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, October 4, 2022, 9:00 a.m.
Benton County Courthouse, Prosser, WA

9:00 AM **Call to Order**

Pledge of Allegiance

Approval of Minutes
- ❖ **September 27, 2022**

Review Agenda

Consent Agenda

Commissioners
a. Line Item Transfer, Fund No. 0010, Dept. 115 to 109
b. Declaration of Surplus Property
c. Reappointment of Nancy Aldrich to the Benton Clean Air Agency Board
d. Revising Sheriff's Equipment Purchase & Replacement Fund; Amending Resolution 2019-771

Office of Public Defense
e. Amended Superior Court Public Defense Agreement w/Brian Hultgrenn
f. Amended Superior Court Public Defense Agreement w/Michelle Alexander
g. Amended Superior Court Blake Case Conviction Services Agreement w/A Betancourt
h. Juvenile Court Public Defense Services Agreement w/Jared Hanson
i. Early Termination of Superior Court Public Defense Agreement w/Shelley Ajax

j. Early Termination of Juvenile Public Defense Agreement w/Angel Betancourt

Public Safety

k. Contract w/Kiona-Benton City School District for Crime Prevention Program
l. Contract w/Support, Advocacy & Resource Center for Engagement Specialist

Purchasing

m. Change Order No. 1 w/Banlin Construction for Justice Center Front Entrance Security Upgrade
n. Change Order No. 1 w/Goodman and Melenbacher Ent for Shooting Range Expansion Project
o. Contract w/Day Management Corp for Service & Support to Communication & Public Safety Systems
p. Agreement w/LexisNexis for Law Library @ the Jail
q. Contract w/Schindler Elevator Corporation for Maintenance & On-Call Repair for all Locations

Treasurer

r. First Amended Contract w/Master's Touch for Property Tax Statements

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

Public Hearings

Level 3 Communications LLC Franchise Renewal ~ C Woods

Scheduled Business

Public Safety Sales Tax Funding Recommendations Discussion ~ Rasmussen, Ivey & Palmus

Public Works Organizational Chart Update ~ M Rasmussen

Payment Request to Strata for Material Testing on Plymouth Rd Pavement Overlay Project ~ M Mahoney

Payment Request to Ergon Asphalt & Emulsions for Purchase of High Float Oil ~ M Mahoney

Benton County Juvenile Justice Center Feasibility/Space Needs Report ~ R Blain

Other Business

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Draft

Regular Board Meeting
Benton County Courthouse, Prosser, WA
Tuesday, September 27, 2022, 9:00 a.m.
Meeting provided in-person, by Video Live-Broadcast and Telephonically via/WebEx

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

Benton County Employees Present During All or a Portion of the Meeting: Deputy County Administrator Matt Rasmussen; Robert Heard, IT Manager; Lexi Wingfield, HR Manager; Eric Wyant, Assistant HR Manager; Clerk Josie Delvin.

Pledge of Allegiance

The Board recited the Pledge of Allegiance.

Approval of Minutes

The Minutes of September 20, 2022 were approved.

Agenda Review

The following items were added to the agenda:

- Consent Agenda Item "c" – errors were identified and an updated packet was prepared
- Salary Schedule Update
- Executive Session - Review Performance of Public Employee

Consent Agenda

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

Auditor

a. Establishing the Jury Pay Debit Card Account Revolving Fund for Jurors Reporting to Jury Duty

Commissioners

b. Appointment of Kim Lettrick to the Benton Franklin Behavioral Health Advisory Committee

Human Resources

c. Establishing New Grade Placements for Attorneys in the Prosecuting Attorney's Office & Office of Public Defense

Public Safety

d. Line Item Transfer, Fund No. 01480, Dept. 171 for Salaries & Benefits

Public Works

e. Ratifying Change Order No. 1 to American Rock Products Contract for Plymouth Road Pavement Overlay

Purchasing

f. Contract w/Global Tel*Link Corporation for Inmate Tablets & Phone Services @ the Jail
g. Grant Award Modification w/U.S. Dept of Justice Office for Stop School Violence Prevention & Mental Health Training Program for Sheriff's Office

Public Comment

Tina Gregory, Kennewick, via/WebEx, expressed her frustration with the lifetime politicians that were becoming millionaires and provided some ideas for the County.

Other Business

Salary Schedule Update

HR Manager Lexi Wingfield and HR Assistant Manager Eric Wyant said they had been working hard on this issue and specifically at retaining Courthouse employees. She said they felt they had a good plan, and talked to every single elected official, if not in person, and had been talking with the union. She said she believed they had a plan to move forward and hopefully stop some of the employees from leaving and retain employees. She said they were also looking at non-bargaining employees, that everyone was important, but they could not do everyone at the same time.

Ms. Delvin said she appreciated the support and was happy with the plan provided.

Ms. Wingfield said she hoped that something would come before the Board in the next couple of weeks and they were working through specific titles in the Courthouse Union. She said that Mr. Wyant would bring back some recommendations and final documents.

Executive Session – Performance of Public Employee

The Board went into executive session at 9:11 a.m. for up to 10 minutes with Jerrod MacPherson. Also present were Matt Rasmussen and Cami McKenzie. The Board came out at 9:17 a.m. No decisions were made in executive session.

MOTION: Commissioner Delvin move to approve the Employment Agreement with Matthew Rasmussen, Deputy County Administrator, to compensate him for additional time and

responsibilities as the acting County Engineer, effective October 1, 2022. Commissioner McKay seconded and upon vote, the motion carried.

Accounts Payable

Check Date: 09/23/2022

Warrants #: 237131-237784;
#: 237785-237786
Total all funds: $1,026,088.81

Wire Transfers #: 110-111, 123-126, 132-133
EFT #: 69-73
Total all funds: $43,470.52

Resolutions

2022-691: Establishing the Jury Pay Debit Card Account Revolving Fund for Jurors Reporting to Jury Duty
2022-692: Appointment of Kim Lettrick to the Benton Franklin Behavioral Health Advisory Committee
2022-693: Establishing New Grade Placements for Attorneys in the Prosecuting Attorney's Office & Office of Public Defense
2022-694: Line Item Transfer, Fund No. 01480, Dept. 171 for Salaries & Benefits
2022-695: Ratifying Change Order No. 1 to American Rock Products Contract for Plymouth Road Pavement Overlay
2022-696: Contract w/Global Tel*Link Corporation for Inmate Tablets & Phone Services @ the Jail
2022-697: Grant Award Modification w/U.S. Dept of Justice Office for Stop School Violence Prevention & Mental Health Training Program for Sheriff's Office
2022-698: Amendment to Contract with Matt Rassmussen to Compensate him as Acting County Engineer

There being no further business before the Board, the meeting adjourned at approximately 9:19 a.m.

_____ _____

Clerk of the Board Chairman

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0010, DEPARTMENT NUMBER 115 TO 109.

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

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

Linda Ivey

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Non-Departmental to Coroner Dept Nbr: 115 to 109

Fund Name: Current Expense Fund Nbr: 0010

TRANSFER FROM: 115 TRANSFER TO: 109

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
5116000	54931	Fenced Item Contingency	$35,000	5632000	54118	Autopsies	$20,000
				5632000	94894	ER&R Vehicle Maintenance	$15,000
TOTAL			$35,000	TOTAL			$35,000

Explanation:

To allocate budget for the Coroner for Autopsies & Vehicle Maintenance

Prepared by: Date: 26-Sep-2022

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 4, 2022
Subject:	Declaration of Surplus Property
Presenter:	N/A
Prepared By:	Shyanne Palmus, Communications Coordinator
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

As outlined in Resolution 07-752, County departments may request personal property items be declared surplus and accordingly disposed of. A list of items for the current surplus is provided as an attachment.

Fiscal Impact

None.

Recommendation

The Personal Property Manager has determined that the personal property on the attached exhibit(s) can be declared surplus and disposed of in one of the following manners, depending on final condition assessment: public online auction, sealed bid, private negotiation with another governmental agency, surplus sale, waste disposal, donation to the poor and infirm, or recycled.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

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

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

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

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

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

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

Dated this 4th day of October 2022.

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Member

Attest: …….
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

S. Palmus

Attachment A

Auditor's Office:

- Partition
- 5 desk pieces
- Filing cabinet
- Desk
- Desk
- Shelf

S. Palmus

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	Oct. 4, 2022
Subject:	Re-appt Nancy Aldrich to Benton Clean Air Agency Board
Presenter:	
Prepared By:	P Brown
Reviewed By:	M Flores

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 Commissioners were notified that the term of Nancy Aldrich will expire December 31, 2022 to the Benton Clean Air Agency Board. Ms. Aldrich has expressed a desire to be re-appointed to another 4 year term.

Fiscal Impact

Recommendation

Re-appoint Nancy Aldrich to the Benton Clean Air Agency Board for another 4 year term set to expire December 31, 2026.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF REAPPOINTMENT OF NANCY ALDRICH TO THE BENTON CLEAN AIR AGENCY BOARD

WHEREAS, the term for Nancy Aldrich will expire on December 31, 2022, on the Benton Clean Air Agency Board; and

WHEREAS, Nancy Aldrich, a resident of West Richland, has expressed an interest and willingness to be reappointed for an additional term; and

WHEREAS, the Board of Benton County Commissioners desires to reappoint Ms. Nancy Aldrich for an additional four year term to the Benton Clean Air Agency Board; **NOW, THEREFORE,**

BE IT RESOLVED that Nancy Aldrich of West Richland, WA is hereby reappointed to the Benton Clean Air Agency Board, said term starting on January 1, 2023 and ending on December 31, 2026.

Dated this . . . . . day of . . . . . , 20 . . . .

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

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

cc: Clean Air Authority; file

P Brown

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 4, 2022
Subject:	Revising Sheriff's Equipment Purchase and Replacement Fund
Presenter:	Matt Rasmussen
Prepared By:	Matt Rasmussen
Reviewed By:	Linda Ivey, Katie Gillies

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 Board of County Commissioners created the Sheriff's Equipment Purchase and Replacement Fund in 2019 to ensure that monies were available to replace critical pieces of equipment utilized by the Benton County Sheriff's Office. Each year representatives from the Commissioners' Office and the Sheriff's Office meet to discuss which pieces of equipment should be managed by the fund.

The meeting this year resulted in 3 new items being added to the fund and 3 items being removed. It was also necessary to adjust the quantities of several items to be consistent with actual inventory. The projected replacement cost of several items were also adjusted to reflect the rapid increase in prices being encountered across the industry. The changes resulted in an average increase of $23,000 per year being paid into the fund.

Additional language is also being added to the Resolution approving the fund to clarify how the monies are to be managed. New language limits purchases from the fund to those on the approved replacement schedule and provides for a credit to the Current Expense Fund on future assessments when a piece of equipment, that has had money collected for replacement, is not replaced.

Fiscal Impact

Increase of $23,000 annually to Current Expense Fund

Recommendation

Staff recommends the Board approve the Resolution revising the Sheriff's Equipment Purchase and Replacement Fund

Suggested Motion

Approve as part of the consent agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF REVISING THE SHERIFF'S EQUIPMENT PURCHASE AND REPLACEMENT FUND, FUND NUMBER 0141-101, AMENDING RESOLUTION 2019-771

WHEREAS, on October 22, 2019 the Board of County Commissioners established the Sheriff's Equipment Purchase and Replacement Fund via Resolution 2019-771; and

WHEREAS, as required by said Resolution representatives from the County Commissioners' Office and the Sheriff's Office met to review the equipment currently in the fund as part of the budget process; and

WHEREAS, as a result of those meetings it is necessary to amend the replacement schedule of equipment managed by the fund; and

WHEREAS, it is also necessary to add additional language to clarify eligible expenditures from the fund; **NOW, THEREFORE,**

BE IT RESOLVED that the Board of Benton County Commissioners hereby approves the revised Replacement Schedule for the Sheriff's Equipment Purchase and Replacement Fund and replaces the schedule included with Resolution 2019-771 with the attached; and

BE IT FURTHER RESOLVED that money in the fund may only be used to replace equipment on the most currently approved replacement schedule; and

BE IT FURTHER RESOLVED that if a piece of equipment on the replacement schedule is not replaced, and is removed from the replacement schedule, any monies that have been collected for that equipment will be used as a credit against future year transfers into the fund.

Dated this 4th day of October 2022.

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

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

cc: Commissioners; BCSO - Gillies M. Rasmussen

REPLACEMENT SCHEDULE FUND - PATROL

Description	Quantity	Life Expectancy (Years)	Year Placed into Service	Yearly Cost/Projections						
				2023	2024	2025	2026	2027	2028	2023-2024 Notes
Car Radios/ $5879 per	82	10	2008	54,258	55,886	57,563	59,290	61,068	62,900	
Ballistic Vest/$1000 per	73	5	variable	16,432	16,925	17,433	17,956	18,495	19,050	
Patrol Rifles/$2,900 per	70	15 years or 15k rounds	variable	15,232	15,689	16,160	16,644	17,144	17,658	
Portable Radios/$5487 per	98	10	2017	67,246	69,264	71,341	73,482	75,686	77,957	
SWAT Vests/$3000 per	7	5	2015	4,456	4,589	4,727	4,869	5,015	5,165	
Patrol Pistols/ $1605 per	73	10 years or 10k rounds	2021	12,068	12,430	12,803	13,187	13,583	13,990	
SWAT Rifles/ $5800 per	7	5 years or 15k rounds	variable	9,139	9,413	9,696	9,987	10,286	10,595	
SWAT Pistols/ $1605	7	5 years or 20k rounds	2011	2,529	2,605	2,683	2,764	2,846	2,932	
SWAT Night Vision	2	7 Years	2020	2,828	2,913	3,000	3,090	3,183	3,278	New Addition
Safe Boat #1	1	20-25 years	2008	42,207	43,473	44,777	46,120	47,504	48,929	
Safe Boat #2	1	20-25 years	2019	16,883	17,389	17,911	18,448	19,002	19,572	
Polaris ATV	2	12 Years	2018	4,765	4,908	5,055	5,207	5,363	5,524	New Addition
Drone	1	8 years	2018	5,299	5,458	5,622	5,790	5,964	6,143	New Addition
**FARO Focus Laser Scanner	1	15	2019	7,772	8,005	8,246	8,493	8,748	9,010	
Credit from Jet Boat & Tasers				(54,833)	-	-	-	-	-	
			Total	206,281	268,947	277,016	285,326	293,886	302,703	

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 4, 2022
Subject:	Amendment to Professional Services Agreement with attorney Brian Hultgrenn
Presenter:	
Prepared By:	Michael Vander Sys
Reviewed By:	Denise Gerry

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 is legally obligated to provide public defense services in Benton County Superior Court on adult criminal cases ("Services"). Brian Hultgrenn has been providing Services in Benton County Superior Court.

Attorney Brian Hultgrenn has indicated he wishes to reduce his current caseload beginning on October 1, 2022. Brian Hultgrenn will continue representation in Benton County Superior Court at 110 cases per year, reducing from 140 cases per year.

Fiscal Impact

None beyond budgeted.

Recommendation

Execute amendment to professional services agreement with attorney Brian Hultgrenn for reduced caseload from 140 cases per year down to 110 cases per year.

Suggested Motion

Approve with consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AMENDING THE BENTON COUNTY SUPERIOR COURT PROFESSIONAL SERVICES AGREEMENT, RESOLUTION 2022-492, WITH ATTORNEY BRIAN HULTGRENN REDUCING HIS CASELOAD FROM 140 TO 110 CASES.

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

WHEREAS, Attorney Brian Hultgrenn has a current professional services agreement for 140 cases; and

WHEREAS, attorney Brian Hultgrenn has indicated a desire to reduce his caseload from 140 cases down to 110 cases; and

WHEREAS, it is in the best interests of Benton County to amend the professional services agreement with Brian Hultgrenn for public defense services; **NOW, THEREFORE**

BE IT RESOLVED that the proposed amendment to the professional services agreement, Resolution 2022-492, with attorney Brian Hultgren be reduced to a caseload of 110 cases and compensation at $6416.67 per month plus other allowable expenses, premiums and fees as detailed, is hereby approved and executed on behalf of Benton County.

Dated this _____ day of _____ 20 _____

_____
Chairman of the Board

_____
Member

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

Attest: _____
Clerk of the Board

cc: Originals – OPD, Brian Hultgrenn
Copy – Auditor, Superior Court, S. Godinez

M. Vander Sys

DocuSign Envelope ID: DE44A60F-798A-4342-BA15-95D7B73339D0

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON COUNTY SUPERIOR COURT

BCSC2122SAA001

CONTRACT SUMMARY			
Contract Type	Full Caseload Monthly		
Contract Number	BCSC2122SAA001	**Contract Holder**	Brian V. Hultgrenn
WSBA #	36277	**Effective Dates**	October 1, 2022 – Dec 31, 2024
Caseload Cap	**110**	**Compensation**	**$700 per case Homicide: $85/hr**
Assigned Court	**Superior Court**	**Compensation Structure**	☐ **By the case** ☐ **Monthly** ☐ **Hourly** ☒ **By the case but paid monthly**
Contract Slot Identifier SCF-10			

THIS AGREEMENT previously entered into by and between **Brian Hultgrenn,** attorney at law, Washington State Bar Association #34227 ("Attorney"), and **BENTON COUNTY, WASHINGTON**, a state of Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court, executed by and through Resolution #2022-492,

IS HEREBY FURTHER AMENDED AS FOLLOWS, EFFECTIVE OCTOBER 1, 2022:

7. **NUMBER OF APPOINTMENTS.** The maximum number of cases that can appointed to Attorney is decreased to 110 per year.

12. **COMPENSATION.**

a. The monthly compensation shall be $6,416.67, based on Attorney's selected caseload. *Attorney shall be compensated with these equal monthly payments even if Attorney's caseload, in any given year, doesn't reach the selected caseload cap.*

All remaining provisions remain in full effect.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

BENTON COUNTY

Date_____

Chairman

Commissioner

Commissioner

Constituting the Board of County Commissioners for Benton County

Attest:

Clerk of the Board

Approved as to Form and Content

DocuSigned by:
Michael Vander Sys
3C4D65ED0BC4489...

Michael Vander Sys
Public Defense Manager

ATTORNEY

Date 9/20/2022

DocuSigned by:
Brian Hultgrenn
4D6F0B479FE1465...

Brian V. Hultgrenn, WSBA 34277

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 4, 2022
Subject:	Amending Professional Services Agreement with attorney Michelle Alexander
Presenter:	
Prepared By:	Michael Vander Sys
Reviewed By:	Denise Gerry

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 is legally obligated to provide public defense services in Benton County Superior Court on adult criminal cases ("Services"). Michelle Alexander has been providing Services in Benton County Superior Court.

Benton County District Court has created a drug court program requiring the appointment of a defense attorney to provide representation in the program. Michelle Alexander has been identified and selected as having the necessary qualifications and experience to provide representation for this program.

Beginning on October 1, 2022, Michelle Alexander will provide representation for the drug court docket and also will carry a reduced caseload in Benton County Superior Court.

Fiscal Impact

None beyond budgeted.

Recommendation

Execute professional services agreement with attorney Michelle Alexander for coverage of Benton County District Court Drug Court and a partial Benton County Superior Court caseload.

Suggested Motion

Approve with consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AMENDING PROFESSIONAL SERVICES AGREEMENT RESOLUTION 2021-460 IN BENTON COUNTY SUPERIOR COURT WITH ATTORNEY MICHELLE ALEXANDER TO INCLUDE REPRESENTATION FOR BENTON COUNTY DISTRICT COURT DRUG COURT

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

WHEREAS, Benton County District Court has a newly created drug court program beginning on October 1, 2022, in which County is obligated to provide an attorney for representation; and

WHEREAS, attorney Michelle Alexander has been selected to provide representation on the Benton County District Court Drug Court Docket; and

WHEREAS, it is in the best interests of Benton County to amend the professional services agreement with Michelle Alexander for public defense services in Benton County Superior Court and appointment to the Benton County District Court Drug Court docket; **NOW, THEREFORE**

BE IT RESOLVED that the proposed amendment to professional services agreement Resolution 2021-460 with Michelle Alexander to provide public defense services in Benton County Superior Court for adult criminal cases and to provide representation in Benton County District Court on the Drug Court Docket, effective 10/1/22 through 12/31/23 with compensation of $8,550.00 per month plus other allowable expenses, premiums and fees as detailed, is hereby amended and executed on behalf of Benton County.

Dated this _____ day of _____ 20 _____

_____
Chairman of the Board

_____
Member

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

Attest: _____
Clerk of the Board

cc: Originals – OPD, Michelle Alexander
Copy – Auditor, Superior Court, S. Godinez

M. Vander Sys

DocuSign Envelope ID: 84A7BD6F-F72D-404A-A76F-76798035A369

AMENDED

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON COUNTY SUPERIOR COURT

BCSC2122MMA-001

CONTRACT SUMMARY			
Contract Type	Monthly		
Contract Number	BCSC2122MMA-001	**Contract Holder**	Michelle Alexander
WSBA #	29291	**Effective Dates**	05/21/21 to 12/31/23
Caseload Cap	**90 + District Court Drug Court**	**Compensation**	**$8,550 per Month $700 per case**
Assigned Court	**Superior Court**	**Compensation Structure**	**By the case but paid monthly**
Contract Slot Identifier SCF-3			

THIS AGREEMENT previously entered into by and between **Michelle Alexander,** attorney at law, Washington State Bar Association #29291 ("Attorney"), and **BENTON COUNTY, WASHINGTON**, a state of Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court.

IS HEREBY AMENDED AS FOLLOWS:

Effective October 1, 2022 until December 31, 2023:

The caseload capacity for October through December 2022 shall be reduced to a prorated amount based on 90 cases for the year. Attorney will be assigned to the newly created district court drug court docket as provided in the underlying Agreement.

All other provisions in the underlying Agreement shall remain in full force and effect except for the following amendments:

1. **AGREEMENT TERM.** This Agreement shall be extended until December 31, 2023.

7. **NUMBER OF APPOINTMENTS.** During each calendar year of the term of this Agreement, Attorney agrees to and shall accept appointments hereunder to represent persons in the Benton County Superior Court up to a maximum of **90 total cases per calendar year** (proratable for any partial calendar year).

The second part of Attorney's caseload will consist of full public defense representation to all participants or prospective participants in District Court Drug Court ("DC").

More specifically, Attorney shall have the following duties regarding cases accepted into DC:

i. Attendance at all DC "Team meetings";

ii. Attendance at all DC dockets;

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iii. Meeting with DC participants as necessary to advise them about the DC process or system, assist them with participation hurdles, encourage compliance, answer questions, and prepare to advocate against sanctions;

iv. Preparation for, and advocacy on behalf of, clients at any sanctions hearings;

v. Taking any and all other action necessary to effectively advocate for the legal rights and interests of, participants in DC as would be required of Attorney by the Rules of Professional Conduct and such standards as are recognized by the appellate courts of Washington State that would be applicable to attorneys defending participants in a similar therapeutic court;

Attorney shall have the following duties regarding cases involving *prospective* DC participants (ie that have been identified as potential candidates for DC or have been referred to DC for review, but have not yet been formally accepted into the DC program):

vi. Meeting with potential VC participants to discuss the DC program and advise them of their legal rights and options in regard thereto ("Pre-DC Counseling");

vii. Participation in VC case screening with the DC Manager or other DC staff or team members;

viii. Consulting with other criminal defense lawyers as requested to assist them with referrals to the DC program;

ix. If the case has been appointed to Attorney pre-DC acceptance, then Attorney shall attend pre-trial court dates with the client and take any necessary action, including, but not limited to, advising the court and prosecutor of the fact that the case may be admitted to DC, in order to protect the rights of such a client until a decision is made whether to admit the case to DC;

12. **COMPENSATION.**

a. Attorney shall be compensated in the amount of **$700 per case and $3300/month for District Court Drug Court representation**. For the mutual convenience of the parties, Attorney shall be compensated in equal monthly payments of $8,550, based on Attorney's selected caseload.

Attorney shall receive additional compensation for the following assignments:

Type of Assignment	**Additional Compensation**
Class A felony	$700
Unusually complex or laborious cases	Up to $1,400 (at the discretion of the Public Defense Manager)
Material witness matters	$225

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Provisional representation during preliminary appearance dockets (Monday, Tuesday or Friday) to cover for a Staff Defender's unavailability	$175
DOSA or SSOSA review on Attorney's own case	$225 per year that reviews continue
Post-sentencing matter on Attorney's own case	$225

In order to receive additional compensation for the assignments listed above, Attorney shall submit Claims for Compensation pursuant to the terms of Section 12c. below.

b. In addition to receiving the above-stated compensation under paragraph 12.a., Attorney shall receive $400.00 per day for each full day of trial and $200.00 for each partial day of trial, not to include pre-trial motions or time waiting for disposition. A full day of trial is defined as actual trial proceedings going beyond 2 p.m. each day. "Trial" for purposes of this paragraph 12.b. only, shall be defined as actual proceedings related to a jury or bench trial in court, and on the record, including jury selection, all portions of the trial, and any special set sentencing proceeding. Trial shall not include any time awaiting a jury decision (even if Attorney is required to remain in or close by the courthouse) and also shall not include any time conferring with the Judge or any other persons off the record. In any case where Attorney has actually expended time or resources preparing for trial and, because of either a motion to dismiss by the prosecutor or the extension of a more favorable offer by the prosecution communicated on the day of trial, the need for trial is permanently eliminated, then Attorney shall nonetheless be entitled to a trial per diem in the amount of $400.00 if the matter was scheduled for a jury trial or $200.00 if the matter was scheduled for a bench trial. Attorney may seek compensation for trial per diem by submitting a claim for compensation utilizing the procedure set forth in paragraph 12.d. below. Any claims for trial per diem for matters where the trial was canceled permanently due to a better plea offer or motion to dismiss by the prosecutor on the day of trial shall include a statement that the Attorney did actually expend time or resources preparing for the trial and that the better plea offer or motion to dismiss was not fully anticipated at a time prior to the day of trial.

c. Attorney acknowledges and agrees that the above-stated compensation to Attorney under paragraphs 12.a. and 12.b. shall constitute Attorney's full and exclusive compensation hereunder for all cases handled by Attorney under this Agreement, and Attorney shall not be entitled to receive any other additional compensation for services performed under this Agreement.

d. No claim for compensation is necessary for Attorney to receive the monthly compensation due under Section 12a. herein. As a precondition to Attorney receiving payment of the additional compensation specified under paragraphs 12.b. above, or for the specific assignment types warranting additional compensation as listed in Section 12a., Attorney must submit a claim for compensation to the PDM that includes the necessary information specified in said paragraphs (exercising appropriate discretion to protect client confidentiality given that such claims are matters of public record unless

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sealed by the court at Attorney's request). Attorney's administrative time expended to prepare, submit, and process claims for compensation shall not be billable to the County. All claims for compensation shall be subject to the PDM's review and final approval for payment. Attorney shall submit claims for compensation to the PDM within sixty (60) days of Attorney becoming entitled to receive such compensation, and the County shall have the right to deny payment of any claim for compensation that is not timely submitted within said requisite sixty (60) day period. e. If any submitted claim for compensation is disapproved by the PDM in whole or in part for any reason(s), the PDM shall promptly provide Attorney with written notice of such disapproval that specifically identifies and describes the reason(s) for disapproval ("Dispute Notice"). Upon Attorney's receipt of a Dispute Notice, Attorney must notify the PDM in writing within ten (10) business days thereafter if Attorney disputes, and desires to have the PDM reconsider, the Dispute Notice, and Attorney must include with that notice to the PDM any information and/or documentation that Attorney wants the PDM to review and consider as part of that reconsideration process (including, without limitation, full copies of any documents from the official court file relating to the particular case(s) addressed by the Dispute Notice, which court-filed documents the parties' hereby agree shall be conclusively presumed as being complete and accurate for purposes of addressing and resolving any contested Dispute Notice). If Attorney fails to duly respond to a Dispute Notice within said ten (10) day period, the contents of the Dispute Notice shall then become conclusively binding on Attorney and shall be used by the County to calculate and make any compensation payment to Attorney arising from the disapproved claim for compensation. If Attorney duly responds to a Dispute Notice within said ten (10) day period, and if the result of the above-referenced reconsideration process does not fully resolve the disputed issue(s) arising from the Dispute Notice, the parties may then proceed to address and resolve the disputed issue(s) pursuant to the provisions of paragraph 31 below.

f. Attorney shall notify the PDM about any case appointment for which Attorney has already been compensated but for which Attorney has lost eligibility for full case equivalent credit by virtue of a substitution of counsel or withdrawal by Attorney for any other reason before the omnibus hearing as provided in paragraph 8.(xi) above. Attorney shall provide such notice within thirty (30) days of such event (i.e., the substitution of counsel or withdrawal by Attorney resulting in lost eligibility for full case equivalent credit) and, if Attorney believes partial/fractional case equivalent credit is warranted under the provisions of above paragraph 8.(xi), Attorney shall include with such notice a written claim for partial/fractional case equivalent credit to be potentially used and applied for purposes of reversing the previously-awarded full case equivalent credit and correspondingly reducing the compensation previously paid to Attorney based thereon. If Attorney fails to notify the PDM as required in this paragraph 12.f. within said thirty (30) day period, Attorney shall forfeit any eligibility for partial/fractional credit and shall receive no credit for the particular case appointment even if Attorney performed services for which partial/fractional case equivalent credit may have otherwise been awarded under paragraph 8.(xi).

g. The County shall have the right at any time (even after compensation has been paid to Attorney) to audit records pertaining to Attorney's case appointments under this Agreement, and if such audit determines that Attorney has lost eligibility to receive a full case equivalent credit for a particular case appointment by virtue of a substitution of counsel or withdrawal by Attorney for any other reason, the County shall then be entitled to immediately setoff and deduct any compensation amount(s) previously paid to Attorney

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for such case appointment, but for which Attorney is no longer eligible to receive, from any compensation amounts then due or thereafter becoming due to Attorney hereunder. Attorney's potential eligibility to receive partial credit for such cases shall be determined pursuant to above paragraphs 8.(xi) and 12.f.

h. To assist County in maintaining accurate caseload records, Attorney shall provide County with monthly caseload reports, containing an accurate listing of cases and other matters appointed during the month. These reports shall use the form and format prescribed by County, and are due on the 15th day of the following month. For example, the caseload report for February, 2019 is due by March 15, 2019. Failure to submit caseload reports shall constitute a breach of this contract and Attorney's compensation may be withheld until Attorney is in compliance.

i. County will compare submitted caseload reports with its internal records and note any discrepancies. If any are found and County cannot reasonable resolve it, then Attorney will be notified of such discrepancy by way of a Discrepancy Report. Thereafter, Attorney shall be responsible for providing records sufficient to prove Attorney's appointment to the case in question and entitlement for credit. If Attorney is unable to do so or does not do so within 10 business days of receiving a Discrepancy Report from the County, then Attorney may be regarded as having forfeited credit for the case in question.

13. **HOMICIDE/PERSISTENT OFFENDER CASES.** If Attorney wishes to be appointed to provide public defense services on Homicide and Persistent Offender cases, and is capable and certified to do so (under State court rules as well as local rules and Superior Court practices) then Attorney may be so appointed. For Homicide and Persistent Offender cases, Attorney shall be entitled to compensation in the amount of $85 per hour, up to an initial maximum of $10,000, billed in increments of 1/10 hours. Upon consultation, the Public Defense Manager may increase the maximum in whatever increments he sees fit, by issuing a Funding Authorization email through OPD's email-based funding authorization system.

14. **COSTS AND EXPENSES.**

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

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

(i) Attorney shall be entitled to receive reimbursement for the actual cost of such out-of-pocket expenditures or may arrange with the PDM for the service provider (e.g., private investigator, psychologist/psychiatrist, interpreter, testing lab, or expert witness) to be compensated directly by the County provided

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that, however, Attorney shall not incur any such expense (and shall not direct a service provider to incur any expenses), nor shall Attorney be entitled to be reimbursed or the service provider compensated for any such expense, unless such expense has been pre-approved by the PDM in writing pursuant to pre-approval process established by the PDM and promulgated by written policy. Such pre-authorization will state and provide a specific dollar amount for the requested and authorized expenditure; provided that, in the event it is not reasonably possible to state and provide a specific dollar amount for a particular requested expenditure, such pre-authorization may nevertheless provide authorization for the expenditure but shall establish and set forth a maximum dollar expenditure amount. In regard to any reimbursement to Attorney for any PDM-approved expenditures and costs pertaining to case-related travel, meals, and lodging, any reimbursement to Attorney for such expenditures and costs shall not exceed the locally adjusted amounts that are established and published by the Federal General Services Administration.

(ii) In addition to any other prerequisites imposed by court rules, procedures, or standards, as a precondition to Attorney being eligible to be reimbursed or a service provider being eligible to be compensated for an expenditure under paragraph 14.b., either Attorney or the service provider shall be required to submit a claim for reimbursement/compensation to the PDM that identifies the specific expenditure(s) for which reimbursement is sought (exercising appropriate discretion to protect client confidentiality given that such claims are matters of public record unless sealed by the court at Attorney's request) and that has attached thereto a copy of the PDM's pre-authorization that specifically pre-approved and authorized such expenditure(s) (unless sealed by the court at Attorney's request) together with attached copies of all written payment receipts relating to such incurred expenditure(s) (unless sealed by the court at Attorney's request). Attorney's administrative time expended to prepare, submit, and process claims shall not be billable to the County. All payment vouchers and claims for reimbursement/compensation under this paragraph shall be subject to the PDM's review and final approval for payment. Attorney shall submit claims for reimbursement to the PDM within sixty (60) days of Attorney incurring the expense(s) for which reimbursement is sought, and the County shall have the right to deny payment of any claim that is not timely submitted within said requisite sixty (60) day period.

15. **ADDITIONAL ASSISTANCE.** Attorney may from time-to-time be appointed to handle certain Class-A or other serious or complex felony matters hereunder in Benton County Superior Court that may require an extraordinarily excessive amount of Attorney's time and/or responsibility. If Attorney is appointed to handle such a matter, Attorney may request that the PDM appoint one of the other Benton County Criminal Defense Panel attorneys to assist Attorney in such matter, with the other attorney (unless prevented by a conflict of interest) being appointed to assist Attorney in the same manner as any other indigent defense appointment. The decision about whether or not to appoint an additional Attorney for assistance shall be made in the sole and absolute discretion of the PDM. The parties intend that the provisions of this paragraph may be pursued and utilized only under extraordinary and exceptional circumstances when the appointment of another attorney is actually necessary to prevent Attorney from performing an inordinately greater amount of work or accepting an inordinately greater amount of responsibility than the other members of the Benton County Criminal Defense Panel. Notwithstanding the

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foregoing provisions of this paragraph, however, if the Benton County Superior Court determines in any particular matter that the appointment of another attorney to assist Attorney requires the appointment of a non-panel member attorney because of the nature and complexity of the particular matter, the County recognizes that the Court would have the ultimate and inherent discretion and power to do so.

16. **INDEMNIFICATION AND HOLD HARMLESS.** Attorney agrees to and shall fully indemnify and hold fully harmless the County and its elected/appointed representatives, officers, employees, and agents from and for any and all losses, damages, costs, charges, claims, demands, suits, or actions of whatsoever nature directly or indirectly arising out of or by reason of Attorney's (or any person, employee, agent, contractor, or entity acting for or on behalf of Attorney or at Attorney's request or direction) acts, defaults, errors and/or omissions of whatsoever nature in the performance of legal services to any person under this Agreement. In the event any suit or any other type of legal proceeding is brought against the County or any of its elected/appointed representatives, officers, employees or agents at any time on account of or by reason of any such acts, defaults, errors and/or omissions, Attorney hereby covenants and agrees to assume the defense thereof (through counsel acceptable to the County) and to defend the same at Attorney's sole cost and expense and to pay any and all costs, charges, attorneys' fees, and other expenses as well as any and all judgments or awards that may be incurred by or entered against the County or any of its elected/appointed representatives, officers, employees or agents in such suits or other legal proceedings; provided that, however, the County shall, at all times, retain the full and exclusive right to control the terms and conditions of any type of settlement or other resolution of any such suit or legal proceeding. Without limiting the intended broad scope and application of the indemnification and hold harmless provisions of this paragraph, for purposes of this paragraph, Attorney waives, with respect to the County only, any immunity that would otherwise be available to Attorney under the Industrial Insurance Act provisions of Title 51 RCW or any other similar workers/employee disability or benefit law. The indemnification and hold harmless provisions of this paragraph shall survive the termination or expiration of this Agreement.

17. **INSURANCE.**

a. Attorney shall obtain and maintain, at Attorney's sole cost and expense, a policy of professional liability insurance in an amount of not less than $1,000,000.00 per claim nor less than $1,000,000.00 in the aggregate during the policy term and with a maximum deductible of not more than $10,000.00.

(i) Said policy shall include coverage as an additional insured for any other person(s) or attorney(s) acting for or on behalf of Attorney in the performance of this Agreement; shall provide professional liability insurance coverage for any acts, errors and/or omissions by Attorney (and/or such additional insureds) during the course of performing legal services under this Agreement; shall require that the insurance company provide the County with no less than thirty (30) days prior written notice in the event the policy is cancelled or materially altered; shall comply with all applicable state of Washington insurance requirements; and shall be issued by an insurance company rated A- or better by A.M. Best authorized to conduct business and issue insurance in the state of Washington.

(ii) Attorney shall continuously maintain the professional liability insurance coverage required by this paragraph 17.a. throughout the entire term of

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this Agreement, throughout any other longer time period during which Attorney is obligated to continue performing services and duties hereunder, and for a period of no less than thirty-six (36) consecutive months after Attorney has fully completed all services and duties required hereunder.

b. Attorney shall also obtain and maintain, at Attorney's sole cost and expense, a policy of Commercial General Liability insurance (including Endorsement Form CG2011 or direct equivalent insurance industry additional insured endorsement form and including Contractual Liability coverage) in the amount of not less than $1,000,000.00 per occurrence nor less than $2,000,000.00 in the aggregate during the policy term. Additionally, if Attorney is an employer, Attorney shall obtain and maintain, at Attorney's sole cost and expense, a policy of Statutory Workers Compensation and Employers Liability/Stop Gap insurance in the amount of not less than $1,000,000.00.

(i) The policy of Commercial General Liability insurance shall be written on an occurrence basis; shall name the County, the Benton County Superior Court, and their elected/appointed representatives, officers, employees and agents as additional insureds; shall be primary coverage for both defense and indemnity and non-contributory with any insurance coverage maintained by the County; and shall provide for waiver of subrogation rights as to the County.

(ii) The insurance policies required by this paragraph 17.b shall require that the insurance company provide the County with no less than thirty (30) days prior written notice in the event the policy is cancelled or materially altered; shall comply with all applicable state of Washington insurance requirements; and shall be issued by an insurance company rated A- or better by A.M. Best authorized to conduct business and issue insurance in the state of Washington.

(iii) Attorney shall continuously maintain the insurance coverage required by this paragraph 17.b. throughout the entire term of this Agreement and throughout any other longer time period during which Attorney is obligated to continue performing services and duties hereunder.

c. Contemporaneously with Attorney's execution of this Agreement, Attorney shall provide the County with copies or certificates of the insurance policies and coverage (including any endorsements) required under this paragraph 17, and Attorney shall annually provide the County with the same type of documented proof and confirmation that such insurance policies and coverage continue to exist no later than thirty (30) days after the policies' annual renewal date(s).

18. **COMPLAINTS; PERFORMANCE MONITORING.** In the event that the PDM, another employee/representative of the County's Office of Public Defense, or the Benton County Superior Court receives an oral/written communication from a person represented by Attorney under this Agreement that in substance asserts an unresolved complaint about the legal services rendered to such person by Attorney and is not readily subject to resolution simply by facilitating communication between Attorney and client, a written, dated, and signed statement shall be obtained from the complainant describing and detailing the relevant facts and circumstances underlying and alleged in the complaint, copies of which shall be provided to the PDM.

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

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

19. **TERMINATION.**

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

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

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

c. In addition to the foregoing provisions regarding termination, either party may elect to terminate this Agreement with or without cause or reason by providing the other party with sixty (60) days advance written notice of such election. Attorney shall continue to receive case appointments during said sixty (60) day notice period and shall have continued responsibility for those appointed cases pursuant to paragraph 6 above. A sixty (60) day notice of termination given by either party under this paragraph 19.c. shall be fully and immediately effective when received by the recipient party pursuant to the provisions of below paragraph 32 (notwithstanding the inclusion of any contrary terms or language in the notice) without any need for formal or informal acceptance or any other response by the recipient party, and such notice may not thereafter be rescinded/revoked by the party giving such notice unless such rescission/revocation is expressly acknowledged and agreed to by the recipient party in writing in the recipient party's sole discretion.

d. In any event, regardless of the manner in which this Agreement is terminated, Attorney acknowledges and agrees that Attorney shall not be entitled to receive any further compensation from the County in the event this Agreement is terminated; provided that, Attorney shall be entitled to be paid for any unpaid compensation duly earned by Attorney under this Agreement up to the date of termination. Additionally, as required by paragraph 6 above, the termination of this Agreement, regardless of the manner of termination, shall not relieve Attorney from the obligation and duty to continue representing all persons whom Attorney was appointed to represent prior to the termination unless Attorney is expressly barred or prohibited from doing so by court order and/or the suspension/disbarment of Attorney from the practice of law in Washington.

e. If the County decides in its discretion to provide public defense representation in Benton County Superior Court through a County agency (such as an Office of Public Defense or similar entity) that would reduce or fully eliminate the need for continuing this Agreement with Attorney, the County will notify Attorney of the County's intentions in that regard as soon as reasonably practicable so that Attorney and the County can coordinate and pursue an appropriate transition. Upon receipt of such notice from the County, Attorney may apply to the County for available staff-attorney employment positions in such agency in accordance with the County's then-existing hiring and employment practices and policies; though Attorney understands and acknowledges that the hiring of Attorney to fill any such positions would not be automatic nor in any way guaranteed.

20. **INDEPENDENT CONTRACTOR.** Attorney fully understands, acknowledges, and agrees that Attorney shall not be an agent, representative, or employee of the County or the

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Benton County Superior Court for any type of purpose or situation whatsoever (including, without limitation, for purposes of any type of wage, hours/overtime, workers/industrial insurance compensation, unemployment, fair labor, and/or employee benefit/leave laws, disability act coverage or rules, and/or regulations) and that Attorney, as of the date of this Agreement and throughout its entire term, is and will always be acting and operating as a fully independent contractor. In that regard, subject to Attorney's duties, responsibilities and obligations imposed under this Agreement, Attorney shall have sole and absolute discretion using Attorney's best professional legal judgment to determine the manner and means of providing the legal representation services required under this Agreement; and neither the County, the PDM, the Superior Court Administrator, nor the Benton County Superior Court shall have any authority or duty to directly control the actual performance of Attorney's professional services hereunder.

21. **NON-ASSIGNMENT AND TEMPORARY SUBSTITUTIONS.** Except as otherwise expressly provided in paragraphs 21.a-d. below, Attorney shall not allow or arrange for any other person to perform any of the services required by this Agreement, nor shall Attorney assign, subcontract out, or otherwise delegate any of Attorney's rights, responsibilities, or obligations under this Agreement.

a. Attorney and any of the other Benton County Criminal Defense Panel members may mutually agree to make temporary, substitute appearances for each other on routine docket matters and routine court hearings on an as-needed basis as approved by the court and by the person being represented (if that person has previously discussed the case with his/her appointed attorney). Any compensation or consideration (if any) to be paid or given by Attorney to the other Benton County Criminal Defense Panel members for such substitution(s) shall be a matter of direct negotiation and agreement between Attorney and said other panel members, and said other members shall not be entitled to receive any additional compensation from the County for such substitution(s).

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

(i) Any compensation or consideration (if any) to be paid or given by Attorney to such other attorney for such substitution(s) shall be a matter of direct negotiation and agreement between Attorney and such other attorney, and such

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other attorney shall not be entitled to receive any compensation from the County for such substitution(s).

(ii) Unless called to active military duty, Attorney shall be responsible to ensure that such other attorney fully complies with all terms and conditions of this Agreement during such temporary absence period (including, without limitation, the requirement to maintain the insurance coverage specified in paragraph 17 above), and Attorney shall be liable for any damages or losses sustained as a result of such other attorney's non-compliance with the terms and conditions of this Agreement.

c. In the event Attorney is called up for active military duty or for direct civilian support of active military operations, Attorney shall provide the PDM with written notice of such event within five (5) business days of Attorney being called up so that the PDM and Attorney can coordinate and arrange for an appropriate substitute attorney to handle Attorney's duties under this Agreement while Attorney is on military leave and any reasonable back-to-civilian-life transition time requested by Attorney upon return. Conditioned upon Attorney complying with said notice and cooperation requirements, Attorney shall be entitled to resume Attorney's contract duties hereunder upon written request to the PDM within a reasonable time after Attorney's return from active service, but Attorney shall receive no compensation under this Agreement while on leave or during any such transition time.

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

(i) The proposed sub-contractor meets all the criteria set out in Section 3 of this Agreement; and

(ii) County agrees to the selection of the sub-contractor in its sole and exclusive discretion; and

(iii) Sub-contractor signs an acknowledgement and agreement to abide by all the terms and conditions of this Agreement (in such form as may be required by County); and

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

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

23. **OTHER APPOINTMENTS.** Attorney shall not enter into any contract/arrangement to perform criminal prosecution services in any court or jurisdiction. Subject to, and without limiting/waiving, Attorney's duties and obligations under this Agreement, Attorney may enter into a part-time contract/arrangement to receive public defense appointments in another court or

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jurisdiction, provided that, and on the indispensable condition that, Attorney's duties and obligations under said part-time contract/arrangement will not conflict with or interfere with Attorney's ability to timely and effectively perform Attorney's duties and obligations under this Agreement. Consistent with Attorney's status as an independent contractor, Attorney shall have sole and personal professional responsibility for ensuring that Attorney's obligations on other contracts or arrangements to receive public defense appointments, when combined with this Agreement, are fully in compliance with Washington State Standards for Indigent Defense including, but not limited to, the caseload standards contained therein.

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

25. **ENTIRE AGREEMENT.** This Agreement constitutes the entire integrated agreement and understanding of the undersigned parties. No amendment, modification or other type of change to this Agreement shall be valid or enforceable unless reduced to writing and signed by the parties.26.

26. **CAPTIONS; TIME COMPUTATION.**

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

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

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

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

29. **SEVERABILITY.** In the event that any one or more provisions contained in this Agreement shall, for whatever reason, be determined by arbitration to be invalid, illegal or unenforceable in any respect, such invalid, illegal or unenforceable provision(s) shall not affect any other provision hereof, and this Agreement shall nevertheless be construed and enforced as if such invalid, illegal or unenforceable provision(s) were not contained herein.

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

31. **DISPUTE RESOLUTION.**

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

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

c. In the event that mediation proves unsuccessful in resolving the dispute, the parties shall submit the dispute for resolution via binding arbitration pursuant to RCW Chapter 7.04A. A single arbitrator (who must be a Washington-licensed attorney experienced in contract disputes) shall be selected by agreement of the parties or, in the absence of agreement, each party shall select one (1) arbitrator (who must be a Washington-licensed attorney experienced in contract disputes) and those two (2) so selected arbitrators shall mutually select a third arbitrator (who must be a Washington-licensed attorney experienced in contract disputes). The County shall pay one-half of the fees and expenses of the arbitrator(s), and Attorney shall pay the other one-half of such fees and expenses. The provisions of RCW Chapter 7.04A and applicable Mandatory Arbitration Rules as adopted and implemented in Superior Court shall be binding as to procedure, except as to the right of appeal, which shall not be applicable. Within ten (10) business days after the unsuccessful mediation session, the arbitrator(s) shall be selected and designated, and the hearing shall be held within thirty (30) business days after designation of the arbitrator(s), unless the parties mutually agree otherwise. The arbitrator(s) shall render a written decision and award within ten (10) business days of such hearing. Without limitation, the arbitrator(s) may award damages, specific performance, and/or injunctive relief, and may register a judgment in Benton County Superior Court, including judgment by default. The most prevailing party shall be entitled

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to recover such party's reasonable attorneys' fees, costs and expenses from the other party as a part of the arbitration decision and award. In the event of suit or action to enforce an arbitration award, venue shall lie exclusively in Benton County Superior Court, and the most prevailing party in such suit or action shall be entitled to recover such party's reasonable attorneys' fees, costs and expenses from the other party.

32. **NOTICES.**

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

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

OPDNotices@co.benton.wa.us

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

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

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

34. **PUBLIC DEFENSE MANAGER.** Attorney acknowledges that the County has employed the above-referenced PDM to coordinate, monitor, and evaluate the performances and compliance of independent contractor attorneys (like Attorney) under public defense agreements with the County. Attorney further acknowledges that the County has the right and discretion to direct the PDM to assume and fulfill various roles and functions under this Agreement. Though

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the PDM will not have or attempt to exercise direct control over the manner and means in which Attorney provides legal services under this Agreement, Attorney agrees to reasonably cooperate with the PDM (and his designees), and to promptly comply with reasonable requests from the PDM (and/or his designees), to allow for the effective monitoring and evaluation of Attorney's performance under and in compliance with this Agreement.

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

BENTON COUNTY

Date_____

Chairman

Commissioner

Commissioner

Constituting the Board of County Commissioners for Benton County

Attest:

Clerk of the Board

Approved as to Form and Content

DocuSigned by:
Michael Vander Sys
8C4D65ED0BC4489...

Michael Vander Sys
Public Defense Manager

ATTORNEY

Date 9/20/2022

DocuSigned by:
Michelle Alexander
C6A621067A2E5452...

Michelle Alexander, WSBA 29291
Not valid unless Performance Standards Monitoring Acknowledgment on following page is also signed.

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EXHIBIT A

PERFORMANCE STANDARDS MONITORING

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

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

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

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

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

Attorney acknowledgment:

DocuSigned by:
Michelle Alexander
6A62096F4E054...

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

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 4, 2022
Subject:	Amendment of professional services agreement with Angel Betancourt
Presenter:	n/a
Prepared By:	Michael Vander Sys
Reviewed By:	Denise Gerry

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 currently contracts with attorney Angel Betancourt ("Attorney") for public defense services in Blake cases by way of a professional services agreement executed through Resolution #2022-037 (the "Contract").

Because of changes in document collection and procedural hurdles, other jurisdictions have increased the rate at which the state Office of Public Defense (OPD) compensates attorneys for these types of cases. Accordingly, because this agreement is paid entirely from a grant from the state OPD, an increase in compensation is necessary to continue representation in these types of cases. Therefore, it is necessary to amend the professional services agreement with Attorney to $90/hour for attorney costs and $46/hour for paralegal costs.

The proposed amendment accomplishes this.

Fiscal Impact

None

Recommendation

Recommend approving the proposed amendment to the professional services agreement with Angel Betancourt.

Suggested Motion

Approve with consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AMENDING RESOLUTION 2022-037 SUPERIOR COURT BLAKE CASE CONVICTION PROFESSIONAL SERVICES AGREEMENT WITH ATTORNEY ANGEL BETANCOURT TO PROVIDE FOR CHANGE IN COMPENSATION

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

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

WHEREAS, it has become necessary to modify the nature of the Services provided by Attorney because of increased cost to perform the work and to match the Benton County agreement with that executed in other jurisdictions; and

WHEREAS, County has a reimbursement grant from state OPD, resulting in no financial impact in amending the agreement. It is therefore appropriate to amend the Agreement with Attorney to provide for an increase in compensation; **NOW, THEREFORE**

BE IT RESOLVED that the public defense professional services agreement with attorney Angel Betancourt for Benton County Superior Court Blake case conviction vacations and resentencing cases, previously executed by and through Resolution #2022-037, with change in compensation to $90 per hour for attorney services and $46 per hour for paralegal services not to exceed $75,506.00 per year, plus other allowable expenses, premiums and fees as detailed, effective 10/1/22 through 12/31/22, is hereby amended and executed on behalf of Benton County.

Dated this _____ day of _____ 20 _____

_____
Chairman of the Board

_____
Member

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

Attest: _____
Clerk of the Board

cc: Originals – OPD, Angel Betancourt
Copy – Auditor, S Godinez

M. Vander Sys

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AMENDMENT TO

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON COUNTY SUPERIOR COURT

BCSC2122ADB001S

CONTRACT SUMMARY			
Contract Type	Special Assignment		
Contract Number	BCSC2122ADB001S	**Contract Holder**	Angel Betancourt
WSBA #	49091	**Effective Dates**	12/8/2021 – 12/31/2022
Caseload Cap	**n/a**	**Compensation**	**$90/hour Attorney $46/hour Paralegal**

THIS AGREEMENT previously entered into by and between **Angel Betancourt,** attorney at law, dba Betancourt Law, PLLC, Washington State Bar Association #49091 (“Attorney”), and **BENTON COUNTY, WASHINGTON**, a state of Washington political subdivision (”County”), for and on behalf of the Benton County Superior Court, executed by and through Resolution #2022-037.

IS HEREBY AMENDED AS FOLLOWS:

Effective October 1, 2022, Attorney shall be entitled to compensation at $90/hour. Paralegal shall be entitled to compensation in the amount of $46/hour. Total compensation is not to exceed $75,506.00/year.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

BENTON COUNTY

Date_____

Chairman

Commissioner

Commissioner

Constituting the Board of County Commissioners for Benton County

Attest:

Clerk of the Board

Approved as to Form and Content

DocuSigned by:
Michael Vander Sys
3C4D65ED0BC4489...

Michael Vander Sys
Public Defense Manager

ATTORNEY

Date 9/20/2022

DocuSigned by:
Angel Betancourt
41E8A12CDF5D...

Angel Betancourt, WSBA 49091
Not valid unless Performance Standards Monitoring Acknowledgment on following page is also signed.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	10/04/22
Subject:	Award of professional services agreement to Jared Hanson for Juvenile Court cases
Presenter:	N/A
Prepared By:	Michael Vander Sys
Reviewed By:	Denise Gerry

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 is legally obligated to provide public defense services in Benton County Juvenile Court ("Services").

Attorney Angel Betancourt of Betancourt Law, PLLC, has given notice of contract termination effective September 30, 2022. As part of his termination, Attorney Jared Hanson, also of Betancourt Law, PLLC, has agreed to take over the caseload previously handled by Attorney Angel Betancourt, resulting in a significant cost savings to Benton County.

Jared Hanson ("Attorney") is qualified to provide Services and interested in contracting with Benton County to do so. The proposed agreement and resolution effectuate a contract with Attorney for the provision of such Services on the terms contained therein, for the period from 10/01/22 to 12/31/22 at the rate of $7,145 per month.

Fiscal Impact

None beyond budgeted.

Recommendation

Execute contract with attorney Jared Hanson for public defense services in Benton County Juvenile Court for conflict/overflow cases. Approve associated resolution as presented.

Suggested Motion

Approve with consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING A PROFESSIONAL SERVICES AGREEMENT WITH ATTORNEY JARED HANSON TO PROVIDE PUBLIC DEFENSE SERVICES IN BENTON COUNTY JUVENILE COURT

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

WHEREAS, another juvenile attorney in the same firm has provided notice of termination, therefore it is necessary for County to award a professional services agreement at this time to provide Services; and

WHEREAS, awarding professional services agreement for Juvenile cases ensures representation for all cases in Benton County Juvenile Court; and

WHEREAS, attorney Jared Hanson is qualified to provide Services and interested in entering into an agreement with County for such Services; and

WHEREAS, a proposed professional services agreement with attorney Jared Hanson for Services is presented for execution by the Board of Commissioners; **NOW, THEREFORE**

BE IT RESOLVED that the proposed public defense contract with attorney Jared Hanson, to provide public defense services in Benton County Juvenile Court, for the time period from 10/01/22 to 12/31/22 for compensation not to exceed $7145 per month, plus other allowable expenses, premiums, and fees as detailed, is hereby approved and executed on behalf of Benton County.

Dated this _____ day of _____ 20 _____

_____
Chairman of the Board

_____
Member

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

Attest: _____
Clerk of the Board

cc: Originals – OPD, Jared Hanson
Copy – Auditor, S Godinez

M. Vander Sys

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PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO JUVENILES IN BENTON COUNTY JUVENILE COURT

BCJUV2122JH001

CONTRACT SUMMARY			
Contract Type	**Full Caseload - Monthly**		
Contract Number	**BCJUV2122JH001**	**Contract Holder**	**Jared Hanson**
WSBA #	**47891**	**Effective Dates**	**October 1, 2022 – December 31, 2022**
Caseload Cap	**235**	**Compensation**	**$7,145/mo**
Assigned Court	**Juvenile Court**	**Compensation Structure**	☐ **By the case** ☐ **Monthly** ☐ **Hourly** ☒ **By the case but paid monthly**
Compensation Payable To:	**Betancourt Law, PLLC**		
Contract Slot Identifier: JCF-3			

THIS AGREEMENT is entered into by and between **Jared Hanson**, attorney at law, Washington State Bar Association **# 47891** ("Attorney"), dba Betancourt Law, PLLC, and **BENTON COUNTY, WASHINGTON**, a state of Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court Juvenile Division ("Juvenile Court").

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

A. The County has the legal responsibility to provide legal defense services to juveniles charged with criminal offenses alleged to have been committed within the County's jurisdictional boundaries.

B. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with criminal offenses, and desires to contract with the County to provide legal services to juveniles subject to criminal charges in Juvenile Court.

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

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1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **October 1, 2022,** and shall continue thereafter through and including **December 31, 2022**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement. Upon expiration of this Agreement, depending on County's staffing needs, County may elect to utilize any legally appropriate means (including, but not limited, a Request for Qualifications) to select contract awardees. Thereupon, depending on factors including, but not limited to, County's staffing needs, number of qualified applicants, and Attorney's performance during the term of this Agreement, County may choose to re-award a contract to Attorney, to other attorneys, or to no-one, at its sole and exclusive discretion.

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

a. Attorney presently and regularly maintains (or has access to) an office adequate and appropriate for the practice of law at **1355 Columbia Park Trail, Richland, WA 99352**; Attorney's current local office telephone and fax numbers are **(509) 317-8184 and (509) 293-4057**, respectively; and Attorney's current office/work e-mail address is **jared@betancourtlawpllc.com**.

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

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

3. **ATTORNEY'S QUALIFICATIONS.** Attorney acknowledges and agrees that the County has an obligation to provide competent and effective legal counsel to juveniles subject to proceedings in Juvenile Court. Attorney shall perform all services hereunder in strict accordance with the usual skills and professional ethical standards exercised by attorneys engaged in the defense of persons accused of crimes in the state of Washington and generally exercised by members of the Washington State Bar Association ("WSBA"). Without limitation in that regard, Attorney acknowledges and agrees that Attorney has a fundamental duty and responsibility to effectively promote and protect the best interests and rights of all persons whom Attorney is appointed to represent under this Agreement.

a. As of the date of this Agreement, Attorney represents and warrants that Attorney is unconditionally licensed to practice law within the state of Washington; has had at least one (1) year of direct trial experience in criminal defense or criminal prosecution matters; meets the minimum standards for Superior Court juvenile public defense for Class B and Class C felonies as adopted by the Supreme Court; has not been

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a party to a previous personal services agreement with any governmental entity or any other entity for the provision of public indigent defense services that was terminated due to Attorney's breach or other contractual non-compliance; has not been previously employed by any governmental entity or any other entity to provide indigent defense services and had such employment terminated due to any reason relating to Attorney's job performance; has not been censured, admonished, or otherwise formally disciplined for past conduct or behavior that would negatively reflect on Attorney's duty and ability to effectively and competently render legal services hereunder; has not been suspended or disbarred from the practice of law in any state or other jurisdiction at any time in the past; and does not have any bar association complaints filed and pending against him/her.

(i) This Agreement may be subject to review and potential termination pursuant to paragraph 19 below in the event that Attorney's license to practice law in Washington is revoked or otherwise limited or restricted; in the event that a court of competent jurisdiction formally determines and expressly finds that Attorney has rendered ineffective assistance of counsel to any person; in the event that Attorney is censured, admonished, or otherwise formally disciplined for conduct or behavior that negatively reflects on Attorney's duty and ability to effectively and competently render legal services hereunder; or in the event that Attorney is suspended or disbarred from the practice of law in any other state or jurisdiction.

(ii) Attorney shall notify the County within five (5) business days if any event specified in paragraph 3.a.(i) occurs or if any bar association complaint is filed against Attorney. Failure to do so shall constitute a substantial and incurable breach of this Agreement and shall subject this Agreement, at the election of the County, to immediate termination.

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

(iv) Attorney represents, warrants, and certifies that Attorney has read and fully understands the requirements of RCW 13.40.570 (sexual misconduct by state employees, contractors) and all sex offense crimes included in RCW Chapter 9A.44. Attorney shall comply with any and all applicable legal and/or administrative requirements relating to the documenting and reporting of sexual misconduct.

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

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(a) Any felony offense as defined in RCW 9.94A.030 and RCW 9A.44.130 or misdemeanor sex offense under the laws of the State of Washington, any other state, or federal law;

(b) Any crime specified in RCW Chapter 9A.44 when the victim was a juvenile in the custody of, or under the jurisdiction of, the Juvenile Rehabilitation Administration, Washington Department of Social and Health Services;

(c) Any violent offense as defined in RCW 9.94A.030 or its equivalent in any other state or federal statute; and/or

(d) Any crime of dishonesty or deception.

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

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

c. Attorney represents and warrants that, throughout the entire term of this Agreement, Attorney's private law practice caseload; Attorney's schedule; and Attorney's office resources, equipment, and support staff will allow Attorney to competently undertake and effectively perform all services required under this Agreement. Attorney represents and warrants that Attorney's private law practice and schedule will not interfere with Attorney's ability to timely and effectively perform such services including, without limitation, Attorney's ability to prepare for and attend regularly scheduled trials and dockets or Attorney's ability to schedule and conduct face-to-face meetings with the persons Attorney is appointed to represent under this Agreement for purposes of

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discussing, preparing, and pursuing the most viable defense(s) and/or resolution available and keeping such persons reasonably apprised as to the status of their case.

d. Pursuant to RCW 10.101.050, no later than 15 calendar days after the end of each calendar year during the term of this Agreement, Attorney shall provide the PDM with a written report showing the total number and specific types of private practice cases (which for purposes of this Agreement shall include pro bono cases, retained-fee cases, and any cases handled by Attorney under any other professional/personal services agreement) in which Attorney provided legal services during the preceding year and the total number and specific types of appointed cases under this Agreement in which Attorney provided legal services during the preceding year. Additionally, in the event that the public defense attorney caseload activity reporting requirements under RCW 10.101.050 are later amended/modified, Attorney shall correspondingly comply with any such amended/modified reporting requirements without added compensation upon written notice from the County to do so.

e. Attorney recognizes and acknowledges that Attorney is required by Supreme Court Order to meet certain Supreme Court-adopted Standards for Indigent Defense ("Defense Standards") to provide quality representation to juveniles, and to periodically file certain certifications attesting to Attorney's compliance with such Defense Standards. Attorney understands and acknowledges that Attorney's compliance with such Defense Standards and periodic certification filing requirements is a direct professional and ethical obligation between Attorney and any court in which Attorney appears while performing services under this Agreement. Attorney further acknowledges and understands that, though Attorney's compliance with such Defense Standards and such periodic certification filing requirements is not an express term of this Agreement and therefore not subject to the County's monitoring or control, Attorney's noncompliance with such Defense Standards and/or such filing requirements would directly impair Attorney's ability to perform and fulfill Attorney's basic obligations under this Agreement. Accordingly, if the County is notified by any court in which Attorney appears to perform services under this Agreement that Attorney has failed to comply with such Defense Standards or such periodic certification filing requirements, Attorney shall then be considered to be in substantive breach of this Agreement and this Agreement shall then become subject to potential termination under the provisions of paragraph 19.b. below.

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

4. **OTHER INDIGENT DEFENSE ATTORNEYS.**

In addition to entering into this Agreement with Attorney, the County has entered into, or is contemplating entering into, separate and independent professional services agreements with other licensed attorneys to primarily provide criminal defense services to juveniles accused of crimes in Juvenile Court. Attorney agrees to fully cooperate and coordinate with such other independent contractor attorneys, the JCA, the PDM, and any attorneys hired and employed by the County ("Staff Defenders") to provide criminal defense services to persons accused of crimes in Juvenile Court, to establish a process to effectuate the efficient and equitable distribution of case appointments between Attorney, said other independent contractor attorneys, and said Staff

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Defenders (collectively the "Juvenile Court Criminal Defense Panel"). The JCA and/or the PDM shall have the inherent discretion and authority to monitor and control (and reasonably modify/change) such process.

5. **CASE APPOINTMENTS.** During the term of this Agreement, Attorney agrees to and shall accept appointments to represent juveniles (regardless of their race, color, national origin, age, sex, marital status, sexual orientation, handicap/disability, personal background, creed, or political or religious affiliation) on any matter in Juvenile Court in which publicly-provided counsel is furnished or required by law. More specifically, Attorney shall accept court appointments to represent juveniles on any of the following types of matters:

- Any criminal matter filed or otherwise pending under the applicable Washington criminal statutes and/or under any other applicable Washington law in Juvenile Court (not including Class A felony cases, until Attorney is qualified for such cases).

- Any post-disposition probation violation, revocation, modification, and/or contempt-of-court proceeding relating to any underlying criminal case.

- Any diversion referral consultation and/or diversion revocation proceeding.

- Any material witness or truancy matter (limited to those truancy matters scheduled on first-appearance dockets).

- Any misdemeanor or gross misdemeanor filed directly in Juvenile Court, whether as a part of another separate case or filed independently.

- Any material witness matter relating to a felony case or matter filed in Juvenile Court.

- Any case or matter returned to Juvenile Court from any higher court.

- Any other type of Juvenile Court case or matter (regardless whether criminal-based or civil-based) in which another Juvenile Court Criminal Defense Panel member and/or any other attorney who is under a professional services agreement to provide legal representation in Juvenile Court for Benton County (e.g., Juvenile Court civil defense panel attorney) is unable to handle due to a conflict of interest.

- Any case or matter for which post-conviction representation is mandated by law including, but not limited to, sentence reviews and requests for furloughs.

- **Attorney shall be appointed, and shall only accept appointments for, cases filed in Benton County Juvenile Court under this Agreement. If Attorney accepts appointments for any other jurisdiction, including Franklin County Juvenile Court, such appointments will not fall under the purview of this Agreement, will not be eligible for compensation, and will not count toward caseload limits in this Agreement.**

6. **CONTINUED REPRESENTATION.**

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Attorney has a duty to timely and fully complete all cases appointed to Attorney under this Agreement. "Timely and fully complete" means, for each case, continuing to represent the defendant up to and including the time of final disposition of their case whether by way of adjudication, dismissal of all charges, or a change of plea and entering of a disposition. Provided, however, that if a case is re-tried for any reason, Attorney shall only be entitled to the trial per diem, if applicable, for the re-trial, and not for any additional case credit. Provided further, however, if restitution is not agreed upon at time of dispositions and a separate restitution hearing is necessary, then Attorney shall represent the defendant at such restitution hearing in order to have "timely and fully completed" the case. In cases where a defendant is placed on a deferred prosecution or stipulated order of continuance program, then Attorney shall be responsible for providing legal representation to such a defendant in the event the defendant is accused of a violation of the terms of such program and is ordered to show cause why their participation in such program should not be terminated. The determination of case credit entitlement at such subsequent representation shall be governed by the provisions of Article 8 below.

Attorney's responsibility to provide continuing legal representation to clients upon expiration or termination of this Agreement shall be determined as follows: In the event of termination of this Agreement at the election of either party by providing ninety (90) days' notice of desire to do so as provided by paragraph 19.c below, Attorney shall provide the PDM and JCA with accurate documentation identifying Attorney's then-existing Juvenile Court caseload which shall include for each identified case the case title and cause number, the case type, the case status, and the next court appearance date ("Caseload Information"). Attorney shall provide the Caseload Information to the PDM and JCA contemporaneously with Attorney providing his/her notice of termination to the County (or, if the County provides the notice of termination to Attorney, within five (5) business days of Attorney receiving such notice) and Attorney shall again provide the PDM and JCA with updated Caseload Information sixty (60) days prior to the effective date of Agreement termination and again at thirty (30) days prior to said termination date. Attorney shall then be responsible for providing continued legal representation to clients in any and all such identified cases that remain unresolved as of the effective date of Agreement termination, except for the following matters in which Attorney's continuing representation of the client shall be limited to sixty (60) days following the termination date:

(i) Any civil-based matter,

(ii) Any deferred disposition matter,

(iii) Any matter involving a juvenile terminated from Drug Court,

(iv) Any matter involving a juvenile for whom a warrant has been issued,

(v) Special Sex Offender Disposition Alternative Revocation hearings,

(vi) Chemical Dependency Disposition Alternative Revocation Hearings, and/or

(vii) Any case where personal service is not affected within thirty (30) days of the date of the notice of termination.

7. **NUMBER OF APPOINTMENTS.** During each calendar year during the term of this Agreement, Attorney agrees to and shall accept appointments hereunder to represent

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juveniles in Juvenile Court up to a maximum of **235 total case equivalents per calendar year** (proratable for any partial calendar year).

8. **CASE EQUIVALENTS.**

a. For the sole and exclusive purpose of calculating Attorney's above-referenced "case equivalents" under this Agreement, the following provisions of this paragraph 8 shall apply, but such provisions are not intended to constitute, and do not constitute, any type of "weighting system" adopted by the County for purposes of Attorney's above-referenced certifications of compliance with the Defense Standards adopted by the Supreme Court, and such provisions shall not be used or relied upon by Attorney in any way for such reasons or any similar purposes.

- All criminal cases (including Class A felony cases or cases that require a declination hearing) shall count as one (1) case equivalent.
- An appointment to a dependency case shall count as five (5) case equivalents per year.
- An appointment on a mental or alcohol commitment shall count as one-third (1/3) of a case equivalent.
- An appointment on a Child In Need of Services (CHINS), Alternative Residential Placement (ARP), or a Youth at Risk Petition (YARP) shall count as two-thirds (2/3) of a case equivalent.
- An appointment to a Termination of Parental Rights case shall count as five (5) case equivalents per year. Provided, that if County, at any time, in its sole discretion, feels that counting Termination of Parental Rights cases as case equivalents may result in insufficient caseload resources to handle anticipated criminal caseloads, then County may, for any one or more Termination of Parental Rights cases, disregard the case equivalents for said cases and, instead, compensate Attorney in the amount of $1,659 per Termination of Parental Rights case per year.
- If Attorney is appointed to a case and withdraws prior to the omnibus hearing for any reason, including the substitution of retained counsel or a conflict of interest, that appointment shall not count as any case equivalent; provided that the JCA or PDM shall retain discretion to award a case equivalent value (or fractional portion thereof) if deemed appropriate.
- Case equivalent value assigned is based on cases, not charges, and is determined by the classification of the most serious offense charged.

b. An appointment to any matter in which Attorney was previously appointed shall not be further counted as any type of case equivalent if such matter was not fully

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concluded and subsequently arises again before the Juvenile Court and Attorney continues representing the same person in such matter (e.g., if Attorney was appointed to represent a person on a criminal charge who fails to appear for trial, Attorney's continued representation of such person following his/her later arrest shall be deemed as being a prior and ongoing representation and shall not count as any type of further or additional case equivalent). Provided that, however, if Attorney was appointed to represent a person who is duly tried, convicted, and sentenced, Attorney's subsequent representation of such person during subsequent proceedings for alleged violations of sentence conditions shall be deemed as being an independent and unrelated matter.

c. Except as may be otherwise specifically and expressly provided in this Agreement, an appointment to any matter involving multiple charges arising out of a single incident or series of substantially related incidents shall be considered as being one (1) case equivalent. Similarly, except as may be otherwise expressly provided in this Agreement, an appointment to any matter involving multiple charges brought/filed under a single cause number and/or which are properly joined for purposes of trial shall be considered as being one (1) case equivalent.

d. Throughout the term of this Agreement, the Legal Process Unit shall keep and maintain records consistent with the provisions of this Agreement in a format adequate to accurately track and monitor the number of Attorney's appointments and total case equivalents hereunder. The Legal Process Unit shall provide copies of such records to the JCA, PDM and Attorney on a monthly basis. Attorney shall have the burden of proof in the event that Attorney disagrees with any such records, and Attorney must notify the Legal Process Unit Supervisor in writing within ten (10) business days of records receipt if Attorney disagrees with, and desires to dispute, any such records, otherwise such records shall be conclusively presumed and relied upon as being fully accurate.

9. **CLIENT ELIGIBILITY.** The Juvenile Court (or its designee), consistent with applicable laws, rules and standards, shall determine the eligibility of any particular person for representation by Attorney under this Agreement. Attorney is under no obligation to determine a person's eligibility or continuing eligibility to receive publicly provided representation. However, if Attorney is appointed to represent a person and subsequently discovers that such person may not be eligible to receive publicly-provided representation under applicable laws, rules and standards, Attorney, if able to do so within the bounds of applicable ethical rules and professional standards, shall promptly notify the Juvenile Court of such possibility for purposes of the Court (or its designee) taking action at its discretion to re-determine whether such person is/remains eligible to receive publicly-provided representation. If the Juvenile Court (or its designee) then determines that such person is not eligible for publicly-provided representation, the appointment of Attorney to represent such person shall be rescinded and such person shall be required to retain his/her own legal counsel. Attorney shall not thereafter represent such person in such matter on a retained-fee basis unless such person applies for and receives the Juvenile Court's permission allowing such representation. Nothing contained herein shall prevent Attorney from representing a person on a retained-fee basis in an action in which Attorney has not been appointed by the Juvenile Court to represent such person, or from representing a person on a retained-fee basis whom Attorney has been appointed by the Juvenile Court to represent provided that the matter(s) involving the retained representation are wholly independent and unrelated to the matter for which Attorney was appointed.

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10. **CONFLICTS.** Notwithstanding any other terms or provisions contained in this Agreement to the contrary, Attorney shall not be required to accept, and Attorney shall decline to accept, an appointment under this Agreement if the particular appointment would create a true and bona fide conflict of interest for Attorney or would otherwise cause or constitute an actual violation of any generally recognized ethical or professional standards common and applicable to attorneys in the state of Washington. Furthermore, in the event a true and bona fide conflict of interest arises subsequent to Attorney receiving an appointment under this Agreement (or in the event Attorney's continued involvement in a pending case would cause or constitute an actual violation of any such ethical or professional standards), Attorney shall immediately make the Juvenile Court aware of such development for purposes of the Court taking action to appoint another attorney to assume and undertake legal representation in such case.

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

a. Without limiting Attorney's obligation to initially meet with a juvenile client to discuss his/her case as soon as reasonably possible following Attorney's appointment to the case, when Attorney is appointed to an "in custody" case (i.e., a case in which the person is confined/incarcerated), Attorney should use best efforts to meet face-to-face with such person within three (3) business days of Attorney receiving the appointment (unless the circumstances of a particular case reasonably require that Attorney make earlier initial contact with the person) or otherwise as soon thereafter as reasonably possible.

b. Additionally, throughout Attorney's representation of any person under this Agreement, Attorney shall maintain reasonably appropriate contact/communications with the person so as to keep him/her fully apprised as to the status of his/her case (with the specific manner and frequency of such contact/communications left entirely to Attorney's professional judgment); and Attorney should use best efforts to apprise the person of any new development in his/her case within three (3) business days of Attorney learning of such development (unless the circumstances of a particular case reasonably require that Attorney make earlier contact with the person) or otherwise as soon thereafter as reasonably possible. Without limiting any of the foregoing provisions of this paragraph, with regard to any court hearing involving a represented person, Attorney should contact such person (preferably in person or at least via telephone) to discuss his/her case and the purpose of the hearing no later than one (1) business day prior to the hearing date.

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c. Attorney shall compile and maintain appropriate case records for each person whom Attorney is appointed to represent hereunder. Attorney shall retain such case records in their entirety (or a complete and legible paper/electronic copy thereof) for a period of no less than seven (7) years from the date on which the case or matter is fully and finally concluded or for any other time period specified under applicable court rule or statute, whichever date/event occurs last.

12. **MONTHLY COMPENSATION.**

a. As compensation for Attorney's performance and rendering of independent professional legal services under this Agreement, the County shall pay Attorney, as professional service attorney fees and not as employment salary/wages, the sum of $341.87 per mixed-caseload case as a flat fee (regardless of whether the case is a felony or misdemeanor). However, for the mutual convenience of the parties, this compensation shall be paid in monthly equal payments of $6,695 based on Attorney's selected maximum caseload. This monthly payment shall be paid regardless of whether Attorney's actual annual caseload reaches the stated maximum caseload or not.

All compensation shall be payable to: Betancourt Law, PLLC *since Attorney is a principal with that firm.*

b. The above-stated payments to Attorney will immediately cease upon the termination of this Agreement on, or for any reason prior to, the termination date specified in paragraph 1 above. If the termination date falls mid-way through a given month, then the Attorney shall be compensated on a pro-rated basis for the days of the month up to and including the effective date of termination.

c. Attorney shall be paid additional compensation for the following, in the stated amounts:

Description	**Additional Compensation**
Truancy or At-Risk Youth Dockets	$450 per docket
Trial Per Diem	$300 per day or $150 per half day
Recurring Assignment as "Attorney of the Week"	$450 per month
Cases assigned in excess of maximum caseload (only if attorney affirmatively agrees to the assignment(s) and confirms that Attorney would remain in compliance with Public Defense Standards	$475 per felony case and $225 per misdemeanor or gross misdemeanor case
Class A felony appointment	$875 per case (regardless of how many Class A felony charges there are in the case)

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Attorney's monthly compensation for "Attorney of the Week" assignment shall be automatically added to Attorney's recurring monthly compensation.

All other additional compensation shall only be paid upon Attorney properly submitting an invoice and Claim for Compensation in the manner and form prescribed by the Benton County Office of Public Defense.

13. **HOMICIDE AND DECLINATION CASE COMPENSATION.** Homicide cases are appointed to the Juvenile Court Criminal Defense Panel members on a rotational basis. Additionally, appointed serious felony matters may be subject to discretionary declination proceedings at the choosing of the prosecutor. Attorney shall receive additional compensation for appointments to homicide cases in any degree at the rate of **$65.00 per hour** up to a maximum aggregate amount of $5,000.00 per case (or such greater maximum aggregated amount as may be specifically approved and ordered by the court in a particular case as being reasonable and necessary due to its extraordinary facts, nature, and complexity). Attorney shall receive additional compensation for cases for which Attorney must prepare for a declination hearing at the rate of **$65 per hour** up to a maximum of $2,000 per case exclusive of the declination hearing itself (which is paid as a trial per diem) and starting from the time when Attorney learns of the need to prepare for declination proceedings.

a. Payment of any such additional compensation is based on time expended on the case by Attorney only. Unless otherwise agreed in writing, time expended by other persons (including, without limitation, Attorney's support staff, law partners, or associate attorneys) on such cases at Attorney's request or direction shall be part of Attorney's office overhead and shall not be billable to the County.

b. As a precondition to Attorney being paid the above-mentioned additional compensation for a homicide case, Attorney shall be required to submit a vendor warrant payment voucher to the PDM that descriptively sets forth and details the total number of hours (documented and stated in one-tenth ($1/10^{th}$) hour intervals) expended by Attorney on such case and that further describes and details the particular actions taken by Attorney on such case that correspond to such expended and billed hours (exercising appropriate discretion to protect client confidentiality given that such vouchers are matters of public record unless sealed by the court at Attorney's request). Attorney's administrative time expended to prepare, submit, and process vouchers shall not be billable to the County. All payment vouchers and requests for additional compensation under this paragraph shall be subject to the court's review and final approval for payment. Attorney shall submit such payment vouchers within sixty (60) days of the date on which Attorney expended time for which additional compensation is sought under this paragraph, and the County shall have the right to deny payment of any voucher that is not timely submitted within said requisite sixty (60) day period.

14. **COSTS AND EXPENSES.**

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

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associated with Attorney's office, office staff, office equipment/facilities, and/or other office or law practice-related resources).

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

(i) Attorney shall be entitled to receive reimbursement for the actual cost of such out-of-pocket expenditures or may arrange with the PDM for the service provider (e.g., private investigator, psychologist/psychiatrist, interpreter, testing lab, or expert witness) to be compensated directly by the County provided that, however, Attorney shall not incur any such expense (and shall not direct a service provider to incur any expenses), nor shall Attorney be entitled to be reimbursed or the service provider compensated for any such expense, unless such expense has been pre-approved by the PDM in writing pursuant to pre-approval process established by the PDM and promulgated by written policy. Such pre-authorization will state and provide a specific dollar amount for the requested and authorized expenditure; provided that, in the event it is not reasonably possible to state and provide a specific dollar amount for a particular requested expenditure, such pre-authorization may nevertheless provide authorization for the expenditure but shall establish and set forth a maximum dollar expenditure amount. In regard to any reimbursement to Attorney for any PDM-approved expenditures and costs pertaining to case-related travel, meals, and lodging, any reimbursement to Attorney for such expenditures and costs shall not exceed the locally adjusted amounts that are established and published by the Federal General Services Administration.

(ii) In addition to any other prerequisites imposed by court rules, procedures, or standards, as a precondition to Attorney being eligible to be reimbursed or a service provider being eligible to be compensated for an expenditure under paragraph 14.b., either Attorney or the service provider shall be required to submit a claim for reimbursement/compensation to the PDM that identifies the specific expenditure(s) for which reimbursement is sought (exercising appropriate discretion to protect client confidentiality given that such claims are matters of public record unless sealed by the court at Attorney's request) and that has attached thereto a copy of the PDM's pre-authorization that specifically pre-approved and authorized such expenditure(s) (unless sealed by the court at Attorney's request) together with attached copies of all written payment receipts relating to such incurred expenditure(s) (unless sealed by the court at Attorney's request). Attorney's administrative time expended to prepare, submit, and process claims shall not be billable to the County (or either of them). All payment vouchers and claims for reimbursement/compensation under this paragraph shall be subject to the PDM's review and final approval for payment. Attorney shall submit claims for reimbursement to the PDM within sixty (60) days of Attorney incurring the expense(s) for which reimbursement is sought, and the County shall have the right to deny payment of any claim that is not timely submitted within said requisite sixty (60) day period.

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15. **ADDITIONAL ASSISTANCE.** Attorney may from time-to-time be appointed to handle certain Class A felony matters hereunder in Juvenile Court that may require an extraordinarily excessive amount of Attorney's time and/or responsibility. If Attorney is appointed to handle such a matter, Attorney may request that the Juvenile Court appoint one of the other Juvenile Court Criminal Defense Panel attorneys to assist Attorney in such matter, with the other attorney (unless prevented by a conflict of interest) being appointed to assist Attorney in the same manner as any other appointment. The parties intend that the provisions of this paragraph may be pursued and utilized only under extraordinary and exceptional circumstances when the appointment of another attorney is actually necessary to prevent Attorney from performing an inordinately greater amount of work or accepting an inordinately greater amount of responsibility than the other members of the Juvenile Court Criminal Defense Panel. Notwithstanding the foregoing provisions of this paragraph, however, if the Juvenile Court determines in any particular matter within the scope of this paragraph that the appointment of another attorney to assist Attorney requires the appointment of a non-panel member attorney because of the nature and complexity of the particular matter, the Juvenile Court would have the ultimate and inherent discretion and power to do so.

16. **INDEMNIFICATION AND HOLD HARMLESS.** Attorney agrees to and shall fully indemnify and hold fully harmless the County and their elected/appointed representatives, officers, employees, and agents from and for any and all losses, damages, costs, charges, claims, demands, suits, or actions of whatsoever nature directly or indirectly arising out of or by reason of Attorney's (or any person, employee, agent, contractor, or entity acting for or on behalf of Attorney or at Attorney's request or direction) acts, defaults, errors and/or omissions of whatsoever nature in the performance of legal services to any person under this Agreement. In the event any suit or any other type of legal proceeding is brought against the County or any of their elected/appointed representatives, officers, employees or agents at any time on account of or by reason of any such acts, defaults, errors and/or omissions, Attorney hereby covenants and agrees to assume the defense thereof (through counsel acceptable to the County) and to defend the same at Attorney's sole cost and expense and to pay any and all costs, charges, attorneys' fees, and other expenses as well as any and all judgments or awards that may be incurred by or entered against the County or any of their elected/appointed representatives, officers, employees or agents in such suits or other legal proceedings; provided that, however, the County shall, at all times, retain the full and exclusive right to control the terms and conditions of any type of settlement or other resolution of any such suit or legal proceeding. Without limiting the intended broad scope and application of the indemnification and hold harmless provisions of this paragraph, for purposes of this paragraph, Attorney waives, with respect to the County only, any immunity that would otherwise be available to Attorney under the Industrial Insurance Act provisions of Title 51 RCW or any other similar workers/employee disability or benefit law. The indemnification and hold harmless provisions of this paragraph shall survive the termination or expiration of this Agreement.

17. **INSURANCE.**

a. Attorney shall obtain and maintain, at Attorney's sole cost and expense, a policy of professional liability insurance in an amount of not less than $1,000,000.00 per claim nor less than $1,000,000.00 in the aggregate during the policy term and with a maximum deductible of not more than $10,000.00.

(i) Said policy shall include coverage as an additional insured for any other person(s) or attorney(s) acting for or on behalf of Attorney in the performance

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of this Agreement; shall provide professional liability insurance coverage for any acts, errors and/or omissions by Attorney (and/or such additional insureds) during the course of performing legal services under this Agreement; shall require that the insurance company provide the County with no less than thirty (30) days prior written notice in the event the policy is cancelled or materially altered; shall comply with all applicable state of Washington insurance requirements; and shall be issued by an insurance company rated A- or better by A.M. Best authorized to conduct business and issue insurance in the state of Washington.

(ii) Attorney shall continuously maintain the professional liability insurance coverage required by this paragraph 17.a. throughout the entire term of this Agreement, throughout any other longer time period during which Attorney is obligated to continue performing services and duties hereunder, and for a period of no less than thirty-six (36) consecutive months after Attorney has fully completed all services and duties required hereunder.

b. Attorney shall also obtain and maintain, at Attorney's sole cost and expense, a policy of Commercial General Liability insurance (including Endorsement Form CG2011 or direct equivalent insurance industry additional insured endorsement form and including Contractual Liability coverage) in the amount of not less than $1,000,000.00 per occurrence nor less than $2,000,000.00 in the aggregate during the policy term. Additionally, if Attorney is an employer, Attorney shall obtain and maintain, at Attorney's sole cost and expense, a policy of Statutory Workers Compensation and Employers Liability/Stop Gap insurance in the amount of not less than $1,000,000.00.

(i) The policy of Commercial General Liability insurance shall be written on an occurrence basis; shall name the County, the Juvenile Court, and their elected/appointed representatives, officers, employees and agents as additional insureds; shall be primary coverage for both defense and indemnity and non-contributory with any insurance coverage maintained by the County; and shall provide for waiver of subrogation rights as to the County.

(ii) The insurance policies required by this paragraph 17.b shall require that the insurance company provide the County with no less than thirty (30) days prior written notice in the event the policy is cancelled or materially altered; shall comply with all applicable state of Washington insurance requirements; and shall be issued by an insurance company rated A- or better by A.M. Best authorized to conduct business and issue insurance in the state of Washington.

(iii) Attorney shall continuously maintain the insurance coverage required by this paragraph 17.b. throughout the entire term of this Agreement and throughout any other longer time period during which Attorney is obligated to continue performing services and duties hereunder.

c. Contemporaneously with Attorney's execution of this Agreement, Attorney shall provide the County with copies or certificates of the insurance policies and coverage (including any endorsements) required under this paragraph 17, and Attorney shall annually provide the County with the same type of documented proof and confirmation that such insurance policies and coverage continue to exist no later than thirty (30) days after the policies' annual renewal date(s).

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18. **COMPLAINTS; PERFORMANCE MONITORING.** In the event that the JCA (or another employee/representative of the County's Juvenile Justice Center), the PDM (or another employee/representative of the County's Office of Public Defense), or the Juvenile Court receives an oral/written communication from a person represented by Attorney under this Agreement that in substance asserts an unresolved complaint about the legal services rendered to such person by Attorney and is not readily subject to resolution simply by facilitating communication between Attorney and client, a written, dated, and signed statement shall be obtained from the complainant describing and detailing the relevant facts and circumstances underlying and alleged in the complaint, copies of which shall be provided to the PDM and JCA.

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

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

19. **TERMINATION.**

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

Further, in the event that the Juvenile Court enters an order that prohibits or disqualifies Attorney from receiving any further appointments hereunder for any reason whatsoever, this Agreement shall automatically terminate without further notice as of the

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date such order is entered by the court. In the event that the court enters such an order because of unethical/unprofessional conduct by Attorney and/or because of Attorney's breach of this Agreement and the court determines at that time that the circumstances justify or require a substitution of appointed counsel for any person(s) whom Attorney was appointed to represent hereunder, Attorney shall be liable up to $5,000.00 for any additional costs or expenses incurred by the County and/or the Juvenile Court relating to such substitute appointment(s); and the County shall be entitled and authorized to setoff and deduct any such additional costs or expenses from any unpaid compensation owing to Attorney hereunder.

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

c. In addition to the foregoing provisions regarding termination, either party may elect to terminate this Agreement with or without cause or reason by providing the other party with ninety (90) days advance written notice of such election. Attorney shall continue to receive case appointments during the first sixty (60) days of the notice period and shall have continued responsibility for those appointed cases pursuant to paragraph 6 above. A ninety (90) day notice of termination given by either party under this paragraph 19.c. shall be fully and immediately effective when received by the recipient party pursuant to the provisions of below paragraph 32 (notwithstanding the inclusion of any contrary terms or language in the notice) without any need for formal or informal acceptance or any other response by the recipient party, and such notice may not thereafter be rescinded/revoked by the party giving such notice unless such rescission/revocation is expressly acknowledged and agreed to by the recipient party in writing in the recipient party's sole discretion.

d. In any event, regardless of the manner in which this Agreement is terminated, Attorney acknowledges and agrees that Attorney shall not be entitled to receive any further compensation from the County in the event this Agreement is terminated; provided that, Attorney shall be entitled to be paid for any unpaid compensation duly earned by Attorney under this Agreement up to the date of termination. Additionally, as required by paragraph 6 above, the termination of this Agreement, regardless of the manner of termination, shall not relieve Attorney from the obligation and duty to continue representing all persons whom Attorney was appointed to represent prior to the termination unless Attorney is expressly barred or prohibited from doing so by court order and/or the suspension/disbarment of Attorney from the practice of law in Washington.

e. If the County decides in its discretion to provide public defense representation in Juvenile Court through a public agency (such as an Office of Public Defense or similar entity) that would reduce or fully eliminate the need for continuing this Agreement with Attorney, the County will notify Attorney of such decision as soon as

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reasonably practicable so that Attorney and the County can coordinate and pursue an appropriate transition.

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

21. **NON-ASSIGNMENT AND TEMPORARY SUBSTITUTIONS.** Except as otherwise expressly provided in paragraphs 21.a. and 21.b. below, Attorney shall not allow or arrange for any other person to perform any of the services required by this Agreement, nor shall Attorney assign, subcontract out, or otherwise delegate any of Attorney's rights, responsibilities, or obligations under this Agreement.

a. Attorney and any of the other Juvenile Court Defense Panel members may mutually agree to make temporary, substitute appearances for each other on routine docket matters and routine court hearings on an as-needed basis as approved by the court and by the person being represented (if that person has previously discussed the case with his/her appointed attorney). Any compensation or consideration (if any) to be paid or given by Attorney to the other Defense Panel members for such substitution(s) shall be a matter of direct negotiation and agreement between Attorney and said other panel members, and said other members shall not be entitled to receive any additional compensation from the County for such substitution(s).

b. In the event Attorney needs or desires to take up to a maximum of four (4) consecutive weeks (or such longer requested period of time as may be expressly pre-approved in writing by the PDM on a case-by-case basis, in his sole and absolute discretion) leave of absence from the practice of law and/or the requirements of representation under this Agreement during the term of this Agreement and is unable to obtain the assistance of the other Juvenile Court Defense Panel members during such temporary absence, Attorney may seek and obtain the assistance of another Washington-licensed attorney (subject to pre-approval of such attorney by the PDM which shall not be unreasonably withheld) to make temporary, substitute appearances for Attorney during such absence on routine docket matters and routine court hearings on an as-needed basis provided that Attorney and such other attorney jointly prepare, sign and file a written certification with the court (with a copy to be provided to the PDM) in all such matters and hearings that expressly certifies that such other attorney has reviewed this Agreement and fully meets all criteria, qualifications, and requirements under this Agreement to render legal services and provided further that such temporary substitution is expressly authorized on the court record by the court and the particular person(s) being represented by Attorney who is/are affected by such substitution of legal counsel.

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

(ii) Unless called to active military duty, Attorney shall be responsible to ensure that such other attorney fully complies with all terms and conditions of this Agreement during such temporary absence period (including, without limitation, the requirement to maintain the insurance coverage specified in paragraph 17 above), and Attorney shall be strictly liable for any damages or losses sustained as a result of such other attorney's non-compliance with the terms and conditions of this Agreement.

c. In the event Attorney is called up for active military duty or for direct civilian support of active military operations, Attorney shall provide the PDM and JCA with written notice of such event within five (5) business days of Attorney being called up so that the PDM, JCA and Attorney can coordinate and arrange for an appropriate substitute attorney to handle Attorney's duties under this Agreement while Attorney is on military leave and any reasonable back-to-civilian-life transition time requested by Attorney upon return. The selection of a substitute attorney shall be subject to the PDM's approval and such approval shall not be unreasonably withheld. Conditioned upon Attorney complying with said notice and cooperation requirements, Attorney shall be entitled to resume Attorney's contract duties hereunder upon written request to the JCA/PDM within a reasonable time after Attorney's return from active service, but Attorney shall receive no compensation under this Agreement while on leave or during any such transition time.

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

(i) The proposed sub-contractor meets all the criteria set out in Section 3 of this Agreement; and

(ii) County agrees to the selection of the sub-contractor in its sole and exclusive discretion; and

(iii) Sub-contractor signs an acknowledgement and agreement to abide by all the terms and conditions of this Agreement (in such form as may be required by County); and

(iv)

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

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

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23. **OTHER APPOINTMENTS.** Attorney shall not enter into any contract/arrangement to perform criminal prosecution services in any court or jurisdiction. Subject to, and without limiting/waiving, Attorney's duties and obligations under this Agreement, Attorney may enter into a part-time contract/arrangement to receive public defense appointments in another court or jurisdiction, provided that, and on the indispensable condition that, Attorney's duties and obligations under said part-time contract/arrangement will not conflict with or interfere with Attorney's ability to timely and effectively perform Attorney's duties and obligations under this Agreement.

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

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

26. **CAPTIONS; TIME COMPUTATION.**

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

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

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

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

29. **SEVERABILITY.** In the event that any one or more provisions contained in this Agreement are, for whatever reason, determined by arbitration to be invalid, illegal or unenforceable in any respect, such invalid, illegal or unenforceable provision(s) shall not affect any other provision hereof, and this Agreement shall nevertheless be construed and enforced as if such invalid, illegal or unenforceable provision(s) were not contained herein.

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

31. **DISPUTE RESOLUTION.**

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

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

c. In the event that mediation proves unsuccessful in resolving the dispute, the parties shall submit the dispute for resolution via binding arbitration pursuant to RCW Chapter 7.04A. A single arbitrator (who must be a Washington-licensed attorney experienced in contract disputes) shall be selected by agreement of the parties or, in the absence of agreement, each party shall select one (1) arbitrator (who must be a Washington-licensed attorney experienced in contract disputes) and those two (2) so selected arbitrators shall mutually select a third arbitrator (who must be a Washington-licensed attorney experienced in contract disputes). The County shall pay one-half of the fees and expenses of the arbitrator(s), and Attorney shall pay the other one-half of such fees and expenses. The provisions of RCW Chapter 7.04A and applicable Mandatory Arbitration Rules as adopted and implemented in Benton County Superior Court shall be binding as to procedure, except as to the right of appeal, which shall not be applicable. Within ten (10) business days after the unsuccessful mediation session, the arbitrator(s) shall be selected and designated, and the hearing shall be held within thirty (30) business days after designation of the arbitrator(s), unless the parties mutually agree otherwise. The arbitrator(s) shall render a written decision and award within ten (10) business days of such hearing. Without limitation, the arbitrator(s) may award damages, specific performance, and/or injunctive relief, and may register a judgment in Benton County Superior Court, including judgment by default. The most prevailing party shall be entitled

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to recover such party's reasonable attorneys' fees, costs and expenses from the other party as a part of the arbitration decision and award. In the event of suit or action to enforce an arbitration award, venue shall lie exclusively in Benton County Superior Court, and the most prevailing party in such suit or action shall be entitled to recover such party's reasonable attorneys' fees, costs and expenses from the other party.

32. **NOTICES.**

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

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

OPDNotices@co.benton.wa.us

Darryl Banks, Juvenile Justice Center Administrator
Benton-Franklin County Juvenile Justice Center
5606 W. Canal Place, Suite 106
Kennewick, WA 99336

jjcnotices@co.benton.wa.us

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

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

33. **LEGAL COMPLIANCE.** Attorney agrees to and shall strictly follow and comply with any and all federal, state, local, and administrative laws, rules, and regulations applicable to Attorney's pursuit and performance of activities under this Agreement. Without limitation in that regard, Attorney shall timely and fully pay all applicable taxes, fees, licenses, and other payments required by law; and Attorney shall fully comply with any and all anti-discrimination laws and

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policies including, without limitation, the County's policy that no person will be subjected to discrimination by the County or its contractors based on race, color, national origin, age, sex, marital status, sexual orientation, handicap/disability, personal background, creed, or political or religious affiliation.

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

35. **PERFORMANCE STANDARDS MONITORING**. The parties agree and acknowledge that the County, pursuant to its legal duty to provide effective and competent public defense representation, and needing a reasonable, effective and relatively objective way to gauge the effectiveness of contract public defenders, will, by and through its Office of Public Defense, monitor the effectiveness and competence of contract public defenders, including Attorney, by Performance Standards Monitoring ("Monitoring"). Attorney understands that Attorney's performance and eligibility for future contracts will be evaluated based on data collected through Monitoring and the County Office of Public Defense may, but is not obligated to, from time to time make known to Attorney any opportunities for improvement as observed through Monitoring efforts and/or issues that need to be addressed. Attorney further agrees to reasonably cooperate with County, its Office of Public Defense, and any staff from that office that are engaged in Monitoring efforts so that data collected through such efforts are accurate and timely (including providing BCOPD with, upon request, metrics data that it cannot easily obtain without Attorney's reporting. The actual Performance Standards to be monitored are contained in the Performance Standards Monitoring section, attached as Exhibit "A" to this Agreement, the acknowledgement of which, by Attorney's affirmative signature, is required to fully execute this Agreement.

SIGNATURES APPEAR ON FOLLOWING PAGE

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

BENTON COUNTY

Date_____

Chairman

Commissioner

Commissioner

Constituting the Board of County Commissioners for Benton County

Attest:

Clerk of the Board

Approved as to Form and Content

DocuSigned by:
Michael Vander Sys
3C4D65ED0BC4489...

Michael Vander Sys
Public Defense Manager

ATTORNEY

9/23/2022
Date_____

DocuSigned by:
Jared Hanson
FDBC040A5E57432...

WSBA 47891

Not valid unless Performance Standards Monitoring Acknowledgment on following page is also signed.

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EXHIBIT A

PERFORMANCE STANDARDS MONITORING

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

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

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

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

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

Attorney acknowledgment:

DocuSigned by:
Jared Hanson
FDBC040A5E57432...

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

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 4, 2022
Subject:	Early termination of public defense contract with Shelley Ajax
Presenter:	n/a
Prepared By:	Michael Vander Sys
Reviewed By:	Denise Gerry

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 currently contracts with attorney Shelley Ajax ("Attorney") for public defense services in Benton County Superior Court (executed through Resolution #2020-825). The agreement provides that either party may terminate early, with or without cause, simply by written notice with a requisite notice period.

Attorney has provided such notice of early termination, by way of a written notice dated August 2, 2022. The proposed resolution acknowledges this notice and sets December 2, 2022 as the final effective date of the early termination, pursuant to the provisions of the agreement.

Fiscal Impact

None

Recommendation

Recommend approving proposed resolution which acknowledges the early termination notice tendered by attorney Shelley Ajax on August 2, 2022 and sets December 2, 2022 as the final effective date of the termination.

Suggested Motion

Approve with consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF ACKNOWLEDGING THE TERMINATION NOTICE OF ATTORNEY SHELLEY AJAX, AN ATTORNEY HOLDING A PUBLIC DEFENSE CONTRACT IN BENTON COUNTY SUPERIOR COURT

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

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

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

WHEREAS, Attorney has, in fact, provided notice of early contract termination in a notice dated August 2, 2022 (attached as Exhibit "A"); and

WHEREAS, pursuant to Attorney's professional services agreement, the notice, as provided, will result in a final effective date of December 2, 2022, with certain post-notice and post-effective date appointment eligibility and continuing case responsibility as detailed in said public defense contract; **NOW, THEREFORE**

BE IT RESOLVED that the Superior Court professional services agreement with attorney Shelley Ajax, executed by and through Resolution #2020-825, is hereby terminated at the request of Attorney, pursuant to Attorney's Notice of Early Termination dated August 2, 2022 with a final effective termination date of December 2, 2022 and with post-notice and post-effective date appointment eligibility and continuing case responsibility as detailed in attorney Shelley Ajax's professional services agreement.

Dated this _____ day of _____ 20 _____

_____
Chairman of the Board

_____
Member

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

Attest: _____
Clerk of the Board

cc: Originals – OPD, Shelley Ajax
Copy – Auditor, S Godinez

M. Vander Sys

EXHIBIT "A"

Denise Gerry

From: Shelley Ajax <shelley@ajaxlawfirm.com>
Sent: Tuesday, August 2, 2022 1:47 PM
To: Michael Vander Sys
Cc: Denise Gerry
Subject: Re: [EXTERNAL] Resignation

It's full notice. I understand the terms of the contract in staying for 4 months being paid for two of those months.

Sent from my iPhone

On Aug 2, 2022, at 11:39 AM, Michael Vander Sys <Michael.VanderSys@co.benton.wa.us> wrote:

Hi Shelley,

Thanks for letting me know. Sorry to hear we're losing you. We just need in writing how much notice you're giving. Your contract specifies the notice provisions required. So please just let me know if you're giving full notice and if not, we'll figure out how much to bill you.

Thanks,

Michael Vander Sys
Public Defense Manager
Benton County Office of Public Defense
Michael.VanderSys@co.benton.wa.us
Office: 509-222-3700
Fax: 509-222-3717

This email, any attachments hereto, and all information contained and conveyed herein may contain and be deemed confidential, priviledged, and/or work product information. If you have received this email in error, please delete and destroy all electronic, hard copy, and any other form immediately. It is illegal to intentionally intercept, endeavor to intercept, or procure any other person to intercept any wire, oral, or electronic communication.

From: shelley@ajaxlawfirm.com <shelley@ajaxlawfirm.com>
Sent: Tuesday, August 2, 2022 9:22 AM
To: Michael Vander Sys <Michael.VanderSys@co.benton.wa.us>
Subject: [EXTERNAL] Resignation

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.

Please consider this my notice of resignation of the Benton County Superior Court felony contract. I would like to discuss my departure with you in person when time permits. Thank you.

Shelley A. Ajax
5861 W. Clearwater Ave.
Kennewick, WA 99336
(509) 783-3330

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 4, 2022
Subject:	Early termination of professional services agreement with Angel Betancourt
Presenter:	n/a
Prepared By:	Michael Vander Sys
Reviewed By:	Denise Gerry

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 currently contracts with attorney Angel Betancourt ("Attorney") for public defense services in Benton County Juvenile Court (executed through Resolution #2020-934). The agreement provides that either party may terminate the contract early, with or without cause, simply by written notice with a requisite notice period.

Attorney has provided such notice of early termination, by way of a written notice dated September 30, 2022. The proposed resolution acknowledges this notice and sets September 30, 2022 as the final effective date of the early termination, pursuant to the provisions of the agreement.

Attorney Jared Hanson, from the same firm, will be taking over Attorney Angel Betancourt's caseload and existing agreement, conferring a significant benefit and cost savings to the county.

Fiscal Impact

None

Recommendation

Recommend approving proposed resolution which acknowledges the agreement termination notice tendered by attorney Angel Betancourt on September 20, 2022 and sets September 30, 2022 as the final effective date of the termination.

Suggested Motion

Approve with consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF ACKNOWLEDGING THE CONTRACT TERMINATION NOTICE OF ATTORNEY ANGEL BETANCOURT, AN ATTORNEY HOLDING A PROFESSIONAL SERVICES AGREEMENT IN BENTON COUNTY JUVENILE COURT

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

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

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

WHEREAS, Attorney has, in fact, provided notice of early contract termination in a notice dated September 30, 2022 (attached as Exhibit "A"); and

WHEREAS, pursuant to Attorney's professional services agreement, the notice, as provided, will result in a final effective date of September 30, 2022, with certain post-notice and post-effective date appointment eligibility and continuing case responsibility as detailed in said public defense contract; **NOW, THEREFORE**

BE IT RESOLVED that the Juvenile Court professional services agreement with attorney Angel Betancourt, executed by and through Resolution #2020-934, is hereby terminated at the request of Attorney, pursuant to Attorney's Notice of Early Termination dated September 20, 2022 with a final effective termination date of September 30, 2022 and with post-notice and post-effective date appointment eligibility and continuing case responsibility as detailed in attorney Angel Betancourt's professional services agreement.

Dated this _____ day of _____ 20 _____

_____
Chairman of the Board

_____
Member

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

Attest: _____
Clerk of the Board

cc: Originals – OPD, Angel Betancourt
Copy – Auditor, S Godinez

M.Vander Sys

EXHIBIT "A"

Denise Gerry

From: Angel Betancourt <angel@betancourtlawpllc.com>
Sent: Tuesday, September 20, 2022 1:43 PM
To: Michael Vander Sys
Cc: Denise Gerry
Subject: Re: Juvenile termination

Thank you.

On Tuesday, September 20, 2022, Michael Vander Sys <Michael.VanderSys@co.benton.wa.us> wrote:

I will put it effective 9/30 as we discussed.

Thanks,

Michael Vander Sys
Public Defense Manager
Benton County Office of Public Defense

Michael.VanderSys@co.benton.wa.us

Office: 509-222-3700

Fax: 509-222-3717

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From: Angel Betancourt <angel@betancourtlawpllc.com>
Sent: Tuesday, September 20, 2022 1:15 PM
To: Michael Vander Sys <Michael.VanderSys@co.benton.wa.us>
Subject: [EXTERNAL] Juvenile termination

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.

Goodafternoon,

I am terminating my juvenile contract immediately.

--

Angel Betancourt, Attorney

Betancourt Law, PLLC

1355 Columbia Park Trail

PO Box 1891

Richland, WA 99352

Phone: (509) 317-8184

Fax: (509) 293-4057

Email: angel@betancourtlawpllc.com

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--
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COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 4, 2022
Subject:	Public Safety Services Contract w/ Kiona-Benton City School District for Kiona-Benton Crime Prevention Program
Presenter:	N/A
Prepared By:	Shyanne Palmus
Reviewed By:	Matt Rasmussen

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 would like to enter into a personal service agreement with Kiona-Benton City School District for the Kiona-Benton Crime Prevention Program in the total contract amount of $89,000.00 for 2023-2024.

The Kiona-Benton Crime Prevention Program seeks to reduce and eventually eliminate gang and other criminal activity for young people ages 14-21 in the Benton City area of Benton County. Specifically, the project will target young people who have dropped out of public school or who are in danger of dropping out of school and connect them with an advocate to help them access necessary mental or medical health, educational, and/or vocational resources so they can become a productive adult.

Funding would continue support resources for staff, supplies, and training for the Crime Prevention Program.

Fiscal Impact

This public safety services contract is for the 2023-2024 biennium, in the total contract amount of $89,000.00, to be paid from the Public Safety Sales Tax Fund, Non-Departmental budget.

Recommendation

Staff recommends approval of this public safety services contract, as previously discussed by the Board of Commissioners on June 28, 2022.

Suggested Motion

N/A

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF SIGNING A PUBLIC SAFETY SERVICES AGREEMENT BETWEEN BENTON COUNTY, WASHINGTON AND KIONA-BENTON CITY SCHOOL DISTRICT FOR KIONA-BENTON CRIME PREVENTION PROGRAM

WHEREAS, in August 2014, the voters of Benton County approved Proposition 14-5, a three-tenths of one percent (0.3%) sales and use tax pursuant to RCW 82.14.450 to fund criminal justice and public safety programs in Benton County; and

WHEREAS, funding decisions must fall within the parameters and guidance of the text of voter-approved Proposition 14-5 to "improve public safety and combat criminal gang activity and other crime by hiring additional police officers, corrections officers and prosecutors; continuing the Metro Drug Task Force; funding gang and crime prevention efforts; and funding court and clerk programs including a seventh Superior Court Judge; and drug and mental health courts"; and

WHEREAS, funding gang and crime prevention efforts will improve the quality of life for the residents of Benton County by reducing the incidence of gang-related and other crime in Benton County; and

WHEREAS, during a Board Meeting held on June 28, 2022 County staff recommended funding the Kiona-Benton City School District's Crime Prevention Program proposal, in the total contract amount not to exceed $89,000.00 for 2023-2024; **NOW, THEREFORE**

BE IT RESOLVED, the Board hereby concurs with the staff recommendation and approves the 2023-2024 Kiona-Benton Crime Prevention Program public safety services contract, in an amount not to exceed $89,000.00, to be payable to Kiona-Benton City School District as outlined in the service contract; and

BE IT FURTHER RESOLVED, this contract will start January 1, 2023 and expire December 31, 2024.

Dated this 4th day of October, 2022.

Chairman of the Board

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

cc: Auditor; Treasurer; PA-Contract Compliance; Kiona-Benton City School District S. Palmus

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BENTON COUNTY
PUBLIC SAFETY 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 **KIONA-BENTON CITY SCHOOL DISTRICT**, with its principal offices at 1105 Dale Ave, Benton City, WA 99320 (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;
b. Exhibit B – Budget; and
c. Exhibit C – Measurables.

2. DURATION OF CONTRACT

The term of this Contract shall begin on January 1, 2023 and shall expire on December 31, 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 shall assist young people who have dropped out of public school or who are in danger of dropping out of school and connect them with an advocate to help them access necessary mental or medical health, educational, and vocational resources, bridging the gap for at-risk youth to prevent them from participating in gang and other criminal activities. 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,

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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.

a. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present monthly status reports in the form of Exhibit C, demonstrating services completed to date, 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: Wade Haun, Director, Federal & State Programs
Address: 1105 Dale Ave
Benton City, WA 99320
Phone: 509-588-2000
Email: wade.haun@kibesd.org

b. For COUNTY:

Name: Shyanne Palmus, Communications Coordinator
Address: 7122 W Okanogan St, Suite E330
Kennewick, WA 99336
Phone: 509-222-3760
Email: shyanne.palmus@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 B, "Budget", which is attached hereto and incorporated herein by reference.

b. The maximum total amount payable by the COUNTY to the

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CONTRACTOR under this Contract shall not exceed eighty-nine thousand dollars and zero cents ($89,000.00), 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

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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**

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this Contract.

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

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

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

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personal injury, and property damage that may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

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

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

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

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

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

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

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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 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

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

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

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

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

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

9. TERMINATION

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

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

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

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completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

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

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

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

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

c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors,

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employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTY.

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

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

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

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

15. NON-DISCRIMINATION

The CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate against any person in the performance of any services provided hereunder, or condition participation in any program, 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. Furthermore, CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate in the hiring of any employee or volunteer 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. Finally, any and all services provided hereunder shall not be performed for religious purposes.

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

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

17. PATENT/COPYRIGHT INFRINGEMENT

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

18. DISPUTES

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

19. CONFIDENTIALITY

The CONTRACTOR and its employees, subcontractors, and subcontractors' employees shall maintain the confidentiality of all information provided by the COUNTY or acquired by the COUNTY in performance of this Contract, except upon the prior written consent of the COUNTY or an order entered by a court of competent

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jurisdiction. The CONTRACTOR shall promptly give the COUNTY written notice of any judicial proceeding seeking disclosure of such information.

20. CHOICE OF LAW, JURISDICTION, AND VENUE

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

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

21. SUCCESSORS AND ASSIGNS

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

22. SEVERABILITY

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

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

23. ENTIRE AGREEMENT

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

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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); inspection and keeping of records and books (Section 14); litigation hold notice (Section 26); Public Records Act (Section 27); and confidentiality (Section 19).

26. LITIGATION HOLD NOTICE

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

27. PUBLIC RECORDS ACT

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

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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 -

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IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives, and it is effective on January 1, 2023.

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

DocuSigned by:
Ryan Lukson
2D2D340DDC38483...
Civil Deputy Prosecuting Attorney

Dated: 9/22/2022

FOR: KIONA-BENTON CITY SCHOOL DISTRICT

DocuSigned by:
Wade Haun
47DD8561BA87466...
Signature

Wade Haun
Print Name

Director of Federal & State Programs
Title

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Exhibit A: Scope of Work

KI-BE CRIME PREVENTION

The purpose for this project is simply to help keep young people engaged in progressing toward becoming productive adults instead of taking situational detours that can get them and our community in trouble.

The Kiona-Benton Crime Prevention Program (KBCPP) seeks to reduce and eventually eliminate gang and other criminal activity for young people age 14-21 in the Benton City area of Benton County. Specifically, the project will target young people who have dropped out of public school or who are in danger of dropping out of school and connect them with an advocate to help them access necessary mental or medical health, educational, vocational resources so they can become a productive adult. We believe that bridging this gap for our at-risk youth will prevent them from participating in gang and other criminal activities.

Studies have shown, building relationships with students is one of the strongest ways to improve student learning and keep them engaged in their education. Students want to know someone cares about them. Using this as a foundation for supporting our students, they know there is a trusted adult who can help them navigate their daily lives and provide problem solving solutions to keep them in school. Our specialist makes a difference by helping to keep students on track academically and socially to become better able to handle life. We have seen our graduation rates go up, our discipline rates go down and our dropout rate plummet in large part because of this program. This program keeps students in school by providing the supports they need to be become productive adults. The students find a sense of purpose, stay out of trouble and stay connected to school. The parenting classes help parents support their child's education, shows parents how to be involved in school and gives them the tools to become better parents for their kids.

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Exhibit B: Budget

Ki-Be Crime Prevention

Activity for 2023	Salary	Benefits	Materials	Services	Description
Student Support Specialist	$ 45,000.00	$ 7,600.00			Leverage fund - provided by district
Facility costs				$ 3,500.00	Leverage fund - provided by district
Payroll processing costs				$ 500.00	Leverage fund - provided by district
Site Coordinator Training				$ 1,000.00	Leverage fund - provided by district
Total Leverage Fund provided by District	**$ 57,600.00**				
2023 KBCPP Student Support Spec	$ 14,000.00	$ 5,500.00			Requested from Grant
2023 Grant Manager	$ 9,500.00	$ 3,500.00			Requested from Grant
Equipment and Supplies			$ 7,500.00		Requested from Grant
Parenting Class Cost				$ 2,000.00	Requested from Grant
Activities				$ 2,500.00	Requested from Grant
Subtotals	$ 23,500.00	$ 9,000.00	$ 7,500.00	$ 4,500.00	
Total Funding Request (2023)	**$ 44,500.00**	(January - December 2023)			

Activity for 2024	Salary	Benefits	Materials	Services	Description
Student Support Specialist	$ 45,000.00	$ 7,600.00			Leverage fund - provided by district
Facility costs				$ 3,500.00	Leverage fund - provided by district
Payroll processing costs				$ 500.00	Leverage fund - provided by district
Site Coordinator Training				$ 1,000.00	Leverage fund - provided by district
Total Leverage Fund provided by District	**$ 57,600.00**				
2024 KBCPP Student Support Spec	$ 14,000.00	$ 5,500.00			Requested from Grant
2024 Grant Manager	$ 9,500.00	$ 3,500.00			Requested from Grant
Equipment and Supplies			$ 7,500.00		Requested from Grant
Parenting Class Cost				$ 2,000.00	Requested from Grant
Activities				$ 2,500.00	Requested from Grant
Subtotals	$ 23,500.00	$ 9,000.00	$ 7,500.00	$ 4,500.00	
Total Funding Request (2024)	**$ 44,500.00**	(January - December 2024)			

Note: We anticipate an additional $22,250 would be required to cover the program expenses from Jan-June 2025 (for the remainder of the 2024-2025 school year) because we operate this program on the school year not the calendar year. We would appreciate the County taking this into consideration for us.

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Exhibit C: Measurables

Kiona-Benton City School District
1105 Dale Ave.
Benton City, WA 99320

Progress Report

PROJECT SUMMARY		
REPORT DATE	**PROJECT NAME**	**PREPARED BY**
	Kiona-Benton Crime Prevention Program	Wade Haun

STATUS SUMMARY

MEASURABLES	PROGRESS TO DATE
Working with at least 5 students on a daily basis	
2 students retained or re-engaged in school without intervention this month.	
5 students attending after school programs or activities each month. (i.e. Tutoring)	
Student Services Team meetings organized. With 5 participants at each meeting. (i.e. Boys & Girls Circle Meetings)	
Provided 2 students with non-academic support to stay enrolled in school.	
Help at least 2 students enroll in Open Doors to obtain GED through ESD 123 each school year.	
Make 2 home visits and 5 parent contacts each month.	
Conduct 1 Family programs during the school year.	

BUDGET OVERVIEW			
	TOTAL BUDGET	**INVOICED**	**REMAINING BUDGET**
Ki-Be Crime Prevention Program			
Equipment & Supplies			
Parenting Classes			
Activities			

Signature Date

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 4, 2022
Subject:	Public Safety Services Contract w/ SARC for Engagement Specialist
Presenter:	N/A
Prepared By:	Shyanne Palmus
Reviewed By:	Matt Rasmussen

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 would like to enter into a personal service agreement with Support, Advocacy, and Resource Center (SARC) for Engagement Specialist in the total contract amount of $173,264.00 for 2023-2024.

The Support, Advocacy, and Resource Center (SARC) will continue to staff an Engagement Specialist and provide funding to support that position. The Engagement Specialist is housed at the Juvenile Justice Center and provides services to youth in the Juvenile Justice Center and throughout the community that have been identified as high risk for having been sex trafficked. Services include, but are not limited to, medical advocacy, legal advocacy, crisis intervention, referrals, and service coordination.

Funding would continue support resources for staff, supplies, training, and other program expenses.

Fiscal Impact

This public safety services contract is for the 2023-2024 biennium, in the total contract amount of $173,264.00, to be paid from the Public Safety Sales Tax Fund, Non-Departmental budget.

Recommendation

Staff recommends approval of this public safety services contract, as previously discussed by the Board of Commissioners on June 28, 2022.

Suggested Motion

N/A

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF SIGNING A PUBLIC SAFETY SERVICES AGREEMENT BETWEEN BENTON COUNTY, WASHINGTON AND SUPPORT, ADVOCACY, AND RESOURCE CENTER

WHEREAS, in August 2014, the voters of Benton County approved Proposition 14-5, a three-tenths of one percent (0.3%) sales and use tax pursuant to RCW 82.14.450 to fund criminal justice and public safety programs in Benton County; and

WHEREAS, funding decisions must fall within the parameters and guidance of the text of voter-approved Proposition 14-5 to "improve public safety and combat criminal gang activity and other crime by hiring additional police officers, corrections officers and prosecutors; continuing the Metro Drug Task Force; funding gang and crime prevention efforts; and funding court and clerk programs including a seventh Superior Court Judge; and drug and mental health courts"; and

WHEREAS, funding gang and crime prevention efforts will improve the quality of life for the residents of Benton County by reducing the incidence of gang-related and other crime in Benton County; and

WHEREAS, during a Board Meeting held on June 28, 2022 County staff recommended funding the Support, Advocacy, and Resource Center (SARC) Engagement Specialist proposal, in the total contract amount not to exceed $173,264 for 2023-2024; **NOW, THEREFORE**

BE IT RESOLVED, the Board hereby concurs with the staff recommendation and approves the 2023-2024 SARC Engagement Specialist public safety services contract, in an amount not to exceed $173,264.00, to be payable to Support, Advocacy, and Resource Center as outlined in the service contract; and

BE IT FURTHER RESOLVED, this contract will start January 1, 2023 and expire December 31, 2024.

Dated this 4th day of October, 2022.

Chairman of the Board

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

cc: Auditor; Treasurer; PA-Contract Compliance; Support, Advocacy, and Resource Center S. Palmus

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BENTON COUNTY
PUBLIC SAFETY 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 **SUPPORT, ADVOCACY, AND RESOURCE CENTER**, a WA Nonprofit corporation organized under the laws of the State of Washington with its principal offices at 1458 Fowler St, Richland, WA 99352 (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;
b. Exhibit B – Budget; and
c. Exhibit C – Measurables.

2. DURATION OF CONTRACT

The term of this Contract shall begin on January 1, 2023 and shall expire on December 31, 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 shall provide advocacy services for youth survivors of sex trafficking, including youth at the Benton-Franklin Juvenile Justice Center. 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.

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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.

a. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present monthly status reports in the form of Exhibit C, demonstrating services completed to date, 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: JoDee Garretson, Executive Director
Address: 1458 Fowler St
Richland, WA 99352
Phone: 509-374-5391
Email: jgarretson@supportadvocacyresourcecenter.com

b. For COUNTY:

Name: Shyanne Palmus, Communications Coordinator
Address: 7122 W Okanogan St, Suite E330
Kennewick, WA 99336
Phone: 509-222-3760
Email: shyanne.palmus@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 B, "Budget", 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

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seventy-three thousand, two hundred sixty-four dollars and zero cents ($173,264.00), 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

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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.**

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

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Certificates of Liability Insurance, with endorsements

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attached, must be provided to the COUNTY's Contract Representative referenced in Section 4.

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

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

9. TERMINATION

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

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

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

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reason of the CONTRACTOR'S breach.

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

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

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

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

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

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

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

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

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

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

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

15. NON-DISCRIMINATION

The CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate against any person in the performance of any services provided hereunder, or condition participation in any program, 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. Furthermore, CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate in the hiring of any employee or volunteer 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. Finally, any and all services provided hereunder shall not be performed for religious purposes.

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

a. All reports, drawings, plans, specifications, forms of

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

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

17. PATENT/COPYRIGHT INFRINGEMENT

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

18. DISPUTES

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

19. CONFIDENTIALITY

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

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written notice of any judicial proceeding seeking disclosure of such information.

20. CHOICE OF LAW, JURISDICTION, AND VENUE

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

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

21. SUCCESSORS AND ASSIGNS

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

22. SEVERABILITY

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

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

23. ENTIRE AGREEMENT

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

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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); inspection and keeping of records and books (Section 14); litigation hold notice (Section 26); Public Records Act (Section 27); and confidentiality (Section 19).

26. LITIGATION HOLD NOTICE

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

27. PUBLIC RECORDS ACT

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

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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 -

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IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives, and it is effective on January 1, 2023.

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

DocuSigned by:
Ryan Lukson
2D2D349DDC38483...
Civil Deputy Prosecuting Attorney

Dated: 9/23/2022

FOR: SUPPORT, ADVOCACY, AND RESOURCE CENTER

DocuSigned by:
JoDee Garretson
45D1FC3B0E87485...
Signature

JoDee Garretson
Print Name

Executive Director
Title

DocuSign Envelope ID: B7284D60-2068-408E-AC40-9109F489A0CF

Exhibit A: Scope of Work

Engagement Specialist will:

- Engage with youth identified as high risk for having been sex trafficked.
- Provide the following services to youth at BFJJC, in addition to other clients identified through SARC, and provided at other locations in addition to JJC:
    - Advocacy: Utilizing a strength-based model, ongoing intensive case management providing support and assistance in identifying the client's needs and working collaboratively to meet those needs.
    - Medical Advocacy: This may include advocacy in the medical setting, such as during a sexual assault exam, assisting with concerns such as an unplanned pregnancy or STI's, and/or attending to medical needs due to inflicted violence and lack of consistent medical care.
    - Legal Advocacy: Informing clients of their rights as a victim of crime, communicating with law enforcement, and assistance working through criminal charges that are directly related to their trafficking victimization.
    - Crisis Intervention: Assessing and responding to immediate needs and concerns; facilitating emotional stabilization; providing information regarding resources and referrals; helping the victim identify and plan the next steps.
    - Information, Referral: Assisting caller/client in identifying and prioritizing what is needed; providing information about available resources/services; providing referrals to appropriate resources/services, include substance abuse providers; providing information regarding sex trafficking.
    - System Coordination: Working with partner agencies, leveraging resources, collaborating with service delivery; all to meet individual needs of clients.
- Provide informational presentations to community groups regarding sex trafficking.
- Provide prevention-based education in the school setting, when requested.
- Assist with special projects, such as: support groups, psycho-educational groups, and other activities for the benefit of survivors who have been sex trafficked.

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Exhibit B: Budget
Advocacy for Survivors of Sex Trafficking

Support, Advocacy & Resource Center

PUBLIC SAFETY SALES TAX 2022-2023 REQUEST BUDGET

DESCRIPTION	Year 1	Year 2	
Engagement Specialist - Salary and Benefits	$80,228.00	$ 86,646.00	
On Going Training	$2,500.00	$ 2,500.00	
Mileage	$1,250.00	$ 1,500.00	
Printing	$500.00	$ 500.00	
Supervision - HT Unit Lead .10 FTE -Salary/Benefits	$8,000.00	$ 8,640.00	
Supplies	$1,000.00	$ 1,000.00	
Resources for Clients	$500.00	$ 500.00	
TOTAL PROGRAM EXPENSES	**$93,978.00**	**$ 101,286.00**	**$ -**
Minus Funds Through JJC	$11,000.00	$ 11,000.00	
Total Request Per Year	**$82,978.00**	**$ 90,286.00**	**$ -**
Total for Two Years		**$173,264.00**	

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Exhibit C: Measurables

Engagement Specialist will:

- Engage with 20 youth from Benton County (housed at JJC) who have been identified as “high risk to have been sex trafficked”. (Per Year)
- Provide services to 10 Benton County youth outside of JJC. (Per Year)
- Provide two informational presentations to community groups regarding sex trafficking. (Per Year)

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 4, 2022
Subject:	Change Order #1 with Banlin Construction, LLC for the Justice Center Front Entrance Security Upgrade Project
Presenter:	
Prepared By:	P. Schut
Reviewed By:	Purchasing Department

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

On January 25th, 2022, the Board of County Commissioners approved Resolution 2022-077 and executed a contract with Banlin Construction, LLC for the Justice Center Front Entrance Security Upgrade Project in the amount of $205,000.00 excluding WSST.

Change order proposal #1 Ballistic Glazing	Rejected
Change order proposal #2 Door Hardware & Access Control	Rejected
Change order proposal #3 Ballistic Storefront Delays	Rejected
Change order proposal #4 Time Extension	$0.00

The total amount of the change orders is $0.00 with an increase of 57 calendar days.

Fiscal Impact

Amount: $0.00 excluding WSST

Fund: Public Safety Sales Tax

Recommendation

It is recommended by the Construction Manager that the Board authorize the Chairman to sign Change Order #1 with Banlin Construction, LLC for the Justice Center Front Entrance Security Project.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY WASHINGTON:

IN THE MATTER OF APPROVING CONTRACT CHANGE ORDER NO. 1 WITH BANLIN CONSTRUCTION, LLC FOR THE JUSTICE CENTER FRONT ENTRANCE SECURITY UPGRADE PROJECT

WHEREAS, on January 25th, 2022 the Board of County Commissioners approved Resolution 2022-077 and executed a contract with Banlin Construction, LLC for the Justice Center Front Entrance Security Upgrade Project in the amount of $205,000.00 excluding WSST; and

WHEREAS, the attached change order #1 is necessary to approve change order proposals #4 and reject change order proposals #1, 2, and 3 as further outlined in the attached; and

WHEREAS, the Construction Manager has negotiated a fair and reasonable price for Change Order No. 1 in a total amount of $0.00 with an increase of 57 calendar days; and

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

WHEREAS, the Construction Manager recommends that these changes be approved; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners hereby approves Change Order No. 1 with Banlin Construction for the Justice Center Front Entrance Security Upgrade Project and authorizes the Chairman of the Board to sign Change Order No. 1, attached hereto, to the contract executed by Resolution 2022-077; and

BE IT FURTHER RESOLVED, the contract time will increase 57 days for a total of 183 calendar days.

Dated this 4th day of October 2022.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Original: Procurement
c: Auditor, PA, BANLIN CONSTRUCTION LLC

P. Schut

CHANGE ORDER NO. 1

Project:	Front Entrance Upgrade	Date:	09/22/2022
Owner:	Benton County Board of Commissioners 620 Market Street Prosser, WA 99350	Contractor:	BANLIN Construction 320 W Columbia Dr Kennewick, WA 99336

The Contract Documents are hereby amended as summarized below:

COP #1 Ballistic Glazing	REJECTED
COP #2 Door HDW & Access Control	REJECTED
COP #3 Ballistic Storefront Delays	REJECTED
COP #4 Time Extension	57 Days
TOTAL	**57 Cal Days**

Contract Summary	**Contract Sum**	**Contract Time**
Original Contract Sum/Time was:	$ 205,000.00	126 cal days
Net Change by previously authorized Change Orders	$ 0	0 cal days
Revised Contract Sum/Time prior to this Change Order	$ 0	0 cal days
Contract Sum/Time to be modified by this Change Order	$ 0	57 cal days
New Contract Sum/Time will be:	$ 205,000.00	183 cal days

NOT VALID UNTIL SIGNED BY CONTRACTOR AND OWNER:

Recommended: (Owner's Rep.)	Accepted: (Contractor)	Authorized: (Owner)
Benton County	**BANLIN Construction**	**Benton County**
By: Riley O.	By: Jasen Banta	By:
Print: Riley Ollero	Print: Jasen Banta	Print:
Date: 09/22/2022	Date: 9-22-22	Date:

BANLIN Construction

CHANGE PROPOSAL (CP) NO: 004

TO: Benton County

PROJECT NAME: BCJC - Main Entry

ATTN: Riley Ollero

CONTRACT #:
PROJECT NO: 2022-12
DATE:
VIA: Email
FROM: Jasen Banta

CP DESCRIPTION

The contract completion date was originally set for June 13th, 2022. However, there were several factors that contributed to the delay in the completion of the project. Below are a list of items that specifically impacted the schedule:

- Benton County required the security equipment be installed on June 20th to avoid the impact on security and citizens utilizing the building.
- Discrepancies within the drawings associated with the electrical scope of work sent the project into several weeks of negotiations. Benton County advised the contractor to hold on completion of remaining electrical work to avoid possible additional costs associated with mobilizations. Negotiations of the Change Order were finalized, and the contractor was able to complete the project on August 9th with the installation of the security cameras.

This Change Proposal, consisting of an estimate, responds to your Request for Proposal No.	004
The total additional cost for this COP	$0.00
The total credit for this COP	$0.00
COP Grand Total	$0.00
This Change Proposal is good through:	
The schedule effect of this change is:	57 Calendar Day

Enclosures in support of this proposal includes:

1) BANLIN Construction's Estimate for Change
2)

QUALIFICATIONS

- This proposal covers only the specific items that have been priced as listed on the attached cost breakdown.
- Our pricing is based on the quotes of our subcontractors and suppliers and includes any clarifications, qualifications, and exclusions contained in their quotes

Jasen Banta — 9-20-2022

SUBMITTED BY: Jasen Banta — DATE

Riley O. — 09/22/2022

APPROVED BY: Riley Ollero — DATE

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 4, 2022
Subject:	Change Order #1 with Goodman and Melenbacher Ent, Inc. for the Benton County Shooting Range Expansion Project
Presenter:	
Prepared By:	D. Hope
Reviewed By:	R. Blain

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

Type of Agenda Item:	**Type of Action Needed:**	
☒ Consent Agenda	☐ 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

On August 16th, 2022, the Board of County Commissioners approved Resolution 2022-569 and executed a contract with Goodman and Melenbacher Ent, Inc. for the Benton County Shooting Range Expansion Project in the amount of $590,190.00 excluding WSST.

Change order proposal #1 Deductive Electrical Panel Alternate	($1,200.00)
Change order proposal #2 Aluminum Wire Sections	($1,500.00)
Change order proposal #3 Yardage Marker Post Holders	Rejected
Change order proposal #4 Rock Removal	$21,079.77

The total amount of the change orders is $18,379.77 increasing the total contract to $608,569.77

Fiscal Impact

Amount: $18,379.77 excluding WSST

Fund: TBD

Recommendation

It is recommended by the Director of Operations and Capital Programs that the Board authorize the Chairman to sign Change Order #1 with Goodman and Melenbacher Ent, Inc. for the Benton County Shooting Range Expansion Project.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY WASHINGTON:

IN THE MATTER OF APPROVING CONTRACT CHANGE ORDER NO. 1 WITH GOODMAN AND MELENBACHER ENT, INC. FOR THE BENTON COUNTY SHOOTING RANGE EXPANSION PROJECT – CB22-06

WHEREAS, on August 16th, 2022 the Board of County Commissioners approved Resolution 2022-569 and executed a contract with Goodman and Melenbacher Ent, Inc. for the Benton County Shooting Range Expansion Project in the amount of $590,190.00 excluding WSST; and

WHEREAS, the attached change order #1 is necessary to approve change order proposals #1, 2, and 4 and reject change order #3 as further outlined in the attached; and

WHEREAS, the Director of Operations and Capital Programs has negotiated a fair and reasonable price for Change Order No. 1 in a total amount of $18,379.77 excluding WSST; and

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

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

BE IT RESOLVED, the Board of Benton County Commissioners hereby approves Change Order No. 1 with Goodman and Melenbacher Ent, Inc. for the Benton County Shooting Range Expansion Project and authorizes the Chairman of the Board to sign Change Order No. 1, attached hereto, to the contract executed by Resolution 2022-569; and

BE IT FURTHER RESOLVED, the total contract amount will increase $18,379.77 excluding WSST, to be paid to Goodman and Melenbacher Ent, Inc. for a new contract amount not to exceed $608,569.77 excluding WSST.

Dated this 4th day of October 2022.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Original: Procurement
c: Auditor, PA, GAME, Inc.

D. Hope

CHANGE ORDER NO. 1

Project:	BC Shooting Range Expansion Project	Date:	09/20/2022
Owner:	Benton County Board of Commissioners 620 Market Street Prosser, WA 99350	Contractor: GAME Inc.	Architect/Engineer: Meier Architecture-Engineering

The Contract Documents are hereby amended as summarized below:

COP #1 Deductive Electrical Panel Alternate	($1,200.00)
COP #2 Aluminum Wire Sections	($1,500.00)
COP #3 Yardage Marker Post Holders	Rejected
COP #4 Rock Removal	$21,079.77
TOTAL	**$18,379.77**

Contract Summary	**Contract Sum**	**Contract Time**
Original Contract Sum/Time was:	$ 590,190.00	150 cal days
Net Change by previously authorized Change Orders	$	0 cal days
Revised Contract Sum/Time prior to this Change Order	$ 590,190.00	150 cal days
Contract Sum/Time to be modified by this Change Order	$ 18,379.77	0 cal days
New Contract Sum/Time will be:	$ 608,569.77	0 cal days

NOT VALID UNTIL SIGNED BY CONTRACTOR AND OWNER:

Recommended: (Owner's Rep.) **Benton County**	Accepted: (Contractor) **GAME, Inc.**	Authorized: (Owner) **Benton County**
By:	By:	By:
Print: Robert Blain	Print: Marcus Goodman - V.P.	Print:
Date: 9-21-2022	Date: 09/20/2022	Date:

Project: 22-050 Benton County Shooting Range
93315 N, WA-225, Benton City, WA 99320
Benton City, Washington

RFI #6: Change Request #1 (Deductive Electrical Panel Alternate)

Status	Open		
To	Riley Ollero (Benton County)	**From**	Marcus Goodman (Goodman & Mehlenbacher Enterprises, Inc.)
Date Initiated	Aug 17, 2022	**Due Date**	Aug 20, 2022
Location		**Project Stage**	Pre-Construction
Cost Impact	($1,200.00)	**Schedule Impact**	-56 days
Spec Section	26 00 00 - Electrical	**Cost Code**	7000 - ELECTRICAL INCL TRENCHING
Drawing Number		**Reference**	
Linked Drawings			
Received From	Marcus Goodman (Goodman & Mehlenbacher Enterprises, Inc.)		
Copies To	Robert Blain (Benton County), Riley Ollero (Benton County)		

Activity

Question

Question from Marcus Goodman Goodman & Mehlenbacher Enterprises, Inc. *on Wednesday, Aug 17, 2022 at 10:52 AM PDT*

See attached Change Request #1

Attachments
CO_1 (Deductive Electrical Panel Alternate).pdf

Awaiting an Official Response

Change Order

Goodman & Mehlenbacher Entps
P.O Box 5949
Kennewick, WA 99336

Date: 08/17/22
Internal CO: 1

Benton County
7122 W. Okanogan Place, Bldg E
Kennewick, WA 99336

Benton County Shooting Range

Attn:

Owner CO No: 1

This deductive change is for using an equivalent Siemens Nema 4 panel in lieu of the Eaton panel called out in the drawings. The lead time for the Siemens is currently 56 days sooner as well.	-1,200.00

Total this Change Order:	-1,200.00
Original Contract:	590,190.00
Previously Approved Change Orders:	0.00
Revised Contract to Date:	588,990.00

Accepted Date: _____ **Accepted By:** _____

Please sign and return a copy as soon as possible

RFI #7: Change Request #2 (Deductive Aluminum Wire Sections)

Status	Open		
To	Riley Ollero (Benton County)	**From**	Marcus Goodman (Goodman & Mehlenbacher Enterprises, Inc.)
Date Initiated	Aug 17, 2022	**Due Date**	Aug 20, 2022
Location		**Project Stage**	Pre-Construction
Cost Impact	($1,500.00)	**Schedule Impact**	No
Spec Section	26 00 00 - Electrical	**Cost Code**	
Drawing Number		**Reference**	
Linked Drawings			
Received From	Marcus Goodman (Goodman & Mehlenbacher Enterprises, Inc.)		
Copies To	Robert Blain (Benton County), Riley Ollero (Benton County)		

Activity

Question

Question from Marcus Goodman Goodman & Mehlenbacher Enterprises, Inc. *on Wednesday, Aug 17, 2022 at 12:46 PM PDT*

See attached deductive change request #2

Attachments
CO_2 (Deductive Aluminum Wire Sections).pdf

Awaiting an Official Response

Change Order

Goodman & Mehlenbacher Entps
P.O Box 5949
Kennewick, WA 99336

Date: 08/17/22
Internal CO: 2

Benton County
7122 W. Okanogan Place, Bldg E
Kennewick, WA 99336

Benton County Shooting Range

Attn:

Owner CO No: 2

Convert 400A feeder from 3#4/0 w/#1/0G copper to 3#250 w/#1G aluminum	-1,500.00

Total this Change Order:	-1,500.00
Original Contract:	590,190.00
Previously Approved Change Orders:	0.00
Revised Contract to Date:	588,690.00

Accepted Date: _____ **Accepted By:** _____

Please sign and return a copy as soon as possible

Change Order

Goodman & Mehlenbacher Entps
P.O Box 5949
Kennewick, WA 99336

Date: 09/12/22
Internal CO: 3

Benton County
7122 W. Okanogan Place, Bldg E
Kennewick, WA 99336

Benton County Shooting Range

Attn:

Owner CO No: 3

Change order covers additional labor/material for the following: (7) Simpson APVB66 Avant Ornamental 6x6 Post Base - black Powder Coat, Lag Screws, Threaded Rod	937.00

Total this Change Order:	937.00
Original Contract:	590,190.00
Previously Approved Change Orders:	0.00
Revised Contract to Date:	591,127.00

Accepted Date: _____ **Accepted By:** _____

Please sign and return a copy as soon as possible

GOODMAN AND MEHLENBACHER ENTERPRISES INC.

CHANGE ORDER BACKUP FORM	NO.	DATE:
Project: Benton County Shooting Range		
DESCRIPTION: Quantities below are for the removal of rock located at the back of the proposed shooting range. Take off has estimated 4,000CY of rock to be excavated from this area		

LABOR INCLUDING BURDEN	QUANTITY	Hrly Rate	HRS	Rate/Day
Project Manager / Admin	1	$ 90.00	3	$ 270.00
Foreman/Operator	1	$ 71.78	20	$ 1,435.60
Operator - Excavator	1	$ 64.77	20	$ 1,295.40
Operator - Haul Truck	2	$ 64.77	20	$ 2,590.80
Teamster - Water Truck	1	$ 64.77	20	$ 1,295.40
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			TOTAL	**$ 6,617.20**

EQUIPMENT	QUANTITY	RATE	HRS	Total
Cat 345 Excavator	1	$ 173.30	20	$ 3,466.00
Cat 740 Haul Truck	2	$ 145.44	20	$ 5,817.60
OskKosh 5,000gal 6x6	1	$ 79.00	20	$ 1,580.00
Shop Truck	1	$ 19.00	20	$ 380.00
Ripper Attachment for Cat 345	1	$ 12.00	20	$ 240.00
Cat D6N Dozer	1	$ 118.25	20	$ 2,365.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			TOTAL	**$ 13,848.60**

MATERIALS				
DESCRIPTION	**QUANTITY**	**UNIT**	**UNIT PRICE**	**TOTAL**
				$ -
				$ -
				$ -
				$ -
			SUBTOTAL	**$ -**

SUBCONTRACTORS				
DESCRIPTION	**QUANTITY**	**UNIT**	**UNIT PRICE**	**TOTAL**
				$ -
				$ -
				$ -
			SUBTOTAL	**$ -**

SUMMARY	SUBTOTAL	MARKUP%	MARKUP AMT	TOTAL
LABOR	$ 6,617.20	3%	$ 198.52	$ 6,815.72
EQUIPMENT	$ 13,848.60	3%	$ 415.46	$ 14,264.06
MATERIALS	$ -	0%	$ -	$ -
SUBCONTRACT	$ -	5%	$ -	$ -
			TOTAL	**$ 21,079.77**
	ADDITIONAL CONTRACT DAYS REQUESTED			

EquipmentWatch

www.equipmentwatch.com

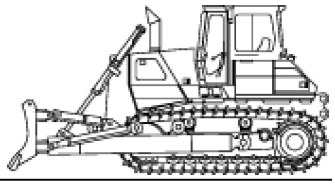
All prices shown in US dollars ($)

Rental Rate Blue Book®

June 23, 2021

Caterpillar D6N XL (disc. 2019)
Standard Crawler Dozers

Size Class:
130 - 159 HP
Weight:
35020 lbs



Configuration for D6N XL (disc. 2019)

Dozer Type	**VPAT**	Operator Protection	**EROPS**
Power Mode	**Diesel**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $11,945.00	USD $3,345.00	USD $835.00	USD $125.00	USD $50.38	USD $118.25
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2019: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $11,945.00**	**USD $3,345.00**	**USD $835.00**	**USD $125.00**	**USD $50.38**	**USD $118.25**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $31.22
Idling Rate	USD $82.15

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	35%	USD $4,180.75/mo
Overhaul (ownership)	54%	USD $6,450.30/mo
CFC (ownership)	3%	USD $358.35/mo
Indirect (ownership)	8%	USD $955.60/mo
Fuel (operating) @ USD 2.53	28%	USD $14.28/hr

Revised Date: 1st half 2021

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for CHUCK BARR (chuck@gameincgc.com)

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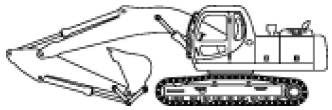
All prices shown in US dollars ($)

Rental Rate Blue Book®

June 23, 2021

Caterpillar 336F (disc. 2019)
Crawler Mounted Hydraulic Excavators

Size Class:
33.1 - 40.0 MTons
Weight:
N/A



Configuration for 336F (disc. 2019)

Operating Weight	**8400.0 lbs**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $16,260.00	USD $4,555.00	USD $1,140.00	USD $170.00	USD $80.91	USD $173.30
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2019: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $16,260.00**	**USD $4,555.00**	**USD $1,140.00**	**USD $170.00**	**USD $80.91**	**USD $173.30**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $48.04
Idling Rate	USD $124.54

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	42%	USD $6,829.20/mo
Overhaul (ownership)	48%	USD $7,804.80/mo
CFC (ownership)	3%	USD $487.80/mo
Indirect (ownership)	7%	USD $1,138.20/mo
Fuel (operating) @ USD 2.53	40%	USD $32.15/hr

Revised Date: 1st half 2021

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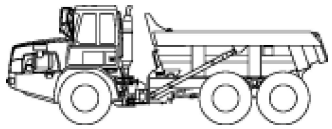
All prices shown in US dollars ($)

Rental Rate Blue Book®

June 23, 2021

Caterpillar 740 (disc. 2014)
Articulated Rear Dumps

Size Class:
35 MTons & Over
Weight:
72973 lbs



Configuration for 740 (disc. 2014)

Axle Configuration	**6 X 6**	Power Mode	**Diesel**
Rated Payload	**39.5 mt**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $14,025.00	USD $3,930.00	USD $985.00	USD $150.00	USD $65.75	USD $145.44
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2014: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $14,025.00**	**USD $3,930.00**	**USD $985.00**	**USD $150.00**	**USD $65.75**	**USD $145.44**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $41.44
Idling Rate	USD $102.58

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	41%	USD $5,750.25/mo
Overhaul (ownership)	48%	USD $6,732.00/mo
CFC (ownership)	3%	USD $420.75/mo
Indirect (ownership)	8%	USD $1,122.00/mo
Fuel (operating) @ USD 2.53	35%	USD $22.89/hr

Revised Date: 1st half 2021

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COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 4, 2022
Subject:	Service Contract between Benton County and Day Management Corp., dba/Day Wireless Systems
Presenter:	
Prepared By:	Lisa Small
Reviewed By:	Ryan Lukson; Michael McGhan; Purchasing Department

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 has contracted with Day Management Corp. dba/Day Wireless Systems for many years to perform the installation and maintenance of electronic equipment in vehicles as well as the handheld equipment carried by our deputies and corrections officers, with the current contract terminating December 31, 2022.

The County Fleet Superintendent recommends entering into service contract with Day Management Corp. dba/ Day Wireless Systems for continued service and support to county communication and public safety systems to cover all services for calendar years 2023 and 2024 at the following rates:

$ 95.00/hour for travel time
$105.00/hour for vehicle work
$120.00/hour for all other technical service work
$145.00/hour Senior Tech
$150.00/hour for engineering design work
All products and supplies quoted as required.

Fiscal Impact

Cost: Not to exceed $450,000, excluding WSST

Expenditures for said services shall come out of each appropriate County department budget who utilizes the contract or the ER&R budget if appropriately in the replacement plan.

Recommendation

Approve the attached Resolution and Personal Service Contract between Benton County and Day Management Corp. dba/Day Wireless Systems, with a contract commencing January 1, 2023 and terminating December 31, 2024.

Suggested Motion

Approved as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A PERSONAL SERVICE CONTRACT BETWEEN BENTON COUNTY AND DAY MANAGEMENT CORP., DOING BUSINESS AS DAY WIRELESS SYSTEMS FOR SERVICES AND SUPPORT TO COUNTY COMMUNICATION AND PUBLIC SAFETY SYSTEMS

WHEREAS, per Resolution 2021-233… Section 5.3.2 General Services states "the 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 County has contracted with Day Management Corp. dba/Day Wireless Systems for many years to perform the installation and maintenance of electronic equipment in vehicles, as well as the handheld equipment carried by our deputies and corrections officers, with the current contract terminating December 31, 2022; and

WHEREAS, the County Fleet Superintendent recommends entering into a contract with Day Management Corp. dba/ Day Wireless Systems for continued service and support to county communication and public safety systems to cover all services for calendar years 2023 and 2024 at the following rates:

$ 95.00/hour for travel time
$105.00/hour for vehicle work
$120.00/hour for all other technical service work
$145.00/hour Senior Tech
$150.00/hour for engineering design work
All products and supplies quoted as required; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Fleet Superintendent's recommendation and hereby awards the Personal Services Contract to Day Management Corp., dba/Day Wireless Systems at the above rates with a total amount not to exceed $450,000 excluding WSST; and

BE IT FURTHER RESOLVED, the Board authorizes the Chairman to sign the attached said contract between Benton County and Day Management Corp., dba/Day Wireless Systems; and

BE IT FURTHER RESOLVED, the term of the attached contract commences January 1, 2023 and expires on December 31, 2024.

Dated this _____ day of _____, 2022

_____
Chairman of the Board

_____
Chairman Pro-Tem

Attest: _____
Clerk of the Board

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

Orig: Fleet Superintendent
cc: Auditor; S. Godinez; Procurement; Day Wireless

Prepared by L. Small

BENTON COUNTY
PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS

This Contract is made and entered into by and between **BENTON COUNTY**, political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **DAY MANAGEMENT CORP., doing business as DAY WIRELESS SYSTEMS**, an Oregon corporation authorized to do business in the State of Washington, with its principal offices at 4700 SE International Way, Milwaukie, OR 97222 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

a. Terms and Conditions, (this document)

2. DURATION OF CONTRACT

The term of this Contract shall begin January 1, 2023 and shall expire on December 31, 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

The CONTRACTOR shall perform the following services:

a. The provision of services and equipment in support of COUNTY's communication and public safety systems; to include radios and radio parts & peripherals (for mobile radios, patrol portable radios, emergency equipment, and other parts necessary for the outfitting & equipping of County vehicles, boats, and UTV or off-road vehicles).

b. CONTRACTOR further agrees to provide ongoing maintenance, for the equipment described in section 3a, which shall include the labor and parts required to repair equipment, which has become defective through normal wear and usage. The equipment will be maintained by the CONTRACTOR in accordance with these standards:

1. Motorola parts of equal quality will be used.

2. Oil, water, dust and foreign substances will be removed from the equipment.

3. The equipment will not be subject to mechanical abuse.

4. The equipment will be maintained at the levels necessary to provide the required communication.

5. Routine maintenance procedures will be followed.

6. All maintenance work will be done by qualified technicians. The equipment will be inspected and adjusted periodically and as often as required.

c. The COUNTY shall notify the CONTRACTOR in the event of the failure or malfunction of the unit. If the CONTRACTOR fails to repair the unit within a reasonable time, the COUNTY shall notify the CONTRACTOR in writing. After said notice from the COUNTY to the CONTRACTOR, the CONTRACTOR shall be liable for any interruption or interference affecting the use of or transmission through the equipment maintained to the extent of a pro rate allowance based on the monthly maintenance fee for the time such interruption or interference is attributable to the fault of the CONTRACTOR.

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 COUNTY.

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 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.

h. COUNTY makes no representation that it will use CONTRACTOR as its sole provider for the services provided hereunder. COUNTY has the sole discretion to contract and use other providers for the above listed services.

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' representatives are as follows:

a. For CONTRACTOR:

Joe Gauthier, Service Manager
2205 W. Frontage Rd.
Pasco, WA 99301
(509)547-8502
JGauthier@daywireless.com

b. For COUNTY:

Michael McGhan, Fleet Superintendent
102808 Wiser Parkway
Kennewick, WA 99338
Michael.McGhan@co.benton.wa.us

5. COMPENSATION

For the services described in Section 3, the CONTRACTOR shall be paid as follows:

a. Service Rates:

$ 95.00/hour for travel time
$105.00/hour for vehicle work
$120.00/hour for all other technical service work
$145.00/hour Senior Tech
$150.00/hour for engineering design work
All products and supplies quoted as required.

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed four hundred fifty thousand dollars and zero cents ($450,000) excluding WSST.

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 services and equipment provided, 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.

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, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature

whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, which are caused in whole or in part by any act or omission, negligent or otherwise, of CONTRACTOR or its subcontractors, which arise in connection with the work performed under this Contract, or are 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, its officers, officials, employees or agents.

b. In any and all claims against the COUNTY, its officers, officials, employees and 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 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, the CONTRACTOR'S employees, agents or subcontractors.

8. 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 Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation and employers' liability.

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

b. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CONTRACTOR from claims for wrongful death, bodily injury, personal injury and property damage, 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 will contain an endorsement naming the COUNTY, 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 will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 7. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

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

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

c. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any auto (Symbol 1), or if the Contractor has no owned autos, 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 be 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, 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, its officers, officials, employees or agents.

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

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

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

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

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

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

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

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

1. All insurance to be maintained by the CONTRACTOR, other than Professional Liability, Auto Liability and Workmen's Compensation, shall specifically include the COUNTY, 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 written prior notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY, its elected and appointed officials, employees and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.

2. Certificates of Liability Insurance, with endorsements attached, are to 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 at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. TERMINATION

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

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

b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph 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 CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice

the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

12. INDEPENDENT CONTRACTOR

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

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

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

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

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

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract.

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

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

b. An electronic copy of all word processing documents shall be submitted to the COUNTY upon request or at the end of the job 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, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the COUNTY, where such action is based on the claim that information supplied by the CONTRACTOR or subcontractor infringes any patent or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTY of any notice of such claim.

18. DISPUTES

Disputes between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any

dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

19. CONFIDENTIALITY

The CONTRACTOR, its employees, subcontractors, and their 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, 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 its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

24. 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 the Contract Representatives Section of this Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

25. CUSTODY OF VEHICLES

The parties understand that in order to accomplish the work required by this agreement, CONTRACTOR will have the need to take temporary custody of marked law enforcement patrol cars for periods of time. Accordingly, the parties agree that the custody of the patrol cars will be subject to the following conditions:

a. All patrol cars that are left in the custody of CONTRACTOR shall not contain firearms or ammunition of any sort - representatives of the Benton County Sheriff's Office have responsibility to ensure that firearms and ammunition are removed from the cars when they are left in CONTRACTOR's custody. Additionally, CONTRACTOR shall immediately notify the Benton County Sheriff's Office if it discovers any firearms or ammunition within the cars while work is being done;

b. CONTRACTOR shall ensure that only those trusted, fulltime employees who are required to do work under this contract shall have access to the patrol cars or to the keys which access same and shall not permit any third parties or sub-contractors to have access to patrol cars or keys without

prior written permission from COUNTY;

c. During all times when CONTRACTOR is not actively working on patrol cars, said patrol cars shall be fully locked, any available alarm or anti-theft systems shall be activated, and the cars shall be stored in a secure location protected by, at a minimum, locked fencing, and the keys which access same shall be in a locked, secured location;

d. If CONTRACTOR or any of its employees discovers that any patrol cars in its custody are missing, it shall immediately notify the Benton County Sheriff's Office On-Duty Patrol Supervisor through contacting SECOMM at (509) 628-0333 and ensuring contact and notification is made;

e. CONTRACTOR and its employees shall not operate any patrol car in its custody anywhere outside of CONTRACTOR's property without first obtaining the express permission of the Patrol Captain at (509) 735-6555 Ext. 3283 or his designee. The only exception is for incidental traveling along a portion of a roadway for purposes of moving patrol cars from one portion of CONTRACTOR's premises to another portion of CONTRACTOR's premises as necessitated by the work being done pursuant to this agreement;

f. If it becomes necessary to test-drive any patrol car in CONTRACTOR's custody for the purposes of testing or verifying work being done pursuant to this agreement, CONTRACTOR shall first obtain the express permission of the Patrol Captain at (509) 735-6555 Ext. 3283 or his designee.

g. In the same manner as stated in the indemnification provisions (Section 7) of this agreement, CONTRACTOR shall indemnify COUNTY for any claims, liability, attorney's fees, judgments, expenses or costs whatsoever, related in any way to claims or lawsuits filed as a direct result of CONTRACTOR's use of any patrol car.

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); inspection and keeping of records and books (Section 14); litigation hold notice (Section 26); Public Records Act (Section 27) and confidentiality (Section 19).

26. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section 14 of this agreement 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 as set out above in Section 14.

27. PUBLIC RECORDS ACT

CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, RCW 42.56 *et seq.* 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 might regard as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTY that it regards as confidential or proprietary, it agrees to conspicuously mark the records as such. CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTY'S release of records covered under the Public Records Act. 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.

~ This section was intentionally left blank ~

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representative and is effective January 1, 2023.

DATED: _____

BENTON COUNTY, WASHINGTON

_____
Shon Small, Chairman
Benton County Commissioner

DATED: 09/21/2022

DAY MANAGEMENT CORP.
DBA/DAY WIRELESS SYSTEMS

_____
Signature

Joe Gauthier-Service Manager
Print Name and Title

Approved as to Form:

_____
Ryan J. Lukson
Civil Deputy Prosecuting Attorney

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 4, 2022
Subject:	Service Agreement with LexisNexis for Law Library within the Benton County Jail
Presenter:	
Prepared By:	Lisa Small
Reviewed By:	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

The Benton County Corrections Department has had an agreement with LexisNexis for the External Hard Drive (EHD) systems that meets the requirements to provide case law and revised codes for Washington State to inmates within the Benton County jail since 2015.

Both parties would like to continue the service and renew the External Hard Drive (EHD) system for an agreement amount of $637.00 plus WSST per month, with an expiration date of December 31, 2023.

Fiscal Impact

Amount: Not to exceed $7,650.00 plus WSST.

Fund: Said expenditures shall be paid out of 1160 - Inmate Benevolence Fund.

Recommendation

Approve the attached Resolution and agreement between Benton County and LexisNexis for an amount not to exceed $7,650 plus WSST, commencing January 1, 2023 and terminating December 31, 2023 and authorize the Chairman of the Board to sign said agreement.

Suggested Motion

Approved as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF RENEWING THE SERVICE CONTRACT BETWEEN BENTON COUNTY AND LEXISNEXIS FOR AN EXTERNAL HARD DRIVE PRISON SOLUTIONS FOR CASE LAW AND REVISED CODES OF WASHINGTON STATE TO BE PROVIDED TO INMATES WITHIN THE BENTON COUNTY JAIL

WHEREAS, per 2021-866 dated December 7, 2021, the Board of Benton County Commissioners entered into a service contract with LexisNexis for the External Hard Drive (EHD) systems that meets the requirements to provide case law and revised codes for Washington State to inmates within the Benton County Jail for a service contract amount of $637.00 plus WSST per month, with a term expiring December 31, 2022; and

WHEREAS, both parties would like to continue the service and renew the External Hard Drive (EHD) system for a contract amount of $637.00 plus WSST per month with an expiration date of December 31, 2023; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby approves renewing the contract between Benton County and LexisNexis, a division of RELX, Inc. for the External Hard Drive (EHD) system for a contract amount of $637.00 plus WSST per month, with an overall contract amount not to exceed $7,650 plus WSST; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman of the Board to sign the attached contract between LexisNexis and Benton County; and

BE IT FURTHER RESOLVED, said renewal shall begin January 1, 2023 and shall terminate December 31, 2023.

Dated this _____ day of _____, 2022.

_____
Chairman of the Board

Attest.....
Clerk of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington

Orig: BCSO
cc: Auditor; PA; Procurement; LexisNexis

L. Small

Prison Solutions

RENEW YOUR LEXISNEXIS® PRISON SOLUTION ORDER NOW BY SIGNING THIS LETTER AGREEMENT

Thank you for using LexisNexis, a division of RELX Inc. as your provider of legal research materials for correctional facilities.

Currently you are using the LexisNexis services pursuant to the Prison Solution Agreement or Order (the "Order") that allows you to use selected information relevant to your needs in exchange for a fixed monthly commitment. The Order offers you access to comprehensive content and ease-of-use. However, your LexisNexis service under this Order will expire soon.

By signing below, you may extend the term for the following period at the monthly commitment rate indicated below:

Customer Name:	Benton County	**Account Number:**	0099706902

	Extension Period			**Monthly Commitment**	
Beginning	**1/1/2023**	**to**	**12/31/2023**	**$**	**637.00**
Beginning		**to**		**$**	
Beginning		**to**		**$**	

Customer hereby certifies that they have _____number of inmates

These changes will be effective on 1/1/2023. Except as expressly stated above, all other terms of the Order will remain unchanged and unaffected by this letter agreement.

If you have any questions about your new rate or would like to see a comparison of other pricing options, please contact me, your account representative, at:

Chris Conner
Client Mgr--Corrections
C: 937-344-8496
Toll Free:866-293-4261
F: 866-960-2944
chris.conner@lexisnexis.com

If you agree with the new monthly commitment and extended term, then please print this message, provide the information requested for the total number of terminals/licenses/locations then sign and date. Upon completion, return the signed letter agreement to me at the fax number listed above. In order for these changes to be effective on the date listed above, please sign and return this letter agreement no later than the 31st of December, 2022.

If you do not respond to this letter, please be advised that the Order will expire at the end of the current commitment period and you will no longer receive updated materials.

Customer Name: Benton County

Authorized Signature: _____

Print Name: Shon Small, Chairman

Title: Benton County Commissioner

Date: _____

Approved as to Form:

Ryan J Lukson, Civil DPA

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 4, 2022
Subject:	Awarding and executing a contract with Schindler Elevator Corporation for Elevator Maintenance & On-Call Repair for all Benton County Locations
Presenter:	N/A
Prepared By:	P. Schut
Reviewed By:	Purchasing Department

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 Purchasing Department solicited vendors who are listed on the MRSC Small Works List for Elevator maintenance & on-call repair services with the following results:

Schindler Elevator Corporation (SCHINEC140BF) $191,543.50

The Procurement & Contracting Coordinator has reviewed the bid and recommends awarding it to Schindler Elevator Corporation.

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 Schindler Elevator Corporation.

Fiscal Impact

Amount: $350,000.00 excluding W.S.S.T.

Fund: Various Funds

Recommendation

Award the Contract for Elevator Maintenance & On-Call Repair Services not exceeding $350,000.00 to Schindler Elevator Corporation 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 ELEVATOR MAINTENANCE & ON-CALL REPAIR SERVICES TO SCHINDLER ELEVATOR CORPORATION AND AUTHORIZING THE CHAIRMAN TO SIGN SAID CONTRACT

WHEREAS, the Purchasing Department solicited vendors who are listed on the MRSC Small Works List for elevator maintenance & on-call repair services for all Benton County locations; and

WHEREAS, only one bid was received in the amount below:

Schindler Elevator Corporation (SCHINEC140BF) $191,543.50

WHEREAS, the Procurement & Contracting Coordinator has reviewed the bid and recommends awarding the bid to Schindler Elevator Corporation; 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 Schindler Elevator Corporation; and

WHEREAS, the Procurement & Contracting Coordinator recommends the Chairman sign said contract; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners concurs with the recommendation of the Procurement & Contracting Coordinator and awards the bid for elevator maintenance & on-call repair to Schindler Elevator Corporation in an amount not to exceed $350,000.00 excluding Washington State Sales Tax; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman of the Board of County Commissioners to sign on behalf of Benton County said contract to Schindler Elevator Corporation; and

BE IT FURTHER RESOLVED, said contract expires September 30, 2023.

Dated this 4th day of October, 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; Purchasing, Facilities

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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 **SCHINDLER ELEVATOR CORPORATION** a corporation organized under the laws of the State of Washington with its principal offices at 409 N Thierman Rd; STE D, Spokane Valley, WA 99212 (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;
b. Exhibit B – Bid Form; 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 October 1, 2022 or and shall expire on September 30, 2023. The COUNTY further reserves the right to renew the Contract for an additional one year. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

a. The CONTRACTOR shall provide a preventative maintenance program and on-call repair service for elevators for Benton County Locations. 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. In the event that the requested work encompasses work that is

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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 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 the on-call portion 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.

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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:	Kelley Campbell
Address:	409 N. Thierman Rd.; STE D Spokane Valley, WA 99212
Phone:	509-212-5553
Email:	Kelly.Campbell@schindler.com

b. For COUNTY:

Name:	Jeff Jones Facilities Manager
Address:	7122 W Okanogan Place; STE E330 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 at the rates set forth in Exhibit B, "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 Three Hundred Fifty Thousand Dollars and Zero Cents ($350,000.00), 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. The CONTRACTOR shall inform the COUNTY promptly in writing if the CONTRACTOR's cumulative accounts receivable attributable to the COUNTY, pursuant to this Contract, reaches eighty percent (80%) of the maximum total amount payable so that budgeting and approval of additional amounts may be obtained (if appropriate). Any dollar amount above the maximum total amount payable will only be approved with an amendment to this Contract.

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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 completion of all work contemplated by this Contract, or at the end of the contract term, whichever comes first, 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.

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

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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.

7. RETAINAGE

a. 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 award of 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.

8. 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.

9. 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

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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 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 9 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

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parties.

10. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

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

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$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 9. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

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

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

c. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any 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

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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.

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

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condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.

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

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

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

1. All insurance to be maintained by the CONTRACTOR, other than 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.

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3. All written notices under this Section 10 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.

11. PERFORMANCE AND PAYMENT BONDS

The CONTRACTOR shall furnish COUNTY with a Performance Bond and Labor and Materials Payment Bond, in addition to the 5% being withheld for retainage, with sufficient sureties acceptable to 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. Proof of the performance and payment bonds must be received by COUNTY within ten (10) days following the award of the bid. CONTRACTOR shall be responsible to ensure the acceptable Performance Bond and Labor and Materials Payment Bond remain equal to one hundred percent (100%) of the Contract sum, including the amount of any change orders or Contract amendments.

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

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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 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. 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. 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.

16. 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.

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17. TERMINATION

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

18. 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.

19. 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.

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20. 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.

21. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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.

22. VERIFICATION OF SUBCONTRACTOR RESPONSIBILITY CRITERIA

If written consent is obtained to subcontract pursuant to Section 21, CONTRACTOR shall then 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). This verification requirement, as well as the responsibility criteria, must be included in every public works contract and subcontract of every tier.

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 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

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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.

25. 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.

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.

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 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.

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

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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.

28. 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 9); inspection and keeping of records and books (Section 14); litigation hold notice (Section 26); Public Records Act (Section 27); and confidentiality (Section 29).

29. 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.

30. SECURITY BACKGROUND CHECK

The CONTRACTOR, its employees, subcontractors, and their employees who will be working onsite will be required to complete in full the Security Background Check, which can be found at https://bentoncountywa.jotform.com/211997385382974. Successful completion of the background check, as determined by the COUNTY, is required prior to the first day of work or entry into the jail. The COUNTY reserves the right to interview CONTRACTOR employees, or subcontractor employees as part of the security background process. The CONTRACTOR agrees to remove any of its employees, or subcontractor employees, prior to performance hereunder if in the sole discretion of the COUNTY said employees fail the Security Background Check. In addition, CONTRACTOR agrees to provide the COUNTY notice if during the performance of work hereunder any of

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its' employees, or subcontractors' employees, are charged with or convicted of any crime. Finally, if the CONTRACTOR, its employees, subcontractors, or their employees are working in the jail area and discover that a friend or family member is in the jail's custody they must immediately notify jail staff.

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

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

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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 October 1, 2022.

Date:_____	Date: 9/20/2022
BENTON COUNTY, WASHINGTON	**SCHINDLER ELEVATOR CORPORATION**
	DocuSigned by: Jacent Ley C781B341AAE4468...
Chairman Benton County Commissioner	Signature
	Area Operations Manager
Approved as to Form:	Title:
DocuSigned by: Eric Andrews B4E7673BB8A1486...	Jacent Ley
Civil Deputy Prosecuting Attorney	PRINTED NAME

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SCOPE OF WORK

The COUNTY requires, and the CONTRACTOR agrees to perform the following services:

CONTRACTOR shall systematically examine, maintain, adjust and lubricate the elevator equipment of thirteen (13) elevators at the Benton County Justice Center, 7122 W. Okanogan Place, Bldg. A and Bldg. B, Kennewick, Washington; two (2) elevators located at the Benton County Administration Building, 7122 W. Okanogan Place, Bldg. E, Kennewick, Washington; two (2) elevators at the Benton County Health District, 7102 W. Okanogan Place, Kennewick, WA; and one (1) elevator at the Benton County Courthouse, 620 Market Street, Prosser, Washington.

CONTRACTOR shall provide full coverage of parts repair and/or replacement for all components worn due to normal wear unless specifically excluded in the "Items Not Covered" or "Other Conditions" provisions, which shall be considered on-call billable services. All services will be performed in accordance with the most current versions of A17.1/CSA B44 and all portions of the WA state MCP.

CONTRACTOR shall have an authorized Maintenance Control Program (MCP), per section code 8.6, filed with the Washington State Department of Labor & Industries. CONTRACTOR shall show evidence of MCP. To that effect, the CONTRACTOR, by submitting a proposal, agrees to enter into a contract in the form of the Sample Contract provided and to repair or replace the following, according to a non-billable service request from the COUNTY, if the repair or replacement is necessitated by normal wear and tear.

PERFORMANCE

CONTRACTOR shall maintain the units with trained personnel directly employed and supervised by the CONTRACTOR. The maintenance shall include inspection, lubrication, and adjustment of the following components:

- Controller parts, cabinet, machine room connection board, LCE CPU board, all relays, hydraulic level shifter board, power supply, transformers, contacts, bypass switches, relays, fuses, motor starters, selectors and dispatching equipment, solid state components, transducers, resistors, condensers, power amplifiers, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, position indicating equipment, and other accessories.
- Door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, auxiliary door closing devices, load weighting equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, emergency car lighting, and other accessories.
- Enclosures, pumps, motors, brushes, brush holders, bearings, power transmission elements between the pump and motor, valves, strainers, mufflers, gaskets, and all other accessories.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.
- Hydraulic system accessories, exposed piping, fittings, jack packing, and accessories such as vibration dampeners and silencers between the pumping unit and the jack unit. Hydraulic fluid, heating or cooling elements, insulation, and accessories are installed by the elevator equipment manufacturer to control oil temperature.
- Car panel connect board, car operating board, car top inspection station, floor leveling unit assembly, switch tree assembly, and floor controllers.

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- Electrical wiring, conduit, ducts, and traveling cables from the elevator equipment to the machine room mainline disconnect switch and hoistway outlets.
- Hoistway and pit landing and slowdown switches, limits, and car buffers.
- Governor components, governor sheaves and shaft assemblies, bearings, contacts, jaws, deflector or secondary sheaves, car and counterweight items such as buffers, sheave assemblies, guide rails, top, and bottom limit switches, governor tension sheave assemblies, guide shoe gibs, roller, and compensating sheave assemblies. Guide rails will be properly lubricated, except where roller guides are used.
- Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, lobby control panels, car operating panels, fireman's service equipment, and all other signal and accessory facilities are furnished and installed as an integral part of the elevator equipment.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above-ground plungers and cylinders, and hydraulic fluid tanks.
- Refinishing, repairing, replacement, or cleaning of car enclosure, gates, and/or door panels, door pull straps, hoistway enclosure, rail alignment, hoistway doors, door frames, sills, hoistway gates, finished flooring, power feeders, switches, wiring and fusing, car light diffusers, ceiling assemblies and attachments, smoke or heat sensors, fireman's phone devices, intercoms, music system, media displays, card-readers or other security systems, light tubes and bulbs, hydraulic cylinder, unexposed piping, pit pumps, emergency power generators, disposal of or clean-up of waste oil or any contamination caused by leaks in the hydraulic cylinder or unexposed piping, including and consequential damages.
- Re-lamping of signal fixtures is included only during the CONTRACTOR's systematic examinations.
- CONTRACTOR shall use lubricants that meet or exceed OEM specifications or equal.

HOURS OF SERVICE

All regularly scheduled work is to be performed from 7:00 am to 5:00 pm Monday through Friday. The COUNTY shall not be billed for non-billable service requests which are started and completed during the hours defined above. On-call work performed during the hours defined below shall be charged the hourly rate stipulated in the Bid Form.

On-call work may include callouts during the day, evening, or overnight. They also may include weekdays, weekends, and holidays.

- Regular Time Hours – Monday-Friday (7 am – 5 pm)
- Overtime Hours – Monday-Friday (5 pm – 7 pm) & Saturday (7 am – 3:30 pm)
- Double-time Hours - Monday-Friday (7 pm – 7 am) & Saturday (3:30 pm – 7 am) & Sunday (All day) & Holidays (All Day)

RESPONSE TIMES

Emergency service response shall be provided 24 hours per day, 7 days a week, 365 days per year, with a minimum of two on-call staff. Emergency service, including overtime necessary to keep the facilities in good operating condition, shall be performed with reasonable promptness and minimal downtime.

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Bidder must respond to emergency service calls within one (1) hour after notification and arrive onsite within four (4) hours. Response time for non-emergency service calls is a maximum of twenty-four (24) hours, as arranged with the Benton County Facilities Department.

PARTS COVERAGE AND INVENTORY

CONTRACTOR shall replace or repair any of the parts specified unless specifically excluded elsewhere in the contract. CONTRACTOR shall maintain a local supply of frequently used replacement parts and lubricants to meet the specific routine requirements. CONTRACTOR shall also maintain a supply of routine replacement parts available for express delivery in emergencies.

TESTS

CONTRACTOR shall be responsible for all required inspections and testing I.A.W. Washington State Labor and Industries rules and regulations. This includes any annual or 5-year tests as required.

MICROPROCESSOR SOFTWARE

Examinations shall ensure dispatching and motion control systems are operating at proper levels.

HYDRAULIC ELEVATORS

CONTRACTOR shall conduct a pressure relief and a yearly leakage test as required by the ASME A-17.1 code.

EXCLUSIONS

CONTRACTOR assumes no responsibility for the following items or services, which are excluded from the Agreement:

CONTRACTOR shall not be obligated to make other safety tests other than those specified herein, equipment adjustments, or to install new attachments whether or not recommended or directed by insurance companies, or by federal, state, municipal, ASME codes, or other governmental or non-governmental authorities. CONTRACTOR shall maintain the equipment performance and its components to OEM specs as of the effective date of a Contract awarded under this RFP. CONTRACTOR shall not be required to perform and keep records of firefighter's service testing. CONTRACTOR shall not be obligated to make equipment adjustments to achieve Code-required Escalator Step/Skirt Performance Index or loaded gap values.

CONTRACTOR shall not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), excessive humidity, adverse environmental conditions, water damage, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, war, acts of government, labor disputes, strikes, lockouts or tampering with the elevator equipment by unauthorized personnel. CONTRACTOR shall not be obligated to make repairs or renewals for damage or deterioration caused by UV rays.

CONTRACTOR shall not be required to make renewals or repairs necessitated by negligence or misuse of the equipment or any other cause beyond its control except ordinary wear and tear. If any part of the equipment becomes obsolete or is no longer manufactured by the manufacturer, the cost to replace the obsolete part shall be at the COUNTY'S expense.

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OTHER REQUIREMENTS

CONTRACTOR service technicians shall be equipped with all necessary tools and documentation to properly service all elevators under this contract. Upon entering the facility designated as Bldg. B at 7122 W. Okanogan Pl., CONTRACTOR shall follow the Jail Tool Policy and provide a detailed list of tools, equipment, and parts brought into the facility. Tools, equipment, and parts are subject to inventory and approval by COUNTY personnel. The inventory list intends to ensure that no tool, part, or equipment is left behind and that everything is accounted for.

CONTRACTOR'S employees working on site shall be certified for the tasks to be performed. CONTRACTOR shall keep a record of hours worked on each elevator, and this information shall be available online at any time. CONTRACTOR shall provide photo documentation of completion of any project that requires a replacement of a part.

CONTRACTOR shall be responsible for cleaning elevator pits with a minimum annual cleaning and door tracks every time elevators are serviced.

ITEMS NOT COVERED

Cosmetic, floor coverings, fabric wall coverings, decorative panels, music systems, media displays, security systems not installed by CONTRACTOR, air conditioners, mirrors, or damage done by passengers.

OBSOLETE EQUIPMENT

Suppose any part or component of the covered equipment under this Agreement cannot be safely repaired and is no longer stocked and readily available from either the original equipment manufacturer or an aftermarket source. In that case, that part or component shall be considered obsolete. CONTRACTOR will not be responsible for any charges associated with replacing that obsolete part or component or any charges required to ensure that the remainder of the equipment is functionally compatible with that replacement part or component.

ELEVATOR CONEYANCE NUMBERS & INFORMATION

Please see the list on the next page.

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Conveyance #	Old Elevator #	New Elevator #	Controller Room #	Manufacturer	Location	Physical Site Or Bldg	Physical Address
5127	6	1	2016	Otis	PA's Elevator	Old Courts (Superior)	7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336
5131	4	2	2036	Otis	N Inmate Elevator Superior Courts (Courtroom B)	Old Courts (Superior)	7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336
5132	5	3	2038	Otis	S Inmate Elevator Superior Courts (Courtroom E)	Old Courts (Superior)	7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336
6235	1	4	110a	Montgomery	Main Hallway (1st floor)	Prosser Courthouse	620 Market Street, Prosser, WA 99350
11670	7	5	2159	Montgomery/Kone	Elevator South of Courtroom D (Judges Hall)	Old Courts (Superior)	7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336
15703	1 (1E)	6	736	Schindler	Main Elevator (East)	New Jail	7122 W. Okanogan Place, Bldg. B, Kennewick, WA 99336
15704	2 (2W)	7	736	Schindler	Main Elevator (West)	New Jail	7122 W. Okanogan Place, Bldg. B, Kennewick, WA 99336
15705	1	8	510	Schindler	North Lobby Elevator (Main Entrance)	New Courts (District)	7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336
15706	2	9	510	Schindler	South Lobby Elevator (Main Entrance)	New Courts (District)	7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336
15707	3	10	548	Schindler	West Elevator (Next to the IT Dept.)	New Courts (District)	7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336
15708	8	11	120a	Schindler	Jury Elevator (Near Courtroom D Front Doors)	Old Courts (Superior)	7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336
15709	3	12	747a	Schindler	Service Elevator (Kitchen)	New Jail	7122 W. Okanogan Place, Bldg. B, Kennewick, WA 99336
21056	Car B	13	74	Schindler	Back Elevator (Near the Rear Exit)	Health Dist	7102 W. Okanogan Place, Kennewick, WA 99336
21057	Car A	14	64a	Schindler	Lobby Elevator (Main Entrance)	Health Dist	7102 W. Okanogan Place, Kennewick, WA 99336
22070	Car 1	15	571	Kone	N Inmate Elevator District Courts (Courtroom 2)	New Courts (District)	7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336
22071	Car 2	16	574	Kone	S Inmate Elevator District Courts (Courtroom 5)	New Courts (District)	7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336
131331	1	17	002	Schindler	Administration Building West Elevator	Administration Bldg	7122 W. Okanogan Place, Bldg. E, Kennewick, WA 99336
131332	2	18	002	Schindler	Administration Building East Elevator	Administration Bldg	7122 W. Okanogan Place, Bldg. E, Kennewick, WA 99336

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BID FORM

Elevator Maintenance and On-Call Repair

Company Name SCHINDLER ELEVATOR CORPORATION

Fill in all blank fields in the "For Bid Comparison Only" table. Hours and parts shown are for bidding purposes only. Benton County will pay the preventative maintenance program amount on a monthly or quarterly basis. For the on-call work, Benton County will only pay for actual hours worked and actual parts used during the duration of the contract.

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 _____

Addendum No. 2, dated _____

FOR BID COMPARISON ONLY – PREVENTATIVE MAINTENANCE

Bid Item	Qty.	Unit	Unit Price (UP)	Total Cost (QTY x UP)
Year #1 – Preventative Maintenance Program	12	Month	$3520.00	$42,420.00
Year #2 – Preventative Maintenance Program	12	Month	$3625.00	$43,500.00
Subtotal A = Preventative Maintenance Program				**$85,920.00**

FOR BID COMPARISON ONLY – Year #1 ON-CALL RATES

Bid Item	Qty.	Unit	Unit Price (UP)	Total Cost (QTY x UP)
Labor (Regular Hourly Rate)	70	hr.	$328.24	$22,976.80
Labor (Overtime Hourly Rate)	20	hr.	$558.00	$11,160.00
Labor (Double-time Hourly Rate)	10	hr.	$656.47	$6,564.70
Parts Markup	$10,000	ea.	15%	$11,500.00
Subtotal B = Year #1 Total Bid				**$ 52,201.50**

FOR BID COMPARISON ONLY – Year #2 ON-CALL RATES (if contract is renewed)

Bid Item	Qty.	Unit	Unit Price (UP)	Total Cost (QTY x UP)
Labor (Regular Hourly Rate)	70	hr.	$338.08	$23,665.60
Labor (Overtime Hourly Rate)	20	hr.	$574.74	$11,494.80
Labor (Double-time Hourly Rate)	10	hr.	$676.16	$6,761.60
Parts Markup	$10,000	ea.	15%	$11,500.00
Subtotal C = Year #2 Total Bid				**$53,422.00**
Subtotal A + Subtotal B + Subtotal C = Grand Total (for bid comparison only.)				**$191,543.50**

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The undersigned hereby certifies that they have examined the location of the work outlined in the request for bids, and has read and thoroughly understands the plans, specifications and contract governing the work embraced in this improvement, and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this improvement in accordance with the said plans, specifications and contract, and the above schedule of rates and prices. **(NOTE: Unit prices for all items, all extensions, and total amount of bid shall be shown. Show unit price and total amounts in figures only.)**

Bid Bond

A proposal guaranty in an amount of five percent (5%) of the total bid, and in the form as indicated below, is attached hereby:

Cashier's Check	_____	In the Amount of _____
Certified Check	_____	($_____) Payable to the County Treasurer of Benton County, Washington.
Proposal Bond	_____X_____	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.

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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 September, 2022.

FIRM NAME: SCHINDLER ELEVATOR CORPORATION

AUTHORIZED SIGNATURE:

TYPE OR PRINT NAME: KELLY CAMPBELL

TITLE: ACCOUNT MANAGER

STREET ADDRESS: 409 N. THIERMAN RD, SUITE D

CITY, STATE, ZIP: SPOKANE VALLEY, WA 99212

TELEPHONE NO.: 509-212-5553

EMAIL: kelly.campbell@schindler.com

CONTRACTOR'S LICENSE NO.: SCHINEC140BF

UBI NO.: 600318701

WASHINGTON STATE EMPLOYMENT SECURITY NO.: 341270056

DocuSign Envelope ID: BBC7B32B-2115-44FE-BD14-FD28F68B71E7

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 September 8, 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:	10/04/2022
Subject:	Agreement with Master's Touch, LLC
Presenter:	
Prepared By:	Veronica Bivins
Reviewed By:	Kirsten Yniguez

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

The Benton County Treasurer would like to enter the first amendment to Resolution 2021-807 to amend the expiration date, increase the maximum total amount payable under this contract to $25,000.00 and replace the Exhibit A in its entirety by a new Exhibit A containing updated rates for the year 2023. The Master's Touch is a full-service firm that provides all the tax statement services that the County Treasurer requires.

Fiscal Impact

The cost will not exceed $25,000.00 (including W.S.S.T) per year and will be paid out of the Current Expense Fund 0000-101, Department 124 budget.

Recommendation

Approve resolution.

Suggested Motion

N/A – Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ENTERING INTO THE FIRST AMENDMENT TO THE PERSONAL SERVICES CONTRACT (RESOLUTION 2021-807) BETWEEN BENTON COUNTY AND THE MASTER'S TOUCH LLC.

WHEREAS, per resolution 2021-807 dated November 9, 2021 the Board of Benton County Commissioners entered into a contract with The Master's Touch LLC for "the formatting, printing, mailing or electronic presentment of the Benton County Property Tax Statements"; and

WHEREAS, the proposed First Amendment to the Treasurer's Contract is necessary to amend the expiration date and increase the maximum total amount payable under the contract to $25,000.00 to provide for and compensate for additional services; and

WHEREAS, the First Amendment has been prepared, reviewed and approved as to form by the department's Deputy Prosecuting Attorney, signed by The Master's Touch LLC, and is recommended for approval by the Treasurer; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners hereby concurs with the attached First Amendment to the Personal Services Contract amending the expiration date to November 30, 2023, increasing the not to exceed amount to $25,000.00 including WSST, plus whatever amount is reimbursable to The Master's Touch for postage costs and replace Exhibit A in its entirety by a new Exhibit A containing updated rates for the year 2023; and

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners hereby authorizes the Chairman of the Board to sign the First Amendment to the Personal Services Contract with The Master's Touch LLC attached hereto.

BE IT FURTHER RESOLVED, that Resolution No. 2021-807 is hereby amended.

Dated this _____ day of _____, 2022.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners of Benton County, Washington

Attest.....
Clerk of the Board

Original: Treasurer
c: Auditor, The Master's Touch LLC, Prosecuting Attorney

Prepared by: Veronica Bivins

FIRST CONTRACT AMENDMENT
to the
PERSONAL SERVICES CONTRACT

THIS FIRST CONTRACT AMENDMENT made and entered into this _____ day of _____, 2022 by and between **BENTON COUNTY,** a political subdivision, with its principal offices at 620 Market Street, Prosser, Washington 99350 (hereinafter "COUNTY") and **The Master's Touch LLC**, with its principal offices at 1405 North Ash St, Spokane, WA 99201 (hereinafter "CONTRACTOR").

Whereas, the parties entered into a Personal Services Contract dated November 9, 2021 (the "CONTRACT") to provide the formatting, printing, mailing or electronic presentment of the Benton County property tax statements.

Whereas, this First Amendment is necessary to extend the expiration date and increase the not to exceed amount.

The parties agree that all provisions of their contract remain in effect except for the following amendments:

1) **Section 1. Contract Documents:** shall be amended by replacing Exhibit A in its entirely by a new Exhibit A containing updated rates for the year 2023, which is attached herein and incorporated by this reference.

2) **Section 2. Duration of Contract:** shall be amended by replacing the first sentence with the following:

   The term of this Contract shall begin **immediately upon execution by the COUNTY**, and shall expire on **November 30, 2023.**

3) **Section 5. COMPENSATION, subsection b.:** shall be amended by replacing the subsection with the following:

   The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed **$25,000 per year (including Washington State Sales Tax), plus whatever amount is reimbursable to the CONTRACTOR for postage costs.**

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

BENTON COUNTY

_____
Chairman of the Board

Date: _____

Approved as to Form:

_____
Deputy Prosecuting Attorney

THE MASTER'S TOUCH LLC

_____
Signature

Date: 9/21/2022

"Exhibit A" for 2023 Tax Mailing

	QTY	RATE*	TOTAL PRICE
Regular Tax *Statements*			
Mailing Services	48,000	0.07	$3,360.00
8 ½ x 14" Statement	48,000	0.042	$2,016.00
#10 Envelope	48,000	0.04	$1,920.00
#9 Envelope	96,000	0.037	$3,552.00
Mortgage Courtesy *Statements*			
Mailing Services	32,000	0.07	$2,240.00
8 1/2 x 14" Statement	32,000	0.042	$1,344.00
#10 Envelope	32,000	0.04	$1,280.00
ACH *Statements*			
Mailing Services	2,000	0.17	$340.00
8 ½ x 11" Statement	2,000	0.04	$80.00
#10 Envelope	2,000	0.04	$80.00
Delinquent *Tax Statements*			
Mailing Services	4,000	0.22	$880.00
8 ½ x 14" Statement	4,000	0.042	$136.00
#10 Envelope	4,000	0.04	$136.00
#9 Envelope	8,000	0.037	$256.00
E-Billing Service			
Mailing Services	1,500	0.120	$180.00
eNotices one-time set up		N/A	$0.00
eNotices annual upload fee	82,000	0.01	$820.00
10x15 Envelopes	100	0.850	$85.00
Insert-s ½ x 11" 2 sides, 2 colors	82,000	0.038	
eNotice Insert-113 sheet pre-made and printed in bulk		0.017	
Total Mailing Services & Supplies (annual)			**$18,705.00 + Tax**

JC 9/5/2022

1. The duration of this contract shall be for one (1) year (2023), ending on November 30, 2023, with an option for two (2) additional one year renewals in years 2024 and 2025 with the written consent by the County.
2. The quantities listed above are for a one year period and are estimates only. Actual quantities may differ from above stated quantities. Rates* for these items will remain constant for 2023 and invoiced amounts will be based off of the actual quantities provided to The Master's Touch by the County.
3. The Master's Touch will CASS certify the Benton County Treasurer's name and address file using the USPS NCOA services for the cost listed above. The cost for NCOA (National Change of Address) and CASS certification is included in the rates provided above.
4. The County reserves the right to produce Mortgage, ACH, & Delinquent Tax Statement mailings internally if desired. The Master's Touch will, not charge mailing service charges if this occurs.
5. The County reserves the right to produce electronic statements internally or through the vendor of the County's choosing without utilizing eNotice services provided by The Master's Touch. The Master's Touch will not charge the County a one-time setup fee or an annual upload fee if the County declines the eNotice service.
6. If the County chooses to utilize the eNotice option through The Master's Touch, The Master's Touch agrees to provide the County with, at a minimum, a quarterly file that contains a comprehensive list of the Benton County Taxpayers participating.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 4th, 2022
Subject:	Level 3 Communications, LLC; Franchise Renewal
Presenter:	Cristina Woods, Public Works
Prepared By:	Jackie Mayfield, Administrative Assistant
Reviewed By:	Cristina Woods

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 received an application for a Franchise Order and Agreement for a fiber optic cable system and facilities from Level 3 Communication, LLC.

In accordance with RCW 36.55.040 and RCW 36.55.050, a public hearing must be held to allow public comment to the proposed franchise agreement prior to the final determination of the Board of County Commissioners. Subsequent to the public hearing, the Board may, upon its finding that the franchise agreement is in the best interest of the County, enter into said agreement by resolution. The public hearing was advertised in the newspaper of record on September 21st and September 28th, 2022, in accordance with RCW 36.55.040, and a public hearing was held on October 4th, 2022, in accordance with RCW 36.55.050.

Fiscal Impact

None

Recommendation

Benton County Public Works recommends the Commissioners approve the Franchise Order and Agreement with Level 3 Communications, LLC by resolution.

Suggested Motion

Move to approve the Franchise Order and Agreement with Level 3 Communications, LLC.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FRANCHISES RE: GRANTING A FRANCHISE TO LEVEL 3 COMMUNICATIONS, LLC TO PLACE A FIBER OPTIC CABLE SYSTEM AND FACILITIES IN COUNTY ROAD RIGHTS OF WAY

WHEREAS, a public hearing was held October 4th, 2022, to consider the request of Level 3 Communications, LLC who has applied for a nonexclusive franchise to place a fiber optic cable system and facilities in unincorporated Benton County; and

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

1. The term of the franchise shall be a ten-year (10) period, expiring October 4th, 2032, with an associated cost of $500.00;
2. The Grantee is to carry liability insurance with Benton County named as an insured with a minimum limit of $1,000,000.00. A copy of the proof of insurance is to be provided to Benton County yearly;
3. Placement of facilities within the right of way shall meet all requirements of Benton County as to location and repair of roads and right of way;
4. Should Benton County require utility relocation work because of road construction, maintenance, or any other reason, said work shall be at the Grantee's expense;
5. The franchise is nonexclusive;
6. The Grantee is to sign the Order and Agreement for Nonexclusive Franchise;

WHEREAS, Level 3 Communications, LLC has agreed to the terms and has signed the Order and Agreement for Nonexclusive Franchise, said Order having been approved as to form by the Prosecuting Attorney's Office; **NOW, THEREFORE**

BE IT RESOLVED that the franchise Level 3 Communications, LLC in County road rights of way be approved and that the Board indicates its approval by its signatures on the Order and Agreement for Nonexclusive Franchise.

Dated this 4th day of October, 2022

_____
Chairman

_____
Chairman Pro Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Orig.: Public Works JMayfield

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

Grantor: Benton County
Grantee: Level 3 Communications, LLC

BEFORE THE BOARD OF COUNTY COMMISSIONERS

BENTON COUNTY, STATE OF WASHINGTON

IN THE MATTER OF THE APPLICATION OF LEVEL 3 COMMUNICATIONS, LLC FOR A NONEXCLUSIVE FRANCHISE TO LOCATE, CONSTRUCT, MAINTAIN, OPERATE, USE, AND IF NECESSARY, REMOVE FIBER OPTIC CABLE SYSTEMS AND FACILITIES WITHIN THE COUNTY OF BENTON, STATE OF WASHINGTON, UPON, OVER, UNDER, ALONG, AND ACROSS CERTAIN COUNTY ROADS AND PUBLIC HIGHWAYS, OR PARTS THEREOF, NOT WITHIN THE LIMITS OF ANY INCORPORATED CITY OR TOWN.	No._____ ORDER AND AGREEMENT FOR NONEXCLUSIVE FRANCHISE

FINDINGS

NOW, on this _____ day of _____ the petition and application of LEVEL 3 COMMUNICATIONS, LLC , for the authority and nonexclusive Franchise, for a term of ten (10) years, to install, locate, construct, maintain, operate, use, and, if necessary, remove FIBER OPTIC CABLE SYSTEMS AND FACILITIES under, upon, over, along and across Benton County roads, highways, streets, alleys, bridges, and rights-of-ways, or other County property, hereinafter called County roads or rights-of-ways, described in said application by reference to the sections, townships, and ranges in which said County roads or rights-of-ways are physically located within the County of Benton, State of Washington, and not within the

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

ORDER

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

There is hereby granted to LEVEL 3 COMMUNICATIONS, LLC hereafter called the Grantee, subject to all provisions, conditions, covenants and requirements of this order and agreement, the right, privilege and nonexclusive Franchise, to install, locate, construct, maintain, operate, use, and, if necessary, remove FIBER OPTIC CABLE SYSTEMS AND FACILITIES, and all necessary appurtenances thereto, hereinafter called the distribution system, under, upon, over, along, or across those portions of any and all County roads or rights-of-ways, which lie within those legal subdivisions within the County of Benton, State of Washington, set forth and described in "Exhibit A" attached hereto and by this reference made a part hereof, excluding, however, from such subdivisions any portion thereof which is within the corporate limits of any incorporated city or town, but including all portions of said subdivisions which are within any unincorporated town or community. Benton County Resolution No. 72-220, regarding Policy on Accommodation of Utilities on County Road Rights-of-Way, shall apply in all respects to this Franchise and the distribution system.

AGREEMENT

I. APPROVAL BY COUNTY ENGINEER

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

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

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

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

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

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

III. COUNTY ROADS TO BE RESTORED

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

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

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

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

IV. INTERFERENCE WITH EXISTING FACILITIES

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

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

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

VI. ALL COUNTY ROAD RIGHTS RESERVED

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

VII. COUNTY MAY CHANGE AND IMPROVE ROADS WITHOUT LIABILITY

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

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

VIII. REFERENCE MONUMENTS AND MARKERS

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

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

IX. VACATION OF COUNTY ROADS – ALTERNATE ROUTE

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

X. GRANTEE TO INDEMNIFY COUNTY – LIABILITY INSURANCE

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

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

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

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

XI. FRANCHISE NOT EXCLUSIVE

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

XII. PROVISIONS HEREOF BIND SUCCESSOR

All provisions, conditions, covenants, and requirements herein contained shall be binding upon any and all successors and assigns of the Grantee, and all privileges, as well as all obligations and liabilities of the Grantee, shall inure to its successors and assigns equally as if they were specifically mentioned herein wherever the Grantee is mentioned, provided, however, that neither this Franchise nor any rights, privileges, or obligations granted in this order and

agreement shall be assigned without the prior written approval of the County Engineer, unless such assignments is to a wholly-owned subsidiary of the Grantee or to a parent company owning more than 50% of the Grantee, and unless Benton County is provided with prior written notice of such assignment giving the name and address of the subsidiary or parent company assignee.

XIII. REVOCATION FOR NON-COMPLIANCE

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

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

a. Foreclose on all or any part of any security provided under this Franchise, if any, including, without limitation, any bonds or other surety; provided, however, the foreclosure shall only be in such a manner and in such amount as the Franchising Authority reasonably determines is necessary to remedy the default;

b. Commence an action at law for monetary damage or seek other equitable relief;

c. In the case of substantial default of a material provision of the Franchise, declare the Franchise Agreement to be revoked; or

d. Seek specific performance of any provision, which reasonably leads itself to such remedy, as an alternative to damages.

XIV. CONFORMITY WITH STATE AND COUNTY

Benton County expressly reserves the right at any time, upon ninety (90) days' prior written notice to the Grantee, to change, amend, modify, or amplify any of the provisions or

conditions herein enumerated to conform to any state statute, rule or regulation, or county ordinance, rule or regulation, relating to the regulation of highways or the public welfare, health, safety, as may hereafter be enacted, adopted or promulgated, and the County further expressly reserves the right to terminate this Franchise at any time, in accordance with the procedures stated in Section "XIII" above, in the event that the Grantee's distribution system is not operated or maintained in accordance with such statute, ordinance, rule, or regulation.

XV. FEDERAL REGULATION

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

XVI. ACTS OF GOD

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

XVII. SEVERABILITY

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

XVIII. COMPLAINT PROCEDURES

The Grantee agrees to maintain a toll-free number and service portal which subscribers may telephone and utilize during regular business hours without incurring added message or toll charges so that service shall be promptly available. The Grantee agrees to notify each

subscriber, at the time of initial subscription to the Grantee's service, of the procedures for reporting and resolving such complaints.

XIX. ACCEPTANCE BY GRANTEE

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

XX. TERM

This nonexclusive Franchise agreement shall be in full force and effect upon execution and shall expire October 4th 2032.

XXI. GRANTEE'S ADDRESS

Information for the Grantee is:

Level 3 Communications, LLC
Attn:NIS/ROW
1025 Eldorado Blvd
Broomfield, CO 80021

Phone: (720) 888-0000
E-mail: cma@lumen.com

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

FOR GRANTEE:

By: Danett Kennedy
Title: Senior Manager, NIS

Date 08/23/2022

APPROVED AS TO FORM:

Benton County Deputy Prosecuting Attorney

Date 9/16/22

FOR BENTON COUNTY, WASHINGTON.

Chairman

Chairman Pro-Tem

Member

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

ATTEST:

Clerk of the Board

Date

EXHIBIT A

All unincorporated areas of Benton County

BEFORE THE BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPLICATION OF
Level 3 Communications, LLC FOR A
(Please print name of company exactly as it will appear in franchise)
NONEXCLUSIVE FRANCHISE TO LOCATE, CONSTRUCT, MAINTAIN, OPERATE USE REPAIR, AND IF NECESSARY REPLACE A
Fiber Optic Cable System and Facilities WITHIN THE COUNTY OF
(Please print exact wording as it will appear in franchise)
BENTON, STATE OF WASHINGTON, UPON, OVER, UNDER, ALONG AND ACROSS CERTAIN COUNTY ROADS AND PUBLIC HIGHWAYS, OR PARTS THEREOF, NOT WITHIN THE LIMITS OF ANY INCORPORATED CITY OR TOWN.

(County use:)

No. _____
APPLICATION FOR FRANCHISE PURSUANT TO RCW 36.55.040.

TO THE HONORABLE BOARD OF COUNTY COMMISSIONERS,
BENTON COUNTY, WASHINGTON:

Level 3 Communications, LLC, duly authorized to transact business in the State of Washington (Grantee), hereby applies for the authority and a nonexclusive franchise, to be granted to said Grantee to locate, construction, maintain, operate, use, repair, and, if necessary, remove facilities upon, over, under, along and across any and all Benton County roads, highways, streets, alleys and bridges of which all or portions thereof are physically located in the Sections, Townships, and Ranges within the County of Benton, State of Washington, as set forth in the schedule marked "Exhibit A" attached hereto and by this reference made a part hereof, excluding, however, any portions thereof which are within the corporate limits of any incorporated city or town, but including all portions which are within any unincorporated town or community.

Grantee requests that the Board of County Commissioners fix a time and place for hearing this application, and cause the County Engineer of Benton County to give public notice of said hearing at the expense of said applicant, by posting notices of said hearings in three (3) public places in the county seat of said Benton County, at least fifteen days before the day fixed for said hearing, and also cause to be published a like notice, at the expense of said applicant, two (2) times in the official newspaper of the Benton County, the last publication of such notice to be not less than five (5) days before the day fixed for said hearing; which notice shall state the name of the applicant, shall describe the Benton County roads, highways, streets, alleys, bridges or portions thereof within said Benton County to be included in the franchise for which this application is made by reference to the Sections, Townships, and Ranges in which they are physically located, and shall show the time and place fixed for said hearing.

The Franchise Application fee in the amount of $500.00, in the form of check (cash or check), accompanies this application and is non-refundable. Upon approval, the franchise term will be for a period of ten (10) years.

Dated this 31st day of March, 2022.

Respectfully submitted by:

Shaun Giesler
Name of Authorized Agent PLEASE PRINT

Shaun Giesler
Signature of Authorized Agent

1025 Eldorado Blvd.
Address of Applicant

Broomfield CO 80021
City State Zip

shaun.giesler@lumen.com
E-mail address

813.202.7013
Phone Number of Applicant

FAX Number of Applicant

2nd Name of Authorized Agent PLEASE PRINT (if required)

2nd Signature of Authorized Agent (if required)

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 4, 2022
Subject:	Update to Public Works Organizational Chart
Presenter:	Matt Rasmussen
Prepared By:	Matt Rasmussen
Reviewed By:	Jerrod MacPherson

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

On September 16, 2022, the County Engineer resigned their position with Benton County. As is normal when a higher level position becomes vacant, administration takes an opportunity to evaluate if the current department structure is the most desirable.

The Public Works Department has historically struggled to find licensed engineers to fill positions that require the Professional Engineering license. The County Engineer is one such position. For the past 8 years, the County Engineer has served as the department head for the Public Works Department. That has been met with some success, however, it can be difficult to find licensed engineers who are also excellent department managers. On evaluation of the Public Works structure, administration feels it may be best to return to the staffing model where the Public Works Manager serves as the department head with the County Engineer reporting to them and filling in as the Department Head when required. This should make it easier to find a qualified County Engineer.

In order to make this change, the Operations Manager (Manager Salary Schedule Grade 9) position will be eliminated and replaced with the Public Works Manager (Manager Salary Schedule Grade 11). The incumbent Operations Manager has significant experience as a public works department head and will make an excellent Public Works Manager.

It is also desirable to change an existing, current vacant, Engineering Associate 1 position to an Engineering Technician 3. The grades for these positions are the same so there is no budgetary impact.

Fiscal Impact

Increase of approximately $500/month ($6,000/year) to the County Road Fund.

Recommendation

Staff recommends that the Board approve the Resolution adopting the updated organizational chart for the Public Works Department.

Suggested Motion

I move to approve a Resolution Updating the Benton County Public Works organizational chart.

RESOLUTION

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY WASHINGTON IN THE MATTER OF APPROVING THE UPDATED BENTON COUNTY PUBLIC WORKS DEPARTMENT ORGANIZATIONAL CHART

WHEREAS, pursuant to recent structural revisions to the Public Works Department, the creation of a new Public Works Manager position is deemed necessary; and,

WHEREAS, with the addition of the Public Works Manager, the current Operations Manager position can be eliminated; and,

WHEREAS, a revised Benton County Public Works Department organizational chart has been prepared reflecting these changes; **NOW THEREFORE,**

BE IT RESOLVED that the revised Public Works Department Organizational Chart, attached, be hereby approved; and,

BE IT FURTHER RESOLVED that the Board of Benton County Commissioners retains the right to modify or repeal this determination at their discretion and without prior notification; and,

BE IT FURTHER RESOLVED that this Resolution is not intended nor shall be interpreted as limiting or compromising the County's "at will" employer status; and,

BE IT FURTHER RESOLVED that, the Public Works Manager, Managers and Assistant Managers Salary Schedule Grade 11 is hereby created; and,

BE IT FURTHER RESOLVED that the Operations Manager, Managers and Assistant Managers Salary Schedule Grade 9 is hereby eliminated; and,

BE IT FURTHER RESOLVED that an additional Engineering Technician III (Non-Bargaining Grade 15) is hereby created; and,

BE IT FURTHER RESOLVED that the Associate Engineer 1 (Non-Bargaining Grade 15) is hereby eliminated; and,

BE IT FURTHER RESOLVED that the incumbent Operations Manager is promoted to the Public Works Manager position, in accordance with the Benton County Employee Policy for Non-bargaining positions, effective October 1, 2022

Dated this 4th day of October, 2022.

_____

Chairman of the Board

_____

Chairman Pro-Tem

_____

Member

Constituting the Board of County Commissioners
of Benton County, Washington

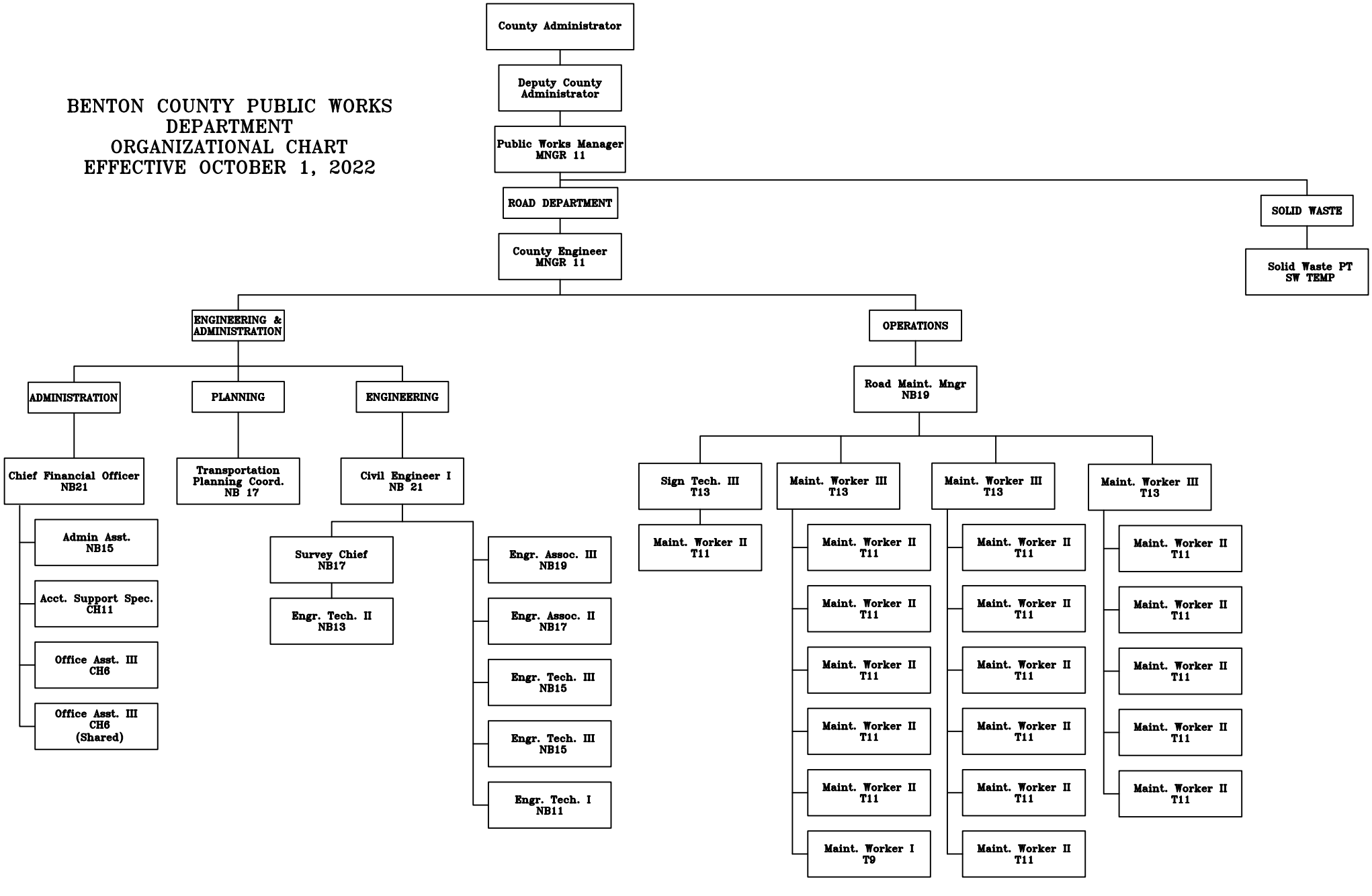
Attest: _____

Clerk of the Board

Original: Commissioners
Public Works

M. Rasmussen
M. Mahoney

BENTON COUNTY PUBLIC WORKS DEPARTMENT ORGANIZATIONAL CHART EFFECTIVE OCTOBER 1, 2022



COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 4, 2022
Subject:	Authorizing payment to Strata for material testing on project C.E. 2101 – Plymouth Road Pavement overlay
Presenter:	Matt Mahoney
Prepared By:	D. Hope
Reviewed By:	Purchasing Department

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 Public Works Department needs to test material used in their road projects in compliance with WSDOT standards. Strata is a material testing company qualified to perform material testing. The Public Works department negotiated an on-call county wide contract with Strata Resolution #2022-334 in an amount not to exceed $50,000.00 and expired on August 31, 2022.

Additional costs were incurred due to the breakdowns at the asphalt plant which resulted in delays and impacts to Strata's schedule causing additional time and overtime expense. The additional expenses exceeded the contract amount.

The work was performed prior to the Board approval by Resolution. The County Engineer is seeking authorization by the Board for payment to Strata in the amount of $40,963.50 excluding WSST.

Fiscal Impact

Amount: $40,963.50 excluding WSST

Fund: Road Fund (0101-101)

Recommendation

Approve the payment to Strata for material testing in the amount of $40,963.50 excluding WSST.

Suggested Motion

I hereby move to approve the payment of $40,963.50 to Strata of Richland Washington for material testing.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:
IN THE MATTER OF AUTHORIZING PAYMENT TO STRATA FOR MATERIAL TESTING PERFORMED ON C.E. 2101 – PLYMOUTH ROAD PAVEMENT OVERLAY PROJECT

WHEREAS, the Public Works Department needs to test material used on their road projects in compliance with WSDOT standards; and

WHEREAS, the Public Works Department negotiated an on-call County wide contract with Strata Resolution #2022-334 in an amount not to exceed $50,000.00 and expiring on August 31, 2022; and

WHEREAS, additional costs were incurred due to the breakdown of the asphalt plant which resulted in delays and impacts to Strata's schedule causing additional time and overtime expenses; and

WHEREAS, the additional expenses exceeded the contract amount of $50,000.00; and

WHEREAS, the material testing was performed prior to the Board of Benton County Commissioners approving an increase in the contract amount by Resolution; and

WHEREAS, the work has been performed and the County Engineer is seeking authorization by the Board of Commissioners for payment to Strata, Richland, WA in the amount of $40,963.50 excluding WSST; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners hereby authorizes payment to Strata, of Richland, WA in the amount of $40,963.50 excluding WSST.

Dated this 4th day of October 2022.

_____
Chairman

_____
Chairman Pro-Tem

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

Attest:_____
Clerk of the Board

Orig.: Purchasing Dept. D. Hope
cc: Auditor, PA, Strata

STRATA

Benton County Public Works
102206 East Wiser Parkway
Kennewick, WA 99338
Jeff Liner

Invoice Number: TC22053-IN
Date: 08/15/2022
Project Manager: Kody Cornett

Project: **TC22024A BENTON COUNTY ASPHALT LABORATORY TESTING**

	Units	Rate	Billed Amount
07/13/2022			
Project Manager	1.00	100.00	100.00
07/15/2022			
Project Manager	3.00	100.00	300.00
Lodging	2.00	160.00	320.00
07/17/2022			
Project Manager	7.50	100.00	750.00
Lodging	3.00	160.00	480.00
Per Diem	2.75	59.00	162.25
Mileage	353.00	0.70	247.10
07/18/2022			
Field Professional	5.50	60.00	330.00
Project Manager	5.00	100.00	500.00
Lab Professional	15.50	55.00	852.50
Lab Professional - Overtime	6.50	82.50	536.25
Project Administrator	1.00	50.00	50.00
Vehicle Charge	2.00	25.00	50.00
Extraction Gradation w/Moisture - Ignition Oven	2.00	210.00	420.00
Rice Max Theoretical Test	2.00	90.00	180.00
Asphalt Volumetric Properties - Gyratory	2.00	325.00	650.00
Lodging	3.00	160.00	480.00
Per Diem	3.00	59.00	177.00
07/19/2022			
Field Professional	6.75	60.00	405.00
Project Manager	4.00	100.00	400.00
Lab Professional	14.25	55.00	783.75
Lab Professional - Overtime	6.00	82.50	495.00
Project Administrator	0.25	50.00	12.50
Vehicle Charge	2.00	25.00	50.00

	Units	Rate	Billed Amount
Extraction Gradation w/Moisture - Ignition Oven	2.00	210.00	420.00
Rice Max Theoretical Test	2.00	90.00	180.00
Asphalt Volumetric Properties - Gyratory	2.00	325.00	650.00
Lodging	3.00	160.00	480.00
Per Diem	3.00	59.00	177.00
07/20/2022			
Field Professional	6.00	60.00	360.00
Project Manager	4.00	100.00	400.00
Lab Professional	12.50	55.00	687.50
Lab Professional - Overtime	6.00	82.50	495.00
Project Administrator	0.25	50.00	12.50
Vehicle Charge	2.00	25.00	50.00
Extraction Gradation w/Moisture - Ignition Oven	2.00	210.00	420.00
Rice Max Theoretical Test	2.00	90.00	180.00
Asphalt Volumetric Properties - Gyratory	2.00	325.00	650.00
Lodging	3.00	160.00	480.00
Per Diem	3.00	59.00	177.00
07/21/2022			
Field Professional	3.00	60.00	180.00
Project Manager	7.00	100.00	700.00
Lab Professional	17.50	55.00	962.50
Lab Professional - Overtime	4.00	82.50	330.00
Project Administrator	0.25	50.00	12.50
Vehicle Charge	1.00	25.00	25.00
Extraction Gradation w/Moisture - Ignition Oven	1.00	210.00	210.00
Rice Max Theoretical Test	1.00	90.00	90.00
Asphalt Volumetric Properties - Gyratory	1.00	325.00	325.00
Lodging	2.00	160.00	320.00
Per Diem	3.00	59.00	177.00
Mileage	353.00	0.70	247.10
07/22/2022			
Lab Professional	2.50	55.00	137.50
Project Administrator	0.25	50.00	12.50
Lodging	2.00	160.00	320.00
Per Diem	1.00	59.00	59.00
07/24/2022			
Lodging	2.00	160.00	320.00
Per Diem	1.50	59.00	88.50
Mileage	135.00	0.70	94.50
07/25/2022			
Project Manager	2.50	100.00	250.00
Lab Professional	4.00	55.00	220.00
Project Administrator	0.75	50.00	37.50
Lodging	2.00	160.00	320.00

	Units	Rate	Billed Amount
Per Diem	2.00	59.00	118.00
07/26/2022			
Field Professional	5.50	60.00	330.00
Project Manager	1.00	100.00	100.00
Lab Professional	15.50	55.00	852.50
Project Administrator	0.50	50.00	25.00
Vehicle Charge	2.00	25.00	50.00
Extraction Gradation w/Moisture - Ignition Oven	2.00	210.00	420.00
Rice Max Theoretical Test	2.00	90.00	180.00
Asphalt Volumetric Properties - Gyratory	2.00	325.00	650.00
Lodging	2.00	160.00	320.00
Per Diem	2.00	59.00	118.00
07/27/2022			
Field Professional	6.00	60.00	360.00
Project Manager	1.00	100.00	100.00
Lab Professional	16.50	55.00	907.50
Project Administrator	0.25	50.00	12.50
Vehicle Charge	2.00	25.00	50.00
Extraction Gradation w/Moisture - Ignition Oven	2.00	210.00	420.00
Rice Max Theoretical Test	2.00	90.00	180.00
Asphalt Volumetric Properties - Gyratory	2.00	325.00	650.00
Lodging	2.00	160.00	320.00
Per Diem	2.00	59.00	118.00
07/28/2022			
Field Professional	6.25	60.00	375.00
Project Manager	1.00	100.00	100.00
Lab Professional	15.00	55.00	825.00
Project Administrator	0.50	50.00	25.00
Vehicle Charge	2.00	25.00	50.00
Extraction Gradation w/Moisture - Ignition Oven	2.00	210.00	420.00
Rice Max Theoretical Test	2.00	90.00	180.00
Asphalt Volumetric Properties - Gyratory	2.00	325.00	650.00
Lodging	2.00	160.00	320.00
Per Diem	2.00	59.00	118.00
07/29/2022			
Field Professional	3.25	60.00	195.00
Project Manager	3.50	100.00	350.00
Lab Professional	3.00	55.00	165.00
Project Administrator	0.25	50.00	12.50
Vehicle Charge	1.00	25.00	25.00
Lodging	1.00	160.00	160.00
Per Diem	2.00	59.00	118.00
Mileage	135.00	0.70	94.50
08/01/2022			

	Units	Rate	Billed Amount
Project Manager	4.50	100.00	450.00
Project Administrator	0.25	50.00	12.50
Lodging	2.00	160.00	320.00
Per Diem	2.00	59.00	118.00
08/02/2022			
Project Manager	1.00	100.00	100.00
Lab Professional	3.00	55.00	165.00
Project Administrator	1.00	50.00	50.00
Lodging	2.00	160.00	320.00
Per Diem	2.00	59.00	118.00
08/03/2022			
Field Professional	5.50	60.00	330.00
Project Manager	1.50	100.00	150.00
Lab Professional	12.50	55.00	687.50
Vehicle Charge	2.00	25.00	50.00
Extraction Gradation w/Moisture - Ignition Oven 38722, 38708	2.00	210.00	420.00
Rice Max Theoretical Test 38722, 38708	2.00	90.00	180.00
Asphalt Volumetric Properties - Gyratory 38722, 38708	2.00	325.00	650.00
Lodging	2.00	160.00	320.00
Per Diem	2.00	59.00	118.00
08/04/2022			
Field Professional	8.00	60.00	480.00
Project Manager	1.00	100.00	100.00
Lab Professional	4.75	55.00	261.25
Vehicle Charge	1.00	25.00	25.00
Lodging	2.00	160.00	320.00
Per Diem	2.00	59.00	118.00
08/05/2022			
Field Professional	7.00	60.00	420.00
Lab Professional	17.50	55.00	962.50
Vehicle Charge	2.00	25.00	50.00
Extraction Gradation w/Moisture - Ignition Oven 38810, 38800	2.00	210.00	420.00
Rice Max Theoretical Test 38810, 38800	2.00	90.00	180.00
Asphalt Volumetric Properties - Gyratory 38810, 38800	2.00	325.00	650.00
Lodging	1.00	160.00	160.00
Per Diem	1.00	59.00	59.00
Mileage	284.00	0.70	198.80
08/06/2022			

	Units	Rate	Billed Amount
Lodging	1.00	160.00	160.00
08/08/2022			
Field Professional	6.00	60.00	360.00
Project Administrator	0.25	50.00	12.50
Vehicle Charge	1.00	25.00	25.00
Extraction Gradation w/Moisture - Ignition Oven 38827	1.00	210.00	210.00
Rice Max Theoretical Test 38827	1.00	90.00	90.00
Asphalt Volumetric Properties - Gyratory 38827	1.00	325.00	325.00
Mileage	270.00	0.70	189.00
08/09/2022			
Project Administrator	0.25	50.00	12.50
08/10/2022			
Project Manager	1.00	100.00	100.00
08/11/2022			
Project Administrator	0.25	50.00	12.50
08/12/2022			
Project Administrator	0.25	50.00	12.50
08/15/2022			
Project Manager	0.25	100.00	25.00
Project Administrator	0.25	50.00	12.50

Project # RD02101CRP

Invoice Total **40,963.50**

Res # 2022-334

JL

Please Remit to: 8653 W. Hackamore Drive, Boise, ID 83709 * Telephone: 208-376-8200 Fax: 208-376-8201

RD 542.312.54100
SB

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 4, 2022
Subject:	Authorizing payment to Ergon Asphalt & Emulsions, Inc. for the purchase of High Float Oil for use by the road department
Presenter:	Matt Mahoney
Prepared By:	D. Hope
Reviewed By:	Purchasing Department

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 Benton County Procurement, Leasing and Contracting Policy, county departments are required to obtain quotes for purchases between $10,000 and $50,000.00 from at least three (3) vendors on the MRSC vendor list unless the product is such that it is not reasonable to obtain 3 quotes, and such purchase is to be approved by the Board of Benton County Commissioners by Resolution

The Public Works Department uses high float oil (HFE-150) to maintain County roads. An estimated 10 tons of product would be needed for a total amount of $7,450.00 excluding WSST.

During the maintenance of the County roads, it was determined that additional high float oil would be needed than the originally estimated 10 tons and additional material was ordered to finish the work. The additional material was purchased prior to the Board of Benton County Commissioners approving the purchase by Resolution.

The additional materials were purchased in order to complete the maintenance of County roads prior to the Board approving the purchase by Resolution. The County Engineer is seeking authorization by the Board for payment to Ergon Asphalt & Emulsions, Inc. in the amount of $11,099.17 including WSST.

Fiscal Impact

Amount: $11,099.17 including WSST

Fund: Road Fund (0101-101)

Recommendation

Approve the payment to Ergon Asphalt & Emulsions, Inc. for high float oil to be used by the Benton County Public Works Department in the amount of $11,099.17 including WSST.

Suggested Motion

I hereby move to approve the payment of $11,099.17 to Ergon Asphalt & Emulsions, Inc. of Jackson, Mississippi for high float oil to be used by the Public Works department in the maintenance of County roads.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING PAYMENT TO ERGON ASPHALT & EMULSIONS, INC. FOR THE PURCHASE OF HIGH FLOAT OIL FOR USE BY THE BENTON COUNTY PUBLIC WORKS DEPARTMENT

WHEREAS, per the Benton County Procurement, Leasing and Contracting Policy, county departments are required to obtain quotes for purchases between $10,000 and $50,000.00 from at least three (3) vendors on the MRSC vendor list unless the product is such that it is not reasonable to obtain 3 quotes, and such purchase is to be approved by the Board of Benton County Commissioners by Resolution; and

WHEREAS, the Public Works Department uses high float oil (HFE-150) to maintain County roads and solicited bids from three companies; and

WHEREAS, an estimated 10 tons of product would be needed for a total amount of $7,450.00 excluding WSST; and

WHEREAS, during the maintenance of the County Roads it was determined that additional high float oil was needed than the originally estimated 10 tons and therefore more material was ordered to finish the work; and

WHEREAS, the additional material was purchased prior to the Board of Benton County Commissioners approving the purchase by Resolution; and

WHEREAS, the County Engineer is seeking authorization by the Board of Commissioners for payment to Ergon Asphalt & Emulsions, Inc., Jackson, MS in the amount of $11,099.17 including WSST; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners hereby authorizes payment to Ergon Asphalt & Emulsions, Inc., Jackson, MS in the amount of $11,099.17 including WSST for the purchase of high float oil for use by the Benton County Public Works Department.

Dated this 4th day of October 2022.

_____
Chairman

_____
Chairman Pro-Tem

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

Attest:_____
Clerk of the Board

Orig.: Purchasing Dept. D. Hope
cc: Auditor, PA

ERGON
UNITED BY SERVICE. DRIVEN BY SOLUTIONS.

ERGON ASPHALT AND EMULSIONS, INC.
P.O. BOX 1639
JACKSON MS 39215-1639
601-933-3000

INVOICE

Sold To: **930514**
Benton County
P.O. BOX 1001
Prosser WA 99350

Shipped From: Z359 - PASCO, WA
Ship Date: Aug 22, 2022
Reference #: E55K

Invoice Number: 9402772462
Invoice Date: Aug 22, 2022

Remit To:
ERGON ASPHALT AND EMULSIONS, INC.
DEPT #2135
P.O. BOX 11407
BIRMINGHAM AL 35246-2135

Shipping Terms: FOB - Origin
Carrier: CUSTOMER PICK UP
Mode of Tranp.: Truck

Due Date: Sep 21, 2022

Bill To: **930514**
Benton County
P.O. BOX 1001
Prosser WA 99350

Ship To: **2057929**
BENTON COUNTY
FRANKLIN COUNTY WA

Vendor 315435
Chip Seal -Conventional
(a spray appied application of asphalt emulsion or binder)

BOL No.	Time	Description	Net Qty	UoM	Price	Amount - USD
3672	06:52	HFE-150	6.840	TON	750.0000	5,130.00
		WA Sales Tax			6.500%	333.45
		FRANKLIN COUNTY WA			1.600%	82.08

Vehicle: 583

Project Description: 2022 Maintenance

Total 5,545.53

Payment Terms: Net 30 days

No Statement Will Be Furnished.

Any payment that is not received by the due date shall accrue interest at the lesser of (a) 18% per annum or (b) the maximum lawful rate, from the due date until the full invoiced amount and accrued interest is fully paid. All costs and expenses of collection for past due amounts, including but not limited to attorney fees and court costs, shall be at the expense of the invoiced party.

PLEASE REPLY TO invoice@ergon.com IF YOU HAVE A QUESTION PERTAINING TO THIS INVOICE.

ERGON
UNITED BY SERVICE. DRIVEN BY SOLUTIONS.

ERGON ASPHALT AND EMULSIONS, INC.
P.O. BOX 1639
JACKSON MS 39215-1639
601-933-3000

INVOICE

Sold To: **930514**
Benton County
P.O. BOX 1001
Prosser WA 99350

Shipped From: Z359 - PASCO, WA
Ship Date: Aug 22, 2022
Reference #: E55K

Invoice Number: 9402772463
Invoice Date: Aug 22, 2022

Remit To:
ERGON ASPHALT AND EMULSIONS, INC.
DEPT #2135
P.O. BOX 11407
BIRMINGHAM AL 35246-2135

Shipping Terms: FOB - Origin
Carrier: CUSTOMER PICK UP
Mode of Tranp.: Truck

Due Date: Sep 21, 2022

Bill To: **930514**
Benton County
P.O. BOX 1001
Prosser WA 99350

Ship To: **2057929**
BENTON COUNTY
FRANKLIN COUNTY WA

Vendor 315435
Chip Seal -Conventional
(a spray appied application of asphalt emulsion or binder)

BOL No.	Time	Description	Net Qty	UoM	Price	Amount - USD
3678	09:56	HFE-150	2.020	TON	750.0000	1,515.00
		WA Sales Tax			6.500%	98.48
		FRANKLIN COUNTY WA			1.600%	24.24

Vehicle: 583

Project Description: 2022 Maintenance

Total 1,637.72

Payment Terms: Net 30 days

No Statement Will Be Furnished.

Any payment that is not received by the due date shall accrue interest at the lesser of (a) 18% per annum or (b) the maximum lawful rate, from the due date until the full invoiced amount and accrued interest is fully paid. All costs and expenses of collection for past due amounts, including but not limited to attorney fees and court costs, shall be at the expense of the invoiced party.

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ERGON
UNITED BY SERVICE. DRIVEN BY SOLUTIONS.

ERGON ASPHALT AND EMULSIONS, INC.
P.O. BOX 1639
JACKSON MS 39215-1639
601-933-3000

CREDIT INVOICE

Sold To: 930514
Benton County
P.O. BOX 1001
Prosser WA 99350

Bill To: 930514
Benton County
P.O. BOX 1001
Prosser WA 99350

Shipped From: Z359 - PASCO, WA
Ship Date: Aug 22, 2022
Reference #: E55K

Shipping Terms: FOB - Origin
Carrier: CUSTOMER PICK UP
Mode of Tranp.: Truck

Ship To: 2057929
BENTON COUNTY
FRANKLIN COUNTY WA

Invoice Number: 9402777974
Invoice Date: Aug 22, 2022
Return BOL #: 3686

Remit To:
ERGON ASPHALT AND EMULSIONS, INC.
DEPT #2135
P.O. BOX 11407
BIRMINGHAM AL 35246-2135

Due Date: Sep 21, 2022

BOL No.	Time	Description	Net Qty	UoM	Price	Amount - USD
3678	13:23	HFE-150	2.590-	TON	750.0000	1,942.50-
		WA Sales Tax			6.500%	126.26-
		FRANKLIN COUNTY WA			1.600%	31.08-

Vehicle: 583

Project Description: 2022 Maintenance

Total -2,099.84

Payment Terms: Net 30 days

No Statement Will Be Furnished.

Any payment that is not received by the due date shall accrue interest at the lesser of (a) 18% per annum or (b) the maximum lawful rate, from the due date until the full invoiced amount and accrued interest is fully paid. All costs and expenses of collection for past due amounts, including but not limited to attorney fees and court costs, shall be at the expense of the invoiced party.

PLEASE REPLY TO invoice@ergon.com IF YOU HAVE A QUESTION PERTAINING TO THIS INVOICE.

Activity # 2312

CREDIT

8/31/22

ERGON
UNITED BY SERVICE. DRIVEN BY SOLUTIONS.

ERGON ASPHALT AND EMULSIONS, INC.
P.O. BOX 1639
JACKSON MS 39215-1639
601-933-3000

INVOICE

Sold To: 930514
Benton County
P.O. BOX 1001
Prosser WA 99350

Shipped From: Z359 - PASCO, WA
Ship Date: Aug 29, 2022
Reference #: E55K

Invoice Number: 9402776814
Invoice Date: Aug 29, 2022

Remit To:
ERGON ASPHALT AND EMULSIONS, INC.
DEPT #2135
P.O. BOX 11407
BIRMINGHAM AL 35246-2135

Shipping Terms: FOB - Origin
Carrier: CUSTOMER PICK UP
Mode of Tranp.: Truck

Due Date: Sep 28, 2022

Bill To: 930514
Benton County
P.O. BOX 1001
Prosser WA 99350

Ship To: 2057929
BENTON COUNTY
FRANKLIN COUNTY WA

BOL No.	Time	Description	Net Qty	UoM	Price	Amount - USD
3752	10:44	CRS-2P	1.150	TON	750.0000	862.50
		WA Sales Tax			6.500%	56.06
		FRANKLIN COUNTY WA			1.600%	13.80

Vehicle: 1575

Project Description: 2022 Maintenance

Total 932.36

Payment Terms: Net 30 days

No Statement Will Be Furnished.

Any payment that is not received by the due date shall accrue interest at the lesser of (a) 18% per annum or (b) the maximum lawful rate, from the due date until the full invoiced amount and accrued interest is fully paid. All costs and expenses of collection for past due amounts, including but not limited to attorney fees and court costs, shall be at the expense of the invoiced party.

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Activity # 2312



ERGON
UNITED BY SERVICE. DRIVEN BY SOLUTIONS.

ERGON ASPHALT AND EMULSIONS, INC.
P.O. BOX 1639
JACKSON MS 39215-1639
601-933-3000

INVOICE

Sold To: 930514
Benton County
P.O. BOX 1001
Prosser WA 99350

Shipped From: Z359 - PASCO, WA
Ship Date: Aug 29, 2022
Reference #: E55K

Invoice Number: 9402777973
Invoice Date: Aug 29, 2022

Remit To:
ERGON ASPHALT AND EMULSIONS, INC.
DEPT #2135
P.O. BOX 11407
BIRMINGHAM AL 35246-2135

Shipping Terms: FOB - Origin
Carrier: CUSTOMER PICK UP
Mode of Tranp.: Truck

Due Date: Sep 28, 2022

Bill To: 930514
Benton County
P.O. BOX 1001
Prosser WA 99350

Ship To: 2057929
BENTON COUNTY
FRANKLIN COUNTY WA

BOL No.	Time	Description	Net Qty	UoM	Price	Amount - USD
3745	05:58	CRS-2P	6.270	TON	750.0000	4,702.50
		WA Sales Tax			6.500%	305.66
		FRANKLIN COUNTY WA			1.600%	75.24

Vehicle: 1575

Project Description: 2022 Maintenance

Total 5,083.40

Payment Terms: Net 30 days

No Statement Will Be Furnished.

Any payment that is not received by the due date shall accrue interest at the lesser of (a) 18% per annum or (b) the maximum lawful rate, from the due date until the full invoiced amount and accrued interest is fully paid. All costs and expenses of collection for past due amounts, including but not limited to attorney fees and court costs, shall be at the expense of the invoiced party.

PLEASE REPLY TO invoice@ergon.com IF YOU HAVE A QUESTION PERTAINING TO THIS INVOICE.

Activity # 2312

8/31/22

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 4, 2022
Subject:	Benton County Juvenile Justice Center Feasibility/Space Needs Report
Presenter:	Robert Blain & Erica Loynd w/DLR Group
Prepared By:	Lisa Small
Reviewed By:	Robert Blain; Purchasing Department

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 2022-297 the Board of Benton County Commissioners approved the Professional Services Contract between Benton County and DLR Group for the Benton-Franklin Counties Juvenile Justice Center feasibility/space needs assessment.

Attached is the final report that was prepared by DLR Group that identifies the most effective solution for the facility's future remaining at the current location.

Fiscal Impact

Options are outlined in the report and will be further discussed during the Board meeting.

Recommendation

Suggested Motion











Benton County Juvenile Justice Center Renovation

Benton County
Project Number 73-22147-00

PRE-DESIGN REPORT | SEPTEMBER 13, 2022

DLRGROUP



Table of Contents

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Estimate of Probable Cost **54**

Appendices

- Full cost estimate
- Estimate narrative
- Sazan Report on existing conditions

EXECUTIVE SUMMARY

DLR Group was hired by Benton County to provide a feasibility and space needs assessment for the Benton Franklin County Juvenile Justice Center (BFJJC). The process was initiated with the objective of moving the BFJJC to the existing Benton County Justice Center approximately a mile away to consolidate services and relinquish the property of the BFJJC. The due to the existing building's known deferred maintenance and deficiencies it was thought that the building was not a viable solution for the long term needs of the BFJJC.

DLR Group started the process with a visioning workshop that identified the goals of the facility and how to best function in the future. These goals identified needs for an efficient, cost conscious facility that served the youth and provided programming that could support their development. The goal setting process is described in more detail later in this report.

The space needs assessment team interviewed each functional work group about the operations and space requirements if they were to relocate to the Justice Center knowing that the space would require reconfiguration of the departments. The total area of space needs far exceeded the allowable area that is vacated at the Justice Center and considerable reductions in the space needs could not reach the target area. The County deliberated on the benefits of the existing BFJJC and determined that the efficiencies of the operations would be best managed if they remained at the facility and repaired the deferred maintenance.

The following report details the most effective solution for the facility's future. The goal of this report is to provide a thorough and detailed cost estimate to assist the County is determining an allowable budget. It is anticipated that the design-build team will have the opportunity to refine and prioritize the options. The design will be developed through a progressive design-build collaborative approach to ensure the building replaces and repairs the systems that are not functioning properly, meet code requirements and ADA accessibility, and provide for the programs and operations important to the treatment of youth.

The space needs analysis is described with example floor diagrams of how the building may accommodate the needs of the facility. The detailed cost estimate was prepared based on a description of scope that may be provided to meet the needs. This description is provided in the estimate for background on how the estimate was configured but does not represent design decisions confirmed with the County.

DLR Group engineers and architects toured the building multiple times to document the known conditions and provide the narrative descriptions for the estimator. The cost estimator also visited the site to see the conditions first hand and include practical analysis in the estimate break down.



GOALS & VISIONING

DLR Group started the project with a visioning process that identified the goals of the facility and how it might best function in the future. These goals identified needs for an efficient, cost conscious facility that served youth and provided programming that could support their development.

The department representatives developed a large display of objectives and goals for their facility on large post it notes (as can be seen on the next page). These items ranged from specific to broad arching goals for the departments. There were common themes found throughout and discussed related to the need for a building that functions consistently and includes amenities that staff and volunteers rely on to provide treatment and programs that help the youth through the process. Each meeting attendee either received blue or green dots depending on the department they represented (Courts or Treatment & Programs) so in the future we could evaluate if an item was of significant importance to either group or both groups. They were also provided yellow or dots to identify items on the list that were really not a priority to them. It was noted that by adding a sticker to an item did not mean that it should be removed, it was just not a significant priority. Finally, they were given one single gold dot that would be their most important item out of them all.

DLR Group reviewed comments and prioritizations to categorized the items into seven general categories. It was generally noted that the following items were the most significant:

- Two functional courtrooms
- Courts space for attorney meetings
- Enhanced security with cameras
- Spaces for youth to learn and use modern technology
- Enhanced functionality for the staff to operate bi-county seamlessly

These goals will be referenced and used throughout entire project to ensure the design-build teams are aware of the overall objectives of the departments.

COURT OPERATIONS

Two Functional Courtrooms
Attorney Use Rooms
Appropriate spacing in courtrooms for functions
Work space for co-locating key tax players courts
Secure entry to courtroom for in custody youth
Kids play area
Guardian Ad Litem Storage
UA Room
Attorney Rooms with space for larger groups
Modern Court A/V
More attorney tables in well
Family meeting rooms
Get Judge out of corner bench
Appropriate spacing in courtrooms for functions

STAFF SPACES

Training room for >50 people
Adjacencies for work spaces & offices
Quiet room for decompression
Keep departments together
Staff space
Bullpen
Outdoor area for staff

TREATMENT & PROGRAMS, DETENTION

School programs close by
Library
Greenhouse
Various sports activity spaces
Tackable surfaces in classrooms
Sinks in classrooms
Youth group rooms & classrooms
Outdoor space for education
Classifications
Day reporting students shouldn't cross paths with detention youth
Shop for youth to learn technology skills
Negative pressure room & direct observation rooms
Current classroom technology
School Staff work area, computer room, break



TECHNOLOGY

Technology
Communication systems that work
More outlets

OVERALL BFJJC

How to make the Bi-County Framework work seamlessly
Space
Parking
Accessibilty for all
Outdoor amenities at entrance for public to arrive and wait
Access to public transportation

BUILDING INFRASTRUCTURE

Operable Windows
Floor Drains in Living areas
Water fountains & bottle fillers
Updated and current mechanical systems
Family restrooms / transgender restrooms
Lighting
Storage

SECURITY

Security
Cameras
Access controls
Safe feeling

LEGEND

Biggest Priority
High priority for Treatment & Programs
High priority for Courts
Less priority for Treatment & Programs
Less priority for Courts







EXISTING CONDITIONS



EXISTING HOUSING



Sleeping room.



Outdoor recreation at the housing unit.



Dayroom.(above) and dayroom skylight (below)





Elevated open control podium at housing.

EXISTING MEDICAL



Exam room.



Exam room work station.



Nurse's station with window into staff office.

EXISTING INTAKE



Intake processing desk with access door to the central control room.



Intake hallway to holding areas.



Caption

EXISTING COURTROOM/ CHAMBERS



Law library and conference room.



Caption



Chambers conference room.

EXISTING GYM & PROGRAMS



Program room at original housing.

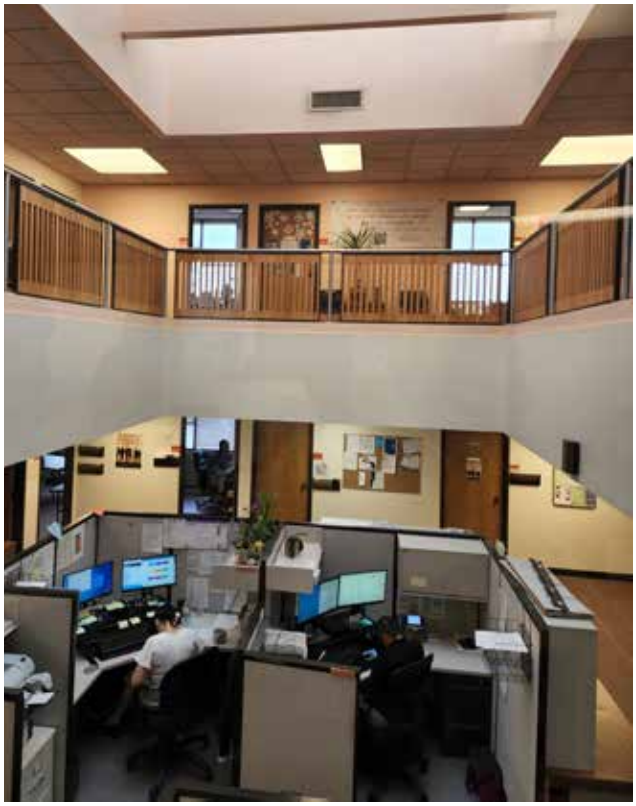


Games room at original housing.



Gymnasium

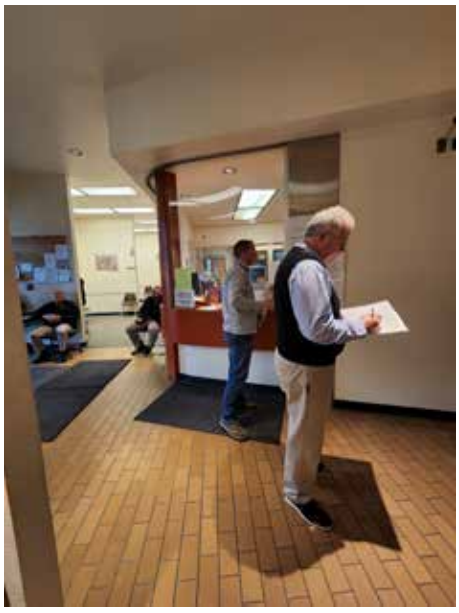
EXISTING ADMINISTRATION



Main administration in original building.



Administration file area.



Main building reception.

SPACE NEEDS SUMMARY


Make your voice count for abused
& neglected children who cannot
speak for themselves

BUILDING SUMMARY

Best Practices/32 Beds

Area	DSF	Grossing	Total GSF
Administration	10,799	1,620	12,419
Community Supervision	1,836	275	2,111
Intervention	3,324	499	3,823
Superior Court	7,928	1,189	9,118
Intake and Transfer	3,175	476	3,651
Housing	13,586	2,038	15,624
Medical & Behavioral Health	1,145	172	1,317
Food Service	3,181	477	3,658
Laundry	233	35	268
Education	5,379	807	6,186
Detention Programs	9,288	1,393	10,681
Work Crew & Facilities	2,790	419	3,209
Total Gross Square Feet			**72,064**

Abbreviations:

NSF = net area square footage (SF) (actual room size)

DSF = departmental SF, includes circulation, chases, etc.

GSF = gross SF includes exterior walls and circulation

QTY = quantity of this type of space

STAFF = # staff assigned to the space

Best Practices/32 Beds - Provides a robust compliment of spaces that align with national best practices to serve 32 youth.

Following the decision to remain at the existing BFJJC facility, the space needs assessment was revisited to identify areas that were to remain as existing. The original space needs identified every room that would be required if they were to be built from ground up. In this configuration, the space needs were adjusted to show the actual square footage provided in existing spaces that approximated the areas needed.

On the following pages, areas that are highlighted in orange are spaces that have been reused in their same location and configuration. The areas indicated are reflective of the actual square footage from the digital drawings provided by the County and taken from the new digital floor plan created in BIM (building information modeling).

Some of the departments identify areas that, if the building was to be rebuilt from the ground up, they would take the opportunity to reconfigure or expand the department to meet their operational needs. By staying at the BFJJC, the way the departments have operated work sufficiently. Therefore, the space needs was adjusted to indicate the actual area of the room. If the room is not currently existing and is determined does not need to be added, the quantity of the room became zero (0).

The total building gross square footage need is 72,064 GSF.

The existing BFJJC and the Annex,included in this project, total approximately 75,000 GSF. Therefore, the existing building should be effective for the needs of the facility with some modifications.

ADMINISTRATION

Administration will remain in the existing administration wing on the east side of the building. These areas are currently used as private offices, some small conference rooms or training rooms that are used for intervention, reception, legal processing and financial services.

Intervention and Community Support are moving out of the east wing to the Annex to allow more direct access to youth and families. Therefore the east wing can be used for more training rooms and small conference rooms to support the overall administration area.

The second level of the split-level will accommodate the Clerks' office suites to provide a secured area for their operations. The wall that separates the Clerks from the rest of the mezzanine needs to be full height with an access controlled door. This wall will align with the soffit of the skylight above.

The administrative wing is not ADA accessible due to the split-level configuration with only a stair access. The design includes a lift system with a three-level stop in the existing atrium to provide access to each level and the main hallway to the front of the building.

The reception area is typically in the same configuration but the existing construction at the front window is removed to allow more flexibility and collaboration behind the window positions.

The existing break room at the front reception is expanded to provide more services to all the staff in the non-detention side of the building as well as access to the staff courtyard and secured parking entrance.

The Legal Processing Unit (LPU) is located where there are currently private offices. The walls within these areas are removed because the LPU team needs to work more collaboratively with each other in an open office arrangement. This space is also located directly off the courtroom staff circulation.

Separated toilet rooms for both staff and public are provided in this area and will remain configured as is.

BCJJC

- Administration
- Circulation - Public
- Circulation - Restricted
- Circulation - Secure
- Clerk
- ComSup
- Court
- Education
- Housing
- Intake
- Intervention
- Kitchen
- Laundry
- Medical
- Programs
- Work Crew & Facilities

Highlight = Existing room to remain in location

Best Practices/32 beds

Space	# Staff	QTY	SF	NSF	Notes
Public Lobby	**4**				
Weather Vestibule - South	1	1	115	115	Check-in Kiosk, 12 securable lockers, 4 oversized for skateboards.
Weather Vestibule - East	1	1	84	84	
Security Queuing Area		1	208	208	
Security Screening	2	1	incl.		Metal Detector and package xray
Security Staff Hub		1	143	143	storage and touch down area
Public Waiting		1	302	302	waiting for 50, Vending, Kids area, visible from Reception
Public Restrooms		2	140	280	
Family/Non-Gendered Restroom		1	0	-	
Visiting		1	768	768	visiting for 20. Includes visitor waiting, private visiting, and restroom.
		Subtotal		1,900	
		Departmental Circulation	25%	475	
		Total Departmental SF		**2,375**	

Best Practices/32 beds

Space	# Staff	QTY	SF	NSF	Notes
Administration	**2**				
Administrator	1	1	177	177	Office
Senior Administrative Secretary	1	1	112	112	Shared in storage
Storage		1	100	100	Shared in Secretary office
Administration Waiting Area		1	0	-	
		Subtotal		389	
		Departmental Circulation	30%	117	
		Total Departmental SF		**506**	

Finance	**3**				
Supervisor/Manager Office	1	1	137	137	Office
Accounting Assistant	2	1	226	226	Workstation in a room
Records Storage		1	148	148	in the safe
Payment Window		1	75	75	Secure at lobby
Equipment Storage		1	164	164	with safe, incl in the safe
		Subtotal		750	
		Departmental Circulation	30%	225	
		Total Departmental SF		**975**	

ADMINISTRATION (CONTINUED)

Best Practices/32 beds

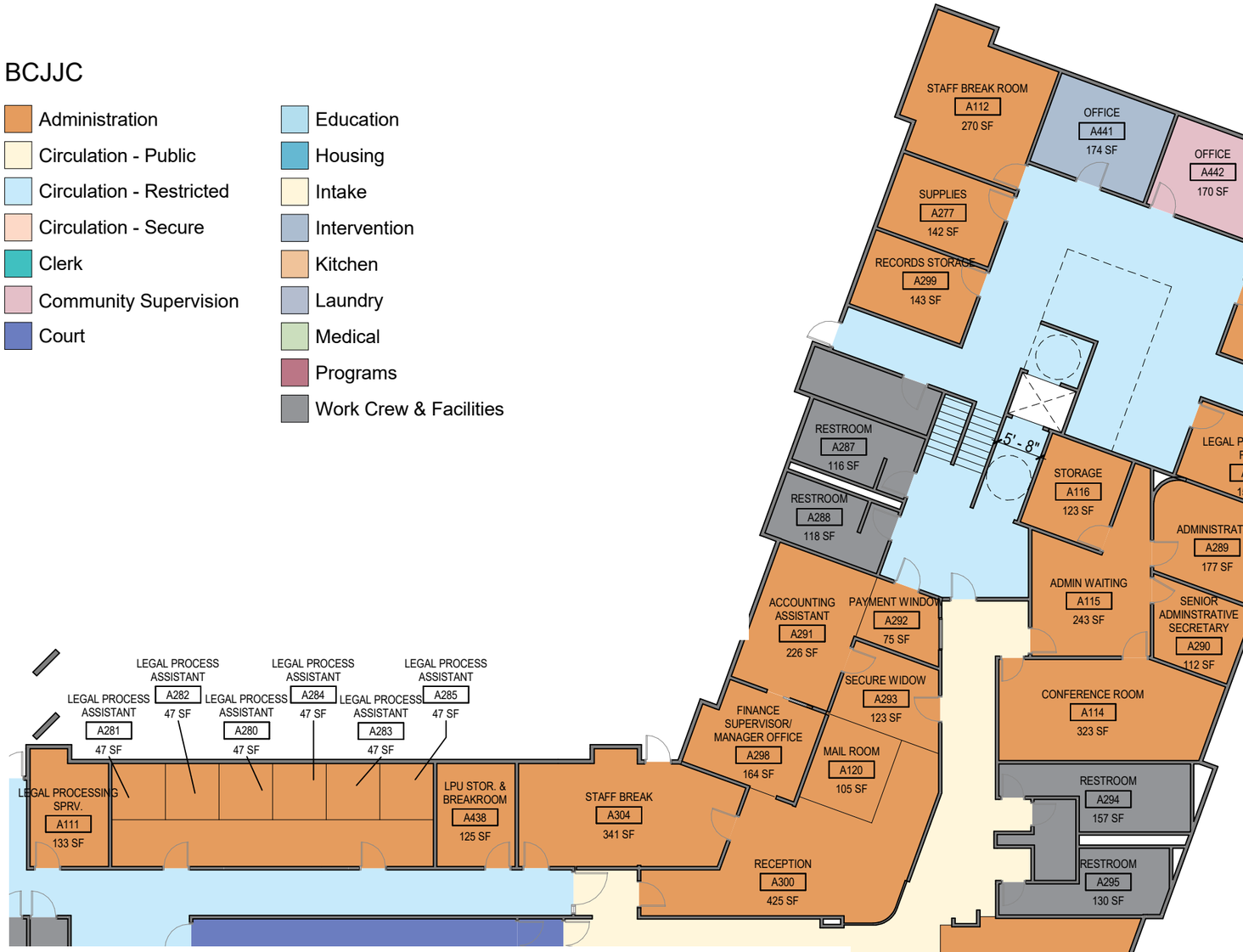
Space	# Staff	QTY	SF	NSF	Notes
Legal Processing Unit	**6**				**Associated with Court and Admin**
Supervisor	1	1	125	125	
Legal Process Assistant	5	7	48	336	Need to be in offices or break open area
Reception		1	358	358	At Lobby, secure, paper pass
Files		1	100	100	secure
		Subtotal		919	
		Departmental Circulation	30%	276	
		Total Departmental SF		**1,195**	

Best Practices/32 beds

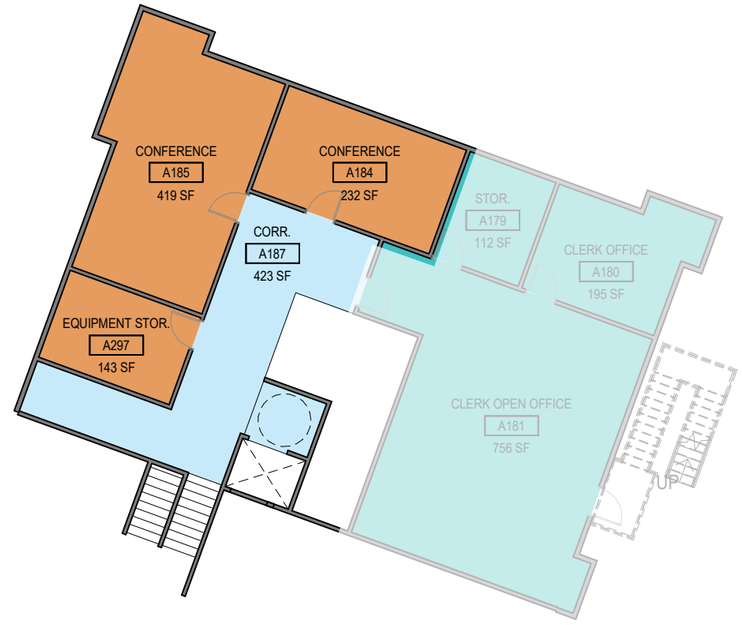
Space	# Staff	QTY	SF	NSF	Notes
Administration Support	**0**				
Workroom		2	250	500	in corridors
Storage		1	144	144	
Mail Room		1	144	144	
File Room		1	144	144	Includes Safe
Micro Kitchen		2	60	120	Sink, Microwave, Coffee, undercounter fridge. Distributed
Staff Break		2	270	540	upper and lower cabinets, sink, 2 refrigerators, 2 microwaves, coffee, under counter ice machine, vending, dishwasher, seating for 16,
Training Room		0	743	-	seating for 50, counter with sink and storage below - not a room this large.
Training Room Storage		0	150	-	table & chair storage
Large Conference Room		1	743	743	Original Training Room inside secure side
Medium Conference Room		1	419	419	
Small Conference Room		2	300	600	
Janitor Closet		1	63	63	also mechanical access
Staff Restrooms		2	118	236	
Locker Room		1	600	600	In secure area
Mothering Room		1	89	89	
Staff Entry Vestibule		1	80	80	
		Subtotal		4,422	
		Departmental Circulation	30%	1,327	
		Total Departmental SF		**5,749**	

BCJJC

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Main Level



Mezzanine Level

COURT

The largest factor of the project is the need for two functional courtrooms. The current courtroom in the existing building is inadequately sized. The second courtroom is a sub-standard fit out of an open area of the annex. The space is not designed to function as a courtroom and suffices to provide area for court process to occur.

To create two functioning courtrooms, it was proposed to refit the existing courtroom with all new finishes and layout within the building and create a building addition in the south yard for a similar but slightly larger courtroom with public access from the main court waiting entrance. This would allow small expansion to the existing chambers area for the three chambers in a courtroom suite configuration.

It was determined that the location at BFJJC does not require a dedicated courtroom holding area because the youth can be transported from either the existing housing area of potentially held in renovated interview rooms in proximity of the existing sallyport. Therefore the court holding has been removed from the program.

Existing courtroom waiting will be enhanced to ensure it can hold the people for two courtrooms. Some space is provided for defense attorney hub, AAG, prosecutors, and law library in a kiosk in lieu of a dedicated room. There are multiple interview rooms for attorney-client meetings.

Superior Court

Highlight = Existing room to remain in location

Best Practices/32 beds

	Space	# Staff	QTY	SF	NSF	Notes
Public Spaces		**0**				
	Medium Conference Room		1	258	258	Seats 12-16. For AG/PA/Defense meetings, volunteer meetings, public meetings. Social worker/GAL court waiting.
	Law Library Kiosk		1	72	72	uses Medium Conference room
	Waiting		1	486	486	see Administration - Public Lobby
				Subtotal	816	
				Departmental Circulation 20%	163	
				Total Departmental SF	**979**	

Best Practices/32 beds

	Space	# Staff	QTY	SF	NSF	Notes
Courtrooms		**0**				
	Offender Court		1	1,121	1,121	in Annex
	Civil Court		1	1,350	1,350	Collaborative court (semicircle) with 6 tables in the well and 80 person gallery
	Interview Room		4	100	400	
	Sound Vestibule		2	80	160	
				Subtotal	3,031	
				Departmental Circulation 45%	1,364	
				Total Departmental SF	**4,395**	

COURT (CONTINUED)

Best Practices/32 beds

Space	# Staff	QTY	SF	NSF	Notes
Chambers, Clerks	**4**				
Chambers	2	3	180	540	one chamber
Chambers Restroom		1	105	105	Shared by Judges/Commissioners
Micro Kitchen		1	40	40	
Benton County Clerk	1	2	150	300	one room
Franklin County Clerk	1	2	150	300	workstations
		Subtotal		1,285	
		Departmental Circulation	35%	450	
		Total Departmental SF		**1,735**	

Best Practices/32 beds

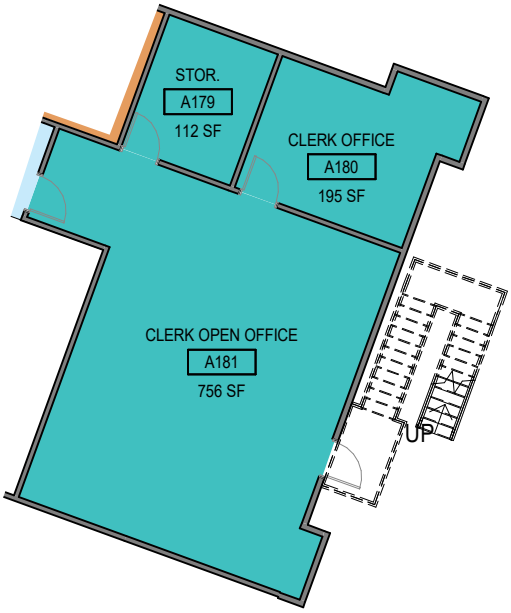
Space	# Staff	QTY	SF	NSF	Notes
Attorney Spaces	**0**				
Defense Panel Hub		1	283	283	shared with 6 criminal and 8 civil attorneys. Shared BC/FC
Prosecutor Hub		1	199	199	Shared BC/FC
AAG		1	125	125	2 small workstations
		Subtotal		607	
		Departmental Circulation	35%	212	
		Total Departmental SF		**819**	

Best Practices/32 beds

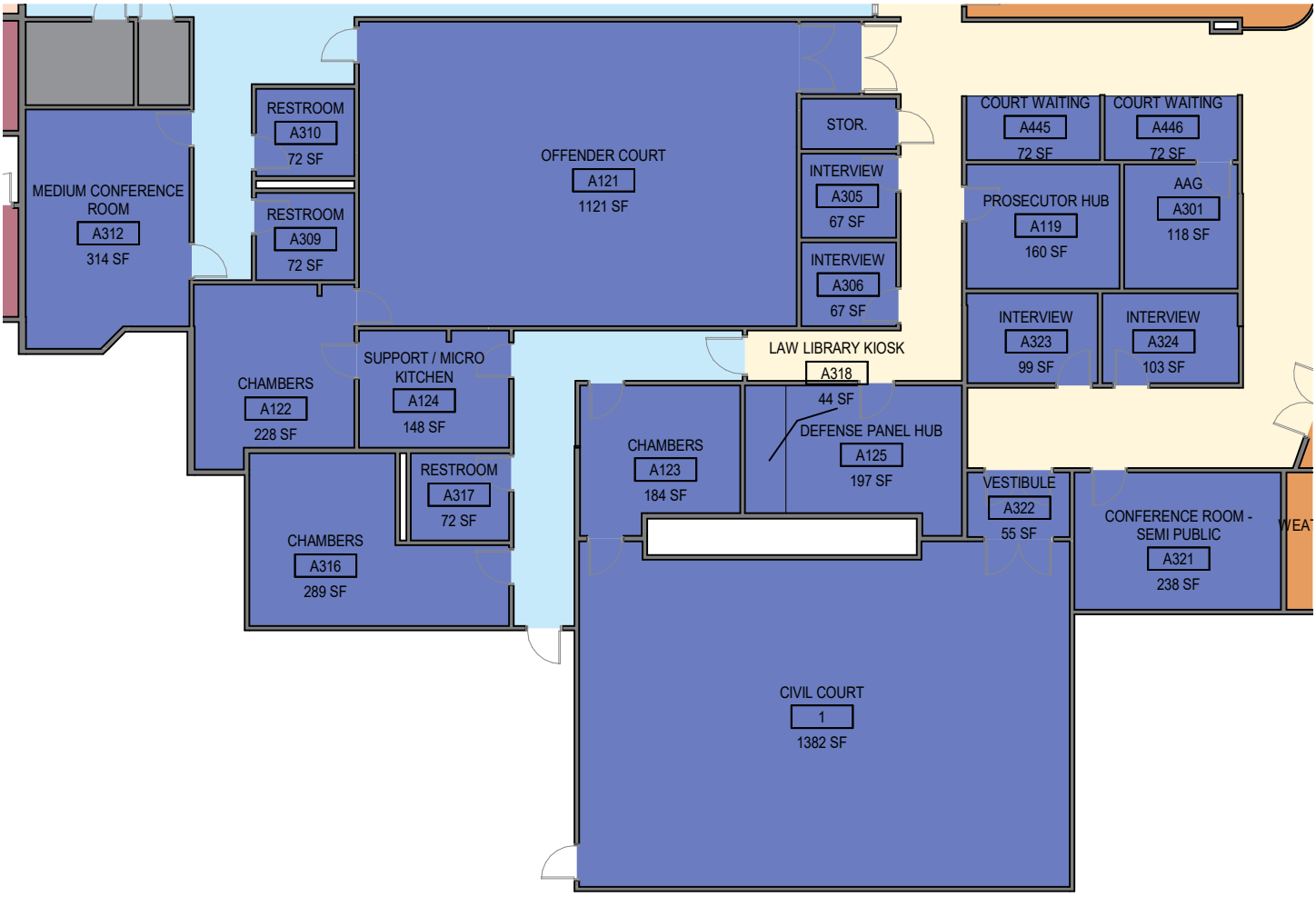
Space	# Staff	QTY	SF	NSF	Notes
Holding	**0**				
Holding Room		0	80	0	
Youth Restroom		0	60	0	
Staff Workstation		0	48	0	
Secure Attorney/Client Conference		0	100	0	
		Subtotal		0	
		Departmental Circulation	40%	0	
		Total Departmental SF		**0**	

BCJJC

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Mezzanine Level



INTAKE AND TRANSFER

The current Intake and Transfer area is working well for operations and needs minor modifications to continue operations.

The items that require modification are the following:

- There are some cages that are used for preliminary holding with the youth in the Pre-Intake Processing that shall be removed.
- The Control Room is located in the Intake area. The wiring for the building is centralized to this location and ideal for the creation of a Central Control Room. This will require a vestibule in front of the room that will provide required security to the CCR.
- The two showers are currently used for both search and showers, but are never used simultaneously. This area will be renovated to be one shower and one change / search area.

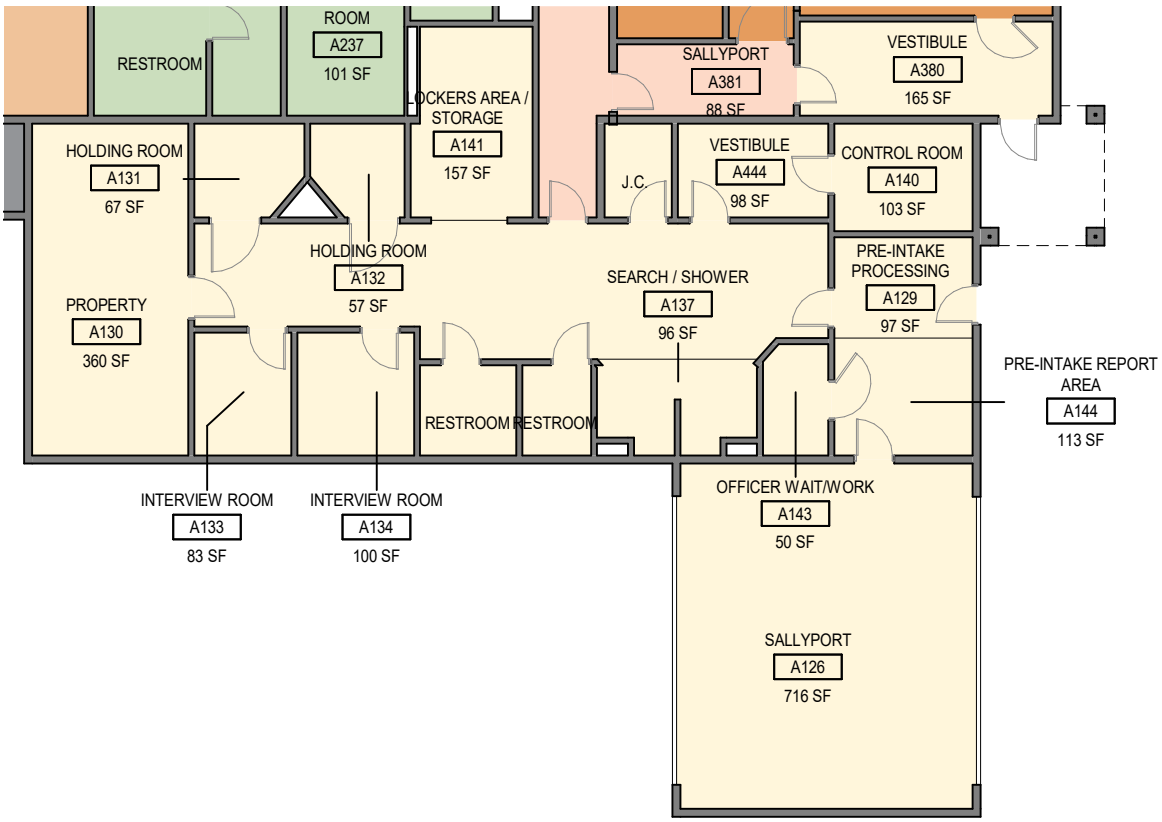
Intake and Transfer

Highlight = Existing room to remain in location

	Space	# Staff	QTY	SF	NSF	Notes
			Best Practices/32 beds			
	Intake and Transfer	**2**				
	Vehicular Sally Vestibule		1	650	650	Approximated.
	Pre-intake Processing		1	172	172	Open area
	Pre-intake Interview		1	50	50	Cages in open area, two room
	Pre-intake Report Area		1	64	64	Officer work area with view into Pre-Intake Interview; open in intake area
	Intake Processing	1	1	500	500	Intake counter
	Lockers area / Storage		1	157	157	open into the room
	Body Scanner		0	100	0	no body scanner. Fingerprint room
	Holding Room		2	60	120	Waiting area for youth
	Holding Cell		0	80	0	two rooms
	Youth Restroom		1	43	43	
	Interview Room		1	83	83	two rooms; 82SF and 100SF
	Property		1	360	360	Shelving
	Search/Shower		1	79	79	two showers
	Staff Office	1	1	103	103	
	Staff Restroom		1	61	61	
				Subtotal	2,442	
				Departmental Circulation 30%	733	
				Total Departmental SF	**3,175**	

BCJJC

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HOUSING

The existing housing is in adequate condition for the purpose of housing and the security required. Programmatically, the sleeping rooms will be revised from having 10 double occupancy rooms per pod to 8 single occupancy sleeping rooms to meet staffing requirements of the Prison Rape Elimination Act (PREA) and American Correctional Association (ACA) Standards of one staff member per 8 youth. Existing built-in metal furniture will be removed and replaced with movable detention appropriate furniture to create a more normative environment.

Showers in each unit are not ADA accessible. One of the now considered extra sleeping rooms will be converted into either a full ADA shower or a decompression room with no furniture in it.

Some amenities within each pod will be provided to create programs on the unit for the youth.

The existing control stations in the corridor will remain as a staff station though all controls are routed to the Central Control Room in Intake & Processing.

Highlight = Existing room to remain in location

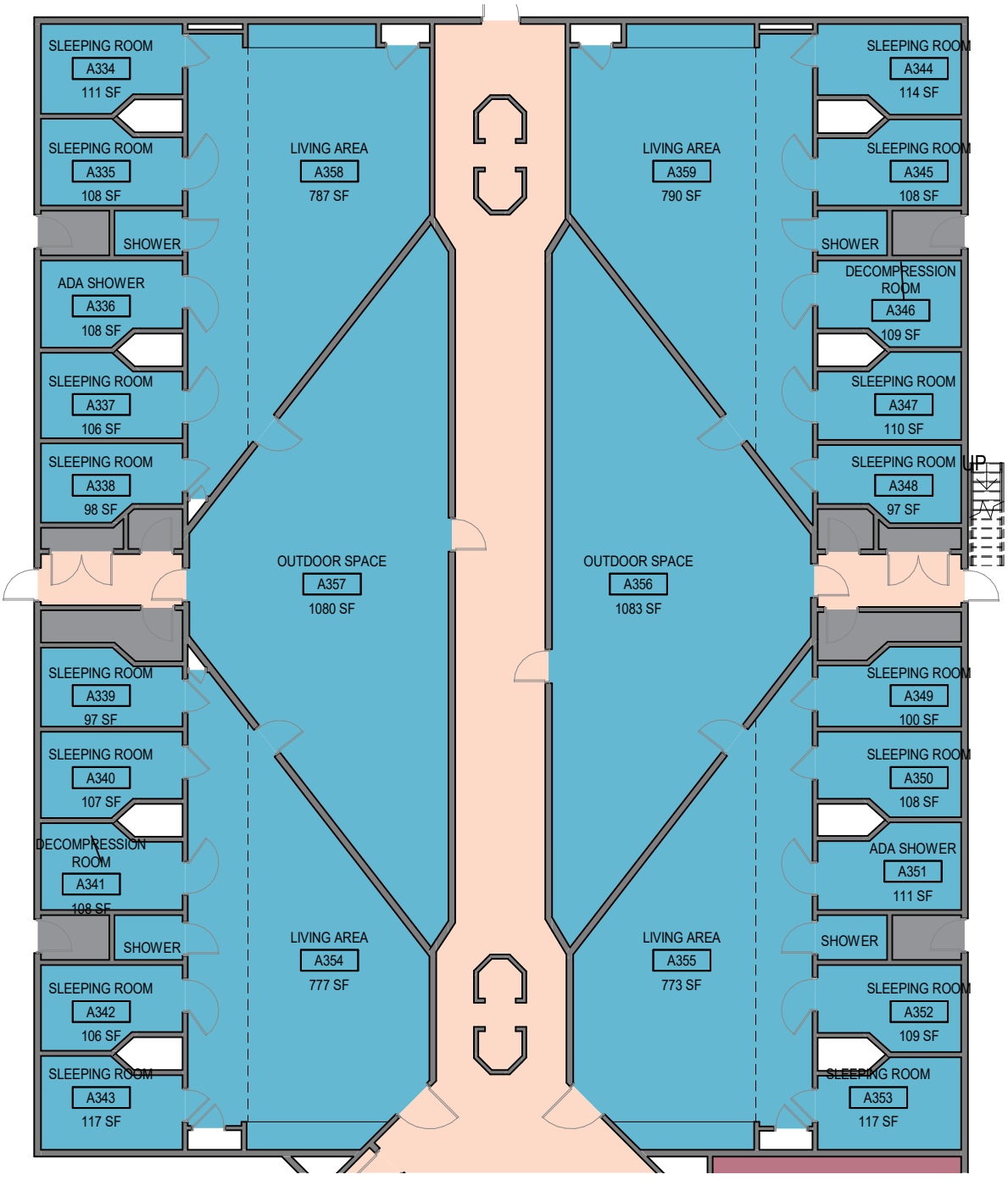
Best Practices/32 beds

	Space	# Staff	QTY	SF	NSF	Notes
Housing Pod		0				
	Sleeping Room		8	100	800	10 rooms per pod; two beds, toilet, sink, desk
	Living Area		1	787	787	Moveable furniture, lockable cabinets, sink with counter (potential for microwave), TV, seating for 10.
	Outdoor Space		1	500	500	Adjacent to, and accessed from, the Living Area
	Shower		1	100	100	two showers, 1 ADA.
	Multi-purpose Space		0	500	0	Adjacent to, and accessed from, the Living Area
	Recreation Area		0	500	0	may be combined with multiple Housing Pods to create a large multipurpose recreation space.
				Subtotal	2,187	
				Departmental Circulation 45%	984	
				Subtotal Housing Pod SF	**3,171**	
				Number of Pods	4	
				Total Housing SF for Four Pods	**12,685**	

HOUSING (CONTINUED)

Best Practices/32 beds

Space	# Staff	QTY	SF	NSF	Notes
Housing Support	**1**				
Storage		4	80	320	Throughout old high security housing
Padded Room		1	100	100	Safety room' Where should these be located?
Staff Restroom		1	60	60	
Staff Break		1	50	50	Anywhere inside security; located off small corridor through toilet
Janitor		1	35	35	floor sink, shelving, cart storage
Control Room	1	1	103	103	In Intake
Control Room Restroom		0	60	0	with Control
Control Room Sally Vestibule		0	60	0	with Control
		Subtotal		668	
		Departmental Circulation	35%	234	
		Total Housing Support SF		**902**	



BCJJC

Housing

Work Crew & Facilities

MEDICAL

The current Medical area is working well for operations and needs minor modifications to continue operations.

The items that require modification are the following:

- The Medication Room needs to be secured to ensure access is only provided to the nurse on duty.
- The existing toilet room is not ADA accessible. One of the existing Exam Rooms will be converted into a toilet room for the youth.
- Behavioral Health group rooms will be provided in programs areas or along the corridor and not within the medical area.

Highlight = Existing room to remain in location

Best Practices/32 beds

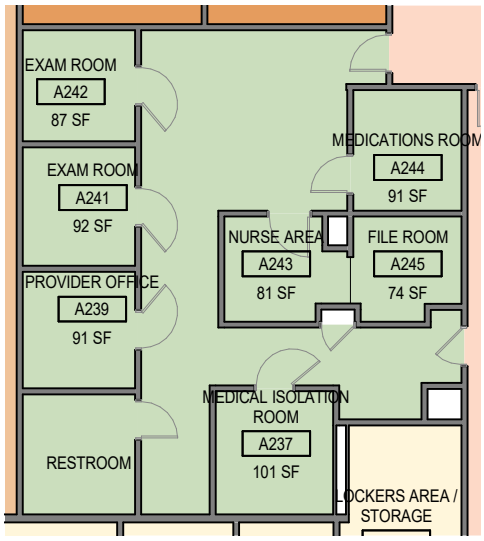
Space	# Staff	QTY	SF	NSF	Notes
Medical	**3**				
Waiting		0	140	0	enclosed room with seating
Nurse Work Area (Station)		1	81	81	
File Room		1	74	74	
Exam Room		2	90	180	two rooms
Youth Restroom		1	60	60	need to make ADA
Work Room		0	120	0	
Medications Room		1	91	91	Opens off of workroom
Staff Locker/Restroom		1	100	100	in main locker area
Medical Isolation Room		1	101	101	Two rooms
Medical Storage		1	100	100	
		Subtotal		787	
		Departmental Circulation	30%	236	
		Total Departmental SF		**1,023**	

Best Practices/32 beds

Space	# Staff	QTY	SF	NSF	Notes
Behavioral Health	**1**				
Provider Office	1	1	94	94	
MH Storage		0	50	0	
Group Room		0	240	0	6-8 kids plus staff. Can be located near housing
Interview Room		0	100	0	up to 4 people. Can be located near housing
		Subtotal		94	
		Departmental Circulation	30%	28	
		Total Departmental SF		**122**	

BCJJC

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FOOD SERVICE & LAUNDRY

The current Food Service area is working well for operations and only needs minor modifications to continue operations.

The items that require modification are the following:

- Access to the loading area creates a security breach in the building as there is not secure vestibule access from the kitchen. This is necessary regardless of kitchen access by youth, a sally vestibule should be provided at the exterior door to ensure security perimeter is continuous.
- The mechanical cooling system in the area is not functioning and needs to be replaced to ensure the temperatures are maintained with the cooking equipment operational.

The Laundry area is adequate but the equipment is beyond the useful life and needs to be replaced. The access to the room through standard doors does not allow access for replacing units and should provide a small roll up door in the room.

Highlight = Existing room to remain in location

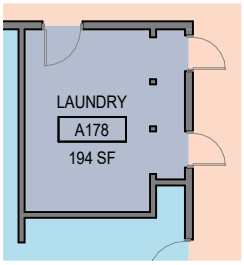
	Space	# Staff	QTY	SF	NSF	Notes
			Best Practices/32 beds			
Kitchen		**2**				
	Kitchen		1	1,442	1,442	Range, 2 Convection Ovens, 3 compartment fridge, steam & cold table includes circulation space in area
	Bulk/Dry Storage		1	264	264	
	Equipment		1	100	100	
	Staff Restroom		1	47	47	
	Youth Restroom		0	60	0	provided for potential future program
	Kitchen Laundry		1	48	48	Side by side washer & dryer
	Dishwash		1	161	161	Dishwasher, 3 compartment sink
	Freezer		1	151	151	Monitored
	Cooler		1	190	190	Monitored
	Kitchen Office	2	1	142	142	
	Cart/Tray Storage		0	80	0	Alcove near dishwash
				Subtotal	2,545	
				Departmental Circulation 25%	636	
				Total Departmental SF	**3,181**	

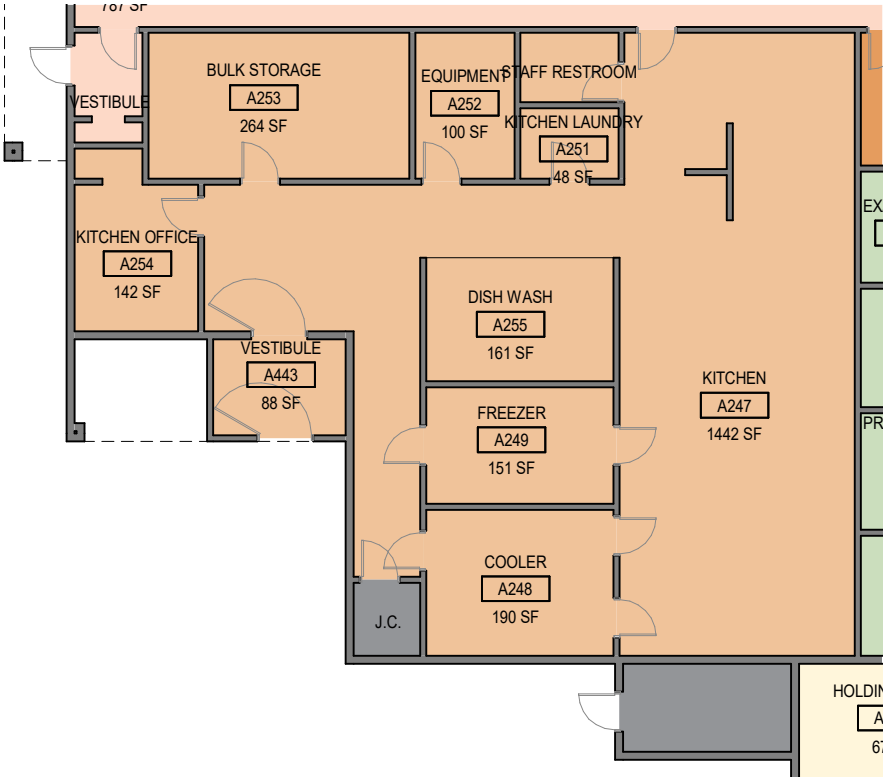
LAUNDRY

Highlight = Existing room to remain in location

Best Practices/32 beds

Space	# Staff	QTY	SF	NSF	Notes
Laundry	**0**				
Laundry		1	194	194	Equipment TBD
Chemical Storage/Dispensing		0	60	0	
Clean Storage		0	150	0	
Cart Storage		0	80	0	
		Subtotal		194	
		Departmental Circulation	20%	39	
		Total Departmental SF		**233**	





BCJJC

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EDUCATION

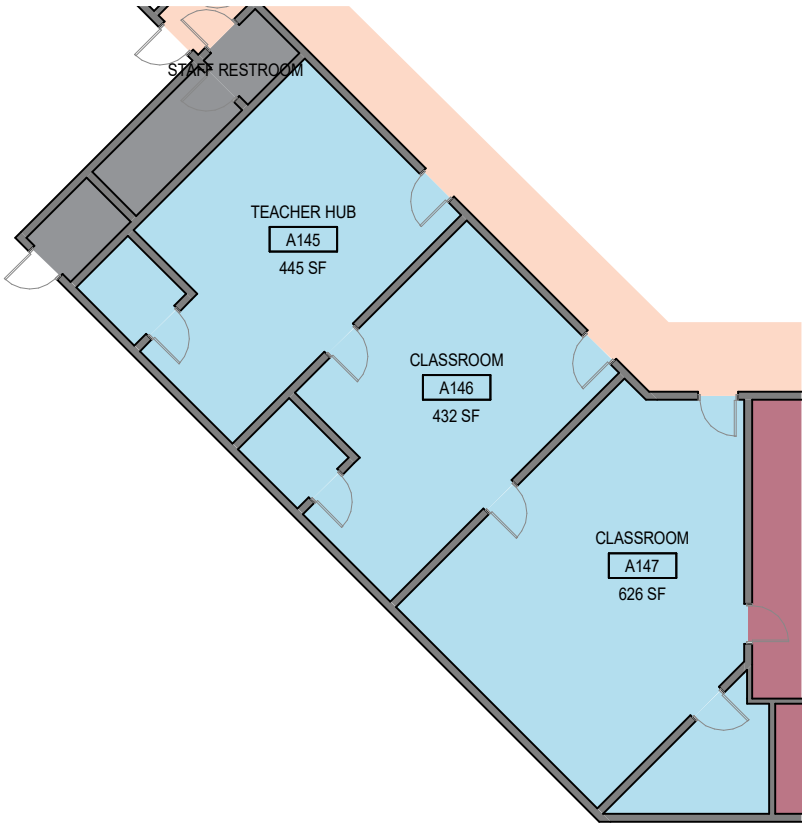
The current classrooms are working well for operations and only need minor modifications to continue operations. Accommodations for modern technology and computer education should be confirmed to meet current standards.

The existing toilet rooms along the corridor for staff and youth are not ADA accessible and should be reconfigured to ensure they meet the standard area and accessories.

Highlight = Existing room to remain in location

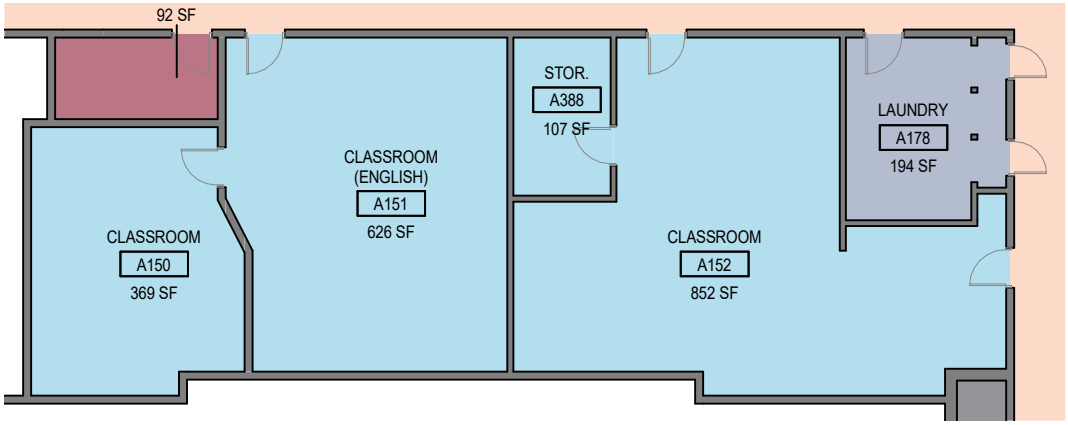
Best Practices/32 beds

Space	# Staff	QTY	SF	NSF	Notes
Detention School	**4**				
Classroom	3	3	400	1,200	Sink, computer workstations
Classroom (English)	1	1	626	626	Computer workstations, book storage
Storage		2	100	200	
Youth Restroom		1	60	60	
Staff Restroom		1	60	60	
Teacher Hub		1	445	445	work room for educators with shelving, copier, and worktable.
		Subtotal		2,591	
		Departmental Circulation	30%	777	
		Total Departmental SF		**3,368**	



BCJJC

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PROGRAMS

The existing Gymnasium is configured well and would be extremely expensive to relocate. The space should be upgraded for flooring and finishes to allow games and sports for youth.

The program areas accessed off the main corridor on the west and east side of the gym are not functioning well for area and configurations. The original housing units are reconfigured to provide appropriate amenities for the indoor plant starts room (horticulture), music room, and art room. The existing sleeping rooms will provide support spaces to the main program room. These spaces identified are illustrating potential uses and are not anticipated to be adjusted to meet the uses such as requirements for high ventilation or exhaust or additional water supplies than what is currently provided.

The lower level housing units on the west side are not ADA accessible and therefore cannot support youth programming. These areas are to remain as is and used for long term storage.

The east high security housing unit is in poor condition and should not be used for programming as-is. The unit should be reconfigured to provide exercise spaces, small mediation or decompression areas, interview rooms, and some auxiliary storage.

The existing library is in good condition and accessible to the housing and classrooms. This room will remain as is.

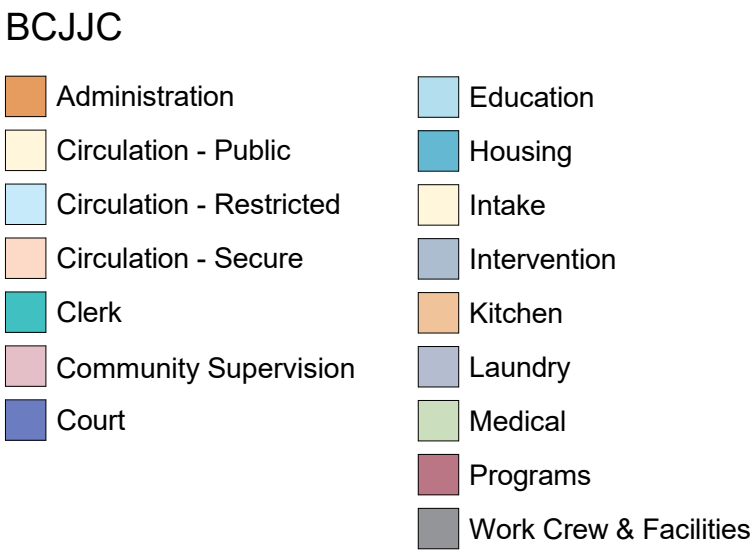
The existing multi-purpose room is in good condition and has an operable partition wall that can be reused as is.

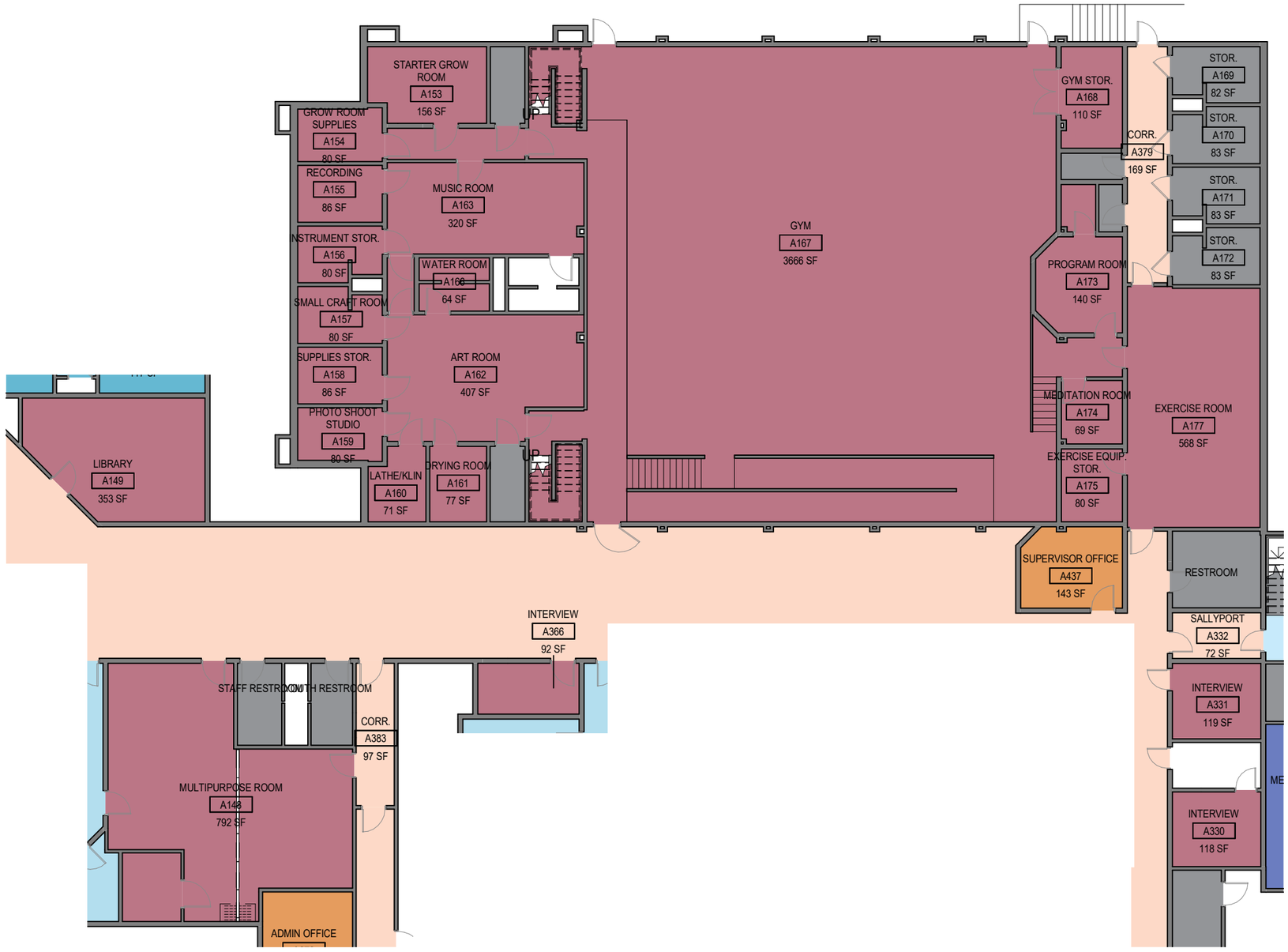
Highlight = Existing room to remain in location

Best Practices/32 beds

	Space	# Staff	QTY	SF	NSF	Notes
Programs		**1**				
	Multi-Purpose	1	1	792	792	Divider to create (2) 300SF rooms, 1 with sink. Staff workstation.
	Youth Restroom		1	60	60	two rooms
	Clothing Closet		1	50	50	one sleeping room off old housing
	Music Room		1	486	486	One of the old housing unit dayrooms
	Art Room		1	779	779	with sink, storage cabinets.
	Library		1	353	353	Shelving
	Programs Storage		1	100	100	lower level
	Staff Restroom		1	60	60	two rooms
	Interview Room		2	100	200	
	Gymnasium		1	3,666	3,666	
	Gymnasium Storage		1	110	110	
	Exercise Room		1	568	568	One of the old housing unit dayrooms
	~~Greenhouse~~ Grow Room		1	156	156	400sf greenhouse 200SF grow room (freeze protected)
	Volunteer Storage		1	50	50	
			Subtotal		7,430	
			Departmental Circulation	25%	1,858	
			Total Departmental SF		**9,288**	

PROGRAMS (CONTINUED)




STARTER GROW ROOM
A153
156 SF
GROW ROOM SUPPLIES
A154
80 SF
RECORDING
A155
86 SF
MUSIC ROOM
A163
320 SF
INSTRUMENT STOR.
A156
80 SF
WATER ROOM
A166
64 SF
SMALL CRAFT ROOM
A157
80 SF
SUPPLIES STOR.
A158
86 SF
ART ROOM
A162
407 SF
PHOTO SHOOT STUDIO
A159
80 SF
LIBRARY
A149
353 SF
LATHE/KLIN
A160
71 SF
DRYING ROOM
A161
77 SF
UP
A1
UP
A2
GYM
A167
3666 SF
GYM STOR.
A168
110 SF
CORR.
A379
169 SF
STOR.
A169
82 SF
STOR.
A170
83 SF
STOR.
A171
83 SF
STOR.
A172
83 SF
PROGRAM ROOM
A173
140 SF
MEDITATION ROOM
A174
69 SF
EXERCISE EQUIP. STOR.
A175
80 SF
EXERCISE ROOM
A177
568 SF
SUPERVISOR OFFICE
A437
143 SF
RESTROOM
SALLYPORT
A332
72 SF
INTERVIEW
A331
119 SF
INTERVIEW
A330
118 SF
INTERVIEW
A366
92 SF
STAFF RESTROOM
SOUTH RESTROOM
CORR.
A383
97 SF
MULTIPURPOSE ROOM
A148
792 SF
ADMIN OFFICE

WORK CREW

Work crew areas typically use existing spaces in the basement shop area and some existing office space that is accessed from the exterior of the building. An office for the lead facility manager is assigned in the existing building to ensure they have a space that is easily accessed by the rest of the departments.

Other service areas are distributed throughout the building such as janitor closets and systems rooms. The existing electrical and security closets will be reused as much as possible.

Highlight = Existing room to remain in location

Best Practices/32 beds

	Space	# Staff	QTY	SF	NSF	Notes
Work Crew		**1**				
	Orientation		0	600	0	use visiting or training
	Staff Work Area	1	1	100	100	in shed
	Shed		1	700	350	Lawn equipment, separate flammable area for paint/chemicals, shop space, person door and garage door. Freeze protected. Graffiti trailer. Counted at 50% for costing. Actual SF =700
			Subtotal		450	
			Departmental Circulation	20%	90	
			Total Departmental SF		**540**	

Best Practices/32 beds

	Space	# Staff	QTY	SF	NSF	Notes
Facilities		**1**				
	Office	1	1	200	200	includes small workshop
	Building Storage		1	250	250	
	Central Janitorial		1	150	150	
	Shop		1	400	400	inside secure perimeter for maintenance and youth training.
	Building Systems		1	800	800	distributed
			Subtotal		1,800	
			Departmental Circulation	25%	450	
			Total Departmental SF		**2,250**	

THE ANNEX

The Annex building is currently a minimally occupied building owned by the County on the property of the BFJJC. The building houses a second courtroom and a satellite office for the clerk's office that serves Juvenile Court. The rest of the building is vacated. However most of the finishes are up to current standards and able to be adapted easily for use.

The Annex will provide space for services for the youth and families that do not need to be within the secure perimeter of the BFJJC. It is important that the public visiting the Annex are screened through the central security station at the main building entrance. To accomplish this, a new secured corridor is provided from the main security entrance to the Annex. A new entry door is provided at the west elevation of the building. The building is at a higher finished floor slab elevation and the corridor will need to ramp up to accommodate the elevation change.

The existing building is a mixture of private offices and large open rooms. These areas will be subdivided with non-security level framed walls to accommodate the needed spaces, in particular for the Intervention (Probation) offices. Probation meets with youth in their offices and need to accommodate for the privacy of their meetings.

The out of custody classrooms are provided to ensure the youth do not need to go into the detention area for classes. There is a student restroom for use within the school. Students will not be permitted to use the staff restrooms in the corridor.

Existing exit doors will be modified to be egress only with minimal access hardware. They are not to be used for entrance to the building to ensure security is maintatined.

THE ANNEX - INTERVENTION

Highlight = Existing room to remain in location

Best Practices/32 beds

	Space	# Staff	QTY	SF	NSF	Notes
Guardian ad Litem		**5**				
	Offices	4	5	120	600	1 future
	GAL Secretary	1	1	120	120	
	Interview Room		2	100	200	seats 4-6
	Storage		1	0	0	bankers boxes and training supplies
	Volunteer/Intern Workstation		2	24	48	
	Donations Storage		1	139	139	
	Volunteer Storage		1	52	52	
			Subtotal		1,159	
			Departmental Circulation	30%	348	
			Total Departmental SF		**1,507**	

Best Practices/32 beds

	Space	# Staff	QTY	SF	NSF	Notes
Intervention		**5**				
	Offices	5	7	120	840	2 future
	Volunteer/Intern Workstation		2	24	48	
	Small Conference Room		1	240	240	seats 12
	Interview Room		1	100	100	seats 4-6
	Donations Storage		1	120	120	shelving
	Volunteer Storage		1	50	50	
	Workroom		1	120	120	Shared with GAL
	Micro Kitchen		1	40	40	Shared with GAL
			Subtotal		1,398	
			Departmental Circulation	30%	419	
			Total Departmental SF		**1,817**	

THE ANNEX - OUT OF CUSTODY SCHOOL

	Space	# Staff	QTY	SF	NSF	Notes
			Best Practices/32 beds			
	Out of Custody School	**0**				
	CAT Classroom		1	504	504	
	Day Reporting Classroom		1	487	487	
	Testing Center		1	157	157	Near visiting to have a secure side and a non-secure side so that 1 teacher can run the test.
	GED Classroom		1	399	399	12-15 carrells and a teacher station
	Storage		0	100	0	
	Youth Restroom		0	60	0	
	Staff Restroom		0	60	0	
			Subtotal		1,547	
			Departmental Circulation	30%	464	
			Total Departmental SF		**2,011**	

THE ANNEX - COMMUNITY SUPERVISION

Highlight = Existing room to remain in location

	Space	# Staff	QTY	SF	NSF	Notes
			Best Practices/32 beds			
	Community Supervision	**16**				
	Offices	15	0	140	0	2 future
	Probation Secretary	1	1	120	120	office
	Interview Room		4	99	396	seats 4-6, 1 soft seating
	Small Conference Room		2	225	450	seats 8-10
	UA Suite		1	160	160	80SF restroom and 60SF supply/lab
	Workroom		1	161	161	
	Micro Kitchen		1	41	41	
	Storage		1	84	84	
			Subtotal		1,412	
			Departmental Circulation	30%	424	
			Total Departmental SF		**1,836**	



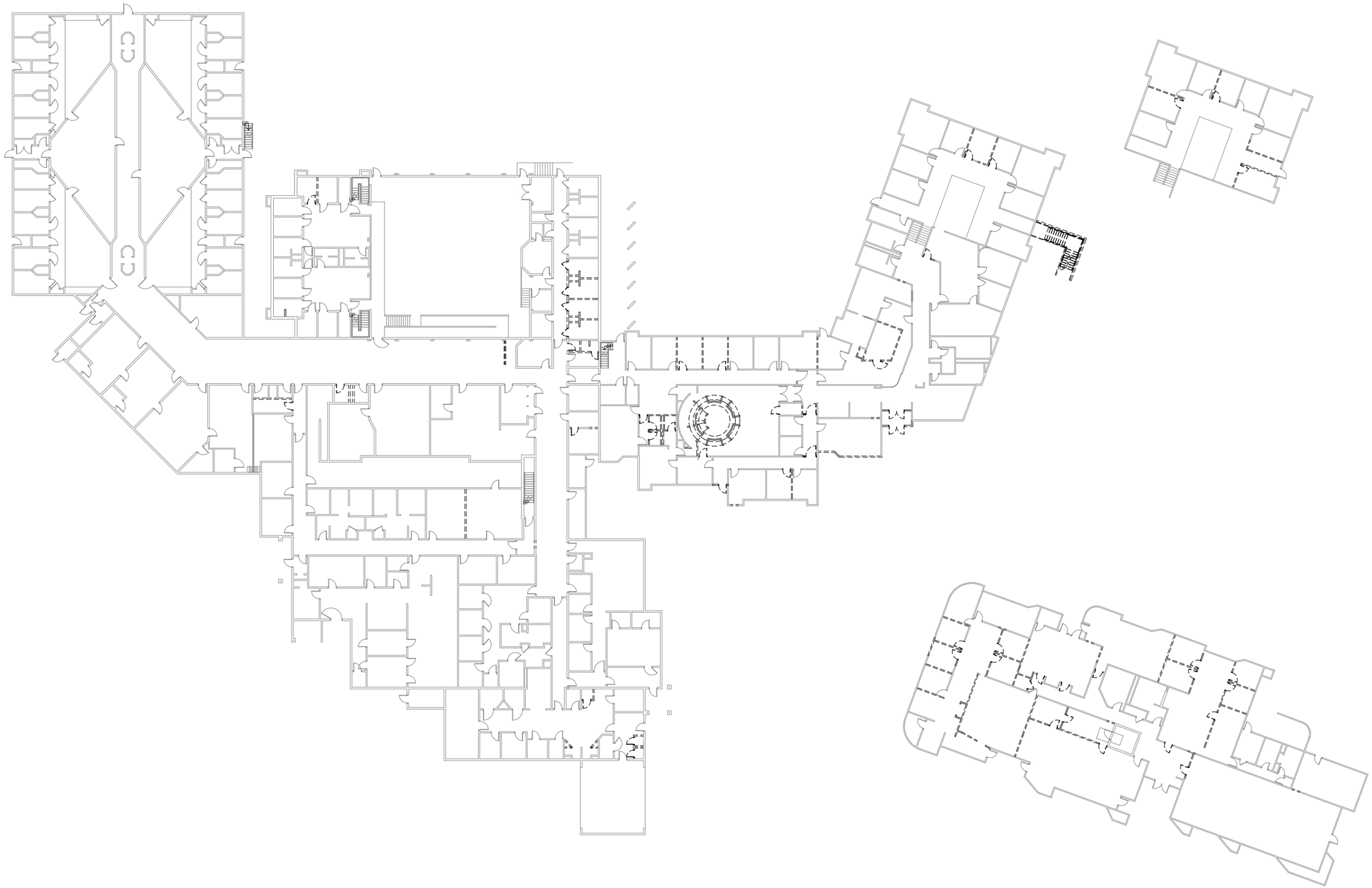
BCJJC

- Administration
- Circulation - Public
- Circulation - Restricted
- Circulation - Secure
- Clerk
- Community Supervision
- Court
- Education
- Housing
- Intake
- Intervention
- Kitchen
- Laundry
- Medical
- Programs
- Work Crew & Facilities

PROPOSED PLANS



DEMOLITION PLAN



NEW FLOOR PLAN



COST ESTIMATE



ESTIMATE OF PROBABLE COST

The cost estimate is based on a detailed description of potential work to be completed in the building to ensure it is a 30 year building following this construction project.

Deferred maintenance and systems at the end of useful life are the priority throughout the building because the building has not been updated regularly. Many of the systems for mechanical, plumbing, electrical are beyond useful life and they are experiencing failures. These items have been identified as must repai items.

The County has developed a plan of what spaces may remain in a similar configuration as is and only requires updating of finishes and systems to ensure that budget is spent on the issues that are not code compliant or in need of replacement to be functional. These departments include:

- Gymnasium
- Housing units (4 pods)
- Laundry
- Food Service
- Medical
- Intake & Booking
- Classrooms
- Visitation

The areas that are currently not being used to their fullest potential or are not functional need to be reconfigured, typically in the similar location or portion of the building, but with demolition and/or reconstruction of the space. These departments include:

- Programs space west of Gym
- High Security Housing unit east of the Gym
- Courts
- Front Entrance
- Administration
- Annex

How to Use the Estimate

The estimate information may be used to prepare scenarios that create target budgets for the project. As the scope of work has many alternatives of what to include, it is possible to create a project that will provide a functional and efficient building within the allowable funds.

The estimate provides three scenarios that may be reviewed in more detail to create a complete scope of work by the future design build team. It is recommended to the County to determine the budget from allowable funds and enter a progressive design build contract with the design build team to collaboratively prepare a scope of work and phasing plan as the project next steps. The commitment of the contractor in these discussions is beneficial because they will provide the insight of actual constructability options, provide more detailed analysis of the equipment and systems to ensure only scope that defective is included, and creation of timelines to fully understand the impact to the operations of the BFJJC while the work is conducted in the building.

The scenarios in this estimate include three options that can be further reviewed with the design builder:

1. The full scope of work identified in the pre-design to fully renovate the secure facility, the courts and administration area, the Annex, provide a small courtroom addition, and associated site work at the addition. This project anticipates a 20 month construction schedule while fully occupied. This option's anticipated construction cost escalated to Quarter 2 of 2024 is **$33,561,081**. Including project soft costs which include budget for FF&E, permits, testing, utility fees, etc. and sales tax bring the project cost to **$43,111,806**. This estimate option is considered the most conservative and fully covers the needs of the County. During design with the design builder, some elements may be reduced in scope and/or eliminated without significantly reducing the success of the project.
2. Limited scope for the building to fully renovate the secure facility and defer the courts and administration area, the Annex, small courtroom addition, and associated site work at the addition to later phases when funding is available. The timeline of this project is shortened to a 12 month construction schedule. This option's anticipated construction cost escalated to Quarter 2 of 2024 is **$19,992,099**. Including project soft costs which include budget for FF&E, permits, testing, utility fees, etc. and sales tax bring the project cost to **$25,677,154**. This estimate option is considered the base minimum to provide a fully functional secure facility and the administration areas will operate as needed. Only code required or life safety factors will be included in non-secure areas of the building.
3. Limited scope for the building to selectively renovate the secure facility and areas within the courts and administration area. The Annex, small courtroom addition, and associated site work at the addition to later phases when funding is available. The timeline of this project is shortened to a 10 month construction schedule. This option's anticipated construction cost escalated to Quarter 2 of 2024 is **$16,427,677**. Including project soft costs which include budget for FF&E, permits, testing, utility fees, etc. and sales tax bring the project cost to **$21,092,025**. This option provides base building improvements that will provide a safe and secure facility in anticipation that future funding will be well invested because the building has a longer life span of basic service.

It is recommended the design build team provides a life cycle analysis for all the systems as they are designed to ensure it is optimized for the needs of the facility

The full estimate is provided as an appendix. The summary of the three options is shown here.

Construction Cost Summary

ROEN ASSOCIATES

Owner: **Benton County**

Project: **Benton Franklin Juvenile Center**

September 8, 2022

ESTIMATED COSTS SUMMARY - Entire Project (Design-Build)

Item	Description	QTY	UOM	$ / UOM	Ext.
1	Secure Facility Renovation	44,800	BGSF	$294.29	$13,184,319
2	Existing Courts Administration Renovation	15,700	BGSF	$232.20	$3,645,559
3	New Courts Addition	3,600	BGSF	$574.52	$2,068,269
4	Annex Renovation & Connection	10,900	BGSF	$256.60	$2,796,927
5	Replace Generator	1	LS		$216,488
6	Sitework	1	LS		$514,625
7	Occupied Facility Premium (Temp. Barriers, Swing Shifts, Etc…)	20	MO	$40,000	$800,000
Direct Costs Estimate Subtotal					**$23,226,186**
8	Contractor Risk Contingency	3.00%	on	$23,226,186	$696,786
9	GC Performance / Payment Bond	1.50%	on	$23,922,972	$358,845
10	Sub Bonds	1.00%	on	$23,922,972	$239,230
11	General Conditions & Negotiated Support Services	10.50%	on	$23,922,972	$2,511,912
12	Contractor Fee (OH&P, Insurance, B&O Tax)	5.00%	on	$27,032,958	$1,351,648
Total Estimated Construction Cost (Today's Dollars)					**$28,384,606**
13	Escalation to Midpoint of Construction (Q2, 2024)	8.00%	on	$28,384,606	$2,270,768
Total Estimated Construction Cost (Escalated)					**$30,655,375**
14	Preconstruction Services (GC, Mechanical, Electrical)	1	ls	$300,000	$300,000
15	Design Fees (w/ Contractor Mark Up)	8.50%	on	$30,655,375	$2,605,707
Total Estimated Design-Build Contract Amount (Escalated)					**$33,561,081**
16	Fixtures, Furnishings and Equipment (minimal new purchases)	1.50%	on	$30,655,375	$459,831
17	Other Owner Soft Costs (Permits, Testing/Inspections, Utility Fees, Moving Costs, CM/PM Costs, Builder's Risk Insurance, Owner CO Contingency)	20.00%	on	$30,655,375	$6,131,075
18	WA State Sales Tax (Kennewick, WA)	8.70%	on	$34,020,912	$2,959,819
Total Estimated Project Cost (Escalated)					**$43,111,806**

ALTERNATES (including all mark ups and escalation)

Reduce Construction Schedule to 16 months, Two Phases of Work (project cost amount)	**($1,589,201)**
Reduce Construction Schedule to 12 months, Relocate Occupants, No Phasing (project cost amount)	**($3,396,645)**
Grind and Overlay North & East Parking Lots & Rear Access Paving	**$247,250**

COMMENTS:

Assumes a Progressive Design-Build delivery method

Assumes a Q3, 2023 start and a 20 month schedule w/ 5 phases

Construction Cost Summary

Owner: **Benton County**

Project: **Benton Franklin Juvenile Center** **September 8, 2022**

ESTIMATED COSTS SUMMARY - Renovate Secure Facility Only (DBB)

Item	Description	QTY	UOM	$ / UOM	Ext.
1	Secure Facility Renovation	44,800	BGSF	$294.29	$13,184,319
2	Existing Courts Administration Renovation				*EXCLUDED*
3	New Courts Addition				*EXCLUDED*
4	Annex Renovation & Connection				*EXCLUDED*
5	Replace Generator	1	LS		$216,488
6	Sitework				*EXCLUDED*
7	Occupied Facility Premium (Temp. Barriers, Swing Shifts, Etc…)	12	MO	$35,000	$420,000
Direct Costs Estimate Subtotal					**$13,820,807**
8	Contractor Risk Contingency	3.00%	on	$13,820,807	$414,624
9	GC Performance / Payment Bond	1.50%	on	$14,235,431	$213,531
10	Sub Bonds	1.00%	on	$14,235,431	$142,354
11	General Conditions & Negotiated Support Services	10.50%	on	$14,235,431	$1,494,720
12	Contractor Fee (OH&P, Insurance, B&O Tax)	5.00%	on	$16,086,037	$804,302
Total Estimated Construction Cost (Today's Dollars)					**$16,890,339**
13	Escalation to Midpoint of Construction (Q2, 2024)	8.00%	on	$16,890,339	$1,351,227
Total Estimated Construction Cost (Escalated)					**$18,241,566**
14	Preconstruction Services (GC, Mechanical, Electrical)	1	ls	$200,000	$200,000
15	Design Fees (w/ Contractor Mark Up)	8.50%	on	$18,241,566	$1,550,533
Total Estimated Design-Build Contract Amount (Escalated)					**$19,992,099**
16	Fixtures, Furnishings and Equipment (minimal new purchases)	1.50%	on	$18,241,566	$273,623
17	Other Owner Soft Costs (Permits, Testing/Inspections, Utility Fees, Moving Costs, CM/PM Costs, Builder's Risk Insurance, Owner CO Contingency)	20.00%	on	$18,241,566	$3,648,313
18	WA State Sales Tax (Kennewick, WA)	8.70%	on	$20,265,723	$1,763,118
Total Estimated Project Cost (Escalated)					**$25,677,154**

ALTERNATES (including all mark ups and escalation)

Grind and Overlay North & East Parking Lots & Rear Access Paving **$247,250**

COMMENTS:

Assumes a Design-Build delivery method

Assumes a Q3, 2023 start and a 12 month schedule w/ phasing

Construction Cost Summary

ROEN ASSOCIATES

Owner: **Benton County**

Project: **Benton Franklin Juvenile Center**

September 8, 2022

ESTIMATED COSTS SUMMARY - Reduced Scope Renovation (DBB)

Item	Description	QTY	UOM	$ / UOM	Ext.
1	Secure Facility Renovation (Select Scope Only)	44,800	gsf	$160.04	$7,169,727
1a	*Security Electronics, Fire Alarm & Comm. System Retrofit*				*$1,724,080*
1b	*HVAC, Plumbing & Fire Sprinkler Upgrades*				*$4,428,257*
1c	*Roof Replacement*				*$1,017,391*
2	Existing Courts Administration Renovation	15,700	BGSF	$232.20	$3,645,559
3	New Courts Addition				*EXCLUDED*
4	Annex Renovation & Connection				*EXCLUDED*
5	Replace Generator	1	LS		$216,488
6	Sitework				*EXCLUDED*
7	Occupied Facility Premium (Temp. Barriers, Swing Shifts, Etc…)	10	MO	$30,000	$300,000
Direct Costs Estimate Subtotal					**$11,331,773**
8	Contractor Risk Contingency	3.00%	on	$11,331,773	$339,953
9	GC Performance / Payment Bond	1.50%	on	$11,671,727	$175,076
10	Sub Bonds	1.00%	on	$11,671,727	$116,717
11	General Conditions & Negotiated Support Services	10.50%	on	$11,671,727	$1,225,531
12	Contractor Fee (OH&P, Insurance, B&O Tax)	5.00%	on	$13,189,051	$659,453
Total Estimated Construction Cost (Today's Dollars)					**$13,848,504**
13	Escalation to Midpoint of Construction (Q2, 2024)	8.00%	on	$13,848,504	$1,107,880
Total Estimated Construction Cost (Escalated)					**$14,956,384**
14	Preconstruction Services (GC, Mechanical, Electrical)	1	ls	$200,000	$200,000
15	Design Fees (w/ Contractor Mark Up)	8.50%	on	$14,956,384	$1,271,293
Total Estimated Design-Build Contract Amount (Escalated)					**$16,427,677**
16	Fixtures, Furnishings and Equipment (minimal new purchases)	1.50%	on	$14,956,384	$224,346
17	Other Owner Soft Costs (Permits, Testing/Inspections, Utility Fees, Moving Costs, CM/PM Costs, Builder's Risk Insurance, Owner CO Contingency)	20.00%	on	$14,956,384	$2,991,277
18	WA State Sales Tax (Kennewick, WA)	8.70%	on	$16,652,022	$1,448,726
Total Estimated Project Cost (Escalated)					**$21,092,025**

ALTERNATES (including all mark ups and escalation)

Grind and Overlay North & East Parking Lots & Rear Access Paving **$247,250**

COMMENTS:

Assumes a Design-Build delivery method

Assumes a Q3, 2023 start and a 10 month schedule w/ phasing



Appendices

Full cost estimate

Estimate narrative

Sazan Report on existing conditions

EXECUTIVE SUMMARY

Benton Franklin Juvenile Center

September 8, 2022

PROJECT INFORMATION

Project Number	-		
Owner:	Benton County	Estimate Date:	September 8, 2022
Name:	Benton Franklin Juvenile Center	Building Area:	See Detailed Estimates
Location:	Kennewick, WA	Site Area:	See Detailed Estimates
Consultant:	Roen Associates	Contact Name:	Matt Wiggins
	500 Union Street, Suite 927	Telephone:	(206) 343-1003
	Seattle, WA 98101	E-mail:	mattw@roenassociates.com
Spokane Office:	Roen Associates	Contact Name:	
	121 South Wall	Telephone:	
	Spokane, WA 99201	E-mail:	
Project Type:	Detention		
Estimate Level:	PreDesign Estimate		
Project Start:	Q3, 2023	Project Duration:	TBD

Documents Reviewed:

	Document	A / E / C Firm	Date
Drawings:	Predesign Package	DLR Group	8/24/2022
Reports:			

Construction Cost Summary

Owner: **Benton County**

Project: **Benton Franklin Juvenile Center** **September 8, 2022**

ESTIMATED COSTS SUMMARY - Entire Project (Design-Build)

Item	Description	QTY	UOM	$ / UOM	Ext.
1	Secure Facility Renovation	44,800	BGSF	$294.29	$13,184,319
2	Existing Courts Administration Renovation	15,700	BGSF	$232.20	$3,645,559
3	New Courts Addition	3,600	BGSF	$574.52	$2,068,269
4	Annex Renovation & Connection	10,900	BGSF	$256.60	$2,796,927
5	Replace Generator	1	LS		$216,488
6	Sitework	1	LS		$514,625
7	Occupied Facility Premium (Temp. Barriers, Swing Shifts, Etc…)	20	MO	$40,000	$800,000
Direct Costs Estimate Subtotal					**$23,226,186**
8	Contractor Risk Contingency	3.00%	on	$23,226,186	$696,786
9	GC Performance / Payment Bond	1.50%	on	$23,922,972	$358,845
10	Sub Bonds	1.00%	on	$23,922,972	$239,230
11	General Conditions & Negotiated Support Services	10.50%	on	$23,922,972	$2,511,912
12	Contractor Fee (OH&P, Insurance, B&O Tax)	5.00%	on	$27,032,958	$1,351,648
Total Estimated Construction Cost (Today's Dollars)					**$28,384,606**
13	Escalation to Midpoint of Construction (Q2, 2024)	8.00%	on	$28,384,606	$2,270,768
Total Estimated Construction Cost (Escalated)					**$30,655,375**
14	Preconstruction Services (GC, Mechanical, Electrical)	1	ls	$300,000	$300,000
15	Design Fees (w/ Contractor Mark Up)	8.50%	on	$30,655,375	$2,605,707
Total Estimated Design-Build Contract Amount (Escalated)					**$33,561,081**
16	Fixtures, Furnishings and Equipment (minimal new purchases)	1.50%	on	$30,655,375	$459,831
17	Other Owner Soft Costs (Permits, Testing/Inspections, Utility Fees, Moving Costs, CM/PM Costs, Builder's Risk Insurance, Owner CO Contingency)	20.00%	on	$30,655,375	$6,131,075
18	WA State Sales Tax (Kennewick, WA)	8.70%	on	$34,020,912	$2,959,819
Total Estimated Project Cost (Escalated)					**$43,111,806**

ALTERNATES (including all mark ups and escalation)

Reduce Construction Schedule to 16 months, Two Phases of Work (project cost amount)	**($1,589,201)**
Reduce Construction Schedule to 12 months, Relocate Occupants, No Phasing (project cost amount)	**($3,396,645)**
Grind and Overlay North & East Parking Lots & Rear Access Paving	**$247,250**

COMMENTS:

Assumes a Progressive Design-Build delivery method

Assumes a Q3, 2023 start and a 20 month schedule w/ 5 phases

Construction Cost Summary

Owner: **Benton County**

Project: **Benton Franklin Juvenile Center**

September 8, 2022

ESTIMATED COSTS SUMMARY - Renovate Secure Facility Only (DBB)

Item	Description	QTY	UOM	$ / UOM	Ext.
1	Secure Facility Renovation	44,800	BGSF	$294.29	$13,184,319
2	Existing Courts Administration Renovation				*EXCLUDED*
3	New Courts Addition				*EXCLUDED*
4	Annex Renovation & Connection				*EXCLUDED*
5	Replace Generator	1	LS		$216,488
6	Sitework				*EXCLUDED*
7	Occupied Facility Premium (Temp. Barriers, Swing Shifts, Etc…)	12	MO	$35,000	$420,000
Direct Costs Estimate Subtotal					**$13,820,807**
8	Contractor Risk Contingency	3.00%	on	$13,820,807	$414,624
9	GC Performance / Payment Bond	1.50%	on	$14,235,431	$213,531
10	Sub Bonds	1.00%	on	$14,235,431	$142,354
11	General Conditions & Negotiated Support Services	10.50%	on	$14,235,431	$1,494,720
12	Contractor Fee (OH&P, Insurance, B&O Tax)	5.00%	on	$16,086,037	$804,302
Total Estimated Construction Cost (Today's Dollars)					**$16,890,339**
13	Escalation to Midpoint of Construction (Q2, 2024)	8.00%	on	$16,890,339	$1,351,227
Total Estimated Construction Cost (Escalated)					**$18,241,566**
14	Preconstruction Services (GC, Mechanical, Electrical)	1	ls	$200,000	$200,000
15	Design Fees (w/ Contractor Mark Up)	8.50%	on	$18,241,566	$1,550,533
Total Estimated Design-Build Contract Amount (Escalated)					**$19,992,099**
16	Fixtures, Furnishings and Equipment (minimal new purchases)	1.50%	on	$18,241,566	$273,623
17	Other Owner Soft Costs (Permits, Testing/Inspections, Utility Fees, Moving Costs, CM/PM Costs, Builder's Risk Insurance, Owner CO Contingency)	20.00%	on	$18,241,566	$3,648,313
18	WA State Sales Tax (Kennewick, WA)	8.70%	on	$20,265,723	$1,763,118
Total Estimated Project Cost (Escalated)					**$25,677,154**

ALTERNATES (including all mark ups and escalation)

Grind and Overlay North & East Parking Lots & Rear Access Paving **$247,250**

COMMENTS:

Assumes a Design-Build delivery method

Assumes a Q3, 2023 start and a 12 month schedule w/ phasing

Construction Cost Summary

Owner: **Benton County**

Project: **Benton Franklin Juvenile Center** **September 8, 2022**

ESTIMATED COSTS SUMMARY - Reduced Scope Renovation (DBB)

Item	Description	QTY	UOM	$ / UOM	Ext.
1	Secure Facility Renovation (Select Scope Only)	44,800	gsf	$160.04	$7,169,727
1a	*Security Electronics, Fire Alarm & Comm. System Retrofit*				*$1,724,080*
1b	*HVAC, Plumbing & Fire Sprinkler Upgrades*				*$4,428,257*
1c	*Roof Replacement*				*$1,017,391*
2	Existing Courts Administration Renovation	15,700	BGSF	$232.20	$3,645,559
3	New Courts Addition				*EXCLUDED*
4	Annex Renovation & Connection				*EXCLUDED*
5	Replace Generator	1	LS		$216,488
6	Sitework				*EXCLUDED*
7	Occupied Facility Premium (Temp. Barriers, Swing Shifts, Etc…)	10	MO	$30,000	$300,000
Direct Costs Estimate Subtotal					**$11,331,773**
8	Contractor Risk Contingency	3.00%	on	$11,331,773	$339,953
9	GC Performance / Payment Bond	1.50%	on	$11,671,727	$175,076
10	Sub Bonds	1.00%	on	$11,671,727	$116,717
11	General Conditions & Negotiated Support Services	10.50%	on	$11,671,727	$1,225,531
12	Contractor Fee (OH&P, Insurance, B&O Tax)	5.00%	on	$13,189,051	$659,453
Total Estimated Construction Cost (Today's Dollars)					**$13,848,504**
13	Escalation to Midpoint of Construction (Q2, 2024)	8.00%	on	$13,848,504	$1,107,880
Total Estimated Construction Cost (Escalated)					**$14,956,384**
14	Preconstruction Services (GC, Mechanical, Electrical)	1	ls	$200,000	$200,000
15	Design Fees (w/ Contractor Mark Up)	8.50%	on	$14,956,384	$1,271,293
Total Estimated Design-Build Contract Amount (Escalated)					**$16,427,677**
16	Fixtures, Furnishings and Equipment (minimal new purchases)	1.50%	on	$14,956,384	$224,346
17	Other Owner Soft Costs (Permits, Testing/Inspections, Utility Fees, Moving Costs, CM/PM Costs, Builder's Risk Insurance, Owner CO Contingency)	20.00%	on	$14,956,384	$2,991,277
18	WA State Sales Tax (Kennewick, WA)	8.70%	on	$16,652,022	$1,448,726
Total Estimated Project Cost (Escalated)					**$21,092,025**

ALTERNATES (including all mark ups and escalation)

Grind and Overlay North & East Parking Lots & Rear Access Paving **$247,250**

COMMENTS:

Assumes a Design-Build delivery method

Assumes a Q3, 2023 start and a 10 month schedule w/ phasing

Project Owner:	**Benton County**	Architect:	DLR Group
Project Name:	**Benton Franklin Juvenile Center**	Project Duration:	See Summary
Project Location:	Kennewick, WA	Building GSF:	44,800
Project Start Date:	See Summary	Site GSF:	N/A
Estimate Date:	September 8, 2022		

ESTIMATE SUMMARY					
No.	Description	Quantity	Unit of Measure	Unit Cost	Total Estimated Cost
A10	Foundations	44,800	BGSF	$1.50	$67,200
A20	Basement Construction	44,800	BGSF	$0.00	$0
B10	Superstructure	44,800	BGSF	$6.00	$268,800
B20	Exterior Enclosure	44,800	BGSF	$3.29	$147,200
B30	Roofing	44,800	BGSF	$19.75	$884,688
C10	Interior Construction	44,800	BGSF	$11.31	$506,800
C20	Stairs	44,800	BGSF	$0.33	$15,000
C30	Interior Finishes	44,800	BGSF	$47.36	$2,121,800
D10	Conveying Systems	44,800	BGSF	$0.00	$0
D20	Plumbing	44,800	BGSF	$8.52	$381,708
D30	HVAC	44,800	BGSF	$66.50	$2,979,200
D40	Fire Protection	44,800	BGSF	$4.50	$201,600
D50	Electrical	44,800	BGSF	$46.12	$2,066,200
E10	Equipment	44,800	BGSF	$20.96	$938,800
E20	Casework & Furnishings	44,800	BGSF	$5.22	$234,000
F10	Special Construction	44,800	BGSF	$1.79	$80,000
F20	Selective Demolition	44,800	BGSF	$12.76	$571,630
	Building Construction Subtotal				**$11,464,626**
	Design Contingency			15.00%	$1,719,694
	Contractor Mark Up (See Summary)				$0
	Escalation to Mid-Point (See Summary)				$0
	BUILDING TOTAL	44,800	BGSF	$294.29	**$13,184,319**

Estimate excludes soft costs such as design fees, permits, testing / inspections, construction change order contingencies, loose fixtures / furnishings and sales tax.

No.	DETAILED ESTIMATE Description	Quantity	Unit of Measure	Unit Cost	Total Estimated Cost
A10	**FOUNDATIONS**				
	Foundations				
	Existing to Remain, Seismic Updates are EXCLUDED			$ -	$0
	Slab-on-Grade				
	Slab on Grade Allowance (Patch, Repair, Infill) - Allowance	44,800	gsf	$ 1.50	$67,200
	Misc. Concrete				
	Elevator Pits - No New			$ -	$0
	SUBTOTAL FOUNDATIONS	**44,800**	**BGSF**	**$1.50**	**$67,200**
A20	**BASEMENT CONSTRUCTION**				
	Basement Excavation				
	Basement Walls				
	Waterproofing				
	SUBTOTAL BASEMENT CONSTRUCTION	**44,800**	**BGSF**	**$0.00**	**$0**
B10	**SUPERSTRUCTURE**				
	Structural Concrete, CMU and Masonry				
	Patching for Misc. Changes & New System Routing	44,800	gsf	$ 3.00	$134,400
	Structural Steel				
	Existing to Remain, Seismic Updates are EXCLUDED			$ -	$0
	Misc. Metals - Allowance	44,800	gsf	$ 3.00	$134,400
	Fireproofing				
	Structural Steel Fireproofing - Existing to Remain			-	$0
	Firestopping - See Interior Partitions			-	$0
	SUBTOTAL SUPERSTRUCTURE	**44,800**	**BGSF**	**$6.00**	**$268,800**
B20	**EXTERIOR ENCLOSURE**				
	Exterior Wall & Soffits Construction				
	Existing EIFS to Remain - No Work (see patching allowance below)			$ -	$0
	Sallyport Upgrades	1	ls	$ 35,000	$35,000
	Exterior Windows and Doors				
	Replace Sallyport Doors	2	ea	$ 12,500	$25,000
	Adjust Existing Exterior Doors	1	ls	$ 20,000	$20,000
	Existing Exterior Windows to Remain - No Work			$ -	$0
	See Detention Equipment Below for Detention Glazing			$ -	$0
	Exterior Paint & Sealants				
	Misc. Painting and Patching	44,800	gsf	$ 1.50	$67,200
	SUBTOTAL EXTERIOR ENCLOSURE	**44,800**	**BGSF**	**$3.29**	**$147,200**

No.	DETAILED ESTIMATE Description	Quantity	Unit of Measure	Unit Cost	Total Estimated Cost
B30	**ROOFING**				
	Roof Coverings				
	Existing Roof Tear Off	30,250	sf	$ 3.00	$90,750
	Membrane Roofing System w/ Rigid Insulation	30,250	sf	$ 22.00	$665,500
	Flashing and Sheet Metal				
	Parapet Caps, Copings, and Miscellaneous Roof Flashing and Rough Carpentry	15%	on	$756,250	$113,438
	Skylights				
	None			$ -	$0
	Roof Accessories				
	Allowance (Walk Pads, hatches, etc..)	1	ls	$ 15,000	$15,000
	SUBTOTAL ROOFING	**44,800**	**BGSF**	**$19.75**	**$884,688**
C10	**INTERIOR CONSTRUCTION**				
	Partitions				
	GWP Partitions Allowance (very minor changes)	3,000	sf	$ 15.00	$45,000
	Protection & Patching of Existing to Remain, Misc. Carpentry, Sealants & Firestopping - Allowance	44,800	gsf	$ 4.00	$179,200
	Concrete & CMU Walls - See Superstructure Above			$ -	$0
	Interior Glazing				
	Existing to Remain			$ -	$0
	Misc. New HM Relites - Allowance	200	sf	$ 50.00	$10,000
	Interior Doors, Frames, Hardware				
	Misc. Door Adjustments Allowance (minor changes)	44,800	gsf	$ 2.50	$112,000
	Detention Doors & Hardware - See Detention Equipment			$ -	$0
	Fittings / Specialties				
	Toilet Accessories, per Staff Restroom (Youth Restrooms included w/ Detention Equipment	2	ea	$ 5,000	$10,000
	Janitorial Accessories	1	ea	$ 1,000	$1,000
	Visual Display Specialties - Allowance	1	ls	$ 10,000	$10,000
	Signage (Code and Wayfinding)	44,800	gsf	$ 0.50	$22,400
	New Operable Partition @ Multipurpose Room	1	ls	$ 50,000	$50,000
	Misc. Specialties Allowance (Lockers, FECs, Corner Guards, etc...)	44,800	gsf	$ 1.50	$67,200
	SUBTOTAL INTERIOR CONSTRUCTION	**44,800**	**BGSF**	**$11.31**	**$506,800**
C20	**STAIRS**				
	Stair Construction (inc. concrete, finishes & guard / hand rails)				
	New Ships Ladder to Roof	1	ls	$ 15,000	$15,000
	SUBTOTAL STAIRS	**44,800**	**BGSF**	**$0.33**	**$15,000**

No.	DETAILED ESTIMATE Description	Quantity	Unit of Measure	Unit Cost	Total Estimated Cost
C30	**INTERIOR FINISHES**				
	Wall Finishes				
	Paint to Walls, Doors, Frames and Misc.	44,800	gsf	$ 4.00	$179,200
	Primecoat Wall Finish - Detention Sleeping Rooms / Showers, Intake Showers, Youth Restrooms	19,710	sf	$ 35.00	$689,850
	Corridor Wainscots	822	lf	$ 80.00	$65,760
	Wall Tile - Staff Locker & Restrooms	1,520	sf	$ 35.00	$53,200
	Acoustical Wall Finishes	44,800	gsf	$ 2.50	$112,000
	Floor Finishes				
	Primecoat Floor Finish - Detention Sleeping Rooms / Showers, Intake Showers, Youth Restrooms	5,005	sf	$ 30.00	$150,150
	Seamless Base	2,191	lf	$ 35.00	$76,685
	Floor Tile - Staff Locker & Restrooms	820	sf	$ 30.00	$24,600
	Coved Base	345	lf	$ 35.00	$12,075
	Athletic Flooring, Synthetic - Gym & Exercise Room	3,745	sf	$ 18.00	$67,410
	Flooring & Wall Base Allowance, Carpet / Resilient / Sealed Conc. - Circulation, Classrooms, Office, etc…	35,230	sf	$ 9.00	$317,070
	Floor Prep & Protection	44,800	sf	$ 1.00	$44,800
	Ceiling Finishes				
	Sleeping Room Detention Ceilings (existing to remain)			$ -	$0
	Secure Metal Ceiling (Armstrong Securelock) - Low Height Main Circulation	2,745	sf	$ 30.00	$82,350
	Ceiling Finishes Refresh Allowance (Mixture of New ACT, New Tile in Existing Grid, New GWB and Patch Existing GWB)	33,875	sf	$ 7.00	$237,125
	Gym Ceiling - Paint	3,175	sf	$ 3.00	$9,525
	SUBTOTAL INTERIOR FINISHES	**44,800**	**BGSF**	**$47.36**	**$2,121,800**
D10	**CONVEYING SYSTEMS**				
	Elevators & Lifts				
	None Work Anticipated			$ -	$0
	SUBTOTAL CONVEYING SYSTEMS	**44,800**	**BGSF**	**$0.00**	**$0**
D20	**PLUMBING**				
	Plumbing				
	Replace all domestic water pipes in 1970s portion of the secure facility (routed through ceilings)	14,000	gsf	$ 10.52	$147,280
	Replace fixtures in Existing Gang Restrooms	2	ea	$ 27,000	$54,000
	New unisex restroom	2	ea	$ 11,500	$23,000
	Replace fixtures in Existing Staff Unisex Restrooms	2	ea	$ 5,300	$10,600
	New Detention Shower Fixtures (housing & intake)	12	ea	$ 8,973	$107,676
	Detention combi-unit in gym & intake area restrooms	4	ea	$ 4,988	$19,952
	Detention combi-unit in sleeping rooms to remain			$ -	$0
	New drains outside of housing showers	6	ea	$ 1,700	$10,200

No.	DETAILED ESTIMATE Description	Quantity	Unit of Measure	Unit Cost	Total Estimated Cost
	Clear / Repair blocked outdoors space drawings	6	ea	$ 1,500	$9,000
	SUBTOTAL PLUMBING	**44,800**	**BGSF**	**$8.52**	**$381,708**
D30	**HVAC**				
	HVAC				
	Replace HVAC Equipment (Water Source Heat pumps, Packaged Rooftop Units, Split Systems, Evaporative Coolers) and Hydronic Piping (1970s portion)	44,800	gsf	$ 55.00	$2,464,000
	All New Controls	44,800	gsf	$ 6.50	$291,200
	Misc. (minor duct revisions, diffusers, grills, etc…)	44,800	gsf	$ 5.00	$224,000
	SUBTOTAL HVAC	**44,800**	**BGSF**	**$66.50**	**$2,979,200**
D40	**FIRE PROTECTION**				
	Fire Protection				
	Adjust Existing Sprinkler System per Program Requirements (includes new cages on gym sprinkler heads)	44,800	gsf	$ 4.50	$201,600
	SUBTOTAL FIRE PROTECTION	**44,800**	**BGSF**	**$4.50**	**$201,600**
D50	**ELECTRICAL**				
	Electrical and LV Systems				
	New Housing Detention Grade Light Fixtures (in same locations as existing)	60	ea	$ 850.00	$51,000
	New standard light fixtures in non-housing areas (in same locations as existing)	30,300	gsf	$ 8.00	$242,400
	New Gym Light Fixtures	1	ls	$ 40,000	$40,000
	New lighting controls	44,800	gsf	$ 3.50	$156,800
	Replace fire alarm with new (assume reuse of some pathways)	44,800	gsf	$ 3.50	$156,800
	Communications System Upgrade (provide new modern MDF room with new gear & provide solid WiFi throughout)	44,800	gsf	$ 4.50	$201,600
	New security camera system	44,800	gsf	$ 5.00	$224,000
	New Locking Control System (existing pathways to remain, new PLC, 80 connections to new hardware in existing doors, 2 new stations at house and 1 new station at intake)	44,800	gsf	$ 11.00	$492,800
	New intercom system	44,800	gsf	$ 2.00	$89,600
	Emergency Call Buttons in Sleeping Rooms	38	ea	$ 800.00	$30,400
	Electric work for replacing existing heat pumps and packaged rooftop units and replacing evaporative coolers with DX cooling	44,800	gsf	$ 3.00	$134,400
	Non-Detention Access Control Card Readers - Allowance	44,800	gsf	$ 2.00	$89,600

No.	DETAILED ESTIMATE Description	Quantity	Unit of Measure	Unit Cost	Total Estimated Cost
	Misc. Scope TBD	44,800	gsf	$ 3.50	$156,800
	SUBTOTAL ELECTRICAL	**44,800**	**BGSF**	**$46.12**	**$2,066,200**
E10	**EQUIPMENT**				
	Equipment				
	Misc.	44,800	gsf	$ 1.00	$44,800
	Commercial Equipment				
	Kitchen Equipment to Remain - No Work			$ -	$0
	Institutional Washing Machines	2	ea	$ 20,000	$40,000
	Detention Equipment				
	Detention Doors, Frames & Hardware				
	Hardware Modifications for New Security System (Existing Doors and Frames to Remain) - Allowance	75	ea	$ 5,000.00	$375,000
	New Doors, Frames, Hardware - Allowance	10	ea	$ 17,500	$175,000
	Detention Glazing				
	Exterior Detention Windows @ Housing (replace failing units and remediate water intrusion) - Allowance	40	ea	$ 1,500.00	$60,000
	Living Area Glazing - Existing to Remain			$ -	$0
	Non-Contact Room Equipment (detention window w/ stainless steel counters each side, fixed stainless stool one side)	1	ea	$ 15,000	$15,000
	Detention Ceilings Systems				
	Existing to Remain			$ -	$0
	Detention Furnishings & Specialties				
	Sleeping Room Furnishing Sets (Bed, Wardrobe, Desk, Chair, Shelving Unit)	38	ea	$ 5,000	$190,000
	Shower Accessories	12	ea	$ 2,000	$24,000
	Restroom Accessories	5	ea	$ 3,000	$15,000
	SUBTOTAL EQUIPMENT	**44,800**	**BGSF**	**$20.96**	**$938,800**
E20	**CASEWORK & FURNISHINGS**				
	Fixed Millwork / Casework				
	Casework Allowance	44,800	gsf	$ 5.00	$224,000
	Window Treatment				
	New Roller Shades at Existing Classroom & Visitation Exterior Windows	1	ls	$ 10,000	$10,000
	Moveable Furnishings				
	EXCLUDED			$ -	$0
	SUBTOTAL FURNISHINGS	**44,800**	**BGSF**	**$5.22**	**$234,000**

No.	DETAILED ESTIMATE Description	Quantity	Unit of Measure	Unit Cost	Total Estimated Cost
F10	**SPECIAL CONSTRUCTION**				
	Special Facilities				
	New Housing Unit Raised Control Station Platforms	2	ea	$ 40,000	$80,000
	SUBTOTAL SPECIAL CONSTRUCTION	**44,800**	**BGSF**	**$1.79**	**$80,000**
F20	**SELECTIVE BUILDING DEMOLITION**				
	Building Interior Demolition				
	Demolition of Finishes	44,800	gsf	$ 3.00	$134,400
	Demolition of Old Sleeping Rooms	1	ls	$ 25,000	$25,000
	MEP Demolition	44,800	gsf	$ 3.00	$134,400
	Interior Construction Demolition (Partitions, Casework, etc…)	960	hrs	$ 90.00	$86,400
	Haul Off / Dump Fees	15%	on	$380,200	$57,030
	Hazardous Components Abatement				
	Allowance - Minimal Work Assumed	44,800	gsf	$ 3.00	$134,400
	SUBTOTAL SELECTIVE BUILDING DEMOLITION	**44,800**	**BGSF**	**$12.76**	**$571,630**
Z10	**GENERAL REQUIREMENTS**				
	General Conditions				
	See Summary			$ -	$0
	SUBTOTAL GENERAL REQUIREMENTS	**44,800**	**BGSF**	**$0.00**	**$0**

Project Owner:	**Benton County**	Architect:	DLR Group
Project Name:	**Benton Franklin Juvenile Center**	Project Duration:	See Summary
Project Location:	Kennewick, WA	Building GSF:	15,700
Project Start Date:	See Summary	Site GSF:	N/A
Estimate Date:	September 8, 2022		

ESTIMATE SUMMARY					
No.	Description	Quantity	Unit of Measure	Unit Cost	Total Estimated Cost
A10	Foundations	15,700	BGSF	$1.50	$23,550
A20	Basement Construction	15,700	BGSF	$0.00	$0
B10	Superstructure	15,700	BGSF	$2.00	$31,400
B20	Exterior Enclosure	15,700	BGSF	$1.50	$23,550
B30	Roofing	15,700	BGSF	$0.00	$0
C10	Interior Construction	15,700	BGSF	$14.66	$230,175
C20	Stairs	15,700	BGSF	$2.55	$40,000
C30	Interior Finishes	15,700	BGSF	$29.08	$456,570
D10	Conveying Systems	15,700	BGSF	$5.73	$90,000
D20	Plumbing	15,700	BGSF	$10.79	$169,336
D30	HVAC	15,700	BGSF	$57.00	$894,900
D40	Fire Protection	15,700	BGSF	$7.50	$117,750
D50	Electrical	15,700	BGSF	$40.19	$631,050
E10	Equipment	15,700	BGSF	$0.96	$15,000
E20	Casework & Furnishings	15,700	BGSF	$15.88	$249,250
F10	Special Construction	15,700	BGSF	$0.00	$0
F20	Selective Demolition	15,700	BGSF	$12.58	$197,520
	Building Construction Subtotal				**$3,170,051**
	Design Contingency			15.00%	$475,508
	Contractor Mark Up (See Summary)				$0
	Escalation to Mid-Point (See Summary)				$0
	BUILDING TOTAL	15,700	BGSF	$232.20	**$3,645,559**

Estimate excludes soft costs such as design fees, permits, testing / inspections, construction change order contingencies, loose fixtures / furnishings and sales tax.

No.	DETAILED ESTIMATE Description	Quantity	Unit of Measure	Unit Cost	Total Estimated Cost
A10	**FOUNDATIONS**				
	Foundations				
	Existing to Remain, Seismic Updates are EXCLUDED			$ -	$0
	Slab-on-Grade				
	Slab on Grade Allowance (Patch, Repair, Infill New Areas) - Allowance	15,700	gsf	$ 1.50	$23,550
	Misc. Concrete				
	Elevator Pits - No New			$ -	$0
	SUBTOTAL FOUNDATIONS	**15,700**	**BGSF**	**$1.50**	**$23,550**
A20	**BASEMENT CONSTRUCTION**				
	Basement Excavation				
	Basement Walls				
	Waterproofing				
	SUBTOTAL BASEMENT CONSTRUCTION	**15,700**	**BGSF**	**$0.00**	**$0**
B10	**SUPERSTRUCTURE**				
	Structural Concrete, CMU and Masonry				
	Existing to Remain, Seismic Updates are EXCLUDED			$ -	$0
	Structural Steel				
	Existing to Remain, Seismic Updates are EXCLUDED			$ -	$0
	Misc. Metals - Allowance	15,700	gsf	$ 2.00	$31,400
	Fireproofing				
	Structural Steel Fireproofing - Existing to Remain			-	$0
	Firestopping - See Interior Partitions			-	$0
	SUBTOTAL SUPERSTRUCTURE	**15,700**	**BGSF**	**$2.00**	**$31,400**
B20	**EXTERIOR ENCLOSURE**				
	Exterior Wall Construction				
	Existing to Remain - No Work			$ -	$0
	Exterior Windows and Doors				
	Existing EIFS to Remain - No Work (see patching allowance below)			$ -	$0
	Existing Exterior Windows to Remain - No Work			$ -	$0
	See Detention Equipment Below for Detention Glazing			$ -	$0
	Exterior Paint & Sealants				
	Misc. Painting and Patching	15,700	gsf	$ 1.50	$23,550
	SUBTOTAL EXTERIOR ENCLOSURE	**15,700**	**BGSF**	**$1.50**	**$23,550**

No.	DETAILED ESTIMATE Description	Quantity	Unit of Measure	Unit Cost	Total Estimated Cost
B30	**ROOFING**				
	Roof Coverings				
	None Work Anticipated			$ -	$0
	SUBTOTAL ROOFING	**15,700**	**BGSF**	**$0.00**	**$0**
C10	**INTERIOR CONSTRUCTION**				
	Partitions				
	GWP Partitions Allowance (minor changes)	4,500	sf	$ 15.00	$67,500
	Protection & Patching of Existing to Remain, Misc. Carpentry, Sealants & Firestopping - Allowance	15,700	gsf	$ 4.00	$62,800
	Concrete & CMU Walls - See Superstructure Above			$ -	$0
	Interior Glazing				
	Existing to Remain			$ -	$0
	Misc. New HM Relites - Allowance	200	sf	$ 50.00	$10,000
	Interior Doors, Frames, Hardware				
	Misc. Door Adjustments Allowance (minor changes)	15,700	gsf	$ 2.50	$39,250
	Detention Doors & Hardware - See Detention Equipment			$ -	$0
	Fittings / Specialties				
	Toilet Accessories, per Restroom	4	ea	$ 5,000	$20,000
	Janitorial Accessories	1	ea	$ 1,000	$1,000
	Visual Display Specialties - Allowance	1	ls	$ 10,000	$10,000
	Signage (Code and Wayfinding)	15,700	gsf	$ 0.50	$7,850
	Misc. Specialties Allowance (Lockers, FECs, Corner Guards, etc...)	15,700	gsf	$ 0.75	$11,775
	SUBTOTAL INTERIOR CONSTRUCTION	**15,700**	**BGSF**	**$14.66**	**$230,175**
C20	**STAIRS**				
	Stair Construction (inc. concrete, finishes & guard / hand rails)				
	New Exterior Egress Stair	1	ls	$ 40,000	$40,000
	SUBTOTAL STAIRS	**15,700**	**BGSF**	**$2.55**	**$40,000**
C30	**INTERIOR FINISHES**				
	Wall Finishes				
	Paint to Walls, Doors, Frames and Misc.	15,700	gsf	$ 3.00	$47,100
	Restroom Wall Tile - Staff Restrooms	2,300	sf	$ 30.00	$69,000
	Acoustical Wall Treatments - Courtroom	300	sf	$ 25.00	$7,500
	Floor Finishes				
	Floor Tile - Staff Locker & Restrooms	520	sf	$ 30.00	$15,600
	Coved Base	230	lf	$ 35.00	$8,050
	Flooring & Wall Base Allowance, Carpet / Resilient / Sealed Conc. - Circulation, Office, etc…	15,180	sf	$ 9.00	$136,620
	Floor Prep & Protection	15,700	sf	$ 1.00	$15,700

No.	DETAILED ESTIMATE Description	Quantity	Unit of Measure	Unit Cost	Total Estimated Cost
	Ceiling Finishes				
	New Ceiling Finishes (Mixture of ACT and GWB)	15,700	sf	$ 10.00	$157,000
	SUBTOTAL INTERIOR FINISHES	**15,700**	**BGSF**	**$29.08**	**$456,570**
D10	**CONVEYING SYSTEMS**				
	Elevators & Lifts				
	Residential Elevator / Wheel Chair Lift	1	ls	$ 90,000	$90,000
	SUBTOTAL CONVEYING SYSTEMS	**15,700**	**BGSF**	**$5.73**	**$90,000**
D20	**PLUMBING**				
	Plumbing				
	Plumbing for New Unisex Restrooms, Replace Fixtures in Existing Restrooms & New Domestic Water Piping	15,700	gsf	$ 10.79	$169,336
	SUBTOTAL PLUMBING	**15,700**	**BGSF**	**$10.79**	**$169,336**
D30	**HVAC**				
	HVAC				
	Replace Mechanical Equipment and Hydronic Piping (Water Source Heat Pumps, etc..)	15,700	gsf	$ 45.00	$706,500
	Allowance for duct changes to accommodate a small amount of partition changes (vast majority to remain as-is)	15,700	gsf	$ 5.50	$86,350
	All New Controls	15,700	gsf	$ 6.50	$102,050
	SUBTOTAL HVAC	**15,700**	**BGSF**	**$57.00**	**$894,900**
D40	**FIRE PROTECTION**				
	Fire Protection				
	New Fire Sprinkler System (not currently present), includes new riser	15,700	gsf	$ 7.50	$117,750
	SUBTOTAL FIRE PROTECTION	**15,700**	**BGSF**	**$7.50**	**$117,750**
D50	**ELECTRICAL**				
	Electrical and LV Systems				
	(3) main bolted pressure switches in the old building 1970's switchgear should be retrofitted with circuit breakers	1	ls	$ 135,000	$135,000
	New light fixtures (in same locations as existing)	15,700	gsf	$ 8.00	$125,600
	New lighting controls	15,700	gsf	$ 3.50	$54,950
	Allowance for electrical & LV work to accommodate a small amount of partition changes (vast majority of receptacles and data drops to remain)	15,700	gsf	$ 6.50	$102,050
	Replace fire alarm with new (assume reuse of some pathways)	15,700	gsf	$ 3.50	$54,950

No.	DETAILED ESTIMATE Description	Quantity	Unit of Measure	Unit Cost	Total Estimated Cost
	Electric work for replacing existing heat pumps	15,700	ea	$ 3.00	$47,100
	Non-Detention Access Control Card Readers - Allowance	15,700	gsf	$ 2.00	$31,400
	CCTV - Allowance	10	ea	$ 3,000.00	$30,000
	Courtroom AV - Allowance	1	ea	$ 50,000	$50,000
	SUBTOTAL ELECTRICAL	**15,700**	**BGSF**	**$40.19**	**$631,050**
E10	**EQUIPMENT**				
	Residential Equipment				
	Breakroom Appliance Package	1	ls	$ 15,000	$15,000
	Detention Equipment				
	None			$ -	$0
	SUBTOTAL EQUIPMENT	**15,700**	**BGSF**	**$0.96**	**$15,000**
E20	**CASEWORK & FURNISHINGS**				
	Fixed Millwork / Casework				
	Reception / Mail Room	1	ls	$ 25,000	$25,000
	Breakroom	1	ls	$ 15,000	$15,000
	Office Program Misc Casework Allowance	15,700	gsf	$ 2.50	$39,250
	Courtroom Millwork Package	1	ls	$ 150,000	$150,000
	Window Treatment				
	New Roller Shades at Existing Exterior Windows	1	ls	$ 20,000	$20,000
	Moveable Furnishings				
	EXCLUDED			$ -	$0
	SUBTOTAL FURNISHINGS	**15,700**	**BGSF**	**$15.88**	**$249,250**
F10	**SPECIAL CONSTRUCTION**				
	Special Facilities				
					$0
	SUBTOTAL SPECIAL CONSTRUCTION	**15,700**	**BGSF**	**$0.00**	**$0**
F20	**SELECTIVE BUILDING DEMOLITION**				
	Building Interior Demolition				
	Demolition of Finishes	15,700	gsf	$ 3.00	$47,100
	Demolition of Old Vault	1	ls	$ 15,000	$15,000
	MEP Demolition	15,700	gsf	$ 3.00	$47,100
	Interior Construction Demolition (Partitions, Casework, etc…)	240	hrs	$ 90.00	$21,600
	Haul Off / Dump Fees	15%	on	$130,800	$19,620

No.	DETAILED ESTIMATE Description	Quantity	Unit of Measure	Unit Cost	Total Estimated Cost
	Hazardous Components Abatement				
	Allowance - Minimal Work Assumed	15,700	gsf	$ 3.00	$47,100
	SUBTOTAL SELECTIVE BUILDING DEMOLITION	**15,700**	**BGSF**	**$12.58**	**$197,520**
Z10	**GENERAL REQUIREMENTS**				
	General Conditions				
	See Summary			$ -	$0
	SUBTOTAL GENERAL REQUIREMENTS	**15,700**	**BGSF**	**$0.00**	**$0**

Project Owner:	**Benton County**	Architect:	DLR Group
Project Name:	**Benton Franklin Juvenile Center**	Project Duration:	See Summary
Project Location:	Kennewick, WA	Building GSF:	3,600
Project Start Date:	See Summary	Site GSF:	N/A
Estimate Date:	September 8, 2022		

ESTIMATE SUMMARY					
No.	Description	Quantity	Unit of Measure	Unit Cost	Total Estimated Cost
A10	Foundations	3,600	BGSF	$29.00	$104,400
A20	Basement Construction	3,600	BGSF	$0.00	$0
B10	Superstructure	3,600	BGSF	$54.00	$194,400
B20	Exterior Enclosure	3,600	BGSF	$91.78	$330,400
B30	Roofing	3,600	BGSF	$27.90	$100,440
C10	Interior Construction	3,600	BGSF	$58.26	$209,750
C20	Stairs	3,600	BGSF	$0.00	$0
C30	Interior Finishes	3,600	BGSF	$31.00	$111,600
D10	Conveying Systems	3,600	BGSF	$0.00	$0
D20	Plumbing	3,600	BGSF	$7.00	$25,200
D30	HVAC	3,600	BGSF	$50.00	$180,000
D40	Fire Protection	3,600	BGSF	$7.50	$27,000
D50	Electrical	3,600	BGSF	$71.67	$258,000
E10	Equipment	3,600	BGSF	$2.00	$7,200
E20	Casework & Furnishings	3,600	BGSF	$50.17	$180,600
F10	Special Construction	3,600	BGSF	$6.94	$25,000
F20	Selective Demolition	3,600	BGSF	$12.36	$44,505
	Building Construction Subtotal				**$1,798,495**
	Design Contingency			15.00%	$269,774
	Contractor Mark Up (See Summary)				$0
	Escalation to Mid-Point (See Summary)				$0
	BUILDING TOTAL	3,600	BGSF	$574.52	**$2,068,269**

Estimate excludes soft costs such as design fees, permits, testing / inspections, construction change order contingencies, loose fixtures / furnishings and sales tax.

No.	DETAILED ESTIMATE Description	Quantity	Unit of Measure	Unit Cost	Total Estimated Cost
A10	**FOUNDATIONS**				
	Foundation Earthwork				
	Footing Excavation and Backfill - Included w/ Footings Allowance				
	Foundations				
	Footings & Stem Walls (Incl. Reinforcing and Excavation)	3,600	sf	$ 13.00	$46,800
	Slab-on-Grade				
	New Slab on Grade (includes basecourse and vapor barrier)	3,600	gsf	$ 15.00	$54,000
	Misc. Concrete				
	Misc	3,600	gsf	$ 1.00	$3,600
	SUBTOTAL FOUNDATIONS	**3,600**	**BGSF**	**$29.00**	**$104,400**
A20	**BASEMENT CONSTRUCTION**				
	SUBTOTAL BASEMENT CONSTRUCTION	**3,600**	**BGSF**	**$0.00**	**$0**
B10	**SUPERSTRUCTURE**				
	Structural Steel				
	Roof Structure (11 lbs / sf Allowance)	3,600	sf	$ 33.00	$118,800
	Lateral System	3,600	sf	$ 10.00	$36,000
	Metal Deck	3,600	sf	$ 5.00	$18,000
	Misc. Metals - Allowance	3,600	sf	$ 1.00	$3,600
	Fireproofing				
	Structural Steel Fireproofing	3,600	sf	$ 5.00	$18,000
	Firestopping - See Interior Partitions			-	$0
	SUBTOTAL SUPERSTRUCTURE	**3,600**	**BGSF**	**$54.00**	**$194,400**
B20	**EXTERIOR ENCLOSURE**				
	Exterior Wall Construction				
	Target Value Exterior Enclosure Allowance (Ext. Wall Assembly w/ EIFS to Match Existing)	2,520	sf	$ 65.00	$163,800
	Exterior Windows				
	Storefront Glazing Allowance (30% of enclosure)	1,080	sf	$ 85.00	$91,800
	Premium for Ballistic Rated (15% of Area)	162	sf	$ 150.00	$24,300
	Exterior Doors				
	Storefront, per leaf	3	ea	$ 7,500.00	$22,500
	Exterior Paint & Sealants				
	Exterior - Misc. Paint, Caulking, Joint Sealants and Patching of Existing EIFS (where new addition connects)	3,600	gsf	$ 5.00	$18,000

No.	DETAILED ESTIMATE Description	Quantity	Unit of Measure	Unit Cost	Total Estimated Cost
	Building Graphics				
	Allowance for Building Ext. Signage	1	ls	$ 10,000	$10,000
	SUBTOTAL EXTERIOR ENCLOSURE	**3,600**	**BGSF**	**$91.78**	**$330,400**
B30	**ROOFING**				
	Roof Coverings				
	Membrane Roof	3,600	sf	$ 22.00	$79,200
	Flashing and Sheet Metal				
	Fascia, Misc. Roof Flashing & Blocking	20%	on	$79,200	$15,840
	Skylights				
	None			$ -	$0
	Roof Accessories				
	Misc. Roof Accessories (Walk Pads, Hatches, Ladders)	3,600	sf	1.50	$5,400
	SUBTOTAL ROOFING	**3,600**	**BGSF**	**$27.90**	**$100,440**
C10	**INTERIOR CONSTRUCTION**				
	Partitions				
	GWP Partitions Allowance	6,450	sf	$ 15.00	$96,750
	Concrete & CMU Walls - See Superstructure Above			$ -	$0
	Interior Glazing				
	Misc. New - Allowance	1	ls	$ 10,000	$10,000
	Interior Doors, Frames, Hardware				
	Standard HM Dr, HM Frame, HW, Complete - per leaf	15	ea	$ 3,600.00	$54,000
	Int. Storefront	4	ea	$ 5,000.00	$20,000
	Fittings / Specialties				
	Toilet Partitions & Accessories - Staff Restrooms	1	ea	$ 10,000	$10,000
	Visual Display Specialties - Allowance	1	ls	$ 10,000	$10,000
	Signage (Code and Wayfinding)	3,600	gsf	$ 1.50	$5,400
	Misc. Specialties Allowance (FECs, Corner Guards, etc...)	3,600	gsf	$ 1.00	$3,600
	SUBTOTAL INTERIOR CONSTRUCTION	**3,600**	**BGSF**	**$58.26**	**$209,750**
C20	**STAIRS**				
	Stair Construction (inc. concrete, finishes & guard / hand rails)				
	None Work Anticipated			$ -	$0
	SUBTOTAL STAIRS	**3,600**	**BGSF**	**$0.00**	**$0**

No.	DETAILED ESTIMATE Description	Quantity	Unit of Measure	Unit Cost	Total Estimated Cost
C30	**INTERIOR FINISHES**				
	Wall Finishes				
	Paint to Walls, Doors, Frames and Misc.	3,600	gsf	$ 3.00	$10,800
	Restroom Wall Tile - Restrooms	350	sf	$ 30.00	$10,500
	Acoustical Wall Treatments - Courtroom	300	sf	$ 25.00	$7,500
	Floor Finishes				
	Floor Finish Allowance	3,600	sf	$ 10.00	$36,000
	Floor Prep & Protection	3,600	sf	$ 1.00	$3,600
	Ceiling Finishes				
	Ceiling Finish Allowance	3,600	sf	$ 12.00	$43,200
	SUBTOTAL INTERIOR FINISHES	**3,600**	**BGSF**	**$31.00**	**$111,600**
D10	**CONVEYING SYSTEMS**				
	SUBTOTAL CONVEYING SYSTEMS	**3,600**	**BGSF**	**$0.00**	**$0**
D20	**PLUMBING**				
	Plumbing				
	Plumbing Complete for New Addition	3,600	gsf	$ 7.00	$25,200
	SUBTOTAL PLUMBING	**3,600**	**BGSF**	**$7.00**	**$25,200**
D30	**HVAC**				
	HVAC				
	HVAC System Complete for New Addition	3,600	gsf	$ 50.00	$180,000
	SUBTOTAL HVAC	**3,600**	**BGSF**	**$50.00**	**$180,000**
D40	**FIRE PROTECTION**				
	Fire Protection				
	New Sprinkler System	3,600	gsf	$ 7.50	$27,000
	SUBTOTAL FIRE PROTECTION	**3,600**	**BGSF**	**$7.50**	**$27,000**

No.	DETAILED ESTIMATE Description	Quantity	Unit of Measure	Unit Cost	Total Estimated Cost
D50	**ELECTRICAL**				
	Electrical and LV Systems				
	Electrical System Complete for New Addition	3,600	gsf	$ 55.00	$198,000
	Courtroom AV Allowance	1	ls	$ 60,000	$60,000
	SUBTOTAL ELECTRICAL	**3,600**	**BGSF**	**$71.67**	**$258,000**
E10	**EQUIPMENT**				
	Equipment				
	Misc.	3,600	gsf	$ 2.00	$7,200
	SUBTOTAL EQUIPMENT	**3,600**	**BGSF**	**$2.00**	**$7,200**
E20	**CASEWORK & FURNISHINGS**				
	Fixed Millwork / Casework				
	Office Program Misc Casework Allowance	3,600	gsf	$ 2.50	$9,000
	Courtroom Millwork Package	1	ls	$ 150,000	$150,000
	Window Treatment				
	New Roller Shades at Existing Exterior Windows	1,080	sf	$ 20	$21,600
	Moveable Furnishings				
	EXCLUDED			$ -	$0
	SUBTOTAL FURNISHINGS	**3,600**	**BGSF**	**$50.17**	**$180,600**
F10	**SPECIAL CONSTRUCTION**				
	Special Facilities				
	Security Station	1	ls	$ 25,000	$25,000
	SUBTOTAL SPECIAL CONSTRUCTION	**3,600**	**BGSF**	**$6.94**	**$25,000**
F20	**SELECTIVE BUILDING DEMOLITION**				
	Selective Demolition				
	Demolition of Existing Exterior Enclosure to Add New Addition	3,150	sf	$ 10.00	$31,500
	Misc. Demo	80	hrs	$ 90.00	$7,200
	Haul Off / Dump Fees	15%	on	$38,700	$5,805
	Hazardous Components Abatement				
	See Renovation Estimates			$ -	$0
	SUBTOTAL SELECTIVE BUILDING DEMOLITION	**3,600**	**BGSF**	**$12.36**	**$44,505**

DETAILED ESTIMATE					
No.	Description	Quantity	Unit of Measure	Unit Cost	Total Estimated Cost
Z10	**GENERAL REQUIREMENTS**				
	General Conditions				
	See Summary			$ -	$0
	SUBTOTAL GENERAL REQUIREMENTS	**3,600**	**BGSF**	**$0.00**	**$0**

Project Owner:	**Benton County**	Architect:	DLR Group
Project Name:	**Benton Franklin Juvenile Center**	Project Duration:	See Summary
Project Location:	Kennewick, WA	Building GSF:	10,900
Project Start Date:	See Summary	Site GSF:	N/A
Estimate Date:	September 8, 2022		

ESTIMATE SUMMARY					
No.	Description	Quantity	Unit of Measure	Unit Cost	Total Estimated Cost
A10	Foundations	10,900	BGSF	$4.80	$52,340
A20	Basement Construction	10,900	BGSF	$0.00	$0
B10	Superstructure	10,900	BGSF	$15.32	$166,960
B20	Exterior Enclosure	10,900	BGSF	$20.32	$221,470
B30	Roofing	10,900	BGSF	$1.58	$17,200
C10	Interior Construction	10,900	BGSF	$33.62	$366,500
C20	Stairs	10,900	BGSF	$0.00	$0
C30	Interior Finishes	10,900	BGSF	$25.38	$276,600
D10	Conveying Systems	10,900	BGSF	$0.00	$0
D20	Plumbing	10,900	BGSF	$2.06	$22,500
D30	HVAC	10,900	BGSF	$50.00	$545,000
D40	Fire Protection	10,900	BGSF	$7.50	$81,750
D50	Electrical	10,900	BGSF	$45.00	$490,500
E10	Equipment	10,900	BGSF	$2.00	$21,800
E20	Casework & Furnishings	10,900	BGSF	$6.39	$69,670
F10	Special Construction	10,900	BGSF	$0.00	$0
F20	Selective Demolition	10,900	BGSF	$9.16	$99,820
	Building Construction Subtotal				**$2,432,110**
	Design Contingency			15.00%	$364,817
	Contractor Mark Up (See Summary)				$0
	Escalation to Mid-Point (See Summary)				$0
	BUILDING TOTAL	10,900	BGSF	$256.60	**$2,796,927**

Estimate excludes soft costs such as design fees, permits, testing / inspections, construction change order contingencies, loose fixtures / furnishings and sales tax.

No.	DETAILED ESTIMATE Description	Quantity	Unit of Measure	Unit Cost	Total Estimated Cost
A10	**FOUNDATIONS**				
	Foundation Earthwork				
	Footing Excavation and Backfill - Included w/ Footings Allowance				
	Foundations				
	Footings & Stem Walls (Incl. Reinforcing and Excavation)	30	cy	$ 850.00	$25,500
	Slab-on-Grade				
	New Slab on Grade (includes basecourse and vapor barrier)	360	gsf	$ 15.00	$5,400
	Slab on Grade Allowance (Patch, Repair, Infill New Areas) - Allowance	10,540	gsf	$ 1.00	$10,540
	Misc. Concrete				
	Misc	10,900	gsf	$ 1.00	$10,900
	SUBTOTAL FOUNDATIONS	**10,900**	**BGSF**	**$4.80**	**$52,340**
A20	**BASEMENT CONSTRUCTION**				
	SUBTOTAL BASEMENT CONSTRUCTION	**10,900**	**BGSF**	**$0.00**	**$0**
B10	**SUPERSTRUCTURE**				
	Structural Steel				
	Connector Roof Structure (11 lbs / sf Allowance)	3,960	sf	$ 38.50	$152,460
	Metal Deck	360	sf	$ 5.00	$1,800
	Misc. Metals - Allowance	10,900	sf	$ 1.00	$10,900
	Fireproofing				
	Structural Steel Fireproofing	360	sf	$ 5.00	$1,800
	Firestopping - See Interior Partitions			-	$0
	SUBTOTAL SUPERSTRUCTURE	**10,900**	**BGSF**	**$15.32**	**$166,960**
B20	**EXTERIOR ENCLOSURE**				
	Exterior Wall Construction				
	New Connector - Target Value Exterior Enclosure Allowance (Ext. Wall Assembly w/ EIFS to Match Existing)	1,449	sf	$ 65.00	$94,185
	Exterior Windows				
	New Connector Storefront Glazing Allowance (30% of enclosure)	621	sf	$ 85.00	$52,785
	Existing Windows to Remain, No Work			$ -	$0
	Exterior Doors				
	Misc. Adjustments to Existing Doors	1	ls	$ 10,000	$10,000
	Exterior Paint & Sealants				
	Exterior - Misc. Paint, Caulking, Joint Sealants and Patching of Existing EIFS	10,900	gsf	$ 5.00	$54,500

No.	DETAILED ESTIMATE Description	Quantity	Unit of Measure	Unit Cost	Total Estimated Cost
	Building Graphics				
	Allowance for Building Ext. Signage	1	ls	$ 10,000	$10,000
	SUBTOTAL EXTERIOR ENCLOSURE	**10,900**	**BGSF**	**$20.32**	**$221,470**
B30	**ROOFING**				
	Roof Coverings				
	Existing Roof to Remain, No Work			$ -	$0
	Membrane Roof @ Connector	360	sf	$ 20.00	$7,200
	Flashing and Sheet Metal				
	Fascia, Misc. Roof Flashing & Blocking	1	ls	$5,000	$5,000
	Skylights				
	None			$ -	$0
	Roof Accessories				
	Misc. Roof Accessories (Walk Pads, Hatches, Ladders)	1	ls	5,000.00	$5,000
	SUBTOTAL ROOFING	**10,900**	**BGSF**	**$1.58**	**$17,200**
C10	**INTERIOR CONSTRUCTION**				
	Partitions				
	GWP Partitions Allowance (open concept floor plan)	11,550	sf	$ 15.00	$173,250
	Concrete & CMU Walls - See Superstructure Above			$ -	$0
	Interior Glazing				
	Misc. New - Allowance	1	ls	$ 20,000	$20,000
	Interior Doors, Frames, Hardware				
	Standard HM Dr, HM Frame, HW, Complete - per leaf	35	ea	$ 3,600.00	$126,000
	Int. Storefront - None			$ -	$0
	Fittings / Specialties				
	Toilet Partitions & Accessories - Staff Restrooms	1	ea	$ 10,000	$10,000
	Visual Display Specialties - Allowance	1	ls	$ 10,000	$10,000
	Signage (Code and Wayfinding)	10,900	gsf	$ 1.50	$16,350
	Misc. Specialties Allowance (FECs, Corner Guards, etc...)	10,900	gsf	$ 1.00	$10,900
	SUBTOTAL INTERIOR CONSTRUCTION	**10,900**	**BGSF**	**$33.62**	**$366,500**
C20	**STAIRS**				
	Stair Construction (inc. concrete, finishes & guard / hand rails)				
	None Work Anticipated			$ -	$0
	SUBTOTAL STAIRS	**10,900**	**BGSF**	**$0.00**	**$0**

No.	DETAILED ESTIMATE Description	Quantity	Unit of Measure	Unit Cost	Total Estimated Cost
C30	**INTERIOR FINISHES**				
	Wall Finishes				
	Paint to Walls, Doors, Frames and Misc.	10,900	gsf	$ 3.00	$32,700
	Restroom Wall Tile - Existing to Remain			$ -	$0
	Acoustical Wall Treatments - Classrooms	3	ea	$ 5,000.00	$15,000
	Floor Finishes				
	Floor Finish Allowance	10,900	sf	$ 10.00	$109,000
	Floor Prep & Protection	10,900	sf	$ 1.00	$10,900
	Ceiling Finishes				
	Ceiling Finish Allowance - (New ACT ceiling required for install of sprinkler system)	10,900	sf	$ 10.00	$109,000
	SUBTOTAL INTERIOR FINISHES	**10,900**	**BGSF**	**$25.38**	**$276,600**
D10	**CONVEYING SYSTEMS**				
	SUBTOTAL CONVEYING SYSTEMS	**10,900**	**BGSF**	**$0.00**	**$0**
D20	**PLUMBING**				
	Plumbing				
	New Plumbing Fixtures in Existing Restroom Locations	1	ls	$ 22,500	$22,500
	SUBTOTAL PLUMBING	**10,900**	**BGSF**	**$2.06**	**$22,500**
D30	**HVAC**				
	HVAC				
	Office Tenant Improvement Allowance	10,900	gsf	$ 50.00	$545,000
	SUBTOTAL HVAC	**10,900**	**BGSF**	**$50.00**	**$545,000**
D40	**FIRE PROTECTION**				
	Fire Protection				
	New Sprinkler System	10,900	gsf	$ 7.50	$81,750
	SUBTOTAL FIRE PROTECTION	**10,900**	**BGSF**	**$7.50**	**$81,750**

No.	DETAILED ESTIMATE Description	Quantity	Unit of Measure	Unit Cost	Total Estimated Cost
D50	**ELECTRICAL**				
	Electrical and LV Systems				
	Electrical System Requirements for Renovation (incl. new lights, light controls, fire alarm, etc…)	10,900	gsf	$ 45.00	$490,500
	SUBTOTAL ELECTRICAL	**10,900**	**BGSF**	**$45.00**	**$490,500**
E10	**EQUIPMENT**				
	Equipment				
	Misc.	10,900	gsf	$ 2.00	$21,800
	SUBTOTAL EQUIPMENT	**10,900**	**BGSF**	**$2.00**	**$21,800**
E20	**CASEWORK & FURNISHINGS**				
	Fixed Millwork / Casework				
	Office Program Misc Casework Allowance	10,900	gsf	$ 2.50	$27,250
	Classrooms	3	ea	$ 10,000	$30,000
	Window Treatment				
	New Roller Shades at Existing Exterior Windows	621	sf	$ 20	$12,420
	Moveable Furnishings				
	EXCLUDED			$ -	$0
	SUBTOTAL FURNISHINGS	**10,900**	**BGSF**	**$6.39**	**$69,670**
F10	**SPECIAL CONSTRUCTION**				
	Special Facilities				
	SUBTOTAL SPECIAL CONSTRUCTION	**10,900**	**BGSF**	**$0.00**	**$0**
F20	**SELECTIVE BUILDING DEMOLITION**				
	Selective Demolition				
	Demolition of Finishes	10,900	gsf	$ 3.00	$32,700
	MEP Demolition	10,900	gsf	$ 1.00	$10,900
	Interior Construction Demolition (Partitions, Casework, etc…)	480	hrs	$ 90.00	$43,200
	Haul Off / Dump Fees	15%	on	$86,800	$13,020
	Hazardous Components Abatement				
	See Renovation Estimates			$ -	$0
	SUBTOTAL SELECTIVE BUILDING DEMOLITION	**10,900**	**BGSF**	**$9.16**	**$99,820**

DETAILED ESTIMATE					
No.	Description	Quantity	Unit of Measure	Unit Cost	Total Estimated Cost
Z10	**GENERAL REQUIREMENTS**				
	General Conditions				
	See Summary			$ -	$0
	SUBTOTAL GENERAL REQUIREMENTS	**10,900**	**BGSF**	**$0.00**	**$0**

Project Owner:	**Benton County**	Architect:	DLR Group
Project Name:	**Benton Franklin Juvenile Center**	Project Duration:	TBD
Project Location:	**Kennewick, WA**	Building GSF:	-
Start Date:	Q3, 2023	Site GSF:	10,000
Estimate Date:	September 8, 2022		

ESTIMATE SUMMARY					
No.	Description	Quantity	Unit of Measure	Unit Cost	Total Estimated Cost
G10	Site Preparation	10,000	sga	$10.50	$105,000
G20	Site Improvements	10,000	sga	$8.50	$85,000
G30	Site Civil / Mech Utilities	10,000	sga	$12.00	$120,000
G40	Site Electrical Utilities	10,000	sga	$13.75	$137,500
G50	Other Site Construction	10,000	sga	$0.00	$0
Sitework Subtotal					**$447,500**
	Design Contingency			15.00%	$67,125
	Contractor Mark Up (See Summary)				$0
	Escalation to Mid-Point (See Summary)				$0
SITE GRAND TOTAL		10,000	SGA	$51.46	**$514,625**

Estimate excludes soft costs such as design fees, permits, testing / inspections, construction change order contingencies, loose fixtures / furnishings and sales tax.

No.	DETAILED ESTIMATE Description	Quantity	Unit of Measure	Unit Cost	Total Estimated Cost
G10	**SITE PREPARATON**				
	Mobilization	1	ls	20,000.00	$20,000
	Site Demolition & Relocation				
	Site Clearing / Demo for New Addition & Annex Connector	10,000	sga	3.00	$30,000
	Site Earthwork				
	TESC Erosion Control	1	ls	5,000	$5,000
	Excavation & Grading for New Addition & Paving	10,000	sga	5.00	$50,000
	Hazardous Waste Remediation				
	None Included				
	SUBTOTAL SITE PREPARATON	**10,000**	**SGA**	**$10.50**	**$105,000**
G20	**SITE IMPROVEMENTS**				
	Asphalt Paving (Base Courses Included)				
	See Add Alternate for Grind and Overlay of Existing Parking Lots			-	$0
	Concrete Site Work (Base Courses Included)				
	Misc. Paving for New Addition & Replace Failed Existing	5,000	sf	10.00	$50,000
	Pavement Markings/Site Signage				
	Misc. Striping Changes, Signage	1	ls	5,000.00	$5,000
	Site Development				
	Misc. Entrance Improvements (Seat Walls, Site Furnishings, Etc…)	1	ls	15,000.00	$15,000
	Fencing - No New				
	Landscaping/Irrigation				
	Landscaping & Irrigation Adjustments for New Addition	1	ls	10,000.00	$10,000
	Repair Existing Irrigation System (4 zones inoperable)	1	ls	5,000.00	$5,000
	SUBTOTAL SITE IMPROVEMENTS	**10,000**	**SGA**	**$8.50**	**$85,000**
G30	**SITE CIVIL / MECHANICAL UTILITIES**				
	Water Service				
	New Fire Water Line for Annex	1	ls	$ 25,000.00	$25,000
	Reroute Firewater to New Riser Room for Building Addition	1	ls	$ 15,000.00	$15,000
	Misc. Domestic Water Adjustments	1	ls	$ 10,000.00	$10,000
	Sanitary Sewer Systems				
	Re-Route Sewer Lines to Avoid Conflict w/ New Addition	1	ls	$ 50,000.00	$50,000
	Storm Drainage				
	System Upgrades for New Addition (includes budget for swales / infiltration)	1	ls	$ 15,000.00	$15,000
	Misc.				
	Existing Street Surface Repair/Traffic Control	1	ls	5,000.00	$5,000
	SUBTOTAL SITE CIVIL / MECHANICAL UTILITIES	**10,000**	**SGA**	**$12.00**	**$120,000**

No.	DETAILED ESTIMATE Description	Quantity	Unit of Measure	Unit Cost	Total Estimated Cost
G40	**SITE ELECTRICAL UTILITIES**				
	Electrical and Telecom Utilities				
	Misc. Electrical Utility Adjustments for New Additions	1	ls	$ 25,000.00	$25,000
	EV Charging Stations, 17 stalls (required per WAC 51-50-0429)	9	ea	$ 7,500.00	$67,500
	Replace Exterior Building Lights & Repair Parking Lot Lighting	1	ls	$ 45,000.00	$45,000
	SUBTOTAL SITE ELECTRICAL UTILITIES	**10,000**	**SGA**	**$13.75**	**$137,500**
G50	**OTHER SITE CONSTRUCTION**				
	SUBTOTAL OTHER SITE CONSTRUCTION	**10,000**	**SGA**	**$0.00**	**$0**
Z10	**GENERAL REQUIREMENTS**				
	General Conditions				
	See Summary				
	SUBTOTAL GENERAL REQUIREMENTS	**10,000**	**SGA**	**$0.00**	**$0**

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Alt No.	ESTIMATE BREAKOUTS Description	Quantity	Unit of Measure	Unit Cost	Total Estimated Cost
1	**New Generator**				
	Electrical				
	Replace existing generator with a 450kW diesel generator with 200A and 600A transfer switches and distribution panels for each branch respectively	1	ls	188,250	$188,250
	SUBTOTAL				**$188,250**
	Contingency			15.00%	$28,238
	Markups (See Summary)				See Summary
	Escalation to Mid-Point (See Summary)				See Summary
	TOTAL ESTIMATED CONSTRUCTION COSTS				**$216,488**
2	**Secure Facility - Security Electronics, Fire Alarm & Comm. System Retrofit**				
	Electrical				
	Replace fire alarm with new (assume reuse of some pathways)	44,800	gsf	$ 3.50	$156,800
	Communications System Upgrade (provide new modern MDF room with new gear & provide solid WiFi throughout)	44,800	gsf	$ 4.50	$201,600
	New security camera system	44,800	gsf	$ 5.00	$224,000
	New Locking Control System (existing pathways to remain, new PLC, 80 connections to new hardware in existing doors, 2 new stations at house and 1 new station at intake)	44,800	gsf	$ 11.00	$492,800
	New intercom system	44,800	gsf	$ 2.00	$89,600
	Emergency Call Buttons in Sleeping Rooms	38	ea	$ 800.00	$30,400
	Electric work for replacing existing heat pumps and packaged rooftop units and replacing evaporative coolers with DX cooling	44,800	gsf	$ 3.00	$134,400
	Architectural				
	Building Interior Construction and Finishes Cut and Patch - Allowance	44,800	sf	$ 2.00	$89,600
	Special Facilities				
	New Housing Unit Raised Control Station Platforms	2	ea	$ 40,000	$80,000
	SUBTOTAL				**$1,499,200**
	Contingency			15.00%	$224,880
	Markups (See Summary)				See Summary
	Escalation to Mid-Point (See Summary)				See Summary
	TOTAL ESTIMATED CONSTRUCTION COSTS				**$1,724,080**

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ESTIMATE BREAKOUTS		Quantity	Unit of Measure	Unit Cost	Total Estimated Cost
Alt No.	Description				
3	**Secure Facility - HVAC Plumbing & Fire Protection Retrofit**				
	MEP Systems				
	Plumbing (see Secure Facility Estimate for breakdown)	44,800	gsf	8.52	$381,708
	HVAC (see Secure Facility Estimate for breakdown)	44,800	gsf	66.50	$2,979,200
	Fire Protection (see Secure Facility Estimate for breakdown)	44,800	gsf	4.50	$201,600
	Architectural				
	Building Interior Construction and Finishes Cut and Patch - Allowance	44,800	gsf	$ 3.00	$134,400
	Restroom and Shower Finishes & Accessories	1	ls	$ 153,750	$153,750
	SUBTOTAL				**$3,850,658**
	Contingency			15.00%	$577,599
	Markups (See Summary)				See Summary
	Escalation to Mid-Point (See Summary)				See Summary
	TOTAL ESTIMATED CONSTRUCTION COSTS				**$4,428,257**
4	**Old Roof Replacement**				
	Roof Coverings				
	Existing Roof Tear Off	30,250	sf	$ 3.00	$90,750
	Membrane Roofing System w/ Rigid Insulation	30,250	sf	$ 22.00	$665,500
	Flashing and Sheet Metal				
	Parapet Caps, Copings, and Miscellaneous Roof Flashing and Rough Carpentry	15%	on	$756,250	$113,438
	Skylights				
	None			$ -	$0
	Roof Accessories				
	Allowance (Walk Pads, hatches, etc..)	1	ls	$ 15,000	$15,000
	SUBTOTAL				**$884,688**
	Contingency			15.00%	$132,703
	Markups (See Summary)				See Summary
	Escalation to Mid-Point (See Summary)				See Summary
	TOTAL ESTIMATED CONSTRUCTION COSTS				**$1,017,391**

Architectural Scope

The objective of the project is to address the deferred maintenance found throughout the Benton Franklin Juvenile Correction Center, in order to ensure the building can meet the Counties needs over the next 50+ years. Water and power inefficiencies have damaged the building and impacted its systems and operations. The engineering criteria addresses requirements needed to bring the building up to current standards.

In August 2022, an energy audit of the building was performed by Sazan, providing beneficial information on the efficiencies monitored throughout the building. The plan for renovation will include these issues, as required.

Facility departments and user groups completed the program assessment over a two week period in May 2022. At the time of the program assessment, the project was conceived to be a renovation of a department within the existing Benton County Justice Center. Ultimately, a space requirement review determined the allowable area within the Justice Center would not meet programmatic needs. Department's minimal space needs could not be arranged within the Justice Center Building. At this time, it was determined the best solution is to renovate the existing Benton Franklin Juvenile Correction Center. The advantages for renovating the existing facility include:

1. Many departments operate efficiently in their current arrangement and location. Certain departments remain smaller than the "minimally compliant" recommendations provided by the space list program. The County is aware the buildings conditions and constraints, therefore their operations would remain effective and optimized.
2. The separation of adult operations of the Jail and Court at the Justice Center would not impact the operations of the Juvenile that require sight and sound separation controlled by the State Department of Children, Youth, and Families.

Operations of Juvenile that require sight and sound separation (controlled by the State Department of Children, Youth, and Families) would not be impacted by the separation of adult jail and court operations at the Justice Center.

3. The existing BFJJC is approximately 66,000 SF. The neighboring Annex building, included in the scope of work, is an additional 9,000 SF. This total area aligns closely with the recommended space list.

The existing building was constructed in two time periods. The original building was built in 1979 and an extensive addition was built in 1996. The Annex was built in 1979 and recently renovated.

The original 1979 building consisted of CMU construction with an exterior stucco finish. The CMU construction in a combination of double wythe 6" CMU or 8" security CMU. The floor structure is typically 12" high (roof) or 8" high (floor) precast hollow core plank. In the 1996 addition, the exterior stucco was replaced with EIFS. The gymnasium, courtroom, administration, housing units and other program areas remain from the original 1979 building. The original housing units are currently used for program spaces and storage.

The Departments to Remain "As-Is"

The departments noted to remain "as-is" will keep their existing configuration. "As-is" spaces will be upgraded to meet operational needs and deferred maintenance will be addressed. The departments chosen to remain "as-is" cannot be easily reconfigured within the existing building footprint and are operationally efficient. The County noted the departments are functional and will meet their long term needs.

These areas include:

- Gymnasium
- Housing units (4 pods)
- Laundry
- Food Service
- Medical
- Intake & Booking
- Classrooms
- Visitation

Minor modifications are required in addition to the engineering systems described. All "as-is" spaces listed above will be entirely repainted to provide a fresh, updated palette and damaged walls will be addressed.

Gymnasium

The gymnasiums interior materials are failing and must be replaced. The walls are framed GWB over a CMU wall. Water infiltration has damaged the framed wall finishes, requiring the interior wall finishes to be replaced. The gym floor must be replaced. Lighting will be replaced with appropriate grade gym fixtures.

Housing Units

The housing unit locations and configuration cannot be modified. There are eight youth sleeping rooms per pod. In each room there are two metal bunks bolted to the CMU walls, a desk, and a shelf unit. This furniture should be removed, and all holes patched and repaired as needed.

Doors at the sleeping rooms should remain as is, unless removal is required for new door controls per the security engineering documents.

The remaining sleeping rooms shall either be converted into a program room or an ADA shower. A minimum of two units require the room to be made into an ADA shower. The addition of and ADA shower requires new plumbing, connecting the existing shower drainage and plumbing to the new ADA shower. A shower surface system, such as Decofloor or Prime Coat, will be used as the basis of design. Proper drainage must be provided in the room to prevent spillage into the adjacent dayrooms.

In order to limit floor cutting and connection issues, a new floor drain shall be provided near the shower in the dayroom. This floor drain does not require sloped floors, since staff squeegee water to the drain.

Each dayroom will have a monetary allowance in the estimate provided for youth amenities. These amenities include televisions, program space, or other supportive benefits.

The control stations within the corridor will remain as is. One unit may reconfigure the computer connection location and allow visibility in the opposite direction, as noted by the facilities manager. The control stations will not require security barriers and will remain open. Power, data, etc. will remain as is. Refer to the security controls narrative for relevant modifications to locking controls between the control stations and the sleeping rooms.

Laundry

The configuration of the laundry room is adequate as is. New laundry equipment provided will match the existing equipment sizes. For future maintenance of the laundry units, a line-item cost of a new roll up door is included. This door is limited to 6'-0" wide by 8'-0" tall (or similar) based on standard dimensions.

Food Service

The kitchen and associated spaces are in good condition and do not require extensive reconfiguration. Per the mechanical information, the air conditioning of the space is not functional and shall be replaced.

The exterior 4'-0" wide door leading to the loading area is a security concern because youth may be able to exit through the door. To address this security concern, a small vestibule should be added to the exterior of the building to create a small sallyport. The space may be classified as "exterior space" to mitigate temperate issues that may be cost prohibitive. The door will match the specifications of an exterior security door.

Medical

The medical space is in good condition. The toilet within the department is not ADA accessible. It is recommended that one of the exam rooms is converted into a youth toilet room. Door to the room should open outward. Windows in the room should be either removed and replaced with solid CMU wall material or covered with a solid material that cannot be easily damaged, such as security spandrel glass. The room should have a security level sink, mirror, porcelain toilet, accessories, grab rails, etc.

The Medications Room requires a secure access control lock, per the security controls narrative.

Intake and Booking

The configuration of the intake and booking will remain except for two areas; the Search / Shower area and the Control Room.

The Search Shower area will be reconfigured to be one shower and a Search / Changing area. The chase walls will be demolished. The shower area will have a shower system finish, such as Decofloor or Prime Coat as the basis of design. The search area does not require a watertight system. The search area will include a bench and anti-ligature hooks for the youth to hang clothes.

The intake room shall be upgraded to meet the requirements of a security room. The pre-intake office location outside the control room should be enclosed as a vestibule. The creation of a vestibule increases security, since cameras and locking controls are located there.

The three cages within the Intake area shall be demolished. Walls and floors shall be repaired as required.

The safety closer on the vehicle sallyport doors is not operational and shall either be replaced, or the entire doors shall be replaced.

Classrooms

The detention classrooms will remain as is with allowance for enhanced classroom features. The classroom features include interactive touchscreen boards, wall mounted monitors, additional computer terminals, etc. Visibility and accessibility to the detention classrooms are sufficient.

The two toilet rooms adjacent to room A150 shall be demolished and the space will be reclaimed by classroom A150.

Visitation

The configuration of the visitation area is acceptable and will remain as is. The public will use the visitation entry during after hours, when the main entrance is closed. Visitation vicinity doors must be secured.

Amenities to provide video visitation in the smaller rooms should be available for future installation (data / power, lighting, etc.).

The Departments to be Reconfigured

Portions of the current building are not being used efficiently or do not fit their programmatic needs, resulting in the need for reconfiguration. These spaces will remain in a similar vicinity and will involve demolition and/or reconstruction of the space.

These departments include:

- Programs space west of Gym
- High Security Housing unit east of the Gym
- Courts
- Front Entrance
- Administration
- Annex

Programs Space West

The west medium security housing units from the original 1979 construction are underutilized. These units are unusable due to significant systems damage from floods and disrepair. Upgrades to the spaces will ensure programmatic needs are met.

The lower level of the programs area is a sub-floor to the gymnasium. The lower-level units are accessible by stair to from the gym level. Addressing accessibility to these lower units is cost prohibitive, therefore these areas will be used for long term facility storage.

The upper level is parallel to the main corridor and accessed through a door to the hallway. The south program space will be dedicated to the art room. The adjacent abandoned sleeping rooms are proposed to serve as support program spaces for the arts and crafts. These identified programs are suggested options for the facilities and are not intended to increase the design budget at this time, unless noted otherwise in this narrative.

The art room shall have a cleanable, hard floor, such as exposed concrete slab. The adjacent rooms to the art room provide space for specialized equipment, such as a kiln, lathe, lighting, or other high-ventilation equipment. The ventilation required for this equipment is not included in the project scope and should not be included.

The “water room” serves as the plumbing, drainage, and water supply for activities. The existing room includes a shower, toilet, and sink. The rooms plumbing should be converted to appropriate sinks and drainage for low-end sediment capture/traps (pottery) or a similar effective system. Room finishes shall be watertight and durable. Power and data shall be provided to all program rooms for future programmatic flexibility.

The second program area designated for the music space has been subdivided to reallocate area to the starter grow room. The music and starter grow room has access to natural light. This room is used for the access to natural light and availability for a hallway to the room off the stair/mezzanine. Conventionally, the music room should be sound protected. Due to the arrangement of program spaces in the proximity of the music room, additional sound isolation to the existing wall construction is not required. Construction of new walls will meet the sound STC of the existing CMU walls.

The structural implications of the raised mezzanine do not promote the construction of new CMU walls in this location. The associated smaller program spaces are suggested options for the facilities and are not intended to increase the design budget at this time, unless noted otherwise in this narrative. The recording studio may remain as is. Should programming change in the future, padding or sound isolation may be added.

To allow for future flexibility, an allowance for department amenities may be provided in the cost estimate. This allowance does not address the indicated program requirements.

Programs Space East

The most underutilized portion of the existing building is the high security housing unit. This area has low ceilings and hard detention construction throughout, commonly used for long range storage. It is recommended that the high security housing unit infrastructure is removed, and the space is reallocated to the adjacent gym.

The Gym storage A168 shall remain as is.

Program Room A173 is the existing main high security control room. All equipment in this room is abandoned and does not require repairment. All casework and equipment in the room shall be demolished. Walls shall be repaired and given a smooth surface. The windows on the walls shall remain as is. The toilet room accessed from room A173 shall be repaired as necessary, but typically abandoned.

The room opposite the program room shall be made into a small use room called “Meditation Room A174”. All equipment shall be removed from the current room and all walls patched and repaired as necessary. Soft rubber flooring for low impact exercise for 1-2 people may be provided.

Exercise room A177 is located where there are currently four existing sleeping rooms. All existing high security CMU walls are to be removed. All slab on grade shall be patched and repaired in preparation for a poured floor leveling compound. A rubber exercise flooring material will cover the entirety of the floor. Extra exhaust fans may be provided at the existing exterior windows. To control air leakage, security bars/screening and dampers shall be provided. Based on allowable funding, the remaining four sleeping rooms may be similarly demolished to create a secondary exercise room.

Code exiting requirements and cost implications may impact the feasibility to remove these sleeping rooms.

Corridor from Programs East

The configuration of the supervisor office will remain the same. To meet the new security requirements of the building, security controls in the supervisor office may be relocated. The casework and equipment panels will be demolished and replaced as necessary to ensure the room is functional for officers and staff. The new configuration must prohibit identification of cameras or controls, while providing views for the staff to observe the corridor. The room adjacent to the supervisor office is a new toilet room for staff. This room shall have the basic fixtures and accessories for an ADA compliant restroom, with durable finishes including tile at the wet wall and 5'-0" adjacent to the toilet.

Current interview rooms shall provide appropriate sound attenuation for private meetings. Youth may be held in the interview rooms while waiting for court appearances if they are conducive to the process. The interview rooms are not classified as holding rooms/cells and do not require reconstruction to meet the required security.

Courts (Includes most of the addition)

Both courtrooms in the building are unusable, resulting in the courts department requiring the greatest modifications. The courts departments will remain in the current vicinity. Due to the programmatic needs of the courts department, an addition to the current building is required, as described below.

The existing courtroom in the main building will be completely redesigned. The existing wood structures, wall finishes, lighting, dais, etc. are to be removed. Room entries and door locations will remain as is, but the doors will be replaced. The courtroom layout will include spatial requirements for a judge, witness, clerk bench, lawyers' tables, and gallery seating. The clerk bench will be elevated a maximum of 12" from the main floor level. Lawyers will access power and data provided through the bench, therefore floor boxes are not required to be implemented in the existing floor slab. The interior wall finish will be GWB. Acoustic panels will span the two long walls for sound attenuation. Walls will be a quality acoustic wall construction similar to a 3.5" stud frame with resilient channels, on layer GWB minimum, and sound batt insulation on all walls. The acoustic panels will be a stretched fabric system hung on the walls through the courtroom well. Due to low ceiling clearances, the ceiling will be suspended with locations for concealed, recessed slot diffusers and light fixtures. The ceiling should have an NRC value of >0.85. Allowance for interior design of the courtroom may be provided.

The new courtroom is located within the new addition and will complement the interior design of the redesigned courtroom in the existing location. The renovation of the current courtroom and the addition of a new courtroom shall be comparable despite the square footage differences. Both courtrooms should be provided with AV technologies that can be operated within the courtroom (JAVS system, lighting controls, wall mounted monitors, etc.).

The three chambers will be located at the west of the courtrooms. To foster collegiality, a shared communal space will be provided adjacent to the three chambers. A single shared toilet will be provided and will exceed code minimum to allow for personal storage. The shared staff space will have printers, break items such as a coffee station and refrigerators. Space for a single receptionist workstation will be provided that will be shared by all chambers. The interior design of chambers

rooms shall be simple and clean. The chamber rooms shall have a sound quality ceiling NRC >0.80, sound resistant walls with an STC of >55, higher quality carpet, and Level 4 wall finishes.

Since the addition will block the existing windows of the current chamber rooms to remains, a new window will be installed in the west wall.

To provide security and limited access to semi-public and private areas, multiple doors have been added to the existing courtroom. Certain walls have been removed or relocated per the demo/new wall plan to provide additional access to shared spaces. These areas include interview rooms, prosecutor hub, AAG, and defense panel hub. These rooms interiors shall consist of simple finishes or remain as is, with minor finish refresh options.

On the west side of the courtroom, the existing medium conference room is to remain as is, with minor refreshing of interior finishes throughout. The toilet rooms along the corridor are provided for staff within the court's proximity. There are three existing, non-ADA toilet rooms that will be removed and replaced with the two ADA compliant toilet rooms. Existing plumbing will be reused as much as possible. Cutting of the floor slab will likely be required to locate plumbing fixtures appropriately. Standard toilet room finishes will be provided with tile up to 5'-0" on the wet wall and adjacent to the toilets. Standard ADA accessories will be provided including grab rails.

Along the north hallway of the courtroom, the offices will be reconfigured into one supervisor office, a combined storage and break room, and an open office. The open office will provide multiple workstations for Legal Process Assistants. The interior finishes will be refreshed while remaining at a similar level of existing finish. Carpet will be standard grade office carpet tiles.

The communal Staff Break Room A304 will be located near the existing break room. The new breakroom will have additional square footage by extending into an adjacent existing office. The communal staff breakroom serves as the staff lunchroom. Casework may need replacement or reconfiguration. To limit additional construction and replumbing, plumbing and exhaust lines will remain in the same vicinity. The break room appliances will consist of a refrigerator, sink, dishwasher, microwave, coffee maker, etc. There will be a kiosk system connected to the room that provides commissary type goods for the staff. The existing exterior courtyard access door is to remain as is.

The exterior walls of the court addition will visually complement the existing building. The height of the court addition would ideally match the existing building. There may be opportunity to increase the height of the addition if there are mechanical and system coordination items that require specified clearances. The exterior building materials of the court addition may differ from the existing building based on relative product costs. At the time of bidding, continuing the EIFS construction type may not be the appropriate choice. There will be two differentiated exterior systems, the envelope and the finish system, to ensure the building is weather tight and properly detailed.

Front Entrance

All public visitors who enter the facility must follow the security protocol of the main entrance and screening facility. The new main entrance lobby will have the features listed below.

The weather vestibule consists of a double door entry to the building. The vestibule system mitigates infiltration of regional temperature differences into the building. This vestibule will have walk off mat flooring, wall heating units, and a GWB ceiling with appropriate lighting. The doors will have ADA

operators. There will be a magnometer and package pass inside the security and screening queuing. When public visitors are not being actively screened, there is a security office for staff use only.

The secondary staff entrance will allow staff to enter the building without going through full screening. At a minimum, one door will provide access card key controls for staff.

The front lobby will have standard interior finishes throughout, with wall locations for notices, artwork, and public information. Walls will be simple construction. All interview rooms and designated enclosed rooms for lawyers will have minimum wall STC of 55 for privacy for the court proceedings.

The interior finishes of the existing court waiting areas (three total) will be refreshed throughout and remain the same configuration.

The public toilet rooms are to remain as is and be updated with new toilet partitions and finishes, as necessary, to meet the County standards. Toilet stall configuration will be similar to the existing configuration, provided they meet all ADA dimensional clearances.

Administration

Reception room A300 will be optimally configured to connect with the public. The current reception room will be removed due to the limited staff accessibility and functionality.

The existing casework and windows in the space will be reconfigured to provide exterior views to the public and staff support areas. The windows do not require ballistic rating because they are behind security and away from the front entrance. A line item should be created to remove the existing safe. The existing construction appears to be CMU walls with a metal pan deck and concrete topping slab.

The configuration of the Finance Supervisor, Accounting Assistant, Payment Window, and Secure window should remain as is, with refreshing of interior finishes and casework to match the reception window.

The administrator's office remains in the existing location. The administrator's department layout will be reconfigured to privatize the detention administrator office. The senior admin secretary may greet public visitors at the admin waiting area. The conference room is accessible for the administrator's team use, and/or by other departments, should it be available. The associated storage, A116, is a secure room for files and supplies. A116 is currently open to the Senior Administrators' Space.

The staff toilet rooms are to remain as is and be updated with new toilet partitions and finishes, as necessary, to meet County standards. Toilet stall configuration will be similar, provided they meet all ADA dimensional clearances.

The northeast wing of the administration building consists of a split-level area, and a double height atrium with a skylight above. There is an open office space lined with enclosed offices. The northeast wing provides space for administration collaboration but is not ADA accessible. An access lift shall be installed, connecting the main floor to the sub floor and the mezzanine level. This lift should fit similar specifications of the following model from Thyssen Krupp:
https://www.archiexpo.com/prod/thyssenkrupp-access/product-61349-2184763.html

The following item is a less cost prohibitive lift option that is not preferred:
https://www.mckinleyelevator.com/products/vertical-wheelchair-lifts/

The sub-floor area has been converted from single offices and teaching spaces into storage areas, conference rooms and break area. It is likely all casework in the sub-floor area will need to be reconfigured. To limit replumbing construction, plumbing and exhaust lines, if present, will remain in the same vicinity. The room will have a refrigerator, sink, dishwasher, microwave, coffee maker, etc. Workrooms will be individually exhausted and casework for supplies, sorting materials, etc. will be provided. There will be data and power for high volume printing machines.

The mezzanine level will be additional storage and conference rooms. The east mezzanine will be secured for Clerks. A181 includes two enclosed offices and an open workspace for workstations and associated files and supplies. The atrium wall's height will extend to the base of the ceiling before the skylight. If the atrium walls are securely attached to the ceiling soffit framing above, then the walls are not required to go above the ceiling level. The clerk space entrance will be secured with access controls. A small kitchenette for a coffee maker (not plumbed) shall be provided in the clerks' open office.

The exit stairway from the Clerks' office will be demolished. A new exterior metal stair will be installed. The stair system will be covered with a metal roof system to protect against natural elements, such as snow and rain. The stair should have a metal balustrade (at a minimum of 48" high) and ADA handrails, as necessary, or have a metal mesh enclosure. The door will be naturally ventilated and not require heating or cooling. Lighting is required in the stairwell. A secured gate with access controls will be located at the stair entry.

The Annex

The Annex will be used for Community Supervision, Intervention, and non-Detention School. This building is to be connected to the main building with a new enclosed ramp / corridor. After public visitors have followed security protocol in the main entrance security screening, the enclosed ramp or corridor will be used to access the Annex building. The ramp is required to reach the elevation difference between the two existing buildings, approximately 30"-36" (to be confirmed). This ramp will be constructed with lowest slope feasible, never reaching below a 1:20 slope ramp in order to minimize the implications of an ADA compliant ramp.

The link shall have minimal glazing throughout. Vision glass facing the west to the exterior courtyard will be provided. The window area will be a maximum of 20% of the exterior west wall. The height of the link will provide an 8'-6" clearance to the ceiling. If the ceiling is exposed deck, the deck must be a sound absorptive material, such as an acoustic deck or K-13 spray. The installation of exposed equipment, such as ductwork or light fixtures, shall be 8'-6" (minimum) to the bottom of the fixture and the height of the link raised accordingly. The design team will address the efficiency and feasibility of designing the deck and ramp to have matching slopes, whereas the deck may remain flat.

The systems narrative addresses systems implications of the Annex building. The existing interior finishes are in good condition. The future programmatic needs of the Annex do not match the existing space. New construction of wall separations are required to make the Annex functional for relevant programmatic implications. Offices in the Annex will be sound protected, walls should be minimum of STC 50. Partition walls shall extend to the ceiling above, requiring new ceiling grids and amenities for each space. The construction type required for the space allows for standard framed wall partitions.

The existing public bathrooms were recently upgraded and will remain as is. The unisex toilet room adjacent to the classrooms will be a student toilet room. The student toilet room will have hardened finishes throughout. Surface possibilities include FRP, tile at the wet walls, and securely fastened porcelain that exceeds specifications of comparable commercial grade fixtures. It is imperative that finish durability is addressed to prevent surface damage. Countertop and cabinet surfaces should be minimized to limit damageable surfaces.

Doors to the exterior that are not within the new corridor link should be alarmed and secured at all times to meet fire codes.

Additional information:

- The project is required to use Davis-Bacon Act Prevailing wage rates.
- The enclosed outdoor area in the Detention wing by the Lockers and Training Conference Room shall be revitalized with selected drought tolerant materials and plantings. The enclosed outdoor area is currently a dead area for plantings due to sun exposure and limited rain/water in the area. The space should be configured to either remove plantings or enhance the amenity for the staff by adding appropriate plantings.
- The existing ladder to the roof is located within the enclosed outdoor area and is not acceptable. The ladder should be removed and replaced with a more functional access feature – either a ships ladder type (such as: https://alacoladder.com/ships-ladders/) or an access metal stair placed at the face of the building. Appropriate OSHA requirements and protections should be provided. Ladder angle should be a minimum of 60 degrees.
- Two existing stairs at the east side of the new housing unit are provided for access to water meter doors on the exterior of the building. These stairs / ladders must be removed and replaced with stair connections to the adjacent rooms.
- The main exterior courtyard is in good condition and shall remain as is, with repairs to the existing systems noted. Plantings and irrigation should be confirmed to be adequate and in healthy condition.
- Exterior envelope and energy efficiency has been assessed by Sazan in an energy audit completed in August 2022. This information will be provided and incorporated into the design process. The report will be sent once received by Sazan.
- No additional exterior finishes and material alterations beyond the efficiency report and the systems engineering report are required.
- Each building should have a new roofing system installed. See deferred maintenance report for more information.
- The horticulture area to the west of the building has been built by the youth and should be supported to ensure it is thriving and a positive environment. Irrigation may need to be addressed per the deferred maintenance. The greenhouse is in decent condition. An external grow room will be added to the greenhouse.
- A new, exterior, pre-manufactured level shed will be provided with a solid floor (not open to the ground below). The shed should be weather and temperature controlled to allow occupation to work during temperate seasons. This shed will be located in the west yard in a location conducive to services. The shed shall have power, data, and lighting. Water service will not be provided to the shed

Mechanical Scope

Administration (Non-secure) Facility

HVAC

- Existing EnerCon water source heat pumps original to the building (1970) are beyond their median life expectancy in age (>15 years old). The County mentioned that there are 3 heat pumps that were replaced within the last 4 years.
    - Proposed solution: Replace existing heat pumps with a readily available manufacturer (Carrier, Trane, Daikin, etc.) of the same tonnage. Identify the four units that were replaced within the last 4 years and omit them from replacement scope. Existing ductwork and piping will be reused to the greatest extent possible, and a portion of ductwork and piping will be removed to allow for the installation of replacement units at same location. Additionally, piping shall be evaluated at that time to ensure proper insulation is present, and to insulate pipes if necessary.



Piping

- Per the County, there haven't been any water treatment chemicals applied to the HVAC closed loop piping for years for fear of damaging the piping. Hydronic piping material is black steel pipe with malleable iron fittings. There have been leaks requiring repair in this piping system. This indicates that the piping is at or beyond its reliable service life.
    - Proposed solution: Replacement of existing piping throughout the entirety of facility.

Controls

- Existing controls are the original system installed in 1970. It appears to be a combination of electro-mechanical and unitary controls.
    - Proposed solution: Replace existing controls with an upgraded BACnet compatible building automation system (BAS).



Plumbing

- Per the County, eroded pipes that are imbedded in concrete cause the administrative side of the facility domestic water to turn brown as well as have rocks and sand mixed in. Slightly discolored water was observed during the site visit. Point-of-used water filters (brand Brita) are used at faucets to temporarily mitigate the issue. Lead wasn't mentioned as an issue.
    - Proposed solution: Replace all domestic water pipes with Copper Type K that is not embedded in any concrete. Piping will be routed through ceilings and be readily accessible for maintenance, shutoffs, and balancing valves.

Fire Protection

- No fire sprinklers were observed on the non-secure side (administrative area).
    - Proposed solution: Provide wet-pipe sprinkler system to an entire non-secure side of the facility and dry-pipe sprinkler system for overhangs.



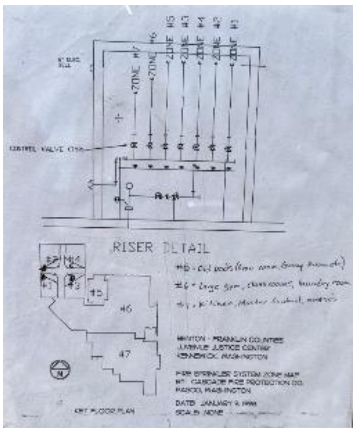


- Existing fire riser room is observed to not have sufficient space to add another riser.
    - Proposed solution: DLR Group's recommendation is to evaluate either a storage closet in existing building or allow for an additional space in the new addition for a new fire riser room and make new connection to existing fire loop serving the facility. New double detector check valve assembly will be necessary to serve the new fire riser room.









Other observations

- The cooling tower is original to the building (1970) and was relocated in 1996; it is currently being replaced. The County's believes that replacing the cooling tower may help to mitigate the leaks in the closed loop system the facility is experiencing.
- There are four irrigation zones that are currently inoperable. The County mentioned that there are leaks somewhere in the underground and will need to be repaired. They have the main valve shut off currently. We recommend the County engage a civil engineer and/or landscape architect to investigate this further.

Detention (Secure) Facility

HVAC

- The existing EnerCon water source heat pumps (1970), (24) existing packaged DX cooling, gas heating rooftop units (RTU) (1996), and an existing packaged split cooling system with remote condensing unit and indoor evaporator (1996) have exceeded the ASHRAE median life expectancy for these types of equipment. Jon Peyton mentioned that there are 6 heat pumps that were replaced within the last 10 years. During the walk, several newer RTUs (Trane, Carrier, Lennox, etc.) with curb adapters were observed.
    - Proposed solution: Replace all heat pumps, packaged rooftop units, and split system original to the building with a readily available manufacturer (Carrier, Trane, Daikin, etc.) of the same tonnage. Existing ductwork and piping will be reused to the greatest extent possible, and a portion of ductwork and piping will be removed to allow for installation of replacement units at same location. Identify the six heat pumps that were replaced within the last 10 years and omit them from replacement scope. Identify newer units on curb adapters and estimate their remaining useful life.







- Six existing roof mounted evaporative coolers with gas heating (original 1996) exceeded the ASHRAE median life expectancy for these types of equipment. MAU-6 specifically serves the kitchen and is inoperable and beyond the median service life, which effectively leaves the kitchen with substandard ventilation. This is a violation of the Washington State Mechanical Code and need addressed as soon as possible.

- Proposed solution: Based on energy consumption, maintenance, operating cost, indoor air quality, and thermal comfort, DLR Group's recommendation is to replace all six existing evaporative coolers with DX cooling and gas heating MAU of the same tonnage.





Piping

- There is no mechanical piping issue presented in this building.

Controls

- Existing Alerton DDC controls is original to the 1996 building and is only managing the detention (secure) side of the facility. Per the County, RTUs and heat pumps have problem controlling to setpoints and automatically default to basic setting every day.
  - Proposed solution: Replace controls entirely with BACnet compatible system.

Plumbing

- Per the County, the facility is in the process of removing and replacing rusted pipes in the detention areas. Corrosion was observed in damp areas especially small sections of pipes serving mop sinks.
  - Proposed solution: Replace domestic water piping with Type K copper pipe.





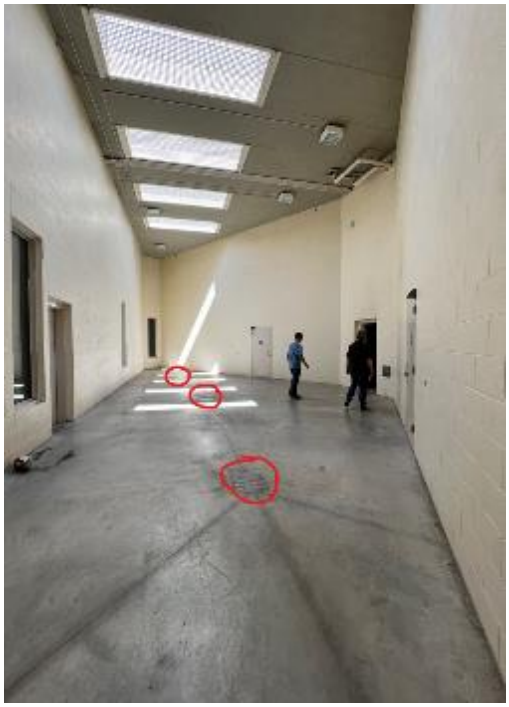
- Per the County, the master water shut off control valve for the pods are inoperable. Jon mentioned he is looking to replace some gaskets but having difficulty finding the correct part.
    - Proposed solution: Replace all entire master control valve assemblies as part of the recommended piping replacement. We recommend utilizing motorized control valves with remote control in the officers control room. This will give the officers the ability to shut off the water to the individual housing pods in potential times of events.



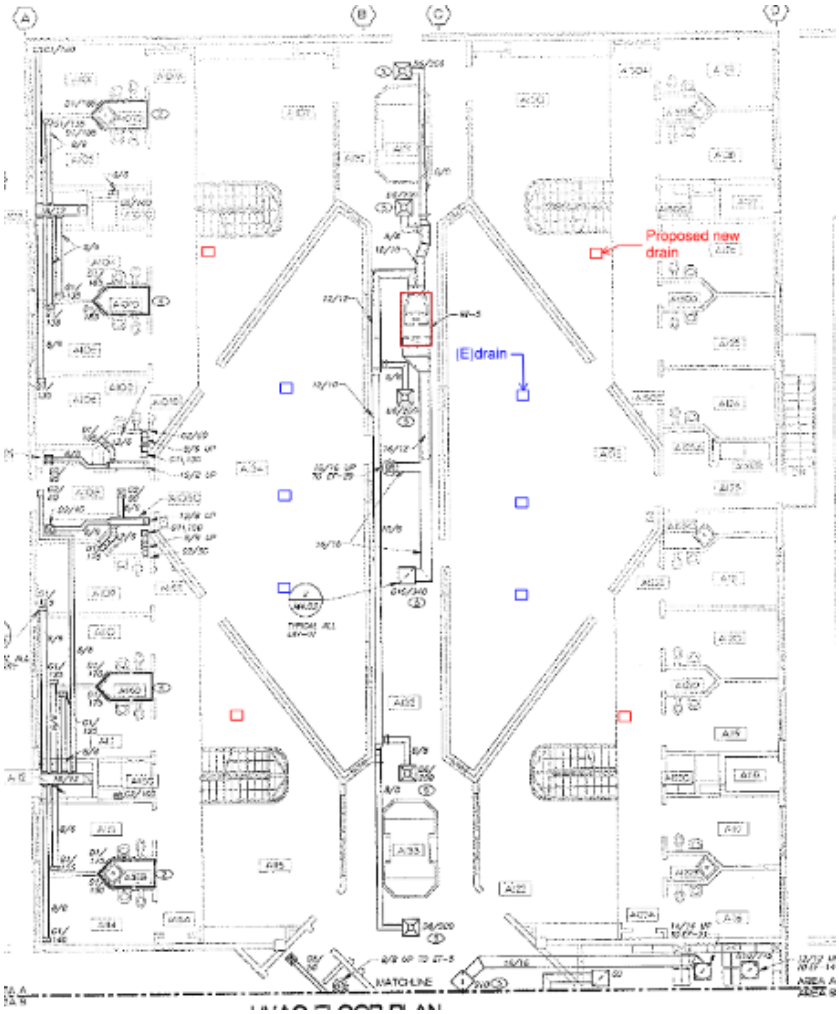
- The County requested adding a water fountain near the living areas for youth.
    - Proposed solution: Provide stainless steel security type water fountain from Acorn or equivalent manufacturer.

- Three drains were observed in each of the Recreation area (Housing area). However, the County mentioned that one of the drains is blocked.
    - Proposed solution: Engage a plumber to clear the pipe of any debris.

- No drains were observed in the dayroom. The County mentioned that water spills out and drips down the stairs. He is concerned about youth slipping.
    - Proposed solution: Provide a drain in each day room pod as shown on plan below. Existing concrete floor will need trenching to install new sanitary waste line sloping at 1/4" per foot and sized per the plumbing code. Plumbing waste and vent will be connected to existing lines underground and above ceiling, respectively.






Proposed new drain
(E)drain
MATCH LINE



Fire Protection

- In the large gym, sprinkler head guards were not observed during the walk.
    - Proposed solution: Add protective sprinkler head guards in the large gym.









Other observations

- Per the County's request, replace existing 15+ years old washing machines with new.

Electrical Scope

Overall, the facility is in aging but workable condition. MEP systems were observed generally approaching the end of their useful life with numerous ongoing failures and maintenance concerns.

- Base Building – 1979 & 1996 addition: 62,800SF
- Annex (separate building) – 1979?: 10,000SF

Below is a breakdown of findings by system:

- Utility Electric Service: Power is provided to the campus via Benton Public Utility District (BPUD). Each building (Annex, 1979 building and 1996 addition) appear to share the same 750kVA, 277Y/480V pad-mounted transformer located near the sallyport via underground secondary feeds. A single utility meter is stanchion mounted next to the transformers. Both elements were installed as part of the 1996 addition and are in good condition.

- Power Distribution: broken down by building below:
    - 1996 Addition: Power is brought into the building via a 277Y/480V, 2000A Siemens switchboard, with a ground fault interrupting (GFI) main breaker installed as part of the 1996 addition, located in a grade level electrical room. Overall the switchboard is in in good condition, with spare and replacement parts readily available. Clearances, however, were observed to not meet current National Electrical Code (NEC) requirements with the existing single door; this will require enlargement of the room or addition of another door if major renovation work is planned for this area.
      From the main switchboard power is distributed to numerous panelboards distributed throughout the 1998 addition at 480V; 120V power is provided via 150kVA transformer for normal power and via 75kVA transformer for emergency power. Panels across the 1996 addition were observed in good condition with adequate space for future renovation.
        - Electrical Capacity: approximately 22 W/SF is available and would be adequate for modest addition and modern correctional, institution and justice space needs.

    - Base Building (1979): The 1979 portion of the building is supplied via 1200A sub-feed breaker located in the main (1996) switchboard. This feeds the original 277Y/480V, 1600A, 1979 switchboard by General Electric, located in the basement equipment room. This switchboard is approaching the end of its useful life and features a mix of bolted pressure switches for the main and a large sub-feed and fusible disconnects for the smaller branches. Such bolted pressure switches are well known for failure to operate when not maintained regularly and should be replaced with molded case circuit breakers, readily available as a retrofit solution.
      120V power is provided throughout the building via another GE switchboard fed by 225kVA transformer, each located in the same equipment room. Power at both voltages is distributed throughout the building via GE panelboards at numerous locations. Overall, panels in the 1979 section are in fair condition with limited spare capacity for growth. Spare and replacement parts remain available on a limited basis but at increasing cost.

        - Electrical Capacity: approximately 26 W/SF is available and would be adequate for modest addition or modern correctional, institution and justice space needs.
    - Emergency Power: is provided by a 125kW, 277Y/480V propane fueled generator; the unit and its fuel tank are located on the SW site near the sallyport. The generator in its current non-secured location may be prone to tampering. At the time of visit, maintenance staff indicated that the generator system had experienced numerous failures due to overheating. Currently, generator power is distributed throughout the building via a single transfer switch, there is no physical separation between life safety and optional standby loads as required by NEC. Any renovation or addition should contemplate replacement of the generator for a diesel unit, and reconfiguration of the system to include separate life safety and optional standby transfer switches and panels.
        - Electrical Capacity: approximately 2 W/SF is available and may not be adequate for an addition or modern correctional, institution and justice space needs. For the range of proposed renovation options, DLR group recommends a minimum of 5W/SF or a 350-400kW generator.

    - Annex: A two-section panelboard, rated at 400A, 120Y/208V supplies power throughout the building. The manufacturer of the panelboard is Federal-Pacific, some products of which appear to exist here have been subject to recall investigation due to failure to trip during overload condition. While the commercial versions of these products are not part of the recall, DLR Group strongly recommends replacement of these panels. While they remain, extreme care should be taken to ensure that loading on all such circuits is kept below the 80% rating of each branch circuit breaker. Further, very few spare circuits were observed leaving little physical space for renovation or expansion of this system.
        - Electrical Capacity: approximately 11.5 W/SF is available and may not be adequate for modern institutional office space needs. For the range of proposed renovation options, DLR group recommends a minimum of 15W/SF or a 600A, 120Y/208V electrical service.

- Branch Circuits: Wiring is good condition throughout the building. Materials used were a mix of armored cable and EMT conduit. Small amounts of corrosion were observed at damp locations. Particularly within the detention and secure areas, wiring is installed in CMU and concrete construction, making revisions extremely difficult and cost prohibitive. Numerous systems, devices and equipment were observed to have been abandoned in place, removal of which is highly recommended to streamline maintenance.

- Lighting: A wide range of conditions were observed, with lighting in the 1979 portions rapidly approaching the end of useful life. Numerous T12 lighting systems are present, with replacement lamps being phased out and difficult to obtain. Lighting within the 1996 portions was observed in better, although dated and less efficient condition. Most of the lighting observed across both buildings was T8 style linear fluorescent, with LED tube replacements being used for relamping on a limited basis. Detention area lighting shows signs of advanced wear and vandalism.

Similar to interior, exterior lighting is approaching end of life. Primarily legacy light sources, building perimeter and area lighting systems present numerous security concerns with areas of glare and darkness. Many pole fixtures have failed completely due to pest infestation and require replacement. Security lighting on the roof is no longer required and has been abandoned in place.

- Lighting Control: As part of the 1996 remodel, a relay based ILP lighting control system was installed throughout the facility. The system runs, in part on automated, internal timeclock schedules, with the remainder, detention areas primarily, being controlled manually from the control centers via connection to the security system. While in fair, working condition, the system is past the end of its useful life as replacement parts are no longer available and computer administration of the system relies on antiquated software that cannot run on modern computers. Across the building control sequences are mostly manual on-off with very few occupancy or daylight sensors. Renovations affecting more than 50% of the space will trigger a requirement to upgrade the full building to comply with the Washington State Energy Code (WSEC); likely meaning new lighting and lighting control systems would be required.

Security Controls Scope

Detention hardware

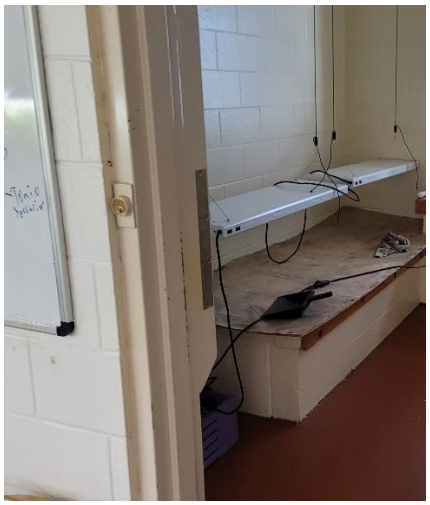
There is a combination of Southern Folger hardware. The models furnished vary according to the phase. The intake area uses electrically controlled Southern Folger 1051m locks. This hardware is located on all of the secure perimeter sallyports. These locks are controlled from a control room in the intake area. This hardware is in good condition and is functioning as designed.

The housing unit in operation utilizes a combination of Southern Folger 10120 wide jamb electrified hardware and the 1051m models used in the intake area. This hardware is also in good shape and is functioning as designed. This hardware is electrically controlled from the control stations in the housing unit. The egress paths are electrically released as required by code.

The abandoned housing unit uses a retrofitted mag lock that is no longer operational. It is mounted on a narrow jamb frame and the door opens into the cell. The door, frame, and lock would all need to be replaced if the area was to be used to house juveniles. The hardware was once controlled from a control panel in the gym control room. This panel is no longer operational.







Pictures: Intake hardware, active housing unit hardware, abandoned housing unit hardware.

Detention Glazing

The glazing around the facility also varies by phase. The glazing consists of a combination of wire glass, glass clad polycarbonate, and polycarbonate. The sleeping units have narrow slit detention window frames with glass clad polycarbonate that face the outside. Some of the window frames are starting to fail and water is seeping into the sleeping rooms. The cell doors have a narrow-slit window with a polycarbonate pane and an open hole steel grate. The polycarbonate windows are scratched, faded, and no longer translucent. Wire glazing is used on rated walls and the exterior windows to the rec yards. This glazing is easily accessible to juveniles in rec yards, dayrooms, corridors, and the gym area. The use of wire glass in detention facilities is discouraged because of the damage that can be caused when the glass is broken. Some of the fire rated frames still have their fire rating tags.

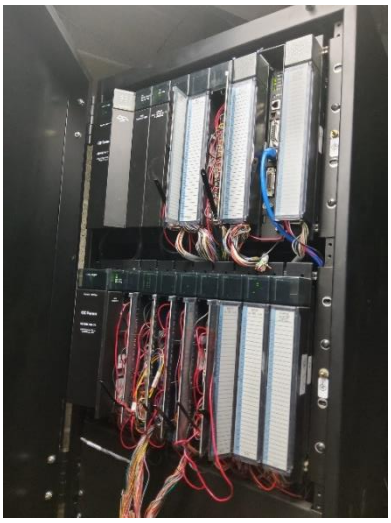


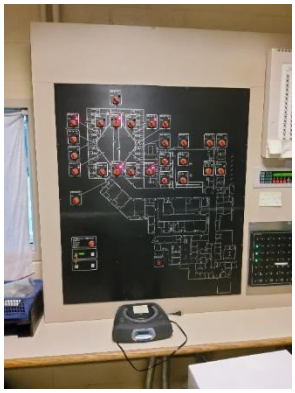
Pictures: Sleeping room windows from the outside, typical cell door in housing unit, wire glass frames in dayroom, fire rated tag on frame.

Locking Control System

The locking control system has reached the end of life. The human machine interface consists of a combination of hard graphic panels and computer control stations. Some of the hard graphic panels are no longer operational. The computer control stations are running on antiquated Windows Vista software. The locking control system uses multiple programable logic controllers (PLC's) to interface with the field devices. These PLCs are standard in the correctional industry. The model of PLC used is the GE Fanuc 90-70 series. This product line was discontinued in 2011. You can still get parts for this unit through secondhand distributors like Emerson or eBay. New replacement parts are getting harder to find. It is important to note that these PLC units and the antiquated computer software control the code-required emergency egress system. This emergency egress system is a key component for the life safety of the juveniles and staff in the facility. The Emergency Release Panel is located in the intake control room. It appears to be operational but was not tested on this day.

The PLCs also control the intercom system. Most of the speakers and amplifiers in the facility are no longer functional. There is a code required emergency call button in the occupied cells. When a juvenile presses the button, an officer at the local station is notified even if the audio does not work. This is a code minimum system. In the housing unit that is no longer occupied, all of the intercoms are disabled. The cells could not be occupied without replacing this system. The intercoms utilize a two-wire system with amplifiers by Bogen, Stentofon, and CCI. All of this equipment has reached the end of life and is in need of replacement.



Pictures: Old computer station, old PLC, old graphic panel, Emergency Release panel

The facility also utilizes a Marlok access control system at some locations. These Marlock keys are a combination of access control and physical keys. The keys are programed through an old Texas Instruments computer and use a data base to control access and digitally program the keys. The system is no longer manufactured and is somewhat a collector's item.





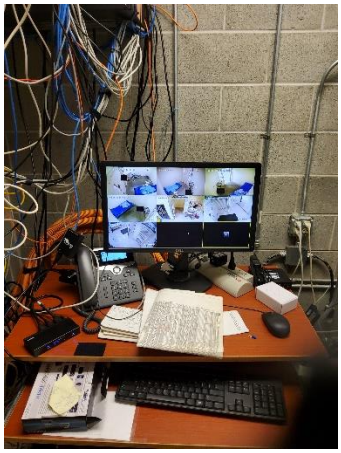
Pictures: Marlock key at staff entry location, Marlock computer station, Marlock key at controlled door.

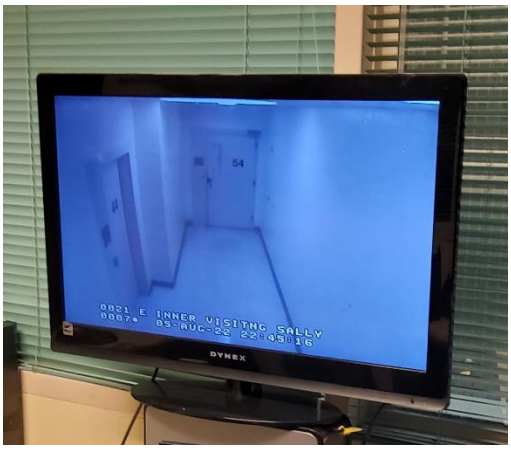
Security camera system

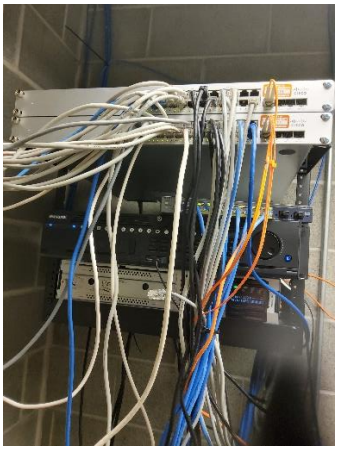
The camera system has been updated a few times over the years. There are multiple parts by multiple manufacturers. The latest camera update utilized camera components from Hikvision. Hikvision is a Chinese company that is not compliant with the National Defense Authorization Act (NDAA) issued by the United States Department of State. The NDAA prohibits US federal government agencies, contractors, and grant and loan recipients from buying certain camera and communication equipment.

The camera system is used for monitoring only. Staff is not able to retrieve archived or recorded video. There are very few cameras for a facility of this size and are standard definition. On this tour through the facility, only eight cameras were being monitored. The camera system is not integrated with the locking control system, as is typical with a modern facility. Since the control operators do not have functioning intercoms, in some locations

The correctional officers are opening doors without audio or visual verification. This system is in desperate need of repair.





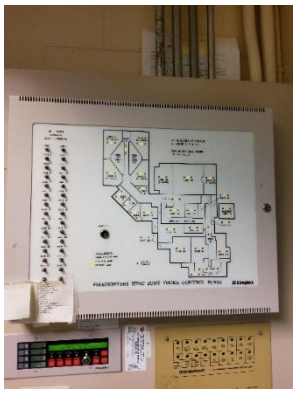


Pictures: Video station in IT closet displaying nine cameras, typical low resolution camera view, Non-compliant Hikvision NVR.

Fire Alarm

The fire alarm system is by Simplex. It is also end of life and the facility is having a difficult time maintaining the system. There is a code required fire fighter control panel mounted next to the fire alarm annunciator in the intake control room. These panels appear operational but were not tested. The main fire alarm control panel is in the main IT room. There were no alarms on the panel at the time of the tour. There are smoke detectors mounted in wire cages in each of the sleeping rooms. Notification devices were spread through out the facility.

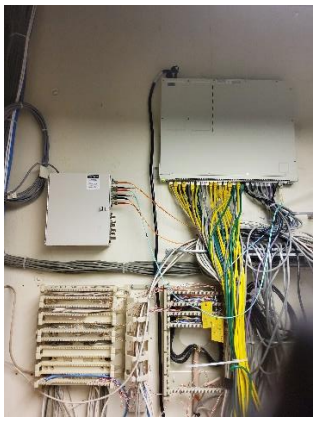
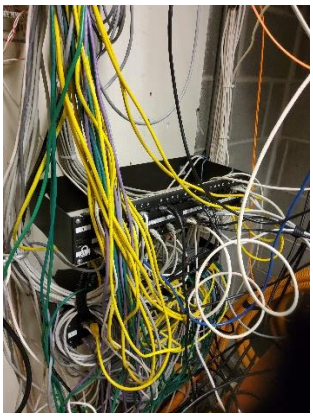




Pictures: sleeping room smoke detector, fire alarm control panel, fire fighters control panel.

Communications

The facility has gone trough several communication upgrades through the years. There is not a traditional, organized MDF room like you would see in a modern facility. The main IT room has multiple switches mounted in contrasting styles. The amount of loose cable makes it difficult to determine what goes where. There is some single mode fiber and a few spares. The facility does not have a solid WiFi signal, and wireless access points were not observed in the dayrooms.

Pictures: Main phone room cabling, Wall mounted switch and fiber, wall mounted patch panels.

Other Security Observations

- The vehicle sallyport gates are electronically controlled, but the system is starting to fault. The safety on the closer is not working and the gate will fall on cars.
- There is no secure parking for Judges or staff.
- There is not access control on the medication room in nursing.
- There is not an alarm system for afterhours on the office areas of the facility.


DLRGROUP


COUNTY OF
BENTON
EST. 1905
WASHINGTON

SÄZÄN
GROUP

MEMORANDUM

TO: Robert Blaine, Benton County Director of Capital Operations
FROM: Dan Tedrow, PE, Säzän Group Inc.
DATE: Friday, August 29th, 2022
RE: BC CBA: Benton-Franklin JJC Site Assessment #1

Executive Summary

The Benton-Franklin Juvenile Justice Center (JJC) is currently in compliance with the Clean Buildings Act. The recommended next steps are to conduct annual energy benchmarking to ensure the facility maintains compliance between now and the mandatory compliance deadline of **June 1st, 2028**. As early as July 1st, 2023, Benton County should develop and submit the required documentation to the Clean Buildings Portal to demonstrate compliance.

Project Overview

Säzän Group Inc. (Säzän) was contracted by Benton County to provide support for obtaining compliance with the Clean Buildings Act (CBA) for the Benton-Franklin Juvenile Justice Center (JJC) building, a 66,536-square-foot facility that serves as a juvenile detention center. The scope included energy benchmarking through analysis of the building energy usage and calculating the site and target EUIs, conducting a site assessment to verify as-built conditions and identify areas for potential energy efficiency upgrades, and determining the necessary pathway to obtain CBA compliance.

Site Visit Summary and Observations:

Säzän performed a site visit at the JJC on August 1-2, 2022, to assess as-built conditions and current system operations as part of the Benton County CBA Energy Audit project. Säzän met with Robert Blaine and the JJC facility team, including Jon Peyton and Rudy Ruelas, onsite on August 1st, 2022, at 8:00 a.m. The site assessment focused on collecting building equipment data and identifying energy deficiencies. Overall, the Mechanical, Electrical, and Plumbing (MEP) systems are either at or past the end of their useful life cycle, and systems do not meet modern functionality requirements. Provided below is a summary of the site observations:

General

1. The building Direct Digital Controls (DDC) graphics are not modernized.
2. Building envelope is showing signs of aging and deterioration.
3. All light fixtures appeared to be non-LED.

New Area

1. Kitchen exhaust fan is functional. However, the makeup air unit with the swamp cooler is not working.
2. Windows were from original 1996 construction and single pane.
3. Most rooftop units are at the end of their useful life.
4. New roof top units are from a variety of manufacturers and lack consistency.
5. Newly installed rooftop units are from a variety of vendors.
6. Makeup air handling unit interiors were surveyed, and in general have excess debris and require cleaning.

Old Area

1. The facility HVAC systems are beyond expected service life with numerous unit failures and unavailable parts.
2. Piping is in poor condition with reported poor water quality.
3. Buffer tank requires daily maintenance due to leakage in the condenser water system and a non-functional make up water system.

4. Domestic water piping is galvanized steel piping and at end of its useful life; several areas with water closets are shut down due to this leakage.
5. Pumps are running above the design flow rate.
6. Design outside air flow rates are below current standards.
7. Outside air damper actuators are not working and actual outside airflow cannot be determined.
8. There is no insulation on condensing water loops and several heat pump units.
9. There are complaints from the clerical staff regarding occupant comfort levels.
10. Brown water stains are observed in ceiling tiles in the corridor adjacent to Gym.
11. Several pods in the Gym area are not being utilized as intended (i.e., pods are being used as a grower room, storage, etc.)

CBA Compliance and EUI Analysis:

Säzän performed an energy benchmarking analysis and calculated the site (or baseline) and target Energy Usage Index (EUI) to determine CBA compliance for the JJC facility. The site EUI was calculated using the building square footage and energy usage data obtained from utility bills. The target EUI, provided by Energy Star Portfolio Manager and based on buildings of similar square footage, is the maximum EUI possible for a site to meet CBA compliance. Both the site and target EUI values are compared to determine if the current building operations meet the expected energy efficiency levels required by CBA.

Per provided utility data, the JJC facility meets CBA compliance. The site and target EUI values are as follows:

- **Target EUI (**Weekly Operation <167): 84.8 KBtu/ft^2
- **Site EUI:** 80.1 KBtu/ft^2

Summary of EUI Contributing Factors:

Observations noted during the site assessment included equipment deficiencies and underutilized areas that may be contributing to the lower EUI value and are summarized below:

1. The building is currently at reduced occupancy.
2. The building fan energy and airflow levels are relatively low against modern standards:
    a. The current system was designed with outside air levels below standards (e.g., one fan unit is designed for 6% outside airflow, but the current rule of thumb is 20%).
    b. The pneumatic outside air dampers are abandoned. (i.e., the dampers were partially, or totally closed).
    c. The water source heat pump system, while antiquated has good energy performance.
3. Some equipment serving the spaces are not being utilized or are turned off:
    a. The Kitchen Exhaust hood is on however the makeup air handling unit and swamp cooler for the kitchen is inoperable, effectively leaving the kitchen with no AC. Cycling of the exhaust hood causes pressurization issues forcing doors to stay open and the pilot lights for the gas burner to stay off.
    b. The heat pump located in the mechanical room, HP-22, is not currently non-operational.
    c. The heat pump units located in the old detention/gym are turned off the area is currently being used as a “Group” room.

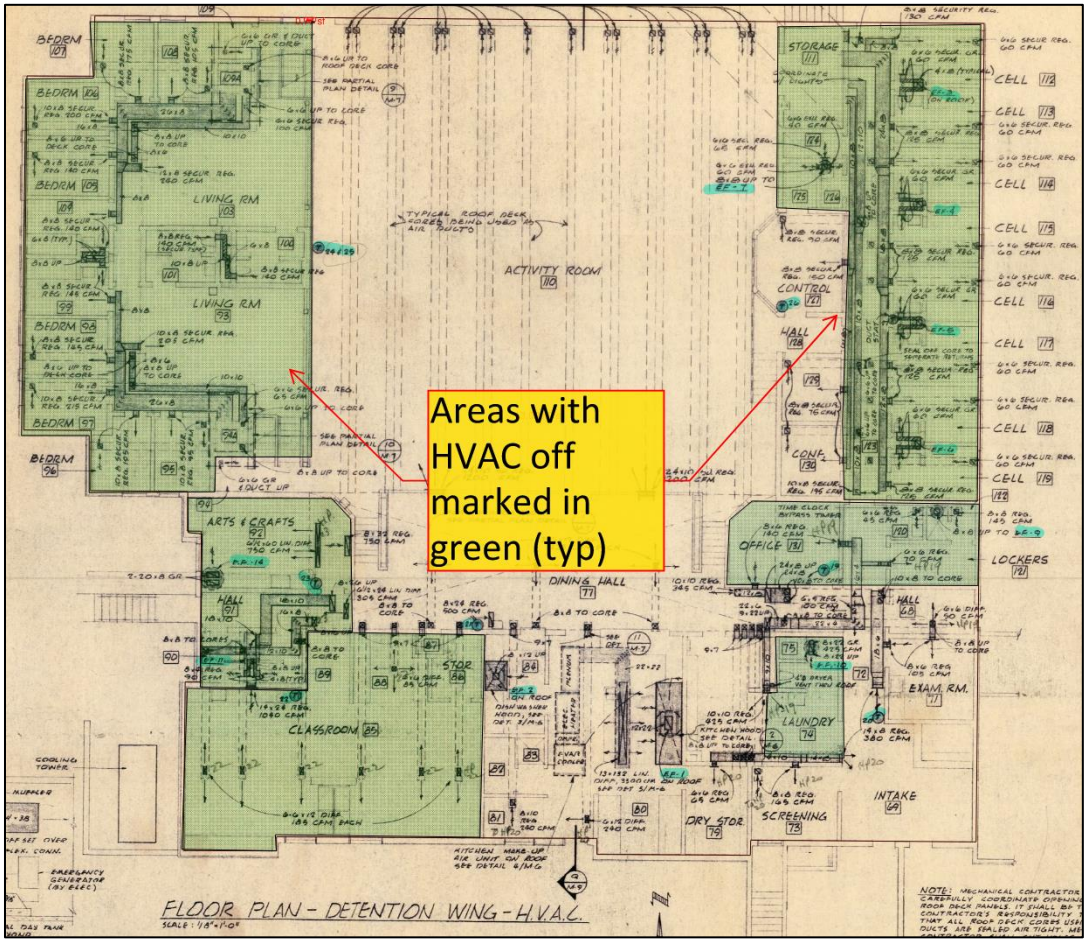


Figure 1: *JJC site plan with markups of the locations where HVAC equipment is observed to be turned off (shown in green)*

CBA Compliance

Since the JJC meets CBA compliance requirements based on the established site and target EUI values, there is no requirement for an energy audit of the facility. According to the guidelines set forth by the Department of Commerce (DOC), the facility is considered a Tier 1 facility and falls in the subcategory of buildings with an area between 50,000-90,000 square feet, meaning the JJC must meet the mandatory deadline for CBA compliance by **June 1st, 2028.**

Benton County will need to submit the required documentation[1] through the Clean Buildings Portal verifying the building weather normalized EUI is less than or equal to the building target EUI, the Energy Management Plan (EMP) is complete, and the Operations and Maintenance (O&M) Program has been developed and implemented for a minimum of 12 months by the time of submission.[2] The compliance forms are summarized below:

- **Form A:** Communicates building compliance and reporting progress (requirement to upload building EMP and O&M program in addition to Form A).
- **Form B**: Identifies building activity and EUI target.
- **Form C**: EUI Calculations (form to be completed within Energy Star Portfolio Manager account).
- **Form D**: Summarizes energy audit (Not required for JJC).
  Form E: Life Cycle Cost Analysis. (Not required for JJC).

[1] *https://www.commerce.wa.gov/wp-content/uploads/2021/07/Forms-Location-and-Descriptions.pdf*
[2] *https://www.commerce.wa.gov/growing-the-economy/energy/buildings/how-to-comply/*

Recommended next steps

Säzän recommends Benton County to replace the systems as part of a capital plan in the upcoming 12-24 months. To ensure continued compliance, Säzän recommends that Benton County conduct annual energy performance benchmarking for the JJC between now and the mandatory compliance deadline to ensure the facility maintains CBA compliance status. Säzän can assist with development of the compliance documentation as needed.

Should you have any questions please telephone me at (303)746-9027.

Sincerely,



Dan Tedrow, PE, PMP
Principal
Säzän Group Inc.