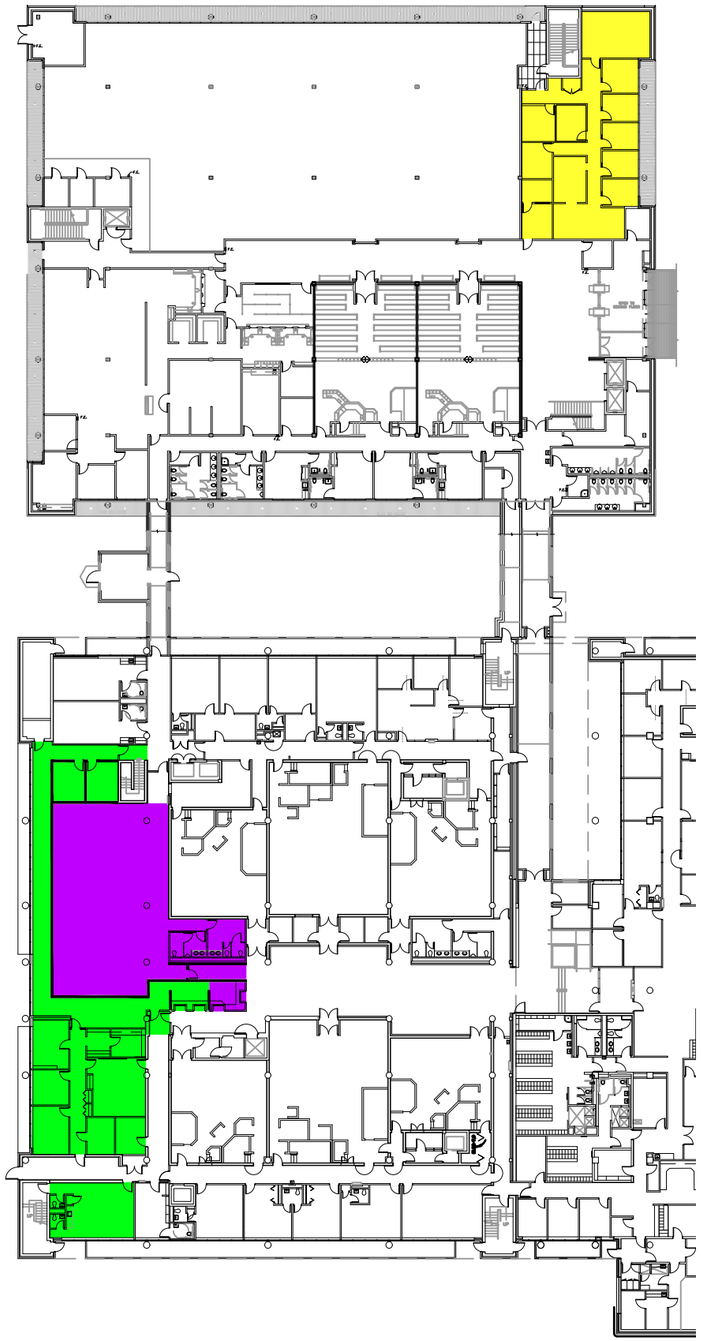
A map showing the proposed areas for each department is attached.

Recommendation

Recommend the Board to consider the proposed map and give direction to staff.

Suggested Motion

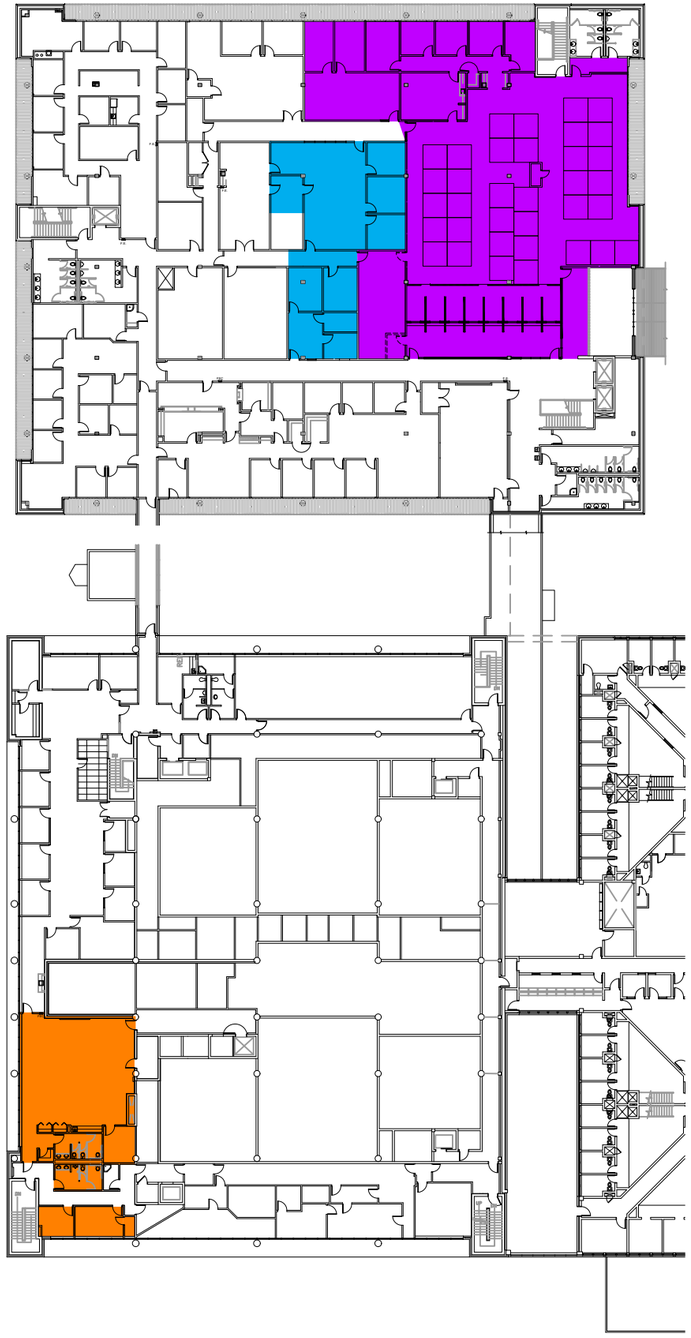
N/A – Once a direction is given, staff will work with the architect and the departments to complete a design for the tenant improvement project.



FIRST FLOOR PLAN WEST WING

1" = 50'

NORTH



SECOND FLOOR PLAN WEST WING

1" = 50'

NORTH

AREA OF WORK

- County Clerk
- Office of Public Defence
- Prosecuting Attorney
- Superior Court
- District Court

PRELIMINARY
NOT TO BE USED FOR CONSTRUCTION

PROPOSED RELOCATION PLAN

BENTON COUNTY JUSTICE CENTER REMODEL
7122 W OKANOGAN PL
KENNEWICK, WASHINGTON

ckjt architects, pllc
509-783-5444

date: 04-08-22
project no. 2118

SK

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 10, 2022
Subject:	Parks Comprehensive Master Plan Contract w/ Beckwith Consulting Group
Presenter:	Adam Fyall
Prepared By:	P. Schut
Reviewed By:	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:**	
☐ Consent Agenda	☐ Discussion Only (1st)	☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2nd)	☒ Pass Resolution
☒ Scheduled Business	☐ Decision/Direction	☐ Pass Ordinance
	☐ Sign Letter/Document	☒ Execute Contract

Background

Comprehensive parks plans are common for cities and counties. In Washington, these are generally produced and renewed on 6-year cycles. A certified parks plan is required to remain eligible for state grants, and plans' certifications expire after 6 years. Benton County's most recent Comprehensive Parks Plan lapsed in 2020 so we are overdue.

Staff and the Park Board are excited for this project as we will address many issues of policy and projects. The current parks ordinance is outdated, and a big part of this project will be working through revisions to the ordinance. We will also be looking at partnerships, maintenance, acquisitions, and capital improvements.

The Benton County Purchasing Department solicited proposals and there were 4 respondents. A committee comprised of 3 staff members and 3 Park Board members reviewed and scored the responses, resulting in a unanimous recommendation. The full Park Board endorses the recommendation of Beckwith Consulting Group out of LaConner, Washington. A contract with Beckwith has been negotiated and signed, and approved as to form by the Prosecutor. Of note, Beckwith was our number-two choice in 2021 for the Fairgrounds Master Plan project and staff has very high confidence in the working relationship and product with this consultant.

Fiscal Impact

Amount: $140,505.00 excluding W.S.S.T.
Fund: Fund # 0110-102 Park Development Fund

Recommendation

The committee recommends the approval of the contract with Beckwith Consulting Group for the new Benton County Comprehensive Parks Plan.

Suggested Motion

"I move to approve the contract between Benton County and Beckwith Consulting Group for development of the Comprehensive Parks Plan for the Benton County Parks System."

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF EXECUTING A PROFESSIONAL SERVICES CONTRACT WITH BECKWITH CONSULTING GROUP FOR PERFORMING A COMPREHENSIVE PARKS PLAN FOR THE BENTON COUNTY PARKS SYSTEM

WHEREAS, qualifications were solicited to provide comprehensive parks master plan services for the Benton County Parks; and

WHEREAS, after a review of qualifications submitted, it was determined that Beckwith Consulting Group would best be able to provide the services needed; and

WHEREAS, a Professional Services Contract has been prepared, reviewed, and approved as to form by our departmental deputy prosecuting attorney, and signed by Beckwith Consulting Group; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of County Commissioners hereby approves the Professional Services Contract with Beckwith Consulting Group to provide a comprehensive parks plan for the Benton County Parks System, with a maximum total amount payable not to exceed $140,505.00, excluding Washington State Sales Tax, unless agreed to by amendment by both parties; and

BE IT FURTHER RESOLVED, the term of this contract commences on this date and terminates on March 31, 2023.

Dated this 10th day of May 2022.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

Attest:_____
Clerk of the Board

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

Orig.: Purchasing Department P. Schut
c: Auditor, PA, Procurement,

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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 **BECKWITH CONSULTING GROUP**, a corporation organized under the laws of the State of Washington with its principal offices at 813 Shoshone Drive, La Conner, WA 98257-0704 (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 & Fees; and

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 perform a comprehensive parks plan for the Benton County Parks Department. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Scope of Work & Fees", 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.

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d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties as shown in Exhibit A, "Scope of Work & Fees".

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:	Tom Beckwith
Address:	813 Shoshone Drive La Conner, WA 98257-0704
Phone:	360-466-3536
Email:	beckwith@beckwithconsult.com

b. For COUNTY:

Name:	Adam Fyall
Address:	7122 W Okanogan Place, STE E330 Kennewick, WA 99336
Phone:	509-736-3080
Email:	adam.fyall@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, "Scope of Work & Fees", which is attached hereto and incorporated herein by reference.

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed One Hundred Forty Thousand Five Hundred and Five Dollars and Zero Cents ($140,505.00), excluding W.S.S.T.

c. No payment shall be made for any work performed by the

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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

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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

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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,

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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

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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,

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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

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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

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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, with the exception of a Landscape Architect, GIS Technician, Non-Motorized Planner, Civil Engineer, and Survey Analyst.

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.

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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.

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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

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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

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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);

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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.

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

Dated:_____

FOR: BENTON COUNTY

_____
Chairman

Approved as to Form

DocuSigned by:
Eric Andrews
B4F7673BD8A1486...
Civil Deputy Prosecuting Attorney

Dated: 4/28/2022

FOR: BECKWITH CONSULTING GROUP

DocuSigned by:
Tom Beckwith
66C798E3FE294E...
Signature

Tom Beckwith FAICP, Principal
Title:

Tom Beckwith
Print Name

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Benton County
Comprehensive Parks Plan (CPP) Scope of Work

15 April 2022

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Gantt Chart 6 April 2022

Our schedule and budget

Team Leader/Parks Planner - Tom Beckwith FAICP
| Landscape Architect - Jennifer Kiusalaas ASLA LEED
| | Architect - Dan Podoll AIA LEED
| | | GIS Technician - Jennifer Hackett
| | | | Non-motorized Planner - Michael Read PE
| | | | | Civil Engineer - Eric Scott PE
| | | | | | Survey Analyst - Don Morgan

								months							prof	labor	mtls/	total
								1	2	3	4	5	6	7	hrs	cost	cost	cost
1	**Initiate/review CPP process**																	
a	Review progress w/staff/Pks Bd/BOCC	X	X	X	X	X	X	X	O	O	O	O	O	O		48	$9,120	$500	$9,620
2	**Conduct public outreach**																	
a	Conduct interviews/workshops	X	X	X												72	$13,680	$850	$14,530
b	Conduct outreach surveys	X					X									22	$4,180	$0	$4,180
c	Conduct planning/design charrettes	X	X	X					O							44	$8,360	$450	$8,810
d	Conduct open houses on plan options	X	X	X							O					18	$3,420	$450	$3,870
e	Conduct open houses on implementation	X	X	X									O			18	$3,420	$450	$3,870
f	Survey registered voter households	X					X									80	$15,200	$12,000	$27,200
3	**Update demographics and inventories**																	
a	Update demographics, programs, facilities	X	X	X												24	$4,560	$0	$4,560
b	Assess repair and replacement (R&R) needs	X	X	X	X	X	X	X								36	$6,840	$450	$7,290
c	Project demands/needs/facilities	X														18	$3,420	$0	$3,420
d	Assess financial conditions/prospects	X														32	$6,080	$0	$6,080
4	**Update CPP Plan elements**																	
a	Update strategies and goals	X														14	$2,660	$0	$2,660
b	Update plan elements	X	X	X	X	X	X	X								124	$23,560	$750	$24,310
c	Develop implementation measures/CFP	X	X	X	X	X	X	X								38	$7,220	$0	$7,220
5	**Publish/adopt CPP Plan**																	
a	Edit/publish plan/fees/CFP/RCO documents	X	X	X	X	X	X	X								28	$5,320	$0	$5,320
b	Review/adopt w/BOCC	X							O			O			O	24	$4,560	$250	$4,810
											Subtotal					640	$121,600	$16,150	$137,750
O	Milestone public workshops and events										Contingency					2%			$2,755
											Project budget								**$140,505**

General hourly rates=$125-200/hr principals, $105-125/hr professionals, $75-105/hr technical and $55-75/hr for support skills.

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Our scope of work

1: Initiate/monitor process

Task 1a: Conduct retreat/progress sessions
We will conduct an in-person or Zoom workshop with your Facilities & Parks Department, Park Board, Office of Sustainable Development, and Board of County Commissioners (BOCC), and others you deem appropriate to strategize about:

- Your vision and assessment of work completed since your 2014 CPP, Comprehensive Plan, and any other studies, plans, and projects.
- Who and how to involve your Partners including Backcountry Horsemen of WA, Purple Sage Riders, Friends of Badger Mountain, Native Plant Society, Tapteal Greenway Association, Tri-Cities Miniature Aircraft Association, and Tri-Cities Shooting Association,
- Who and how to involve city jurisdictions including Prosser, Benton City, Kennewick, Richland, West Richland, and Port of Benton,
- Who and how to involve state and federal jurisdictions including Washington State Department of Fish & Wildlife (WDFW), WA Department of Natural Resources (DNR), US Fish & Wildlife Service (USFWS), Bureau of Land Management (BLM), National Park Service (NPS), and Corps of Engineers,
- Who and how to involve other parties of interest.

Progress review sessions - we will review monthly progress with your Facilities & Parks Department, Office of Sustainable Development, and Parks Board, and with your BOCC at milestone tasks during in-person or Zoom workshop review sessions. Your workshop participants will clarify policy issues and the scope of each following task of work.

Website – we will develop branding messages and materials and establish webpage connections or develop a stand-alone website providing schedules, surveys, progress reports, draft plan, and implementation proposals for public review and comment.

2: Conduct public outreach

Task 2a: Conduct interviews and workshops with user groups and jurisdictions
We will conduct in-person or Zoom workshops to determine user profiles, service areas, issues, and suggestions about joint venture development, programming, operating, or maintaining opportunities of interest with:

- **Partners** - Backcountry Horsemen of WA, Purple Sage Riders, Friends of Badger Mountain, Native Plant Society, Tapteal Greenway Association, Tri-Cities Miniature Aircraft Association, and Tri-Cities Shooting Association,
- **Cities** - Prosser, Benton City, Kennewick, Richland, West Richland, and Port of Benton,
- **State and federal departments** – Washington State Department of Fish & Wildlife (WDFW), WA Department of Natural Resources (DNR), US Fish & Wildlife Service (USFWS), Bureau of Land Management (BLM), National Park Service (NPS), and Corps of Engineers,
- **Other** - parties of interest that you identify in Task 1a.

Task 2b: Conduct outreach surveys
We will promote and conduct on-line surveys in English or Spanish on your website, Facebook, and email contact lists of your residents and tourists:

- **Survey residents** - to determine their reason for using or not using your programs and facilities and events, level of satisfaction or dis-satisfaction, desires for future programs or facilities or events, and preferences concerning financing measures.
- **Survey tourists** – with the Prosser, Benton City, Kennewick, Richland, West Richland, Tri-Cities and Hispanic Chamber of Commerce's interest and support, to determine their use of your parks, recreation programs, and special events.

Task 2c: Conduct planning/design workshops
We will conduct in-person or Zoom and StoryMap interactive workshops in English and Spanish to brainstorm 6–20-year planning proposals with your residents and user group interests including:

- **Open space and wildlife interest groups** - including Friends of Badger Mountain, Native Plant Society, Tapteal Greenway Association, Benton Conservation District, Friends of Mid-

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Columbia River Wildlife Refuges, Lower Columbian Basin Audubon, and others.

- **Fishing, hunting, and shooting interests** - including Tri-Cities Shooting Association, Columbia River Walleye Anglers Association, Richland Rod & Gun Club, Desert Kayak & Canoe Club, Columbia Basin Flycatchers, Walleye Anglers Unlimited, Colyak Bowhunters, and others.
- **On and off-road trail user groups** - including Backcountry Horsemen of WA, 3 Rivers Road Runners, Nomad Trail Runners, Runners of the Sage, Hike Tri-Cities, Outdoor Adventurers Tri-Cities, Chinook Cycling Club, Inter-Mountain Alpine Club, Pacific NW Fjord Horse Group, Tri-City Bicycle Club, Eastern Washington ATV Association (WAATVA), Washington Off-Highway Vehicle Alliance (WOHVA), and others.
- **Recreation leagues and user organizations** - including Tri-Cities Miniature Aircraft Association, Red Dot Paintball, Tri-Cities Air Soft, and others.
- **Aquatic, art, recreation, child, teen, senior, and special population program users** - including YMCA of the Greater Tri-Cities, Boys & Girls Clubs of Benton & Franklin Counties, Benton-Franklin River Heritage, Drewboy Creative, Benton County Historical Museum, and others.
- **Tourism interests** - including Tri-Cities Visitors & Convention Bureau, Tri-City Regional Chamber of Commerce, Tri-City Development Council (TRIDEC), Tri-Cities Hispanic Chamber of Commerce, and others.
- **Disability advocacy groups** - including the Arc of Tri-Cities, Developmental Disabilities Services, Modern Living Services, and others.

We will conduct the workshops where your participants jointly create (and we illustrate) as many ideas as possible for every type of CPP element from recreation programs to open spaces to trails to parks to athletic facilities to indoor facilities. We will develop these workshop ideas without critical evaluations until your participants are satisfied that all possible ideas have been explored.

Task 2d: Conduct open houses on plan and implementation options

We will conduct in-person or Zoom open houses with your public, nonprofit, and for-profit sponsors, disability, youth, senior, athletic, environment, and culture advocacy groups and hard to reach or non-participating populations including pop-up events at special events and go-to-presentations to review your CPP options and implementation strategies. We will post the proposals on your website for comments.

Task 2e: Survey voter households

We will use USPS's Every Door Direct Mail (EDDM) to mail postcards to every one of your 73,073 resident households as well as posting invites on your website, Facebook, and email contact lists inviting your residents to complete an on-line survey in English or Spanish of your CPP development proposals, priorities, projects, and implementation measures.

The postcards will include a phone number where they can call to request a hardcopy and return mailer if they are uncomfortable completing an on-line survey. The survey will determine:

- **Their approvals and priorities** - for your park, recreation program, and facility proposals.
- **Their financing preferences and priorities** - including methods and amounts of proposed property and sales tax revenue allocations, real estate excise taxes (REET), special property tax levies, rate adjustments or levy lid lifts, general obligation bonds, user fees and charges, lease/purchase procurements, and joint ventures.

The results will provide your BOCC a valid method of determining public support for your proposals particularly aspects requiring public financing and joint ventures with other agencies before you finalize your CPP.

Note – recent advances in the use of call screening and blocking as well as household use of cell phones rather than landlines have rendered traditional telephone sampling techniques more expensive, less statistically reliable – and less publicly accepted.

We have found the use of EDDM in promoting the completion of on-line (with mail-out/mail-back option for those that prefer) surveys to be more transparent and representative of public opinions and accurately predictive of voters in subsequent funding referendums –

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particularly when the entire population is invited to participate.

We have also found EDDM multilingual postcards are more effective in directing non-English speaking households to appropriate language surveys than was practical with multilingual phone or mail-out/back surveys.

We can also include graphics and more detailed content and responses than was possible with telephone or mail-out/back surveys.

Deliverables
Documentation of the results of the outreach surveys of residents and tourists, workshops with city, state, and federal jurisdictions and interest groups, planning charrettes, open houses including pop-up exhibits, go-to-presentations, and the voter household survey.

3: Update demographics and inventory

Task 3a.1: Update demographic trends
We will analyze your present and projected population and demographic trends using American Community Survey (ACS), CensusMap, Esri, and Washington State Office of Financial Management (OFM) source data to determine your projected resident population and demographic characteristics by age group for your 6–20-year planning period.

- **Map social equities** – with GIS identification of the location of low-income, single-parent families, non-English speaking populations, and households paying over 35% of income for housing that need access to trails, parks, recreation, and social programs and any gaps in locations and provisions for services.

Task 3a.2: Update programs
We will inventory recreation programs provided by you and all other public, nonprofit, and for-profit program providers within your service area to determine user profiles as well as program volumes, fees, revenues, and costs.

Task 3a.3: Update facilities
We will update your GIS inventory of facilities owned, leased, maintained, and scheduled by you and all other public, nonprofit, and for-profit agencies and concessionaires.

We will complete tours and field assessments of your lands and facilities including Badger Mountain Centennial Preserve, Wallala Gap Preserve, Candy Mountain Preserve, Horn Rapids Park, Hover Park, Horse Heaven Vista, Horse Heaven Cemetery, Rattlesnake Mountain Shooting Facility, Vista Park, Two Rivers Park, and any other park prospects you identify in task 1a.

Our assessments will include the history, ADA assessment, physical condition, capabilities, quality, diversity, amenities, recreation opportunities, and other relevant features of each property and facility that has been developed or could be made available for public use by you or others. We will identify any surplus or non-functional properties that could be redeveloped for other uses.

We will also inventory and assess general misuse of your park lands and facilities including vandalism, graffiti, illegal camping, dumping of animals, unauthorized improvements and activities, and other general maladies and what to do about them.

We will input your facility inventory into **NRPA's Park Metrics** database to access and compare your programs, facilities, staffing, maintenance, finance, and other benchmarks with other similarly sized park agencies.

Task 3b: Determine maintenance, repair and replacement (R&R) requirements
We will estimate maintenance requirements and the remaining life of your existing and proposed facilities including the maintenance, repair and replacement (R&R) costs required when a project is implemented and when your asset's life has been expended.

We will estimate requirements necessary for you to staff in-house resources for different maintenance levels of service (LOS) and project in-house staffing and out-sourced contract costs to complete repair and replacement requirements as your assets amortize over your 20-year planning period.

Task 3c.1: Project activity demands
We will project your resident and tourist recreation activity participation, volumes, peak day, and turnover rates using a combination of

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sources including:

- **Washington State RCO Statewide Comprehensive Outdoor Recreation Plan (SCORP)** – for participation rates, frequency, and peak day schedule data **that we developed** for over 100 outdoor and indoor recreation activities by age, gender, race/ethnicity, and income for RCO's 12-month diary-based SCORP surveys.
- **National Sporting Goods Association (NSGA)** – for participation rates and data from 2001-2019 for outdoor and indoor recreation activities by age and gender.

Using these age-specific participation, frequency, peak day, and turnover rates, we will project your recreation demand, establish your existing service or capture rates, project your unmet or latent demand interest, and define your recreation needs in 5 year intervals over your 20-year planning period.

Task 3c.2: Project facility requirements
We will project your facility requirements using facility carrying capacity models, geographic information system (GIS) gap analysis, and RCO's level of service (LOS) scoring matrix to determine the impact your geography has to:

- Determine your existing level-of-service (ELOS) investment ratios
- Determine your distributional LOS or access or connectivity gaps – by trail, bike lane, vehicle, and transit
- Propose your level-of-service (PLOS) objectives
- Project your land acquisition, facility design, construction, and other costs necessary to fill gaps in access and service

Task 3d: Assess financial prospects
We will analyze your financial prospects to accomplish your combined 6 and 20-year administration, recreation, maintenance, R&R, and development requirements for:

- Present and probable financial trends
- Supplemental funding allocations
- Program cost recovery measures
- Other funding approaches and prospects including property and sales taxes, grants, donations, REET, lodging taxes, levies, and levy lid lifts.

We will develop business plans for your Horn Rapids RV Park and Rattlesnake Mountain Shooting Facility enterprises including expenses for operations, maintenance, repair and replacements (R&R), and projected revenues including user fee and charge scenarios necessary to fully fund the next 6-20-years.

Deliverables
CPP reports documenting your demographic projections, social equity maps, program and facility inventories, maintenance and R&R requirements, activity demands, facility requirements, and financial prospects including business plans.

4: Update CPP

Task 4a: Update goals and strategies
Based on the results of Task 3, we will define:

- Priorities
- Role/responsibility assignments
- Existing and proposed level-of-service (ELOS/PLOS) standards and geographic accessibilities
- Funding and cost recovery strategies to develop your CPP and implementation measures.

Task 4b: Update CPP elements
Using the results of Tasks 2-3, we will update holistic 6-20-year CPP elements for you and all other public, nonprofit, and for-profit programs and facilities using the following countywide holistic progressive plan layering approach:

- **Open spaces** – that conserve and enhance your owned and leased lands to be retained for passive uses including your Horse Heaven Cemetery and National Natural Landmark designated property, Badger Mountain Centennial Preserve, Candy Mountain Preserve, Horn Rapids, Walulla Gap Preserve, and Hover Park.
- **Trails** – that identify and program potential multipurpose off-road hike, bike, horse, and dog trails within and between your strategic park and landholding destinations including Badger Mountain Centennial Preserve, Candy Mountain Preserve, Horn Rapids, Walulla Gap Preserve, Hover Park, and Horse Heaven Vista with the Sacagawea Heritage Trail along the Columbia River through Richland, Kennewick and Pasco. We will also program potential water trails for

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hand-carry and motorized boat launches, and water campsites on the Columbia and Snake Rivers. And we will assess the desirability and feasibility of introducing ATV and OHV trail uses into Benton County.

- **Resource parks** - that identify demand/needs requirements for resource parks including fishing, swimming, boating, picnicking, tent and RV camping, and horse camping including your Horn Rapids RV Park and boat launch.
- **Athletic facilities** – that identify demand/needs for athletic facilities including disc golf courses, miniature aircraft fields, playgrounds, sport courts, athletic fields, gun and rifle ranges, dog parks, and supporting facilities at Horn Rapids, Vista, and Two Rivers Parks.

We will composite these overlay elements into a unified vision to be evaluated by your Facilities and Parks Department, Office of Sustainable Development, Parks Board, and BOCC

Task 4c: Develop implementation program
We will develop a detailed 6 and 20- year business plan and implementation program to achieve your proposals including:

- **Update Parks Ordinance** – to include rules, regulations, and other operating polices for park, trail, and facility use as well as graffiti, vandalism, illegal camping, dumping of animals and refuse, unauthorized improvements, and activities, among others.
- **Cost recovery strategy** – including policies on the amount to be recovered for costs from your program fees and charges from your Horn Rapids RV Park and Rattlesnake Mountain Shooting Facility.
- **Operations and maintenance (O&M) requirements** – to maintain existing and projected open spaces, trails, parks, and recreation facilities including maintenance LOS standards and costs.
- **R&R cost containment** – defining repair and replacement and end of useful life costs to be programmed into your projected budgets.
- **ADA plan** – identifying barriers, removal schedules, and tracking tools to provide access to your outdoor facilities.
- **6/20-year Capital Facilities Program (CFP)** – correlating and prioritizing strategic projects in your proposed level-of-service (PLOS) park and facility project acquisition, design, development, and maintenance costs with possible funding sources or methods reflecting the greatest benefit for the largest number of users.
- **Organization** – including staff, equipment, and facilities required to implement your proposed administration, recreation, maintenance, repairs and renovations, and new park and facility acquisitions and developments.
- **Financial scenario(s)** – using your property and sales taxes, recreation program fees and charges, grants, donations, REET, lodging taxes, special property tax levies or levy lid lifts, general obligation bonds, lease-to-own (LTO) agreements including 63:20 nonprofit developers, joint ventures with your Partners in Parks, cities, state, federal, or other public, nonprofit, for-profit agencies, or user groups.
- **Performance benchmarks** – to measure your progress on meeting recreation program services, park access gaps, open space connections, trail completions, park and facility projects, and other implementation actions with any action adjustments to achieve progress.

We will resolve which package of cost containment, recovery, funding source, and/or organizational scenario provides the most stable financing strategies for your programs and facilities for the 6 and 20-year periods.

Deliverables
CPP narrative chapters identifying goals, strategies, 6-year recreation programs, 20-year open space, trails, parks, recreation, and facilities with implementation program appendices.

5: Publish/adopt CPP documents

Task 5a: Edit/publish CPP Plan documents
We will edit and publish:

- **PowerPoint presentations** – of your recreation program, open space, trail, park, and facility proposals, key projects, and implementation strategies.
- **CPP narrative document** - of your public participation outreach, condition assessments, demand and need projections, financial prospects, and performance measures.

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- **Comprehensive Plan Parks Element** – of your goals, policies, trails and park plans, and CFP.
- **Technical appendices** – of your CPP Elements, 6-year Capital Facilities Program (CFP), SEPA, and RCO Checklists.

Task 6b: Adopt CPP, CFP, and performance measures

We will help your Facilities and Parks Department, Office of Sustainable Development, and Parks Board present your CPP, CFP, and performance measures with your BOCC at in-person or Zoom sessions to complete your GMA/RCO required hearings for adoption.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 3, 2022
Subject:	PST Hiring Assistance Funds
Presenter:	Rob Guerrero, Josie Delvin, Eric Hsu, Judge Ziobro, and Ryan Brown
Prepared By:	Ryan Brown and Ryan Lukson
Reviewed By:	Andy Miller; Josie Delvin; Rob Guerrero; John Ziobro; Ela Selga; and Eric Hsu

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

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

Summary / Background Information

We all are aware of the tight labor in most industries across the nation. Inflation is increasing, and many employers are raising wages to attract staff. Local governments, due to such things as having to deal with a multitude of labor unions, sensitivity to the use of tax dollars, and bifurcated executive officers, are not as adept at maneuvering in this type of fast moving market conditions.

While local governments are not as flexible as far as the ability to increase wages as needed, they still feel the pain of the tight labor market. Benton County offices are having difficulty in hiring staff. The Clerk's Office has five open positions, the Prosecutor's Office has two open felony positions that were approved close to eight months ago to help deal with the backlog of necessary trials resulting from court shutdowns as a result of COVID, Corrections has five open positions that have been difficult to fill with an additional three possible vacancies in August, District Court has had three open positions for at least six months and OPD expects to have one vacancy soon. BCSO has been consulted about this issue but has chosen not to seek funds for hiring bonuses at this time.

These unfilled positions are contributing to local problems in our criminal justice system. We have ongoing booking restrictions at the jail, screening time for filing felony offenses is up, and clerks are needed to staff the backlog of criminal trials. While staffing issues continue, criminal activity in our area has not let up. In fact, serious cases like homicides, assaults, auto thefts and sex cases are continuing at an increasing rate.

The elected officials and department heads for these offices that are eligible to use Public Safety Tax Funds would like the Commission to set aside a pool of funds for hiring bonuses for new employees as a tool to attempt to persuade persons to fill these important and currently open positions. Other Eastern Washington counties are already doing this. We listened as it was reported recently to the Commission that the Commission's efforts to put Public Safety Tax Funds to use were somewhat behind what the Commission had hoped for during the 2021-2022 biennium.

We appreciate that all of the above referenced positions are union positions except for those in the PA's Office and OPD. In order to implement this for union positions, Steve Hallstrom has reached out to representatives for both the courthouse union and the corrections union, and neither had any objection to this concept. Those communications will be memorialized.

The request is for a pool of funds to be to be available as soon as possible in an effort to fill currently open positions. Funds may be requested for a similar purpose in the next budgeting cycle, but the current request is only for payments in the current budget cycle to help fill currently open positions. The funds requested are broken down as set forth below.

Fiscal Impact

Clerks Office: The request is for $20,000 to help fill five existing openings if necessary. The hiring bonuses are expected to be $2,000 upon start of work and $2,000 after the employee's one year anniversary with the office.

Prosecutor's Office: The request is for $20,000 to help fill two existing criminal DPA openings. The hiring bonuses are expected to be $5,000 upon start of work and $5,000 after the employee's one year anniversary with the office.

Corrections Department: The request is for $80,000 as soon as possible for use to help fill eight existing openings for correctional staff. The hiring bonuses are expected to be $5,000 upon start of work and $5,000 after the employee's one year anniversary with the office.

District Court: The request is for $12,000 as soon as possible to help fill three existing openings. The hiring bonuses are expected to be $2,000 upon start of work and $2,000 after the employee's one year anniversary with the office.

OPD: The request is for $10,000 to be available to fill up to one possible upcoming opening for an attorney position. The bonus is expected to be $5,000 upon start of work and $5,000 after the employee's one year anniversary.

In sum, we are asking for $142,000 from the PST fund to supplement the above offices' current budgets to hopefully allow them to fill current vacancies, many of which have been open for significant periods of time.

Recommendation

Approve the funding request set forth herein.

Suggested Motion

Direct Staff to take necessary action to prepare a policy regarding the use of these funds and to transfer the requested amounts for immediate implementation.