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

Board of County Commissioners

Jerrod MacPherson
County Administrator

Matt Rasmussen
Deputy County Administrator

To view items in detail, please click highlighted area

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

Live-Broadcast @ link below:
https://www.co.benton.wa.us/agenda/commissioners

AGENDA
BOARD OF BENTON COUNTY COMMISSIONERS
Regular Board Meeting
Tuesday, November 15, 2022, 9:00 a.m.
Benton County Courthouse, Prosser, WA

9:00 AM **Call to Order**

Pledge of Allegiance

Approval of Minutes
- **November 8, 2022**

Review Agenda

Consent Agenda

Commissioners
a. Line Item Transfer, Fund No. 0010, Dept. 115 to 127 for NeoGov Services

Information Technology
b. Purchase of One Laptop & Dock and Two Monitors From Dell Inc. for OPD

Juvenile
c. Contract w/Lutheran Community Services Northwest for Licensed Mental Health Clinician

Office of Public Defense
d. Agreement w/Eric Scott to Provide Leave Coverage In Superior Court

Public Works
e. Purchase of Culvert Pipe & Accessories From Arrow Construction Supply
f. Contract w/TranTech Engineering for Bridge Load Rating Services on Oak St. CID Bridge

Purchasing

g. First Contract Amendment w/Jiffy Car Wash, Inc. for Sheriff's Office
h. Transferring Ownership of a Conex From Solid Waste Dept. to General Fund for Use by the Corrections Department
i. State & Local Task Force Agreement w/Sheriff's Office & United States Dept of Justice
j. Agreement w/City of Kennewick for the Kennewick Firearms Range Facility

Sustainable Development

k. Support Letter to Port of Benton for Rail Infrastructure & Safety Improvement Program

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

Public Hearing

Ordinance Amendment Relating to BCC Title 15 – File No. OA 2022-002 ~ G Wendt & M Cooke

Community Development Department Planning Division Fee Schedule ~ G Wendt & M Cooke

Scheduled Business

Line Item Transfer, Fund No. 0010, Dept. 123 to 138 for Part Time Court Commissioner Medical Insurance & Retirement ~ Judge Burrows & L Ivey

Other Business

Executive Sessions

County's Position In Labor Negotiations ~ C Nave

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Draft

Regular Board Meeting
Benton County Courthouse, Prosser, WA
Tuesday, November 8, 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
Deputy County Administrator Matt Rasmussen
Clerk of the Board Cami McKenzie

Absent: County Administrator Jerrod MacPherson (excused)

Benton County Employees Present During All or a Portion of the Meeting: Robert Heard, IT Manager; Carlee Nave, HR Manager; Greg Wendt, Community Development Director; Robert Blain, Operations & Capital Programs; Clerk Josie Delvin; PA Reid Hay; DPA Ryan Brown; Treasurer Ken Spencer; Planning Manager Michelle Cooke; Chief Robert Guerrero; Chief Guerrero; Finance Manager Linda Ivey; Paul Schut, Procurement; Assistant HR Manager Eric Wyant; Adam Fyall, Sustainable Development Manager.

Pledge of Allegiance

The Board recited the Pledge of Allegiance.

Approval of Minutes

The Minutes of the October 26, 2022 Special Budget Workshop Meeting were approved.

The Minutes of the October 27, 2022 Special Budget Workshop Meeting were approved.

The Minutes of the October 28, 2022 Special Meeting were approved.

The Minutes of the November 1, 2022 Meeting were approved.

Agenda Review

The following was added to the agenda:

- Operation Green Light
- Pending Litigation

- Jail Use Agreement with Adams County for Jail Space

Consent Agenda

MOTION: Commissioner Delvin moved to approve the consent agenda items "a" through "v", pulling "s", "t", and "u" for discussion. Commissioner McKay seconded and upon vote, the Board approved the following:

Capital Improvement

a. Line Item Transfer, Fund No. 3050, Dept. 000 for Salaries

Commissioners

b. Line Item Transfer, Fund No. 0010, Dept. 115 to 120 for Corrections Overtime, Medical & Bi-Pin

Corrections

c. Line Item Transfer, Fund No. 0010, Dept. 120 for Bi-Pin

Information Technology

d. ArcGIS License Renewal w/Environmental Systems Research for GIS Department
e. Purchase of One Laptop & Dock From Dell, Inc. for Human Resources Dept.
f. Purchase of Eight Docks & Eight Power Supplies From Wireless Access Technologies for Sheriff's Office
g. Amendment to Res. 2022-755 – 60-month Lease Agreement with Ricoh USA for Copier for Clerk/Auditor/Voting Center and ER&R Offices

Juvenile

h. Line Item Transfer, Fund No. 1150, Dept. 171 for Overtime

Office of Public Defense

i. Termination Notice of Public Defense Dependency Agreement for Diana Anderson
j. Termination Notice of Public Defense Dependency Agreement for Kathleen Moreno
k. Termination of Public Defense Dependency Agreement w/Michelle Trombley
l. Termination of Public Defense Dependency Agreement w/Susan Henwood
m. District & Superior Court Investigation Services Agreement w/Shane Morlan

Public Safety

n. Line Item Transfer, Fund No. 01480, Dept. 121 for Overtime & Uniforms

Public Works

o. Contract w/PBS Engineering & Environmental Inc for Geophysical/Geotechnical Services

Purchasing

p. 1st Contract Amendment w/Lou Sowers for Psychological Evaluations in Corrections & Sheriff's Offices
q. 1st Contract Amendment w/On Scene Medical Services for As Needed Medical Services for All County Departments
r. Agreement w/Flock Group Inc for Software & Hardware Purchase for Sheriff's Office

Sheriff

v. Line Item Transfer, Fund No. 0010, Dept. 125 for Overtime

Consent Items "s", "t", and "u"

Commissioner Delvin said he was concerned about finding retro pay before spending money on other items and wanted to know if the Sheriff's Office had found the appropriate funding for retro pay.

Lt. Clarke, via/videoconference, said that Ms. Gillies was about halfway through her audit and said they were well within the required amount to cover the retro (100% sure), in addition to the uniforms.

MOTION: Commissioner Delvin moved to approve Line Item Transfers "s", "t", and "u" (Line Item Transfer, Fund No. 0010, Dept. 118 for Uniforms), (Line Item Transfer, Fund No. 0010, Dept. 119 for Uniforms), and (Line Item Transfer, Fund No. 0010, Dept. 121 for Uniforms). Commissioner McKay seconded and upon vote, the motion carried.

Public Comment

Tina Gregory, Kennewick, via/videoconference expressed concern with government and wanted in-person voting and transparency.

Public Hearing - Zone Change Request ~ ZC 2022-007

Michelle Cooke presented the Benton County application requesting a change in the zoning designation of four parcels located south of Jacobs Rd and I-82 in Benton City's Urban Growth Area from Light Industrial to the Urban Growth Area District. The requested zone change would allow Benton County's zoning to be consistent with the city of Benton City's recent comprehensive land use designation change from industrial to residential. The Planning Commission voted 6 members in favor with one vacancy to forward a recommendation of approval of the proposed zone change to the Board of County Commissioners subject to the Planning Commission's suggested twelve (12) findings and conclusions. It would be consistent with the city's comprehensive land use designation change from industrial to residential.

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

MOTION: Commissioner Delvin moved to adopt the Planning Commission's recommendation, findings, and conclusions as the Board's own and approve zone change request ZC 2022-007. Commissioner McKay seconded and upon vote, the motion carried.

Public Hearing - 2023-2028 Capital Improvement Plan

Robert Blain and Paul Schut presented the 2023-2028 Capital Improvement Plan. Every two years in conjunction with the biennial budget, the Capital Improvement Plan was updated and incorporated into the capital facilities portion of the Comprehensive Plan.

Mr. Schut briefly discussed the "big 3":

- Recovery Center
- Juvenile Justice
- New Sheriff's Building

Additionally, they met with the departments to make sure they had what they wanted in the new plan.

$110 million in total, with a considerable amount coming from the state and capital projects fund, with no bonding required.

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

MOTION: Commissioner Delvin moved to approve adoption of the 2023-2028 Capital Improvement Plan. Commissioner McKay seconded and upon vote, the motion carried.

Comprehensive Parks Plan Update

Adam Fyall and Tom Beckwith presented a Powerpoint and briefed the Board on the Comprehensive Parks Plan Update. Mr. Fyall said this was completed every six years to stay in line with state grants.

The Powerpoint included the following:

- Work completed to date
  - Assessed repair and replacement opportunities
  - Projected population and recreation demands to 2050
  - Workshops with user groups and cities
  - Resident outreach survey – 903 responses
  - Virtual open house
  - Conducting an open house asking priorities
- Work to be completed
  - Open house and voter survey on implementation and financial strategies Nov. 16
- Outreach survey results
  - 39% think existing facilities will not be able to meet 145,725 additional population in Tri-Cities/Counties by 2050 §
  - 3.71 (on a scale of 1.00 lowest and 5.00 highest priority) think preserving significant wildlife is important in Benton County)
  - 3.71 think more trails should be developed to reduce crowding on Badger Mountain
  - 3.69 think more trails should be linked and developed to meet future demand
  - 34% of the respondents have lived in Tri-Cities/Counties more than 16+ years, 28% 6-10 years
  - 44% are between the ages of 26-40

Other Business

Jail Use Agreement with Adams County

Chief Robert Guerrero presented a jail use agreement with Adams County for jail bed space from November 8, 2022 through December 31, 2024. This was a short-term agreement, as they hoped to have their facility back open in March or April of 2023.

MOTION: Commissioner moved to approve the jail use agreement between Benton County and Adams County. Commissioner McKay seconded and upon vote, the motion carried.

Operation Greenlight

Matt Rasmussen presented the resolution proclaiming November 7 – 13, 2022 as "Operation Green Light" by honoring veterans and lighting up portions of the county buildings.

MOTION: Commissioner Delvin moved to approve the proclamation in observance of "Operation Green Light" For Veterans. Commissioner McKay seconded and upon vote, the motion carried.

Cable Bridge Lighting

Commissioner McKay asked about getting special lighting for the cable bridge. Mr. Fyall said there was a concerted effort on that, and he would provide a briefing in the next few weeks.

Wautoma Solar Project

Commissioner McKay said that Yakima County was wanting to do solar panels, but he was not interested in this happening in Benton County as 200-300 acres of agricultural land would go away. He said it was a good tour, but very frustrating.

The Board briefly recessed, reconvening at 9:41 a.m.

Executive Session – Review Qualifications of an Applicant for Public Employment

The Board went into executive session at 9:41 a.m. for up to minutes with Chief Guerrero and Eric Wyant to review the qualifications of an applicant for public employment. Also present were Carlee Nave, Matt Rasmussen, and Cami McKenzie, Ryan Brown, and Reid Hay.

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

MOTION: Commissioner Delvin moved to approve the salary request form as presented for Elias Sanchez-Nunez. Commissioner McKay seconded and upon vote, the motion carried.

Executive Session - Pending Litigation

The Board went into executive session at 9:45 a.m. for up to 20 minutes with Ryan Brown to discuss pending litigation. Also present were Matt Rasmussen, Cami McKenzie, Reid Hay, and Josie Delvin. The Board came out at 10:02 a.m. No decisions were made in executive session.

MOTION: Commissioner Delvin moved to approve a Settlement Agreement Among Benton County and Jaclyn Sleater on Behalf of Herself and the Certified Classes. Commissioner McKay seconded and upon vote, the motion carried.

Executive Session - Consider Acquisition of Real Estate by Lease

The Board went into executive session at 10:03 a.m. for up to 10 minutes with Matt Rasmussen to consider acquisition of real estate by lease. Also present were Cami McKenzie and Ryan Brown.

The Board came out at 10:07 a.m. No decisions were made in executive session.

MOTION: Commissioner Delvin moved to approve the resolution and lease agreement with Columbia River Warehouse LLC. Commissioner McKay seconded and upon vote, the motion carried.

Press Event – Behavioral Health Recovery Center

Mr. Rasmussen said he wanted to schedule a press event for these new buildings, and they were looking at November 17. Commissioner McKay said he could attend.

Tort Claim

CC 2022-39: Received on November 8, 2022 from Noel Gonce

Accounts Payable

Check Date: 10/28/2022

Wire Transfers #: 247
Total all funds: $1,634,702.90

Check Date: 10/31/2022

Warrants #: 239196
Total all funds: $25,412.00

Check Date: 11/04/2022

Warrants #: 239229-239525
Total all funds: $3,299,370.85

Wire Transfers #: 248-249, 259-260
EFT's #: 150-158
Total all funds: $58,987.64

Resolutions

2022-799: Line Item Transfer, Fund No. 3050, Dept. 000 for Salaries
2022-800: Line Item Transfer, Fund No. 0010, Dept. 115 to 120 for Corrections Overtime, Medical & Bi-Pin
2022-801: Line Item Transfer, Fund No. 0010, Dept. 120 for Bi-Pin
2022-802: ArcGIS License Renewal w/Environmental Systems Research for GIS Department
2022-803: Purchase of One Laptop & Dock From Dell, Inc. for Human Resources Dept.
2022-804: Purchase of Eight Docks & Eight Power Supplies From Wireless Access Technologies for Sheriff's Office
2022-805: Amendment- 60-month Lease Agreement with Ricoh USA for Copier for Clerk/Auditor/Voting Center and ER&R Offices
2022-806: Line Item Transfer, Fund No. 1150, Dept. 171 for Overtime
2022-807: Termination Notice of Public Defense Dependency Agreement for Diana Anderson
2022-808: Termination Notice of Public Defense Dependency Agreement for Kathleen Moreno
2022-809: Termination of Public Defense Dependency Agreement w/Michelle Trombley
2022-810: Termination of Public Defense Dependency Agreement w/Susan Henwood
2022-811: District & Superior Court Investigation Services Agreement w/Shane Morlan
2022-812: Line Item Transfer, Fund No. 01480, Dept. 121 for Overtime & Uniforms
2022-813: Contract w/PBS Engineering & Environmental Inc for Geophysical/Geotechnical Services
2022-814: 1st Contract Amendment w/Lou Sowers for Psychological Evaluations in Corrections & Sheriff's Offices
2022-815: 1st Contract Amendment w/On Scene Medical Services for As Needed Medical Services for All County Departments
2022-816: Agreement w/Flock Group Inc for Software & Hardware Purchase for Sheriff's Office
2022-817: Line Item Transfer, Fund No. 0010, Dept. 118 for Uniforms
2022-818: Line Item Transfer, Fund No. 0010, Dept. 119 for Uniforms
2022-819: Line Item Transfer, Fund No. 0010, Dept. 121 for Uniforms
2022-820: Line Item Transfer, Fund No. 0010, Dept. 125 for Overtime
2022-821: Planning - Regarding A Change In The Zoning Classification From Light Industrial To Urban Growth Area Residential On Four Parcels - File ZC 2022-007
2022-822: Adopting The 2023-2028 Benton County Capital Improvement Plan
2022-823: Agreement Between Benton County And Adams County For Jail Space At The Benton County Jail
2022-824: Supporting Operation Green Light For Veterans - November 7 - 13, 2022 In Observance Of Operation Green Light
2022-825: Approving A Settlement Agreement Among Benton County And Jaclyn Sleater On Behalf Of Herself And The Certified Classes

2022-826: Approving A Lease Agreement Between Benton County And Columbia River Warehouse LLC - Behavioral Health Recovery Center

There being no further business before the Board, the meeting adjourned at approximately 10:08 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 127.

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 Human Resources Dept Nbr: 115 to 127

Fund Name: Current Expense Fund Nbr: 0010

TRANSFER FROM: 115 TRANSFER TO: 127

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	5181000	54103	Professional Services	$35,000
TOTAL			$35,000	TOTAL			$35,000

Explanation:

To allocate budget for Neogov invoice 2022-2023

Prepared by: Linda Ivey Date: 07-Nov-2022

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	November 15, 2022
Subject:	Approving the Purchase of One 3571 Mobile Precision, One Thunderbolt Dock and Two 27-inch Monitors for Public Defense from Dell Inc.
Presenter:	
Prepared By:	Alex Garcia
Reviewed By:	Procurement Department, Robert Heard

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

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

Summary / Background Information

Public Defense has requested purchase a new laptop, one dock, and two 27 inch monitors for a new employee. Resolution 2019-753 requires that all non-budgeted devices purchased over $500 be coded to the department's 3508 expenditure code and be approved by the Board of Benton County Commissioners. Laptops and dock will be purchased from Dell Inc., an authorized Washington State vendor under NASPO ValuePoint's Computer Equipment Contract, Dell Marketing, L.P. Contract #05815-003.

Fiscal Impact

Amount: **$3,067.36 excluding WSST.**

Fund: **Approved Public Defense 2021-2022 budgeted funds.**

Recommendation

Information Technology recommends that the Board approve the purchase of one Mobile Precision laptop, one Thunderbolt dock and two 27 inch monitors in an amount not to exceed $3,067.36 excluding WSST from Dell Inc. All equipment purchased will be added to Central Services Replacement Fund (0132101).

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE OF ONE 3571 MOBILE PRECISION MODEL LAPTOP, ONE THUNDERBOLT DOCK AND TWO 27 INCH MONITORS FOR PUBLIC DEFENSE FROM DELL INC.

WHEREAS, Public Defense has made a request to purchase one laptop, one dock and two 27 inch monitors for their department's legal secretary position; and

WHEREAS, Information Technology recommends purchasing one Mobile Precision laptop, one Thunderbolt dock, and two 27 inch monitors from Dell Inc.; and

WHEREAS, per Resolution 2013-431, the Board approved Master Contract Usage Agreement between the State of Washington and Benton County authorizing the purchase of goods and services through the Department of Enterprise Services (DES) an agency of the State; and

WHEREAS, Dell is an authorized Washington State vendor under NASPO ValuePoint's Computer Equipment Contract, NASPO MNWNC-108 Contract #05815-003; and

WHEREAS, per Resolution 2019-753, the Computer Replacement Policy requires all new computer equipment over $500 receive approval by the Board of Benton County Commissioners before purchasing; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with Information Technology's recommendation and approves the purchase of one Mobile Precision laptop, one Thunderbolt dock, and two 27 inch monitors for Public Defense's legal secretary position from Dell Inc. in an amount not to exceed $3,067.36 excluding Washington State Sales Tax; and

BE IT FURTHER RESOLVED, newly purchased laptop and docking station will be enrolled into Central Services Replacement Fund (0132101).

Dated this 15 day of November , 2022

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

Orig: Information Technology
cc: Auditor, PD

Prepared by: A. Garcia

A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	**3000135511191.1**	Sales Rep	Charles Anglin
Total	**$3,334.20**	Phone	(800) 456-3355, 6180469
Customer #	1710002	Email	Charles_Anglin@Dell.com
Quoted On	Nov. 03, 2022	**Billing To**	ACCOUNTS PAYABLE BENTON COUNTY CENTRAL SERVICES 620 MARKET ST PROSSER, WA 99350-1300
Expires by	Dec. 03, 2022		
Contract Name	Dell NASPO Computer Equipment PA - Washington		
Contract Code	C000000010849		
Customer Agreement #	NASPO MNWNC-108 / 05815-003		
Deal ID	24388801		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,
Charles Anglin

Shipping Group

Shipping To

ALEX GARCIA
BENTON COUNTY CENTRAL SERVICES
620 MARKET ST
PROSSER, WA 99350-1300
(509) 222-3742

Shipping Method

Standard Delivery

Product	Unit Price	Quantity	Subtotal
Mobile Precision 3571	**$2,113.14**	**1**	**$2,113.14**
Dell Thunderbolt 4 Dock- WD22TB4	**$333.94**	**1**	**$333.94**
Dell 27 Monitor - P2722H, 68.6cm (27")	**$310.14**	**2**	**$620.28**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Subtotal:	**$3,067.36**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Non-Taxable Amount:	**$0.00**
Taxable Amount:	**$3,067.36**
Estimated Tax:	**$266.84**
Total:	**$3,334.20**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Shipping Group Details

Shipping To

ALEX GARCIA
BENTON COUNTY CENTRAL SERVICES
620 MARKET ST
PROSSER, WA 99350-1300
(509) 222-3742

Shipping Method

Standard Delivery

		Quantity	Subtotal
Mobile Precision 3571 Estimated delivery if purchased today: Nov. 21, 2022 Contract # C000000010849 Customer Agreement # NASPO MNWNC-108 / 05815-003	**$2,113.14**	**1**	**$2,113.14**

Description	SKU	Unit Price	Quantity	Subtotal
Dell Mobile Precision Workstation 3571 CTO	210-BDTJ	-	1	-
Intel Core i7-12800H vPro (24 MB cache, 14 cores, 20 threads, 2.40 GHz to 4.80 GHz, 45W)	379-BEUW	-	1	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	1	-
No Microsoft Office License Included	658-BCSB	-	1	-
Intel Core i7-12800H vPro with NVIDIA T600 4GB, GDDR6 graphics	329-BGSE	-	1	-
NVIDIA T600, 4 GB, GDDR6	490-BHMO	-	1	-
15.6" FHD 1920 x 1080, 60 Hz, 250 nit, non-touch, IR FHD Camera and Mic with WLAN + 4G WWAN	391-BGOO	-	1	-
FHD/IR Camera, Temporal Noise Reduction, Camera Shutter, Mic	319-BBJG	-	1	-
16 GB, 1 x 16, 4800MHz, DDR5, Non-ECC SoDIMM	370-AGZI	-	1	-
M.2 2230 256 GB, PCIe x4 NVMe, Class 35 Solid State Drive	400-BNNC	-	1	-
No Additional Hard Drive	401-AAGM	-	1	-
Single Pointing Backlit English US Keyboard with numeric keypad	583-BHBG	-	1	-
Single Pointing, Finger Print Reader, Smart card reader, NFC	346-BHZT	-	1	-
Intel AX211, 2x2 MIMO, 2400 Mbps, 2.4/5/6 GHz, Wi-Fi 6/6E (WiFi 802.11ax), Bluetooth 5.2	555-BHLT	-	1	-
6 cell, 97 WHr standard lifecycle battery	451-BCXJ	-	1	-
130W Type C Power Adapter	492-BDGH	-	1	-
Intel vPro Technology Disabled	631-ADIE	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	1	-
Quick Setup Guide for Mobile Precision 3571	340-CZKO	-	1	-
Custom Configuration	817-BBBB	-	1	-
Wireless Intel AX211 WLAN Driver	555-BHOS	-	1	-
Power Cord 1M US	470-AFGV	-	1	-
Bottom cover	354-BBER	-	1	-
Packaging (DSC + 130W Adapter)	340-DBDC	-	1	-
Intel Core i7 non-vPro Processor Label	340-CUEQ	-	1	-

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

SupportAssist	525-BBCL	-	1	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-
Dell Optimizer for Precision	640-BBSC	-	1	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1	-
Waves Maxx Audio	658-BBRB	-	1	-
Dell Power Manager	658-BDVK	-	1	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	1	-
No RAID	780-BBFE	-	1	-
BTO Standard Shipment (M)	800-BBGS	-	1	-
ProSupport Plus: Accidental Damage Service, 4 Years	997-1069	-	1	-
ProSupport Plus: Keep Your Hard Drive, 4 Years	997-1091	-	1	-
Dell Limited Hardware Warranty Plus Service	997-1129	-	1	-
ProSupport Plus: 7x24 Technical Support, 4 Years	997-1137	-	1	-
ProSupport Plus: Next Business Day Onsite, 4 Years	997-6067	-	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	1	-
Extended Battery Service for Years 2 and 3 of System Life	988-5552	-	1	-

		Quantity	Subtotal
Dell Thunderbolt 4 Dock- WD22TB4	**$333.94**	**1**	**$333.94**

Estimated delivery if purchased today:
Nov. 14, 2022
Contract # C000000010849
Customer Agreement # NASPO MNWNC-108 / 05815-003

Description	SKU	Unit Price	Quantity	Subtotal
BASE,DS,WD22TB4 US 180W	210-BDQH	-	1	-
Dell Limited Hardware Warranty	872-8557	-	1	-
ProSupport Advanced Exchange Service 4 Years	872-8568	-	1	-
ProSupport 7x24 Technical Support and Assistance 4 Years	872-8576	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	1	-

		Quantity	Subtotal
Dell 27 Monitor - P2722H, 68.6cm (27")	**$310.14**	**2**	**$620.28**

Estimated delivery if purchased today:
Nov. 11, 2022
Contract # C000000010849
Customer Agreement # NASPO MNWNC-108 / 05815-003

Description	SKU	Unit Price	Quantity	Subtotal
Dell 27 Monitor - P2722H, 68.6cm (27")	210-BBCK	-	2	-
Dell Limited Hardware Warranty	814-5380	-	2	-
ProSupport: Advanced Exchange Service, 4 Years	814-5400	-	2	-
ProSupport: 7x24 Technical Support, 4 Years	814-5408	-	2	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	2	-

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Subtotal:	**$3,067.36**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Estimated Tax:	**$266.84**
Total:	**$3,334.20**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier´s affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^DELL BUSINESS CREDIT (DBC): Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either $20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 11/01/22 BC 11/15/22
Subject:	Professional Services Contract with Lutheran Community Services Northwest
Presenter:	N/A
Prepared By:	Rosa Garcia
Reviewed By:	David Wheeler

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

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

Summary / Background Information

Lutheran Community Services Northwest has agreed to provide a Master's level licensed mental health clinician for mental health assessments, crisis management, case planning, coordination of services, and transitional coordination of care to youth in detention.

The attached Professional Services Contract shall begin January 1, 2023 and expires on December 31, 2024.

Fiscal Impact

Amount not to exceed $365,000.00 to be paid out of Public Safety Tax Fund 171 Juvenile Operation. No supplement needed.

Recommendation

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

Suggested Motion

Approve as part of consent agenda.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF AWARDING LUTHERAN COMMUNITY SERVICES NORTHWEST A PROFESSIONAL SERVICES CONTRACT TO PROVIDE MENTAL HEALTH ASSESSMENTS, CRISIS MANAGEMENT, CASE PLANNING, COORDINATION OF SERVICES AND TRANSITIONAL COORDINATION OF CARE TO YOUTH IN DETENTION

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

WHEREAS, the Juvenile Administrator recommends entering into a new Professional Services Contract with Lutheran Community Services Northwest; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners, Benton County, Washington; and the Board of Franklin County Commissioners, Franklin County, Washington, the Boards concur with the Juvenile Administrator's recommendation and hereby award the Professional Services Contract to Lutheran Community Services Northwest in an amount not to exceed $365,000.00; and

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

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

DATED this ___ day of _____ 2022
BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chair of the Board

_____
Chair Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

_____
Clerk of the Board

DATED this ___ day of _____ 2022
FRANKLIN COUNTY BOARD OF COMMISSIONERS

_____
Chair of the Board

_____
Chair Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

_____
Clerk of the Board

Originals (2): 1-BC Commissioners, 1-FC Commissioners; Electronic (2): 1-Lutheran, 1-BFJJC

R. Garcia

BENTON and FRANKLIN COUNTIES
PROFESSIONAL SERVICES CONTRACT

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 and **FRANKLIN COUNTY**, a political subdivision with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the **Benton-Franklin Counties Juvenile Justice Center**, a bi-county agency located at 5606 West Canal Place, Suite 106, Kennewick, WA 99336 (hereinafter "COUNTIES"), and **Lutheran Community Services Northwest** with its principal offices at 4040 South 188th Street, Suite 300, SeaTac, WA 98188 (hereinafter "CONTRACTOR").

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

1. **DURATION OF CONTRACT**

The term of this Contract shall begin on **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.

2. **SERVICES PROVIDED**

a. CONTRACTOR shall provide CDDA Mental Health Disposition Alternative Assessment as required by R.C.W. 13.40.165.

b. A full-time mental health clinician, masters level with MHP and licensed preferred but not required. The mental health clinician will be housed in detention. The clinician is directly responsible for the screening and evaluation of youth entering the detention center as well as establishing a treatment plan for the youth and providing daily individual and/or group therapy sessions as needed. It is anticipated the clinician will coordinate their daily schedule to meet the needs of the youth and staff in detention. The clinician will also provide brief training on mental health related topics to Detention Staff during shift change meetings.

c. Access to a team of approximately 2-3 identified Behavioral Interventionists, who are specifically trained to work at the

detention facility. The team of Behavioral Interventionist would be available up to a collective 20 hours per week to work with individual youth on specifically identified coping skills set forth by the clinician. It is anticipated that they will have access to the various settings to conduct interventions with youth. Some settings identified are the library, classroom, gym, task room or interview room.

d. A Mental Health Supervisor up to one (1) hour per week. The Supervisor will be a master's level, with MHP and will be licensed. The supervisor will be responsible for the overall coordination of programming to include overseeing the actions of the Clinician and Behavioral Interventionists, re-entry and transition planning, crisis planning, detention staff training and the collection of data and outcome measures. It is anticipated the supervisor will call team meetings as needed to discuss any program related topics and offer support to staff when experiencing any challenges. The supervisor will be responsible for overseeing time keeping for staff associated with the detention mental health team and will fill in as needed, when possible, if staff are not available. Supervision in excess of one (1) hour per week will need prior approval by the Detention Manager or Juvenile Court Administrator.

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

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

3. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Name:	Sharon Gentry
Address:	3321 W. Kennewick Ave., Suite 150 Kennewick, WA 99336
Phone:	(509) 735-6446
Email:	sgentry@lcsnw.org

b. For COUNTIES:

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

4. COMPENSATION

a. The CONTRACTOR will be paid at the rate of $250.00 for each CDDA Mental Health Disposition Alternative Assessment up to four hours. Assessments over four hours will be paid at the agreed upon hourly rate of $69.00 for each additional hour. Assessments taking in excess of four hours will need prior approval of the Probation Manager or Juvenile Court Administrator.

b. The Mental Health Clinician will be paid at a rate of $69.00 per hour not to exceed 37.5 hours per week.

c. The Behavioral Interventionists will be paid at a rate of $42.00 per hour not to exceed 20 hours per week.

d. The Mental Health Supervisor will be paid at a rate of $78.00 per hour not to exceed 1 hour per week.

e. The maximum total amount payable by the COUNTIES to the CONTRACTOR under this Contract shall not exceed Three Hundred Sixty-Five Thousand Dollars and Zero Cents ($365,000.00).

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

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

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

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

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

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

5. AMENDMENTS AND CHANGES IN WORK

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

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

6. HOLD HARMLESS AND INDEMNIFICATION

a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTIES and its officers, officials, employees, and agents

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

b. In any and all claims against the COUNTIES and its officers, officials, employees, and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 6 shall survive termination and expiration of this Contract.**

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

7. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

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

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTIES incurs fines or is required by law to provide benefits to or obtain coverage for

such employees, CONTRACTOR shall indemnify the COUNTIES. Indemnity shall include all fines, payment of benefits to CONTRACTOR or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to COUNTIES by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTIES to CONTRACTOR for performance of this Contract.

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

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

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

The CONTRACTOR must provide commercial general liability coverage that does not exclude activities to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 6. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

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

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

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

e. **Other Insurance Provisions**:

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

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

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

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

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

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

7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract, except for professional liability under Section 8(a), shall be written on an Occurrence Policy form.

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

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

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

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington that have an A.M. Best's rating of at least A-VII or better in the most recently published edition

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

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

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

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

4. 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 and Franklin County Risk Manager at the following addresses: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336; Franklin County Risk Manager, 1016 N. 4th Ave., Pasco, WA 99301.

8. TERMINATION

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

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

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

9. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

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

10. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of

this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

11. INDEPENDENT CONTRACTOR

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

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 4 of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any COUNTIES benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTIES employees.

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

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

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

12. COMPLIANCE WITH LAWS

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

13. OTHER PROVISIONS

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

a. Background Check/Criminal History

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

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

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

b. Sexual Misconduct

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

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

14. INSPECTION OF BOOKS AND RECORDS

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

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

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

17. PATENT/COPYRIGHT INFRINGEMENT

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

18. DISPUTES

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

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

19. CONFIDENTIALITY

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

20. CHOICE OF LAW, JURISDICTION, AND VENUE

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

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

21. SUCCESSORS AND ASSIGNS

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

22. SEVERABILITY

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

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

23. ENTIRE AGREEMENT

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

24. NOTICES

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

25. SURVIVABILITY

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

26. LITIGATION HOLD NOTICE

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

written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTIES is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule required by Section 14 of this Contract.

27. PUBLIC RECORDS ACT

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

- This section left blank intentionally -

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

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

Lutheran Community Services Northwest	**Benton Franklin Counties Juvenile Justice Center**
October 18, 2022	
David Duea **Date** **President & CEO**	**David Wheeler** **Date** **Juvenile Court Administrator**
BENTON COUNTY APPROVAL Approved as to Form: Stephen Hallstrom, Deputy Prosecuting Attorney Date By: _____ Name: _____ Title: Chair, Board of Commissioners Date: _____ Attest: Clerk of the Board: _____	**FRANKLIN COUNTY APPROVAL** Approved as to Form: 10/18/22 Jennifer Johnson, Civil Deputy Prosecuting Attorney Date By: _____ Name: _____ Title: Chair, Board of Commissioners Date: _____ Attest: Clerk of the Board: _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	November 15, 2022
Subject:	Professional Services Agreement with attorney Eric Scott
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 District Court on adult criminal cases ("Services").

One of the County's employed staff trial public defenders, Jordan Castellano will be on medical leave from November 3, 2022 until November 30, 2022 and, as a result, will need full coverage for both her existing caseload and new cases assigned to her during this period.

Eric Scott is an attorney engaged in the private practice of law, has direct experience in litigating cases involving persons charged with misdemeanor criminal offenses, and desires to contract with the County to provide legal services to indigent persons subject to felony criminal charges in Benton County District Court by providing coverage for Jordan Castellano's existing and assigned caseload during her leave.

Fiscal Impact

None beyond budgeted.

Recommendation

Execute professional services agreement with attorney Eric Scott for coverage of Benton County staff trial defender Jordan Castellano during her leave from November 3, 2022 to November 30, 2022 in Benton County District Court.

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 IN BENTON COUNTY SUPERIOR COURT WITH ATTORNEY ERIC SCOTT TO PROVIDE LEAVE COVERAGE FOR BENTON COUNTY OFFICE OF PUBLIC DEFENSE STAFF ATTORNEY JORDAN CASTELLANO

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

WHEREAS, because County employed staff attorney, Jordan Castellano, will be on leave from November 3, 2022 until November 30, 2022, it is necessary to provide coverage Services; and

WHEREAS, attorney Eric Scott is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with misdemeanor criminal offenses and desires to contract with the County to provide leave coverage for staff attorney Jordan Castellano's existing and assigned caseload; and

WHEREAS, it is therefore in the best interests of Benton County to award a professional services agreement with Eric Scott for public defense services; **NOW, THEREFORE**

BE IT RESOLVED that the proposed professional services agreement with Eric Scott to provide public defense services in Benton County District Court for adult criminal cases, to cover the scheduled leave of Benton County Office of Public Defense staff attorney, Jordan Castellano, from November 3, 2022 until November 30, 2022, with compensation of $6,500.00 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, Eric Scott
Copy – Auditor, Superior Court, S. Godinez M. Vander Sys

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

BCSC2222MW001T

CONTRACT SUMMARY			
Contract Type	Monthly		
Contract Number	BCSC2222MW001T	**Contract Holder**	Eric Scott
WSBA #	48913	**Effective Dates**	11/03/22 to 11/30/22
Caseload Cap	**390**	**Compensation**	**$6500 per Month**
Assigned Court	**District Court**	**Compensation Structure**	**By the Month**
Contract Slot Identifier: n/a			
Compensation Payable to: Tri-City Legal, PLLC			

THIS AGREEMENT is entered into by and between **Eric Scott,** attorney at law, Washington State Bar Association #48913 ("Attorney"), and **BENTON COUNTY, WASHINGTON**, a state of Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court.

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

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

B. One of the County's employed staff trial public defenders, Jordan Castellano, ("Staff Attorney") will be on leave from November 3, 2022 until November 30, 2022 ("Coverage Period") and, as a result, will need full coverage for both her existing caseload and new cases assigned to her ("Staff Attorney Caseload") during Coverage Period.

C. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with felony criminal offenses, and desires to contract with the County to provide legal services to indigent persons subject to felony criminal charges in Benton County Superior Court by providing coverage for Staff Attorney's existing and assigned caseload during Coverage Period.

D. The parties intend that the cases on Staff Attorney Caseload, which are covered by Attorney during the Coverage period remain assigned to Staff Attorney, but that Attorney assume Staff Attorney's role in its entirety (as further detailed herein) during the Coverage Period. The Benton County District Court has been consulted regarding this proposed arrangement and has agreed to it.

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 **11/03/22,** and shall continue thereafter through and including **11/30/22**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement. Upon expiration of this Agreement, unless extended by mutual written agreement, Attorney's obligations as to Staff Attorney Caseload shall cease and responsibility for such cases will be resumed by Staff Attorney.

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 7101 Hood Pl, Ste B202, Kennewick, WA 99336; Attorney's current local office telephone and fax numbers are (509) 578-1555 and (509) 591-9355, respectively; and Attorney's current office/work e-mail address is whitmirelaw@gmail.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, 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-Franklin Counties Public Defense Manager ("PDM"), the Benton County Prosecuting Attorney, and the Benton-Franklin Counties Superior Court Administrator ("Superior Court Administrator").

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

3. **ATTORNEY'S QUALIFICATIONS.** Attorney acknowledges and agrees that the County has an obligation to provide competent and effective legal counsel to indigent persons subject to proceedings in Benton County Superior 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 felony 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 felony criminal defense or criminal prosecution matters; meets the minimum standards for Superior Court felony public defense (for Class A, B, and C felonies, sex-case felonies, and violent Class A and B felonies) as adopted by the Washington State Supreme Court; has not been 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

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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.

b. 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 its 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.

c. 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 documentation/reporting of sexual misconduct.

d. Reserved

e. Attorney represents and warrants that, throughout the entire term of this Agreement, Attorney's private law practice caseload; Attorney's schedule; and Attorney's office resources, equipment, and support staff will allow Attorney to competently undertake and effectively perform all services required under this Agreement. Attorney represents and warrants that Attorney's private law practice and schedule will not interfere with Attorney's ability to timely and 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 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.

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f. Pursuant to RCW 10.101.050, no later than 15 calendar days after the end of each calendar year during the term of this Agreement, Attorney shall provide the PDM with a written report showing the total number and specific types of private practice cases (which for purposes of this Agreement shall include pro bono cases, retained-fee cases, and any cases handled by Attorney under any other professional/personal services agreement) in which Attorney provided legal services during the preceding year 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 reporting requirements under RCW 10.101.050, other applicable statute or relevant case law are later amended/modified (or, in the case of case law, reasonably required as a best practice) Attorney shall correspondingly comply with any such amended/modified reporting requirements without added compensation upon written notice from the County to do so.

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

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

4. **OTHER INDIGENT DEFENSE ATTORNEYS.**

In addition to entering into this Agreement with Attorney, the County has entered into, or contemplates entering into, separate and independent professional services agreements with other licensed attorneys to primarily provide criminal defense services to persons accused of felony crimes in Benton County Superior Court. Attorney agrees to fully cooperate and coordinate with such other independent contractor attorneys, the Benton County Superior Court, the Superior Court Administrator, the PDM, and any attorneys hired and employed by the County ("Public Defenders") to provide criminal defense services to persons accused of felony crimes in Benton County Superior Court, to establish a process to effectuate the efficient and equitable distribution

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of case appointments between Attorney, said other independent contractor attorneys, and said Public Defenders (collectively the "Benton County Superior Court Criminal Defense Panel"). The Superior Court Administrator 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, in addition to handling the cases on Staff Attorney Caseload existing at the time of the commencement of this Agreement, Attorney agrees to handle additional appointments to represent indigent persons (regardless of their race, color, national origin, age, sex, marital status, sexual orientation, handicap/disability, personal background, creed, or political or religious affiliation) on any matter in Benton County Superior Court in which publicly provided counsel is furnished or required by law. The parties specifically agree that while these appointments will continue to be in the name of Staff Attorney, during the period of this Agreement, Attorney shall assume all roles and duties that Staff Attorney would otherwise assume were she not on leave. More specifically, the appointments shall be on any of the following types of matters:

- Any felony matter filed or otherwise pending under the applicable Washington criminal statutes and/or under any other applicable Washington law in Benton County Superior Court.

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

- Any misdemeanor or gross misdemeanor filed directly in Benton County Superior 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 Benton County Superior Court.

- Any case or matter returned to Benton County Superior Court from any higher court.

- Any other type of Benton County Superior Court case or matter in which another Benton County Superior Court Criminal Defense Panel member and/or any other attorney who is under a professional services agreement to provide legal representation in Benton County Superior Court is unable to handle due to a conflict of interest.

- Any case or matter transferred from the Juvenile Court through declination or other court proceedings.

- Any civil contempt of court proceeding, not including non-contempt matters such as non-criminal custody or paternity matters.

- Any case or matter initially filed in Benton County District Court but then transferred to Benton County Superior Court, including those cases in which the felony charge later is reduced to a non-felony charge.

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- Any case or matter for which post-conviction representation is mandated by law including, but not limited to, sentence reviews and requests for furloughs (only as appointed by the Superior Court).

6. **CONTINUED REPRESENTATION.**

Given the temporary coverage nature of this Agreement, there are no continued representation obligations to be met by Attorney.

7. **NUMBER OF APPOINTMENTS.** During the term of this Agreement, Attorney agrees to and shall handle all of the pending cases on Staff Attorney's caseload at the time of the commencement of this Agreement, and up to a maximum of **45 total additional cases** assigned to Attorney and added to Staff Attorney Caseload during the period of this Agreement**.**

8. **CASE COUNTING.**

a. Benton County does not employ a case weighting system for Superior Court appointments. Therefore, all new criminal case appointments that meet the definition of a "case" in SID 3.3 shall each count as one case toward Attorney's maximum annual caseload as set forth in Section 7 herein.

Specifically, the following types of appointments shall count as a case:

Type of Matter	**Treatment**
Any new criminal case filed in Superior Court	Counts as 1 case
DOSA, SSOSA, or Sentence review on another attorney's case	Counts as 1 case. If reviews extend beyond a year, then it is considered Attorney's case and additional compensation shall be paid according to the terms of Section 12 herein
Post-sentencing matter on another attorney's case	Counts as 1 case
Sentencing for another attorney's case	Counts as 1 case
Child support contempt conflict case	Counts as 1 case
Civil commitment conflict case	Counts as 1 case
Homicide or persistent offender cases (if applicable)	Counts as 1 case (Attorney shall be entitled to enhanced compensation for these types of cases pursuant to the terms of Section 13 herein).

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The following types of appointments types do not qualify under the definition of a "case" but do entitled Attorney to additional compensation according to the terms of Section 12 herein:

Material witness matters
Provisional representation during preliminary appearances to cover for the unavailability of a Staff Defender
DOSA, SSOSA, or Sentence Reviews on Attorney's own cases

b. An appointment to any matter in which Attorney was previously appointed shall not be further counted as any type of case equivalent if such matter was not fully concluded and subsequently arises again before the Benton County Superior Court and Attorney continues representing the same person in such matter within a twelve (12) month period (e.g., if Attorney was appointed to represent a person on a criminal charge who fails to appear for trial but is back before the court within 12 months, Attorney's continued representation of such person following his later arrest shall be deemed as being a prior and ongoing representation and shall not count as any type of further or additional case equivalent). Provided that, 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. Further provided, however, that the PDM may in his sole discretion adjust the case equivalent total after consultation.

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

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provided representation, the appointment of Attorney to represent such person shall be rescinded and such person shall be required to retain his/her own legal counsel. Attorney shall not thereafter represent such person in such matter on a retained-fee basis unless such person applies for and receives the Benton County Superior Court's permission allowing such representation. Nothing contained herein shall prevent Attorney from representing a person on a retained-fee basis in an action in which Attorney has not been appointed by the Benton County Superior Court to represent such person, or from representing a person on a retained-fee basis whom Attorney has been appointed by the Benton County Superior Court to represent provided that the matter(s) involving the retained representation are wholly independent and unrelated to the matter for which Attorney was appointed.

10. **CONFLICTS.** Notwithstanding any other terms or provisions contained in this Agreement to the contrary, Attorney shall not be required to accept, and Attorney shall decline to accept, an appointment under this Agreement if the particular appointment would create a true and bona fide conflict of interest for Attorney or would otherwise cause or constitute an actual violation of any generally recognized ethical or professional standards common and applicable to attorneys in the state of Washington. Furthermore, in the event a true and bona fide conflict of interest arises subsequent to Attorney receiving an appointment under this Agreement (or in the event Attorney's continued involvement in a pending case would cause or constitute an actual violation of any such ethical or professional standards), Attorney shall immediately make the Benton County Superior 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; FILE RETENTION; CONVICTION OF CRIMINAL OFFENSE.** Attorney agrees to and shall represent all persons whom Attorney is obligated to provide legal representation to (on a temporary coverage basis) hereunder with the same skill and commitment as Attorney exercises and expends when representing persons on a private and/or retained-fee basis. Without limitation in that regard, such representation should include the investigation of the underlying facts, the research of all relevant law, interviewing of potential witnesses, retention and use of investigators and/or experts when warranted and necessary, appropriate communication with the client, review of potential plea alternatives, review of potential collateral consequences associated with a plea/conviction (e.g., potential immigration or civil commitment consequences), and the preparation for and appearance on behalf of the client in all stages of Superior Court proceedings including, without limitation, arraignments, pre-trial hearings, motions, trials, sentencing/disposition proceedings, contempt proceedings, appeals (limited to the preparation and filing of any and all pleadings necessary and appropriate to perfect any appeal or statutory writ to a higher court, including the appointment of publicly-provided counsel, if and when applicable), and post-conviction reviews.

a. Without limiting Attorney's obligation to initially meet with an indigent person to discuss his/her case as soon as reasonably possible following Attorney's appointment to the case, when Attorney is appointed to an "in custody" case (i.e., a case in which the person is confined/incarcerated), Attorney should use best efforts to meet face-to-face 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), otherwise, as soon thereafter as is reasonably feasible.

b. Additionally, throughout Attorney's representation of any person under this Agreement, Attorney shall maintain reasonably appropriate contact/communications with

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

c. Attorney shall compile and maintain appropriate case records for each person whom Attorney is appointed to represent hereunder. The manner of storage, the portion or portions of case records that must be stored, and the required period of storage, shall comply with any and all applicable Rule of Professional Conduct, Washington State Bar Ethics Opinion, case law, and court rule.

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

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

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

(iii) Any violent offense as defined in RCW 9.94A.030 or its equivalent in any other State or Federal Statute

(iv) Any crime of dishonesty or deception.

12. **COMPENSATION.**

a. Attorney shall be compensated in the amount of **$8,166 per month, pro-rated for any partial months**.

Attorney shall receive additional compensation for the following assignments (only counting new assignments to Staff Attorney Caseload for which Attorney will be providing temporary coverage, and specifically not including cases already on Staff Attorney Caseload at the commencement of this Agreement):

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Type of Assignment	Additional Compensation
New Class A felony assigned to Staff Attorney but handled by Attorney with the appointment date on or before October 1, 2022.	$700
Material witness matters	$225
Provision representation during preliminary appearance dockets (Monday, Tuesday or Friday) to cover for a Staff Defender's unavailability	$175
DOSA or SSOSA review on Staff Attorney's own case	$225 per year that reviews continue
Post-sentencing matter on Staff 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. No claim for compensation shall be required in order for Attorney to be paid her stated monthly compensation.

All compensation shall be payable to Tri-City Legal, PLLC

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.

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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 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

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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 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

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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 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

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to deny payment of any claim that is not timely submitted within said requisite sixty (60) day period.

15. **ADDITIONAL ASSISTANCE.** Reserved.

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 this Agreement, throughout any other longer time period during which Attorney is

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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.

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

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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
3C4D65ED0BC4489...

Michael Vander Sys
Public Defense Manager

ATTORNEY

Date 11/2/2022

DocuSigned by:
Eric Scott
A9BACE16D21D426...

Eric Scott, WSBA 48913
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 33 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:
Eric Scott
4BA4C51ADC1B428...

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

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	November 15, 2022
Subject:	Authorizing the purchase of culvert pipe and accessories from Arrow Construction Supply of Pasco, WA
Presenter:	
Prepared By:	D. Hope
Reviewed By:	R. Blain, Procurement

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 have culvert pipe and accessories (bands) in inventory for use in maintenance activities when a culvert pipe needs to be replaced. Three vendors were solicited to provide quotes for specific sizes of pipes and bands. The quotes provided are as follows:

Arrow Construction Supply – Pasco, WA	$23,190.19 excluding WSST
NW Construction Supply – Pasco, WA	$25,124.66 excluding WSST
Pacific Corrugated Pipe Company, LLC – Grandview, WA	$33,577.05 excluding WSST

Fiscal Impact

Amount: **$23,190.19 excluding WSST**

Fund: **Road Fund (0101-101)**

Recommendation

Approve the purchase of culvert pipe and accessories for use by the Benton County Public Works Department from Arrow Construction Supply of Pasco, WA in the amount of $23,190.19 excluding WSST.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZATION TO PURCHASE CULVERT PIPE AND ACCESSORIES FOR USE BY THE BENTON COUNTY PUBLIC WORKS DEPARTMENT FROM ARROW CONSTRUCTION SUPPLY, PASCO, WA

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

WHEREAS, per Section 2.2.3 (Purchases or Leases between $10,000.00 and $50,000.00), county departments are required to obtain quotations from at least three (3) vendors on the vendor list or proof of solicitation from at least 3 vendors and such purchase is to be approved by the Board of Benton County Commissioners by Resolution; and

WHEREAS, the following companies were solicited to provide quotes for culvert pipe and accessories for use in maintenance activities performed by the Benton County Public Works Department staff:

Arrow Construction Supply – Pasco, WA	$23,190.19 excluding WSST
NW Construction Supply – Pasco, WA	$25,124.66 excluding WSST
Pacific Corrugated Pipe Company, LLC – Grandview, WA	$33,577.05 excluding WSST

WHEREAS, the County Engineer recommends the purchase of culvert pipe and accessories from Arrow Construction Supply, Pasco, WA; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners hereby approves the purchase of culvert pipe and accessories for use by the Benton County Public Works Department from Arrow Construction Supply, Pasco, WA in the amount of $23,190.19 excluding WSST.

Dated this 15th day of November 2022.

_____
Chairman

_____
Chairman Pro-Tem

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

Attest:_____
Clerk of the Board

Orig.: Public Works D. Hope
cc: Auditor, PA, Arrow

Arrow Construction Supply Inc.
1315 N. Oregon Ave. Unit 102
Pasco, Wa. 99301
(509)-537-1225
Contact: Martin Perez
Branch Manager
(509) 953-0361 cell

MATERIAL QUOTE ONLY

We are pleased to submit the following bid:

ATTENTION:Benton County

Regarding:Culvert Pipe

ARROW CONSTRUCTION SUPPLY, PROPOSES THE FOLOWING QUOTE , SUBJECT TO THE FOLLOWING TERMS

	DESCRIPTION	UNIT PRICE	TOTAL
30 sticks	*12" Culvert Pipe 20' Lengths*	*16.19ft*	*$9714.00*
30 ea	*12" Culvert Bands*	*24.29ea*	*$728.70*
30ea	*12" Gaskets*	*24.69ea*	*$740.70*
15 sticks	*18"Culvert Pipe 20' lengths*	*$24.29ft*	*$7287.00*
15ea	*18" Culvert Bands*	*$32.14ea*	*$482.10*
15ea	*18" GASKETS*	*$23.81ea*	*$357.15*
2 Sticks	*24" Culvert Pipe 20' Pipe*	*$34.83ft*	*$1393.20*
2ea	*24" Culvert Bands*	*$38.00ea*	*$76.00*
2ea	*24" Gaskets*	*$41.67ea*	*$83.34*

2 sticks	***36" Culvert Pipe 20' Lengths***	***$45.60 ft***	***$1824.00***
2ea	***36" Culvert Bands***	***$49.98ea***	***$99.96***
2ea	***36" Gaskets***	***$59.52ea***	***$119.04***
		Frieght	***$285.00***
		Sub Total	***$23,190.19***
		Tax 8.1%	***$1878.41***
		Total	$25,068.60

Price valid for

**Terms: Net 30 Days, 1.5% Service Charge per month on Past Due Accounts
**Materials F.O.B. PASCO, WA. UNLESS OTHERWISE NOTED
**15% RESTOCK ON ALL RETURNS **SALES TAX INCLUDED IN THE ABOVE BID

Benton County
Attn: Danica Hope
Date: 9/19/22
From: NW Construction Supply
Lars Nelson

description	qty	price per	total
12" hdpe double wall bell and spigot	600	$14.89	$8,931.82
18" hdpe double wall bell and spigot	300	$24.83	$7,448.86
24" hdpe double wall bell and spigot	40	$42.33	$1,693.18
12" neoprene gasket	30	$20.00	$600.00
18" neporene gasket	15	$30.00	$450.00
24" neoprene gasket	2	$38.01	$76.02
12" recor band	30	$30.00	$900.00
18" recor band	15	$45.00	$675.00
24" recor band	2	$57.05	$114.09
36" recor band	2	$88.30	$176.59
36" hdpe double wall bell and spigot	40	$73.98	$2,959.09
inbound freight	1	$1,100.00	$1,100.00
			$25,124.66
Wa sales tax			$2,035.10
Total			$27,159.76

Standard terms and condtions apply.
Due to suppply chain and logistics issues pricing subject to change without notice.

PACIFIC CORRUGATED PIPE COMPANY, LLC®

SALES QUOTE SQ2205263

CSP HDPE SRP + Accessories

Sales Quote Date: 9/12/2022
Expiration Date 10/12/2022

Project Name STOCK
Bid Date 9/12/2022
Contract No.
Customer No. **C30275**

SalesPerson Nathan Hamada
Quote Contact NATHAN HAMADA

Ship Via Pick up On Account (Net 30

Sold To: BENTON COUNTY PUBLIC WORKS
PO BOX 1001
DANICA HOPE
Ph: 509-783-1310 EXT 5665 Fax: 509-786-5627

Ship To: BENTON COUNTY PUBLIC WORKS
1142 E. Wine Country Road
Grandview

Description	Quantity	Length	Unit	Unit Price	Total Price
12" Galv CSP 16ga	30	20LF	Each	487.40	14,622.00
12" Galv Annular Band 16ga	30		Each	35.54	1,066.20
12" Neoprene Gasket (WA) 12 Wide	30		Each	32.44	973.20
18" Galv CSP 16ga	15	20LF	Each	704.00	10,560.00
18" Galv Annular Band 16ga	15		Each	41.93	628.95
18" Neoprene Gasket (WA) 12 Wide	15		Each	45.66	684.90
24" Galv CSP 16ga	2	20LF	Each	920.80	1,841.60
24" Galv Annular Band 16ga	2		Each	47.92	95.84
24" Neoprene Gasket (WA) 12 Wide	2		Each	55.02	110.04
36" Galv CSP 16ga	2	20LF	Each	1,353.80	2,707.60
36" Galv Annular Band 16ga	2		Each	63.49	126.98
36" Neoprene Gasket (WA) 12 Wide	2		Each	79.87	159.74

Subtotal:	**33,577.05**
Invoice	0.00
Total Sales Tax:	2,686.16
Total:	**36,263.21**

Proposal Accepted By:

Signature (Prepared by) **Signature** **Date**

PCP - Grandview
1142 E. Wine Country Road Grandview WA 98930 Ph: 509.882.5700 Fax: 509.882.5800
dyoungs@pcpipe.com

Buyer hereby acknowledges and agrees that:
(1) Seller's Terms and Conditions of Sale are located at https://pcpipe.com/wp-content/uploads/2019/07/Terms_and_Conditions.html and are expressly incorporated herein by reference; (2) all of the goods sold pursuant to this Sales Quote are exclusively subject to Seller's Terms and Conditions of Sale, together with any Terms and Conditions of Sale in Buyer's Credit Application and Master Sales Agreement; and (3) Buyer agrees that any and all terms or conditions at variance with, different from or in addition to Seller's Terms and Conditions of Sale do not apply whatsoever to the goods sold pursuant to this Sales Quote or any other sale by Seller to Buyer.

The steel and plastic industries have put their customers on allocation which is limiting the amount of material we are all receiving. These unprecedented limitations can cause extended lead times in our production. So, it is important that you contact your local sales representative for our estimated lead time and finalized pricing prior to submitting your purchase order.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	November 15, 2022
Subject:	Execution of contract with TranTech Engineering for bridge load rating services on Oak St. CID Bridge
Presenter:	
Prepared By:	D. Hope
Reviewed By:	Procurement

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

In accordance with the National Bridge Inspection Standards (NBIS), all highway bridges on public roads must be rated and posted, if required, for all legal loads and unrestricted routine permit loads. The intent of the load rating and posting provisions is to ensure all bridges are appropriately evaluated to determine their safe live load carrying capacity considering all unrestricted legal loads as well as permit loads, and that bridges are appropriately posted if required.

The Federal Highway Administration Board has required that all bridges have a current load rating by December 31, 2022.

The County previously entered into a contract, Res. #2017-471 and as amended #2019-666, with TranTech Engineering, LLC to evaluate approximately 52 bridges. That contract has since expired and the Oak St. CID Bridge was inadvertently excluded from the scope of work and therefore still needs to be evaluated.

The Department has negotiated with TranTech Engineering, LLC of Bellevue, Washington to provide bridge load rating services on Oak St. CID Bridge as they have previously completed the load rating on all other County bridges.

A Professional Services Contract has been prepared, reviewed as to form by the Benton County Deputy Prosecuting Attorney and signed by TranTech Engineering, LLC.

The County Engineer recommends executing a contract with TranTech Engineering, LLC to complete the load rating on Oak St. CID Bridge.

The work is scheduled to be completed by December 31, 2022 and the agreement will expire March 31, 2023.

Fiscal Impact

Amount: **$5,851.00 excluding WSST**

Fund: **Road Fund**

Recommendation

Approve and authorize the Board to sign the contract with TranTech Engineering, LLC to perform bridge load rating services on Oak St. CID Bridge in an amount not to exceed $5,851.00 excluding WSST.

Suggested Motion

Approve as part of the consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A PROFESSIONAL SERVICES CONTRACT FOR BRIDGE LOAD RATING SERVICES ON OAK ST. CID BRIDGE WITH TRANTECH ENGINEERING, LLC OF BELLEVUE, WASHINGTON

WHEREAS, in accordance with the National Bridge Inspection Standards (NBIS), all highway bridges on public roads must be rated and posted, if required, for all legal loads and unrestricted routine permit loads; and

WHEREAS, the Federal Highway Administration Board requires that all bridges be evaluated by December 31, 2022; and

WHEREAS, the County previously entered into a contract, Res. #2017-471 and as amended #2019-666, with TranTech Engineering, LLC to evaluate approximately 52 bridges; and

WHEREAS, that contract has since expired and the Oak St. CID Bridge was inadvertently excluded from the scope of work and therefore still needs to be evaluated; and

WHEREAS, the Department has negotiated with TranTech Engineering, LLC of Bellevue, Washington to provide bridge load rating services on Oak St. CID Bridge as they have previously completed the load rating on all other County bridges; and

WHEREAS, a Professional Services Contract has been prepared, reviewed as to form by the Benton County Deputy Prosecuting Attorney and signed by TranTech Engineering, LLC; and

WHEREAS, the County Engineer recommends executing a contract with TranTech Engineering, LLC to complete the load rating on Oak St. CID Bridge; **NOW THEREFORE,**

BE IT RESOLVED, that the Professional Services Contract with TranTech Engineering, LLC of Bellevue, Washington to provide bridge load rating services on Oak St. CID Bridge in an amount not to exceed $5,851.00, excluding WSST, is hereby approved; and the Board of County Commissioners is hereby authorized to sign said Contract; and

BE IT FURTHER RESOLVED, the work will be completed by December 31, 2022 and the Agreement will expire March 31, 2023.

Dated this 15th day of November 2022.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Orig.: Procurement D. Hope
cc: Auditor, PA, TranTech

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BENTON COUNTY
PROFESSIONAL SERVICES CONTRACT

TRANTECH ENGINEERING, LLC

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 TranTech Engineering, LLC, a corporation organized under the laws of the State of Washington with its principal offices at 12011 NE First St., Suite 305, Bellevue, WA 98005 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

a. Exhibit A – Scope of Work; and
b. Exhibit B – Consultant Fees.

2. DURATION OF CONTRACT

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

3. SERVICES PROVIDED

a. The CONTRACTOR shall provide a load rating update on Oak St. CID Bridge. 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 load ratings for Oak Street CID bridge no later than December 31, 2022..

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

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Name:	Khashayar Nikzad
Address:	365 118th Ave. SE, Suite 100 Bellevue, WA 98005
Phone:	(425) 453-5545
Email:	knikzad@trantecheng.com

b. For COUNTY:

Name:	Matt Mahoney
Address:	102206 East Wiser Parkway Kennewick, WA 99338
Phone:	(509) 786-5611
Email:	publicworks@co.benton.wa.us

5. COMPENSATION

a. For the services performed under this Contract, the CONTRACTOR shall be paid or a flat fee of five thousand eight hundred fifty-one dollars ($5,851.00), excluding W.S.S.T., in accordance with Exhibit B, "Consultant Fees", which is attached hereto and incorporated herein by reference]>>.

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed five thousand eight hundred fifty-one dollars ($5,851.00), excluding W.S.S.T.

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

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

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

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

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

6. AMENDMENTS AND CHANGES IN WORK

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

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

7. HOLD HARMLESS AND INDEMNIFICATION

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

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

c. The CONTRACTOR'S obligations hereunder shall include, but are

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

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

b. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. CONTRACTOR shall submit a copy of its certificate of coverage

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

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

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

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

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

The CONTRACTOR must provide commercial general liability coverage that does not exclude activities to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 7.

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CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

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

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

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

e. **Other Insurance Provisions:**

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

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

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

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

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

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

7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract, except for professional liability under Section 8(a), shall be written on an Occurrence Policy form.

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

9. Compensation and/or payments due to CONTRACTOR under this Contract are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-

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compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

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

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

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

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

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

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

9. TERMINATION

a. The COUNTY may terminate this Contract in whole or in part

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whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving thirty (30) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.

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

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

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

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

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11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

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

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

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

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

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

13. COMPLIANCE WITH LAWS

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

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14. INSPECTION OF BOOKS AND RECORDS

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

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

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

17. PATENT/COPYRIGHT INFRINGEMENT

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

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by the COUNTY of any notice of such claim.

18. DISPUTES

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

19. CONFIDENTIALITY

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

20. CHOICE OF LAW, JURISDICTION, AND VENUE

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

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

21. SUCCESSORS AND ASSIGNS

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

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22. SEVERABILITY

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

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

23. ENTIRE AGREEMENT

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

24. NOTICES

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

25. SURVIVABILITY

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

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26. LITIGATION HOLD NOTICE

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

27. PUBLIC RECORDS ACT

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

- This section left blank intentionally -

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

Dated:_____

FOR: BENTON COUNTY

_____
Chairman

_____
Member

_____
Member

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

Attest:_____
Clerk of the Board

Approved as to Form

DocuSigned by:
Eric Andrews 11/3/2022
B4F7B73BB8A1486...
Civil Deputy Prosecuting Attorney

Dated: 11/3/2022

FOR: TRANTECH ENGINEERING, LLC

DocuSigned by:
Khashayar Nikzad
BC551BB6DE104F8...
Signature

Principal
Title:

Khashayar Nikzad
Print Name

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EXHIBIT A - SCOPE OF WORK
TRANTECH Engineering
Oak St CID Bridge Load Rating Update
Benton County, WA

PROJECT DESCRIPTION

Benton County (COUNTY) has requested an engineering service contract from TranTech Engineering, LLC (TranTech) to provide load rating update services.

All work shall be in accordance with WSDOT/ FHWA procedures and requirements and with the requirements of the National Bridge Inspection Standards (NBIS) where applicable.

Task 1 – Oak St CID Bridge Load Rating Update

The Oak St CID Bridge (SID 08229000) has been identified as needing a load rating update.

The services in this task include utilization of as-built plans, and inventory inspection data to perform an inventory load rating per current WSDOT and FHWA guidelines.

This will include ratings for Specialized Hauling Vehicles (SHV) and for Emergency Vehicles (EV) as required by the FHWA's Memorandum on Load Rating of Specialized Hauling Vehicles (SHV) dated November 15, 2013 and Emergency Vehicles (EV) per FHWA Memorandum dated November 3, 2016. TranTech will provide the actual single unit rating for the SU4 – SU7 vehicles regardless of whether the Notional Rating (screening) Load (NRL) check is greater than 1.0.

A Quality Assurance Program is an integral part of each load rating. It includes the following:

- Competent and experienced personnel will perform all calculations.
- The load rating will be thoroughly reviewed and checked by experienced personnel prior to submittal.
- Any rating factor less than 1.0 will receive additional scrutiny to ensure load restrictions are avoided if possible.

Deliverables

A signed hard copy of the load rating report for the subject bridge will be submitted to the County and the electronic bridge record in the Washington State Bridge Inventory will be updated to reflect the updated rating.

The Load Rating Report will consist of:

- A Bridge Rating Summary Sheet listing the rating factors for each vehicle checked along with controlling points in the superstructure. The summary sheet shall be stamped and signed by a professional engineer licensed in the State of Washington.

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- A brief report of any potential anomalies in the ratings and an explanation of the cause of any rating factor less than 1.0, including site specific proposed load posting that will cause the least disruption to the traveling public.
- A hard copy of computer output files used for rating, and any other calculations or special analysis required.
- A complete set of plans for the bridge if they exist.
- A CD which contains the final versions of all input and output files, and other calculations created in performing the load rating.
- All reports shall be bound in Accopress-type binders.
- Should load posting be found to be necessary, TranTech will work with the County to identify a posting method that will minimize inconvenience to the traveling public.

Exhibit B - Consultant Cost Computation

Benton County - Oak St CID Bridge Load Rating Update

TRANTECH Engineering LLC

	Principal Engr. QA/QC	PM	Senior Structural Engineer	Project Structural Engineer	Staff Structural Engineer 2	Senior CAD Tech	Admin 2	Totals
Task 1 - Oak St CID Bridge Load Rating Update (1 span reinforced concret	2	2	4	8	20		2	38
Total Staff Hours	2	2	4	8	20	0	2	38
Direct Hourly Rate	$86.00	$86.00	$70.00	$65.00	$50.00	$50.00	$40.00	
Total Direct Salary Cost	**$172**	**$172**	**$280**	**$520**	**$1,000**	**$0**	**$80**	**$2,224**

Total Direct Labor Cost	**$2,224**
OH at 131.38 of Direct Labor	**$2,922**
Profit at 30% of Direct Labor	**$705**
Total (Labor)	**$5,851**

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COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	November 15, 2022
Subject:	First Contract Amendment with Jiffy Car Wash, Inc. for the Benton County Sheriff's Office
Presenter:	
Prepared By:	Lisa Small
Reviewed By:	Eric Andrews; BCSO; 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 2020-946, the Benton County Sheriff's Office (BCSO) has a contract with Jiffy Car Wash, Inc. for "as needed" washing and cleaning of fleet vehicles for 2021 and 2022 for a contract amount not to exceed $8,400, including WSST, with a termination date of December 31, 2022.

The attached First Contract Amendment is necessary as both parties wish to amend Section 2 – Duration of Contract, to extend the contract date to December 31, 2024 and amend Sections 5.a and 5.b – Compensation, increasing the contract amount from $350/month to $450/month and bring the overall contract amount to not exceed $19,200, including WSST, as further outlined in the attached First Amendment, while all other provisions of their original Contract remain in effect.

Fiscal Impact

Cost: $450/month ($10,800 for 2023-2024) for an overall contract amount not to exceed $19,200 (4 year contract, as we are extending the original contract).

Fund: Benton County Sheriff's Budget(s) – 54802 – Repair/Maintenance-Vehicle

Recommendation

Approve the attached Resolution and First Contract Amendment between Benton County and Jiffy Car Wash, Inc., as further outlined in the attached First Contract Amendment and authorize the Chairman of the Board to sign said Amendment.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE FIRST AMENDMENT OF THE PERSONAL SERVICE CONTRACT BETWEEN BENTON COUNTY AND JIFFY CAR WASH, INC. FOR "AS NEEDED" WASHING AND CLEANING OF FLEET VEHICLES FOR THE BENTON COUNTY SHERIFF'S OFFICE

WHEREAS, the Benton County Sheriff's Office (BCSO) currently has a contract with Jiffy Car Wash, Inc. for "as needed" washing and cleaning of fleet vehicles for 2021 and 2022 via Resolution 2020-946 for a contract not to exceed $8,400, including WSST, with a termination date of December 31, 2022; and

WHEREAS, the attached First Contract Amendment is necessary as both parties wish to amend Section 2 – Duration of Contract and Sections 5.a and 5.b – Compensation, as further outlined in the attached First Amendment, while all other provisions of their original Contract remain in effect; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the attached First Contract Amendment between Benton County and Jiffy Car Wash, Inc. for the Benton County Sheriff's Office for a term commencing January 1, 2021 and ending December 31, 2024; and

BE IT FURTHER RESOLVED, for services performed under said Contract, Jiffy Car Wash shall be paid $450, including WSST per month for an overall Contract amount not to exceed $19,200.00, including WSST; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman of the Board to sign the attached First Contract Amendment; and

BE IT FURTHER RESOLVED, the attached First Contract Amendment is effective on January 1, 2023.

Dated this _____ day of _____, 2022.

_____
Chairman of the Board

_____
Member

Attest ……
Clerk of the Board

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

Orig: BCSO
CC: Auditor; PA, Jiffy Car Wash

L. Small

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First Amendment to
Personal Services Contract
between
Jiffy Car Wash, Inc.
and
Benton County, Washington

THIS FIRST CONTRACT AMENDMENT, made and entered into this 1 day of Nov, 2022 by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY") and **JIFFY CAR WASH, INC.**, a corporation organized under the laws of the State of Washington with its principal offices at 2517 W Kennewick Ave., Kennewick, WA 99336 (hereinafter "CONTRACTOR").

Recitals

Whereas, COUNTY and CONTRACTOR entered into a Contract dated December 8, 2020 for the CONTRACTOR to provide "as needed" washing and cleaning of fleet vehicles for calendar years 2021 and 2022.

Whereas, this First Amendment is necessary as both parties wish to amend Section 2 – Duration of Contract and Sections 5.a and 5.b – Compensation.

Now, therefore, in consideration of the provisions and Contract set forth herein, the parties agree that all provisions of their original Contract shall remain in effect except the following sections, which are amended as follows:

a) **2. DURATION OF CONTRACT** – shall be deleted and replaced in its entirety with the following:

The term of this Contract shall begin on January 1, 2021 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.

b) **5. COMPENSATION** – 5.a and 5.b is hereby deleted their entirety and replaced with the following:

a. For the services performed under this Contract, the CONTRACTOR shall be paid four hundred and fifty dollars and zero cents ($450.00), including W.S.S.T. per month for the services described in Section 3a.

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed nineteen thousand two hundred dollars and zero cents ($19,200), including W.S.S.T.

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

Dated: _____

BENTON COUNTY, WASHINGTON

_____
Shon Small, Chairman
Benton County Commissioner

Approved as to Form:
DocuSigned by:
Eric Andrews
Eric Andrews, Civil DPA

Dated: 11-1-22

JIFFY CAR WASH, INC.

Cheryl Gillespie
Signature

Office Manager
Title:

Cheryl Gillespie
Print Name:

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	November 15, 2022
Subject:	Transferring ownership of a Conex from the Solid Waste Department to the Benton County Corrections Department
Presenter:	
Prepared By:	D. Hope
Reviewed By:	R. Blain, S. Palmus, Procurement

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

Benton County Solid Waste Department owns a Conex container that is located at the Prosser Shops. The Solid Waste Department no longer has a need for the Conex at the Posser Shops as the Moderate Risk Waste Facility is nearing completion and will be opening in the near future.

The Benton County Corrections Department has a need for the Conex at the Rattlesnake Mountain Shooting Facility. The Solid Waste Department desires to transfer ownership of the Conex to the Benton County Corrections Department.

The Director of Operations and Capital Programs will arrange to have the Conex moved from the Prosser shop to the Rattlesnake Mountain Shooting facility.

The Public Works Manager recommends the transfer of the Conex container from Solid Waste Fund to the General Fund for use by the Benton County Corrections Department.

Fiscal Impact

Amount: **None**

Fund:

Recommendation

The Public Works Manager recommends the transfer of the Conex container from Solid Waste Fund to the General Fund for use by Benton County Corrections Department at the Rattlesnake Mountain Shooting Facility.

Suggested Motion

Approve as part of the consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF TRANSFERRING OWNERSHIP OF A CONEX FROM THE SOLID WASTE DEPARTMENT TO THE GENERAL FUND FOR USE BY THE BENTON COUNTY CORRECTIONS DEPARTMENT

WHEREAS, the Benton County Solid Waste department owns a Conex container that is located at the Prosser shops; and

WHEREAS, the Solid Waste department no longer has a need for the Conex at the Prosser Shops due to the Moderate Risk Waste Facility that is nearing completion and will open in the near future; and

WHEREAS, the Benton County Corrections Department has a need for a Conex for use at the Rattlesnake Mountain Shooting Facility; and

WHEREAS, the Solid Waste Department desires to transfer ownership to the Benton County Corrections Department; and

WHEREAS, the Director of Operations and Capital Programs will arrange to have the Conex moved from the Prosser Shops to the Rattlesnake Mountain Shooting facility; and

WHEREAS, the Public Works Manager recommends the transfer of the Conex container from Solid Waste to the General Fund for use by the Benton County Corrections Department; and

BE IT RESOLVED, that the Board of Commissioners hereby approve the transfer of ownership of the Conex container from Solid Waste Fund to the General Fund for use by the Benton County Corrections Department.

Dated this 15th day of November 2022.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Original: Procurement
cc: Auditor, Solid Waste, BCCD

D. Hope

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	November 15, 2022
Subject:	Program Funded State and Local Task Force Agreement with United States Department of Justice, Drug Enforcement Administration for the Benton County Sheriff's Office
Presenter:	
Prepared By:	Lisa Small
Reviewed By:	Ryan Lukson; BCSO; 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

Attached is a Program Funded State and Local Task Force Agreement between Benton County, by and for the Benton County Sheriff's Office (BCSO) and United States Department of Justice Drug Enforcement Administration (DEA) to assign one (1) experienced deputy from BCSO, whom has been deputized as a Task Force Officer of DEA to assist with activities and duties such as immobilizing targeted violators and trafficking organizations, gather and report intelligence data relating to drug trafficking, conduct undercover operations, and other traditional methods of investigation.

DEA agrees, subject to the availability of appropriated funds, to provide necessary funds and equipment to support the activities of the DEA Officer, which includes, office space, office supplies, travel funds, investigative equipment, training, and other support items.

DEA requires the Sheriff's signature prior to signing the agreement on their end. They will return a fully executed copy for our files.

Fiscal Impact

BCSO will remain responsible for establishing the salary and benefits, including overtime, of the officer assigned to the DEA Task Force. However, DEA will, subject to the availability of appropriated funds, reimburse the County for overtime payments made by the County to the officer assigned to the Task Force, up to a sum equivalent of 25% percent of the salary of a GS-12, Step 1 per officer. The Task Force Officer's overtime shall not include any cost for benefits, such as retirement, FICA, and other expense. Said expenditures were included in the current and 2023/2024 proposed budget process; therefore, no budget adjustment will be necessary.

Recommendation

Approve the attached Resolution authorizing the Benton County Sheriff to sign the Task Force Agreement between Benton County, by and for the Benton County Sheriff's Office and United States Department of Justice, Drug Enforcement Administration (DEA) to detail one (1) experienced deputy to the DEA Task Force, as further outlined in the attached agreement.

Suggested Motion

Approved as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE BENTON COUNTY SHERIFF TO SIGN THE PROGRAM FUNDED STATE AND LOCAL TASK FORCE AGREEMENT BETWEEN BENTON COUNTY, BY AND FOR THE BENTON COUNTY SHERIFF'S OFFICE AND UNITED STATES DEPARTMENT OF JUSTICE, DRUG ENFORCEMENT ADMINISTRATION (DEA) TO ASSIST WITH REDUCING DRUG TRAFFICKING IN THE AREA

WHEREAS, the United States Department of Justice, Drug Enforcement Administration (DEA) Task Force performs activities and duties such as immobilizing targeted violators and trafficking organizations, gather and report intelligence data relating to trafficking in narcotics and dangerous drugs, conduct undercover operations, and engage in other traditional methods of investigation; and

WHEREAS, the Benton County Sheriff's Office (BCSO) has agreed to detail one (1) experienced deputy officer to the DEA Task Force who has been deputized as a Task Force Officer of DEA, with said deputy being under the direct supervision and control of DEA supervisory personnel assigned to the Task Force; and

WHEREAS, the DEA agrees, subject to the availability of funds, to provide necessary funds and equipment to support the activities of the DEA officer assigned to the Task Force. This support will include office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items; and

WHEREAS, DEA also agrees, subject to the availability of appropriated funds, to reimburse the BCSO for overtime payments made by the County to the officer assigned to the Task Force, up to a sum equivalent of 25% percent of the salary of a GS-12, Step 1, per officer. The Task Force Officer's overtime shall not include any cost for benefits, such as retirement, FICA, and other expense; and

WHEREAS, the Benton County Sheriff recognizes the importance of this position and recommends the Board approve the Program Funded State and Local Task Force Agreement between Benton County, by and for the Benton County Sheriff's Office and United States Department of Justice, Drug Enforcement Administration (DEA); **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby approves the attached Program Funded State and Local Task Force Agreement between Benton County, by and for the Benton County Sheriff's Office and United States Department of Justice, Drug Enforcement Administration (DEA); and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Benton County Sheriff to sign the Agreement between Benton County, by and for the Benton County Sheriff's Office and United States Department of Justice, Drug Enforcement Administration (DEA), along with the Certifications regarding Lobbying; Debarment; Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements attached hereto; and

Orig: BCSO
cc: Auditor, PA, Procurement, DEA

Prepared by: L. Small

BE IT FURTHER RESOLVED, the agreement shall commence October 1, 2022 and shall expire September 30, 2026.

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

Orig: BCSO
cc: Auditor, PA, Procurement, DEA

Prepared by: L. Small

PROGRAM - FUNDED STATE AND LOCAL TASK FORCE AGREEMENT

BENTON COUNTY SHERIFF

This agreement is made this 1 day of October, 2022, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Benton County Sheriff ORI# WA0030000 (hereinafter "parent agency"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 USC § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the Tri-Cities, Washington area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Washington, the parties hereto agree to the following:

1 The Tri-Cities Resident Office (RO) Task Force will perform the activities and duties described below:

   a. disrupt the illicit drug traffic in the Tri-Cities, WA area by immobilizing targeted violators and trafficking organizations;

   b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and

   c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Washington.

2 To accomplish the objectives of the Tri-Cities RO Task Force, the parent agency agrees to detail one (1) experienced officers to the Tri-Cities RO Task Force for a period of not less than two years. During this period of assignment, the parent agency officers will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.

3 The parent agency officers assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.

4 The parent agency officers assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 USC § 878.

5 To accomplish the objectives of the Tri-Cities RO Task Force, DEA will assign three (3) Special Agents to the Task Force. The parent agency agrees to provide and maintain a vehicle for use for each of its assigned Task Force Officers. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and parent agency officers assigned to the Task Force. This support will include: office

space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

6 During the period of assignment to the Tri-Cities RO Task Force, the parent agency will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the parent agency for overtime payments. Annual overtime for each state and local law enforcement officer is capped at the equivalent to 25% of the salary of a GS-12, step 1, of the general pay scale for the rest of the United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and submission of a proper request for reimbursement which shall be submitted monthly or quarterly on a fiscal year basis, and which provides the names of investigators who incurred overtime for DEA during invoiced period, the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total cost for the invoiced period. The parent agency will bill overtime as it is performed and no later than 60 days after the end of each quarter in which the overtime is performed. ***Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."***

7 In no event will the parent agency charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8 The parent agency shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9 The parent agency shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The parent agency shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of this agreement, whichever is later.

10 The parent agency shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11 The parent agency agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The parent agency acknowledges that this agreement will not take effect and no Federal funds will be awarded to the parent agency by DEA until the completed certification is received.

12 When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the parent agency shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

13 The term of this agreement shall be effective from the date in paragraph number one until September 30, 2026. This agreement may be terminated by either party on thirty days' advance written notice. DEA's support to the Task force, including reimbursement of overtime, is subject to the availability of funds on a fiscal year basis (October 1 through September 30 of the next year). Billing for all outstanding obligations must be received by DEA within 60 days of the end of the fiscal year or within 60 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by parent agency during the term of this agreement on a fiscal year basis, subject to the availability of funds.

For the Drug Enforcement Administration:

Jacob D. Galvan — Date

Acting, Special Agent in Charge

For the Benton County Sheriff

Tom Croskrey — 10/31/2022 Date

Sheriff

Approved as to Form:

Ryan J Lukson, Civil DPA

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this from. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Prt 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

TriCities RO
825 Jadwin Ave., Suite 198, Richland, WA 99352

Check ☐ if there are workplace on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in condition any activity with the grant; and

B. If convinced of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Benton County Justice Center
7122 W. Okanogan Place, Building #A120
Kennewick, WA 99336

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

Tom Croskrey, Sheriff

5. Signature

6. Date

10/31/2022

Approved as to Form:

Ryan J Lukson, Civil DPA

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	November 15, 2022
Subject:	License/Hold Harmless Agreement with City of Kennewick
Presenter:	N/A
Prepared By:	Lisa Small
Reviewed By:	Eric Andrews; Cdr. Clarke; Purchasing

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

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

Summary / Background Information

The City of Kennewick and Benton County, by and for the Benton County Sheriff's Office has a current License and Hold Harmless Agreement for the purpose of establishing the terms and conditions of use for the Kennewick Firearms Range facility, with an expiration date of December 31, 2022.

Both parties wish to enter into another License and Hold Harmless Agreement for calendar years 2023 & 2024.

Fiscal Impact

No Fiscal Impact – There are no fees associated with this agreement.

Recommendation

Approve the attached Resolution and License and Hold Harmless Agreement between the City of Kennewick and Benton County, by and for the Benton County Sheriff's Office. Said Agreement shall commence January 1, 2023 and terminate December 31, 2024.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A LICENSE AND HOLD HARMLESS AGREEMENT BETWEEN THE CITY OF KENNEWICK AND BENTON COUNTY BY AND FOR THE BENTON COUNTY SHERIFF'S OFFICE FOR THE PURPOSE OF USE FOR THE KENNEWICK FIREARMS RANGE FACILITY

WHEREAS, the City of Kennewick and Benton County, by and for the Benton County Sheriff's Office, has a current License and Hold Harmless Agreement for the purpose of establishing the terms and conditions of use for the Kennewick Firearms Range Facility, which is set to expire December 31, 2022; and

WHEREAS, the use of this facility is for organized training events and routine target practice conducted by Benton County Sheriff's Office and its officers; and

WHEREAS, both parties would like to renew the License and Hold Harmless Agreement for calendar years 2023 & 2024; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby authorizes the Chairman of the Board to sign the attached License and Hold Harmless Agreement between the City of Kennewick and Benton County, by and for the Benton County Sheriff's Office; and

BE IT FURTHER RESOLVED, the term of said Agreement shall commence January 1, 2023 and shall terminate on December 31, 2024.

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

Orig: BCSO
cc: Auditor, PA, Procurement, City of Kennewick

Prepared by: L. Small

DocuSign Envelope ID: 1CD55257-3F8A-4C86-9A16-0EC81F1BBCE3

LICENSE/HOLD HARMLESS AGREEMENT

This License and Hold Harmless Agreement ("AGREEMENT") is hereby entered into between the City of Kennewick ("CITY"), a municipal corporation and Benton County by and for the Benton County Sheriff's Office ("LICENSEE"), for purposes of establishing the terms and conditions of use for the Kennewick Firearms Range facility for organized training events and routine target practice conducted by Benton County Sheriff's Office and its officers.

I. RECITALS

WHEREAS, the CITY has authorized the use of the Kennewick Firearms Range facility for LICENSEE; and

WHEREAS, as a condition of use of the Kennewick Firearms Range facility, the CITY has required a License and Hold Harmless Agreement to be executed by both parties; **NOW, THEREFORE**

THE PARTIES AGREE HERETO AS FOLLOWS:

II. AGREEMENT

1. License.

It is agreed and understood that LICENSEE shall have use of the Kennewick Firearms Range for firearms training and routine target practice and agrees to abide by the CITY's range rules. LICENSEE agrees that officers will use protective equipment whenever shooting, including proper eyewear, hearing protection, and bulletproof vest. LICENSEE further agrees that all organized training events, as well as routine target practice involving five or more law enforcement officers, shall be supervised by a certified firearms instructor from that law enforcement agency.

2. Hold Harmless.

(a) It is agreed and understood that LICENSEE shall defend, indemnify and hold harmless the CITY, its officers, officials, employees and volunteers from and against all claims, suits, actions or liabilities, for injury or death of any person, or for loss or damage to property which arises out of the LICENSEES' use of the Firearms Range or from any activity, work or thing done, permitted or suffered by LICENSEE, in or about the Firearms Range. The LICENSEE's indemnity obligation herein does not extend to claims, suits, actions, or liabilities associated with negligence or other wrongful conduct by the CITY or its officers, officials, employees and volunteers.

(b) It is agreed and understood that the CITY shall defend, indemnify and hold harmless the LICENSEE, its employees, agents, or affiliates from and against all

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claims, suits, actions or liabilities, for injury or death of any person, or for loss or damage to property which arises out of the CITY's use of the Firearms Range or from any activity, work or thing done, permitted or suffered by the CITY, in or about the Firearms Range. The CITY's indemnity obligation herein does not extend to claims, suits, actions, or liabilities associated with negligence or other wrongful conduct by the LICENSEE or its employees, agents, or affiliates.

(c) The provisions of this section shall survive the expiration or termination of this AGREEMENT.

3. **Notices.** In the event of any incident or claim, the LICENSEE shall provide notice as set forth below:

City of Kennewick:

Randy Maynard, Commander
Kennewick Police Department
211 W 6th Avenue
Kennewick, WA 99336

Risk Management Coordinator
210 W 6th Avenue
Kennewick, WA 99336
(509) 585-1313

Benton County Sheriff's Office:

Tom Croskrey, Sheriff
7122 W Okanogan Pl., Bldg. A120
Kennewick, WA 99336
(509) 735-6555 Ext. 3260

Carlee Nave, Personnel Manager
Benton County Personnel Office
7122 W Okanogan Pl., Bldg. E310
Kennewick, WA 99336
(509) 373-2777

DocuSign Envelope ID: 1CD55257-3F8A-4C86-9A16-0EC81F1BBCE3

4. **Term of Agreement.** The term of this AGREEMENT shall commence January 1, 2023 and shall terminate on December 31, 2024.

CITY OF KENNEWICK

Chris Guerrero, Chief of Police

BENTON COUNTY

Shon Small, Chairman
Benton County Commissioner

Approved as to Form:

Lisa Beaton, City Attorney

BENTON COUNTY SHERIFF'S OFFICE

Tom Croskrey, Sheriff

Approved as to Form:

DocuSigned by:
Eric Andrews
B4F7873BB8A1486...

Eric Andrews, Civil DPA

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	15 November 2022
Subject:	Port of Benton Support Letter
Presenter:	N/A
Prepared By:	Fyall
Reviewed By:	Fyall

PA Review, Approval to Form: ☐ Yes ☐ No ☒ N/A *(see "Background" below)*

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 Agreement

Summary & Background

For the Board's consideration for signature by the Chairman is a letter of support requested by the Port of Benton for funding assistance for continued upgrades to their rail line serving the North Richland area. A three-page background paper is attached with detailed information about the project and request.

Fiscal Impact

Not applicable.

Recommendation

Staff recommends signing the letter of support.

# # #

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

Jerrod MacPherson
County Administrator
Matt Rasmussen
Deputy County Administrator

Board of County Commissioners

15 November 2022

Diahann Howard, Executive Director
Port of Benton
3250 Port of Benton Blvd
Richland WA 99354

Re: Support for Consolidated Rail Infrastructure & Safety Improvement Program Request

Ms. Howard,

Benton County is pleased to support the Port of Benton's Southern Rail Connection project to the *Consolidated Rail Infrastructure and Safety Improvement Program* ("CRISI"). This important project will ***replace end-of-life railroad crossings over busy roadways***, enabling the ongoing success and growth of the Horn Rapids Industrial Park. The Port's rail line is the critical link between a successful and growing cluster of freight-dependent businesses in the industrial park and the regional rail network operated by both Burlington Northern Santa Fe Railroad and the Union Pacific Railroad. This project is a transformational segment of a larger strategy vital for the Port to sustain and upgrade the functionality of its rail system improving and supporting industrial operations, expansion and business growth in the energy sector, manufacturing and improves supply chain delivery and provides careers in these industries.

The **at-grade crossing replacement**, ties, and rail sought with this project will improve vehicular safety immediately reducing freight rail chokepoints and supporting the ongoing growth of freight to reduce carbon emissions from the roadways. The Southern Connection project already is the second largest short line off setting 1.3M tons annually; each unit train removes 310 trucks from our roadways supporting our region and state's climate goals to reduce emissions.

As the Port of Benton's railroad track runs through a significant portion of the Horn Rapids Industrial Park and serves as a vital rail line for both the Port of Benton and City of Richland's economic development strategy improving and providing value-added agriculture, advanced manufacturing, sustainable logistics, and clean energy technologies. The County is fully supportive of the Port's planned rail improvements including upgrading signal crossings, tie replacement, and rail. Thank you for taking our comments.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

Shon Small
Chairman

PORT OF
BENTON

Southern Connection Rail Line Project, Richland, WA
August 2022

Request: $8M Federal, $2.4M Match, Total Project $10.4M

Background: The Port of Benton's railroad was built in the 1950s and contains 16 miles of rail from Columbia Center Boulevard to Horn Rapids Road in north Richland, WA. The Port of Benton is requesting funds to support its need to improve the overall safety and maintenance of its short line rail asset, in order to ensure and preserve long term economic development and reliability of this system that serves state, national and global shippers.

The Port continues to struggle to restore the industrial track, which runs through the City of Richland, back to the FRA Class 3 track conditions that were present when the Port received the rail line in 1998 from the Department of Energy, through a document known as the Indenture. The Port has defaulted and evicted its short line tenant that did note maintain the track (which includes replacement and repairs to ties, crossings, bridges, and signals) to an FRA Class 3 level. Currently, the track is designated as "Excepted Track" due to track and signal conditions and has been reduced to 5 mph. Excepted Track is the lowest standard under which rail movement may occur, and limits trains to 5-10 mph on a line that could easily see speeds of 25-40 mph when properly maintained. Improvements are urgently needed to preserve the line and preclude the line from being taken out of service, as it has the second highest annual freight tonnage of any short line in the state of Washington, currently over 1.3 million tons annually. Improvements to the track and crossings would decrease the time needed for trains to enter and exit the industrial track, thereby allowing additional rail cars onto the line each day, increasing commerce and reducing reliance on semi-trucks and the increased carbon emissions they represent to the region. This section of track is dually accessible to both the

PORT OF BENTON

Union Pacific and Burlington Northern Santa Fe Class I rail carriers, who deliver directly to rail customers over 16 miles of track owned by the Port of Benton.

The Port has been forced to step in to secure and perform needed maintenance to return the track to acceptable operating conditions. Recently, the Port completed a state FRAP/FRIB grant/loan to make repairs to two bridge structures and two crossings. This work was completed on time and under budget. The next most critical work on the Port's track is multiple at-grade rail crossings that traverse city and state roads. Currently these existing at-grade crossings have failed crossing panels, broken ties, and at times broken rail and signal wire failures. The crossings routinely lose bonding due to poor tie and rail conditions, which affects the functioning of the signals causing further train and vehicle delays. The Van Giesen crossing (pictured) is nearly at total failure and the Port is currently funding replacement of that $600,000 crossing. In addition, the Port is funding replacement of the Cemetery Access crossing at the cost of an additional $300,000. . The road crossings are very difficult to traverse using a passenger vehicle. The Port routinely receives complaints from citizens begging for the crossings to be fixed so that passenger vehicles are not damaged. Recently the Washington State Utilities and Transportation Commission has also threatened fines against the short line operator. Further, the trains often have to "Stop and Protect" at these crossings when the gate arms are not functioning. This requires the train to come to a complete stop, at which time a member of the train crew steps off the train, flags the roadway until the train fouls the crossing, and the re-boards the train. Not only is this unsafe, but is also very time- consuming for both the trains and vehicles.

The proposed project includes replacing the remaining at-grade crossing panels, repairing ties and rail through three at-grade crossings, correcting and repairing track bonding, repairing the asphalt approaches, and in the case of Kingsgate Way crossing replacing internal signal components. These include the following crossings:

- Cemetery/Swift Blvd. (City of Richland road crossing, project is under construction. Port 2022 Capital funded $300,000)*
- Van Giesen Street – SR 224 (WSDOT road crossing, project is under construction Port 2022 Capital funded $600,000)*
- Airport Way (City of Richland road crossing)
- Saint Street (City of Richland road crossing)
- SR 240 (WSDOT road crossing – Port has been awarded WSDOT – NHFP rail grant funding**

* Port 2022 Capital dollars are not included in this request

** SR 240 pending grant request is not included in this request

Additionally, the Port needs to immediately replace up to 12,000 ties, as the majority of the ties currently in place are near, or at failure. Additionally, the entire Wye track, which is the heart of the rail operations on the Port track, has failed ties/rail/and switches that need to be replaced in the immediate future to keep the industrial track in safe use. Finally, approximately three track miles of rail needs to be replaced with heavier rail, due to the continued increased rail traffic.

PORT OF
BENTON

The rail serves the Port of Benton and City of Richland's industrial properties along with the Hanford Nuclear Reservation. Companies include Lamb Weston, Lineage Logistics, Central Washington Corn Processors, Packing Corporation of American and Framatome. The careers that can be developed within value-added agricultural and clean energy sector span from trades to PhD. This rail line is ranked in the top two in the state for short line tonnage; currently serving approximately 1.3 million tons of freight annually.

The Port recently prevailed in Qui Tam litigation brought by the Port's short line tenant and operator, Tri-City Railroad Company, LLC ("TCRY"). As part of that lawsuit, TCRY claimed that the Port violated the Federal False Claims Act, 31 U.S.C. §§ 3729-3733. The United States District Court, Eastern District of Washington, [Case No. 2:17-CV-191-TOR] confirmed the Port *did not* violate the False Claims Act and TCRY has been evicted from the track. The Port is currently managing the track and anticipates contracting with another operator shortly.

The Port of Benton's goal is to recruit new value-added agricultural businesses and advanced manufacturing to the area, as well as the continual support of use of the rail to support Energy Northwest's Columbia Generating Station. The support to the Energy Northwest Columbia Generating Station, in part, may involve the potential for movement via rail of nuclear materials from the Vitrification Plant located on the Hanford site. In addition, ADRP Advanced Reactor/SMR assembly, fueling along with other new clean energy innovation and technologies, are seeking this location due to the STEM education pipeline and workforce, along with available land and logistical assets of the Port of Benton.

Contact Information: Diahann Howard, Executive Director (509) 375-3060 dhoward@portofbenton.com or www.portofbenton.com

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	November 15, 2022 **Memo Date:** October 27, 2022
Subject:	**Public Hearing** on File No. OA 2022-002 an amendment relating to BCC Title 15 Environment- 15.18 Rural Water Supply Program- Supplemental Mitigation Certificate
Presenter	G Wendt & M Cooke
Prepared By:	Greg Wendt
Reviewed By:	Greg Wendt

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

Rural Water Supply Program Overview:

To comply with County Resolution 2019-276, the Futurewise Settlement Agreement, and the Department of Ecology, the County adopted County Ordinance 619 creating the Rural Water Supply Program on January 14, 2020. The Program requires new housing units (associated with building permits), relying on permit exempt wells, located in a certain portion of Water Resource Inventory Area (WRIA) 37, to fully mitigate the impacts of such wells. The County has acquired water rights which have been placed into trust with the State of Washington's Department of Ecology. The Program consists of three (3) different mitigation packages which are available to applicants depending on whether an applicant is in or outside an irrigation district. The applicant is then required to install metering equipment which is required to be installed and approved before a certificate of occupancy is issued for the dwelling unit.

The three (3) different **mitigation certificate packages** are as follows:

Package A- Authorizes the use of an annual average of two hundred (200) gallons per day of private well water for indoor use only on the parcel, provided, so long as the daily annual average is not exceeded in any twelve (12) month period, the maximum withdrawal on any given day for parcels with a Package A Mitigation Certificate shall be six hundred seventy-five (675) gallons. *This certificate is valid only for building permits located within an irrigation district.

Package B- Authorizes the use of an annual average of three hundred (300) gallons per day, in the aggregate, of private well water for indoor use and outdoor irrigation of an area up to 1500 square feet. So long as the annual daily average is not exceeded in any twelve (12) month period, the maximum daily withdrawal on any given day for parcels with a Package B Mitigation Certificate shall be one thousand (1000) gallons. This certificate is for building permits located within an irrigation district. *This certificate is valid only for building permits not located within an irrigation district.

Package C- Authorizes the use of an annual average of four hundred (400) gallons per day, in the aggregate, of private well water for indoor use and outdoor irrigation of an area up to 3000 square feet. So long as the annual daily average is not exceeded in any twelve (12) month period, the maximum daily withdrawal on any given day for parcels with a Package C Mitigation Certificate shall be one thousand three hundred (1300) gallons. *This certificate is valid only for building permits not located within an irrigation district.

Proposed Amendment(s):

Over the past year, the County has received requests from Mitigation Certificate Package B landowners who wish to upgrade to Package C in order to remain in compliance with the Program.

To facilitate this upgrade option and provide flexibility for Package B landowners, Staff is proposing an amendment BCC Title 15- Chapter 15.18 Rural Water Supply Program. Specifically adding new language to BCC 15.18.080 for a **Supplemental Mitigation Certificate-**

Owners of a parcel for which only a Package B Mitigation Certificate has been issued and recorded may apply for a Supplemental Mitigation Certificate that shall authorize the use of an annual average of an additional one hundred (100) gallons per day, in the aggregate, of private well water for indoor use and outdoor irrigation of an additional fifteen hundred (1500) square feet. So long as the annual daily average is not exceeded in any twelve (12) month period, the maximum daily withdrawal on any given day for parcels with a Package B Mitigation Certificate and a Supplemental Mitigation Certificate shall be one thousand three hundred (1300) gallons. The price of a Supplemental Mitigation Certificate shall be set by resolution of the Board of County Commissioners.

Additionally, the County is clarifying BCC 15.18.030, reaffirming that the chapter applies to residential uses within that portion of unincorporated Benton County, as shown on the County's Mitigation Maps.

Fiscal Impact - None known at this time.

Recommendation

It is recommended that the Board adopt ordinance amendment OA 2022-02 creating a Supplement Mitigation Certificate option in BCC 15.18.080 while also reaffirming that the chapter applies to residential uses as shown and located on the County's adopted Mitigation Maps in Exhibit A of Ordinance 619/Resolution 2022-061.

Suggested Motion

I move that the Board of County Commissioners adopt ordinance amendment OA 2022-02 creating a Supplemental Mitigation Certificate option in BCC 15.18.080 and also reaffirm that the Chapter applies to residential uses as shown on the County's adopted Mitigation Maps in Exhibit A of Ordinance 619/Resolution 2022-061.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY PLANNING AN ORDINANCE relating to the rural water supply program; amending the section relating to applicability; amending the section relating to creation and use of County Water Bank; amending the section relating to mitigation certificates from the County; amending the section relating to consumptive use of water; amending Ordinance 619, Section 3 and BCC 15.18.030; amending Ordinance 619, Section 5 and BCC 15.18.050; amending Ordinance 619, Section 8 and BCC 15.18.080; and amending Ordinance 619, Section 9 and BCC 15.18.090 File No. OA 2022-002

WHEREAS Benton County adopted County Ordinance 619 to create the Benton County Rural Water Supply Program (RWSP) on January 14, 2020, to comply with County Resolution 2019-276, the Futurewise Settlement Agreement, and the Department of Ecology; and,

WHEREAS the RWSP consists of three (3) different mitigation certificate packages which are available to applicants depending on whether an applicant is in an irrigation district; and,

WHEREAS the County is proposing an amendment to the RWSP to provide flexibility for Package B mitigation certificate landowners wishing to upgrade to a Package C mitigation certificate package; and,

WHEREAS the creation of a Supplemental Mitigation Certificate to upgrade from a Package B to a Package C will authorize the use of an annual average of an additional one hundred (100) gallons per day, in the aggregate, of private well water for indoor use and outdoor irrigation of an additional fifteen hundred (1500) square feet provided the maximum daily withdrawal on any given day for parcels with a Package B Mitigation Certificate and a Supplemental Mitigation Certificate shall be one thousand three hundred (1300) gallons; and,

WHEREAS Notice of Open Record Hearing before the Board of County Commissioners was published in the Prosser Record Bulletin on November 2, 2022; and,

WHEREAS the Board of County Commissioners did conduct an open record hearing on Tuesday, November 15, 2022, at 9.00 a.m. in the Commissioners Meeting Room, Benton County Courthouse, Prosser Washington to consider the above proposed ordinance amendment to Ordinance 619, Section 3, Section 5, Section 8 and Section 9, along with BCC 11.18.030, 11.18.050, 11.18.080, and 11.18.090 as noted in Planning Case File: OA 2022-002; and,

WHEREAS after consideration of the above-mentioned amendment request and review record, staff analysis and memos, and all written and oral comments submitted at the public hearing, the Board of County Commissioners are satisfied that it appears to be in

the best interest of the public to adopt Planning Application OA 2022-002, amendment to Ordinance 619, Section 3, Section 5, Section 8 and Section 9, along with BCC 11.18.030, 11.18.050, 11.18.080, AND 11.18.090 as noted in Planning casefile OA 2022-002; **NOW THEREFORE;**

BE IT RESOLVED that the Board of County Commissioners adopts the ordinance amendment amending the Rural Water Supply Program as described in Case-file OA-2022-002; and,

BE IT FURTHER RESOLVED by the Board of Commissioners of Benton County, Washington that Ordinance No. _____ is hereby adopted and will take effect and be in full force immediately upon its passage and adoption.

Dated this 15th day of November 2022.

_____
Chairman of the Board

_____
Member

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

Attest.....
Clerk of the Board

MLC

Cc: BCC, PLN, PA

ORDINANCE NO._____

AN ORDINANCE relating to the rural water supply program; amending the section relating to applicability; amending the section relating to creation and use of County Water Bank; amending the section relating to mitigation certificates from the County; amending the section relating to consumptive use of water; amending Ordinance 619, Section 3 and BCC 15.18.030; amending Ordinance 619, Section 5 and BCC 15.18.050; amending Ordinance 619, Section 8 and BCC 15.18.080; and amending Ordinance 619, Section 9 and BCC 15.18.090.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

SECTION 1. Ordinance 619, Section 3 and BCC 15.18.030 are hereby amended to read as follows:

APPLICABILITY. This chapter shall only apply to development of parcels for residential uses which are located wholly or partially within that portion of unincorporated Benton County ((~~that drain to the Yakima River basin~~)) as set forth in the two Mitigation Area maps attached hereto as Exhibit A, which in general terms is that portion of water resource inventory area 37 delineated by the Benton County line to the west, the northern and southern boundaries of water resource inventory area 37, and on the east as set forth in the Mitigation Area maps.

SECTION 2. Ordinance 619, Section 5 and BCC 15.18.050 are hereby amended to read as follows:

CREATION AND USE OF COUNTY WATER BANK. Benton County has acquired certain water rights that will be placed into the State of Washington trust water rights program pursuant to chapters 90.38 and 90.42, RCW, and future acquired water rights may also be placed into the trust water rights program by Benton County. Mitigation certificates and supplemental mitigation certificates may be issued under BCC 15.18.080 only to the extent the aggregate amount of water considered to be consumptively used pursuant BCC 15.18.090 does not exceed the amount of water placed into the trust water rights program by Benton County for this purpose.

SECTION 3. Ordinance 619, Section 8 and BCC 15.18.080 are hereby amended to read as follows:

MITIGATION CERTIFICATES FROM THE COUNTY.

(a) An applicant for a building permit on a parcel within the boundaries of an irrigation district at the time of application approval and that must ((~~to~~)) acquire a mitigation certificate pursuant to BCC 15.18.060, may purchase one Package A Mitigation Certificate per dwelling unit from the County. A Package A Mitigation Certificate shall authorize an annual average of two hundred (200) gallons per day of private well water for indoor use only on the parcel, provided, so long as the daily annual average is not exceeded in any twelve (12) month period, the maximum withdrawal on any given day for parcels with a Package A Mitigation Certificate shall be six hundred seventy five (675) gallons. The price of a Package A Mitigation Certificate shall be set by resolution of the Board of County Commissioners.

(b) An applicant for a building permit that must acquire a mitigation certificate pursuant to BCC 15.18.060 with respect to a parcel that will not be within the boundaries of an irrigation district or that will be within the boundaries of an irrigation

district but provides written confirmation from the district that the parcel will not be subject to assessments by the irrigation district at the time of application approval, may purchase either one Package B Mitigation Certificate or one Package C Mitigation Certificate per dwelling unit from the County. The prices of Package B and Package C Mitigation Certificates shall be set by resolution of the Board of County Commissioners.

(i) Package B Mitigation Certificates shall authorize the use of an annual average of three hundred (300) gallons per day, in the aggregate, of private well water for indoor use and outdoor irrigation of an area up to 1500 square feet. So long as the annual daily average is not exceeded in any twelve (12) month period, the maximum daily withdrawal on any given day for parcels with a Package B Mitigation Certificate shall be one thousand (1000) gallons.

(ii) Package C Mitigation Certificates shall authorize the use of an annual average of four hundred (400) gallons per day, in the aggregate, of private well water for indoor use and outdoor irrigation of an area up to 3000 square feet. So long as the annual daily average is not exceeded in any twelve (12) month period, the maximum daily withdrawal on any given day for parcels with a Package C Mitigation Certificate shall be one thousand three hundred (1300) gallons.

(c) An applicant for a short subdivision or subdivision that needs to acquire one or more mitigation certificates pursuant to BCC 15.18.070 may purchase after preliminary approval of the short subdivision or subdivision one mitigation certificate per dwelling unit to be built on each buildable parcel proposed to be created.

(i) Package A Mitigation Certificates as described in BCC 15.18.080(a) above may be purchased for proposed parcels that will at the time of final plat approval be within the boundaries of an irrigation district.

(ii) Package B or Package C Mitigation Certificates as described in BCC 15.18.080(b)(i) and (ii) above may be purchased for proposed parcels that will at the time of final plat approval be outside the boundaries of an irrigation district or within the boundaries of an irrigation district if a written statement is provided by the irrigation district stating that the proposed parcels will not be subject to assessment by the district.

(d) Use of water pursuant to a mitigation certificate acquired from the County may be curtailed in extreme low water supply conditions notwithstanding the amounts of water otherwise set forth above. Any valid priority calls against the County's Trust Water Right based on local limitations of water availability and/or impairment of senior water rights shall result in temporary curtailment of the use of water under a mitigation certificate until the priority call for water ends.

(e) A mitigation certificate issued under ((~~this chapter~~)) subsections (a),(b), or (c) above satisfies the adequate water supply requirement for one dwelling unit. A building permit applicant for a parcel with multiple dwelling units and short subdivision and subdivision applicants proposing to have multiple dwelling units on proposed parcels must obtain mitigation certificates for each dwelling unit if they are relying on mitigation certificates to satisfy the requirement for an adequate water supply.

(f) Owners of a parcel for which only a Package B Mitigation Certificate has been issued and recorded may apply for a Supplemental Mitigation Certificate that shall authorize the use of an annual average of an additional one hundred (100) gallons per day, in the aggregate, of private well water for indoor use and outdoor irrigation of an additional fifteen hundred (1500) square feet. So long as the annual daily average is not exceeded in any twelve (12) month period, the maximum daily withdrawal on any given day for parcels with a Package B Mitigation Certificate and a Supplemental Mitigation Certificate shall be one thousand three hundred (1300) gallons. The price of a Supplemental Mitigation Certificate shall be set by resolution of the Board of County Commissioners.

((~~(f)~~)) (g) Each mitigation certificate and Supplemental Mitigation Certificate must be recorded with the Benton County Auditor and indicate: (1) the parcel on which the water will be used; (2) the amount of use authorized; (3) the maximum number of square feet, if any, that may be irrigated thereunder; (4) the parcel on which the well is located; and (5) the maximum amount of water authorized for use daily and in any consecutive twelve (12) month period.

SECTION 4. Ordinance 619, Section 9 and BCC 15.18.090 are hereby amended to read as follows:

CONSUMPTIVE USE OF WATER. (a) For each Package A Mitigation Certificate issued under this chapter, the annual consumptive use of water under that mitigation certificate shall be deemed to be .045 acre-feet per year.

(b) For each Package B Mitigation Certificate issued under this chapter, the annual consumptive use of water under that mitigation certificate shall be deemed to be .146 acre-feet per year.

(c) For each Package C Mitigation Certificate issued under this chapter, the annual consumptive use of water under that mitigation certificate shall be deemed to be .314 acre-feet per year.

(d) For each Supplemental Mitigation Certificate issued under this chapter, the annual consumptive use of water under that supplemental mitigation certificate shall be deemed to be .168 acre-feet per year.

((~~(d)~~)) (e) For each building permit issued between February 14, 2018, and the last business day prior to the effective date of this chapter authorizing the construction of a new building on a parcel within the Mitigation Area that will contain one or more dwelling units for which the domestic water source is a private well with no water right, the consumptive use of water shall be deemed as follows:

(i) .045 acre-feet per year for each dwelling unit located on parcels within an irrigation district; and

(ii) .146 acre-feet per year for each dwelling unit located on parcels outside of an irrigation district.

SECTION 5. Severability. If any provision of this ordinance is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the ordinance and the applicability thereof to other persons and circumstances shall not be affected thereby.

SECTION 6. Effective Date. This ordinance shall take effect and be in full force upon its passage and adoption.

ADOPTED AND PASSED this _____ day of _____.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

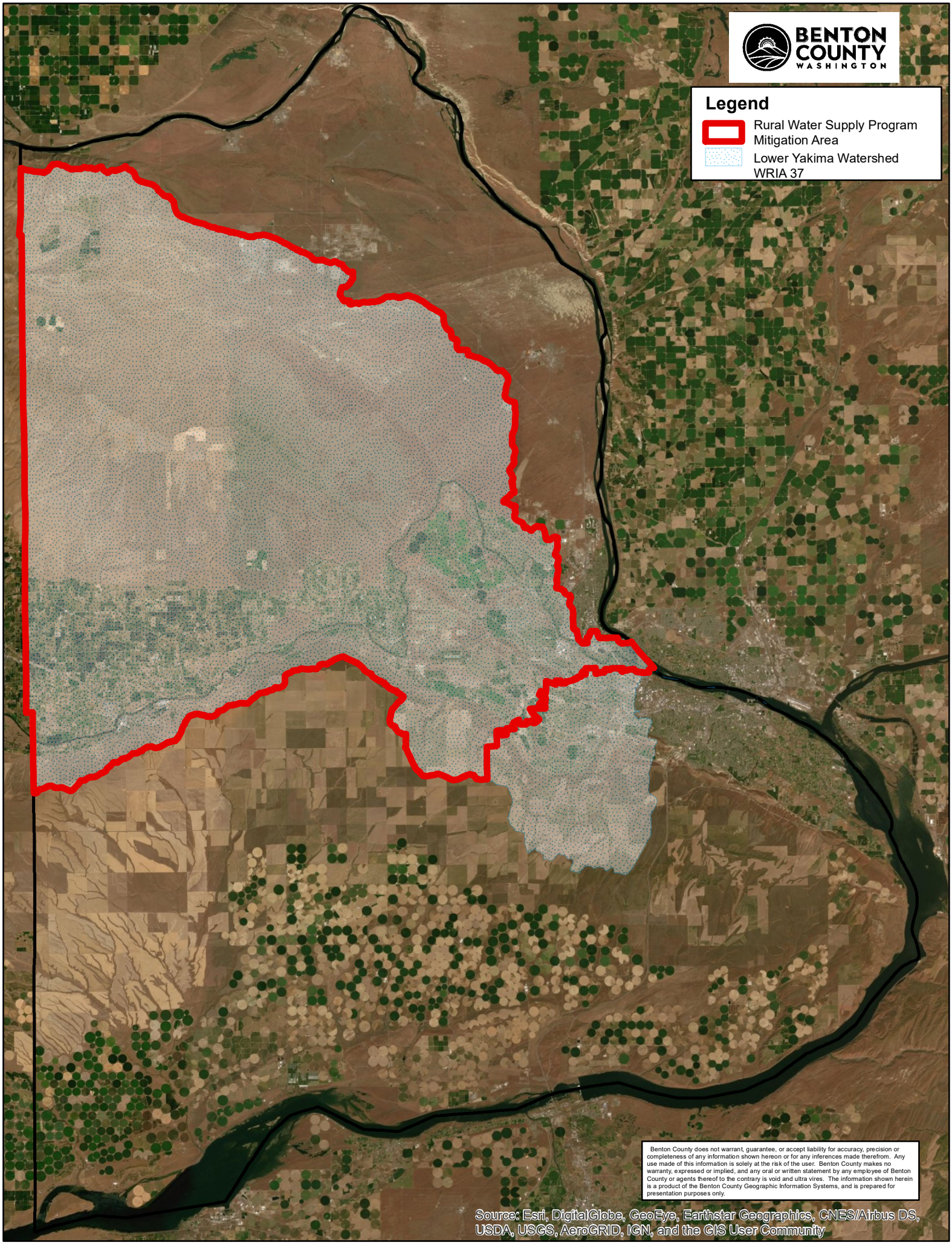
_____
Member.

Approved as to Form:

Constituting the Board of
County Commissioners of
Benton County, Washington

_____
Deputy Prosecuting Attorney
Ryan Lukson for Ryan Bowen

Attest: _____
Clerk of the Board


BENTON COUNTY WASHINGTON
Legend
Rural Water Supply Program Mitigation Area
Lower Yakima Watershed WRIA 37
Benton County does not warrant, guarantee, or accept liability for accuracy, precision or completeness of any information shown hereon or for any inferences made therefrom. Any use made of this information is solely at the risk of the user. Benton County makes no warranty, expressed or implied, and any oral or written statement by any employee of Benton County or agents thereof to the contrary is void and ultra vires. The information shown herein is a product of the Benton County Geographic Information Systems, and is prepared for presentation purposes only.
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

RESOLUTION 2020 061

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON
IN THE MATTER OF COUNTY PLANNING RELATING TO THE RURAL WATER SUPPLY PROGRAM; ADDING A NEW CHAPTER TO TITLE 15 OF THE BENTON COUNTY CODE TO COMPLY WITH THE FUTUREWISE SETTLEMENT AGREEMENT AND COUNTY RESOLUTION 2019-276

WHEREAS, the Yakima Basin has been involved in a water rights adjudication process for more than 40 years. The Adjudication and other state and federal Court decisions have determined that water supply in the Yakima River Basin is over appropriated; and,

WHEREAS, Washington State Department of Ecology (Ecology) settled with the US Bureau of Reclamation (Reclamation) and the Yakama Nation in the late 1990's over proposed groundwater permits in the Blackrock area and Rattlesnake Ridge. In September 2011, the United State Geological Survey released the final report of a 12-year, multi-million-dollar study confirming that groundwater and surface water are directly connected, which means groundwater withdrawals can impair senior surface water rights; and,

WHEREAS, Ecology, in cooperation with Reclamation and the Yakama Nation has determined that groundwater management will need to protect senior water rights, flows for fish and economic development. Ecology has stated they will seek solutions that address uncertainty and exposure faced by existing post 1905 groundwater users (which includes most everyone). In seeking water management solutions, Ecology shall build upon the broad-based support for the Yakima Basin Integrated Water Management Plan; and,

WHEREAS, Ecology sent Benton County a letter in early 2017 giving the County notice that rural water supply is at risk of impairment to senior water right holders and encouraging the County to take steps to develop a rural water supply program similar to the ones developed by Kittitas County and Yakima County; and,

WHEREAS, on April 19, 2018, Futurewise challenged the compliance of the Benton County Comprehensive Plan (Ordinance 600/Resolution 2018-0137) and associated development regulations with the Growth Management Act. Futurewise filed a Petitioned for Review by Futurewise to the Eastern Washington Region Growth Management Hearings Board (Case Number 18-1-0004) ; and,

WHEREAS, on April 2, 2019, Futurewise and Benton County, after negotiation, developed a settlement to which Futurewise agreed to dismiss the above referenced Petition for Review if the Board of County Commissioners considers and ultimately adopts certain amendments to the Benton County Comprehensive Plan and additional development regulations. This agreement was adopted by Benton County in County Resolution 2019-276; and,

WHEREAS, for the protection of the quantity and quality of ground and surface water, an ordinance amendment regarding a Rural Water Supply Program is proposed that requires new housing units (associated plats and building permits), relying on permit exempt wells, located in a certain portion of WIRA 37 (Exhibit A), to fully mitigate the impacts such wells on the main stem of the Yakima River; and,

WHEREAS, Benton County has acquired certain water rights that will be placed into trust with the

State of Washington. If requirements are satisfied, an applicant may acquire a required mitigation certificate for each parcel from the Benton County Water Bank. Three (3) different mitigation packages are begin offered, depending on whether an applicant is located within the boundaries of an irrigation district. The applicant will be required to install metering equipment which will be required to be installed and approved before certificate of occupancy of the dwelling unit; and,

WHEREAS, the Board of County Commissioners did conduct an open record hearing on January 14, 2020, in the Commissioner's Meeting Room, Third Floor, Courthouse, Prosser WA 99350, to take testimony on the ordinance amendment adding a new Title to Chapter 15 of the Benton County Code regarding the Benton County Rural Water Supply Program. The legal notification was published on January 1, 2020; and,

WHEREAS, the Board did review the testimony and the proposed ordinance; and,

WHEREAS, the Board of County Commissioners are satisfied that it appears to be in the best interest of the public to adopt said ordinance amendment; and,

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners adopts the ordinance amendment (OA 2019-004) adding a new Title to Chapter 15 of the Benton County Code regarding the Rural Water Supply Program to comply with Benton County Resolution 2019-276, the Futurewise Settlement Agreement and the Department of Ecology; and,

BE IT FURTHER RESOLVED by the Board of Commissioners of Benton County, Washington that Ordinance No. 619 shall take effect and be in full force on February 1, 2020.

Dated this 14th day of January 2020.

Chairman of the Board

Chair Pro Tem

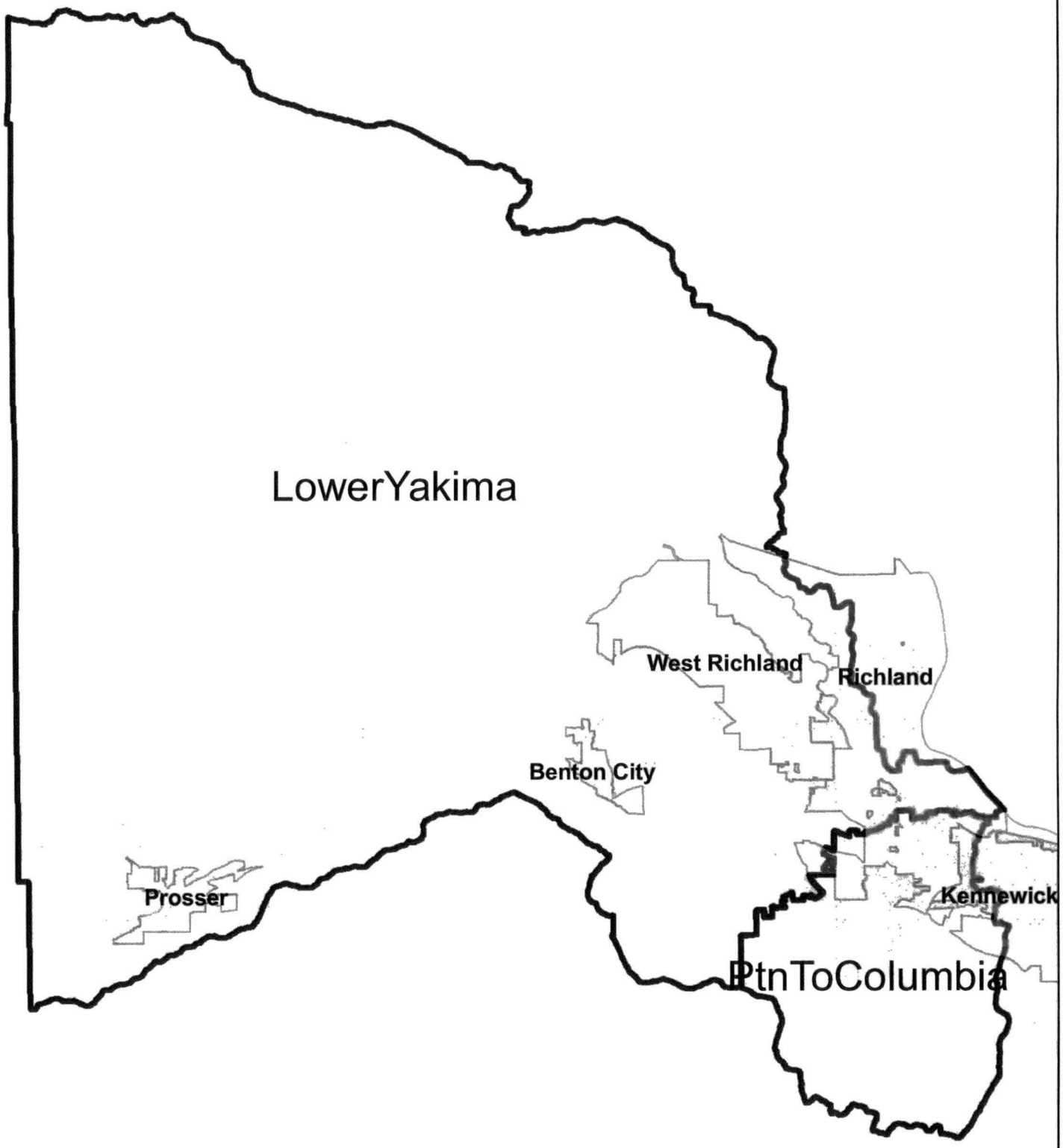
Member

Constituting the Board of County Commissioners of Benton County Washington.

Attest.....
Clerk of the Board

GW/djh

Exhbit A



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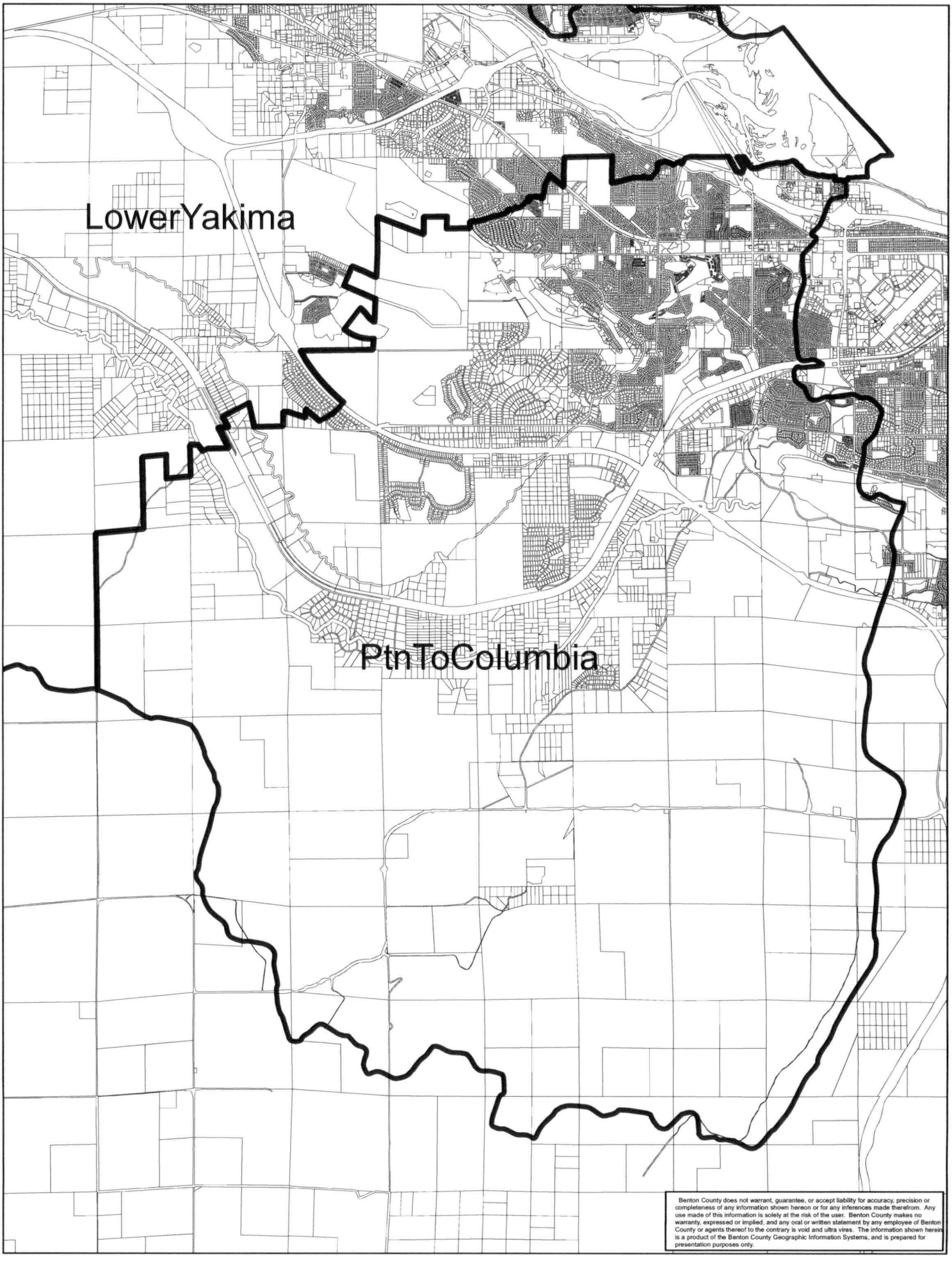
LowerYakima
PtnToColumbia
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ORDINANCE NO. 619

AN ORDINANCE relating to the Rural Water Supply Program; adding a new chapter to Title 15 of the Benton County Code.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

SECTION 1. TITLE. There is hereby added a new chapter to the Benton County Code, entitled "Rural Water Supply Program" and which shall include the sections that follow.

SECTION 2. PURPOSE. The purpose of this chapter is to: (1) protect the public health, safety and welfare of the citizens of Benton County; (2) comply with the requirements of the Growth Management Act set forth in chapter 36.70A RCW related to the protection of the quantity and quality of ground and surface water; and (3) protect the rural character of the County, while continuing to provide opportunities for citizens that desire rural residential lifestyle in areas not served by public water systems.

SECTION 3. APPLICABILITY. This chapter shall only apply to development of parcels for residential uses which are located wholly or partially within that portion of unincorporated Benton County that drain to the Yakima River basin as set forth in the two Mitigation Area maps attached hereto as Exhibit A, which in general terms is that portion of water resource inventory area 37 delineated by the Benton County line to the west, the northern and southern boundaries of water resource inventory area 37, and on the east as set forth in the Mitigation Area maps.

SECTION 4. DEFINITIONS. The following words and phrases used in this chapter shall be given the meaning attributed to them by this section. Except where specifically defined below, all words used in this chapter shall carry their customary meaning as set forth in a commonly accepted dictionary.

(a) "Dwelling Unit" shall mean a room or rooms located within a structure that is designed, arranged, occupied or intended to be occupied by not more than one (1) household. The existence of food preparation and bathroom areas within the room or rooms shall be evidence of the existence of a dwelling unit.

(b) "Irrigation District" shall mean a district organized pursuant to chapter 87.03 RCW.

(c) "Water Resource Inventory Area 37" shall mean that area so designated by chapter 173-500 WAC, as now in existence or hereafter amended.

SECTION 5. CREATION AND USE OF COUNTY WATER BANK. Benton County has acquired certain water rights that will be placed into the State of Washington trust water rights program pursuant to chapters 90.38 and 90.42, RCW, and future acquired water rights may also be placed into the trust water rights program by Benton County. Mitigation certificates may be issued under Section 8 of this Ordinance only to the extent the aggregate amount of water considered to be consumptively used pursuant Section 9 of this Ordinance does not exceed the amount of water placed into the trust water rights program by Benton County for this purpose.

SECTION 6. BUILDING PERMITS FOR DWELLING UNITS. An applicant for a building permit under Title 3 of the Benton County Code to construct a new building that will contain one or more dwelling units may rely on a private well for which no water right has been obtained for the necessary domestic water supply for such building only if the provisions of RCW 90.44.050 are satisfied and the applicant acquires a mitigation certificate from the Benton County Water Bank under the terms of this chapter or from a private water bank in a quantity of water equal to or greater than that required if the mitigation certificate were obtained from the Benton County Water Bank.

SECTION 7. APPLICATIONS FOR SHORT SUBDIVISIONS OR SUBDIVISIONS. An applicant for a short subdivision or subdivision under Title 9 of the Benton County Code may rely on one or more private wells for which no water right has been obtained for the necessary domestic water supply for the lots to be created only if the provisions of RCW 90.44.050 are satisfied and the applicant acquires the required mitigation certificates for each proposed parcel from the Benton County Water Bank under the terms of this chapter or from a private water bank in quantities of water equal to or greater than that required if the mitigation certificates were obtained from the Benton County Water Bank.

SECTION 8. MITIGATION CERTIFICATES FROM THE COUNTY.
(a) An applicant for a building permit on a parcel within the boundaries of an irrigation district at the time of application approval and that must to acquire a mitigation certificate pursuant to Section 6 of this Ordinance, may purchase one Package A Mitigation Certificate per dwelling unit from the County. A Package A Mitigation Certificate shall authorize an annual average of two hundred (200) gallons per day of private well water for indoor use only on the parcel, provided, so long as the daily annual average is not exceeded in any twelve (12) month period, the maximum withdrawal on any given day for parcels with a Package A Mitigation Certificate shall be six hundred seventy five (675) gallons. The price of a Package A Mitigation Certificate shall be set by resolution of the Board of County Commissioners.

(b) An applicant for a building permit that must acquire a mitigation certificate pursuant to Section 6 of this Ordinance with respect to a parcel that will not be within the boundaries of an irrigation district or that will be within the boundaries of an irrigation district but provides written confirmation from the district that the parcel will not be subject to assessments by the irrigation district at the time of application approval, may purchase either one Package B Mitigation Certificate or one Package C Mitigation Certificate per dwelling unit from the County.

(i) Package B Mitigation Certificates shall authorize the use of an annual average of three hundred (300) gallons per day, in the aggregate, of private well water for indoor use and outdoor irrigation of an area up to 1500 square feet. So long as the annual daily average is not exceeded in any twelve (12) month period, the maximum daily withdrawal on any given day for parcels with a Package B Mitigation Certificate shall be one thousand (1000) gallons.

(ii) Package C Mitigation Certificates shall authorize the use of an annual average of four hundred (400) gallons per day, in the aggregate, of private well water for indoor use and outdoor irrigation of an area up to 3000 square feet. So

long as the annual daily average is not exceeded in any twelve (12) month period, the maximum daily withdrawal on any given day for parcels with a Package C Mitigation Certificate shall be one thousand three hundred (1300) gallons.

(c) An applicant for a short subdivision or subdivision that needs to acquire one or more mitigation certificates pursuant to Section 7 of this Ordinance may purchase after preliminary approval of the short subdivision or subdivision one mitigation certificate per dwelling unit to be built on each buildable parcel proposed to be created.

(i) Package A Mitigation Certificates as described in Section 8(a) above may be purchased for proposed parcels that will at the time of final plat approval be within the boundaries of an irrigation district.

(ii) Package B or Package C Mitigation Certificates as described in Section 8(b)(i) and (ii) above may be purchased for proposed parcels that will at the time of final plat approval be outside the boundaries of an irrigation district or within the boundaries of an irrigation district if a written statement is provided by the irrigation district stating that the proposed parcels will not be subject to assessment by the district.

(d) Use of water pursuant to a mitigation certificate acquired from the County may be curtailed in extreme low water supply conditions notwithstanding the amounts of water otherwise set forth above. Any valid priority calls against the County's Trust Water Right based on local limitations of water availability and/or impairment of senior water rights shall result in temporary curtailment of the use of water under a mitigation certificate until the priority call for water ends.

(e) A mitigation certificate issued under this chapter satisfies the adequate water supply requirement for one dwelling unit. A building permit applicant for a parcel with multiple dwelling units and short subdivision and subdivision applicants proposing to have multiple dwelling units on proposed parcels must obtain mitigation certificates for each dwelling unit if they are relying on mitigation certificates to satisfy the requirement for an adequate water supply.

(f) Each mitigation certificate must be recorded with the Benton County Auditor and indicate: (1) the parcel on which the water will be used; (2) the amount of use authorized; (3) the maximum number of square feet, if any, that may be irrigated thereunder; (4) the parcel on which the well is located; and (5) the maximum amount of water authorized for use daily and in any consecutive twelve (12) month period.

SECTION 9. CONSUMPTIVE USE OF WATER. (a) For each Package A Mitigation Certificate issued under this chapter, the annual consumptive use of water under that mitigation certificate shall be deemed to be .045 acre-feet per year.

(b) For each Package B Mitigation Certificate issued under this chapter, the annual consumptive use of water under that mitigation certificate shall be deemed to be .146 acre-feet per year.

(c) For each Package C Mitigation Certificate issued under this chapter, the annual consumptive use of water under that mitigation certificate shall be deemed to be .314 acre-feet per year.

(d) For each building permit issued between February 14, 2018, and the last business day prior to the effective date of this ordinance authorizing the construction of a new building on a parcel within the Mitigation Area that will contain one or more dwelling units for which the domestic water source is a private well with no water right, the consumptive use of water shall be deemed as follows:

(i) .045 acre-feet per year for each dwelling unit located on parcels within an irrigation district; and

(ii) .146 acre-feet per year for each dwelling unit located on parcels outside of an irrigation district.

SECTION 10. METERING REQUIREMENTS. (a) All dwelling units relying on private wells pursuant to a mitigation certificate issued by Benton County or by a private water bank shall meter their water usage through a meter approved by the County and pay an annual fee, in the amounts set forth by resolution adopted by the Board of County Commissioners, for the administration of a metering and monitoring program.

(b) Participants are responsible for the installation of meters and metering equipment and any associated costs as determined by County specifications, with the equipment and inspection fees set by Board of Commissioner resolution. Meter installment must meet the following specifications and will be subject to inspection:

(i) The meter must be installed on the mainline prior to any residential lateral connections, spigots, or pressure tanks in a well house.

(ii) Meters must be accessible.

(iii) The meter must be installed according to the manufacturer specifications despite varying pipe-fitting, pipe size, well locations and landscape conditions.

(iv) Meter installation must have an accessible, weather resistant, meter structure, such as a meter box or equivalent, and be appropriate for location and geographic area.

(v) Meter installation must contain provisions for cellular endpoints for automatic reading. Below ground installations shall utilize a manufacturer's recommended meter box and lid specifications with accommodations for the end point. Installations inside a building shall properly mount the end point in accordance with the manufacturer's recommendations. End points shall be mounted on the building exterior if necessary to ensure adequate signal strength.

(c) Installation of metering equipment and functional water flow must be complete and approved prior to the inspection and issuance of a Certificate of Occupancy.

(d) If metering equipment requires maintenance, repair, and/or replacement, the property owner is responsible for ensuring proper equipment functionality. If the property owner does not comply

with any needed maintenance, repair, and/or replacement of the metering equipment at the cost of the property owner Benton County may undertake such work and recover the costs from the property owner through either an invoice for costs or a lien on the parcel.

SECTION 11. ADMINISTRATION. Both the Benton County Planning Administrator and the Benton County Building Official and their authorized representatives shall have the responsibility for the administration and enforcement of this chapter.

SECTION 12. VIOLATIONS--INFRACTION--MISDEMEANOR. The first violation of any provision of this chapter shall constitute an infraction. Upon final disposition of an infraction, a determination of a continuing violation of the same provision by an official authorized to enforce the provision at issue shall constitute a second or subsequent offense. The court's finding of a second or subsequent violation of the same provision of this chapter shall constitute a misdemeanor.

SECTION 13. INJUNCTIVE RELIEF. Notwithstanding the existence or use of any other remedy or means of enforcement of the provisions hereof, Benton County may seek legal or equitable relief to enjoin any acts or practices which constitute a violation of any of the provisions hereof and compel compliance with all provisions of this chapter. The costs of such action shall be taxed against the person violating the provisions of this chapter. The Planning Administrator may accept written assurance of discontinuance of any act in violation of this chapter from any person who has engaged in such act. Failure to comply with the assurance of discontinuance shall be a further violation of this chapter.

SECTION 14. VIOLATIONS - INVESTIGATIONS - EVIDENCE. If the name of the person allegedly or apparently in violation of this chapter is not known, or if the name of the person does not appear on the latest list of permits compiled by the County, upon presentation of credentials, an authorized official may inspect parcels for which a mitigation certificate has been issued as is required under this chapter to determine compliance with this chapter. Upon request of the authorized representative of either authorized department, the person allegedly or apparently in violation of this chapter shall provide information identifying themselves.

SECTION 15. FAILURE TO PROVIDE INFORMATION IDENTIFYING PERSON. Willful refusal to provide information identifying a person as required by Section 14 is a misdemeanor.

SECTION 16. NOTICE OF INFRACTION--SERVICE. If an authorized official reasonably believes that a provision of this chapter that he or she is authorized to enforce has been violated, that authorized official or the Prosecuting Attorney may issue a notice of infraction for the first such violation. A notice of infraction issued under this chapter shall be personally served upon the person named in the notice or filed with the court for service.

SECTION 17. FORM--CONTENTS. The notice of infraction shall include the following:

(a) A statement that the notice represents a determination that the infraction has been committed by the person named in the notice

and that the determination shall be final unless contested as provided in this chapter;

(b) A statement that the infraction is a noncriminal offense for which imprisonment shall not be imposed as a sanction;

(c) A statement of the specific infraction for which the notice was issued, the date and place the infraction occurred and the date the notice was issued;

(d) A statement that the civil penalty shall not exceed five hundred dollars ($500) for said violation and that the person may be ordered to pay court costs, if applicable, and restitution for any damages caused by said violation;

(e) A statement of the options provided in this chapter for responding to the notice and the procedures necessary to exercise these options, including the name, address, and phone number of the court where the notice of infraction is to be filed and that the defendant must respond within fifteen (15) days;

(f) A statement that a mailed response must be mailed not later than midnight on the day the response is due; and

(g) A statement that at any hearing to contest the determination the county has the burden of proving, by a preponderance of the evidence, that the infraction was committed; and that the person may subpoena witnesses, including the authorized official who issued and served the notice of infraction.

SECTION 18. FILING - HEARING IN DISTRICT COURT. A violation designated as an infraction under this chapter can be heard and determined by either a district or superior court.

SECTION 19. DETERMINATION INFRACTION COMMITTED. Unless contested in accordance with this chapter, the notice of infraction represents a determination that the person to whom the notice was issued committed the infraction.

SECTION 20. RESPONSE - REQUESTING A HEARING - FAILURE TO RESPOND OR APPEAR - ORDER SET ASIDE.

(a) A person who receives a notice of infraction shall respond to the notice as provided in this section within fifteen (15) days of the date the notice was served.

(b) If the person named in the notice of infraction does not want to contest the determination, the person shall respond by completing the appropriate portion of the notice of infraction and submitting it, either by mail or in person, to the court specified on the notice. A check or money order in the amount of the penalty prescribed for the infraction must be submitted with the response. When a response which does not contest the determination is received, an appropriate order shall be entered in the court's records, and a record of the response and order shall be furnished to the department.

(c) If the person named in the notice of infraction wants to contest the determination, the person shall respond by completing the portion of the notice of infraction requesting a hearing and submitting it, either by mail or in person, to the court specified on the notice. The court shall notify the person in writing of the

time, place, and date of the hearing. The date of the hearing shall not be sooner than fourteen (14) days from the date of the notice of hearing, except by agreement of the parties.

(d) If any person issued a notice of infraction (1) fails to respond to the notice of infraction as provided in subsection (b) of this section, or (2) fails to appear at a hearing requested pursuant to subsection (c) of this section, the court shall enter an appropriate order assessing the monetary penalty prescribed for the infraction and shall notify the authorized official of the failure of the person to respond to the notice of infraction or to appear at a requested hearing.

(e) An order entered by the court under subsection (d)(2) of this section may, for good cause shown and upon such terms as the court deems just, be set aside for the same grounds a default judgment may be set aside in civil actions.

SECTION 21. REPRESENTATION BY ATTORNEY. A person subject to proceedings under this chapter may appear or be represented by counsel. Each party to an infraction case is responsible for costs incurred by that party. No costs or attorney fees may be awarded to either party in an infraction case.

SECTION 22. INFRACTION - HEARING - PROCEDURE - BURDEN OF PROOF - ORDER - APPEAL.

(a) A hearing held to contest the determination that an infraction has been committed shall be without a jury.

(b) The court may consider the notice of infraction and any sworn statement submitted by the authorized official who issued and served the notice in lieu of his or her personal appearance at the hearing. The person named in the notice may subpoena witnesses, including the authorized official who issued and served the notice, and has the right to present evidence and examine witnesses present in court.

(c) The burden of proof is on the authorized official to establish the commission of the infraction by a preponderance of the evidence.

(d) After consideration of the evidence and argument, the court shall determine whether the infraction was committed. If it has not been established that the infraction was committed, an order dismissing the notice shall be entered in the court's records. If it has been established that the infraction was committed, an appropriate order shall be entered in the court's records.

SECTION 23. EXPLANATION OF MITIGATING CIRCUMSTANCES.

(a) A hearing held for the purpose of allowing a person to explain mitigating circumstances surrounding the commission of an infraction shall be an informal proceeding. The person may not subpoena witnesses. The determination that an infraction has been committed may not be contested at a hearing held for the purpose of explaining mitigating circumstances.

(b) After the court has heard the explanation of the circumstances surrounding the commission of the infraction an appropriate order shall be entered in the court's records.

(c) The person may not appeal the court's determination or order.

SECTION 24. CIVIL PENALTY--INFRACTION. A civil penalty imposed by the court under this chapter is immediately payable. If the person or contractor is unable to pay at that time, the court may, in its discretion, grant an extension of the period in which the penalty may be paid. If the penalty is not paid on or before the time established for payment, the court shall notify the Planning Administrator of the failure to pay the penalty and the County shall not issue the person or contractor any future permits for any work until the penalty has been paid.

SECTION 25. VIOLATION--PENALTIES.

(a) Upon a finding of a first violation of any provision of this chapter, any person or contractor shall be punished by a civil penalty not to exceed five hundred dollars ($500) for said violation, shall be responsible for court costs, if applicable, and shall be ordered to pay restitution for any damages caused by said violation.

(b) Upon the court's finding of a second or subsequent violation of the same provision of this chapter, any person or contractor shall be found guilty of a misdemeanor.

SECTION 26. SEVERABILITY. If any provision of this Ordinance is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the Ordinance and the applicability thereof to other persons and circumstances shall not be affected thereby.

SECTION 27. EFFECTIVE DATE. This Ordinance shall take effect and be in full force on February 1, 2020.

ADOPTED AND PASSED this 14 day of January 2020.

Chairman of the Board.

Chairman Pro-Tem.

Member.

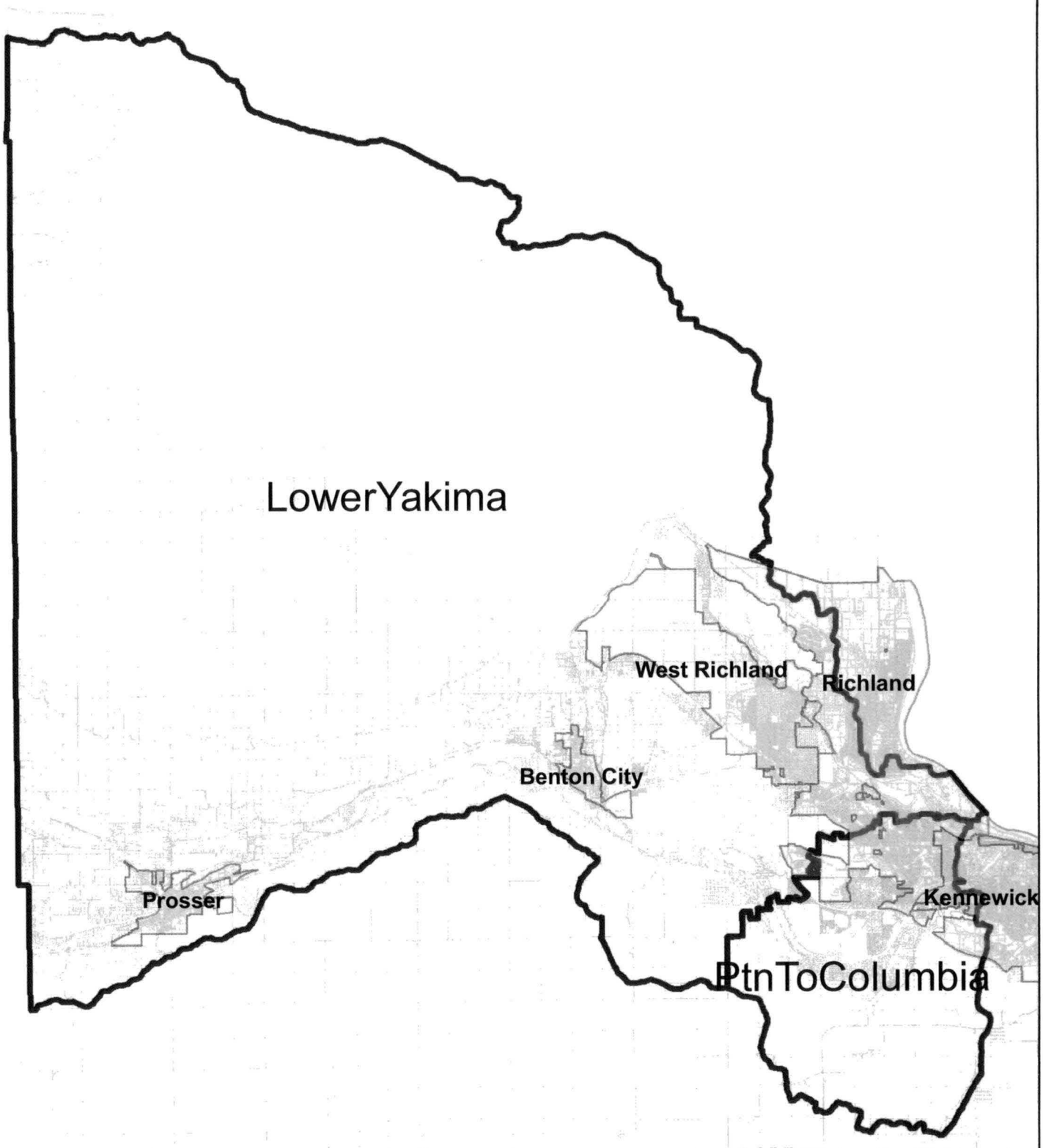
Constituting the Board of
County Commissioners of
Benton County, Washington

Approved as to Form:

Deputy Prosecuting Attorney

Attest: Clerk of the Board

EXHIBIT A



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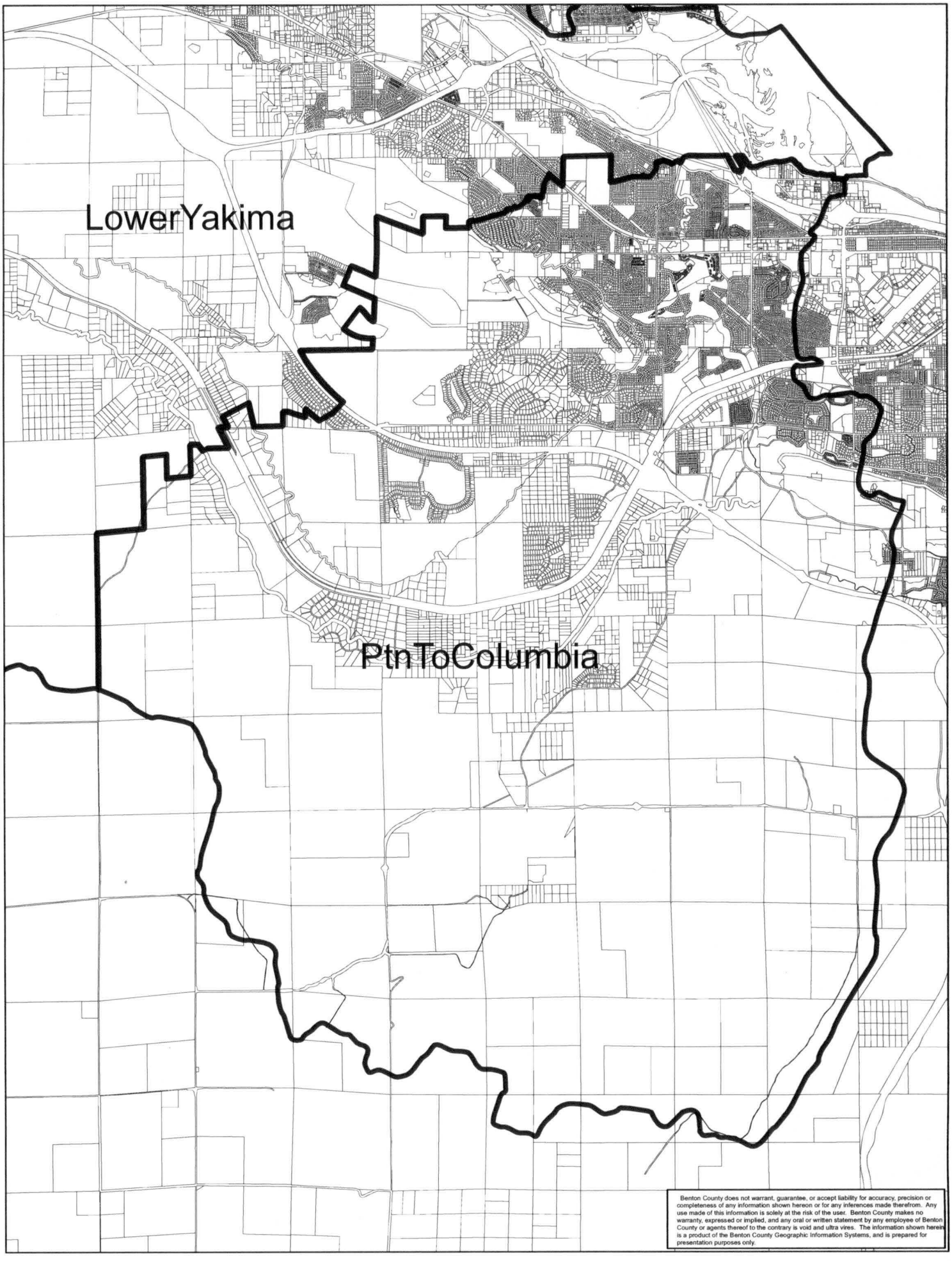

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Community Development Department
Prosser Office: 620 Market Street, 1st Floor
Kennewick Office: 102206 East Wiser Parkway
www.co.benton.wa.us

Planning Division
(509) 786-5612
P.O. Box 910, Prosser, WA 99350
planning.department@co.benton.wa.us

NOTICE OF PUBLIC HEARING

NOTICE IS GIVEN that the following application will be considered by the Benton County Board of County Commissioners at a in person and virtual public hearing on Tuesday, November 15, 2022, at **9 a.m.** in the Commissioners' Hearing Room, Third Floor, Courthouse Prosser WA, 620 Market Street, Prosser, WA.

OA 2022-002 an ordinance relating to the rural water supply program; amending the section relating to applicability; amending the section relating to creation and use of County Water Bank; amending the section relating to mitigation certificates from the County; amending the section relating to consumptive use of water; amending Ordinance 619, Section 3 and BCC 15.18.030; amending Ordinance 619, Section 5 and BCC 15.18.050; amending Ordinance 619, Section 8 and BCC 15.18.080; and amending Ordinance 619, Section 9 and BCC 15.18.090. See the summary of changes below this notice.

NOTICE IS FURTHER GIVEN that the proposed ordinance amendment has been reviewed under the requirements of the State Environmental Policy Act and a Determination of Non-Significance (DNS) was issued on October 3, 2022, and accordingly an Environmental Impact Statement was not required. Any comments regarding this determination and the environmental impacts of the proposal can be made at the Planning Commission Hearing as using the method noted below or in writing to the Benton County Planning Division by 3 p.m. on Monday November 14, 2022.

At this hearing, the Board of County Commissioners may approve, or disapprove the ordinance. Information concerning the applications can be obtained at the Benton County Planning Division, by calling 786-5612. All parties concerned may present any support or objections for the application. Written testimony will need to be submitted to the Benton County Planning Division PO Box 910 Prosser, WA 99350 by 3 p.m. Monday November 14, 2022.

Information concerning the amendment can be obtained at the Benton County Planning Division, by calling 786-5612 or on our website at www.tinyurl.com/BCPublicNotice..

Dated at Prosser, Washington on this 27th day of October, 2022.

SHON SMALL, Chairman
BOARD OF COUNTY COMMISSIONERS

GREG WENDT, Director
COMMUNITY DEVELOPMENT DEPT.

PUBLISH ON: November 2, 2022

Ordinance No. _____

SECTION 1: APPLICABILITY. Deletion of the words "that drain to the Yakima River basin"

SECTION 2: CREATION AND USE OF COUNTY WATER BANK. Addition of wording regarding supplemental mitigation certificates.

SECTION 3: MITIGATION CERTIFICATES FROM THE COUNTY. (b) Adding wording regarding the setting of fees by resolution of the Board of County Commissioners. (e) adding wording regarding mitigation certificates issued under subsections (a), (b),or (c) and deleting the words "this Chapter" (f) Adding a new paragraph allowing owners of a parcel for which only a Package B Mitigation Certificate has been issued to apply for a supplemental Mitigation Certificate. (g) adding the words "and Supplemental Mitigation Certificate".

SECTION 4: CONSUMPTIVE USE OF WATER Adding a paragraph (d) regarding the consumptive use of water for a Supplemental Mitigation Certificate to be .168 acre-feet per year.

SECTION 5. Severability. If any provision of this ordinance is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the ordinance and the applicability thereof to other persons and circumstances shall not be affected thereby.

SECTION 6. Effective Date. This ordinance shall take effect and be in full force upon its passage and adoption.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	November 15, , 2022 **Memo Date:** November 3, 2022
Subject:	**Public Hearing**: Revision and Update to the Planning Division Fee Schedule
Presenter:	G Wendt & M Cooke
Prepared By:	Greg Wendt
Reviewed By:	Greg Wendt

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

Periodically, the Community Development Department-Planning Division evaluates and proposes updates to the general Planning Division Fee Schedule. The Fee Schedule applies to those land use applications submitted for processing and review to the Planning Division.

The Planning Division is proposing three (3) changes to the Fee Schedule:

1. **Remove two (2) applications from the fee schedule.**

   Benton County no longer has a Boundary Review Board. The following permits/activities are being proposed to be removed from the Fee Schedule:

   Boundary Review Board: $50.00

   Boundary Review Board Request for Review: $200.00

2. **Add a new fee for the Rural Water Supply Program**.

   Add a new fee for a Supplemental Mitigation Certificate. This would apply for those applicants who currently have a Water Mitigation Certificate B and wish to upgrade to Mitigation Certificate C.

   Rural Water Supply – Supplemental Mitigation Certificate: $747.00

3. **Increase to existing permit fees**.

   The Planning Division attempts to re-evaluate the fees on a regular schedule to avoid needing to make large one-time fee increases. Due to advertising costs having increased substantially the past few years, the cost associated with a land use legal advertisement is now approximately $250-300.00. Many of the application fees which require legal advertising, are set at $800.00 or less, and in many cases require multiple legal advertisements.

   To assist in addressing rising costs of notifications, staff time, and advertising costs associated with many of the land use applications, the following fee increases are being proposed for existing permits/activities:

Fees currently set at $50.00 to increase to $100.00

Accessory Dwelling Units (attached), Temporary Dwelling Renewal

Fees currently set at $100.00 to increase to $200.00

Temporary Dwelling, Short Plat Exemption/Boundary Line Adjustment/Lot Consolidation

Fees currently set at $150.00 to increase to $200.00

Variation

Fees currently set at $250.00 to increase to $300.00

Subdivision- Final Plat Approval

Fees currently set at $300.00 to increase to $500.00

Mineral Resource Permit, SEPA Environmental Checklist Review, Shoreline Substantial Development Permit, Short Plat Vacation

Fees currently set at $350.00 to increase to $500.00

Short Plat, Major Amendment-Approved Preliminary Plat

Fees currently set at $500.00 to increase to $600.00

Subdivision Vacation

Fees currently set at $700.00 to increase to $800.00

Appeals (multiple types), Child Care Facility B, Conditional Use, Reconsideration of Hearing Examiner Decision, Ordinance Amendment, Variance, and Variance to the Flood Damage Prevention Code

Fees currently set at $900.00 to increase to $1,000.00

Zone Change

Fiscal Impact - Increase in revenue to cover the increased cost of legal notices and staff time to process permits.

Recommendation

It is the recommendation of the Benton County Planning Division that the Board of County Commissioners approve the attached resolution authorizing the change of the Fee Schedule for the Planning Division.

Suggested Motion

I move that the Board of County Commissioners adopt the attached resolution and approves the changes to the Benton County Planning Division Fee Schedule effective November 16, 2022.

RESOLUTION

IN THE MATTER OF ADOPTING THE FEE SCHEDULE FOR THE BENTON COUNTY COMMUNITY DEVELOPMENT DEPARTMENT PLANNING DIVISION

WHEREAS, Planning Division has proposed updates and modifications to the Planning Division Fee Schedule; and

WHEREAS, the proposed updates and modifications include the remove of fees associated with the boundary review board, a new fee for the Rural Water Supply Program, and modifications and increases of existing permit fees as part of a regular update and re-evaluation of fees due to the increased advertising costs; and

WHEREAS, the proposed fee schedule was considered by the Board of County Commissioners at a public meeting on November 15, 2022 at 9:00 a.m. in the Commissioners' Meeting Room, Third Floor, Courthouse, Prosser WA.; and,

WHEREAS, the Board of County Commissioners found that there was a need to increase and establish fees for the various Planning Division applications and that it would be in the public's interest to adopt the fee schedule for the Planning Department; **NOW THEREFORE**,

BE IT RESOLVED that the fee schedule for the Planning Division attached hereto as Exhibit A be adopted as the fee schedule for the Benton County Planning Department and shall become effective at 12:01 a.m. on November 16, 2022.

Dated this 15th day of November 2022.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners of Benton County Washington.

Attest_____.
Clerk of the Board

GJW/djh

cc: BCC, PLN

Exhibit A

BENTON COUNTY PLANNING
DIVISION FEE SCHEDULE

ACTION/DOCUMENT	**FEE**
ADULT USE (ENTERTAINMENT) BUSINESS Establishment Annual License Fee Manager/Entertainer Annual License Fee Required for each individual	Full Year Fees Half Year Fee $**1500** July –Dec 31 $**750** $**150** July –Dec 31 $**75**
ACCESSORY DWELLING UNIT (ATTACHED)	**$~~50~~ 100**
APPEAL OF AN ADMINISTRATIVE DECISION	**$~~700~~ 800**
APPEAL OF PLANNING COMMISSION RECOMMENDATION	**$~~700~~ 800**
~~BOUNDARY REVIEW BOARD~~	**$~~50~~**
~~BOUNDARY REVIEW BOARD REQUEST FOR REVIEW~~	**$~~200~~**
CHILD CARE FACILITY TYPE A	**$120**
CHILD CARE FACILITY TYPE B	**$~~700~~ 800**
COMMUNICATION FACILITY	**$500**
COMPREHENSIVE PLAN AMENDMENT	**$1000**
COMPREHENSIVE PLAN AMENDMENT UGA	**$2000**
COMPREHENSIVE PLAN- COPY DOCUMENT & MAPS APPENDIX A COPY DOCUMENT/MAPS/ APPENDIX A-M	 **$25** **$150**
CONDITIONAL USE PERMIT	**$~~700~~ 800**
CRITICAL AREAS/SITE PLAN REVIEW	**$5% of the cost of the Building Permit**
HOME OCCUPATION	**$100**
NON-COMMERCIAL MINERAL EXTRACTION PERMIT	**$300**
MINERAL RESOURCE PERMIT	**$~~300~~ 500**
MOBILE HOME PARK PERMIT	**$1000**
MULTIPLE DETACHED DWELLING PERMIT	**$200**
PLANNED DEVELOPMENT	**$1000**
PRIVATE ROAD NAMING	**$150**
RECONSIDERATION OF HEARING EXAMINER DECISION	**$~~700~~ 800**
RURAL WATER SUPPLY - Water Mitigation Certification A	**$663**
RURAL WATER SUPPLY - Water Mitigation Certification B	**$1,410**
RURAL WATER SUPPLY - Water Mitigation Certification C	**$2,157**
RURAL WATER SUPPLY – Supplemental Mitigation Certification	**$747**
RURAL WATER SUPPLY PROGRAM - Water Meter Purchase	**ACTUAL COST**

RURAL WATER SUPPLY PROGRAM – Annual Program Fee	**$180 annually except 1st year fee is to be paid in full ($180) if beginning the program between January 1 - June 30 or half ($90) if beginning the program between July 1- Decmber 31.**
SEPA - APPEAL OF EIS ADEQUACY	**~~$700~~ 800**
SEPA - ENVIRONMENTAL CHECKLIST REVIEW	**$~~300~~ 500**
SEPA - ENVIRONMENTAL DETERMINATION APPEAL	**$800**
SEPA - ENVIRONMENTAL IMPACT STATEMENT REVIEW	**$1500**
SHORELINE CONDITIONAL USE PERMIT	**$800**
SHORELINE EXEMPTION	**$100**
SHORELINE MASTER PLAN CHANGE	**$1000**
SHORELINE SUBSTANTIAL DEVELOPMENT PERMIT	**~~$300~~ 500**
SHORELINE VARIANCE PERMIT	**$800**
SHORT PLAT	**$~~350~~ 500+ $50 per lot**
SHORT PLAT APPEAL	**~~$700~~ 800**
SHORT PLAT EXEMPTION/BOUNDARY LINE ADJUSTMENT/LOT CONSOLIDATION	**~~$100~~ 200**
SHORT PLAT VACATION	**~~$300~~ 500**
SITE PLAN REVIEW FEE	$85
SUBDIVISION - ALTERATION	**$500**
SUBDIVISION - FINAL PLAT APPROVAL	**$~~250~~ 300**
SUBDIVISION - MAJOR AMENDMENT TO AN APPROVED PRELIMINARY PLAT	**~~$350~~ 500**
SUBDIVISION - MINOR AMENDMENT TO AN APPROVED PRELIMINARY PLAT	**$150**
SUBDIVISION - PRELIMINARY PLAT	**$1000 +$50 per lot**
SUBDIVISION - VACATION	**$~~500~~ 600**
TEXT AMENDMENT	**~~$700~~ 800**
TEMPORARY DWELLING	**$~~100~~ 200**
TEMPORARY DWELLING RENEWAL	**$~~50~~ 100**
VARIANCE	**~~$700~~ 800**
VARIANCE TO THE FLOOD DAMAGE PREVENTION ORDINANCE	**~~$700~~ 800**
VARIATION	**$~~150~~ 200**
ZONE CHANGE	**$~~900~~ 1000**

ALL APPLICATIONS FEES ARE NON-REFUNDABLE and will not be refunded if the application is denied or withdrawn after the file(s) have been determined to be complete.

RECORDING FEES- Some planning applications may also require recording fees. See the County Auditor for current recording fee schedule.

Approved by Resolution No. _____ effective November 16, 2022.

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 123 TO DEPARTMENT NUMBER 138

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

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor, File,

Prepared by: Ivey

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Superior Court

Dept Nbr: 123 to Department Number 138

Fund Name: Current Expense

Fund Nbr: 0010

TRANSFER FROM: 123

TRANSFER TO: 138

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
5122100	51922	Judge Pro Tem	$2,550	5122100	52103	Medical Insurance	$2,300
				5122100	52104	Retirement	$250
TOTAL			$2,550	TOTAL			$2,550

Explanation:

To appropriate temporary funding for PT Court Commissioner benefits associated with position number 1302. Funding is budget neutral. Position number 1302 is in Current Expense Dept 138 and is dedicated to Benton County only and ends with the Blake Decision Funding.

Prepared by: Linda Ivey

Date: 03-Nov-2022

Approved ❑

Denied ❑

Date: _____

_____
Chairman

_____
Member

_____
Member