Jerome Delvin, *District 1*
Michael Alvarez, *District 2*
Will McKay, *District 3*

Jerrod MacPherson
County Administrator
Matt Rasmussen
Deputy County Administrator

Agenda – Board of County Commissioners

To view items in detail, click highlighted areas.

Regular Board of Commissioners Meeting
Tuesday, February 28, 2023 9:00 AM
Benton County Courthouse, Prosser, WA

Notice: Meeting provided in-person, by live-broadcast and telephonically via WebEx (linked below):
https://www.co.benton.wa.us/agenda/commissioners

Call to Order

Pledge of Allegiance

Approval of Minutes: February 14, 2023
February 17, 2023 Special Board Meeting

Review Agenda

Public Comment

To provide public comment, please come forward (if in-person), call 509-460-4941, or raise your hand in WebEx. Once called upon by the Chairman, state your name and address for the record and keep comments to 3 minutes or less.

Consent Agenda

Auditor

a. Agreement w/Clear Ballot Group, Inc. for Election Tabulation System Software & Services

District Court

b. Contract w/Valley Alcohol Council for Monitored Urine Drug Screen Collection

Human Services

c. Agreement w/Columbia Basin Veterans Coalition for Five-Year Homeless Housing Plan
d. Agreement w/Benton Franklin Community Action Committee for the Five-Year Homeless Housing Plan
e. Agreement w/Oxford House, Inc. for the Five-Year Homeless Housing

Information Technology

f. Contract Renewal w/HID Global Corporation for Fingerprint Hardware for Corrections, Sheriff's Office & Juvenile Justice
g. Purchase of One LaserJet From Strictly Technology LLC for the Moderate Risk Waste Facility
h. Migration of Application Services From Current PACS Server to New Hardware From Harris Govern
i. Purchase of Three Laptops & Three Docks From Dell, Inc. for Superior Court Administration

Juvenile

j. Amended Contract No. 1 w/Fikes Northwest Corp. for Odor Control Services

k. Payment to Clearwater Tech, LLC for Emergency Plumbing Repair

Office of Public Defense

l. Line Item Transfer, Fund No. 0010, Dept. 136 for Wages & Benefits
m. Amended Superior Court Public Defense Services Agreement w/Christine Bennett
n. Second Amended Superior Court Public Defense Services Agreement w/Nicholas Blount
o. Second Amended Superior Court Public Defense Services Agreement w/Keith Hilde
p. Second Amended Superior Court Public Defense Services Agreement w/Karla Kane
q. Second Amended Superior Court Public Defense Services Agreement w/Ian Sinclair
r. Second Amended Superior Court Public Defense Services Agreement w/Brian Hultgrenn

Public Safety Tax

s. Line Item Transfer, Fund No. 1480, Dept. 123 for Bailiff Position

Public Works

t. Line Item Transfer, Fund No. 1550, Dept. 000 for Vehicle Purchase in Solid Waste
u. Adoption of ER&R Department Shop Rate

Purchasing

v. Purchase of Three Ford Escapes, One Ford Truck From Bud Clary Ford/Hyundai & One Dodge Charger Police From Northsound Auto Group
w. First Amended Contract w/Trade Services Northwest, Inc. for Plumbing Maintenance & Repair
x. Contract w/MacKay & Sposito, Inc for the Design of the Two Rivers Park Boardwalk Project
y. Second Amended Contract w/Yoder, Inc for Kitchen Maintenance & Repair Services
z. Purchase of Office Furniture From the State of WA Dept of Corrections, Correctional Industries for Public Works, Building & Planning Departments
aa. First Amended Contract w/Moon Security Services to Include the Battelle Building @ Former KGH Site
bb. Payment to Tyler Technologies for Additional Work Performed Updating Eagle Recording Software

Risk Management

cc. First Contract Amendment w/PPC Solutions, Inc. for Unarmed Security Guard Services for the Justice Center Campus & Prosser Courthouse

Sheriff

dd. 2022 Federal Equitable Sharing Agreement Certification

Sustainable Development

ee. Second Amended Contract w/City of Prosser for the Interstate 82 Utility Crossing Phase Two Project

Scheduled Business

Grant Award From WA State Criminal Justice Training Commission ~ Lieutenant Clark

Amendment II w/WA State Council of County & City Employees Representing Appraisers ~ C Nave

Crediting M Christen Total Years of Service for Purposes of Vacation Accrual ~ C Nave

Creation of Chaplain Position in the Jail ~ Chief Guerrero

- Establishing the Classification & Salary Placement of the Chaplain Position
- Line Item Transfer, Fund No. 1160, Dept. 000

Reorganization of Planning and Building Divisions of the Community Development Department ~ G Wendt

- Establishing Building Inspector Position Job Classification, Salary Scale & Establishing the Compensation for the Fire Marshall Duties
- Planning Division's Reclassification of Principal Planner to An Assistant Planning Manager Job Classification and Re-Establishing the Salary Grade for Assistant Planning Manager
- Line Item Transfer for Protective Inspection Services, Fund 1490
- Line Item Transfer for General Fund, 0010, Planning Department 116

Other Business

Adjournment

MINUTES

Draft

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Benton County Courthouse, Prosser, WA
Tuesday, February 14, 2023, 9:00 a.m.
Meeting provided in-person, by Video Live-Broadcast and Telephonically via/WebEx

Present: Chairman Will McKay
Commissioner Jerome Delvin via WebEx
Commissioner Michael Alvarez
County Administrator Jerrod MacPherson
Clerk of the Board Marilu Flores

Benton County Employees Present During All or a Portion of the Meeting: Deputy County Administrator Matt Rasmussen; Carlee Nave, HR Manager; Greg Wendt, Community Development Director; Clerk Josie Delvin; DPA Ryan Brown; DPA Steve Hallstrom; DPA Eric Andrews; Robert Heard, IT Manager; Fairgrounds Events Manager Tom French; Lisa Small; Casey Kist; Treasurer Ken Spencer

Pledge of Allegiance

The Board recited the Pledge of Allegiance.

Approval of Minutes

The Minutes of February 7, 2023 were approved.

Agenda Review

The following items were added to the agenda:

- Other Business: Letter of Support for Friends of Downtown Prosser
- Other Business: Response Letter to the Tri-City Horse Racing Asso.
- Other Business: Direction from the Board for the Law & Justice Council
- Executive Session – Potential Litigation
- Executive Session - Pending Litigation

Public Comment

Tina Gregory, from the Kennewick Administration Building, spoke about in-person voting with ID. She further suggested having copies of the commissioners' agenda at the entrance door at the Administration

Building. She also spoke about incarcerated individuals receiving a speedy trial and closed with citing a bible verse.

Consent Agenda

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

Cares Act/ARPA

a. Line Item Transfer, Fund No. 0010, Dept. No. 139 for Wages & Benefits

Commissioners

b. Appointment of Jessie Wagnon to the Mid-Columbia Libraries Board of Trustees

Coroner

c. Interlocal Agreement w/Snohomish County Medical Examiner's Office for Forensic Pathology Services; Amending Resolution 2021-006

Facilities

d. Payment to Young's Servicemaster, Inc. for Emergency Work Performed @ the Sheriff's Office

Information Technology

e. Purchase of Laptop, Dock and Two Monitors From Dell, Inc. for the Moderate Risk Waste Facility
f. Purchase of Laptop, Dock and Two Monitors From Dell, Inc. for Public Works

Office of Public Defense

g. District Court Public Defense Services Agreement w/Janell Felsted
h. Superior Court Public Defense Services Agreement w/Dennis Hanson
i. Superior Court Public Defense Services Agreement w/Shane Harrington

Public Safety

j. Purchase of 21 Mobile Police Radio Replacement Equipment From Motorola Solutions for the Sheriff's Office
k. Purchase of Eight TruckVault Boxes From TruckVault for Sheriff's Office

Public Works

l. Ratifying Change Order No. 1 w/Construction Ahead, Inc Contract for Pavement Markings Project
m. Digital Submittal Certification of the 2023 Road Levy Certification & Estimated Revenue
n. Accepting Work Performed by C & E Trenching, LLC for Dallas/Rd/Arena Rd Traffic Safety Improvements Project

Purchasing

o. Awarding Contract to J R T Mechanical, Inc. for Coroner's Autopsy Ventilation Upgrade Project

Sheriff

p. Contract Modification w/U.S. Department of Energy for Law Enforcement Services

Superior Court

q. Line Item Transfer, Fund No. 0010, Dept. 123 for Wages & Overtime

Memorandum of Understanding w/US Marshals for Violent Offender Task Force for Funding Reimbursement

Benton County Sheriff CFO, Katie Gillies and Lieutenant Clark, from the Administration Building in Kennewick, presented on the US Marshal's Funding Reimbursement for Violent Offender Task Force. Lt. Clark indicated that Benton County qualifies for funding reimbursement in an amount of up to $19,840 and was before the Board for approval.

MOTION: Commissioner Delvin moved to approve the Memorandum of Understanding for the Joint Law Enforcement Operations Task Force between Benton County Sheriff's Office and US Marshal Eastern District of Washington for a reimbursement to Benton County for an amount up to $19,840 for the period of October 1, 2022 to September 30, 2023. Commissioner Alvarez seconded and upon vote, motion carried.

Grant and Contract w/WA State Health Care Authority

Lieutenant Kist from the Benton County Corrections Department indicated that they have a contract with WA State Health Care Authority (HCA) for the purpose of Medication for Opioid Use Disorder services provided to inmates within the jail. Lt. Kist indicated that HCA provided notice of grant funding approval in the amount of $535,090. He indicated that in January 2023 there were 480 bookings with a large number of these bookings testing positive for opioids and indicated that this continues to be a hugh issue within the community. Accepting this funding would help control the issue within the jail.

Commissioner Delvin asked what reason was given for getting a reduced amount than the previous year. Lt. Kist said he does not know directly why but indicated that Corrections has received another notice for an additional $60,000 and will have that before the Board in the near future which should bridge the gap.

MOTION: Commissioner Delvin moved to accept the grant award from Washington State Health Care Authority for a maximum amount of $535,090 for the performance of work as further outlined in the attached Client Services Contract No. K6454 between Benton County and Washington State Health Care Authority. Commissioner Alvarez seconded and upon vote, motion carried.

Reorganization of Information Technology Department

Information Technology Manager, Robert Heard, and Carlee Nave, HR, presented on the GIS Department reorganization. Mr. Heard indicated that he has worked with Administration, Finance and HR to create a strategy to maximize the efficiencies as they have had a few employees leave GIS within the last seven months. Consensus was to create two GIS Analysts and to remove the GIS Supervisor and two GIS Tech II positions.

Commissioner Alvarez asked about the structure of the department which Ms. Nave said that this flattens the structure of the department and aligns the GIS division of the IT Department for the long term and overall adds productivity.

MOTION: Commissioner Alvarez moved to approve Amendment I to the 2023-2025 Courthouse Collective Bargaining Agreement as presented. Commissioner Delvin seconded and upon vote, motion carried.

MOTION: Commissioner Alvarez moved to approve the resolution creating the GIS Analyst position and eliminating the GIS Supervisor and GIS Technician II position. Commissioner Delvin seconded and upon vote, motion carried.

MOTION: Commissioner Alvarez moved to approve the line item transfer within Central Services fund number 5020 as presented. Commissioner Delvin seconded and upon vote, motion carried.

MOTION: Commissioner Alvarez moved to approve the line item transfer within General Fund No. 0010, Dept. No. 131 as presented. Commissioner Delvin seconded and upon vote, motion carried.

Other Business

Letter of Support for Friends of Downtown Prosser

Administrator MacPherson said he had a letter of support for Friends of Downtown Prosser who had come before the Board last month requesting a letter of support. He indicated that the draft letter is before the Board for approval. Commissioner Alvarez recapped that he had previously gone to meet the candidates for Chief of Police in the City of Prosser. He indicated that he supports the Citizens' request and has reached out to City of Prosser staff. He reported that the City addressed a few issues that they had and is respectful of the City Council's opinion. He is open to dialogue with citizens and city council. Commissioner McKay asked about the extra building next to the Courthouse and its use. Mr. MacPherson said the building is available.

MOTION: Commissioner Alvarez moved to approve the support letter for the Friends of Downtown Prosser for continued conversations between Benton County and the City of Prosser for city hall services to be held at the Courthouse campus. Commissioner Delvin seconded and upon vote, motion carried.

Response Letter to Tri City Horse Racing Association

Administrator MacPherson said that the contract with Tri-City Horse Racing Association terminated on February 7th due to the insurance expiring. Since then, the Tri City Horse Racing Asso. has reached out to the Commissioners wanting the contract rescinded. Before the Board is a response letter for board discussion and possible approval. Commissioner McKay said that the letter was accurate with the insurance non-compliance being critical but was also willing to renegotiate a new contract.

MOTION: Commissioner Alvarez moved to approve the response letter to the Tri-City Horse Racing Association as presented. Commissioner Delvin seconded and upon vote, motion carried.

Law & Justice Council:

Deputy County Administrator Matt Rasmussen said the Law & Justice Council was seeking direction from the Board in regard to what type of information the Council should be providing back to the board regarding the Public Safety Sales Tax. Mr. Rasmussen indicated that he had sent an email to the Commissioners with suggestions that were discussed at the Law & Justice Council meeting but ultimately wanted some direct recommendations for the Council. He was asking the Board's direction on what to

research, what would the Board liked discussed and brought back as time was of the essence. Mr. Rasmussen said a few items included:

- what each agency is spending their funds on
- what rate to put on the ballot
- when the measure should be placed on the ballot
- whether or not there should be a sunset clause
- expanding allowable expenditures; specifically, around SECOMM and 911 Communications

Mr. Rasmussen is looking for guidance from Commissioners to take back to the Council. Commissioner Alvarez said he was good with all the items presented but asked about having a citizens' advisory group and wanted the information out to the public before the election. Commissioner McKay indicated he preferred having the measure on the November election for better voter turnout. Commissioner Delvin said he agreed with the November election and prefers not to have a sunset clause and .03 amongst the cities and having accounting of expenditures. Mr. Delvin would like to see how SECOMM is going to be incorporated into the equation. Commissioner McKay would like discussed the sunset clause and alternatives on keeping it in, taking it out or reducing it and what happens if the rate is reduced to .02 and what reserves would look like. Mr. Rasmussen would relay Commissioners' feedback.

Administrator MacPherson informed the Board that there will be no regular meeting next Tuesday, February 21, 2023. He further indicated that there will be a special bi county meeting next Thursday, February 23, 2023 at the Administration Building in Kennewick.

Administrator MacPherson recognized the following employees and presented the Board with Certificates for signatures as follows:

- 15 Years:
  - Jeff Jones
  - Brent Wyland
  - Patrick Luce
  - Wanchai Hill
  - Boris Draskovic
- 20 Years:
  - Lorraine Miller
  - Tim Markham
  - Kaylie Coates-Traver
  - Kristi Markham
  - Larry Coulson
  - Dan Korten
  - Cory Lee
  - Maria Perez
  - Sean Hofstad
- 25 Years:
  - Joseph Baker
- 30 Years:
  - Joseph King, Patrick Rollosson

Executive Session - Potential Litigation

The Board went into an executive session for potential litigation at 9:29 am for up to 10 minutes with DPA Steve Hallstrom. Also present were Commissioner Delvin via telephone, Jerrod MacPherson, Matt Rasmussen, Marilu Flores and Carlee Nave.

The Board came out at 9:40 am. No decisions were made in executive session.

Executive Session – Pending Litigation

The Board went into an executive session for pending litigation at 9:40 am for up to 5 minutes with DPA Eric Andrews. Also present were Commissioner Delvin via telephone, Jerrod MacPherson, Matt Rasmussen, Marilu Flores and DPA Ryan Brown.

The Board came out at 9:45 a.m. No decisions were made in executive session.

Payroll
Check Date: 02/03/23
Payroll Checks
Total All Funds $2,902,893.57
Warrant # 243999-244037
Direct Deposit #177424-178036

Payroll Deduction Transfers
Total All Funds $2,527,081.08
EFT #285 – 291
ACH #487 – 498

Payroll Deduction Warrants
Total All Funds $111,198.25
Warrant #242539-242548

Accounts Payable
Check Date: 02/09/23
PCards #508
Total of all Funds: $592,826.27

Resolutions

2023-145:	Line Item Transfer, Fund No. 0010, Dept. No. 139 for Wages & Benefits
2023-146:	Appointment of Jessie Wagnon to the Mid-Columbia Libraries Board of Trustees
2023-147:	Interlocal Agreement w/Snohomish County Medical Examiner's Office for Forensic Pathology Services; Amending Resolution 2021-006
2023-148:	Payment to Young's Servicemaster, Inc. for Emergency Work Performed @ the Sheriff's Office

2023-149: Purchase of Laptop, Dock and Two Monitors From Dell, Inc. for the Moderate Risk Waste Facility
2023-150: Purchase of Laptop, Dock and Two Monitors From Dell, Inc. for Public Works
2023-151: District Court Public Defense Services Agreement w/Janell Felsted
2023-152: Superior Court Public Defense Services Agreement w/Dennis Hanson
2023-153: Superior Court Public Defense Services Agreement w/Shane Harrington
2023-154: Purchase of 21 Mobile Police Radio Replacement Equipment From Motorola Solutions for the Sheriff's Office
2023-155: Purchase of Eight TruckVault Boxes From TruckVault for Sheriff's Office
2023-156: Ratifying Change Order No. 1 w/Construction Ahead, Inc Contract for Pavement Markings Project
2023-157: Digital Submittal Certification of the 2023 Road Levy Certification & Estimated Revenue
2023-158: Accepting Work Performed by C & E Trenching, LLC for Dallas/Rd/Arena Rd Traffic Safety Improvements Project
2023-159: Awarding Contract to J R T Mechanical, Inc. for Coroner's Autopsy Ventilation Upgrade Project
2023-160: Contract Modification w/U.S. Department of Energy for Law Enforcement Services
2023-161: Line Item Transfer, Fund No. 0010, Dept. 123 for Wages & Overtime
2023-162: Memorandum of Understanding w/US Marshalls for Violent Offender Task Force for Funding Reimbursement
2023-163: Contract w/WA State Health Care Authority
2023-164: Amendment 1 w/Council 2, Local 874HC, Representing Courthouse Employees
2023-165: Reorganizing GIS Positions Creating the GIS Analyst Position & Elimination the GIS Supervisor and GIS Technician II Position
2023-166: Line Item Transfer, Fund No. 5020, Dept. No. 000 for Wages & Benefits
2023-167: Line Item Transfer, Fund No. 0010, Dept. No. 131 for Wages

There being no further business before the Board, the meeting adjourned at approximately 9:45 a.m.

_____ _____

Clerk of the Board Chairman

DRAFT

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Special Board Meeting
Benton County Administration Building
Commissioners' Hearing Room
7122 W. Okanogan Place, 3rd Floor, #E303
Kennewick, WA
Friday, February 17, 2023, 9:00 a.m.

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

Present: Chairman Will McKay
Commissioner Jerome Delvin
Commissioner Michael Alvarez
County Administrator Jerrod MacPherson
Clerk of the Board Marilu Flores

Benton County Employees Present During All or a Portion of the Meeting: Sustainable Development Manager Adam Fyall, Robert Heard, IT

Board Discussion with Potential Appointee and Possible Approval of an Appointment of Benton County Representative to the Energy Facility Site Evacuation Council for the Hop Hill Solar Project, File No. EFSEC Docket No. EF-220356

Greg Wendt, Director of Community Development, indicated that the Board of Benton County Commissioners received notice from the Washington State Energy Facility Site Evaluation Council (EFSEC) regarding the application for site certification from BrightNight, LLC for the Hop Hill Solar Project located in unincorporated Benton County. Mr. Wendt said that Hop Hill is a very large project with a siting area of approximately 11,179 acres with the facility located approximately 11 miles north of the City of Prosser and 7 miles east of the State Route (SR) 241 and SR 82 interchange and the City of Sunnyside. He further indicated that pursuant to RCW 80.50, Benton County is allowed to appoint one voting member to the EFSEC council for this project. The appointment deadline is to be filled by February 17, 2023; therefore, it was necessary to convene for a special board meeting for the purpose of possibly appointing a Benton County representative. Mr. Wentz indicated that Mr. Paul Krupin of Kennewick has shown an interest in serving on the council for the Board of County Commissioners. Mr. Krupin is active in the community, is a retired physical scientist, a former attorney with 45 years of experience in government and industry and is currently active with the Tri-Cities Care organization.

Mr. Wentz showed PowerPoint presentation displaying the exact location and indicated that on February 23, 2023, EFSEC was having a meeting at Three Rivers Convention Center in Kennewick and further stated that the Planning Department would be present as well as putting material together for the meeting.

Mr. Wentz introduced Mr. Paul Krupin and asked the Board whether they had any questions.

Commissioner Delvin asked whether Mr. Krupin was familiar with the area and indicated that he feels that Benton County has been a dumping ground for renewables and asked his feelings on renewables. Mr. Krupin indicated that he was familiar with the area and indicated that he has analyzed and is concerned with the implications of this project but was willing to learn more of land use and its changes. He further stated that it's important to see what benefits there are and has questions on power use. Also of a concern to him was the impact on landowners and property values. He is eager to learn what the options are, willing to do his studies and get involved.

Commissioner Alvarez appreciated the analytical approach looking at the short, mid and long term ranges taking into consideration the legal ramifications involved.

Commissioner McKay appreciated Mr. Krupin stepping up and has been impressed with his other work relating to wind farm projects. Mr. McKay also appreciated his interest in attempting to secure agricultural land and finding options for different locations. Mr. Krupin indicated that these are the types of questions needed to be asked in trying to find the purpose and EFSEC's lack of alternatives. Mr. Krupin indicated that trying to stop the project will be a challenge due to the tremendous push being done with EFSEC actively doing processes to bypass the County.

Mr. Krupin asked whether it was feasible for the Board to pass an ordinance. Mr. Wendt said they have looked at that in the past but due to the Growth Management Act currently in place, that is not possible at this time until some changes are made; then the county may have some flexibility to pass an ordinance.

Mr. Krupin asked what the role was for this appointment. Commissioner Delvin indicated that he has watched him testify and would like him making rational decisions representing the best interests of the County and making sure they are following the process.

Commissioner Alvarez would like Benton County having a voice and is pleased with Mr. Krupin's background knowing Benton County will be well represented.

Commissioner McKay mentioned having this matter coming before the Board regularly for updates.

MOTION: Commissioner Delvin moved to approve the Resolution appointing Paul Krupin as its designee to serve as a voting member to the EFSEC Council for the proposed Hop Hill Solar Project. Commissioner Alvarez seconded and upon vote, motion carried.

Resolution:

2023-168 Appointment of Paul Krupin as Benton County Designee Serving as a Voting Member to the EFSEC Council for the Proposed Hop Hill Solar Project

There being no further business before the Board, the meeting adjourned at approximately 9:24 a.m.

_____ _____

Clerk of the Board Chairman

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 28, 2023
Subject:	Agreement with Clear Ballot Group, Inc.
Presenter:	
Prepared By:	Lorene Roe
Reviewed By:	Brenda Chilton

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 previously entered into an agreement with Clear Ballot Group, Inc. for election tabulation system software and services. The current agreement expires on April 3, 2023. The Auditor has worked with the vendor and the Prosecuting Attorney to prepare an agreement for renewal for an additional five years.

Fiscal Impact

$161,588.91

Recommendation

The Auditor recommends that the Board of Commissioners authorize the Chairman to sign the resolution and renewal agreement between Benton County and Clear Ballot Group, Inc. for election tabulation system software and services.

Suggested Motion

Approve as part of consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AN AGREEMENT BETWEEN BENTON COUNTY AND CLEAR BALLOT Group, INC. FOR ELECTION TABULATION SYSTEM SOFTWARE AND SERVICES

WHEREAS, Benton County previously entered into an agreement with Clear Ballot Group, Inc. for election tabulation system software and services which agreement expires on April 3, 2023; and

WHEREAS, the Auditor has worked with the vendor and the Prosecuting Attorney to prepare an agreement for renewal for an additional five years; and

WHEREAS, the Auditor recommends renewing the agreement with Clear Ballot Group, Inc. for an additional five-year period; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Commissioners hereby authorizes the Chairman to sign the Master Services Agreement between Benton County and Clear Ballot Group, Inc. for election tabulation system services for a period of five years with the payment schedule and annual support costs as follows:

BE IT FURTHER RESOLVED, the agreement between Benton County and Clear Ballot Group, Inc. will be in effect from April 4, 2023 until April 3, 2028.

Year 1	$30,436.01
Year 2	$31,349.09
Year 3	$32,289.56
Year 4	$33,258.25
Year 5	$34,256.00

Dated this _____day of _____, 2023.

_____
Chairman of the Board

_____
Commissioner

_____
Commissioner

Constituting the Board of County Commissioners of Benton County, Washington

Attest: _____
Clerk of the Board

L. Roe

Cc: L. Roe, B. Chilton, A. Hatfield , IT

Lorene Roe

From: Reid Hay
Sent: Friday, February 3, 2023 4:16 PM
To: Amanda Hatfield
Cc: Brenda Chilton; Lorene Roe
Subject: RE: Clear Ballot Contract Renewal

Follow Up Flag: Follow up
Flag Status: Completed

Amanda,

I've reviewed the proposed agreement and can approve as to form.

-- Reid

Reid Hay
Deputy Prosecuting Attorney
Benton County Prosecuting Attorney's Office
Phone: (509) 735-3591
Fax: (509) 222-3705

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

From: Amanda Hatfield <Amanda.Hatfield@co.benton.wa.us>
Sent: Thursday, February 2, 2023 4:11 PM
To: Reid Hay <Reid.Hay@co.benton.wa.us>
Cc: Brenda Chilton <Brenda.Chilton@co.benton.wa.us>; Lorene Roe <Lorene.Roe@co.benton.wa.us>
Subject: Clear Ballot Contract Renewal

Reid,

The word documents attached are the renewal contracts for our Clear Ballot (election tabulation) equipment for your review. I've also attached the pdf of our current contract that ends in April.

If you have any questions, please let me know.

Thanks!

DocuSign Envelope ID: 3D8410FC-BFC0-46FD-BBA2-A58F75CB4C10

Clear Ballot

Master Services Agreement

This Master Services Agreement (the "Agreement"), effective the ___ day of _____ 2023 (the "Effective Date"), is made by and between Clear Ballot Group, Inc., a Delaware corporation, with a principal place of business at 2 Oliver Street, Suite 607, Boston, MA 02109 ("Clear Ballot"), and Benton County, WA with a principal place of business at 2618 North Columbia Center Blvd, Richland WA 99352 ("Customer"). In consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

1.1 "Authorized Users" means Customer's employees and such other types of users (if any) as may be expressly authorized in an Order and who are performing services solely for the benefit of Customer. Unless otherwise expressly provided in the relevant Product Schedule, Authorized Users are limited to employees only and do not include Customer's vendors, contractors, or any other third parties, including technology service providers.

1.2 "Clear Ballot Products" means collectively, all Clear Ballot Licensed Software, Documentation, Hardware, Services and the Data Visualization Portal. For the avoidance of doubt, Customer's right to use the Clear Ballot Products extends only to those specific Clear Ballot Products identified in the applicable Order.

1.3 "Data Visualization Portal" means Clear Ballot's portal, accessible via a username (email address) and password, that allows You to access certain audit-related data.

1.4 "Designated Jurisdiction" means the jurisdiction in which the Clear Ballot Products will be used, and includes all jurisdictions for which the Designated Jurisdiction administers elections on behalf of. The Designated Jurisdiction shall be identified in the applicable Order.

1.5 "Documentation" means the documentation made generally available by Clear Ballot to its customers for use of the Licensed Software, as updated from time-to-time by Clear Ballot in its discretion.

1.6 "Intellectual Property Rights" shall mean (i) patents, inventions, designs, copyright and related rights, moral rights, database rights, trademarks (and service marks) and related goodwill, trade names (whether registered or unregistered) and rights to apply for registration; (ii) trade secrets; (iii) proprietary rights in domain names; (iv) knowhow; (v) applications, extensions and renewals in relation to any of these rights; and (vi) all other rights of a similar nature or having an equivalent effect anywhere in the world.

1.7 "Licensed Software" means Clear Ballot's proprietary software, databases and/or computer programs (including, without limitations all schema and designs of such proprietary software, databases and/or computer programs) that are identified on the applicable Order, including any bug fixes, updates and new releases thereof that may be made generally available by Clear Ballot from time to time as part of Support Services. The term "Licensed Software" also includes any and all Documentation applicable to such computer

1.8 "Professional Services" means those testing, installation, setup, training, ballot design, digital audit, consulting or other services provided by Clear Ballot pursuant to an Order or SOW.

1.9 "Object Code" means computer programs assembled or compiled, which are readable and usable by machines, but not generally readable by humans without reverse-assembly, reverse compiling, or reverse-engineering.

1.10 "Order" means a request to license the specific Clear Ballot Products identified on the Order. pursuant to the terms of this Agreement. A SOW may be attached to an Order as an Exhibit, however if a SOW is executed on a stand-alone basis, it is considered an Order for the purposes of this Agreement.

1.11 "Scope of Use" means the specific scope of use for which Customer is permitted to use the Clear Ballot Products. By way of example, this may include setting up the necessary infrastructure to create an election, defining an election and tabulating and reporting election results in the Designated Jurisdiction, auditing election results, etc.

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Customer is only permitted to use the Clear Ballot Products for activities if such activities are clearly identified in the Scope of Use for the applicable Order.

1.12 "Services" means, collectively, any Support Services or Professional Services, both as defined below, purchased by Customer under an Order.

1.13 "Source Code" means computer programs written in higher-level programming languages, sometimes accompanied by English language comments. Source Code is intelligible to trained programmers and may be translated to Object Code for operation on computer equipment through the process of compiling.

1.14 "SOW" means a Statement of Work signed by the duly authorized representatives of both parties that sets forth and describes Services to be provided hereunder, the fees to be paid, and any other terms agreed upon by the parties. A SOW may be attached to an Order as an Exhibit.

1.15 "Support Services" means the standard maintenance and support services offered to Customer as detailed in the support exhibit attached to the applicable Order.

1.16 "Work Product" means Work Product Type 1 and Work Product Type 2. In the event Work Product is not identified in the Order or SOW as being Work Product Type 1 or Work Product Type 2, it shall be deemed Work Product Type 2.

1.17 "Work Product Type 1" means any work product or deliverables developed specifically for Customer by Clear Ballot in the performance of the Professional Services and specifically identified in the SOW or Order (as applicable) as Work Product Type 1.

1.18 "Work Product Type 2" means any work product or deliverables that are provided to Customer under the SOW or Order (as applicable) and are not specifically identified in the SOW or Order (as applicable) as Work Product Type

2. MASTER AGREEMENT

This is a master agreement under which Customer may order Clear Ballot Products. The Professional Services terms set forth in Exhibit A attached hereto are incorporated herein. Clear Ballot's acceptance of any Order made by Customer under this Agreement shall be subject to all applicable provisions of this Agreement, as well as any additional provisions that may be set forth in the applicable Order, including any exhibits thereto. In the event of a conflict between the terms and conditions of an Order and this Agreement, the terms of this Agreement shall govern.

3. LICENSE AND RESTRICTIONS

3.1 *Grant of License for Licensed Software.* Subject to the terms and conditions of this Agreement and provided Customer has paid all undisputed fees and costs due under this Agreement, during the Licensed Software Term (as defined in the Order) Clear Ballot grants Customer a limited, nonexclusive, nontransferable, non-sublicensable license to use the Licensed Software identified in the applicable Order solely in the Designated Jurisdiction and for the Scope of Use set forth in the applicable Order. To the extent Object Code is provided for the applicable Licensed Software, Customer may make a single copy of the Object Code of the Licensed Software for backup and archival purposes. Customer will not receive, and may not access the Source Code of any Licensed Software. Unless expressly stated on the applicable Order, Customer may not access or use the Clear Ballot Products on behalf of any third party.

3.2 *Hardware.* If Hardware is included in the applicable Order and subject to the terms of this Agreement, Clear Ballot will provide the Hardware to Customer for use in connection with Clear Ballot Products. If Customer has purchased the Hardware, title and all risk of loss with respect to the Hardware will pass to Customer upon shipment by Clear Ballot. Customer shall keep the Hardware free of all security interests, liens and other encumbrances. Customer will use reasonable care in the use of the Hardware and protect the Hardware from theft, damage or misuse. Customer assumes the entire risk of loss, damage, or theft of the Hardware while in Customer's possession.

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Customer will use the Hardware solely in connection with the Clear Ballot Products and in technical configuration specified by Clear Ballot in the Documentation. In the event that the Hardware includes or incorporates any software code (include without limitation any firmware, operating system or other software), such software code shall be deemed "Licensed Software" licensed to Customer solely under the terms of this Agreement.

3.3 *Support Services.* Support Services are further described in the Order Form and any attachments thereto. Customer acknowledges and agrees that it is required to purchase Support Services for the Licensed Software and Hardware during the entirety of the Licensed Software Term.

3.4 *Access to Data Visualization Portal.* If access to the Data Visualization Portal is provided as part of the Clear Ballot Products ordered by Customer under the applicable Order, then subject to the terms and conditions of this Agreement and provided Customer has paid all undisputed fees and costs due under this Agreement, Clear Ballot grants Customer a limited, nonexclusive, nontransferable, non-sublicensable right to access the Data Visualization Portal during the term set forth in the applicable Order.

3.5 *Restrictions on Use*. Clear Ballot Products shall be used solely for the Scope of Use set forth in the applicable Order and not for any other purpose or use. Authorized Users may use the Clear Ballot Products solely on Licensee's behalf in accordance with this Agreement and the applicable Order and not for any other purpose or use. Customer shall ensure Authorized Users comply with all relevant terms of this Agreement and any breach by an Authorized User will constitute a breach by Customer. Customer may not (i) provide any portion of the Licensed Software to any person or entity who is not authorized to access or use it under this Agreement; (ii) use or permit the Clear Ballot Products to be used in any manner, whether directly or indirectly, that would enable Customer's employees, agents, or any other person or entity to use the Clear Ballot Products in any jurisdiction other than the Designated Jurisdiction or for anyone's benefit other than Customer, (iii) rent, sell, assign, lease, sublicense, or otherwise transfer the Clear Ballot Products, (iv) derive or attempt to derive the Source Code, source files, or structure of all or any portion of the Clear Ballot Products by reverse engineering, disassembly, decompilation, or any other means, except to the extent permitted by applicable law, (v) copy, translate, port, modify, or make derivative works based on the Clear Ballot Products, (vi) use the Clear Ballot Products except as set forth in the Documentation, (vii) use the Clear Ballot Products or Clear Ballot Confidential Information to contest the validity of any Clear Ballot intellectual property; (viii) use the Clear Ballot Products in a manner to compete with Clear Ballot, to create a product or service that competes with Clear Ballot, or to assist a third party in competing with Clear Ballot; (ix) use the Clear Ballot Products outside the Designated Jurisdiction; (x) operate a service bureau or other similar service for the benefit of third parties using the Clear Ballot Products; (xi) export, directly or indirectly, the Clear Ballot Products from the United States; or (xii) disclose the Clear Ballot products to any non-U.S. national in the United States in violation of any United States export or other similar law (e.g., unauthorized "deemed exports"). Customer shall take reasonable precautions to prevent unauthorized or improper use or disclosure of the Clear Ballot Products. Customer shall not remove, alter, or obscure any trademark, proprietary label or notice accompanying or incorporated in the Clear Ballot Products. Customer shall not attempt to access any Clear Ballot systems, programs or data that are not made available for Customer's use under the Order or SOW.

3.6 *Minimum System Configuration*. The minimum hardware and software requirements for proper operation of the Licensed Software are set forth in the Order or the relevant Documentation, which may be updated from time to time. Customer shall be solely responsible for purchasing, providing, and installing all other required equipment, peripherals, and hardware not included in the Statement of Work. The Licensed Software must be used with the Hardware as described in the Documentation, and all warranties, support and indemnification obligations hereunder are void if the Licensed Software is used with any other hardware or in any manner other than in the technical configuration specified by Clear Ballot. The requirements listed in this section refer to the requirements of Clear Ballot, and do not refer to any state-specific hardware requirements that may be in place. It is Customer's

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responsibility to ensure that it understands and complies with any state-specific hardware requirements.

3.7 *Intellectual Property Ownership*. The Clear Ballot Products contain material that is protected by United States copyright, trade secret law and other intellectual property law, and by international treaty provisions. All rights in and to the Clear Ballot Products not expressly granted to Customer under this Agreement are reserved by Clear Ballot. As between Customer and Clear Ballot, all Intellectual Property Rights in the Clear Ballot Products will remain the sole and exclusive property of Clear Ballot or its licensors, as applicable. Customer agrees and acknowledges that Clear Ballot will be the exclusive owner of all right, title and interest in and to all software, programming, tools, documentation, materials, and other intellectual property of any kind used, developed, or delivered by Clear Ballot to Customer in connection with this Agreement; and this is not a work-made-for-hire agreement under Section 101 of Title 17 of the United States Code. Customer acknowledges and agrees that Clear Ballot will retain the unlimited right to use and to sublicense to others the ideas, designs, concepts, techniques, or other expertise which Clear Ballot may develop or employ in providing the Clear Ballot Products, in any products and for any lawful purposes.

3.8 *Feedback*. Customer may provide suggestions, comments, or other feedback (collectively, "Feedback") to Clear Ballot with respect to its products and services, including the Clear Ballot Products. Feedback is voluntary and Clear Ballot is not required to hold it in confidence and may use Feedback for any purpose without obligation of any kind. To the extent a license is required under Customer's intellectual property rights to make use of the Feedback, Customer hereby grants Clear Ballot an irrevocable, non-exclusive, perpetual, royalty-free license to use and fully exploit the Feedback in connection with Clear Ballot's business, including enhancement of the Clear Ballot Products.

3.9 *Aggregated Data.* Customer acknowledges and agrees that both during the term of this Agreement and thereafter, Clear Ballot may collect, analyze, copy, display and use Aggregated Data for the purpose of providing, operating, analyzing, and improving the Clear Ballot Products. Clear Ballot will not disclose any Aggregated Data unless it is in aggregated and anonymized form that would not permit a third party to identify the data as associated with Customer. "Aggregated Data" means anonymized or aggregated data, statistics, and analysis derived from Customer's use of the Clear Ballot Products.

3.10 *Modification of Clear Ballot Products.* Clear Ballot may update the Clear Ballot Products from time to time. Except as otherwise expressly agreed in writing by the parties, Clear Ballot is not responsible for any: (a) modification to the Clear Ballot Products by Customer or any third party engaged by Customer, (b) failure by Customer to follow reasonable instructions provided by Clear Ballot for the care and maintenance of Clear Ballot Products, (c) failure by Customer to reasonably implement any improvements or updates to the Clear Ballot Products as supplied by Clear Ballot, (d) use of the Clear Ballot Products not strictly in the manner recommended in the Documentation; or (e) any material failure by Customer to use due care in the use and validation of the results produced by the Clear Ballot Products.

3.11 *Customer Representations*. Customer represents, warrants, and/or covenants to Clear Ballot that: (a) the Clear Ballot Products will be used only (i) by Customer and its Authorized Users, (ii) in the manner for which it was intended, (iii) in accordance with all applicable manuals and instructions, and (iv) in compliance with all applicable laws and regulations, (b) it has the authority to enter into this Agreement, (c) the person executing this Agreement on behalf of Customer has been duly authorized and has all required approvals, (d) by entering into this Agreement, Customer is not in violation of any laws or agreements applicable to Customer, and (e) Customer shall not modify, alter, or add to the Clear Ballot Products without the prior written consent of Clear Ballot.

3.12 "Customer Pre-Existing IP" shall mean data, information, materials, and other information owned by Customer prior to the commencement or independent of this Agreement or Customer's receipt of the Clear Ballot Products, some of which may be used by Clear Ballot in delivering the Clear Ballot Products or the development of the Work Product hereunder. All Customer Pre-Existing IP is the sole property of Customer. Customer is responsible for the accuracy, quality, integrity, legality, reliability, and intellectual property ownership or right to use Customer Pre-

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Existing IP. By providing or otherwise making available Customer Pre-Existing IP to Clear Ballot under this Agreement, Customer hereby grants to Clear Ballot a limited, nonexclusive, royalty-free, worldwide right and license to process the Customer Pre-Existing IP as may be necessary for Clear Ballot to provide the Clear Ballot Products to Customer and perform and fulfill the rights and obligations under the Agreement.

4. FEES, EXPENSES AND TAXES

Customer will pay the fees for the Clear Ballot Products in accordance with the applicable Order. All fees are in United States dollars. Unless otherwise expressly stated on an Order, Clear Ballot may increase fees at any time (but not more than once annually) upon at least thirty (30) days prior written notice to Customer. Except as expressly set forth in this Agreement, there are no refunds.

Unless otherwise set forth on the applicable Order, all fees will be invoiced annually, payable in advance. Customer will reimburse Clear Ballot for reasonable special or unusual expenses incurred at Customer's specific written request.

All undisputed amounts to be paid by Customer are due and payable thirty (30) days after Customer's receipt of the complete and accurate invoice. All payments not disputed in good faith by Customer and not made by Customer within sixty (60) days of when due will be subject to late charges of the lesser of (i) one percent (1.0%) per month of the overdue amount or (ii) the maximum amount permitted under applicable law. If Customer fails to pay Clear Ballot charges (other than charges disputed in good faith) within sixty (60) days after the applicable due date of the invoice, Clear Ballot may suspend Customer's right to access and use the Clear Ballot Products under this Agreement. For clarity, Clear Ballot will not initiate suspension while Customer is disputing charges reasonably and in good-faith and is cooperating diligently in resolving the dispute.

Customer will pay all sales, use, and excise taxes relating to, or under, this Agreement, exclusive of taxes based on or measured by Clear Ballot's net income, unless Customer is exempt from the payment of such taxes and provides Clear Ballot with evidence of the exemption.

5. DISCLAIMERS

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE CLEAR BALLOT PRODUCTS ARE PROVIDED TO CUSTOMER "AS IS," WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICBALE LAW, CLEAR BALLOT EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY OF INFORMATION, QUIET ENJOYMENT, AND FITNESS FOR A PARTICULAR PURPOSE. CLEAR BALLOT DOES NOT WARRANT THAT THE CLEAR BALLOT PRODUCTS WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE CLEAR BALLOT PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE. CLEAR BALLOT DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE CLEAR BALLOT PRODUCTS IN TERMS OF THEIR CORRECTNESS, ACCURACY, QUALITY, RELIABILITY, APPROPRIATENESS FOR A PARTICULAR TASK OR APPLICATION, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CLEAR BALLOT OR CLEAR BALLOT'S AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES PROVIDED IN THIS AGREEMENT (IF ANY).

Hardware carries the standard manufacturer's warranty only (if any). Clear Ballot will use commercially reasonable

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efforts to pass through to Customer any manufacturer's warranties on Hardware, to the extent such warranties may be passed through. All warranty claims for Hardware will be submitted to the respective manufacturer.

If applicable law affords Customer implied warranties, guarantees, or conditions despite these exclusions, those warranties will be limited to one (1) year and Customer's remedies will be limited by this Section 5 (Disclaimer of Other Warranties) and 8 (Limitations of Liability and Actions) to the maximum extent permitted by applicable law. For the avoidance of doubt, the disclaimer set forth in this Section 5 do not negate any of Clear Ballot's obligations under any certificates which Clear Ballot may be required to maintain by the applicable jurisdiction governing use of the Licensed Software hereunder.

6. INDEMNIFICATION

Clear Ballot will defend, indemnify, and hold harmless Customer from any and all third-party claims and resulting losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from a claim by a third party that Customer's use of the Licensed Software in accordance with this Agreement infringes that third party's United States patent, copyright, or trade secret rights. Notwithstanding the foregoing, Clear Ballot will have no obligation with respect to any claim of infringement that is based upon or arises out of (a) the use or combination of the Licensed Software with any hardware, software, products, data, or other materials not provided by Clear Ballot, where such claim would not have arisen but for such use or combination, (b) modification or alteration of the Licensed Software by anyone other than Clear Ballot where such claim would not have arisen but for such modification or alteration, (c) use of the Licensed Software in violation of this Agreement, (d) any specifications, requirements, data, or intellectual property provided by Customer (collectively, the "Excluded Claims").

If the Licensed Software is held to infringe (or, if Clear Ballot determines in its sole discretion that it may be held to infringe), Clear Ballot shall, at its own expense, in its sole discretion: (a) procure a license that will protect Customer against such claim without cost to Customer; (b) replace the impacted Licensed Software with non-infringing materials without material loss of functionality; or (c) if (a) and (b) are not commercially reasonable, terminate this Agreement or the applicable Order and refund to the Customer a prorated portion of the unused prepaid fees for the infringing Licensed Software. The rights and remedies granted Customer under this Section 6 state Clear Ballot's entire liability, and Customer's exclusive remedy, with respect to any claim of infringement of the intellectual property rights of a third party.

The indemnified party shall (i) promptly notify the indemnifying party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying party's obligation except to the extent it is prejudiced thereby, and (ii) to the maximum extent permitted by applicable law, with advice of the Attorney General of the relevant jurisdiction if such advice is required by applicable law, allow the indemnifying party to solely control the defense of any claim, suit or proceeding and all negotiations for settlement; provided that the indemnifying party shall not settle any claim without the indemnified party's prior written consent (such consent not to be unreasonably withheld or delayed). The indemnified party shall also provide the indemnifying party with reasonable cooperation and assistance in defending such claim (at the indemnifying party's cost).

7. AUDIT

7.1 Audit of Customer by Clear Ballot. Clear Ballot may audit Customer's use of the Clear Ballot Products ("Audit"). An Audit may include the inspection and review of facilities, technical environment, equipment, computers and/or servers on which the Clear Ballot Products has been installed, used or hosted, and records, procedures, or

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business practices that relate to Customer's performance under and compliance with the terms of this Agreement. Clear Ballot shall provide Customer reasonable advance notice of an Audit, which shall be performed by Clear Ballot or an independent third party authorized by Clear Ballot. Customer will reasonably cooperate with Clear Ballot in the conduct of the Audit. Audits will be conducted during Customer's normal business hours and commercially reasonable efforts shall be used not to disrupt Customer's business. The cost of the Audit shall be borne by Clear Ballot. In the event that Customer is found by Clear Ballot to be out of compliance with the terms of this Agreement, Clear Ballot shall notify Customer of the Clear Ballot's findings, in detail and Customer shall be responsible for the cost of the Audit. Customer shall have fifteen (15) days to review Clear Ballot's findings and respond to Clear Ballot and become compliant.

7.2 Customer Access to Records. Clear Ballot shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") during the Term of the Agreement. Not more than once annually (unless greater frequency is required by applicable law), Clear Ballot shall permit Customer's authorized representatives to access copies of the Records at reasonable times and places for purposes of examination and copying, at Customer's expense.

8. LIMITATIONS OF LIABILITY AND ACTIONS

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS AND COSTS, LOSS OF BUSINESS, LOSS OF SAVINGS, LOSS OF DATA, OR LOSS OF GOODWILL, IN CONNECTION WITH THE PERFORMANCE OF THE CLEAR BALLOT PRODUCTS, OR THE PERFORMANCE OF ANY OTHER OBLIGATIONS UNDER THIS AGREEMENT, EVEN IF IT IS AWARE OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL CUMULATIVE LIABILITY OF CLEAR BALLOT TO CUSTOMER FOR ANY AND ALL CLAIMS AND DAMAGES UNDER THIS AGREEMENT, WHETHER ARISING BY STATUTE, CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE FEES PAID BY CUSTOMER TO CLEAR BALLOT UNDER THE APPLICABLE ORDER WHICH FORMS THE SUBJECT OF THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

THE LIMITATIONS OF LIABILITY SET FORTH HEREIN SHALL NOT APPLY TO ANY CLAIM OR DAMAGE FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW. IF CUSTOMER'S JURISDICTION DOES NOT ALLOW THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION, THE LIABILITY OF CLEAR BALLOT SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. THIS SECTION 8 SHALL APPLY WITHOUT WAIVER OF CUSTOMER'S SOVEREIGN IMMUNITY, IF APPLICABLE.

9. CONFIDENTIALITY

9.1 Definition of Confidential Information. During the term of this Agreement, each party will regard as confidential any information that is: (a) provided to it by the other party and designated in writing as proprietary or confidential, or (b) to be reasonably considered confidential given the nature of the information or the circumstances under which it was disclosed ("**Confidential Information**"). Clear Ballot's Confidential Information includes the Clear Ballot Products and any Intellectual Property Rights of Clear Ballot or its licensors.

9.2 Exclusions. Except as required by law or statute, Confidential Information will not include any information or material, or any element thereof, to the extent any such information or material, or any element thereof (i) has previously become or is generally known, unless it has become generally known through a breach of this Agreement or a similar confidentiality or non-disclosure agreement, (ii) was already rightfully known to the Receiving Party prior

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to being disclosed by or obtained from the Disclosing Party as evidenced by written records kept in the ordinary course of business of or by proof of actual use by the Receiving Party, (iii) has been or is hereafter rightfully received by the Receiving Party from a third person (other than the Disclosing Party) without restriction or disclosure and without breach of a duty of confidentiality to the Disclosing Party, or (iv) has been independently developed by the Receiving Party without use of the Confidential Information of the Disclosing Party.

9.3 Treatment of Confidential Information. Each party recognizes the importance of the other's Confidential Information. In particular, each party recognizes and agrees that the Confidential Information of the other is critical to their respective businesses and that neither party would enter into this Agreement without assurance that such information and the value thereof will be protected as provided in this Section and elsewhere in this Agreement. Accordingly, each party agrees as follows: (i) the Receiving Party will hold any and all Confidential Information it obtains in strictest confidence and will use and permit use of Confidential Information solely for the purposes of this Agreement; and (ii) without limiting the foregoing, the Receiving Party will use at least the same degree of care, but no less than reasonable care, to avoid disclosure or use of this Confidential Information as the Receiving Party employs with respect to its own Confidential Information of a like importance. The Receiving Party may disclose the Disclosing Party's Confidential Information to its Affiliates and its and their directors, officers, employees, Independent Contractors, Vendor, and advisors (collectively "Representatives") who have a need to know such Confidential Information in the course of the performance of their duties for the receiving party and who are bound by a duty of confidentiality no less protective of the disclosing party's Confidential Information than this Agreement. Each party accepts responsibility for the actions of its Representatives.

9.4 Compelled Disclosures. The receiving party may disclose Confidential Information pursuant to the requirements of applicable law, legal process, or government regulation, provided that it gives the disclosing party reasonable prior written notice to permit the disclosing party to contest such disclosure, and such disclosure is otherwise limited to the required disclosure.

9.5 Public Records. Notwithstanding any provision of this Agreement, including, without limitation this Section 9, Clear Ballot recognizes that Customer is a governmental entity subject to open records and sunshine laws. To the extent required by applicable law, Customer may be required to disclose a copy of this Agreement, as well as other Clear Ballot information and records related to this Agreement. The parties agree that Customer will not be in breach of this Agreement if the Customer is required to disclose such information pursuant to applicable law. However, to the extent permitted by applicable law, Customer agrees that prior to disclosure of any Clear Ballot information (whether Confidential Information or otherwise), Clear Ballot Products, or Clear Ballot Intellectual Property under any public records request or obligation, Customer shall notify Clear Ballot of such required disclosure, so that Clear Ballot shall have an opportunity to note and/or redact any information, materials and intellectual property that may be classified as an exemption to the applicable law. Similarly, Clear Ballot recognizes that the Customer is subject to state record retention regulations, and Customer will comply with all such requirements.

10. TERM AND TERMINATION

10.1 Term. This Agreement shall be effective as of the Effective Date and continue in effect until the expiration or termination of all Orders (the "Term"), unless earlier terminated in accordance with this Section 10. The term of the licenses granted by Clear Ballot to Customer hereunder will commence upon execution of the applicable Order and continue for the term specified in the Order, unless earlier terminated in accordance with the provisions of this Agreement.

10.2 Breach. If either party fails to observe or perform any material obligation under this Agreement, the non-defaulting party may give written notice to the defaulting party specifying the material failure. If the material failure is not corrected or a mutually agreed plan to correct the failure has not been established by the parties working

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together in good faith within thirty (30) Days after the date of such notice, the non-defaulting party may terminate this Agreement upon written notice to the defaulting party.

10.3 Bankruptcy and Insolvency. Either party may terminate this Agreement immediately on written notice to the other party, if the other party is the subject of a voluntary or involuntary bankruptcy, insolvency, or similar proceeding, that is not dismissed within sixty (60) days of filing.

10.4 De-certification. If Clear Ballot fails to maintain any required certifications which are necessary to provide the Licensed Software, Customer may give written notice to the Clear Ballot of Customer's intent to terminate the Agreement or any Service Order. If Clear Ballot is unable to acquire the necessary certification within a reasonable, mutually agreed upon timeframe (of at least 30 days), at Customer's sole discretion and as Customer's sole and exclusive remedy, Customer may terminate the Agreement or any Service Order.

10.5 Effect of Termination. Upon the expiration or termination of this Agreement for any reason, the license and all other rights granted to Customer hereunder shall immediately cease, and Customer shall (i) return the Licensed Software to Clear Ballot together with all reproductions and modifications of the Licensed Software and all copies of any Documentation, notes and other materials respecting the Clear Ballot Products, (ii) attest that Customer shall no longer use or allow to be used the Clear Ballot Products, iii) provide Clear Ballot a written certification that Customer has ceased all use of the Clear Ballot Products and has complied with all of its obligations under this Section. Except as expressly provided herein, to the maximum extent permitted by applicable law, termination of this Agreement by either party will be a nonexclusive remedy for breach and will be without prejudice to any other right or remedy of such party.

11. INSURANCE

Clear Ballot shall, at its own cost, throughout the performance of this Agreement or any related SOW maintain in full force and effect with a reputable insurer(s), insurance as described below: (a) Commercial General liability insurance with a limit of not less than two Million Dollars (US$2,000,000) in the aggregate; (b) Workers Compensation insurance with statutory limits, and Employer's Liability insurance with limits of not less than One Million Dollars (US$1,000,000) per occurrence; and (c) Errors and Omissions Liability insurance with a limit of not less than two Million US Dollars (US$2,000,000) in the aggregate. Upon written request by Customer, Clear Ballot shall furnish Customer with certificates of insurance evidencing the insurance coverage required to be maintained by Clear Ballot is in full force and effect.

12. GENERAL

12.1 Waiver, Amendment, Or Modification. The waiver, amendment, or modification of any provision of this Agreement, or any right, power, or remedy hereunder, shall not be effective unless made in writing and signed by the party against whom enforcement of such waiver is sought, or in the case of amendment, or modification unless signed by both parties. The terms of this Agreement shall not be amended or changed by the terms of any purchase order or acknowledgement issued by Customer even though Clear Ballot may have accepted or signed such documents. No failure or delay by either party in exercising any right, power, or remedy with respect to any of its rights hereunder shall operate as a waiver thereof.

12.2 Notice. All notices, demands, or consents given under this Agreement will be in writing and will be deemed given when delivered personally, or three (3) Days after deposit in the mail (certified or registered mail), or one (1) Day after being sent by overnight courier, to the receiving party at the address set forth in this Agreement or at such other address given by either party to the other in writing. A courtesy copy shall be sent to Clear Ballot via email at contracts@clearballot.com and to Customer at the email address set forth below the signature block (if any).

12.3 Entire Agreement. This Agreement, together with the Orders, and any exhibits attached hereto, constitutes

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the entire agreement between the parties in connection with the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations, or agreements between the parties in connection with the subject matter hereof except as specifically set forth or referred to herein. In the event of any conflict between the body of this Agreement and any Orders or exhibits, the body of this Agreement shall control.

12.4 Assignment. All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their permitted successors and assigns. To the maximum extent permitted by applicable law, Clear Ballot may assign this Agreement and all Orders as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets provided the resulting use, functionality, and support of the Licensed Software remains consistent with the terms of this Agreement and with the scope of use made by assigning party immediately before the assignment. If consent is required by applicable law to assign this Agreement, such consent shall not be unreasonably withheld. Except as expressly stated in this Agreement, to the maximum extent permitted by applicable law, neither party may assign this Agreement without the prior written consent of the other party, and any attempted assignment will be void. Clear Ballot Clear Ballot may assign the performance of any portion of its obligations hereunder (including the provision of any portion of the Clear Ballot Products or functionality contained therein) to any subcontractor; provided that Clear Ballot shall be responsible for the performance of any such subcontractor.

12.5 Publicity. Customer grants Clear Ballot the right to add Customer's name and logo to Clear Ballot's customer list and to otherwise reference Customer as a Clear Ballot customer.

12.6 Governing Law; Severability. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, USA without regard to its conflict of law provisions. Any legal action or proceeding with respect to this Agreement shall be brought in the state or federal courts in Washington. If you are prohibited by law from entering into a contract by governing law other than the laws of the state where your primary office is located, then this Agreement will be construed under the laws of the state in which your primary office is located. If any provision of this Agreement or the application of any such provision shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall continue in full force and effect.

12.7 Construction. The section headings in this Agreement are for convenience of reference only, will not be deemed to a part of this Agreement, and will not be referred to in connection with the construction or interpretation of this Agreement. Unless otherwise expressly stated, the words "herein," "hereof," and "hereunder" and other words of similar import refer to sections of this Agreement as a whole and not to any particular section, subsection, or other subpart of this Agreement. The words "include" and "including" shall not be construed as terms of limitation and shall, in all instances, be interpreted as meaning "including, but not limited to."

12.8 Relationship Of The Parties. Clear Ballot is an independent contractor under this Agreement, and nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have authority to enter into agreements of any kind on behalf of the other party and shall have no power or authority to bind or obligate the other party in any manner to any other third party.

12.9 No Third-Party Beneficiaries. Nothing contained in this Agreement is intended or shall be construed to confer upon any person any rights, benefits or remedies of any kind or character whatsoever, or to create any obligation of a party to any such person.

12.10 Survival. The following Sections shall survive expiration or termination of this Agreement: 3.5 (Restrictions on use), 3.7 (Intellectual Property Ownership), 3.78 (Feedback), 3.9 (Aggregated Data), 4 (Fees, Expenses and Taxes) (to the extent of fees accrued prior to the date of termination), 5 (Disclaimer of Warranties); 7 (Audit); 8 (Limitations of Liability and Actions); 10.4 (Effect of Termination); and 12 (General).

12.11 Force Majeure. Except for Customer's payment obligations, neither party will be liable for any failure or

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delay in performance under this Agreement which is due to any event beyond the reasonable control of such party, including fire, explosion, unavailability of utilities or raw materials, unavailability of components, labor difficulties, war, riot, act of God, export control regulation, laws, judgments, or government instructions.

12.12 Counterparts. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute the same Agreement. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

12.13 Agreement Drafted By All Parties. This Agreement is the result of arm's length negotiations between the parties and shall be construed to have been drafted by all parties such that any ambiguities in this Agreement shall not be construed against either party.

The parties have executed this Agreement to become effective as of the Effective Date.

CUSTOMER:	**CLEAR BALLOT GROUP, INC.**
BY: _____	**BY:** DocuSigned by: Bob Hoyt _____
_____	Bob Hoyt
(PRINTED NAME)	_____
	(PRINTED NAME)
_____	CEO
(TITLE)	_____
	(TITLE)
_____	2/9/2023
(DATE)	_____
	(DATE)

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EXHIBIT A: PROFESSIONAL SERVICES TERMS

Clear Ballot shall provide Customer certain Professional Services as specified in a SOW.

Either party may request a change to a SOW, and for such purpose shall submit to the other party a written notice ("Change Request") setting forth the requested change and the reason for such request. The parties shall discuss the necessity, desirability and/or acceptability of the Change Request. When and if both parties have agreed in writing upon the changes, and any resulting change in the estimated fees for the Services, the parties shall complete and execute a change order ("Change Order") or a new or revised SOW.

Clear Ballot shall have sole discretion in staffing the Professional Services and may assign the performance of any portion of the Professional Services to any subcontractor; provided that Clear Ballot shall be responsible for the performance of any such subcontractor. Customer shall designate at least one employee with knowledge of Customer's business and Clear Ballot's technology and services as its primary contact to be available for communication with Clear Ballot in providing the Professional Services. Customer will (a) cooperate with Clear Ballot, (b) provide Clear Ballot with timely access to accurate and complete information, data and materials, (c) provide Clear Ballot with such assistance and access as Clear Ballot may reasonably request, and (d) fulfill its responsibilities as set forth in this Agreement and the SOW. If Clear Ballot personnel are required to be present on a Customer site, Customer will provide adequate workspace and may provide reasonable worksite safety and security rules to which such personnel are to conform. Unless otherwise set forth in the SOW, all resources and information that are required for Clear Ballot to perform the Services shall be provided at Customer's expense. Customer is responsible for the procurement of any necessary permits or licenses required for the design, production, testing or operation of any Work Product hereunder and costs incidental thereto unless otherwise agreed in the SOW.

Unless specified otherwise in the SOW, the cost estimate for Professional Services, as set forth in the SOW, is a budgetary estimate and is not a firm fixed price quotation and the Professional Services shall be provided on a time and material basis at the rates set forth in the SOW. If Clear Ballot, at any time, determines that the cost of the Professional Services is expected to exceed the budgetary estimate, Clear Ballot will notify the Customer and obtain the Customer's approval prior to exceeding the budget. Clear Ballot shall not be obligated to continue with any work which would cause Clear Ballot to exceed the budgetary estimates if Customer does not approve exceeding the budget. If actual costs are less than the budgetary estimate, only actual costs will be billed.

Except for Clear Ballot Pre-Existing IP (as defined below) which shall continue to be owned by Clear Ballot, any Work Product Type 1 delivered under a SOW shall be the property of Customer upon Customer's payment in full of all associated fees due hereunder.

Clear Ballot hereby grants to Customer a non-exclusive, non-transferable license to use any Work Product Type 2 delivered to Customer upon Customer's payment in full of all amounts due hereunder. Work Product Type 2 shall be used by Customer solely in conjunction with, and consistent in scope with, Customer's permitted use of the Licensed Software under this Agreement.

"Clear Ballot Pre-Existing IP" shall mean any and all software, hardware, information, technology, configurations, training materials, tools, methodologies, data, designs, ideas, concepts, know-how, techniques, materials, data, algorithms, and other information owned or licensed by Clear Ballot prior to the commencement or independent of the Professional Services and all intellectual property rights therein, some of which may be used by Clear Ballot in performance of the Professional Services or the development of the Work Product hereunder, and shall also include any enhancements or modifications made by Clear Ballot to the Clear Ballot Pre-Existing IP while performing the

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Services hereunder. All Clear Ballot Pre-Existing IP is the sole property of Clear Ballot. Customer acknowledges and agrees that Clear Ballot is in the business of providing the Clear Ballot Products, and as such will retain the unlimited right to use and to sublicense to others the ideas, designs, concepts, techniques or other expertise which Clear Ballot may develop or employ in providing the Professional Services, including those ideas, concepts, techniques acquired in developing the Work Product, in any products and for any purposes (including providing services and developing work product for other customers), provided that the same are (i) of general application and (ii) not based on and do not contain Customer Confidential Information. For the avoidance of doubt, Clear Ballot may create the same or similar work product for other customers without liability or obligation to Customer. To the extent that Clear Ballot incorporates any Pre-Existing IP into any Work Product, then Clear Ballot hereby grants Customer a royalty-free, non-exclusive, non-transferable license to use such Pre-Existing IP delivered to Customer solely as necessary for and in conjunction with and not separate from Customer's use of the Work Product.

Clear Ballot warrants that any Professional Services will be performed in a professional, workmanlike manner and shall substantially conform to the specifications set forth in the applicable Order for a period of thirty (30) days from the date of completion (the “Professional Services Warranty Period”), unless specified otherwise in the Order. If Customer notifies Clear Ballot in writing of any failure to comply with the Professional Services warranty described in this paragraph during the Professional Services Warranty Period, then Clear Ballot shall re-perform the relevant Professional Services at no additional cost to Customer within a reasonable period of time. The foregoing remedy is the sole and exclusive remedy of Customer and the sole and exclusive liability of Clear Ballot for breach of this Professional Services warranty.

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CLEAR BALLOT GROUP, INC. ORDER

This Order ("Order") is entered into by and between Benton County, WA ("Customer") and Clear Ballot Group, Inc. ("Clear Ballot") effective the 4 day of April 2023 (the "Effective Date"). This Order is subject to and governed by the terms and conditions of the Clear Ballot Master Services Agreement executed by and between the parties on February 28, 2023 (the "Agreement"). Capitalized terms used and not otherwise defined in this Order shall have the meaning set forth in the Agreement. Each of Customer and Clear Ballot is referred to in this Order individually as a "party", collectively the "parties".

Clear Ballot and Customer previously entered into Clear Ballot Group Software License and Services Agreement executed by and between the parties on April 3, 2018 (the "Prior Agreement"). The parties desire to supersede and replace the terms and conditions of the "Prior Agreement" with the terms and conditions of this Order. As of the Effective Date the Prior Agreement shall terminate and be of no force and effect.

The following exhibits are attached to this Order and are hereby incorporated herein by reference:

EXHIBIT A: Statement of Work ("SOW")
EXHIBIT B: Service Level Agreement ("SLA")

Scope of Use: Customer is authorized to use the ClearDesign and ClearCount components of the ClearVote Software to design, digitally scan, tabulate, and adjudicate paper ballots, as well as provide tabulation reports.

Designated Jurisdiction: Benton County, WA

1. Support Services

Support Services fees are due annually on the date identified in Section 2. Support Services includes 12 months of technical support, Hardware maintenance, and Licensed Software maintenance with an effective start date of April 3, 2023. Customer is required to purchase Support Services for each year that it continues to use the Licensed Software. Hardware maintenance relates to the following scanners and their corresponding serial numbers:

fi-6800 – A9HCC00740
fi-6800 – A9HCC00752

2. Payment Schedule

As part of this SOW, the Customer agrees to the following payment terms and milestones. Clear Ballot's Customer Success team will work closely with Customer's designated project team to ensure Support Services and Professional Services are delivered in accordance with this Order. Sales tax is not included in the amounts shown.

Clear Ballot Products	Payment Amount	Due Date
Year 1 Support Services (covers 4/3/23-4/2/24)	$30,436.01	Amount due April 3, 2023
Year 2 Support Services (covers 4/3/24-4/2/25)	$31,349.09	Amount due April 3, 2024
Year 3 Support Services (covers 4/3/25-4/2/26))	$32,289.56	Amount due April 3, 2025

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Year 4 Support Services (covers 4/3/26-4/2/27))	$33,258.25	Amount due April 3, 2026
Year 5 Support Services (covers 4/3/27-4/2/28))	$34,256.00	Amount due April 3, 2027

The parties have reviewed this Order and all exhibits attached hereto and authorize the project to move forward in accordance with the Agreement.

CUSTOMER	**CLEAR BALLOT GROUP, INC.**
BY: _____	**BY:** DocuSigned by: Bob Hoyt 12B6A489C7DD4D2...
	Bob Hoyt
(PRINTED NAME)	**(PRINTED NAME)**
	CEO
(TITLE)	**(TITLE)**
	2/9/2023
(DATE)	**(DATE)**

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EXHIBIT A
STATEMENT OF WORK

This Statement of Work ("SOW") details the effort necessary for Clear Ballot to deliver the Support Services set forth in the Order in accordance with the functional and technical requirements as stated herein.

1.0 INTRODUCTION

1.1 Scope of Work

The scope of work to be delivered is to provide ongoing technical support, Hardware maintenance, and Licensed Software maintenance for Customer's continued use of Clear Ballot's ClearDesign and ClearCount components of the ClearVote Software, as identified in the Order, which includes:

- Clear Ballot will provide the Support Services specified in the Order which Customer may use to design, digitally scan, tabulate, and adjudicate paper ballots, as well as provide tabulation reports.

1.2 Location

All Support Services identified in the Order will be initially directed towards the named person and address noted below:

Amanda Hatfield, Election Manager
Benton County Elections
2618 North Columbia Center Blvd
Richland, WA 99352

2.0 MUTUAL RESPONSIBILITIES

High level responsibilities for these Support Services are broken down as follows:

2.1 Clear Ballot Responsibilities

- Clear Ballot shall provide continued access to the Licensed Software
- Clear Ballot shall provide technical support on Hardware and Licensed Software purchased from Clear Ballot, in line with the SLA
- Clear Ballot shall make available certified Software Upgrades to Customer and assist with Software Upgrades, as defined in the SLA
- Clear Ballot shall provide updates to product documentation, as available
- Clear Ballot shall coordinate the provision of annual scanner maintenance with OEM and provide technical support

2.2 Customer Responsibilities

- Customer shall have in place, the certified Hardware as specified by Clear Ballot.
- Customer shall ensure work schedules of Authorized Users are mutually agreed upon with Clear Ballot staff.
- Customer shall ensure an appropriate workspace, including, without limitation any necessary furniture, electrical outlets, and secure storage are in place prior to commencement of the Support Services

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EXHIBIT B

SERVICE LEVEL AGREEMENT

Mission
It is the mission of Clear Ballot Group ("CBG") to provide exceptional support for our products and maintain the highest levels of customer trust and satisfaction as a part of the partnership established in selecting Clear Ballot Group's election technology.

Overview
The purpose of this Service Level Agreement is to outline the agreed-upon services to be provided to the customer in support of the successful use and operation of the Clear Ballot system and components procured. The Customer Success Team of CBG is responsible for providing comprehensive support of all software and hardware products purchased under this agreement.

Customer Success Manager
As part of this SLA, a Customer Success Manager ("CSM") will be assigned to your account. The CSM will serve as your advocate to insure your successful and prolonged use of CBG solutions. The CSM holds annual user group meetings for CBG customers to exchange knowledge, network with colleagues, and expand their understanding of CBG solutions. The CSM also coordinates and schedules CBG upgrades when needed, conducts customer satisfaction surveys and promotes your product change requests to CBG Product Management for their consideration when planning future CBG releases.

Helpdesk
The CBG Helpdesk is in operation Monday through Friday from 8:00AM until 8:00 PM ET. Customers may contact the Helpdesk at (857) 250-4961 or submit email requests to support@clearballot.com. Requests for technical support via telephone are handled on a first-in, first-respond basis, however callers may leave a message and all messages will be responded to by telephone within 24 hours. Requests via email will typically be responded to in the same day, and always within 24 hours. Customers requiring immediate assistance or response outside of these hours may contact their CSM with issues and concerns, who will facilitate the proper response.

During Normal Election Cycles, defined herein as the period starting two weeks before scheduled State or Federal Election Days until five days after Election Day, the Helpdesk will operate from 7:00AM until 11:00PM in the Customer's time zone. Clear Ballot's service level for response time during Elections Cycles is 2 hours. Extended technical support during Election Cycles is available at no additional cost at the customer's request. Contact your CSM to establish times and availability of support personnel to assist you during your election cycle.

Online Support
CBG offers several online resources for provision of online Customer Support. Our Helpdesk is a secure web portal that provides customers the ability to submit issues, research past issues, find solutions and identify best practices. Technical information on our products is available via our Support Portal on demand. This portal is accessible at https://clearballot.com/support.

Clear Ballot's Customer Success Organization works closely with our training and documentation staff to ensure that all materials are accurate, comprehensive, and up to date. If support on a procedural or non-proprietary matter is required, Clear Ballot's Customer Success Representative may arrange a web conference or demonstration to assist in the resolution of the issue promptly.

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Hardware Repairs
Requests for hardware repairs or maintenance, included within this contract, can be initiated via telephone or email, sent to either the Customer's CSM or the Helpdesk. All repair requests and activity will be initiated and tracked by the CBG Customer Success Team. To provide customers with the highest level of quality service and response, CBG may engage the service teams of each Original Equipment Manufacturer ("OEM") to perform repairs, where applicable, in accordance with Customer's existing warranty and/or maintenance program. Repairs for products may be performed at the customer's site or at a remote location. Clear Ballot will respond to your request, within the appropriate Service Level response time, with an initial telephone inquiry to provide basic problem-solving techniques and to gain specifics on the nature of the issue. After determination of a need for onsite service during this telephone inquiry, each service unit will respond onsite hours to facilitate repairs to your equipment. The Customer shall be responsible for allowing for technician visits at its facility in accordance with the customers' warranty.

Software Upgrades
As part of this agreement, CBG will make certified software upgrades available to all customers of record for use at their discretion. As determined by each Customer's protocols for installing software, the software may be provided directly to the Customer for installation or a request to the Voting System Testing Laboratory ("VSTL") may be initiated by CBG for a release of a trusted build copy of the software from the lab directly to the customer. Additionally, CBG will provide hash values to the customer for proper authentication of the software installation. At the Customer's request, CBG will schedule a technical Specialist at the prevailing rates to arrive onsite to assist or install and test the software upgrade.

Hardware Warranty and Support
The Clear Ballot's hardware warranty program provides assurance that all system hardware is free of all defects on material and workmanship for an initial period of 12 months. During the warranty period, Clear Ballot will repair or replace, free of charge, any part defective in material or workmanship. The warranty shall be designated to begin uniformly on all units comprising a single order, immediately upon the completion of the Customer's User Acceptance Testing and acceptance by Customer, or at the end of 30 days after completion of delivery, whichever shall occur earlier. All warranty repairs must be performed by Clear Ballot or an authorized Clear Ballot representative.

Clear Ballot's Customer Success Manager will act as the single point of contact for all hardware warranty service requests provided under this agreement. The procedure to initiate warranty repairs is the same as noted above in the section entitled "Hardware Repairs."

Enhanced and Extended Maintenance
Clear Ballot offers enhanced and extended maintenance and support programs tailored to the Customer's needs when requested by the Customer as part of the original sale. All requests for enhanced or extended maintenance shall be established through the Clear Ballot representative at the time of sale and at the rates or extended costs determined at that time. This Service Level Agreement and the maintenance stated herein shall serve as the basis for service and support for all products sold by CBG to the Customer. All enhanced or extended maintenance provisions shall be appended to this Service Level Agreement as part of the "Service Level Agreement, Additional Provisions" form that will be signed by a designated representative of both the Customer and CBG. No Service Level Agreement issued to a Customer as part of a sale shall provide services or support not stated herein without attachment of the signed Service Level Agreement, Additional Provisions form.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 28, 2023
Subject:	Professional Service Contract with Valley Alcohol Council d/b/a Merit Resource Services
Presenter:	
Prepared By:	Ryan Washburn, Therapeutic Court Coordinator
Reviewed By:	Amanda Watts, Court Administrator

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 Therapeutic Courts would like to enter into a Professional Services Contract with Valley Alcohol Council d/b/a Merit Resource Services to provide monitored urine drug screen collection at no charge to Benton County. The Therapeutic Court Coordinator, Ryan Washburn has determined that a Professional Services Contract with Valley Alcohol Council d/b/a Merit Resource Services would be the most efficient in meeting the day to day needs of Mental Health Court, Veterans Therapeutic Court, and Recovery Court programs for these required services.

Fiscal Impact

Contracting Valley Alcohol Council d/b/a Merit Resource Services to provide monitored urine drug screen collection will save the county $20,000 per year in drug confirmation testing.

Recommendation

The Court recommends approval of the contract.

Suggested Motion

Part of the consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AWARDING VALLEY ALCOHOL COUNCIL d/b/a MERIT RESOURCE SERVICES A PROFESSIONAL SERVICES CONTRACT TO PROVIDE OBSERVED URINE DRUG SCREENING COLLECTION

WHEREAS, per resolution 2021-233, "…for all contracts for non-public works services the county need not advertise or follow a formal competitive bidding procedure, but 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 Benton County Therapeutic Court Coordinator recommends entering into a Professional Services Contract with Valley Alcohol Council d/b/a Merit Resource Services; **NOW THEREFORE**,

BE IT RESOLVED that the Board of Benton County Commissioners, Benton County Washington concurs with the Therapeutic Court Coordinator's recommendation and hereby awards the Professional Services Contract to Valley Alcohol Council d/b/a Merit Resource Services at no cost to Benton County; and

BE IT FURTHER RESOLVED, that the Chairman is authorized to sign the attached Professional Service Contract; and

BE IT FURTHER RESOLVED, the term of the attached Contract commences once signed by the Board of County Commissioners and expires on December 31, 2025.

DATED this_____day of_____, 2023.

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Commissioner
Constituting the Board of County Commissioners
Of Benton County, Washington

Attest: _____
Clerk of the Board

Cc: District Court

Prepared by: R. Washburn

BENTON COUNTY THERAPEUTIC COURTS

PROFESSIONAL SERVICES CONTRACT

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between Benton County, a political subdivision of the State of Washington, with its principal offices at 7122 West Okanogan Place, Suite A110, Kennewick, WA 99336, for the Benton County Therapeutic Courts, and Valley Alcohol Council d/b/a Merit Resource Services (hereinafter "Contractor").

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

PROGRAM GOALS

Services provided to the Benton County Therapeutic Courts by Valley Alcohol Council d/b/a MERIT Resource Services (Contractor), will include observed urine drug screen collection. In the event that a same sex collector is unavailable, an unobserved collection procedure will be performed by someone of the opposite sex.

Contractor will operate and maintain a private telephone line (color line) in addition to the Merit website for participants to verify daily color selections. The color line phone message and website will be updated with daily colors prior to 6:30 am each day. Weekday collection times will be 7:30 am to 6:30 pm. Weekend and Holiday collection times will be 8:00 am to 1:00 pm.

Contractor will maintain its state certifications as well as professional liability insurance.

Contractor will not bill Benton County Therapeutic Courts for any services not included in this contract.

DESCRIPTION OF SERVICES PROVIDED

Benton County Therapeutic Courts will provide chain of custody, instant urinalysis testing device, collection cup, and collection hat for female donor necessary for urine drug screen collection. Contractor will provide urine specimen collection, confirmation testing for presumptive positive – denied specimens sent to Cordant, and Failure to Appear notifications at no charge to Benton County Therapeutic Courts as long as CJTA funding allows. It is understood that negative and presumptive positive – agreed instant screen results will not be sent to Cordant for confirmation testing unless requested by the Therapeutic Court Coordinator.

In the event that CJTA funding is exhausted, Benton County Therapeutic Courts will be billed at the following rates:

Unit	Services	Rate
Each Test	Collection Fee	$20.00
Each Confirmation	Amphetamine/Methamphetamine (AMP/M-AMP)	$12.50
Each Confirmation	Benzodiazepines (BZO)	$12.50
Each Confirmation	Cocaine (COC)	$12.50

Unit	Services	Rate
Each Confirmation	Ecstasy (MDMA)	$12.50
Each Confirmation	Marijuana (THC)	$12.50
Each Confirmation	Morphine (MOP)	$12.50
Each Confirmation	Opiates (OPI)	$12.50
Each Confirmation	Oxycodone (OXY)	$12.50
Each Confirmation	Tramadol (TRA)	$12.50
Each Confirmation	Buprenorphine (BUP)	$16.00
Each Confirmation	Fentanyl (FYL)	$16.00
Each Confirmation	Methadone (MTD)	$16.00
Each Confirmation	Ethyl Glucuronide (ETG)	$19.50
Each Confirmation	Kratom	$30.00

GENERAL TERMS AND CONDITIONS

In consideration of the covenants, conditions, performances, and provisions hereinafter contained, the parties hereto agree as follows:

1. **Definitions:** The words and phrases listed below, as used in the Contract, shall have the following definitions:

   A. "Contract" means this Benton County Therapeutic Courts and the Contractor Professional Services Contract and any Exhibits and other documents attached or incorporated by reference.

   B. "CFR" means Code of Federal Regulations. All references in this Contract to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at http://www.govinfo.gov/help/crf.

   C. "Debarment" means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.

   D. "General Terms and Conditions" means the contractual provisions contained within this Contract, which govern the contractual relationship between Benton County Therapeutic Courts and the Contractor, under this Contract.

   E. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

   F. "Principals," which includes officials, officers, members of the Board of Directors, owner(s), or other person(s) with management or supervisory responsibilities relating to the transaction, for Contractor.

G. "RCW" means the Revised Code of Washington. All references in the Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at http://apps.leg.wa.gov/rcw/.

H. "Subcontract" means a separate contract between the Contractor and an individual or entity ("Subrecipient") to perform all or a portion of the duties and obligation that the Contractor shall perform pursuant to this Contract.

I. "USCA" means United States Code Annotated. All references to USCA chapter or sections I this Contract shall include any successor, amended, or replacement statute. The USCA may be accessed at https://www.govinfo.gov/app/collection/uscode.

J. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at http://apps.leg.wa.gov/wac/.

2. **Amendments:** This Contract, or any term or condition, may only be modified in writing and signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.

   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 Benton County Therapeutic Courts.

3. **Duration of Contract:** The term of this Contract shall begin once signed by the Board of County Commissioners, for Benton County, and shall expire on December 31, 2025, or upon termination of CJTA funding, whichever occurs first.

4. **Assignment:** Except as otherwise provided herein, the Contractor shall not assign rights or obligations derived from this contract to a third party without the prior, written consent of the Benton County Therapeutic Courts and the written assumption of all of the Contractor's obligations in the Contract by the third party.

5. **Billing Limitations:** Benton County Therapeutic Courts will provide chain of custody, instant urinalysis testing device, collection cup, and collection hat for female donor necessary for urine drug screen collection. The Contractor will provide urine specimen collection, confirmation testing for presumptive positive – denied specimens sent to Cordant, and Failure to Appear notifications at no charge to Benton County Therapeutic Courts as long as CJTA funding allows. There will be no monthly billing provided CJTA funding is available.

6. **Compliance with Applicable Law:** At all times during the term of this Contract, the Contractor and Benton County Therapeutic Courts shall comply with all applicable federal,

state, and local laws, regulations, and rules, including but not limited to non-discrimination laws and regulations.

7. **Confidentiality:** The parties shall use Personal Information and other confidential information gained by reason of this Contract only for the purpose of this Contract. Benton County Therapeutic Courts and the Contractor shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information except as provided by law or with the prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other confidential information gained by reason of the Contract and shall return or certify the destruction of such information if requested in writing by the party to this Contract that provided the information.

8. **Debarment Certification:** The Contractor, by signature to this Contract, certifies the Contractor, its Principles and any Subrecipients are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above language notification requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify Benton County Therapeutic Courts becomes debarred. Benton County Therapeutic Courts may immediately terminate this Contract by providing the Contractor written notice if the Contractor becomes debarred during the term of this Contract.

9. **Disputes:** Disputes between the Contractor and Benton County Therapeutic Courts, arising under and by virtue of the Contract, shall be brought to the attention of Benton County Therapeutic Courts 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 Benton County Therapeutic Courts' Contract Representative or designee. All rulings, orders, instructions, and decisions of the Benton County Therapeutic Courts' Contract Representative or designee shall be final and conclusive, subject to the Contractor's right to seek judicial relief.

10. **Non-Waiver of Rights:** The parties agree that the excuse of 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 that right of the waving 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. **Documentation for Reimbursement Requests:** At the Contractor's first request for reimbursement, Benton County Therapeutic Courts will require detailed back-up documentation for all expenditures. On subsequent invoices, the monthly activity report and a printout from the Contractor's accounting system listing the expenditures charged against the contract will be acceptable. All back-up documentation must be available to Benton County Therapeutic Courts and all other auditors, upon request. Reimbursement of expenditure for

staff time spent on more than one source will require timesheets reflecting hours charged to the contract.

12. **Governing Law, Venue, and Jurisdiction:** This Agreement shall be governed by the laws of the State of Washington. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought in Benton County Therapeutic Courts for the State of Washington. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

13. **Independent Status:** For purposes of this Contract, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of Benton County Therapeutic Courts. The Contractor shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of Benton County Therapeutic Courts. The Contractor shall not claim for itself or its employees any rights, privileges, or benefits, which would accrue to an employee of Benton County Therapeutic Courts. The Contractor shall indemnify and hold harmless Benton County Therapeutic Courts from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Contractor or the Contractor's employees.

    The parties agree that, for the purposes of this Contract, the Contractor is an independent contractor and neither the Contractor nor any employee of the Contractor is an employee of Benton County Therapeutic Courts. Neither the Contractor nor any employee of the Contractor is entitled to any benefits that Benton County Therapeutic Courts provide their employees. The Contractor is solely responsible for payment of any statutory workers compensation or employer's liability insurance as required by state law.

14. **Indemnification, Defense, and Hold Harmless:** To the fullest extend permitted by law including RCW 4.24.115, the Contractor shall indemnify, defend, and save harmless Benton County Therapeutic Courts and their respective officers, employees, agents, and volunteers from all claims, suits, or actions brought for injuries to, or death of any persons, or damages arising from or relating to the Contractor's performance of this Contract or in consequence of any negligence or breach of contract related to the Contractor's performance of this Contract caused in whole or in part by any act or omission by the Contractor or the agents or employees of the Contractor related to performance of this Contract. 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.

15. **Contractor's Waiver of Employer's Immunity under Title 51 RCW:** Contractor intends that its obligations to indemnify, defend, and hold harmless set forth above in section 14 shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, the Contractor specifically assumes all potential liability for actions brought by employees of the Contractor against Benton County Therapeutic Courts, their officers, employees, agents, and volunteers, and solely for the

purpose of enforcing the Contract's obligations to indemnify, defend, and hold harmless set forth above in section 14, the Contractor specifically waives any immunity granted under the state industrial insurance law, Title 51 RCW. The parties have mutually negotiated this waiver. The Contractor shall similarly require that any subcontractor it retains in connection with its performance of this Agreement shall comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor. The Contractor's obligations under Sections 14 and 15 shall survive termination and expiration of this Contract.

16. **Insurance:**

A. Benton County Therapeutic Courts certify that it is insured as a member of the Washington Counties Risk Pool, and is otherwise self-insured, and can pay for losses for which it is found liable.

B. The Contractor shall, with insurance carriers with a Best Rating of A-VII or better, maintain occurrence based comprehensive general liability insurance with minimum limits of $1,000,000 per occurrence and $3,000,000 aggregate, automobile liability insurance with combined single limit of $1,000,000, umbrella liability limit of $1,000,000 per occurrence and $1,000,000 aggregate, employers' liability coverage (Stop Gap) with $1,000,000 each accident and $1,000,000 aggregate. Such insurance shall provide that Benton County Therapeutic Courts, their officers, employees, agents and volunteers are Primary Additional Insureds under such insurance. The coverage provided under such insurance for such Primary Additional Insureds shall be primary and not contributory to any other coverage that may be available to such Primary Additional Insureds. Prior to commencement of any work under this Agreement, the Contractor shall, provide proof of such insurance, and if requested, any policy pertaining to insurance required under this Agreement.

C. Automobile Liability: The Contractor shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any autos owned by the Contractor, or if the Contractor has no owned autos, any hired or non-owned autos, 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.

17. **Nondiscrimination:** The Contractor agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW Chapter 49.60) or the Americans with Disabilities Act (42 USC 12101 et seq.). In the event the Contractor violates this provision, Benton County Therapeutic Courts may terminate this Contract immediately and bar the Contractor from performing any services for Benton County Therapeutic Courts in the future.

18. **Order of Precedence:** In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:

    A. Applicable federal and State of Washington statutes and regulations;
    B. Special Terms and Conditions of this Contract;
    C. This Contract.

19. **Responsibility:** Each party to this Contract shall be responsible for the negligence of its officers, employees, and agents in the performance of this Contract to the extent allowed by law. No party to this Contract shall be responsible for the acts and/or omissions of entities or individuals not party to this Contract. Benton County Therapeutic Courts and the Contractor shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that this provision may not be feasible in all circumstances. Benton County Therapeutic Courts and the Contractor agree to notify the attorneys of record in any tort lawsuit where both are parties if either Benton County Therapeutic Courts or the Contractor enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible, and the notice may be either written or oral.

20. **Severability:** The provisions of this Contract are severable. If any court holds any provision of this Contract, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions of this Contract.

21. **Notice:** Any demand, request or notice which either party desires or may be required to make or deliver to the other shall be in writing and shall be deemed delivered when personally delivered, or when delivered by private courier service (such as Federal Express), or three days after being deposited in the United States mail, in registered or certified format, return receipt requested, addressed as follows:

Contractor:	Shereen Hunt, Executive Director Merit Resource Services PO Box 997 Sunnyside, WA 98944
Benton County Therapeutic Courts:	Ryan Washburn Therapeutic Courts Coordinator Benton County District Court 7122 West Okanogan Place, Suite A110 Kennewick, WA 99336

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives, and it is effective once signed by the Board of County Commissioners for Benton County.

The parties specifically certify that the provisions contained within this Contract are mutually negotiated.

MERIT RESOURCE SERVICES	**BENTON COUNTY THERAPEUTIC COURTS**
S h Hunt 02/09/2023	MSW 02/10/2023
Shereen Hunt, Executive Director — DATE	Ryan Washburn, Therapeutic Courts Coordinator — DATE

BENTON COUNTY APPROVAL

Approved as to Form:

Eric T. Andrews, Deputy Prosecuting Attorney — DATE 2/2/23

By: _____

Name: _____

Title: Chairman, Board of Commissioners

Date: _____

Attest:

Clerk of the Board: _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 28, 2023
Subject:	Agreement #2023/24-HHAA-CBVC with Columbia Basin Veterans Coalition
Presenter:	
Prepared By:	Deena Horton
Reviewed By:	Kyle Sullivan, DHS Manager

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

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

Summary / Background Information

Benton County Department of Human Services would like to contract with Columbia Basin Veterans Coalition to assist the County with meeting the goals of the Five-Year Homeless Housing Plan for Benton County to reduce homelessness.

The program will provide Direct Service Vouchers, a short-term financial assistance program, and Supportive Services, consisting of case management specific tasks.

Fiscal Impact

There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0154101 Homeless Housing and Assistance Fund, for a Consideration amount of $137,560.00.

Recommendation

- Sign the Resolution to accept the proposed Grant Agreement
- Approve the proposed Grant Agreement by signing all the copies where indicated

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

IN THE MATTER OF EXECUTING GRANT AGREEMENT #2023/24-HHAA-CBVC BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND COLUMBIA BASIN VETERANS COALITION, TO ASSIST THE COUNTY WITH MEETING THE GOALS OF THE FIVE-YEAR HOMELESS HOUSING PLAN TO REDUCE HOMELESSNESS

WHEREAS, Benton County Department of Human Services would like to contract with Columbia Basin Veterans Coalition to assist the County with meeting the goals of the Five-Year Homeless Housing Plan for Benton County to reduce homelessness; and

WHEREAS, the program shall serve the County's homeless residents who have resided in Benton County and who are found to have met the program's eligibility and documentation requirements; and

WHEREAS, the program will provide Direct Service Vouchers, a short-term financial assistance program, and Supportive Services, consisting of case management specific tasks; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed Grant Agreement; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign, on behalf of Benton County, Grant Agreement #2023/24-HHAA-CBVC between Benton County Department of Human Services and Columbia Basin Veterans Coalition, to assist the County with meeting the goals of the Five-Year Homeless Housing Plan for Benton County to reduce homelessness, for a consideration amount of $137,560.00; and

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

Dated this . . . .day of . . . . . , 2023

_____
Chairman

_____
Chairman Pro Tem

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

Attest: _____
Clerk of the Board

cc: Human Services; Benton County Commissioners

D. Horton

Benton County
DEPARTMENT OF HUMAN SERVICES
Grant Agreement #2023/24-HHAA – CBVC

This Grant Agreement, hereinafter referred to as the "Agreement", is executed by and between **Benton County**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **Benton County Department of Human Services**, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "County"), and **CBVC**, a non-profit corporation, with its principal offices at PO Box 2606, Pasco, WA 99301, (hereinafter "Contractor").

County's Contact Information/Authorized Representative:
Kyle Sullivan, Manager
Benton County
Department of Human Services
7102 W. Okanogan Place, Suite 201
Kennewick, WA 99336
Phone: (509) 783-5284
Fax: (509) 783-5981
E-Mail: Kyle.Sullivan@co.benton.wa.us

Contractor's Contact Information/Authorized Representative:
Matt Sammons, Director
Columbia Basin Veterans Coalition
PO Box 2606
Pasco, WA 99301
Phone: (509) 545-6558
Fax: (509) 545-7522
E-Mail: MattS@columbiabasinvetcenter.org

Agreement Start Date ..... January 1, 2023
Agreement End Date ..... December 31, 2024
Unless this Agreement is terminated sooner as set forth herein.

Consideration..... Benton County $137,560.00

Exhibit A ..... Budget
Exhibit B ..... Partnership Participation Agreement
Exhibit C ..... Housing Resource Center Guidelines

By their signatures below, the parties agree to the terms and conditions of this Agreement and all documents attached or incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Agreement.

For the Contractor:

Matt S. _____ Title: Exec. Dir. Date 1-13-23

For Benton County:

_____ _____
Benton County Commissioners Date

_____
Attest: Clerk of the Board

Approved as to Content:

_____
Department of Human Services

Approved as to Form:

_____
Benton County Prosecutor's Office

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DEFINITIONS

1. DEFINITIONS

1.1. **Annual Point in Time Count or Washington Homeless Census** means an annual countywide census conducted as a collaborative effort by towns, cities, counties, community-based organizations, and state agencies, with the technical support and coordination of the Dept. of Commerce, to count and collect data on all homeless individuals in Washington.

1.2. **Benton County Resident** means an individual who has spent, at a minimum, 90 days in Benton County.

1.3. **Benton-Franklin HMIS Collaborative or the HMIS Collaborative** means a County administered, cooperative agreement of 2163 Homeless Housing and Assistance fund recipients and homeless service providers obtaining, sharing, and utilizing data for input into the Washington State HMIS operated by the Dept. of Commerce.

1.4. **CFR** means Code of Federal Regulations. All references in this Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation.

1.5. **Client or clients** means individuals who are eligible for services under this Agreement.

1.6. **Compliance With Fair Market Rent (FMR) and Occupancy Standards**: Contractor agrees to comply with all FMR, and occupancy standards set forth herein. FMR and occupancy standards are defined as gross rent estimates provided annually by HUD. They include the shelter rent plus the cost of all tenant-paid utilities, except telephones, cable or satellite television service, and internet service. HUD sets FMR to ensure that a sufficient supply of rental housing is available to housing program participants. To accomplish this objective, FMRs must be both high enough to permit a selection of units and neighborhoods and low enough to serve as many low-income families as possible. Occupancy standards are set by Benton and Franklin Counties' Department of Human Services according to Public Housing and HUD requirements and determine the size of a housing unit a household may occupy.

1.7. **Dept. of Commerce** means the Washington State Department of Commerce.

1.8. **Eligible Activities** for Homeless Housing and Assistance funds, as set forth in RCW 43.185C.050(2), are as follows:

- rental and furnishing of dwelling units for the use of homeless persons;
- costs of developing affordable housing for homeless persons, and services for formerly homeless individuals and families residing in transitional housing or permanent housing and still at risk of homelessness;
- operating subsidies for transitional housing or permanent housing serving formerly homeless families or individuals;
- services to prevent homelessness, such as emergency eviction prevention programs including temporary rental subsidies to prevent homelessness;
- temporary services to assist persons leaving state institutions and other state programs to prevent them from becoming or remaining homeless;
- outreach services for homeless individuals and families;
- development and management of local homeless plans including homeless census data collection; identification of goals, performance measures, strategies, and costs and evaluation of progress towards established goals;
- rental vouchers payable to landlords for persons who are homeless or below thirty percent of the median income or in immediate danger of becoming homeless; and

- other activities to reduce and prevent homelessness as identified for funding in the Benton and Franklin Counties' Five-Year Homeless Housing and Assistance Plan.

1.9. **Eligibility for Assistance – Definition of Homeless**: Households are homeless if they are unsheltered or residing in a temporary housing program, as defined below.

a. Living outside or in a place that is not designed for, ordinarily used as a regular sleeping accommodation for human beings, including a vehicle, park, abandoned building, bus or train station, airport or campground;
b. Fleeing or attempting to flee violence, dating violence, sexual assault, stalking, human trafficking, or other dangerous or life-threatening conditions that relate to violence against the household's members(s), including children, that have either taken place within the household's primary nighttime residence or has made the household member(s) afraid to return to their primary nighttime residence;
c. Residing in a temporary housing program including shelters, transitional or interim housing, and hotels and motels paid for by charitable organization or government programs;
d. Exiting a system of care of institution where they resided for 90 days or less AND who resided in an emergency shelter or place not meant for human habitation immediately before entering that system of care or institution;
e. Residing in a trailer or recreational vehicle that is parked illegally or in a location that is not intended for long-term stays (i.e., parking lots).
f. At imminent Risk of Homelessness: Households are at imminent risk of homelessness if they will lose their primary nighttime residence (including systems of care or institutions) within 14 days of the date of application for assistance, AND no subsequent residence has been identified, AND the household lacks the resources or support networks needed to obtain other permanent housing.

1.10. **Eligibility Verification and Documentation** means all agencies that receive funds provided under this Agreement are required to maintain adequate documentation of clients' homelessness status to determine the eligibility of persons being served. The documentation is obtained from the participant or a third party at the time of the referral, entry, or intake. A self-declaration can be obtained if no third-party documentation is easily available. A copy of the documentation shall be maintained in the client file and shall be provided to County upon request.

a. **Short-term Shelter and/or Services Provided to Persons Living on the Street.** In this case, it is sufficient for the service provider to confirm and document that the persons served indeed reside on the street or are otherwise homeless.

b. **Long-term Emergency Shelter/Transitional Housing Provided to Persons Living on the Street or in Short-term Emergency Shelter.** Information shall be obtained verifying the client is living on the street or in a short-term emergency shelter. This information may include the names of organizations or outreach workers who have assisted the person in the past, whether the client receives any general assistance checks, and where the checks are delivered.

If a person is coming from transitional housing for homeless persons, the Contractor shall obtain written verification from the transitional housing facility, as well as written verification that the person was homeless prior to living in the transitional housing facility (see above for required documentation).

For persons from a short-term stay (up to 30 consecutive days) in an institution, who previously resided on the street or in an emergency shelter, the Contractor shall obtain written verification from the institution's staff that the participant has been residing in the institution for less than thirty-one (31) days and information on the previous living situation.

If a person is being discharged from a longer stay in an institution, the Contractor shall obtain evidence from the institution's staff that the client was being discharged within the week before receiving homeless assistance. The Contractor shall also obtain information on the income of the person, what efforts were made to obtain housing, and why, without the homeless assistance, the person would be living on the street or in an emergency shelter.

For persons fleeing violence, Contractor shall obtain written verification from the participant that he or she is fleeing a violent situation. If the person is unable to provide verification, the service provider may prepare a written statement about the person's previous living situation for him or her to sign and date.

1.11. **Family or Families** means individuals, of any age, living together in the same household and related by blood, marriage, adoption, or as a result of sharing legal custody of a minor child.

1.12. **HIPAA** means the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USCA 1320d-d8, and regulations enacted pursuant to its provisions, successor law, and/or regulation.

1.13. **Homeless Housing Plan** means the Benton and Franklin Counties' Five-Year Homeless Housing Plan.

1.14. **Household** means a person or people, related or not, who occupy a housing unit or would occupy a housing unit if one were available.

1.15. **Housing Resource Center (HRC)** is a system that facilitates efficient connections to individuals with the best and most appropriate resources to prevent and decrease homelessness. The HRC uses a uniform intake and basic assessment tool that includes: collection of required HMIS data; evaluation of client housing and service needs; maintenance of current housing inventory and space availability; maintenance of a comprehensive waitlist, as needed; and eligibility screening for all partner agency housing and services.

1.16. **HUD** means the United States Department of Housing and Urban Development.

1.17. **Income Eligibility** means Only Benton County Residents, who are homeless or at risk (as that term is defined herein) and whose household qualifies as extremely low-income with an income at or below thirty (30) percent of the average area median incomes as established by HUD annually, or with an income at or below fifty (50) percent of the average area median incomes for families with children, are eligible to receive services under this Agreement.

1.18. **Long-term private or public housing** means subsidized and unsubsidized rental or owner-occupied housing in which there is no established time limit for habitation of less than two years.

1.19. **Monitoring** means a contractual review to determine compliance with the terms and conditions of this Agreement.

1.20. **Partner Agency Committee (PAC)** consists of all the HRC Partner Agencies. The PAC will meet on a quarterly basis to provide feedback on the program, resolve issues and conflicts, and suggest improvements for the program.

1.21. **Personal Information** is information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social

security numbers, driver's license numbers, other identifying numbers, and any financial identifiers.

1.22. **RCW** means the Revised Code of Washington. All references in this Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at http://app.leg.wa.gov/rcw/.

1.23. **Shall** means compliance is mandatory.

1.24. **Single Audit** means an audit that encompasses the entirety of the financial operations of the Contractor, and which meets the requirements prescribed by Federal Office of Management and Budget (OMB) guidelines. The OMB may be accessed at http://www.whitehouse.gov/omb/.

1.25. **Subcontractor** means any person, partnership, corporation, association, or organization, not in the employment of the Contractor, who has a subcontract agreement directly with the Contractor or a subsequent tier subcontract agreement with an intermediate subcontractor.

1.26. **Transitional housing** means a project that facilitates the movement of homeless individuals and families to permanent housing within a reasonable amount of time (usually 24 months). Transitional housing includes housing primarily designed to serve deinstitutionalized homeless individuals and other homeless individuals with mental or physical disabilities and homeless families with children.

1.27. **USCA** means the United States Code Annotated. All references in this Agreement to USCA chapters or sections shall include any successor, amended, or replacement regulation.

1.28. **Use as it relates to HIPAA or HMIS compliance** means, with respect to individually identifiable health or personal information, the sharing, employment, application, utilization, examination, or analysis of such information by an entity that maintains such information.

1.29. **Vulnerable Adult** means a person:

- Who is sixty (60) years of age or older and has the functional, mental, or physical inability to care for himself or herself or has been found to be incapacitated under Chapter 11.88 RCW; or
- Who has a developmental disability, as defined under RCW 71A.10.020; or
- Who has been admitted to a licensed facility, including boarding homes, nursing homes, adult family homes, residential habilitation centers, or any other facility licensed by the Washington State Department of Social and Health Services; or
- Who is receiving services from home health, hospice, or home care agencies licensed or required to be licensed under Chapter 70.127 RCW; or
- Who is receiving services from an individual provider, as defined under RCW 74.34.020.

1.30. **WAC** means the Washington Administrative Code. All references in this Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at http://app.leg.wa.gov/wac/.

1.31. **Washington homeless census** means an annual statewide census conducted as a collaborative effort by towns, cities, counties, community-based organizations, and state agencies, with the technical support and coordination of the Dept. of Commerce, to count and collect data on all homeless individuals in Washington.

1.32. **Washington State Homeless Management Information System (HMIS)** means a database of information about homeless individuals in the state used to coordinate resources to assist homeless clients to obtain and retain housing and reach greater levels of self-sufficiency or economic independence when appropriate, depending upon their

individual situations. The Dept. of Commerce is responsible for operating the statewide HMIS for counties that do not operate their own compliant system.

STATEMENT OF WORK

2. STATEMENT OF WORK

2.1. **Benton County Homeless Housing and Assistance Program – Description:** In consideration for the funding awarded in this Agreement, the Contractor agrees to assist the County with meeting the goals of the Five-Year Homeless Housing Plan for Benton and Franklin Counties to reduce homelessness as set forth below. The Contractor's activities are limited to those eligible activities identified in RCW 43.185C.050(2) and will be funded by the revenue source provided to the County pursuant to RCW 36.22.179(1). This Program shall serve the County's homeless residents, or those at risk thereof, who reside in Benton County who are found to have met the program's eligibility and documentation requirements. The Veterans Emergency Short Term Rental Assistance (VESTRA) program shall serve Veterans and their families in Benton County.

2.2. **Rapid Rehousing/Homeless Prevention Direct Service Vouchers:** In accordance with RCW 43.185C.050, the Contractor shall provide direct financial assistance in the forms listed below to eligible Benton County residents. Upon incurrence of such costs, the Contractor may request reimbursement from the County by submitting the information required for the amount of such financial assistance provided during the term of this Agreement. The total amount of direct financial assistance provided cannot exceed the amount equivalent to one hundred eighty (180) days of Fair Market Rent per household served. The financial assistance that Contractor may provide eligible persons through Direct Service Vouchers are:

- Up to one hundred eighty (180) days total of rent subsidies based on the Fair Market Rent per household served on a graduated subsidy model to provide temporary rental assistance in order to obtain shelter for program participants. Rental vouchers payable to landlords for persons who are homeless and meet the income eligibility requirements. Any assistance over 180 needs to be approved by the county in writing.
- Rental in arrears up to 3 months to keep household from becoming evicted.
- Rental application vouchers to assist clients in obtaining permanent housing.
- Security deposits for program participants each for an amount up to the equivalent of two months' rent.
- Utility deposit in order for clients to move into a new unit.

2.3 **Eligible Supportive Services Expenses:** In accordance with RCW 43.185C.050 and as identified within the Five-Year Homeless Housing Plan for Benton County, the Contractor shall provide a reasonable level of direct supportive services to the Counties' eligible direct services recipients. The Contractor may request reimbursement from the County by submitting the information required for the amount of such supportive services provided during the term of this Agreement. Supportive Services shall be reported for billing in an incremental standard of fifteen (15) minutes. Documentation of each supportive service encounter must be sufficient in content to support the reported length of service.

The Contractor may provide eligible persons the following supportive services:

- Personnel performing case management directly related to assisting clients with obtaining and/or maintaining housing which shall consist of intake, eligibility screening, and need assessments to eligible program participants.
- Personnel assisting clients with obtaining other services (food, childcare, counseling, etc.).

- Brief follow-up client contact to assess the need for additional services and/or the effectiveness of previous program efforts and documentation of program outcomes

3. **DUPLICATION OF SERVICES:** None of the work done pursuant to this Agreement may duplicate, in form or function, any work or services already being done or provided by the Contractor pursuant to any other contract or agreement Contractor has in place with any governmental or quasi-governmental local, state, nation, or international entity.

PERFORMANCE GOALS AND OUTCOMES

4. **PERFORMANCE GOALS:** The performance goals for the Benton County Homeless Housing and Assistance funds are:
   - to provide supportive services to eligible Benton County clients;
   - to support County efforts in meeting the goals of the Benton and Franklin Counties Five-Year Homeless Housing Plan; and
   - to decrease homelessness in Benton County.

5. **OUTCOME EVALUATION:** Program outcomes will be monitored and tracked against the HMIS database reports with the monthly billing.

REPORTING AND DELIVERABLES

6. **THE WASHINGTON STATE HMIS:** The Contractor shall provide client information on an ongoing basis, and with each monthly bill submitted on or before the 10th of each month, provide a HMIS print-out of clients served. The Contractor will participate in the HMIS Collaborative and the Data Sharing Agreement and allow the County access to client level data. The Contractor will enter all client information into the HMIS on an ongoing basis. The Contractor will exit client information from the HMIS on a timely basis.

7. **MONTHLY REPORTING:** The Contractor shall provide the following written reports, in a format prescribed or approved by the County, to the County on or before the 10th of the month following each month of service delivery:

   7.1. **Supportive Service Report**:
   - HMIS documentation submitted with monthly billing

SPECIFIC TERMS AND CONDITIONS

8. **ACCESS TO CHILDREN, DISABLED PERSONS, AND VULNERABLE ADULTS:** The Contractor shall prohibit any staff or volunteers with a criminal conviction set forth in RCW 43.43.830 from having access to children, developmentally disabled persons, or vulnerable adults in the course of providing the services under this Agreement. The Contractor must conduct a background check for all applicants for staff or volunteer positions who have unsupervised access to children, developmentally disabled persons, or vulnerable adults. The Contractor shall immediately report to the County any allegations/arrests identified in the background checks. If it becomes known to the Contractor, or the Contractor has reason to believe that an applicant has or may have a disqualifying conviction or finding as described in RCW 43.43.842, subsequent to the completion date of their most recent criminal background inquiry, the Contractor shall immediately report that finding to the County and immediately remove and thereafter restrict the employee or volunteer from providing services to children, developmentally disabled persons, or vulnerable adults unless otherwise granted written permission by the County's Authorized Representative.

9. **CLIENT ELIGIBILITY REQUIREMENTS**

a. **Client Eligibility**: Only Benton County residents who meet the income eligibility criteria and definitions of homelessness criteria shall be eligible for client services under this Agreement, unless otherwise approved in writing by the County.

b. **Eligibility Verification and Documentation**: County residency, homelessness status verification, and income eligibility status must be verified by the Contractor for program participants prior to billing for services. Income and homelessness status verification should be verified by a third party or self-declared. Self-declarations must be completed, signed and dated by agency staff. Self-declarations should be used only when written third-party verification cannot be obtained. A copy of each participant's verification documentation shall be kept in the participant's file.

10. **CLIENT FILES:** All client files shall include:

- Client intake/evaluation, including the initial housing stability plan. The plan shall include goals and objectives as to how the goals will be met. All plans shall contain a timeline in which the goals are expected to be met and indicate whether they have been achieved;
- Written progress notes that describe services provided and the staff's involvement in assisting the client in meeting the goals of their plan. Notes shall be entered for each client and include the purpose of the service, dates, duration of service, and the staff's name. Notes shall be legible;
- Correspondence related to each client;
- Verification and documentation of each client's eligibility for residency, homelessness status, and income;
- Proof of payments made on client's behalf;
- HMIS consent form;
- Verification and documentation that each client's rights, including what services and benefits may be expected from the program and the client, have been explained to the client;
- Verification and documentation that the agency's grievance policy/procedure has been explained to the client; and
- For rental assistance, verification and documentation of a lease agreement.

11. **CLIENT RIGHTS**

11.1. Grievance Policy: The Contractor shall implement and follow a grievance policy for clients that:

- is approved by the County;
- is explained to participants and, if necessary, to a family member, legal representative, or advocate;
- provides a mediation process using someone who is unaffected by the outcome if conflicts remain unresolved; and
- produces an outcome that shall be documented in the client file.

11.2. Client Rights: The Contractor shall inform clients of their rights, what services and benefits may be expected from the program, and the program's expectations of them. If necessary, the participant's family, legal representative or advocate is also informed.

11.3. Individual Rights: The Contractor shall implement and follow policies and procedures that protect individual rights regarding participant abuse, rights to privacy, and respectful staff-to-participant interactions.

12. **INTERAGENCY COOPERATION:** Contractor agrees to participate with other agencies, as requested by the County, in the provision of services under this Agreement.

13. **ORGANIZATIONAL DESIGN**: The Contractor shall document:

- a written Performance Plan that describes the plan's mission, program objectives, expected outcomes, and how and when objectives will be accomplished, and that the plan is evaluated at least biennially and revised based on actual performance;
- how staff training, experience, and expertise relate to the needs of participants and the program's mission;
- that it is able to account for and manage public funds;
- an administrative/organizational structure that clearly defines responsibilities; and
- that it involves participants in policy development and the impact this has had on the program.

14. OTHER REQUIREMENTS:

14.1. Services and Activities to Minorities and Diverse Populations: All services and activities provided by the Contractor under this Agreement shall be designed and delivered in a manner sensitive to the needs of all minorities. The Contractor shall work toward improving access, retention, and cultural relevance of treatment, prevention or other appropriate services for minorities and other diverse populations in need of treatment, and work toward strengthening working relationships with other agencies serving these populations.

14.2. Participation in the Housing Resource Center: The Contractor shall participate with Benton County Department of Human Services in the Housing Resource Center. Accordingly, Contractor shall enter into a Partner Participation Agreement with the Department of Human Services as set forth by the Partner Participation Agreement (Exhibit B, attached hereto and incorporated herein by reference) and shall designate an individual in its organization to be part of the Benton County Department Human Services Partner Agency Committee (PAC). Contractor shall follow the Housing Resource Center Guidelines set forth by Exhibit C, which is attached hereto and incorporated herein by reference.

15. Subcontractor Monitoring and Risk assessment: The Contractor will comply with the annual on-site monitoring and risk assessment. The County reserves the right to monitor and review files at any time besides the annual review when deemed necessary.

GENERAL TERMS AND CONDITIONS

16. AMENDMENT: This Agreement, or any term or condition, may be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.

17. ASSIGNMENT/DELEGATION/SUBCONTRACTING: The Contractor shall not assign, delegate, or subcontract any portion of the contracted services, except as specifically provided by this Agreement, without obtaining prior written approval from the County's Authorized Representative. Assignment, delegation, or subcontracting without prior written approval by the County shall constitute a substantial breach of this Agreement.

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 Agreement.

18. AUDIT REQUIREMENT: The Contractor shall have an independent review or independent audit performed at least once every biennium based upon the fiscal year of the Contractor. Each audit shall cover the entire operation of the Contractor. The independent review or audit shall reasonably assure the County that the Contractor is financially stable, and that the Contractor has established and maintains an adequate system of internal control to ensure the efficient, proper processing of, and use of, contract funds. The Contractor shall provide a copy of the independent review report or independent audit to the County within 180 days following the end of the independent review/audit

period. For purposes of this section, if so agreed by the parties, an annual on-site monitoring visit by the County may constitute an independent review.

a. **Correction Actions:** The Contractor shall take whatever corrective action is required by the County to mitigate risk or resolve outstanding audit findings within time periods established by the County.

b. **Single Audit:** If the Contractor is subject to OMB Circular A-133, the Contractor shall comply with applicable OMB circular A-133 audit requirements and perform any corrective actions identified in the audit findings per A-133 requirements.

19. **COMPLIANCE WITH APPLICABLE LAW:** At all times during the term of this Agreement, the Contractor shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, non-discrimination laws and regulations.

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

20. **COMPLIANCE WITH HIPAA:** If the Contractor requests or requires Protected Health Care Information for consideration of eligibility, or any other reason, it will at all times during the term of this Agreement, implement policies and procedures to safeguard and maintain any forms of protected health information in accordance with the requirements of state and federal law, and particularly the provisions of the Health Insurance Portability and Accountability Act. The Contractor shall not request or require program applicants to sign uncompleted forms requesting healthcare information (blank releases of information).

21. **COMPLIANCE WITH DEPT. OF COMMERCE HMIS STANDARDS:** At all times during the term of this Agreement, the Contractor shall implement policies and procedures to safeguard and maintain protected personal information in accordance with the requirements of state and federal law, and particularly the provisions of the Dept. of Commerce requirements for the HMIS utilized by the County.

Confidentiality for Victims of Domestic Violence or Other Revealing Information Regarding HIV/AIDS status: In fulfilling HMIS duties for this Agreement, the Contractor shall uphold the disclosure and storage parameters of personal information as found in RCW 70.24.105 and RCW 70.123.076.

22. **CONFIDENTIALITY:** The parties to this Agreement shall use Personal Information and other information gained only for the purposes of this Agreement. The Contractor shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information, without prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other information gained by reason of the Agreement and shall return or certify the destruction of such information if requested in writing by the party to the Agreement that provided the information.

The Contractor understands that as a public entity, the County is subject to the Public Records Act (RCW 42.56.020) which mandates the release of most public records held for any purpose. The Contractor understands that any written record (including electronically stored records) which it submits to the County including, but not limited to, descriptions of work, client files, billings and correspondence, may be subject to the Public Records Act and if requested by a member of the public, will be disclosed by the County if mandated by the Public Records Act. Provided, however, that the County will not disclose any records that are protected by a statutory scheme (e.g., the Health Information Portability and Accountability Act) or case law. Accordingly, Contractor agrees that to the extent it feels that any of the written records it submits to the County are confidential, proprietary, or otherwise protected from disclosure under the Public Records Act, it will prominently designate the record(s) as such on their face. To the extent that the County receives a Public

Records Act request for any written records which have been designated as confidential or proprietary, it will take all reasonable steps to contact Contractor as soon as possible and advise of the request so that Contractor can request a court order protecting the record(s). Contractor also hereby waives any and all rights to recover damages against the County for any records released pursuant to the Public Records Act.

23. **DEBARMENT CERTIFICATION:** The Contractor, by signature to this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal department or agency. The Contractor shall not employ any person or contract with any person or agency excluded from participation in federal health care programs or debarred or suspended per this Agreement.

24. **ENTIRE AGREEMENT:** This Agreement, including all documents attached to or incorporated by reference, contains all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties.

25. **GOVERNING LAW AND VENUE:** This Agreement has been and shall be construed as having been made and delivered within the State of Washington and this Agreement shall be governed by the laws of the state of Washington both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in the courts of competent jurisdictions in Benton County, Washington.

26. **HEADINGS AND CAPTIONS:** The headings and captions used in this Agreement are for reference and convenience only, and in no way define, limit, or decide the scope or intent of any provisions or sections of this Agreement.

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

    In 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 benefits 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. By executing this Agreement, 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 Agreement the Contractor makes with any subcontractor or agent performing work hereunder. Contractor's obligations under this Section 13 shall survive termination and expiration of this Agreement.

    The Contractor's obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from actions, 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.

28. **INDEPENDENT STATUS:** For purposes of this Agreement, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of the County or the State of Washington. Neither the Contractor, nor any of the Contractor's employees may hold themselves out as or claim status as an

officer, employee, or agent of the Benton County Department of Human Services, the State of Washington, or the County. Neither the Contractor, nor any of the Contractor's employees may claim for themselves any rights, privileges, or benefits that would accrue to an employee of the State of Washington or the County. The Contractor shall indemnify and hold harmless Benton County and the Benton and County Department of Human Services for all obligations to pay or withhold federal or state taxes or contributions or any other payroll deductions on behalf of the Contractor or the Contractor's employees.

29. **INSURANCE.** Prior to commencement of services under this Agreement, Contractor shall submit to the County certificates of insurance or certified copies of insurance policies and endorsements, if requested by the County, for the coverage required below and shall maintain the same type and amount of coverage as is currently in effect for the life of this Agreement. Each insurance certificate shall provide that coverage will not be canceled or reduced below the contractual amounts stated herein without forty-five (45) days prior to notice to the County. Contractor shall maintain at Contractor's sole expense unless otherwise stipulated, the following insurance coverages, insuring the County and its elected and appointed officials, employees, and agents as required herein.

    The Contractor shall not commence work under this Agreement until the Contractor has obtained all insurance required under this paragraph and such insurance has been approved by the County.

    All insurance policies shall be issued by companies authorized to do business under the laws of the state of Washington unless an exception is given in writing by the County's Authorized Representative. All insurance to be maintained by the Contractor, other than Professional Liability and Workers' Compensation, shall specifically include the County as an "Additional Insured" and shall not be reduced or canceled without forty-five (45) days prior written notice to the County. The Contractor's insurance coverage shall be primary insurance with respect to the County and its elected and appointed officials, employees, and agents. Any insurance or self -insurance maintained by the County or its elected and appointed officials, employees, or agents shall be excess of the Contractor's insurance and shall not contribute to it.

    Liability coverage, except Professional Liability, shall be written on an Occurrence policy form. If coverage is Claims Made form, the Retroactive Date shall be prior to or coincident with the date of this Agreement, and the policy shall state that coverage is Claims Made, and state the Retroactive Date. Should Claims Made be the only option, a minimum of three (3) year tail coverage shall be maintained after the expiration of the Agreement.

29. **Commercial General Liability Insurance:** The Contractor shall maintain, during the life of this Agreement, Commercial General Liability Insurance (Policy Form CG0001, or equivalent) to protect the County from claims for damages for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this Agreement, whether such operations are by the Contractor or by anyone directly employed by or contracting with the Contractor.

    Specific limits required:

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

30. **Commercial General Liability Insurance Policy:** The Contractor shall maintain an endorsement naming the County as Additional Insured (Policy Form CG2010) and an endorsement that specifically states the Commercial General Liability Insurance shall be primary, and not contributory, with any other insurance maintained by the County.

    The policy shall be endorsed to include stop gap employer's liability 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

31. **Automobile Liability Insurance:** The Contractor shall maintain, during the life of this Agreement, Commercial Auto Liability Insurance (Policy Form CA0001, or equivalent) in the amount of $1,000,000 Bodily Injury and Property Damage per combined single limit to protect the Contractor from claims which may arise from the performance of this Agreement, whether such operations are by the Contractor or by anyone directly or indirectly employed by the Contractor. Covered autos shall be designated as "Symbol 1" any auto if commercial auto liability is applicable.

32. **Workers' Compensation Insurance:** The Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. The Contractor shall submit a copy of its certificate of coverage from the Washington State Department of Labor and Industries prior to the commencement of work.

33. **Industrial Insurance Waiver:** With respect to the performance of this Agreement and as to claims against the County and its officers, agents, and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend, and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor against the County. However, Contractor's waiver of immunity by the provisions of this section extend only to claims against Contractor by the County and does not include or extend to claims by Contractor's employees directly against Contractor. This waiver is mutually negotiated by the parties to this Agreement.

34. **Professional Liability Insurance:** Prior to the start of work, the Contractor will secure and maintain at its own expense Professional Liability Insurance in an amount of not less than $1,000,000 per claim and in the aggregate. If coverage is Claims Made, the retroactive date shall be prior to or coincident with the date of this Agreement. The policy shall state that coverage is claims made and state the retroactive date. Claims Made form coverage shall be maintained by the Contractor for a minimum of three (3) years following the termination of this Contract, and the Contractor shall annually provide the County with proof of renewal.

35. **NOTICES:** Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the address and Authorized Representative set out on the face page of this Agreement. Notice may also be given by facsimile or e-mail to the Authorized Representative with the original 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 facsimile or e-mail, service shall be effective at the beginning of the next working day.

36. **ORDER OF PRECEDENCE:** In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved the giving precedence in the following order:

    a. Applicable federal, state, and local law, regulations, rules, and ordinances.
    b. This Agreement, including all documents attached to or incorporated by reference.

37. **OWNERSHIP OF MATERIAL:** Material created by the Contractor and paid for by the County as part of this Agreement, including all copyright and other intellectual property rights associated with such material, shall be owned by the County and shall be "works for hire" as defined by Title 17 USCA, Section 101. This material includes but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Any materials produced as a result of the County's funding shall display the County's name appropriately. Material which the Contractor uses to perform this Agreement, but which is not created for or paid for by the County, is owned by the Contractor, however, the County shall have a perpetual license to use this material for the County's internal purposes at no charge to the County.

38. **PROHIBITION OF POLITICAL ACTIVITIES:** No funds, material, property, or contracted services provided under the terms of this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

39. **RECORDS MAINTENANCE AND INSPECTION:** For six (6) years, unless otherwise stated herein, following the termination of this Agreement, the Contractor shall maintain records in their original form that are sufficient to:

- Document the performance of all acts required by law, regulation, or this Agreement;
- Substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance;
- Demonstrate accounting procedures and practices which sufficiently and properly document the Contractor's billings to the County and all expenditures made by the Contractor to perform as required by this Agreement;
- Ascertain those personnel policies, procedures, and practices are in compliance with this Agreement; and
- Ascertain that all taxes and insurance required by state and federal law and this Agreement were paid by the Contractor.

39.1. Right of Inspection: The Contractor shall give access to its facilities and records to the County and its officers, employees, and agents, and to any other authorized officer, employee, or agent of the State of Washington or the United States at all reasonable times. Authorized persons shall have the right to examine the Contractor's performance and financial records and to perform other activities to determine the Contractor's compliance with the terms of this Agreement. The County may give the Contractor reasonable notice of monitoring, auditing, observation, and other visits by its officers and employees to the Contractor's place(s) of business; however, the Contractor may also be subject to unannounced site inspections, as necessary. The Contractor's failure to provide access to offices or records upon reasonable notice, as required by this section, shall constitute a substantial breach of this Agreement.

39.2. Notice of Inspections: The Contractor shall verbally notify the County immediately of any inspections, audits, accreditation, or program reviews of services by any individual, agency, or governmental unit. The Contractor shall promptly provide the County with copies of any written reports of such inspections, audits, accreditation, or program reviews upon request.

39.3. 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 Article 20 of this Agreement may be of evidentiary value; the County will 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 are in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out above in Article 20.

39.4. Audit Clarification: In the event that the County desires clarification in any way related to an audit or inspection of Contractor's books, records, or office, to determine whether Contractor is acting in compliance with this Agreement or federal, state, or local law, the County may request, in writing, that Contractor provide further clarification on any issue, or that Contractor provide certain books or records meeting certain criteria. If Contractor receives such a notice, Contractor shall cooperate in providing the requested information, books, or records, by the date and time noted in the request. Failure to respond, evasive responses, or incomplete responses shall constitute a substantial breach of this Agreement. The Contractor shall respond within (5) business days, excluding weekends and holidays.

40. **REDUCTION/SUSPENSION OF SERVICES:** The Contractor shall provide the County with prompt notification of any discontinuance or suspension of or significant reduction in any category of services provided by this Agreement or any change in location of the provision of such services. Said changes shall only be made in accordance with the provisions of this Agreement.

41. **RELATIONSHIP OF THE PARTIES:** The Benton County Department of Human Services shall be the representative of the County with full authority for administering and overseeing the performance of this Agreement. Whenever, in this Agreement, provision is made for the Contractor to contact or give notice to the County or provide it with documents, reports, voucher claims, or any other information, or for the County to give notice to the Contractor to review, inspect, observe, or audit this Contractor's contracted services, facilities, programs, or records, the term "County" shall mean the Department of Human Services.

    The Contractor agrees to immediately remove any of its employees or agents from their assignment to perform services under this Agreement upon receipt of a written request to do so from the County's Authorized Representative, or his designee.

42. **SEVERABILITY:** The provisions of this Agreement are severable. If any court holds any provision of this Agreement, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions of this Agreement.

43. **SURVIVABILITY:** The terms and conditions contained in this Agreement, which by their sense and context, are intended to survive the expiration of this Agreement shall so survive. Surviving terms include but are not limited to: Confidentiality; Indemnification and Hold Harmless; Inspection; Maintenance of Records; Ownership of Material; Termination for Default; Termination Procedure; and Treatment of Property.

44. **TERMINATION DUE TO CHANGE IN FUNDING:** If the funds upon which the County relied to establish this Agreement are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the County may immediately terminate this Agreement by providing written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

45. **TERMINATION FOR CONVENIENCE:** Either party may terminate this Agreement in whole or in part, for any reason, by giving at least thirty (30) calendar day's written notice. In the event of termination, each party shall be responsible only for performance rendered in accordance with the terms of this Agreement prior to the effective date of termination. The Contractor shall assist in the orderly transfer/transition of the clients served under this Agreement.

46. **TERMINATION FOR DEFAULT:** The County may terminate this Agreement for default, in whole or in part, by written notice to the Contractor, if the County has a reasonable basis to believe that the Contractor has:
    - **a.** Failed to meet or maintain any requirement for contracting with the County;
    - **b.** Failed to perform under any provision of this Agreement;
    - **c.** Failed to ensure the health or safety of any client for whom services are being provided under this Agreement;
    - **d.** Violated any law, regulation, rule, or ordinance applicable to the services provided under this Agreement; and/or
    - **e.** Otherwise breached any provision or condition of this Agreement.

    Before the County may terminate this Agreement for default, the County shall provide the Contractor with a ten (10) day written notice of the Contractor's noncompliance and provide the Contractor a reasonable opportunity to correct the Contractor's noncompliance. If the Contractor does not correct the Contractor's noncompliance within the ten (10) day period of time specified in the written notice of noncompliance, the County may then immediately terminate the Agreement. However, the County may terminate the Agreement for default without such written notice and without opportunity for correction if the County reasonably believes that a client's health or safety may be jeopardy, or if the Contractor has violated, or is alleged to have violated, as determined by the County, any law, regulation, rule, or ordinance applicable to the services provided under this Agreement.

47. **DISPUTES:** Disputes between the Contractor and the County, arising under and by virtue of this Agreement, 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 Authorized Representative or designee. All rulings, orders, instructions, and decisions of the County's Authorized Representative shall be final and conclusive, subject to Contractor's right to seek judicial relief.

48. **PROCEDURE UPON TERMINATION OR EXPIRATION OF AGREEMENT:** The following provisions apply in the event this Agreement is terminated or expires:

41.1. Cease Performance: The Contractor shall cease to perform any services required by the Agreement as of the effective date of termination or expiration and shall comply with all reasonable instructions contained in the notice of termination or expiration which are related to the transfer of clients, distribution of property, and termination or expiration of services.

41.2. Delivery of Assets: The Contractor shall immediately deliver to the County's Authorized Representative (or to his or her successor) listed on the first page of this Agreement, all of the County's property in the Contractor's possession, including any materials created under the Agreement. If the Contractor fails to return the County's property within ten (10) working days of the effective date of termination or expiration of this Agreement, the Contractor shall be charged with all reasonable costs of recovery, including transportation. The Contractor shall protect and preserve any property of the County that is in the Contractor's possession pending its return to the County. Nothing in this paragraph shall limit the County's rights or remedies pursuant to this Agreement or law.

41.3. Payment of Services: The County shall be liable for and shall pay for only those services authorized and provided through the date of termination or expiration. The County may pay an amount mutually agreed upon by the parties for partially completed work and services, if usable by the County.

41.4. Final Payment: If the County terminates this Agreement for default on the part of the Contractor, the County may withhold some or all of the final payment to the Contractor that the County determines necessary to protect the County from loss or additional liability. In addition to these remedies, the County shall be entitled to remedies available at law, in equity, or under this Agreement. If it is later determined that the Contractor was not in default, the Contractor shall be entitled to all remedies available at law, in equity, or under this Agreement.

41.5. Transition: In the event that this Agreement is terminated or expires, Contractor shall assist in the orderly transition of clients and records to a new provider or to the County, at the County's direction. This includes, at a minimum, transferring client files to new providers at the request of the provider, the client, or County, advising clients of how to contact new provider(s), and not taking any action that would interfere with a client's choice of new provider or relationship with access to a new provider.

49. **TREATMENT OF CLIENT PROPERTY:** Unless otherwise provided in this Agreement, the Contractor shall ensure that any adult client receiving services from the Contractor under this Agreement has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under the age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or, expiration of completion of this Agreement, the Contractor shall immediately release to the client and/or the client's guardian or custodian all of the client's personal property.

50. **TREATMENT OF PROPERTY:** Title to all property purchased or furnished by the County for use by the Contractor during the term of this Agreement shall remain titled to the County. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by the County under the Agreement shall pass to and vest in the County. The Contractor shall protect,

maintain, and ensure all County's property in its possession against loss or damage and shall return the County's property to the County within ten (10) working days of Agreement termination or expiration.

51. WAIVER: Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed as a modification of the terms and conditions of this Agreement unless amended as set forth in the Amendment provisions of this Agreement. Only the County, or its designee, have the authority to waive any term or condition of this Agreement on behalf of the County and such waivers shall only be effective if they are in writing and signed by the County's Authorized Representative, or designee. The failure of the County to insist upon the strict performance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

CONSIDERATION AND PAYMENT PROVISIONS

52. CONSIDERATION: The County shall reimburse the Contractor for reasonable costs associated with the performance of the activities described in the Statement of Work provisions of this Agreement and in accordance with Exhibit A, which is attached hereto and incorporated herein by reference. The maximum consideration for services provided shall be as follows:

52.1. Supporting documentation is required to be submitted with County invoice for all reimbursement requests. (Ledgers, receipts, HMIS reports, etc.)

52.2. RAPID REHOUSING/EVICTION PREVENTION

a. **Direct Service Vouchers – Rapid Rehousing/Eviction Prevention** are eligible for reimbursement for direct expenses provided during each month between January 1, 2023 and December 31, 2024 and shall not exceed a total of $72,000.00 during the term of this Agreement.

b. **Life Skills Classes** are eligible for reimbursement for direct expenses provided during each month between January 1, 2023 and December 31, 2024 and shall not exceed a total of $3,360.00 during the term of this Agreement.

c. **Program Supportive Services** eligible for reimbursement may be billed at no more than $2,318.75 per month between January 1, 2023 and December 31, 2024 and shall not exceed a total of $55,650.00 during the term of this Agreement.

d. **Administrative Costs** eligible for reimbursement may be billed at five percent (5%) of the total amount of Direct Service Vouchers and Program Supportive Services expenses in each month between January 1, 2023 and December 31, 2024 and shall not exceed a total of $6,550.00 during the term of this Agreement.

53. BILLING PROCEDURES: The Contractor shall submit written claims for payments earned on the appropriate forms provided by the County. All claims must be accompanied by the appropriate HMIS report and supporting documentation. All claims must be submitted by the 10th day of each month for services provided the prior month. The County will pay the Contractor with County warrants or request further verification documentation within thirty (30) days following receipt of timely claims for payment. Claims submitted after the 10th of the month may not be eligible for reimbursement. The final billing for services against this Agreement shall occur no more than sixty (10) days after the end date of this Agreement.

54. PAYMENT PROVISIONS

54.1. Right to Withhold Payment: The County expressly reserves the right to withhold payment in whole or in part when:

- the Contractor fails to submit documentation required by this Agreement sufficient to substantiate claims for payments;
- the Contractor fails to maintain its reporting obligations under this Agreement;
- claims for payments are inconsistent with the terms and conditions of this Agreement; or
- the Contractor breaches this Agreement or violates any city, county, state, or federal rule, regulation, or law.

54.2. Overpayments/Duplicate Payments: The Contractor ensures that services billed against this Agreement have not been paid by any other source. In the event the Contractor receives payment from another source, subsequent to receiving payment from the County, the Contractor shall promptly reimburse the County in the amount of the duplicate payment.

54.3. Reductions in Funding: The County expressly reserves the right to modify or terminate this Agreement if the funding it receives for contracted services is withdrawn, reduced, or limited. The County may reduce the level of services authorized or eliminate specific categories of services insofar as necessary to reflect any funding reductions or limitations. The County shall notify the Contractor promptly of any reduction or proposed reduction in funding. The Contractor agrees that, upon receipt of such notice, it shall take immediate, appropriate, and reasonable action to reduce its spending in the affected funding area so that the payments earned do not exceed the reduced funding level.

54.4. Recovery of Costs Claimed in Error: If the Contractor claims and the County reimburses for expenditures under this Agreement which the County later finds were (1) claimed in error or (2) not allowable costs under the terms of the Agreement, the County shall recover those costs and the Contractor shall fully cooperate with the recovery.

54.5. Reimbursement for Services: If the County requests in writing services that exceed those services outlined in this Agreement, then reimbursements of costs for such services shall be limited to an hourly rate of $24.00 per hour and shall not exceed the net total costs for the Supportive Services.

55. CERTIFICATION FILES INFORMATION: The Contractor shall provide current certification documentation when requested by the County. Documentation may include, but is not limited to, the Contractor's Board of Directors' roster, bylaws, organizational charts, job descriptions, policies and procedures, and licenses.

Columbia Basin Veterans Coalition
2023-HHAA-CBVC
Benton County
January 1, 2023 - December 31, 2024

Exhibit A

Rental Assistance	Computation	Cost
Rental Assistance	Up to 6 months of rental assistance at FMR Utility Deposits, Security Deposits and App Fees	$72,000.00
Life Skills Classes	Life skill classes for participants.	$3,360.00
Program Support Services	Case management support services $2,318.75 per month x 24 months	$55,650.00
Administration	5% of operations and program support services	$6,550.00
Total		$137,560.00

Exhibit B

BENTON COUNTY WA

Partner Participation Agreement

The overall goal of the Housing Resource Center (HRC) provided by Benton County Department of Human Services (BCDHS) is to partner with community agencies in their efforts to decrease homelessness and reduce the time households spend in homelessness. In order for HRC to be successful and improve the experience of households in crisis seeking assistance, both HRC and participating agencies will commit to common performance expectations, to be carried out to the best of their availability.

As a HRC partner, you can expect the following service commitments from BCDHS HRC:

- Households referred by your agency to HRC will be treated with unconditional regard for their situation and scheduled for a screening within 3 business days of your referral.
- Households will be referred by HRC to the necessary housing and support services in a fair and equitable manner, without regard to the individual's race, national origin, ethnicity or gender.
- All households will be pre-screened based on your agency's specific criteria prior to receiving a referral to your agency. Criminal background checks will not be performed by HRC. HRC will contact your agency directly prior to referral, to ensure that there are no unforeseen reasons to expect the referral will be declined.
- HRC will provide households seeking assistance direct services including; navigator preliminary assessment of program qualifications and barriers, data entry into HMIS, emergency shelter/motel vouchers, homeless prevention and rapid re-housing to qualified households.
- Provide an ongoing committee forum to enable your agency to provide feedback regarding HRC performance, conflicts, as well as continually shape the HRC vision and scope of services provided.

As a HRC partner, your agency makes the following service commitments to the HRC:

- Provide HRC the list of qualification criteria for each of its programs (updated as needed).
- Update HRC weekly with program openings.
- Refer all households requesting homeless housing assistance to HRC.
- Identify a point of contact(s) for HRC to direct any referrals.
- Accept and confirm qualified referrals from HRC and provide explanation for referral refusals within 7 days of the households appointment.
- Update HMIS on a daily basis to show program availability.
- Work with BCDHS HMIS coordinator to resolve and improve data quality.
- Report on community needs, trends and resources that may impact HRC.
- Attend HRC housing provider/PAC meetings on a regular basis.

On behalf of CBVC I, Matt Sammons, am committed to supporting the success of HRC and its mission and will be an active agency partner with Benton County Department of Human Services Housing Resource Center.

Agency Representative and Date

Benton County Department of Human Services Representative

Benton County
Dept. of Human Services
7102 W. Okanogan Pl., Ste. 201
Kennewick, WA 99336
Phone: (509) 783-5284
Fax: (509) 783-5981

Housing Resource Center Guidelines

Foundational Principles

- Belief in housing first concept
- Belief of Progressive Engagement and the idea of doing the least for each household rather than the most
- Belief that people are resourceful and can make it without us
- Belief in the consumer as the lead in the process (strength-based approach)
- A willingness to use a system-perspective
- Functions primarily as a centralized intake/triage approach for housing assessment and referral
- Identify and utilize information and strengths of each agency
- Establish role and utilization of HMIS
- Provide community education
- Be data driven
- Know best practice models and consider the best local adaptation

What HRC Does

- Assess clients for immediacy of need and place into appropriate program and/or service
- Assess clients risks of homelessness
- All clients screened for diversion
- Assess for level of need
- All programs that have unique eligibility requirements will be used to verify eligibility and appropriateness
- Provides services to the clients that meet the minimum points on the vulnerability/prioritization tool.
- Provides additional assessment/case management based on needs with an Intake Specialist.

HRC goals

- Reduce the time homeless
- Quick access to comprehensive information
- Household receives a successful referral

- Household has a clear understanding on the next step
- Decrease duplication of agency work to qualify household
- Decrease duplication of services to the same household
- Provide improved access to services

Pre-screen/Prioritization

The Housing Navigator responds to the household to determine:

- Presenting issues
- Special Populations: DV and Youth
- Housing Status: at risk, homeless or shelter assistance
- Income eligibility
- Provide diversion
- Provide Information
- Prioritization tool will be used. For clients 0-9 score there will be no intervention, and clients will be given other community resources and diversion techniques will be offered. For clients scoring 10 points or more on the tool they will be screened further for appropriate intervention.
- Clients scoring a 9 with extenuating circumstances can be staffed for potential over-ride. The reason for the over-ride will be documented on the tool by the supervisor.

Homeless & At Risk Definitions

Households are homeless if they are unsheltered or residing in a temporary housing program, as defined below.

Unsheltered Homeless:

Living outside or in a place that is not designed for, or ordinarily used as a regular sleeping accommodation for human beings, including a vehicle, park, abandoned building, bus or train station, airport, or campground.

Fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, human trafficking, or other dangerous or life-threatening conditions that relate to violence against the household member(s), including children, that have either taken place within the household's primary nighttime residence or has made the household member(s) afraid to return to their primary nighttime residence.

Sheltered Homeless:

Residing in a temporary housing program including shelters, transitional or interim housing, and hotels and motels paid for by charitable organizations or government programs.

Exiting a system of care or institution where they resided for 90 days or less AND who resided in an emergency shelter or place not meant for human habitation immediately before entering that system of care or institution.

Residing in a trailer or recreational vehicle that is parked illegally or in a location that is not intended for long-term stays (i.e. parking lots).

At Imminent Risk of Homelessness

Households are at imminent risk of homelessness if they will lose their primary nighttime residence (including systems of care or institutions) within 14 days of the date of application for assistance, AND no subsequent residence has been identified, AND the household lacks the resources or support networks needed to obtain other permanent housing.

Screening Process

For households who are determined to be homeless or at risk of homelessness, the intake specialist continues with a full assessment.

Step One Determines:

- Household Information
- Income/Housing Information
- Household Characteristics
- Housing Status
- Use the prioritization tool to see if client/household meets minimum criteria

Step Two Determines:

1. If the client does not meet minimum criteria:
    - Diversion techniques will be utilized
    - A community resource guide will be available to guide the client
2. If the client is at imminent risk:
    - Additional paperwork will be obtained
    - A referral will be made to an eviction prevention program (subject to available funds)
    - Partner agencies will notify the HRC worker within 7 days of the clients appointment to let the HRC staff know the outcome of the referral
    - Data will be entered into HMIS
3. If the client is homeless:
    - Barriers will be determined
    - Level of engagement will be determined
    - Additional paperwork will be obtained

- A referral will be made to a rapid rehousing program (subject to available funds)
- Partner agencies will notify the HRC worker within 7 days of the clients appointment to let the HRC staff know the outcome of the referral
- Data will be entered into HMIS

Applicants are seen on a first come / first served basis. Should there be multiple applicants for a single program opening, clients will then be prioritized for service. For example: (1) Chronically homeless (2) unsheltered literally homeless and then (3) sheltered literally homeless.

Direct Services Provided within HRC

Emergency Motel/Shelter Vouchers

Motel/Shelter vouchers can be issued only as a "last resort" for households that cannot stay at the Union Gospel Mission (UGM) and have no other resources available to them (subject to available funds).

- Motel/Shelter vouchers are limited to one week except under special circumstances
- Motel/Shelter vouchers will be issued to motels that have agreed to do business with Benton and Franklin County.
- Motel/Shelter vouchers will only be issued if the mission is full and/or the client cannot stay there due to mental/physical/medical problems and noted by the case manager. (subject to available funds)
- Priority for motel/shelter vouchers will be given to single fathers with children and families that have a boy over the age of 12 that cannot stay at the mission.

Homeless Prevention

Homeless prevention assistance applies to households facing eviction from their current residence and will be provided based on the Eligibility Criteria and a completed Rating Tool:

- Only households below 30% AMI
- Household must show an eviction notice that will result in their being homeless within 14 days of screening.
- Assistance is limited to the amount to prevent the eviction but cannot exceed 30 days of FMR for the unit size, unless otherwise approved by supervisor.
- Households living with family or friends are not eligible for prevention unless the host family is pending evicted (an eviction notice must be presented) due to overcrowding or the host family is on Section 8 housing and is able to show documentation of enrollment.

Rapid Re-Housing

Rapid re-housing assistance applies to households that are currently unsheltered homeless, fleeing violence, or living in a shelter or motel paid by a charitable or non-profit organization; and in need of first month rent and/or deposit.

- Household will need to show proof of homelessness by submitting a letter from a shelter, receipt from motel (paid for by a charitable or non-profit organization), 3rd party declaration or a self-declaration.
- Households will complete a full intake assessment to determine barriers and service needed.
- Households needing more than one month rent or deposit assistance will be screened and referred to additional programs if found eligible.
- Households will need to obtain housing which is suitable for the household size (based on occupancy guidelines) and budget.
- Households receiving assistance by HRC must have a reasonable sustainable plan to maintain housing on an ongoing basis and show proof of such without further assistance.

Occupancy Standards for Benton and Franklin Counties

Occupancy Standards for Benton and Franklin Counties are listed below. The standard can be evaluated on a case by case situation by the Housing Program Specialist.

Household Size	Unit Size Allowable
1 -2 persons	Studio
1-3 persons	One bedroom
4- 5 persons	Two bedroom
6-7 persons	Three bedroom
8+ persons	Four bedroom/Plus

Community Resources

HRC can provide community resources and referrals including the "Community Resource Guide" which is a comprehensive guide to services in Benton and Franklin Counties.

Referral Process

Clients whom are determined eligible will receive an assessment based on individual need. Referrals to agency partners will be made based on program eligibility. HRC staff monitor openings each day based on direct communication with partner agencies that routinely notify HRC staff of new openings as they become available. The process will include the following:

- Determine which program is most suitable and has a current opening
- Contact the agency to schedule an appointment for the referred household
- Within seven (7) business days after the scheduled appointment, the agency will notify HRC with the HRC Referral Letter outcome whether the client was accepted into the program or why the household was turned away. Programs must provide a qualifying reason to deny a referral.
- Client data and HMIS number will be shared with the referral agency

If an agency sends a client to HRC for prescreening and assessment and would like the client referred back to their program, the agency must submit this request in writing. If their program is the most suitable for the client, HRC will make every effort to honor the request.

Partner Agreements

Agency partner agreements will be required for all agencies receiving funds through Benton County Department of Human Services and any other community agency wanting to participate in the coordinated entry system. Agreements will include the following:

- Partnership agencies must make a good faith effort to serve clients who are referred by HRC
- Partnership agencies will notify HRC within seven (7) business days after the scheduled appointment if the client has been accepted into the program, or if a referral is turned away and provide an explanation
- Partnership agencies will send walk-in or phone inquiries to HRC for a prescreening

HMIS Data Collection and Entry

Accurate and timely HMIS data is essential to the success of the HRC. Each household receiving an assessment will be entered into HMIS using the universal data collection requirements by HRC. If a household is already part of the HMIS then their information will be updated by HRC.

- All information will be scanned into each household's HMIS profile.
- When a referral is made to a partner agency the HMIS household identifier will be provided so that the partner agency can have access to household data.
- When the partner agency accepts the household into their program then they need to update the HMIS showing program enrollment and services received.
- Audits of HMIS data entered by partner agencies are performed regularly.

System Evaluation

System evaluations will be performed annually, and the methods will include HMIS data, Department of Commerce Dashboard reports, and CEC feedback.

Changes to Guidelines

Benton County Department of Human Services may issue revised or new Guidelines at any time. Revised copies will be sent as they are published.

Contact Information

Deena Horton
Housing Program Specialist
Email: Deena.Horton@co.benton.wa.us
Phone: (509) 737-3953

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 28, 2023
Subject:	Execute Agreement #2023/24-HHAA-CAC with Benton Franklin Community Action Committee
Presenter:	
Prepared By:	Deena Horton
Reviewed By:	Kyle Sullivan, DHS Manager

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

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

Summary / Background Information

Benton County Department of Human Services would like to contract with Benton Franklin Community Action Committee to assist the County with meeting the goals of the Five-Year Homeless Housing Plan for Benton County to reduce homelessness.

The program will provide Direct Service Vouchers, a short-term financial assistance program, and Supportive Services, consisting of case management specific tasks.

Fiscal Impact

There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0154101 Homeless Housing and Assistance Fund, for a consideration amount of $213,377.62.

Recommendation

- Sign the Resolution to accept the proposed Grant Agreement
- Approve the proposed Grant Agreement by signing all the copies where indicated

Suggested Motion

Consent Agenda

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTING GRANT AGREEMENT #2023/24-HHAA-CAC BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND BENTON FRANKLIN COMMUNITY ACTION COMMITTEE, TO ASSIST THE COUNTY WITH MEETING THE GOALS OF THE FIVE-YEAR HOMELESS HOUSING PLAN TO REDUCE HOMELESSNESS

WHEREAS, Benton County Department of Human Services would like to contract with Benton Franklin Community Action Committee to assist the County with meeting the goals of the Five-Year Homeless Housing Plan for Benton County to reduce homelessness; and

WHEREAS, the program shall serve the County's homeless residents, or those at risk thereof, who reside in Benton County and who are found to have met the program's eligibility and documentation requirements; and

WHEREAS, the program consists of providing overnight shelter for homeless individuals; **NOW THEREFORE**,

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed Grant Agreement; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign, on behalf of Benton County, Grant Agreement #2023/24-HHAA-CAC between Benton County Department of Human Services and Benton Franklin Community Action Committee, to assist the County with meeting the goals of the Five-Year Homeless Housing Plan for Benton County to reduce homelessness, for a consideration amount of $213,377.62; and

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

Dated this . . . .day of . . . . . , 2023

_____
Chairman

_____
Chairman Pro Tem

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

Attest: _____
Clerk of the Board

cc: Human Services; Benton County Commissioners

D. Horton

Benton County
DEPARTMENT OF HUMAN SERVICES
Grant Agreement #2023/24-HHAA – CAC

This Grant Agreement, hereinafter referred to as the "Agreement", is executed by and between **Benton County**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **Benton County Department of Human Services**, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "County") and **Benton-Franklin Community Action Committee**, a non-profit corporation, with its principal offices at 720 W. Court Street, Pasco, WA 99301, (hereinafter "Contractor").

County's Contact Information/Authorized Representative:
Kyle Sullivan, Manager
Benton County
Department of Human Services
7102 W. Okanogan Place, Suite 201
Kennewick, WA 99336
Phone: (509) 783-5284
Fax: (509) 783-5981
E-Mail: Kyle.Sullivan@co.benton.wa.us

Contractor's Contact Information/Authorized Representative:
Judith Gidley, Executive Director
Benton Franklin Community Action Committee
720 W. Court Street
Pasco, WA 99301
Phone: (509) 545-4042
Fax: (509) 545-9691
E-Mail: jgidley@bfcac.org

Agreement Start Date ..... January 1, 2023
Agreement End Date ..... December 31, 2024
Unless this Agreement is terminated sooner as set forth herein.

Consideration..... Benton County $213,377.62

Exhibit A .....Budget
Exhibit B ..... Partnership Participation Agreement
Exhibit C .....Housing Resource Center Guidelines

By their signatures below, the parties agree to the terms and conditions of this Agreement and all documents attached or incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Agreement.

For the Contractor:

Judith A Gidley Title: Executive Director Date 1/13/23

For Benton County:

Benton County Commissioners Date

Attest: Clerk of the Board

Approved as to Content:

Department of Human Services

Approved as to Form:

Benton County Prosecutor's Office

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DEFINITIONS

1. DEFINITIONS

1.1. **Annual Point in Time Count or Washington Homeless Census** means an annual countywide census conducted as a collaborative effort by towns, cities, counties, community-based organizations, and state agencies, with the technical support and coordination of the Dept. of Commerce, to count and collect data on all homeless individuals in Washington.

1.2. **Benton County Resident** means an individual who has resided for ninety days, prior to applying for assistance within Benton County.

1.3. **Benton-Franklin HMIS Collaborative or the HMIS Collaborative** means a County administered, cooperative agreement of 2163 Homeless Housing and Assistance fund recipients and homeless service providers obtaining, sharing, and utilizing data for input into the Washington State HMIS operated by the Dept. of Commerce.

1.4. **CFR** means Code of Federal Regulations. All references in this Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation.

1.5. **Client or clients** means individuals who are eligible for services under this Agreement.

1.6. **Compliance With Fair Market Rent (FMR) and Occupancy Standards**: Contractor agrees to comply with all FMR, and occupancy standards set forth herein. FMR and occupancy standards are defined as gross rent estimates provided annually by HUD. They include the shelter rent plus the cost of all tenant-paid utilities, except telephones, cable or satellite television service, and internet service. HUD sets FMR to ensure that a sufficient supply of rental housing is available to housing program participants. To accomplish this objective, FMRs must be both high enough to permit a selection of units and neighborhoods and low enough to serve as many low-income families as possible. Occupancy standards are set by Benton County Department of Human Services according to Public Housing and HUD requirements and determine the size of a housing unit a household may occupy.

1.7. **Dept. of Commerce** means the Washington State Department of Commerce.

1.8. **Eligible Activities** for Homeless Housing and Assistance funds, as set forth in RCW 43.185C.050(2), are as follows:

- rental and furnishing of dwelling units for the use of homeless persons;
- costs of developing affordable housing for homeless persons, and services for formerly homeless individuals and families residing in transitional housing or permanent housing and still at risk of homelessness;
- operating subsidies for transitional housing or permanent housing serving formerly homeless families or individuals;
- services to prevent homelessness, such as emergency eviction prevention programs including temporary rental subsidies to prevent homelessness;
- temporary services to assist persons leaving state institutions and other state programs to prevent them from becoming or remaining homeless;
- outreach services for homeless individuals and families;
- development and management of local homeless plans including homeless census data collection; identification of goals, performance measures, strategies, and costs and evaluation of progress towards established goals;
- rental vouchers payable to landlords for persons who are homeless or below thirty percent of the median income or in immediate danger of becoming homeless; and

- other activities to reduce and prevent homelessness as identified for funding in the Benton and Franklin Counties' 5-Year Homeless Housing and Assistance Plan.

1.9. **Eligibility for Assistance – Definition of Homeless**: Households are homeless if they are unsheltered or residing in a temporary housing program, as defined below.

a. Living outside or in a place that is not designed for, ordinarily used as a regular sleeping accommodation for human beings, including a vehicle, park, abandoned building, bus or train station, airport or campground;

b. Fleeing or attempting to flee violence, dating violence, sexual assault, stalking, human trafficking, or other dangerous or life-threatening conditions that relate to violence against the household's members(s), including children, that have either taken place within the household's primary nighttime residence or has made the household member(s) afraid to return to their primary nighttime residence;

c. Residing in a temporary housing program including shelters, transitional or interim housing, and hotels and motels paid for by charitable organization or government programs;

d. Exiting a system of care of institution where they resided for 90 days or less AND who resided in an emergency shelter or place not meant for human habitation immediately before entering that system of care or institution;

e. Residing in a trailer or recreational vehicle that is parked illegally or in a location that is not intended for long-term stays (i.e., parking lots).

f. At imminent Risk of Homelessness: Households are at imminent risk of homelessness if they will lose their primary nighttime residence (including systems of care or institutions) within 14 days of the date of application for assistance, AND no subsequent residence has been identified, AND the household lacks the resources or support networks needed to obtain other permanent housing.

1.10. **Eligibility Verification and Documentation** means all agencies that receive funds provided under this Agreement are required to maintain adequate documentation of clients' homelessness status to determine the eligibility of persons being served. The documentation is obtained from the participant or a third party at the time of the referral, entry, or intake. A self-declaration can be obtained if no third-party documentation is easily available. A copy of the documentation shall be maintained in the client file and shall be provided to County upon request.

a. Short-term Shelter and/or Services Provided to Persons Living on the Street. In this case, it is sufficient for the service provider to confirm and document that the persons served indeed reside on the street or are otherwise homeless.

b. Long-term Emergency Shelter/Transitional Housing Provided to Persons Living on the Street or in Short-term Emergency Shelter. Information shall be obtained verifying the client is living on the street or in a short-term emergency shelter. This information may include the names of organizations or outreach workers who have assisted the person in the past, whether the client receives any general assistance checks, and where the checks are delivered.

If a person is coming from transitional housing for homeless persons, the Contractor shall obtain written verification from the transitional housing facility, as well as written verification that the person was homeless prior to living in the transitional housing facility (see above for required documentation).

For persons from a short-term stay (up to 30 consecutive days) in an institution, who previously resided on the street or in an emergency shelter, the Contractor shall obtain written verification from the institution's staff that the participant has been residing in the institution for less than thirty-one (31) days and information on the previous living situation.

If a person is being discharged from a longer stay in an institution, the Contractor shall obtain evidence from the institution's staff that the client was being discharged within the week before receiving homeless assistance. The Contractor shall also obtain information on the income of the person, what efforts were made to obtain housing, and why, without the homeless assistance, the person would be living on the street or in an emergency shelter.

For persons fleeing violence, Contractor shall obtain written verification from the participant that he or she is fleeing a violent situation. If the person is unable to provide verification, the service provider may prepare a written statement about the person's previous living situation for him or her to sign and date.

1.11. **Family or Families** means individuals, of any age, living together in the same household and related by blood, marriage, adoption, or as a result of sharing legal custody of a minor child.

1.12. **HIPAA** means the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USCA 1320d-d8, and regulations enacted pursuant to its provisions, successor law, and/or regulation.

1.13. **Homeless Housing Plan** means the Benton and Franklin Counties' Five-Year Homeless Housing Plan.

1.14. **Household** means a person or people, related or not, who occupy a housing unit or would occupy a housing unit if one were available.

1.15. **Housing Resource Center (HRC)** is a system that facilitates efficient connections to individuals with the best and most appropriate resources to prevent and decrease homelessness. The HRC uses a uniform intake and basic assessment tool that includes: collection of required HMIS data; evaluation of client housing and service needs; maintenance of current housing inventory and space availability; maintenance of a comprehensive waitlist, as needed; and eligibility screening for all partner agency housing and services.

1.16. **HUD** means the United States Department of Housing and Urban Development.

1.17. **Income Eligibility** means Only Benton County Residents, who are homeless or at risk (as that term is defined herein) and whose household qualifies as extremely low-income with an income at or below thirty (30) percent of the average area median incomes as established by HUD annually, or with an income at or below fifty (50) percent of the average area median incomes for families with children, are eligible to receive services under this Agreement.

1.18. **Long-term private or public housing** means subsidized and unsubsidized rental or owner-occupied housing in which there is no established time limit for habitation of less than two years.

1.19. **Monitoring** means a contractual review to determine compliance with the terms and conditions of this Agreement.

1.20. **Partner Agency Committee (PAC)** consists of all the HRC Partner Agencies. The PAC will meet on a quarterly basis to provide feedback on the program, resolve issues and conflicts, and suggest improvements for the program.

1.21. **Personal Information** is information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social

security numbers, driver's license numbers, other identifying numbers, and any financial identifiers.

1.22. **RCW** means the Revised Code of Washington. All references in this Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at http://app.leg.wa.gov/rcw/.

1.23. **Shall** means compliance is mandatory.

1.24. **Single Audit** means an audit that encompasses the entirety of the financial operations of the Contractor, and which meets the requirements prescribed by Federal Office of Management and Budget (OMB) guidelines. The OMB may be accessed at http://www.whitehouse.gov/omb/.

1.25. **Subcontractor** means any person, partnership, corporation, association, or organization, not in the employment of the Contractor, who has a subcontract agreement directly with the Contractor or a subsequent tier subcontract agreement with an intermediate subcontractor.

1.26. **Transitional housing** means a project that facilitates the movement of homeless individuals and families to permanent housing within a reasonable amount of time (usually 24 months). Transitional housing includes housing primarily designed to serve deinstitutionalized homeless individuals and other homeless individuals with mental or physical disabilities and homeless families with children.

1.27. **USCA** means the United States Code Annotated. All references in this Agreement to USCA chapters or sections shall include any successor, amended, or replacement regulation.

1.28. **Use as it relates to HIPAA or HMIS compliance** means, with respect to individually identifiable health or personal information, the sharing, employment, application, utilization, examination, or analysis of such information by an entity that maintains such information.

1.29. **Vulnerable Adult** means a person:

- Who is sixty (60) years of age or older and has the functional, mental, or physical inability to care for himself or herself or has been found to be incapacitated under Chapter 11.88 RCW; or
- Who has a developmental disability, as defined under RCW 71A.10.020; or
- Who has been admitted to a licensed facility, including boarding homes, nursing homes, adult family homes, residential habilitation centers, or any other facility licensed by the Washington State Department of Social and Health Services; or
- Who is receiving services from home health, hospice, or home care agencies licensed or required to be licensed under Chapter 70.127 RCW; or
- Who is receiving services from an individual provider, as defined under RCW 74.34.020.

1.30. **WAC** means the Washington Administrative Code. All references in this Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at http://app.leg.wa.gov/wac/.

1.31. **Washington homeless census** means an annual statewide census conducted as a collaborative effort by towns, cities, counties, community-based organizations, and state agencies, with the technical support and coordination of the Dept. of Commerce, to count and collect data on all homeless individuals in Washington.

1.32. **Washington State Homeless Management Information System (HMIS)** means a database of information about homeless individuals in the state used to coordinate resources to assist homeless clients to obtain and retain housing and reach greater levels of self-sufficiency or economic independence when appropriate, depending upon their

individual situations. The Dept. of Commerce is responsible for operating the statewide HMIS for counties that do not operate their own compliant system.

STATEMENT OF WORK

2. STATEMENT OF WORK

2.1. Benton County Homeless Housing and Assistance Program – Description:

In consideration for the funding awarded in this Agreement, the Contractor agrees to assist the County with meeting the goals of the Five-Year Homeless Housing Plan for Benton and Franklin Counties to reduce homelessness as set forth below. The Contractor's activities are limited to those eligible activities identified in RCW 43.185C.050(2), and will be funded by the revenue source provided to the County pursuant to RCW 36.22.179(1).

This Program shall serve the County's homeless residents, or those at risk thereof, who have resided in Benton County at least 90-days prior to applying for services, and who are found to have met the program's eligibility and documentation requirements. The funding awarded in this agreement is broken down into two sections:

- Crisis and Emergency Shelter and Operations
- Rapid Rehousing for Shelter Households

2.2 CRISIS AND EMERGENCY SHELTER AND OPERATIONS

a. Program Overview:

This program consists of providing overnight shelter for homeless households by providing immediate response to basic human needs, including safe cover at night until homeless households have access to decent and safe housing. This program will provide support services including; meals, personal items, structured programs including activities and educational experiences. Crisis / Emergency Shelter vouchers for temporary, emergency, short-term rental assistance may not exceed 90 days. The Contractor may request an exemption to this guideline by submitting a written request to Benton and Franklin Counties Department of Human Services for up to 14 additional days. The request for exemption must outline the extraordinary circumstance. Families may be screened through the Housing Resource Center (HRC) and referred to the Second Chance Center for further intake or screened by the Second Chance Center in coordination with the HRC to alleviate undue burden on families experiencing homelessness and in need of immediate services provided by the crisis / emergency shelter.

b. Eligible expenses include:

- Case management. The cost of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant is eligible.
- Shelter operations. Eligible costs are the costs of maintenance (including minor or routine repairs), rent/lease security, fuel, equipment, insurance, utilities, food, furnishings, and supplies necessary for the operation of the crisis /emergency shelter.
    - When the trailers are at full occupancy, hotel vouchers may be issued to house homeless households in need of the crisis/emergency shelter.
- Case management, outreach, intake, eligibility determination and documentation, assessing, arranging and coordinating, and monitoring the delivery of individual services for the shelter clients.

c. Component services and activities consist of:

- Using the centralized or coordinated assessment system

- Counseling;
- Developing, securing, and coordinating services and obtaining Federal, State, and local benefits;
- Monitoring and evaluating program participant progress;
- Providing information and referrals to other providers;
- Developing an individualized housing and service plan, including planning a path to permanent housing stability;
- Help families increase their financial literacy scores and develop and use family budgets; Families will utilize the Second Chance Center to develop job application documents such as cover letters and resumes.

2.3 RAPID REHOUSING FOR SHELTER HOUSEHOLDS

a. Program Overview:
This program consists of providing shelter clients with rapid rehousing services to help get them transitioned to living on their own. Eligible shelter clients must reside in Benton County for a minimum of ninety (90) days prior to applying for rapid rehousing assistance.

b. Eligible expenses include:
- Any combination of first and last month's rent
- Security Deposit for moving into a new unit
- Monthly rent at fair market rent (FMR) using progressive engagement not to exceed six months
- Application fees/background check fees that are payable to the landlord
- Utility deposit
- Lot rent for RV or manufactured homes

3. **DUPLICATION OF SERVICES:** None of the work done pursuant to this Agreement may duplicate, in form or function, any work or services already being done or provided by the Contractor pursuant to any other contract or agreement Contractor has in place with any governmental or quasi-governmental local, state, nation, or international entity.

PERFORMANCE GOALS AND OUTCOMES

4. **PERFORMANCE GOALS:** The performance goals for the Benton County Homeless Housing and Assistance funds are:
   - to provide supportive services to eligible Benton County clients;
   - to support County efforts in meeting the goals of the Benton and Franklin Counties Five-Year Homeless Housing Plan; and
   - to decrease homelessness in Benton County.

5. **OUTCOME EVALUATION:** Program outcomes will be monitored and tracked against the HMIS database reports with the monthly billing.

REPORTING AND DELIVERABLES

6. **THE WASHINGTON STATE HMIS:** The Contractor shall provide client information on an ongoing basis, and with each monthly bill submitted on or before the 10th of each month, provide a HMIS print-out of clients served. The Contractor will participate in the HMIS Collaborative and the Data Sharing Agreement and allow the County access to client level data. The Contractor will enter all client information into the HMIS on an ongoing basis. The Contractor will exit client information from the HMIS on a timely basis.

7. **MONTHLY REPORTING:** The Contractor shall provide the following written reports, in a format prescribed or approved by the County, to the County on or before the 10th of the month following each month of service delivery:

7.1. Supportive Service Report:

- HMIS documentation submitted with monthly billing

SPECIFIC TERMS AND CONDITIONS

8. **ACCESS TO CHILDREN, DISABLED PERSONS, AND VULNERABLE ADULTS:** The Contractor shall prohibit any staff or volunteers with a criminal conviction set forth in RCW 43.43.830 from having access to children, developmentally disabled persons, or vulnerable adults in the course of providing the services under this Agreement. The Contractor must conduct a background check for all applicants for staff or volunteer positions who have unsupervised access to children, developmentally disabled persons, or vulnerable adults. The Contractor shall immediately report to the County any allegations/arrests identified in the background checks. If it becomes known to the Contractor, or the Contractor has reason to believe that an applicant has or may have a disqualifying conviction or finding as described in RCW 43.43.842, subsequent to the completion date of their most recent criminal background inquiry, the Contractor shall immediately report that finding to the County and immediately remove and thereafter restrict the employee or volunteer from providing services to children, developmentally disabled persons, or vulnerable adults unless otherwise granted written permission by the County's Authorized Representative.

9. **CLIENT ELIGIBILITY REQUIREMENTS**

   a. **Client Eligibility**: Only Benton County residents who meet the income eligibility criteria and definitions of homelessness criteria shall be eligible for client services under this Agreement, unless otherwise approved in writing by the County.

   b. **Eligibility Verification and Documentation**: County residency, homelessness status verification, and income eligibility status must be verified by the Contractor for program participants prior to billing for services. Income and homelessness status verification should be verified by a third party or self-declared. Self-declarations must be completed, signed and dated by agency staff. Self-declarations should be used only when written third-party verification cannot be obtained. A copy of each participant's verification documentation shall be kept in the participant's file.

10. **CLIENT FILES:** All client files shall include:
    - Client intake/evaluation, including the initial housing stability plan. The plan shall include goals and objectives as to how the goals will be met. All plans shall contain a timeline in which the goals are expected to be met and indicate whether they have been achieved;
    - Written progress notes that describe services provided and the staff's involvement in assisting the client in meeting the goals of their plan. Notes shall be entered for each client and include the purpose of the service, dates, duration of service, and the staff's name. Notes shall be legible;
    - Correspondence related to each client;
    - Verification and documentation of each client's eligibility for residency, homelessness status, and income;
    - Proof of payments made on client's behalf;
    - HMIS consent form;
    - Verification and documentation that each client's rights, including what services and benefits may be expected from the program and the client, have been explained to the client;
    - Verification and documentation that the agency's grievance policy/procedure has been explained to the client; and
    - For rental assistance, verification and documentation of a lease agreement.

11. **CLIENT RIGHTS**

11.1. Grievance Policy: The Contractor shall implement and follow a grievance policy for clients that:

- is approved by the County;
- is explained to participants and, if necessary, to a family member, legal representative, or advocate;
- provides a mediation process using someone who is unaffected by the outcome if conflicts remain unresolved; and
- produces an outcome that shall be documented in the client file.

11.2. Client Rights: The Contractor shall inform clients of their rights, what services and benefits may be expected from the program, and the program's expectations of them. If necessary, the participant's family, legal representative or advocate is also informed.

11.3. Individual Rights: The Contractor shall implement and follow policies and procedures that protect individual rights regarding participant abuse, rights to privacy, and respectful staff-to-participant interactions.

12. **INTERAGENCY COOPERATION:** Contractor agrees to participate with other agencies, as requested by the County, in the provision of services under this Agreement.

13. **ORGANIZATIONAL DESIGN**: The Contractor shall document:
    - a written Performance Plan that describes the plan's mission, program objectives, expected outcomes, and how and when objectives will be accomplished, and that the plan is evaluated at least biennially and revised based on actual performance;
    - how staff training, experience, and expertise relate to the needs of participants and the program's mission;
    - that it is able to account for and manage public funds;
    - an administrative/organizational structure that clearly defines responsibilities; and
    - that it involves participants in policy development and the impact this has had on the program.

14. **OTHER REQUIREMENTS**:

14.1. Services and Activities to Minorities and Diverse Populations: All services and activities provided by the Contractor under this Agreement shall be designed and delivered in a manner sensitive to the needs of all minorities. The Contractor shall work toward improving access, retention, and cultural relevance of treatment, prevention or other appropriate services for minorities and other diverse populations in need of treatment, and work toward strengthening working relationships with other agencies serving these populations.

14.2. Participation in the Housing Resource Center: The Contractor shall participate with Benton County Department of Human Services in the Housing Resource Center. Accordingly, Contractor shall enter into a Partner Participation Agreement with the Department of Human Services as set forth by the Partner Participation Agreement (Exhibit B, attached hereto and incorporated herein by reference) and shall designate an individual in its organization to be part of the Benton County Department Human Services Partner Agency Committee (PAC). Contractor shall follow the Housing Resource Center Guidelines set forth by Exhibit C, which is attached hereto and incorporated herein by reference.

14.3. Subcontractor Monitoring and Risk assessment: The Contractor will comply with the annual on-site monitoring and risk assessment. The County reserves the right to monitor and review files at any time besides the annual review when deemed necessary.

GENERAL TERMS AND CONDITIONS

15. **AMENDMENT:** This Agreement, or any term or condition, may be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.

16. **ASSIGNMENT/DELEGATION/SUBCONTRACTING:** The Contractor shall not assign, delegate, or subcontract any portion of the contracted services, except as specifically provided by this Agreement, without obtaining prior written approval from the County's Authorized Representative. Assignment, delegation, or subcontracting without prior written approval by the County shall constitute a substantial breach of this Agreement.

    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 Agreement.

17. **AUDIT REQUIREMENT**: The Contractor shall have an independent review or independent audit performed at least once every biennium based upon the fiscal year of the Contractor. Each audit shall cover the entire operation of the Contractor. The independent review or audit shall reasonably assure the County that the Contractor is financially stable, and that the Contractor has established and maintains an adequate system of internal control to ensure the efficient, proper processing of, and use of, contract funds. The Contractor shall provide a copy of the independent review report or independent audit to the County within 180 days following the end of the independent review/audit period. For purposes of this section, if so agreed by the parties, an annual on-site monitoring visit by the County may constitute an independent review.

    a. **Correction Actions:** The Contractor shall take whatever corrective action is required by the County to mitigate risk or resolve outstanding audit findings within time periods established by the County.

    b. **Single Audit:** If the Contractor is subject to OMB Circular A-133, the Contractor shall comply with applicable OMB circular A-133 audit requirements and perform any corrective actions identified in the audit findings per A-133 requirements.

18. **SUBCONTRACTOR MONITORING AND RISK ASSESSMENT**

    18.1. The Contractor will comply with the annual on-site monitoring and risk assessment. The County reserves the right to monitor and review files at any time besides the annual review when deemed necessary.

19. **COMPLIANCE WITH APPLICABLE LAW:** At all times during the term of this Agreement, the Contractor shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, non-discrimination laws and regulations.

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

20. **COMPLIANCE WITH HIPAA:** If the Contractor requests or requires Protected Health Care Information for consideration of eligibility, or any other reason, it will at all times during the term of this Agreement, implement policies and procedures to safeguard and maintain any forms of protected health information in accordance with the requirements of state and federal law, and particularly the provisions of the Health Insurance Portability and Accountability Act. The Contractor shall not request or require program applicants to sign uncompleted forms requesting healthcare information (blank releases of information).

21. **COMPLIANCE WITH DEPT. OF COMMERCE HMIS STANDARDS:** At all times during the term of this Agreement, the Contractor shall implement policies and procedures to safeguard and maintain

protected personal information in accordance with the requirements of state and federal law, and particularly the provisions of the Dept. of Commerce requirements for the HMIS utilized by the County.

Confidentiality for Victims of Domestic Violence or Other Revealing Information Regarding HIV/AIDS status: In fulfilling HMIS duties for this Agreement, the Contractor shall uphold the disclosure and storage parameters of personal information as found in RCW 70.24.105 and RCW 70.123.076.

22. **CONFIDENTIALITY:** The parties to this Agreement shall use Personal Information and other information gained only for the purposes of this Agreement. The Contractor shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information, without prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other information gained by reason of the Agreement and shall return or certify the destruction of such information if requested in writing by the party to the Agreement that provided the information.

    The Contractor understands that as a public entity, the County is subject to the Public Records Act (RCW 42.56.020) which mandates the release of most public records held for any purpose. The Contractor understands that any written record (including electronically stored records) which it submits to the County including, but not limited to, descriptions of work, client files, billings and correspondence, may be subject to the Public Records Act and if requested by a member of the public, will be disclosed by the County if mandated by the Public Records Act. Provided, however, that the County will not disclose any records that are protected by a statutory scheme (e.g., the Health Information Portability and Accountability Act) or case law. Accordingly, Contractor agrees that to the extent it feels that any of the written records it submits to the County are confidential, proprietary, or otherwise protected from disclosure under the Public Records Act, it will prominently designate the record(s) as such on their face. To the extent that the County receives a Public Records Act request for any written records which have been designated as confidential or proprietary, it will take all reasonable steps to contact Contractor as soon as possible and advise of the request so that Contractor can request a court order protecting the record(s). Contractor also hereby waives any and all rights to recover damages against the County for any records released pursuant to the Public Records Act.

23. **DEBARMENT CERTIFICATION:** The Contractor, by signature to this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal department or agency. The Contractor shall not employ any person or contract with any person or agency excluded from participation in federal health care programs or debarred or suspended per this Agreement.

24. **ENTIRE AGREEMENT:** This Agreement, including all documents attached to or incorporated by reference, contains all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties.

25. **GOVERNING LAW AND VENUE:** This Agreement has been and shall be construed as having been made and delivered within the State of Washington and this Agreement shall be governed by the laws of the state of Washington both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in the courts of competent jurisdictions in Benton County, Washington.

26. **HEADINGS AND CAPTIONS:** The headings and captions used in this Agreement are for reference and convenience only, and in no way define, limit, or decide the scope or intent of any provisions or sections of this Agreement.

27. **INDEMNIFICATION:** The Contractor shall hold harmless, indemnify, and defend the County and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage

to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the Contractor or its subcontractors or their property upon or in the proximity of the property of the County. Provided, that the Contractor's obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the County or its officers, officials, employees, or agents.

In 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 benefits 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. By executing this Agreement, 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 Agreement the Contractor makes with any subcontractor or agent performing work hereunder. Contractor's obligations under this Section 13 shall survive termination and expiration of this Agreement.

The Contractor's obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from actions, 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.

28. **INDEPENDENT STATUS:** For purposes of this Agreement, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of the County or the State of Washington. Neither the Contractor, nor any of the Contractor's employees may hold themselves out as or claim status as an officer, employee, or agent of the Benton County Department of Human Services, the State of Washington, or the County. Neither the Contractor, nor any of the Contractor's employees may claim for themselves any rights, privileges, or benefits that would accrue to an employee of the State of Washington or the County. The Contractor shall indemnify and hold harmless Benton County and the Benton and County Department of Human Services for all obligations to pay or withhold federal or state taxes or contributions or any other payroll deductions on behalf of the Contractor or the Contractor's employees.

29. **INSURANCE.** Prior to commencement of services under this Agreement, Contractor shall submit to the County certificates of insurance or certified copies of insurance policies and endorsements, if requested by the County, for the coverage required below and shall maintain the same type and amount of coverage as is currently in effect for the life of this Agreement. Each insurance certificate shall provide that coverage will not be canceled or reduced below the contractual amounts stated herein without forty-five (45) days prior to notice to the County. Contractor shall maintain at Contractor's sole expense unless otherwise stipulated, the following insurance coverages, insuring the County and its elected and appointed officials, employees, and agents as required herein.

    The Contractor shall not commence work under this Agreement until the Contractor has obtained all insurance required under this paragraph and such insurance has been approved by the County.

    All insurance policies shall be issued by companies authorized to do business under the laws of the state of Washington unless an exception is given in writing by the County's Authorized Representative. All insurance to be maintained by the Contractor, other than Professional Liability and Workers' Compensation, shall specifically include the County as an "Additional Insured" and shall not be reduced or canceled without forty-five (45) days prior written notice to the County. The Contractor's insurance coverage shall be primary insurance with respect to the County and its elected and appointed officials, employees, and agents. Any insurance or self -insurance maintained by the County or its elected and appointed officials, employees, or agents shall be excess of the Contractor's insurance and shall not contribute to it.

Liability coverage, except Professional Liability, shall be written on an Occurrence policy form. If coverage is Claims Made form, the Retroactive Date shall be prior to or coincident with the date of this Agreement, and the policy shall state that coverage is Claims Made, and state the Retroactive Date. Should Claims Made be the only option, a minimum of three (3) year tail coverage shall be maintained after the expiration of the Agreement.

29. **Commercial General Liability Insurance:** The Contractor shall maintain, during the life of this Agreement, Commercial General Liability Insurance (Policy Form CG0001, or equivalent) to protect the County from claims for damages for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this Agreement, whether such operations are by the Contractor or by anyone directly employed by or contracting with the Contractor.

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

30. **Commercial General Liability Insurance Policy:** The Contractor shall maintain an endorsement naming the County as Additional Insured (Policy Form CG2010) and an endorsement that specifically states the Commercial General Liability Insurance shall be primary, and not contributory, with any other insurance maintained by the County.

    The policy shall be endorsed to include stop gap employer's liability 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

31. **Automobile Liability Insurance:** The Contractor shall maintain, during the life of this Agreement, Commercial Auto Liability Insurance (Policy Form CA0001, or equivalent) in the amount of $1,000,000 Bodily Injury and Property Damage per combined single limit to protect the Contractor from claims which may arise from the performance of this Agreement, whether such operations are by the Contractor or by anyone directly or indirectly employed by the Contractor. Covered autos shall be designated as "Symbol 1" any auto if commercial auto liability is applicable.

32. **Workers' Compensation Insurance:** The Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. The Contractor shall submit a copy of its certificate of coverage from the Washington State Department of Labor and Industries prior to the commencement of work.

33. **Industrial Insurance Waiver:** With respect to the performance of this Agreement and as to claims against the County and its officers, agents, and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend, and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor against the County. However, Contractor's waiver of immunity by the provisions of this section extend only to claims against Contractor by the County and does not include or extend to claims by Contractor's employees directly against Contractor. This waiver is mutually negotiated by the parties to this Agreement.

34. **Professional Liability Insurance:** Prior to the start of work, the Contractor will secure and maintain at its own expense Professional Liability Insurance in an amount of not less than $1,000,000 per claim and in the aggregate. If coverage is Claims Made, the retroactive date shall be prior to or coincident with the date of this Agreement. The policy shall state that coverage is claims made and state the retroactive date. Claims Made form coverage shall be maintained by the Contractor for a

minimum of three (3) years following the termination of this Contract, and the Contractor shall annually provide the County with proof of renewal.

35. NOTICES: Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the address and Authorized Representative set out on the face page of this Agreement. Notice may also be given by facsimile or e-mail to the Authorized Representative with the original 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 facsimile or e-mail, service shall be effective at the beginning of the next working day.

36. ORDER OF PRECEDENCE: In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved the giving precedence in the following order:

a. Applicable federal, state, and local law, regulations, rules, and ordinances.
b. This Agreement, including all documents attached to or incorporated by reference.

37. OWNERSHIP OF MATERIAL: Material created by the Contractor and paid for by the County as part of this Agreement, including all copyright and other intellectual property rights associated with such material, shall be owned by the County and shall be "works for hire" as defined by Title 17 USCA, Section 101. This material includes but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Any materials produced as a result of the County's funding shall display the County's name appropriately. Material which the Contractor uses to perform this Agreement, but which is not created for or paid for by the County, is owned by the Contractor, however, the County shall have a perpetual license to use this material for the County's internal purposes at no charge to the County.

38. PROHIBITION OF POLITICAL ACTIVITIES: No funds, material, property, or contracted services provided under the terms of this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

39. RECORDS MAINTENANCE AND INSPECTION: For six (6) years, unless otherwise stated herein, following the termination of this Agreement, the Contractor shall maintain records in their original form that are sufficient to:

- Document the performance of all acts required by law, regulation, or this Agreement;
- Substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance;
- Demonstrate accounting procedures and practices which sufficiently and properly document the Contractor's billings to the County and all expenditures made by the Contractor to perform as required by this Agreement;
- Ascertain those personnel policies, procedures, and practices are in compliance with this Agreement; and
- Ascertain that all taxes and insurance required by state and federal law and this Agreement were paid by the Contractor.

39.1. Right of Inspection: The Contractor shall give access to its facilities and records to the County and its officers, employees, and agents, and to any other authorized officer, employee, or agent of the State of Washington or the United States at all reasonable times. Authorized persons shall have the right to examine the Contractor's performance and financial records and to perform other activities to determine the Contractor's compliance with the terms of this Agreement. The County may give the Contractor reasonable notice of monitoring, auditing, observation, and other visits by its officers and employees to the Contractor's place(s) of business; however, the Contractor may also be subject to unannounced site inspections, as necessary. The Contractor's failure to provide access to offices or records upon reasonable notice, as required by this section, shall constitute a substantial breach of this Agreement.

39.2. Notice of Inspections: The Contractor shall verbally notify the County immediately of any inspections, audits, accreditation, or program reviews of services by any individual, agency, or governmental unit. The Contractor shall promptly provide the County with copies of any written reports of such inspections, audits, accreditation, or program reviews upon request.

39.3. 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 Article 20 of this Agreement may be of evidentiary value; the County will 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 are in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out above in Article 20.

39.4. Audit Clarification: In the event that the County desires clarification in any way related to an audit or inspection of Contractor's books, records, or office, to determine whether Contractor is acting in compliance with this Agreement or federal, state, or local law, the County may request, in writing, that Contractor provide further clarification on any issue, or that Contractor provide certain books or records meeting certain criteria. If Contractor receives such a notice, Contractor shall cooperate in providing the requested information, books, or records, by the date and time noted in the request. Failure to respond, evasive responses, or incomplete responses shall constitute a substantial breach of this Agreement. The Contractor shall respond within (5) business days, excluding weekends and holidays.

40. **REDUCTION/SUSPENSION OF SERVICES:** The Contractor shall provide the County with prompt notification of any discontinuance or suspension of or significant reduction in any category of services provided by this Agreement or any change in location of the provision of such services. Said changes shall only be made in accordance with the provisions of this Agreement.

41. **RELATIONSHIP OF THE PARTIES:** The Benton County Department of Human Services shall be the representative of the County with full authority for administering and overseeing the performance of this Agreement. Whenever, in this Agreement, provision is made for the Contractor to contact or give notice to the County or provide it with documents, reports, voucher claims, or any other information, or for the County to give notice to the Contractor to review, inspect, observe, or audit this Contractor's contracted services, facilities, programs, or records, the term "County" shall mean the Department of Human Services.

    The Contractor agrees to immediately remove any of its employees or agents from their assignment to perform services under this Agreement upon receipt of a written request to do so from the County's Authorized Representative, or his designee.

42. **SEVERABILITY:** The provisions of this Agreement are severable. If any court holds any provision of this Agreement, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions of this Agreement.

43. **SURVIVABILITY:** The terms and conditions contained in this Agreement, which by their sense and context, are intended to survive the expiration of this Agreement shall so survive. Surviving terms include but are not limited to: Confidentiality; Indemnification and Hold Harmless; Inspection; Maintenance of Records; Ownership of Material; Termination for Default; Termination Procedure; and Treatment of Property.

44. **TERMINATION DUE TO CHANGE IN FUNDING:** If the funds upon which the County relied to establish this Agreement are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the County may immediately terminate this Agreement by providing written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

45. **TERMINATION FOR CONVENIENCE:** Either party may terminate this Agreement in whole or in part, for any reason, by giving at least thirty (30) calendar day's written notice. In the event of termination, each party shall be responsible only for performance rendered in accordance with the terms of this Agreement prior to the effective date of termination. The Contractor shall assist in the orderly transfer/transition of the clients served under this Agreement.

46. **TERMINATION FOR DEFAULT:** The County may terminate this Agreement for default, in whole or in part, by written notice to the Contractor, if the County has a reasonable basis to believe that the Contractor has:
    - **a.** Failed to meet or maintain any requirement for contracting with the County;
    - **b.** Failed to perform under any provision of this Agreement;
    - **c.** Failed to ensure the health or safety of any client for whom services are being provided under this Agreement;
    - **d.** Violated any law, regulation, rule, or ordinance applicable to the services provided under this Agreement; and/or
    - **e.** Otherwise breached any provision or condition of this Agreement.

    Before the County may terminate this Agreement for default, the County shall provide the Contractor with a ten (10) day written notice of the Contractor's noncompliance and provide the Contractor a reasonable opportunity to correct the Contractor's noncompliance. If the Contractor does not correct the Contractor's noncompliance within the ten (10) day period of time specified in the written notice of noncompliance, the County may then immediately terminate the Agreement. However, the County may terminate the Agreement for default without such written notice and without opportunity for correction if the County reasonably believes that a client's health or safety may be jeopardy, or if the Contractor has violated, or is alleged to have violated, as determined by the County, any law, regulation, rule, or ordinance applicable to the services provided under this Agreement.

47. **DISPUTES:** Disputes between the Contractor and the County, arising under and by virtue of this Agreement, 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 Authorized Representative or designee. All rulings, orders, instructions, and decisions of the County's Authorized Representative shall be final and conclusive, subject to Contractor's right to seek judicial relief.

48. **PROCEDURE UPON TERMINATION OR EXPIRATION OF AGREEMENT:** The following provisions apply in the event this Agreement is terminated or expires:

    41.1. Cease Performance: The Contractor shall cease to perform any services required by the Agreement as of the effective date of termination or expiration and shall comply with all reasonable instructions contained in the notice of termination or expiration which are related to the transfer of clients, distribution of property, and termination or expiration of services.

    41.2. Delivery of Assets: The Contractor shall immediately deliver to the County's Authorized Representative (or to his or her successor) listed on the first page of this Agreement, all of the County's property in the Contractor's possession, including any materials created under the Agreement. If the Contractor fails to return the County's property within ten (10) working days of the effective date of termination or expiration of this Agreement, the Contractor shall be charged with all reasonable costs of recovery, including transportation. The Contractor shall protect and preserve any property of the County that is in the Contractor's possession pending its return to the County. Nothing in this paragraph shall limit the County's rights or remedies pursuant to this Agreement or law.

    41.3. Payment of Services: The County shall be liable for and shall pay for only those services authorized and provided through the date of termination or expiration. The County may pay an amount mutually agreed upon by the parties for partially completed work and services, if usable by the County.

41.4. Final Payment: If the County terminates this Agreement for default on the part of the Contractor, the County may withhold some or all of the final payment to the Contractor that the County determines necessary to protect the County from loss or additional liability. In addition to these remedies, the County shall be entitled to remedies available at law, in equity, or under this Agreement. If it is later determined that the Contractor was not in default, the Contractor shall be entitled to all remedies available at law, in equity, or under this Agreement.

41.5. Transition: In the event that this Agreement is terminated or expires, Contractor shall assist in the orderly transition of clients and records to a new provider or to the County, at the County's direction. This includes, at a minimum, transferring client files to new providers at the request of the provider, the client, or County, advising clients of how to contact new provider(s), and not taking any action that would interfere with a client's choice of new provider or relationship with access to a new provider.

49. **TREATMENT OF CLIENT PROPERTY:** Unless otherwise provided in this Agreement, the Contractor shall ensure that any adult client receiving services from the Contractor under this Agreement has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under the age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or, expiration of completion of this Agreement, the Contractor shall immediately release to the client and/or the client's guardian or custodian all of the client's personal property.

50. **TREATMENT OF PROPERTY:** Title to all property purchased or furnished by the County for use by the Contractor during the term of this Agreement shall remain titled to the County. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by the County under the Agreement shall pass to and vest in the County. The Contractor shall protect, maintain, and ensure all County's property in its possession against loss or damage and shall return the County's property to the County within ten (10) working days of Agreement termination or expiration.

51. **WAIVER:** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed as a modification of the terms and conditions of this Agreement unless amended as set forth in the Amendment provisions of this Agreement. Only the County, or its designee, have the authority to waive any term or condition of this Agreement on behalf of the County and such waivers shall only be effective if they are in writing and signed by the County's Authorized Representative, or designee. The failure of the County to insist upon the strict performance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

CONSIDERATION AND PAYMENT PROVISIONS

52. **CONSIDERATION:** The County shall reimburse the Contractor for reasonable costs associated with the performance of the activities described in the Statement of Work provisions of this Agreement and in accordance with Exhibit A, which is attached hereto and incorporated herein by reference. The maximum consideration for services provided shall be as follows:

52.1. Supporting documentation is required to be submitted with County invoice for all reimbursement requests. (Ledgers, receipts, HMIS reports, etc.)

52.2. RAPID REHOUSING/EVICTION PREVENTION

a. **Direct Service Vouchers – Rapid Rehousing** are eligible for reimbursement for direct expenses provided during each month between January 1, 2023 and December 31, 2024 and shall not exceed a total of $88,377.62 during the term of this Agreement.

52.2 EMERGENCY SHELTER & OPERATIONS

a. **Shelter Operations** eligible for reimbursement and may be billed at no more than $4,166.66 per month between January 1, 2023 and December 31, 2024 and shall not exceed $125,000.00 during the term of this Agreement.

53. BILLING PROCEDURES: The Contractor shall submit written claims for payments earned on the appropriate forms provided by the County. All claims must be accompanied by the appropriate HMIS report and supporting documentation. All claims must be submitted by the 10th day of each month for services provided the prior month. The County will pay the Contractor with County warrants or request further verification documentation within thirty (30) days following receipt of timely claims for payment. Claims submitted after the 10th of the month may not be eligible for reimbursement. The final billing for services against this Agreement shall occur no more than sixty (10) days after the end date of this Agreement.

54. PAYMENT PROVISIONS

54.1. Right to Withhold Payment: The County expressly reserves the right to withhold payment in whole or in part when:

- the Contractor fails to submit documentation required by this Agreement sufficient to substantiate claims for payments;
- the Contractor fails to maintain its reporting obligations under this Agreement;
- claims for payments are inconsistent with the terms and conditions of this Agreement; or
- the Contractor breaches this Agreement or violates any city, county, state, or federal rule, regulation, or law.

54.2. Overpayments/Duplicate Payments: The Contractor ensures that services billed against this Agreement have not been paid by any other source. In the event the Contractor receives payment from another source, subsequent to receiving payment from the County, the Contractor shall promptly reimburse the County in the amount of the duplicate payment.

54.3. Reductions in Funding: The County expressly reserves the right to modify or terminate this Agreement if the funding it receives for contracted services is withdrawn, reduced, or limited. The County may reduce the level of services authorized or eliminate specific categories of services insofar as necessary to reflect any funding reductions or limitations. The County shall notify the Contractor promptly of any reduction or proposed reduction in funding. The Contractor agrees that, upon receipt of such notice, it shall take immediate, appropriate, and reasonable action to reduce its spending in the affected funding area so that the payments earned do not exceed the reduced funding level.

54.4. Recovery of Costs Claimed in Error: If the Contractor claims and the County reimburses for expenditures under this Agreement which the County later finds were (1) claimed in error or (2) not allowable costs under the terms of the Agreement, the County shall recover those costs and the Contractor shall fully cooperate with the recovery.

54.5. Reimbursement for Services: If the County requests in writing services that exceed those services outlined in this Agreement, then reimbursements of costs for such services shall be limited to an hourly rate of $24.00 per hour and shall not exceed the net total costs for the Supportive Services.

55. CERTIFICATION FILES INFORMATION: The Contractor shall provide current certification documentation when requested by the County. Documentation may include, but is not limited to, the Contractor's Board of Directors' roster, bylaws, organizational charts, job descriptions, policies and procedures, and licenses.

Benton Franklin Counties Domestic Violence Services **Exhibit A**
2023/24-HHAA-CAC
Benton County
January 1, 2023 to December 31, 2024

Expenses	Computation	Cost
Direct Services	**Direct Services** Rental Deposits, Rental Assistance up to 6 months of FMR, App Fees	$88,377.62
Operations	Case management support services $4,166.66 per month X 24 months	$125,000.00
Total		**$213,377.62**

Total Contract Amount: **$213,377.62**

Exhibit B

BENTON COUNTY WA

Partner Participation Agreement

The overall goal of the Housing Resource Center (HRC) provided by Benton County Department of Human Services (BCDHS) is to partner with community agencies in their efforts to decrease homelessness and reduce the time households spend in homelessness. In order for HRC to be successful and improve the experience of households in crisis seeking assistance, both HRC and participating agencies will commit to common performance expectations, to be carried out to the best of their availability.

As a HRC partner, you can expect the following service commitments from BCDHS HRC:

- Households referred by your agency to HRC will be treated with unconditional regard for their situation and scheduled for a screening within 3 business days of your referral.
- Households will be referred by HRC to the necessary housing and support services in a fair and equitable manner, without regard to the individual's race, national origin, ethnicity or gender.
- All households will be pre-screened based on your agency's specific criteria prior to receiving a referral to your agency. Criminal background checks will not be performed by HRC. HRC will contact your agency directly prior to referral, to ensure that there are no unforeseen reasons to expect the referral will be declined.
- HRC will provide households seeking assistance direct services including; navigator preliminary assessment of program qualifications and barriers, data entry into HMIS, emergency shelter/motel vouchers, homeless prevention and rapid re-housing to qualified households.
- Provide an ongoing committee forum to enable your agency to provide feedback regarding HRC performance, conflicts, as well as continually shape the HRC vision and scope of services provided.

As a HRC partner, your agency makes the following service commitments to the HRC:

- Provide HRC the list of qualification criteria for each of its programs (updated as needed).
- Update HRC weekly with program openings.
- Refer all households requesting homeless housing assistance to HRC.
- Identify a point of contact(s) for HRC to direct any referrals.
- Accept and confirm qualified referrals from HRC and provide explanation for referral refusals within 7 days of the households appointment.
- Update HMIS on a daily basis to show program availability.
- Work with BCDHS HMIS coordinator to resolve and improve data quality.
- Report on community needs, trends and resources that may impact HRC.
- Attend HRC housing provider/PAC meetings on a regular basis.

On behalf of Benton Franklin CAC I, Exective Director, am committed to supporting the success of HRC and its mission and will be an active agency partner with Benton County Department of Human Services Housing Resource Center.

Judith A Gidley 1/13/23
Agency Representative and Date

Deena Horton
Benton County Department of
Human Services Representative

Benton County
Dept. of Human Services
7102 W. Okanogan Pl., Ste. 201
Kennewick, WA 99336
Phone: (509) 783-5284
Fax: (509) 783-5981

Housing Resource Center Guidelines

Foundational Principles

- Belief in housing first concept
- Belief of Progressive Engagement and the idea of doing the least for each household rather than the most
- Belief that people are resourceful and can make it without us
- Belief in the consumer as the lead in the process (strength-based approach)
- A willingness to use a system-perspective
- Functions primarily as a centralized intake/triage approach for housing assessment and referral
- Identify and utilize information and strengths of each agency
- Establish role and utilization of HMIS
- Provide community education
- Be data driven
- Know best practice models and consider the best local adaptation

What HRC Does

- Assess clients for immediacy of need and place into appropriate program and/or service
- Assess clients risks of homelessness
- All clients screened for diversion
- Assess for level of need
- All programs that have unique eligibility requirements will be used to verify eligibility and appropriateness
- Provides services to the clients that meet the minimum points on the vulnerability/prioritization tool.
- Provides additional assessment/case management based on needs with an Intake Specialist.

HRC goals

- Reduce the time homeless
- Quick access to comprehensive information
- Household receives a successful referral

- Household has a clear understanding on the next step
- Decrease duplication of agency work to qualify household
- Decrease duplication of services to the same household
- Provide improved access to services

Pre-screen/Prioritization

The Housing Navigator responds to the household to determine:

- Presenting issues
- Special Populations: DV and Youth
- Housing Status: at risk, homeless or shelter assistance
- Income eligibility
- Provide diversion
- Provide Information
- Prioritization tool will be used. For clients 0-9 score there will be no intervention, and clients will be given other community resources and diversion techniques will be offered. For clients scoring 10 points or more on the tool they will be screened further for appropriate intervention.
- Clients scoring a 9 with extenuating circumstances can be staffed for potential over-ride. The reason for the over-ride will be documented on the tool by the supervisor.

Homeless & At Risk Definitions

Households are homeless if they are unsheltered or residing in a temporary housing program, as defined below.

Unsheltered Homeless:

Living outside or in a place that is not designed for, or ordinarily used as a regular sleeping accommodation for human beings, including a vehicle, park, abandoned building, bus or train station, airport, or campground.

Fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, human trafficking, or other dangerous or life-threatening conditions that relate to violence against the household member(s), including children, that have either taken place within the household's primary nighttime residence or has made the household member(s) afraid to return to their primary nighttime residence.

Sheltered Homeless:

Residing in a temporary housing program including shelters, transitional or interim housing, and hotels and motels paid for by charitable organizations or government programs.

Exiting a system of care or institution where they resided for 90 days or less AND who resided in an emergency shelter or place not meant for human habitation immediately before entering that system of care or institution.

Residing in a trailer or recreational vehicle that is parked illegally or in a location that is not intended for long-term stays (i.e. parking lots).

At Imminent Risk of Homelessness

Households are at imminent risk of homelessness if they will lose their primary nighttime residence (including systems of care or institutions) within 14 days of the date of application for assistance, AND no subsequent residence has been identified, AND the household lacks the resources or support networks needed to obtain other permanent housing.

Screening Process

For households who are determined to be homeless or at risk of homelessness, the intake specialist continues with a full assessment.

Step One Determines:

- Household Information
- Income/Housing Information
- Household Characteristics
- Housing Status
- Use the prioritization tool to see if client/household meets minimum criteria

Step Two Determines:

1. If the client does not meet minimum criteria:
    - Diversion techniques will be utilized
    - A community resource guide will be available to guide the client
2. If the client is at imminent risk:
    - Additional paperwork will be obtained
    - A referral will be made to an eviction prevention program (subject to available funds)
    - Partner agencies will notify the HRC worker within 7 days of the clients appointment to let the HRC staff know the outcome of the referral
    - Data will be entered into HMIS
3. If the client is homeless:
    - Barriers will be determined
    - Level of engagement will be determined
    - Additional paperwork will be obtained

- A referral will be made to a rapid rehousing program (subject to available funds)
- Partner agencies will notify the HRC worker within 7 days of the clients appointment to let the HRC staff know the outcome of the referral
- Data will be entered into HMIS

Applicants are seen on a first come / first served basis. Should there be multiple applicants for a single program opening, clients will then be prioritized for service. For example: (1) Chronically homeless (2) unsheltered literally homeless and then (3) sheltered literally homeless.

Direct Services Provided within HRC

Emergency Motel/Shelter Vouchers

Motel/Shelter vouchers can be issued only as a "last resort" for households that cannot stay at the Union Gospel Mission (UGM) and have no other resources available to them (subject to available funds).

- Motel/Shelter vouchers are limited to one week except under special circumstances
- Motel/Shelter vouchers will be issued to motels that have agreed to do business with Benton and Franklin County.
- Motel/Shelter vouchers will only be issued if the mission is full and/or the client cannot stay there due to mental/physical/medical problems and noted by the case manager. (subject to available funds)
- Priority for motel/shelter vouchers will be given to single fathers with children and families that have a boy over the age of 12 that cannot stay at the mission.

Homeless Prevention

Homeless prevention assistance applies to households facing eviction from their current residence and will be provided based on the Eligibility Criteria and a completed Rating Tool:

- Only households below 30% AMI
- Household must show an eviction notice that will result in their being homeless within 14 days of screening.
- Assistance is limited to the amount to prevent the eviction but cannot exceed 30 days of FMR for the unit size, unless otherwise approved by supervisor.
- Households living with family or friends are not eligible for prevention unless the host family is pending evicted (an eviction notice must be presented) due to overcrowding or the host family is on Section 8 housing and is able to show documentation of enrollment.

Rapid Re-Housing

Rapid re-housing assistance applies to households that are currently unsheltered homeless, fleeing violence, or living in a shelter or motel paid by a charitable or non-profit organization; and in need of first month rent and/or deposit.

- Household will need to show proof of homelessness by submitting a letter from a shelter, receipt from motel (paid for by a charitable or non-profit organization), 3rd party declaration or a self-declaration.
- Households will complete a full intake assessment to determine barriers and service needed.
- Households needing more than one month rent or deposit assistance will be screened and referred to additional programs if found eligible.
- Households will need to obtain housing which is suitable for the household size (based on occupancy guidelines) and budget.
- Households receiving assistance by HRC must have a reasonable sustainable plan to maintain housing on an ongoing basis and show proof of such without further assistance.

Occupancy Standards for Benton and Franklin Counties

Occupancy Standards for Benton and Franklin Counties are listed below. The standard can be evaluated on a case by case situation by the Housing Program Specialist.

Household Size	Unit Size Allowable
1 -2 persons	Studio
1-3 persons	One bedroom
4- 5 persons	Two bedroom
6-7 persons	Three bedroom
8+ persons	Four bedroom/Plus

Community Resources

HRC can provide community resources and referrals including the "Community Resource Guide" which is a comprehensive guide to services in Benton and Franklin Counties.

Referral Process

Clients whom are determined eligible will receive an assessment based on individual need. Referrals to agency partners will be made based on program eligibility. HRC staff monitor openings each day based on direct communication with partner agencies that routinely notify HRC staff of new openings as they become available. The process will include the following:

- Determine which program is most suitable and has a current opening
- Contact the agency to schedule an appointment for the referred household
- Within seven (7) business days after the scheduled appointment, the agency will notify HRC with the HRC Referral Letter outcome whether the client was accepted into the program or why the household was turned away. Programs must provide a qualifying reason to deny a referral.
- Client data and HMIS number will be shared with the referral agency

If an agency sends a client to HRC for prescreening and assessment and would like the client referred back to their program, the agency must submit this request in writing. If their program is the most suitable for the client, HRC will make every effort to honor the request.

Partner Agreements

Agency partner agreements will be required for all agencies receiving funds through Benton County Department of Human Services and any other community agency wanting to participate in the coordinated entry system. Agreements will include the following:

- Partnership agencies must make a good faith effort to serve clients who are referred by HRC
- Partnership agencies will notify HRC within seven (7) business days after the scheduled appointment if the client has been accepted into the program, or if a referral is turned away and provide an explanation
- Partnership agencies will send walk-in or phone inquiries to HRC for a prescreening

HMIS Data Collection and Entry

Accurate and timely HMIS data is essential to the success of the HRC. Each household receiving an assessment will be entered into HMIS using the universal data collection requirements by HRC. If a household is already part of the HMIS then their information will be updated by HRC.

- All information will be scanned into each household's HMIS profile.
- When a referral is made to a partner agency the HMIS household identifier will be provided so that the partner agency can have access to household data.
- When the partner agency accepts the household into their program then they need to update the HMIS showing program enrollment and services received.
- Audits of HMIS data entered by partner agencies are performed regularly.

System Evaluation

System evaluations will be performed annually, and the methods will include HMIS data, Department of Commerce Dashboard reports, and CEC feedback.

Changes to Guidelines

Benton County Department of Human Services may issue revised or new Guidelines at any time. Revised copies will be sent as they are published.

Contact Information

Deena Horton
Housing Program Specialist
Email: Deena.Horton@co.benton.wa.us
Phone: (509) 737-3953

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 28, 2023
Subject:	Execute Agreement #2023/24-HHAA-OXFORD with Oxford House, Inc.
Presenter:	
Prepared By:	Deena Horton, Program Specialist, DHS
Reviewed By:	Kyle Sullivan, DHS Manager

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

Type of Agenda Item:

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

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

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

Summary / Background Information

Benton County Department of Human Services would like to contract with Oxford House, Inc. to assist the County with meeting the goals of the Five-Year Homeless Housing Plan for Benton County to reduce homelessness.

The program will provide Direct Service Vouchers, a short-term financial assistance program, and Supportive Services, consisting of case management specific tasks.

Fiscal Impact

There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0154101 Homeless Housing and Assistance Fund, for a Consideration amount of $161,628.00.

Recommendation

- Sign the Resolution to accept the proposed Grant Agreement
- Approve the proposed Grant Agreement by signing all the copies where indicated

Suggested Motion

Consent Agenda

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

IN THE MATTER OF EXECUTING GRANT AGREEMENT #2023/24-HHAA-OXFORD BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND OXFORD HOUSE, INC., TO ASSIST THE COUNTY WITH MEETING THE GOALS OF THE FIVE-YEAR HOMELESS HOUSING PLAN TO REDUCE HOMELESSNESS

WHEREAS, Benton County Department of Human Services would like to contract with Oxford House, Inc. to assist the County with meeting the goals of the Five-Year Homeless Housing Plan for Benton County to reduce homelessness; and

WHEREAS, the program shall serve the County's homeless residents that are struggling with a substance use disorder, exiting a treatment facility or jail and who reside in Benton County and who are found to have met the program's eligibility and documentation requirements; and

WHEREAS, the program will provide Direct Service Vouchers, a short-term financial assistance program, and Supportive Services, consisting of case management specific tasks; **NOW THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed Grant Agreement; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign, on behalf of Benton County, Grant Agreement #2023/24-HHAA-OXFORD between Benton County Department of Human Services and Oxford House, Inc., to assist the County with meeting the goals of the Five-Year Homeless Housing Plan for Benton County to reduce homelessness, for a consideration amount of $161,628.00; and

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

Dated this . . . .day of . . . . . , 2023

_____
Chairman

_____
Chairman Pro Tem

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

Attest: _____
Clerk of the Board

cc: Human Services; Benton County Commissioners D. Horton

Benton County
DEPARTMENT OF HUMAN SERVICES
Grant Agreement #2023/24-HHAA – OXFORD

This Grant Agreement, hereinafter referred to as the "Agreement", is executed by and between **Benton County**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **Benton County Department of Human Services**, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "County"), and **Oxford House, Inc.**, a non-profit corporation organized under the laws of the state of Delaware and registered in the state of Washington, with its principal offices at 1010 Wayne Avenue, Suite 300 Silver Spring, MD 20910 (hereinafter "Contractor").

County's Contact Information/Authorized Representative:
Kyle Sullivan, Manager
Benton County
Department of Human Services
7102 W. Okanogan Place, Suite 201
Kennewick, WA 99336
Phone: (509) 783-5284
Fax: (509) 783-5981
E-Mail: Kyle.Sullivan@co.benton.wa.us

Contractor's Contact Information/Authorized Representative:
Kathleen Gibson, Chief Executive Officer
Oxford House, Inc.
1010 Wayne Ave, Ste 300
Silver Spring, MD 20910
Phone: (919) 395-8206
E-Mail: Contracts@oxfordhouse.org

Agreement Start Date ..... January 1, 2023
Agreement End Date ..... December 31, 2024
Unless this Agreement is terminated sooner as set forth herein.

Consideration..... Benton County $161,628

Exhibit A ..... Budget
Exhibit B ..... Partnership Participation Agreement
Exhibit C ..... Housing Resource Center Guidelines

By their signatures below, the parties agree to the terms and conditions of this Agreement and all documents attached or incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Agreement.

For the Contractor:

Kathleen Gibson
_____

Title: Chief Executive Officer Date 01/23/2023

For Benton County:

_____
Benton County Commissioners Date

_____
Attest: Clerk of the Board

Approved as to Content:

_____
Department of Human Services

Approved as to Form:

_____
Benton County Prosecutor's Office

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DEFINITIONS

1. DEFINITIONS

1.1. **Annual Point in Time Count or Washington Homeless Census** means an annual countywide census conducted as a collaborative effort by towns, cities, counties, community-based organizations, and state agencies, with the technical support and coordination of the Dept. of Commerce, to count and collect data on all homeless individuals in Washington.

1.2. **Benton County Resident** means an individual who has spent, at a minimum, 90 days in Benton County.

1.3. **Benton-Franklin HMIS Collaborative or the HMIS Collaborative** means a County administered, cooperative agreement of 2163 Homeless Housing and Assistance fund recipients and homeless service providers obtaining, sharing, and utilizing data for input into the Washington State HMIS operated by the Dept. of Commerce.

1.4. **CFR** means Code of Federal Regulations. All references in this Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation.

1.5. **Client or clients** means individuals who are eligible for services under this Agreement.

1.6. **Compliance With Fair Market Rent (FMR) and Occupancy Standards**: Contractor agrees to comply with all FMR, and occupancy standards set forth herein. FMR and occupancy standards are defined as gross rent estimates provided annually by HUD. They include the shelter rent plus the cost of all tenant-paid utilities, except telephones, cable or satellite television service, and internet service. HUD sets FMR to ensure that a sufficient supply of rental housing is available to housing program participants. To accomplish this objective, FMRs must be both high enough to permit a selection of units and neighborhoods and low enough to serve as many low-income families as possible. Occupancy standards are set by Benton County Department of Human Services according to Public Housing and HUD requirements and determine the size of a housing unit a household may occupy.

1.7. **Dept. of Commerce** means the Washington State Department of Commerce.

1.8. **Eligible Activities** for Homeless Housing and Assistance funds, as set forth in RCW 43.185C.050(2), are as follows:

- rental and furnishing of dwelling units for the use of homeless persons;
- costs of developing affordable housing for homeless persons, and services for formerly homeless individuals and families residing in transitional housing or permanent housing and still at risk of homelessness;
- operating subsidies for transitional housing or permanent housing serving formerly homeless families or individuals;
- services to prevent homelessness, such as emergency eviction prevention programs including temporary rental subsidies to prevent homelessness;
- temporary services to assist persons leaving state institutions and other state programs to prevent them from becoming or remaining homeless;
- outreach services for homeless individuals and families;
- development and management of local homeless plans including homeless census data collection; identification of goals, performance measures, strategies, and costs and evaluation of progress towards established goals;
- rental vouchers payable to landlords for persons who are homeless or below thirty percent of the median income or in immediate danger of becoming homeless; and

- other activities to reduce and prevent homelessness as identified for funding in the Benton and Franklin Counties' 5-Year Homeless Housing and Assistance Plan.

1.9. **Eligibility for Assistance – Definition of Homeless:** Households are homeless if they are unsheltered or residing in a temporary housing program, as defined below.

a. Living outside or in a place that is not designed for, ordinarily used as a regular sleeping accommodation for human beings, including a vehicle, park, abandoned building, bus or train station, airport or campground;
b. Fleeing or attempting to flee violence, dating violence, sexual assault, stalking, human trafficking, or other dangerous or life-threatening conditions that relate to violence against the household's members(s), including children, that have either taken place within the household's primary nighttime residence or has made the household member(s) afraid to return to their primary nighttime residence;
c. Residing in a temporary housing program including shelters, transitional or interim housing, and hotels and motels paid for by charitable organization or government programs;
d. Exiting a system of care of institution where they resided for 90 days or less AND who resided in an emergency shelter or place not meant for human habitation immediately before entering that system of care or institution;
e. Residing in a trailer or recreational vehicle that is parked illegally or in a location that is not intended for long-term stays (i.e., parking lots).
f. At Imminent Risk of Homelessness: Households are at imminent risk of homelessness if they will lose their primary nighttime residence (including systems of care or institutions) within 14 days of the date of application for assistance, AND no subsequent residence has been identified, AND the household lacks the resources or support networks needed to obtain other permanent housing.

1.10. **Eligibility Verification and Documentation** means all agencies that receive funds provided under this Agreement are required to maintain adequate documentation of clients' homelessness status to determine the eligibility of persons being served. The documentation is obtained from the participant or a third party at the time of the referral, entry, or intake. A self-declaration can be obtained if no third-party documentation is easily available. A copy of the documentation shall be maintained in the client file and shall be provided to County upon request.

a. **Short-term Shelter and/or Services Provided to Persons Living on the Street.** In this case, it is sufficient for the service provider to confirm and document that the persons served indeed reside on the street or are otherwise homeless.

b. **Long-term Emergency Shelter/Transitional Housing Provided to Persons Living on the Street or in Short-term Emergency Shelter.** Information shall be obtained verifying the client is living on the street or in a short-term emergency shelter. This information may include the names of organizations or outreach workers who have assisted the person in the past, whether the client receives any general assistance checks, and where the checks are delivered.

If a person is coming from transitional housing for homeless persons, the Contractor shall obtain written verification from the transitional housing facility, as well as written verification that the person was homeless prior to living in the transitional housing facility (see above for required documentation).

For persons from a short-term stay (up to 30 consecutive days) in an institution, who previously resided on the street or in an emergency shelter, the Contractor shall obtain written verification from the institution's staff that the participant has been residing in the institution for less than thirty-one (31) days and information on the previous living situation.

If a person is being discharged from a longer stay in an institution, the Contractor shall obtain evidence from the institution's staff that the client was being discharged within the week before receiving homeless assistance. The Contractor shall also obtain information on the income of the person, what efforts were made to obtain housing, and why, without the homeless assistance, the person would be living on the street or in an emergency shelter.

For persons fleeing violence, Contractor shall obtain written verification from the participant that he or she is fleeing a violent situation. If the person is unable to provide verification, the service provider may prepare a written statement about the person's previous living situation for him or her to sign and date.

1.11. **Family or Families** means individuals, of any age, living together in the same household and related by blood, marriage, adoption, or as a result of sharing legal custody of a minor child.

1.12. **HIPAA** means the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USCA 1320d-d8, and regulations enacted pursuant to its provisions, successor law, and/or regulation.

1.13. **Homeless Housing Plan** means the Benton and Franklin Counties' Ten-Year Homeless Housing Plan.

1.14. **Household** means a person or people, related or not, who occupy a housing unit or would occupy a housing unit if one were available.

1.15. **Housing Resource Center (HRC)** is a system that facilitates efficient connections to individuals with the best and most appropriate resources to prevent and decrease homelessness. The HRC uses a uniform intake and basic assessment tool that includes: collection of required HMIS data; evaluation of client housing and service needs; maintenance of current housing inventory and space availability; maintenance of a comprehensive waitlist, as needed; and eligibility screening for all partner agency housing and services.

1.16. **HUD** means the United States Department of Housing and Urban Development.

1.17. **Income Eligibility** means Only Benton County Residents, who are homeless or at risk (as that term is defined herein) and whose household qualifies as extremely low-income with an income at or below thirty (30) percent of the average area median incomes as established by HUD annually, or with an income at or below fifty (50) percent of the average area median incomes for families with children, are eligible to receive services under this Agreement.

1.18. **Long-term private or public housing** means subsidized and unsubsidized rental or owner-occupied housing in which there is no established time limit for habitation of less than two years.

1.19. **Monitoring** means a contractual review to determine compliance with the terms and conditions of this Agreement.

1.20. **Partner Agency Committee (PAC)** consists of all the HRC Partner Agencies. The PAC will meet on a quarterly basis to provide feedback on the program, resolve issues and conflicts, and suggest improvements for the program.

1.21. **Personal Information** is information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social

security numbers, driver's license numbers, other identifying numbers, and any financial identifiers.

1.22. **RCW** means the Revised Code of Washington. All references in this Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at http://app.leg.wa.gov/rcw/.

1.23. **Shall** means compliance is mandatory.

1.24. **Single Audit** means an audit that encompasses the entirety of the financial operations of the Contractor, and which meets the requirements prescribed by Federal Office of Management and Budget (OMB) guidelines. The OMB may be accessed at http://www.whitehouse.gov/omb/.

1.25. **Subcontractor** means any person, partnership, corporation, association, or organization, not in the employment of the Contractor, who has a subcontract agreement directly with the Contractor or a subsequent tier subcontract agreement with an intermediate subcontractor.

1.26. **Transitional housing** means a project that facilitates the movement of homeless individuals and families to permanent housing within a reasonable amount of time (usually 24 months). Transitional housing includes housing primarily designed to serve deinstitutionalized homeless individuals and other homeless individuals with mental or physical disabilities and homeless families with children.

1.27. **USCA** means the United States Code Annotated. All references in this Agreement to USCA chapters or sections shall include any successor, amended, or replacement regulation.

1.28. **Use as it relates to HIPAA or HMIS compliance** means, with respect to individually identifiable health or personal information, the sharing, employment, application, utilization, examination, or analysis of such information by an entity that maintains such information.

1.29. **Vulnerable Adult** means a person:

- Who is sixty (60) years of age or older and has the functional, mental, or physical inability to care for himself or herself or has been found to be incapacitated under Chapter 11.88 RCW; or
- Who has a developmental disability, as defined under RCW 71A.10.020; or
- Who has been admitted to a licensed facility, including boarding homes, nursing homes, adult family homes, residential habilitation centers, or any other facility licensed by the Washington State Department of Social and Health Services; or
- Who is receiving services from home health, hospice, or home care agencies licensed or required to be licensed under Chapter 70.127 RCW; or
- Who is receiving services from an individual provider, as defined under RCW 74.34.020.

1.30. **WAC** means the Washington Administrative Code. All references in this Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at http://app.leg.wa.gov/wac/.

1.31. **Washington homeless census** means an annual statewide census conducted as a collaborative effort by towns, cities, counties, community-based organizations, and state agencies, with the technical support and coordination of the Dept. of Commerce, to count and collect data on all homeless individuals in Washington.

1.32. **Washington State Homeless Management Information System (HMIS)** means a database of information about homeless individuals in the state used to coordinate resources to assist homeless clients to obtain and retain housing and reach greater levels of self-sufficiency or economic independence when appropriate, depending upon their

individual situations. The Dept. of Commerce is responsible for operating the statewide HMIS for counties that do not operate their own compliant system.

STATEMENT OF WORK

2. STATEMENT OF WORK

2.1. Benton County Homeless Housing and Assistance Program – Description: In consideration for the funding awarded in this Agreement, the Contractor agrees to assist the County with meeting the goals of the Five-Year Homeless Housing Plan for Benton and Franklin Counties to reduce homelessness as set forth below. The Contractor's activities are limited to those eligible activities identified in RCW 43.185C.050(2) and will be funded by the revenue source provided to the County pursuant to RCW 36.22.179(1). This Program shall serve the County's homeless, who have resided in Benton County at least 90-dayst prior to applying for services, and who are found to meet the program's eligibility and documentation requirements.

2.2. Rapid Rehousing/Homeless Prevention Direct Service Vouchers: In accordance with RCW 43.185C.050, the Contractor shall provide direct financial assistance in the forms listed below to eligible Benton County residents. Upon incurrence of such costs, the Contractor may request reimbursement from the County by submitting the information required for the amount of such financial assistance provided during the term of this Agreement. The total amount of direct financial assistance provided cannot exceed the amount equivalent to one hundred eighty (180) days of Fair Market Rent per household served. The financial assistance that Contractor may provide eligible persons through Direct Service Vouchers are:

- Up to one hundred eighty (180) days total of rent subsidies based on the Fair Market Rent per household served on a graduated subsidy model to provide temporary rental assistance in order to obtain shelter for program participants. Rental vouchers payable to landlords for persons who are homeless and meet the income eligibility requirements. Any assistance over 180 needs to be approved by the county in writing.
- Rental in arrears up to 3 months to keep household from becoming evicted.
- Rental application vouchers to assist clients in obtaining permanent housing.
- Security deposits for program participants each for an amount up to the equivalent of two months' rent.
- Utility deposit in order for clients to move into a new unit.

2.3 Eligible Supportive Services Expenses: In accordance with RCW 43.185C.050 and as identified within the Five-Year Homeless Housing Plan for Benton County, the Contractor shall provide a reasonable level of direct supportive services to the Counties' eligible direct services recipients. The Contractor may request reimbursement from the County by submitting the information required for the amount of such supportive services provided during the term of this Agreement. Supportive Services shall be reported for billing in an incremental standard of fifteen (15) minutes. Documentation of each supportive service encounter must be sufficient in content to support the reported length of service.

The Contractor may provide eligible persons the following supportive services:

- Personnel performing case management directly related to assisting clients with obtaining and/or maintaining housing which shall consist of intake, eligibility screening, and need assessments to eligible program participants.
- Personnel assisting clients with obtaining other services (food, childcare, counseling, etc.).
- Brief follow-up client contact to assess the need for additional services and/or the effectiveness of previous program efforts and documentation of program outcomes

3. **DUPLICATION OF SERVICES:** None of the work done pursuant to this Agreement may duplicate, in form or function, any work or services already being done or provided by the Contractor pursuant to any other contract or agreement Contractor has in place with any governmental or quasi-governmental local, state, nation, or international entity.

PERFORMANCE GOALS AND OUTCOMES

4. **PERFORMANCE GOALS:** The performance goals for the Benton County Homeless Housing and Assistance funds are:
   - to provide supportive services to eligible Benton County clients;
   - to support County efforts in meeting the goals of the Benton and Franklin Counties Five-Year Homeless Housing Plan; and
   - to decrease homelessness in Benton County.

5. **OUTCOME EVALUATION:** Program outcomes will be monitored and tracked against the HMIS database reports with the monthly billing.

REPORTING AND DELIVERABLES

6. **THE WASHINGTON STATE HMIS:** The Contractor shall provide client information on an ongoing basis, and with each monthly bill submitted on or before the 10th of each month, provide a HMIS print-out of clients served. The Contractor will participate in the HMIS Collaborative and the Data Sharing Agreement and allow the County access to client level data. The Contractor will enter all client information into the HMIS on an ongoing basis. The Contractor will exit client information from the HMIS on a timely basis.

7. **MONTHLY REPORTING:** The Contractor shall provide the following written reports, in a format prescribed or approved by the County, to the County on or before the 10th of the month following each month of service delivery:

   7.1. Supportive Service Report:

   - HMIS documentation submitted with monthly billing

SPECIFIC TERMS AND CONDITIONS

8. **ACCESS TO CHILDREN, DISABLED PERSONS, AND VULNERABLE ADULTS:** The Contractor shall prohibit any staff or volunteers with a criminal conviction set forth in RCW 43.43.830 from having access to children, developmentally disabled persons, or vulnerable adults in the course of providing the services under this Agreement. The Contractor must conduct a background check for all applicants for staff or volunteer positions who have unsupervised access to children, developmentally disabled persons, or vulnerable adults. The Contractor shall immediately report to the County any allegations/arrests identified in the background checks. If it becomes known to the Contractor, or the Contractor has reason to believe that an applicant has or may have a disqualifying conviction or finding as described in RCW 43.43.842, subsequent to the completion date of their most recent criminal background inquiry, the Contractor shall immediately report that finding to the County and immediately remove and thereafter restrict the employee or volunteer from providing services to children, developmentally disabled persons, or vulnerable adults unless otherwise granted written permission by the County's Authorized Representative.

9. **CLIENT ELIGIBILITY REQUIREMENTS**

a. **Client Eligibility**: Only Benton County residents who meet the income eligibility criteria and definitions of homelessness criteria shall be eligible for client services under this Agreement, unless otherwise approved in writing by the County.

b. **Eligibility Verification and Documentation**: County residency, homelessness status verification, and income eligibility status must be verified by the Contractor for program participants prior to billing for services. Income and homelessness status verification should be verified by a third party or self-declared. Self-declarations must be completed, signed and dated by agency staff. Self-declarations should be used only when written third-party verification cannot be obtained. A copy of each participant's verification documentation shall be kept in the participant's file.

10. CLIENT FILES: All client files shall include:
- Client intake/evaluation, including the initial housing stability plan. The plan shall include goals and objectives as to how the goals will be met. All plans shall contain a timeline in which the goals are expected to be met and indicate whether they have been achieved;
- Written progress notes that describe services provided and the staff's involvement in assisting the client in meeting the goals of their plan. Notes shall be entered for each client and include the purpose of the service, dates, duration of service, and the staff's name. Notes shall be legible;
- Correspondence related to each client;
- Verification and documentation of each client's eligibility for residency, homelessness status, and income;
- Proof of payments made on client's behalf;
- HMIS consent form;
- Verification and documentation that each client's rights, including what services and benefits may be expected from the program and the client, have been explained to the client;
- Verification and documentation that the agency's grievance policy/procedure has been explained to the client; and
- For rental assistance, verification and documentation of a lease agreement.

11. CLIENT RIGHTS

11.1. Grievance Policy: The Contractor shall implement and follow a grievance policy for clients that:
- is approved by the County;
- is explained to participants and, if necessary, to a family member, legal representative, or advocate;
- provides a mediation process using someone who is unaffected by the outcome if conflicts remain unresolved; and
- produces an outcome that shall be documented in the client file.

11.2. Client Rights: The Contractor shall inform clients of their rights, what services and benefits may be expected from the program, and the program's expectations of them. If necessary, the participant's family, legal representative or advocate is also informed.

11.3. Individual Rights: The Contractor shall implement and follow policies and procedures that protect individual rights regarding participant abuse, rights to privacy, and respectful staff-to-participant interactions.

12. INTERAGENCY COOPERATION: Contractor agrees to participate with other agencies, as requested by the County, in the provision of services under this Agreement.

13. ORGANIZATIONAL DESIGN: The Contractor shall document:
- a written Performance Plan that describes the plan's mission, program objectives, expected outcomes, and how and when objectives will be accomplished, and that the plan is evaluated at least biennially and revised based on actual performance;

- how staff training, experience, and expertise relate to the needs of participants and the program's mission;
- that it is able to account for and manage public funds;
- an administrative/organizational structure that clearly defines responsibilities; and
- that it involves participants in policy development and the impact this has had on the program.

14. OTHER REQUIREMENTS:

14.1. Services and Activities to Minorities and Diverse Populations: All services and activities provided by the Contractor under this Agreement shall be designed and delivered in a manner sensitive to the needs of all minorities. The Contractor shall work toward improving access, retention, and cultural relevance of treatment, prevention or other appropriate services for minorities and other diverse populations in need of treatment, and work toward strengthening working relationships with other agencies serving these populations.

14.2. Participation in the Housing Resource Center: The Contractor shall participate with Benton County Department of Human Services in the Housing Resource Center. Accordingly, Contractor shall enter into a Partner Participation Agreement with the Department of Human Services as set forth by the Partner Participation Agreement (Exhibit B, attached hereto and incorporated herein by reference) and shall designate an individual in its organization to be part of the Benton County Department Human Services Partner Agency Committee (PAC). Contractor shall follow the Housing Resource Center Guidelines set forth by Exhibit C, which is attached hereto and incorporated herein by reference.

14.3. Subcontractor Monitoring and Risk assessment: The Contractor will comply with the annual on-site monitoring and risk assessment. The County reserves the right to monitor and review files at any time besides the annual review when deemed necessary.

GENERAL TERMS AND CONDITIONS

15. **AMENDMENT:** This Agreement, or any term or condition, may be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.

16. **ASSIGNMENT/DELEGATION/SUBCONTRACTING:** The Contractor shall not assign, delegate, or subcontract any portion of the contracted services, except as specifically provided by this Agreement, without obtaining prior written approval from the County's Authorized Representative. Assignment, delegation, or subcontracting without prior written approval by the County shall constitute a substantial breach of this Agreement.

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 Agreement.

17. **AUDIT REQUIREMENT:** The Contractor shall have an independent review or independent audit performed at least once every biennium based upon the fiscal year of the Contractor. Each audit shall cover the entire operation of the Contractor. The independent review or audit shall reasonably assure the County that the Contractor is financially stable, and that the Contractor has established and maintains an adequate system of internal control to ensure the efficient, proper processing of, and use of, contract funds. The Contractor shall provide a copy of the independent review report or independent audit to the County within 180 days following the end of the independent review/audit period. For purposes of this section, if so agreed by the parties, an annual on-site monitoring visit by the County may constitute an independent review.

a. **Correction Actions:** The Contractor shall take whatever corrective action is required by the County to mitigate risk or resolve outstanding audit findings within time periods established by the County.

b. **Single Audit:** If the Contractor is subject to OMB Circular A-133, the Contractor shall comply with applicable OMB circular A-133 audit requirements and perform any corrective actions identified in the audit findings per A-133 requirements.

18. Subcontractor Monitoring and Risk assessment

18.1. The Contractor will comply with the annual on-site monitoring and risk assessment. The County reserves the right to monitor and review files at any time besides the annual review when deemed necessary.

19.

20. COMPLIANCE WITH APPLICABLE LAW: At all times during the term of this Agreement, the Contractor shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, non-discrimination laws and regulations.

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

21. COMPLIANCE WITH HIPAA: If the Contractor requests or requires Protected Health Care Information for consideration of eligibility, or any other reason, it will at all times during the term of this Agreement, implement policies and procedures to safeguard and maintain any forms of protected health information in accordance with the requirements of state and federal law, and particularly the provisions of the Health Insurance Portability and Accountability Act. The Contractor shall not request or require program applicants to sign uncompleted forms requesting healthcare information (blank releases of information).

22. COMPLIANCE WITH DEPT. OF COMMERCE HMIS STANDARDS: At all times during the term of this Agreement, the Contractor shall implement policies and procedures to safeguard and maintain protected personal information in accordance with the requirements of state and federal law, and particularly the provisions of the Dept. of Commerce requirements for the HMIS utilized by the County.

Confidentiality for Victims of Domestic Violence or Other Revealing Information Regarding HIV/AIDS status: In fulfilling HMIS duties for this Agreement, the Contractor shall uphold the disclosure and storage parameters of personal information as found in RCW 70.24.105 and RCW 70.123.076.

23. CONFIDENTIALITY: The parties to this Agreement shall use Personal Information and other information gained only for the purposes of this Agreement. The Contractor shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information, without prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other information gained by reason of the Agreement and shall return or certify the destruction of such information if requested in writing by the party to the Agreement that provided the information.

The Contractor understands that as a public entity, the County is subject to the Public Records Act (RCW 42.56.020) which mandates the release of most public records held for any purpose. The Contractor understands that any written record (including electronically stored records) which it submits to the County including, but not limited to, descriptions of work, client files, billings and correspondence, may be subject to the Public Records Act and if requested by a member of the public, will be disclosed by the County if mandated by the Public Records Act. Provided, however, that the County will not disclose any records that are protected by a statutory scheme (e.g., the Health Information Portability and Accountability Act) or case law. Accordingly, Contractor agrees that

to the extent it feels that any of the written records it submits to the County are confidential, proprietary, or otherwise protected from disclosure under the Public Records Act, it will prominently designate the record(s) as such on their face. To the extent that the County receives a Public Records Act request for any written records which have been designated as confidential or proprietary, it will take all reasonable steps to contact Contractor as soon as possible and advise of the request so that Contractor can request a court order protecting the record(s). Contractor also hereby waives any and all rights to recover damages against the County for any records released pursuant to the Public Records Act.

24. **DEBARMENT CERTIFICATION:** The Contractor, by signature to this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal department or agency. The Contractor shall not employ any person or contract with any person or agency excluded from participation in federal health care programs or debarred or suspended per this Agreement.

25. **ENTIRE AGREEMENT:** This Agreement, including all documents attached to or incorporated by reference, contains all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties.

26. **GOVERNING LAW AND VENUE:** This Agreement has been and shall be construed as having been made and delivered within the State of Washington and this Agreement shall be governed by the laws of the state of Washington both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in the courts of competent jurisdictions in Benton County, Washington.

27. **HEADINGS AND CAPTIONS:** The headings and captions used in this Agreement are for reference and convenience only, and in no way define, limit, or decide the scope or intent of any provisions or sections of this Agreement.

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

    In 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 benefits 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. By executing this Agreement, 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 Agreement the Contractor makes with any subcontractor or agent performing work hereunder. Contractor's obligations under this Section 13 shall survive termination and expiration of this Agreement.

    The Contractor's obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from actions, 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.

29. **INDEPENDENT STATUS:** For purposes of this Agreement, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of the County or the State of Washington. Neither the Contractor, nor any of the Contractor's employees may hold themselves out as or claim status as an officer, employee, or agent of the Benton County Department of Human Services, the State of Washington, or the County. Neither the Contractor, nor any of the Contractor's employees may claim for themselves any rights, privileges, or benefits that would accrue to an employee of the State of Washington or the County. The Contractor shall indemnify and hold harmless Benton County and the Benton and County Department of Human Services for all obligations to pay or withhold federal or state taxes or contributions or any other payroll deductions on behalf of the Contractor or the Contractor's employees.

30. **INSURANCE.** Prior to commencement of services under this Agreement, Contractor shall submit to the County certificates of insurance or certified copies of insurance policies and endorsements, if requested by the County, for the coverage required below and shall maintain the same type and amount of coverage as is currently in effect for the life of this Agreement. Each insurance certificate shall provide that coverage will not be canceled or reduced below the contractual amounts stated herein without forty-five (45) days prior to notice to the County. Contractor shall maintain at Contractor's sole expense unless otherwise stipulated, the following insurance coverages, insuring the County and its elected and appointed officials, employees, and agents as required herein.

    The Contractor shall not commence work under this Agreement until the Contractor has obtained all insurance required under this paragraph and such insurance has been approved by the County.

    All insurance policies shall be issued by companies authorized to do business under the laws of the state of Washington unless an exception is given in writing by the County's Authorized Representative. All insurance to be maintained by the Contractor, other than Professional Liability and Workers' Compensation, shall specifically include the County as an "Additional Insured" and shall not be reduced or canceled without forty-five (45) days prior written notice to the County. The Contractor's insurance coverage shall be primary insurance with respect to the County and its elected and appointed officials, employees, and agents. Any insurance or self -insurance maintained by the County or its elected and appointed officials, employees, or agents shall be excess of the Contractor's insurance and shall not contribute to it.

    Liability coverage, except Professional Liability, shall be written on an Occurrence policy form. If coverage is Claims Made form, the Retroactive Date shall be prior to or coincident with the date of this Agreement, and the policy shall state that coverage is Claims Made and state the Retroactive Date. Should Claims Made be the only option, a minimum of three (3) year tail coverage shall be maintained after the expiration of the Agreement.

29. **Commercial General Liability Insurance:** The Contractor shall maintain, during the life of this Agreement, Commercial General Liability Insurance (Policy Form CG0001, or equivalent) to protect the County from claims for damages for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this Agreement, whether such operations are by the Contractor or by anyone directly employed by or contracting with the Contractor.

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

30. **Commercial General Liability Insurance Policy:** The Contractor shall maintain an endorsement naming the County as Additional Insured (Policy Form CG2010) and an endorsement that specifically states the Commercial General Liability Insurance shall be primary, and not contributory, with any other insurance maintained by the County.

    The policy shall be endorsed to include stop gap employer's liability 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

31. **Automobile Liability Insurance:** The Contractor shall maintain, during the life of this Agreement, Commercial Auto Liability Insurance (Policy Form CA0001, or equivalent) in the amount of $1,000,000 Bodily Injury and Property Damage per combined single limit to protect the Contractor from claims which may arise from the performance of this Agreement, whether such operations are by the Contractor or by anyone directly or indirectly employed by the Contractor. Covered autos shall be designated as "Symbol 1" any auto if commercial auto liability is applicable.

32. **Workers' Compensation Insurance:** The Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. The Contractor shall submit a copy of its certificate of coverage from the Washington State Department of Labor and Industries prior to the commencement of work.

33. **Industrial Insurance Waiver:** With respect to the performance of this Agreement and as to claims against the County and its officers, agents, and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend, and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor against the County. However, Contractor's waiver of immunity by the provisions of this section extend only to claims against Contractor by the County and does not include or extend to claims by Contractor's employees directly against Contractor. This waiver is mutually negotiated by the parties to this Agreement.

34. **Professional Liability Insurance:** Prior to the start of work, the Contractor will secure and maintain at its own expense Professional Liability Insurance in an amount of not less than $1,000,000 per claim and in the aggregate. If coverage is Claims Made, the retroactive date shall be prior to or coincident with the date of this Agreement. The policy shall state that coverage is claims made and state the retroactive date. Claims Made form coverage shall be maintained by the Contractor for a minimum of three (3) years following the termination of this Contract, and the Contractor shall annually provide the County with proof of renewal.

35. **NOTICES:** Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the address and Authorized Representative set out on the face page of this Agreement. Notice may also be given by facsimile or e-mail to the Authorized Representative with the original 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 facsimile or e-mail, service shall be effective at the beginning of the next working day.

36. **ORDER OF PRECEDENCE:** In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved the giving precedence in the following order:

    a. Applicable federal, state, and local law, regulations, rules, and ordinances.
    b. This Agreement, including all documents attached to or incorporated by reference.

37. **OWNERSHIP OF MATERIAL:** Material created by the Contractor and paid for by the County as part of this Agreement, including all copyright and other intellectual property rights associated with such material, shall be owned by the County and shall be "works for hire" as defined by Title 17 USCA, Section 101. This material includes but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Any materials produced as a result of the County's funding shall display the County's name appropriately. Material which the Contractor uses to perform this Agreement, but which is not created for or paid for by the County, is owned by the Contractor, however, the County shall have a perpetual license to use this material for the County's internal purposes at no charge to the County.

38. **PROHIBITION OF POLITICAL ACTIVITIES:** No funds, material, property, or contracted services provided under the terms of this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

39. **RECORDS MAINTENANCE AND INSPECTION:** For six (6) years, unless otherwise stated herein, following the termination of this Agreement, the Contractor shall maintain records in their original form that are sufficient to:

- Document the performance of all acts required by law, regulation, or this Agreement;
- Substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance;
- Demonstrate accounting procedures and practices which sufficiently and properly document the Contractor's billings to the County and all expenditures made by the Contractor to perform as required by this Agreement;
- Ascertain those personnel policies, procedures, and practices are in compliance with this Agreement; and
- Ascertain that all taxes and insurance required by state and federal law and this Agreement were paid by the Contractor.

39.1. Right of Inspection: The Contractor shall give access to its facilities and records to the County and its officers, employees, and agents, and to any other authorized officer, employee, or agent of the State of Washington or the United States at all reasonable times. Authorized persons shall have the right to examine the Contractor's performance and financial records and to perform other activities to determine the Contractor's compliance with the terms of this Agreement. The County may give the Contractor reasonable notice of monitoring, auditing, observation, and other visits by its officers and employees to the Contractor's place(s) of business; however, the Contractor may also be subject to unannounced site inspections, as necessary. The Contractor's failure to provide access to offices or records upon reasonable notice, as required by this section, shall constitute a substantial breach of this Agreement.

39.2. Notice of Inspections: The Contractor shall verbally notify the County immediately of any inspections, audits, accreditation, or program reviews of services by any individual, agency, or governmental unit. The Contractor shall promptly provide the County with copies of any written reports of such inspections, audits, accreditation, or program reviews upon request.

39.3. 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 Article 20 of this Agreement may be of evidentiary value; the County will 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 are in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out above in Article 20.

39.4. Audit Clarification: In the event that the County desires clarification in any way related to an audit or inspection of Contractor's books, records, or office, to determine whether Contractor is acting in compliance with this Agreement or federal, state, or local law, the County may request, in writing, that Contractor provide further clarification on any issue, or that Contractor provide certain books or records meeting certain criteria. If Contractor receives such a notice, Contractor shall cooperate in providing the requested information, books, or records, by the date and time noted in the request. Failure to respond, evasive responses, or incomplete responses shall constitute a substantial breach of this Agreement. The Contractor shall respond within (5) business days, excluding weekends and holidays.

40. **REDUCTION/SUSPENSION OF SERVICES:** The Contractor shall provide the County with prompt notification of any discontinuance or suspension of or significant reduction in any category of services

provided by this Agreement or any change in location of the provision of such services. Said changes shall only be made in accordance with the provisions of this Agreement.

41. **RELATIONSHIP OF THE PARTIES:** The Benton County Department of Human Services shall be the representative of the County with full authority for administering and overseeing the performance of this Agreement. Whenever, in this Agreement, provision is made for the Contractor to contact or give notice to the County or provide it with documents, reports, voucher claims, or any other information, or for the County to give notice to the Contractor to review, inspect, observe, or audit this Contractor's contracted services, facilities, programs, or records, the term "County" shall mean the Department of Human Services.

    The Contractor agrees to immediately remove any of its employees or agents from their assignment to perform services under this Agreement upon receipt of a written request to do so from the County's Authorized Representative, or his designee.

42. **SEVERABILITY:** The provisions of this Agreement are severable. If any court holds any provision of this Agreement, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions of this Agreement.

43. **SURVIVABILITY:** The terms and conditions contained in this Agreement, which by their sense and context, are intended to survive the expiration of this Agreement shall so survive. Surviving terms include but are not limited to: Confidentiality; Indemnification and Hold Harmless; Inspection; Maintenance of Records; Ownership of Material; Termination for Default; Termination Procedure; and Treatment of Property.

44. **TERMINATION DUE TO CHANGE IN FUNDING:** If the funds upon which the County relied to establish this Agreement are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the County may immediately terminate this Agreement by providing written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

45. **TERMINATION FOR CONVENIENCE:** Either party may terminate this Agreement in whole or in part, for any reason, by giving at least thirty (30) calendar day's written notice. In the event of termination, each party shall be responsible only for performance rendered in accordance with the terms of this Agreement prior to the effective date of termination. The Contractor shall assist in the orderly transfer/transition of the clients served under this Agreement.

46. **TERMINATION FOR DEFAULT:** The County may terminate this Agreement for default, in whole or in part, by written notice to the Contractor, if the County has a reasonable basis to believe that the Contractor has:
    a. Failed to meet or maintain any requirement for contracting with the County;
    b. Failed to perform under any provision of this Agreement;
    c. Failed to ensure the health or safety of any client for whom services are being provided under this Agreement;
    d. Violated any law, regulation, rule, or ordinance applicable to the services provided under this Agreement; and/or
    e. Otherwise breached any provision or condition of this Agreement.

    Before the County may terminate this Agreement for default, the County shall provide the Contractor with a ten (10) day written notice of the Contractor's noncompliance and provide the Contractor a reasonable opportunity to correct the Contractor's noncompliance. If the Contractor does not correct the Contractor's noncompliance within the ten (10) day period of time specified in the written notice of noncompliance, the County may then immediately terminate the Agreement. However, the County may terminate the Agreement for default without such written notice and without opportunity for correction if the County reasonably believes that a client's health or safety may be jeopardy, or if the Contractor has violated, or is alleged to have violated, as determined by the County, any law, regulation, rule, or ordinance applicable to the services provided under this Agreement.

47. **DISPUTES:** Disputes between the Contractor and the County, arising under and by virtue of this Agreement, 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 Authorized Representative or designee. All rulings, orders, instructions, and decisions of the County's Authorized Representative shall be final and conclusive, subject to Contractor's right to seek judicial relief.

48. **PROCEDURE UPON TERMINATION OR EXPIRATION OF AGREEMENT:** The following provisions apply in the event this Agreement is terminated or expires:

41.1. Cease Performance: The Contractor shall cease to perform any services required by the Agreement as of the effective date of termination or expiration and shall comply with all reasonable instructions contained in the notice of termination or expiration which are related to the transfer of clients, distribution of property, and termination or expiration of services.

41.2. Delivery of Assets: The Contractor shall immediately deliver to the County's Authorized Representative (or to his or her successor) listed on the first page of this Agreement, all of the County's property in the Contractor's possession, including any materials created under the Agreement. If the Contractor fails to return the County's property within ten (10) working days of the effective date of termination or expiration of this Agreement, the Contractor shall be charged with all reasonable costs of recovery, including transportation. The Contractor shall protect and preserve any property of the County that is in the Contractor's possession pending its return to the County. Nothing in this paragraph shall limit the County's rights or remedies pursuant to this Agreement or law.

41.3. Payment of Services: The County shall be liable for and shall pay for only those services authorized and provided through the date of termination or expiration. The County may pay an amount mutually agreed upon by the parties for partially completed work and services, if usable by the County.

41.4. Final Payment: If the County terminates this Agreement for default on the part of the Contractor, the County may withhold some or all of the final payment to the Contractor that the County determines necessary to protect the County from loss or additional liability. In addition to these remedies, the County shall be entitled to remedies available at law, in equity, or under this Agreement. If it is later determined that the Contractor was not in default, the Contractor shall be entitled to all remedies available at law, in equity, or under this Agreement.

41.5. Transition: In the event that this Agreement is terminated or expires, Contractor shall assist in the orderly transition of clients and records to a new provider or to the County, at the County's direction. This includes, at a minimum, transferring client files to new providers at the request of the provider, the client, or County, advising clients of how to contact new provider(s), and not taking any action that would interfere with a client's choice of new provider or relationship with access to a new provider.

49. **TREATMENT OF CLIENT PROPERTY:** Unless otherwise provided in this Agreement, the Contractor shall ensure that any adult client receiving services from the Contractor under this Agreement has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under the age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or, expiration of completion of this Agreement, the Contractor shall immediately release to the client and/or the client's guardian or custodian all of the client's personal property.

50. **TREATMENT OF PROPERTY:** Title to all property purchased or furnished by the County for use by the Contractor during the term of this Agreement shall remain titled to the County. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by the

County under the Agreement shall pass to and vest in the County. The Contractor shall protect, maintain, and ensure all County's property in its possession against loss or damage and shall return the County's property to the County within ten (10) working days of Agreement termination or expiration.

51. **WAIVER:** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed as a modification of the terms and conditions of this Agreement unless amended as set forth in the Amendment provisions of this Agreement. Only the County, or its designee, have the authority to waive any term or condition of this Agreement on behalf of the County and such waivers shall only be effective if they are in writing and signed by the County's Authorized Representative, or designee. The failure of the County to insist upon the strict performance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

CONSIDERATION AND PAYMENT PROVISIONS

52. **CONSIDERATION:** The County shall reimburse the Contractor for reasonable costs associated with the performance of the activities described in the Statement of Work provisions of this Agreement and in accordance with Exhibit A, which is attached hereto and incorporated herein by reference. The maximum consideration for services provided shall be as follows:

    52.1. Supporting documentation is required to be submitted with County invoice for all reimbursement requests. (Ledgers, receipts, HMIS reports, etc.)

    52.2. **RAPID REHOUSING/EVICTION PREVENTION**

    a. **Direct Service Vouchers – Rapid Rehousing/Eviction Prevention** are eligible for reimbursement for direct expenses provided during each month between January 1, 2023 and December 31, 2024. Rapid Rehousing eligible expenses shall not exceed $78,700.00 and Eviction Prevention eligible expenses shall not exceed $45,912.00. Direct Service expenses shall not exceed a total of $124,612.00 during the term of this Agreement.

    b. **Program Supportive Services** eligible for reimbursement may be billed at no more than $2,364.00 per month between January 1, 2023 and December 31, 2024 and shall not exceed a total of $28,368.00 during the term of this Agreement.

    c. **Administrative Costs** eligible for reimbursement may be billed at five percent (5%) of the total amount of Direct Service Vouchers and Program Supportive Services expenses in each month between January 1, 2023 and December 31, 2024 and shall not exceed a total of $7,648.00 during the term of this Agreement.

    d. **Transportation Services** eligible for reimbursement and may be billed at no more than $1,000.00 in each month between January 1, 2023 and December 31, 2024 during the term of this Agreement.

53. **BILLING PROCEDURES:** The Contractor shall submit written claims for payments earned on the appropriate forms provided by the County. All claims must be accompanied by the appropriate HMIS report and supporting documentation. All claims must be submitted by the 10th day of each month for services provided the prior month. The County will pay the Contractor with County warrants or request further verification documentation within thirty (30) days following receipt of timely claims for payment. Claims submitted after the 10th of the month may not be eligible for reimbursement. The

final billing for services against this Agreement shall occur no more than sixty (10) days after the end date of this Agreement.

54. PAYMENT PROVISIONS

54.1. Right to Withhold Payment: The County expressly reserves the right to withhold payment in whole or in part when:

- the Contractor fails to submit documentation required by this Agreement sufficient to substantiate claims for payments;
- the Contractor fails to maintain its reporting obligations under this Agreement;
- claims for payments are inconsistent with the terms and conditions of this Agreement; or
- the Contractor breaches this Agreement or violates any city, county, state, or federal rule, regulation, or law.

54.2. Overpayments/Duplicate Payments: The Contractor ensures that services billed against this Agreement have not been paid by any other source. In the event the Contractor receives payment from another source, subsequent to receiving payment from the County, the Contractor shall promptly reimburse the County in the amount of the duplicate payment.

54.3. Reductions in Funding: The County expressly reserves the right to modify or terminate this Agreement if the funding it receives for contracted services is withdrawn, reduced, or limited. The County may reduce the level of services authorized or eliminate specific categories of services insofar as necessary to reflect any funding reductions or limitations. The County shall notify the Contractor promptly of any reduction or proposed reduction in funding. The Contractor agrees that, upon receipt of such notice, it shall take immediate, appropriate, and reasonable action to reduce its spending in the affected funding area so that the payments earned do not exceed the reduced funding level.

54.4. Recovery of Costs Claimed in Error: If the Contractor claims and the County reimburses for expenditures under this Agreement which the County later finds were (1) claimed in error or (2) not allowable costs under the terms of the Agreement, the County shall recover those costs and the Contractor shall fully cooperate with the recovery.

54.5. Reimbursement for Services: If the County requests in writing services that exceed those services outlined in this Agreement, then reimbursements of costs for such services shall be limited to an hourly rate of $24.00 per hour and shall not exceed the net total costs for the Supportive Services.

55. CERTIFICATION FILES INFORMATION: The Contractor shall provide current certification documentation when requested by the County. Documentation may include, but is not limited to, the Contractor's Board of Directors' roster, bylaws, organizational charts, job descriptions, policies and procedures, and licenses.

Oxford House Inc. **Exhibit A**
2023/24-HHAA-OXF
Benton County
January 1, 2023 - December 31, 2024

Rental Assistance	Computation	Cost
Rapid Rehousing	Up to 3 months of rental assistance at FMR	$78,700.00
Eviciton Prevention	Up to 3 months of rental assistance at FMR	$45,912.00
Program Support Services	Case management support services - $2,364.00 per month x 24 months	$28,368.00
Administration	5% of operations and program support services	$7,648.00
Transportation		$1,000.00
Total		$161,628.00

Exhibit B

BENTON COUNTY WA

Partner Participation Agreement

The overall goal of the Housing Resource Center (HRC) provided by Benton County Department of Human Services (BCDHS) is to partner with community agencies in their efforts to decrease homelessness and reduce the time households spend in homelessness. In order for HRC to be successful and improve the experience of households in crisis seeking assistance, both HRC and participating agencies will commit to common performance expectations, to be carried out to the best of their availability.

As a HRC partner, you can expect the following service commitments from BCDHS HRC:

- Households referred by your agency to HRC will be treated with unconditional regard for their situation and scheduled for a screening within 3 business days of your referral.
- Households will be referred by HRC to the necessary housing and support services in a fair and equitable manner, without regard to the individual's race, national origin, ethnicity or gender.
- All households will be pre-screened based on your agency's specific criteria prior to receiving a referral to your agency. Criminal background checks will not be performed by HRC. HRC will contact your agency directly prior to referral, to ensure that there are no unforeseen reasons to expect the referral will be declined.
- HRC will provide households seeking assistance direct services including; navigator preliminary assessment of program qualifications and barriers, data entry into HMIS, emergency shelter/motel vouchers, homeless prevention and rapid re-housing to qualified households.
- Provide an ongoing committee forum to enable your agency to provide feedback regarding HRC performance, conflicts, as well as continually shape the HRC vision and scope of services provided.

As a HRC partner, your agency makes the following service commitments to the HRC:

- Provide HRC the list of qualification criteria for each of its programs (updated as needed).
- Update HRC weekly with program openings.
- Refer all households requesting homeless housing assistance to HRC.
- Identify a point of contact(s) for HRC to direct any referrals.
- Accept and confirm qualified referrals from HRC and provide explanation for referral refusals within 7 days of the households appointment.
- Update HMIS on a daily basis to show program availability.
- Work with BCDHS HMIS coordinator to resolve and improve data quality.
- Report on community needs, trends and resources that may impact HRC.
- Attend HRC housing provider/PAC meetings on a regular basis.

On behalf of Oxford House, Inc. I, Kathleen Gibson, am committed to supporting the success of HRC and its mission and will be an active agency partner with Benton County Department of Human Services Housing Resource Center.

Kathleen Gibson 01/23/23

Agency Representative and Date

Deena Horton 1/23/23

Benton County Department of Human Services Representative

Benton County
Dept. of Human Services
7102 W. Okanogan Pl., Ste. 201
Kennewick, WA 99336
Phone: (509) 783-5284
Fax: (509) 783-5981

Housing Resource Center Guidelines

Foundational Principles

- Belief in housing first concept
- Belief of Progressive Engagement and the idea of doing the least for each household rather than the most
- Belief that people are resourceful and can make it without us
- Belief in the consumer as the lead in the process (strength-based approach)
- A willingness to use a system-perspective
- Functions primarily as a centralized intake/triage approach for housing assessment and referral
- Identify and utilize information and strengths of each agency
- Establish role and utilization of HMIS
- Provide community education
- Be data driven
- Know best practice models and consider the best local adaptation

What HRC Does

- Assess clients for immediacy of need and place into appropriate program and/or service
- Assess clients risks of homelessness
- All clients screened for diversion
- Assess for level of need
- All programs that have unique eligibility requirements will be used to verify eligibility and appropriateness
- Provides services to the clients that meet the minimum points on the vulnerability/prioritization tool.
- Provides additional assessment/case management based on needs with an Intake Specialist.

HRC goals

- Reduce the time homeless
- Quick access to comprehensive information
- Household receives a successful referral

- Household has a clear understanding on the next step
- Decrease duplication of agency work to qualify household
- Decrease duplication of services to the same household
- Provide improved access to services

Pre-screen/Prioritization

The Housing Navigator responds to the household to determine:

- Presenting issues
- Special Populations: DV and Youth
- Housing Status: at risk, homeless or shelter assistance
- Income eligibility
- Provide diversion
- Provide Information
- Prioritization tool will be used. For clients 0-9 score there will be no intervention, and clients will be given other community resources and diversion techniques will be offered. For clients scoring 10 points or more on the tool they will be screened further for appropriate intervention.
- Clients scoring a 9 with extenuating circumstances can be staffed for potential over-ride. The reason for the over-ride will be documented on the tool by the supervisor.

Homeless & At Risk Definitions

Households are homeless if they are unsheltered or residing in a temporary housing program, as defined below.

Unsheltered Homeless:

Living outside or in a place that is not designed for, or ordinarily used as a regular sleeping accommodation for human beings, including a vehicle, park, abandoned building, bus or train station, airport, or campground.

Fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, human trafficking, or other dangerous or life-threatening conditions that relate to violence against the household member(s), including children, that have either taken place within the household's primary nighttime residence or has made the household member(s) afraid to return to their primary nighttime residence.

Sheltered Homeless:

Residing in a temporary housing program including shelters, transitional or interim housing, and hotels and motels paid for by charitable organizations or government programs.

Exiting a system of care or institution where they resided for 90 days or less AND who resided in an emergency shelter or place not meant for human habitation immediately before entering that system of care or institution.

Residing in a trailer or recreational vehicle that is parked illegally or in a location that is not intended for long-term stays (i.e. parking lots).

At Imminent Risk of Homelessness

Households are at imminent risk of homelessness if they will lose their primary nighttime residence (including systems of care or institutions) within 14 days of the date of application for assistance, AND no subsequent residence has been identified, AND the household lacks the resources or support networks needed to obtain other permanent housing.

Screening Process

For households who are determined to be homeless or at risk of homelessness, the intake specialist continues with a full assessment.

Step One Determines:

- Household Information
- Income/Housing Information
- Household Characteristics
- Housing Status
- Use the prioritization tool to see if client/household meets minimum criteria

Step Two Determines:

1. If the client does not meet minimum criteria:
    - Diversion techniques will be utilized
    - A community resource guide will be available to guide the client
2. If the client is at imminent risk:
    - Additional paperwork will be obtained
    - A referral will be made to an eviction prevention program (subject to available funds)
    - Partner agencies will notify the HRC worker within 7 days of the clients appointment to let the HRC staff know the outcome of the referral
    - Data will be entered into HMIS
3. If the client is homeless:
    - Barriers will be determined
    - Level of engagement will be determined
    - Additional paperwork will be obtained

- A referral will be made to a rapid rehousing program (subject to available funds)
- Partner agencies will notify the HRC worker within 7 days of the clients appointment to let the HRC staff know the outcome of the referral
- Data will be entered into HMIS

Applicants are seen on a first come / first served basis. Should there be multiple applicants for a single program opening, clients will then be prioritized for service. For example: (1) Chronically homeless (2) unsheltered literally homeless and then (3) sheltered literally homeless.

Direct Services Provided within HRC

Emergency Motel/Shelter Vouchers

Motel/Shelter vouchers can be issued only as a "last resort" for households that cannot stay at the Union Gospel Mission (UGM) and have no other resources available to them (subject to available funds).

- Motel/Shelter vouchers are limited to one week except under special circumstances
- Motel/Shelter vouchers will be issued to motels that have agreed to do business with Benton and Franklin County.
- Motel/Shelter vouchers will only be issued if the mission is full and/or the client cannot stay there due to mental/physical/medical problems and noted by the case manager. (subject to available funds)
- Priority for motel/shelter vouchers will be given to single fathers with children and families that have a boy over the age of 12 that cannot stay at the mission.

Homeless Prevention

Homeless prevention assistance applies to households facing eviction from their current residence and will be provided based on the Eligibility Criteria and a completed Rating Tool:

- Only households below 30% AMI
- Household must show an eviction notice that will result in their being homeless within 14 days of screening.
- Assistance is limited to the amount to prevent the eviction but cannot exceed 30 days of FMR for the unit size, unless otherwise approved by supervisor.
- Households living with family or friends are not eligible for prevention unless the host family is pending evicted (an eviction notice must be presented) due to overcrowding or the host family is on Section 8 housing and is able to show documentation of enrollment.

Rapid Re-Housing

Rapid re-housing assistance applies to households that are currently unsheltered homeless, fleeing violence, or living in a shelter or motel paid by a charitable or non-profit organization; and in need of first month rent and/or deposit.

- Household will need to show proof of homelessness by submitting a letter from a shelter, receipt from motel (paid for by a charitable or non-profit organization), 3rd party declaration or a self-declaration.
- Households will complete a full intake assessment to determine barriers and service needed.
- Households needing more than one month rent or deposit assistance will be screened and referred to additional programs if found eligible.
- Households will need to obtain housing which is suitable for the household size (based on occupancy guidelines) and budget.
- Households receiving assistance by HRC must have a reasonable sustainable plan to maintain housing on an ongoing basis and show proof of such without further assistance.

Occupancy Standards for Benton and Franklin Counties

Occupancy Standards for Benton and Franklin Counties are listed below. The standard can be evaluated on a case by case situation by the Housing Program Specialist.

Household Size	Unit Size Allowable
1 -2 persons	Studio
1-3 persons	One bedroom
4- 5 persons	Two bedroom
6-7 persons	Three bedroom
8+ persons	Four bedroom/Plus

Community Resources

HRC can provide community resources and referrals including the "Community Resource Guide" which is a comprehensive guide to services in Benton and Franklin Counties.

Referral Process

Clients whom are determined eligible will receive an assessment based on individual need. Referrals to agency partners will be made based on program eligibility. HRC staff monitor openings each day based on direct communication with partner agencies that routinely notify HRC staff of new openings as they become available. The process will include the following:

- Determine which program is most suitable and has a current opening
- Contact the agency to schedule an appointment for the referred household
- Within seven (7) business days after the scheduled appointment, the agency will notify HRC with the HRC Referral Letter outcome whether the client was accepted into the program or why the household was turned away. Programs must provide a qualifying reason to deny a referral.
- Client data and HMIS number will be shared with the referral agency

If an agency sends a client to HRC for prescreening and assessment and would like the client referred back to their program, the agency must submit this request in writing. If their program is the most suitable for the client, HRC will make every effort to honor the request.

Partner Agreements

Agency partner agreements will be required for all agencies receiving funds through Benton County Department of Human Services and any other community agency wanting to participate in the coordinated entry system. Agreements will include the following:

- Partnership agencies must make a good faith effort to serve clients who are referred by HRC
- Partnership agencies will notify HRC within seven (7) business days after the scheduled appointment if the client has been accepted into the program, or if a referral is turned away and provide an explanation
- Partnership agencies will send walk-in or phone inquiries to HRC for a prescreening

HMIS Data Collection and Entry

Accurate and timely HMIS data is essential to the success of the HRC. Each household receiving an assessment will be entered into HMIS using the universal data collection requirements by HRC. If a household is already part of the HMIS then their information will be updated by HRC.

- All information will be scanned into each household's HMIS profile.
- When a referral is made to a partner agency the HMIS household identifier will be provided so that the partner agency can have access to household data.
- When the partner agency accepts the household into their program then they need to update the HMIS showing program enrollment and services received.
- Audits of HMIS data entered by partner agencies are performed regularly.

System Evaluation

System evaluations will be performed annually, and the methods will include HMIS data, Department of Commerce Dashboard reports, and CEC feedback.

Changes to Guidelines

Benton County Department of Human Services may issue revised or new Guidelines at any time. Revised copies will be sent as they are published.

Contact Information

Deena Horton
Housing Program Specialist
Email: Deena.Horton@co.benton.wa.us
Phone: (509) 737-3953

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 28, 2023
Subject:	Approving a One-Year Support and Maintenance Contract Renewal for Hardware and Software used by Corrections, Sheriff, and Juvenile Justice Offices from HID Global Corporation.
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	Procurement 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

Corrections, Juvenile Justice, and Sheriff Offices all use fingerprint technology to record biometric data and is an essential part of their operations. The leader in providing these biometric capturing solutions is HID Global Corporation. HID has provided the County with a new one-year support and maintenance service contract to keep the technology up to date and supported. Since this renewal was factored into IT's 2023-2024 budget, IT is requesting that the Board allow the IT Manager to renew this contract in 2024.

Fiscal Impact

Amount: **$7,500 excluding WSST.**

Fund: **Approved Information Technology 2023-2024 budgeted funds. 2023 renewal is $6,918 excluding WSST with the expectation that the renewal will see an increase of 5% or $7,263.90 excluding WSST in 2024.**

Recommendation

Information Technology recommends that the Board approve support and maintenance contract renewal for hardware and software used by Corrections, Sheriff, and Juvenile Justice from HID Global Corporation.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING A ONE-YEAR SUPPORT AND MAINTENANCE CONTRACT RENEWAL FOR FINGERPRINT HARDWARE AND SOFTWARE USED BY CORRECTIONS, SHERIFF, AND JUVENILE JUSTICE FROM HID GLOBAL CORPORATION

WHEREAS, Corrections, Sheriff, and Juvenile Justice staff use fingerprint hardware and software to capture and record biometric data related to processing federal background checks; and

WHEREAS, HID Global Corporation has provided the County with a one-year support and maintenance renewal service contract that covers HID hardware and software; and

WHEREAS, IT has reviewed and recommends the renewal of support and maintenance services provided by HID Global Corporation that are essential to Corrections, Sheriff, and Juvenile Justice operations; and

WHEREAS, the Prosecuting Attorney's Office, Civil Division has reviewed the contract and has approved as to form; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby approves a one-year support and maintenance services contract for fingerprint hardware and software that starts January 1, 2023 and expires December 31, 2023 for an amount not to exceed $7,500 excluding Washington State Sales Tax (WSST); and

BE IT FURTHER RESOLVED, the Chairman of the Board is authorized to sign Quote Number SQ-2023-EAT-189895 from HID Global Corporation; and

BE IT FURTHER RESOLVED, the Board authorizes the Information Technology Manager to sign next year's one-year support and maintenance renewal contract for fingerprint hardware and software starting January 1, 2024 expiring on December 31, 2024 from HID Global Corporation in an amount not to exceed $7,500 excluding WSST.

Dated this 28 day of February , 2023

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Commissioner

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

Orig: Information Technology
cc: Auditor,

Prepared by: R. Heard

Robert Heard

From: Eric Andrews
Sent: Friday, February 10, 2023 2:48 PM
To: Robert Heard
Cc: Alex Garcia
Subject: RE: HID Global Corp Fingerprint Support and Maintenance Contract 035466 quote.pdf

I approve as to form.

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

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

From: Robert Heard <Robert.Heard@co.benton.wa.us>
Sent: Thursday, February 9, 2023 8:49 AM
To: Eric Andrews <Eric.Andrews@co.benton.wa.us>
Cc: Alex Garcia <Alex.Garcia@co.benton.wa.us>
Subject: HID Global Corp Fingerprint Support and Maintenance Contract 035466 quote.pdf

Eric,
When you have a moment, will you take a look. Standard support and maintenance that will require Board approval.

Thanks,

Robert Heard
Manager
Information Technology Department
Office 509-786-5603
Desk 509-737-3529

Remit Purchase Orders to:

HID Global Corporation
3950 RCA Blvd., Suite 5001
Palm Beach Gardens, FL 33410

Quote Number:	SQ-2023-EAT-189895
Revision No.:	1
Quote Date:	01/23/2023
Quote Exp. Date:	04/23/2023

Sales Rep.:	Scott Echols
Cell:	
Email:	scott.echols@hidglobal.com

Customer Bill To:	COUNTY OF BENTON, WA	**Customer Ship To:**	
Contact Name:	Tim Brown	Contact Name:	Tim Brown
Address:	PO Box 608 Washington Prosser United States 99350	Address:	PO Box 608 Washington Prosser United States 99350

Service Contract Duration:	Service Contract Reference Number:	End User:
01-JAN-2023 - 31-DEC-2023	035466	COUNTY OF BENTON, WA

Item	Description	Qty	Sale Price Each	Extended Sale Price
930174-12	CMT ADVANTAGE MAINT, SUBSEQUENT YR 1, HW - L SCAN 1000, L SCAN 500, DEVICE ONLY DOMESTIC - 12 months - EAT OPEN MARKET PRICE LIST	1	$1,895.00	$1,895.00
930173-12	CMT ADVANTAGE MAINT, SUBSEQUENT YR 1, HW - GUARDIAN 100, GUARDIAN 200, GUARDIAN 300, DEVICE ONLY DOMESTIC - 12 months - EAT OPEN MARKET PRICE LIST	3	$549.00	$1,647.00

950083-12	CMT ADVANTAGE MAINT, SUBSEQUENT 1 YR, STANDARD CMT SW, LSMS - 12 months - EAT OPEN MARKET PRICE LIST	4	$378.00	$1,512.00
950084-12	CMT ADVANTAGE MAINT, SUBSEQUENT 1 YR, STANDARD CMT SW, LSMS SUBMISSION SOFTWARE - 12 months - EAT OPEN MARKET PRICE LIST	4	$126.00	$504.00
930158-12	CMT ADVANTAGE MAINT,SUBSEQUENT 1 YR HW, ALL SYSTEM PERIPHERALS INTEGRATED AND PROVIDED BY CMT, DOMESTIC - 12 months - EAT OPEN MARKET PRICE LIST	1	$360.00	$360.00
TOTAL:				**$5,918.00**

IFTHE PURCHASER IS AN ELIGIBLE ENTITY AUTHORIZED TO USE GSA SOURCES OF SUPPLY AND SERVICES AND ISPURCHASING THE SPECIFIED ITEMS UNDER HID'S GSA CONTRACT NUMBER **GS35F0199R**; THE TERMS ANDCONDITIONS OF THE GSA CONTRACT NUMBER **G35F0199R**WILL GOVERN.

FOR ALL OTHER PURCHASERS, UNLESS A SEPARATE WRITTEN AND MUTUALLY EXECUTED AGREEMENT ISCURRENTLY IN FORCE BETWEEN HID AND PURCHASER, PURCHASE OF THE PRODUCTS AND/OR SERVICES LISTEDABOVE IS GOVERNED BY THE APPLICABLE TERMS AND CONDITIONS LOCATED AT: HTTP://WWW.HIDGLOBAL.COM/SALES-POLICY ("HID TERMS AND CONDITIONS").

Notes CN#035466 Covering HW, SW, SWS, PERIPHERAL SN#005028348.L2017, 005026741.I2017, 005040008.F2020, 006050137.F2017, S406404801HT5Y 01-JAN-2023 - 31-DEC-2023

Contract Accepted By:

Authorized Signatory

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Please note: when Volume Pricing is quoted, the Discount Percentage will apply to the Quantity Tier ordered, and this may not match the Quantity Tier quoted.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 28, 2023
Subject:	Approving the purchase of one HP LaserJet Pro 4101fdn for the Moderate Risk Waste Facility from StrictlyTech LLC.
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	Procurement 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

The Public Works Manager has requested to purchase one new printer for the new Moderate Risk Waste Facility (MRWF). 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.

Fiscal Impact

Amount: **$505 excluding WSST.**

Fund: **Approved MRWF 2023-2024 budgeted funds.**

Recommendation

Information Technology recommends that the Board approves the purchase of one HP LaserJet Pro 4101fdn in an amount not to exceed $505 excluding WSST. All equipment purchased will be added to Central Services Replacement Fund (3201).

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE OF ONE HP LASERJET HP LASERJET PRO 4101FDN FOR THE MODERATE RISK WASTE FACILITY STAFF FROM STRICTLY TECHNOLOGY LLC.

WHEREAS, the Public Works Operations Manager has made a request to purchase one printer for their Moderate Risk Waste Facility; and

WHEREAS, Information Technology reviewed three quotes from three vendors in Southern Computer Warehouse, Strictly Technology LLC, and Amazon; and

Southern Computer Warehouse	HP LJ Pro 4101fdn	$526.61
Strictly Technology LLC	**HP LJ Pro 4101fdn**	**$505.00**
Amazon	HP LJ Pro 4101fdn	$579.00

WHEREAS, Information Technology recommends purchasing one HP LJ Pro 4101fdn printer from Strictly Technology LLC.; and

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

WHEREAS, per Resolution 2019-753 of 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 HP LJ Pro 4101fdn printer for the Moderate Risk Waste Facility in an amount not to exceed $505.00 excluding Washington State Sales Tax, to be paid for using approved 2023-2024 Solid Waste Department funds; and

BE IT FURTHER RESOLVED, newly purchased printer will be enrolled into Central Services Replacement Fund (3201).

Dated this 28 day of February , 2023

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Commissioner

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

Orig: Information Technology
cc: Auditor, Public Works

Prepared by: R. Heard

StrictlyTech
we make IT happen
2300 NW 55th Court, Suite 110,
Fort Lauderdale, FL 33309
Phone: 954-606-5440 Fax: 954-606-5441

Quotation

Number: **18209**

Date: **02/16/2023**

Quote prepared for: **Robert Heard**

Bill To:
Benton County WA (1530)
Tim Brown
PO Box 608
Prosser, WA 99350
Phone: (509)786-5710
Email: tim.brown@co.benton.wa.us

Ship To:
Benton County Info Tech
Robert Heard
7122 W Okanogan Pl Bldg B
Kennewick, WA 99336
Phone: (509)737-3529
Email: Robert.Heard@co.benton.wa.us

Item #	Mfr. Part	Product Image	Description	Price	Qty.	Extended
*1	2Z618F#BGJ		HP LaserJet Pro 4101fdn Laser Multifunction Printer - Monochrome - Copier/Fax/Printer/Scanner - 1200 x 1200 dpi Print - Automatic Duplex Print - Upto 80000 Pages Monthly - Color Flatbed Scanner - 1200 dpi Optical Scan - Monochrome Fax - Gigabit Ethernet Ethernet - USB - For Plain Paper Print **Mfr: HP INC.** **UNSPSC : 43212110**	$ 505.00	1	**$ 505.00**
			1 item(s)		**Sub-Total**	**$ 505.00**
					Tax @ 8.7%	**$ 0.00**
					Freight	**$ 0.00**
					Total	**$ 505.00**
						(*) Tax exempted Part(s)

Quote Valid Until: 03/18/2023

Payment Details

Pay by: Company PO
Payment Term: Net 30

Shipping and Delivery Details

Shipping via: FEDEX Ground
(DropShip)

CAGE: 70BA0
DUNS: 078817964
FEIN: 46-2619818
Woman-Owned Small Business (WOSB)
Primary NAICS: 423430
Unique Entity ID (SAM): DEGDRGZ32898

Terms and Conditions

Prepared by: **Brandon Cullen** Email: **brandonc@strictlytech.com** Phone: **954-606-5440** Mobile: **304-240-9918**

Roll over image to zoom in

HP LaserJet Pro MFP 4101fdn Black & White Printer with Fax

Visit the HP Store

4.5 out of 5 stars 266 ratings | 42 answered questions

-20% $549.00

List Price: $689.00

FREE Returns

Available at a lower price from other sellers that may not offer free Prime shipping.

Style: **New Version: LaserJet Pro 4101fdn**

New Version: HP+, LaserJet Pro 4101fdne	**New Version: LaserJet Pro 4101fdn**	Old Version: M428fdn
Price Hidden	**Price Hidden**	$529.98

Brand	HP
Connectivity Technology	USB
Printing Technology	Laser
Special Feature	Auto Document Feeder
Color	White
Recommended Uses For Product	Office, Home

See more

prime

Enjoy fast, FREE delivery, exclusive deals and award-winning movies & TV shows with Prime

Try Prime and start saving today with **Fast, FREE Delivery**

Buy new:

$549.00

FREE Returns

FREE delivery **Wednesday, February 22**. Order within 9 hrs 40 mins

Select delivery location

In Stock

Qty: 1

Add to Cart

Buy Now

Southern Computer Warehouse
1395 S. Marietta Parkway
Building 300
Marietta, Georgia 30067
United States
http://www.scw.com
(P) 877-GOTOSCW
(F) 770.579.8937

Quote (Open)

Date
Feb 16, 2023 10:51 AM EST

Modified Date
Feb 16, 2023 11:08 AM EST

Quote #
1765992 - rev 1 of 1

Description
HP LaserJet Pro MFP M428fdn

SalesRep
Ortiz, Andres
(P) 877-GOTOSCW ext. 320

Customer Contact
Heard, Robert
(P) 509-786-5603
Robert.Heard@co.benton.wa.us

Customer
Benton County WA (A11627)
Heard, Robert
620 Market Street
Prosser, WA 99350
United States
(P) 509-786-5603

Bill To
Benton County WA
Services, Central
620 Market Street
Prosser, WA 99350
United States
(P) 509-786-5603
teri.holmes@co.benton.wa.us

Ship To
Benton County WA
REF#, ATTN
620 Market Street
Prosser, WA 99350
United States

Customer PO:	Terms:	Ship Via:
	Undefined	GROUND
Special Instructions:		**Carrier Account #:**

#	Image	Description	Part #	Tax	Qty	Unit Price	Total
1		HP Inc. - HP LaserJet Pro MFP 4101fdn Multifunction printer - B/W - laser - Legal (8.5 in x 14 in) (original) - A4/Legal (media) - up to 42 ppm (copying) - up to 42 ppm (printing) - USB 2.0, Gigabit LAN	2Z618F#BGJ	Yes	1	$526.61	$526.61

Note: 300 in stock. Special pricing until 2/23/23.

Contract
HP OMNIA / NIPA - HP OMNIA / NIPA R210403

The HP Inc product quoted utilizes the Region 4 ESC/OMNIA Partners Contract Number R210403. Please note this contract number on your PO.

Subtotal:	**$526.61**
Tax (8.7000%):	$45.82
Shipping:	$0.00
Total:	**$572.43**

Quote valid for 30 days unless formal bid provides different term. Promotional pricing is valid only during term of promotion and while supplies last. All returns must be authorized and clearly marked with a valid RMA number. RMA's are subject to restock fees when applicable.

These prices may not include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. Please note that expedited shipping charges are estimated, and could decrease or increase when invoiced. All prices are subject to change without notice. Supply subject to availability.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 28, 2023
Subject:	Approving the Migration of Application Services from Current PACS Server to new hardware from Harris Govern
Presenter:	
Prepared By:	Alex Garcia
Reviewed By:	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

Per Resolution 2015-627, Benton County entered a professional services agreement with Harris Govern to replace current property tax and assessment system. Benton County Treasurer and Assessor departments have been using Harris Goven PACS software since 2015. The current hardware PACS application software is installed on is in need of a refresh. Information Technology obtained a quote from Harris Govern to install and configure SQL database and migrate database files from old server to new server. Harris Govern will also verify functionality of PACS on new infrastructure and support issues identified in client validation.

Funds used to migrate services from current PACS Server to new hardware will come out of REET Technology approved budget.

Fiscal Impact

Amount: **$7,000 excluding WSST.**

Fund: **REET Technology approved budget 2023-2024**

Recommendation

Information Technology recommends that the Board approves the server migration services from Harris Govern

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE MIGRATION OF APPLICATION SERVICES FROM CURRENT PACS SERVER TO NEW HARDWARE FROM HARRIS GOVERN

WHEREAS, per Resolution 2015-627, Benton County entered a professional services agreement with Harris Govern to replace current property tax and assessment system; and

WHEREAS, Benton County Treasurer and Assessor departments have been using Harris Govern PACS software since 2015; and

WHEREAS, current hardware Harris Govern PACS software installed has reached its lifecycle and in need of a refresh; and

WHEREAS, Harris Govern has provided a quote to install and configure SQL database and migrate database files from old server to new environment; and

WHEREAS, Harris Govern will verify functionality of PACS on new infrastructure and support issues identified in client validation; and

WHEREAS, Information Technology has reviewed the proposal and quote received and recommends approving server migration services from Harris Govern; and

WHEREAS, the attached purchase order has been reviewed and approved to form from the Prosecuting Attorney's Office Civil Division; and

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with Information Technology's recommendation and approves the server migration of Harris Govern PACS software in amount not to exceed $7,000 excluding Washington State Sales from Harris Govern; and

BE IT FURTHER RESOLVED, Harris Govern will complete server migration by March 31, 2023 and the contract will expire on June 30, 2023.

Dated this 28 day of February , 2023

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Commissioner

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

Orig: Information Technology
cc: Auditor

Prepared by: A. Garcia

Purchase Order

Date	PO #
2/1/2023	7092

760 N. Watters Road, Suite 100
Allen, TX 75013

Phone: 972-265-7300
Fax: 214-722-0019

Name / Address	Ship To
Benton County Assessor 620 Market Street Prosser WA 99350	Benton County Assessor 620 Market Street Prosser, WA 99350

This Purchase Order, once executed by authorized representatives of each party, shall be incorporated as an exhibit to the relevant licensing, professional services, or support and maintenance agreement as executed by the parties to which the subject matter of this Purchase Order relates. For clarity, the applicable limitation of liability provision contained in the relevant agreement will apply to any claims or liabilities arising out of or related to this Purchase Order. Further, with respect to any software being licensed pursuant to this Purchase Order, the licensing and use of said software will be governed by the software licensing terms and conditions in the applicable software licensing agreement signed by the parties.

Project Owner:

Description	Qty	Cost	Estimated Costs
Systems Professional Services (remote)	1	7,000.00	7,000.00
Work Detail:			
Client IT Tasks:			
- Order all hardware and software required (including media)			
- Rack servers (if applicable) and load OS and patches on server(s)			
- Provide access to any media required for installation			
- Provide Harris Govern remote connectivity to new/existing server(s)			
- Update client connection information on end user PCs post go live if required			
- Arrange downtime for client systems as needed			
- Configure daily file share and SQL backup processes			
- Be available for hands-on assistance for Harris Govern staff			
- Coordinate client test and validation activities			
Harris Govern Tasks:			
- Install and configure SQL on new database server for PACS use			
- Migrate snapshot of PACS database files from old server to new for environment validation			
- Restore PACS database on new server			
- Install PACS Middle Tier on new server			
- Migrate SQL jobs from old server to new server			
- Migrate PACS components as needed (Property Search, Matix, Mobile Synch)			
- Verify functionality of PACS on new infrastructure and support issues identified in client validation			
- Copy production database into new environment at agreed upon cutover time			

Thank you for your business.

Estimated Costs

Upon completion and delivery of the services described in this Purchase Order, Harris Govern will request project closure and authorization to invoice from the Client. If a response is not provided by the Client within five (5) business days, Harris Govern will proceed to issue the invoice and close the project.

Payment due upon receipt of a valid invoice. The prices quoted in this Purchase Order are valid for 30 days from its issuance. A representative of Harris Govern will contact you to schedule the start date upon receipt of a signed Purchase Order. I have read the information outlined in this Purchase Order and authorize Harris Govern to perform the above tasks and acquire the equipment at the referenced costs. Please sign and return.

Accepted by Harris Govern:

Signature: _____ Date: _____

Printed Name _____ Title _____

Project Manager BL

Client Signature

Printed Name _____

Email Address _____

Date _____

Purchase Order

Date	PO #
2/1/2023	7092

760 N. Watters Road, Suite 100
Allen, TX 75013

Phone: 972-265-7300
Fax: 214-722-0019

Name / Address	Ship To
Benton County Assessor 620 Market Street Prosser WA 99350	Benton County Assessor 620 Market Street Prosser, WA 99350

This Purchase Order, once executed by authorized representatives of each party, shall be incorporated as an exhibit to the relevant licensing, professional services, or support and maintenance agreement as executed by the parties to which the subject matter of this Purchase Order relates. For clarity, the applicable limitation of liability provision contained in the relevant agreement will apply to any claims or liabilities arising out of or related to this Purchase Order. Further, with respect to any software being licensed pursuant to this Purchase Order, the licensing and use of said software will be governed by the software licensing terms and conditions in the applicable software licensing agreement signed by the parties.

Project Owner:

Description	Qty	Cost	Estimated Costs
- Validate environment functionality with production database installed as required			
- Support client go live testing and address identified issues as needed			
- Migrate Mobile Services and confirm Synch in new environment			

Thank you for your business.

Estimated Costs $7,000.00

Upon completion and delivery of the services described in this Purchase Order, Harris Govern will request project closure and authorization to invoice from the Client. If a response is not provided by the Client within five (5) business days, Harris Govern will proceed to issue the invoice and close the project.

Payment due upon receipt of a valid invoice. The prices quoted in this Purchase Order are valid for 30 days from its issuance. A representative of Harris Govern will contact you to schedule the start date upon receipt of a signed Purchase Order. I have read the information outlined in this Purchase Order and authorize Harris Govern to perform the above tasks and acquire the equipment at the referenced costs. Please sign and return.

Accepted by Harris Govern:

Signature: Date:

Printed Name Title

Project Manager BL

Client Signature _____

Printed Name _____

Email Address _____

Date _____

Alex Garcia

From: Eric Andrews
Sent: Thursday, February 9, 2023 10:44 AM
To: Alex Garcia
Cc: Robert Heard
Subject: RE: Benton County - Server Upgrade Information

I approve as to form.

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

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

From: Alex Garcia <Alex.Garcia@co.benton.wa.us>
Sent: Thursday, February 9, 2023 10:06 AM
To: Eric Andrews <Eric.Andrews@co.benton.wa.us>
Cc: Robert Heard <Robert.Heard@co.benton.wa.us>
Subject: FW: Benton County - Server Upgrade Information

Hi Eric,

Can you look over attached server migration quote? This is time sensitive since need to get this going asap so appreciate anything you can do to get this back to me soon.

Thanks,

Alex Garcia
Assistant Manager
Benton County Information Technology
Ext 3742

From: Bryan Loyd <BLoyd@harriscomputer.com>
Sent: Wednesday, February 1, 2023 8:56 AM
To: Alex Garcia <Alex.Garcia@co.benton.wa.us>
Subject: Benton County - Server Upgrade Information

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 28, 2023
Subject:	Approving the Purchase of Three Precision 3571 or Comparable Model Laptops and Three Thunderbolt Docks for Superior Court Administration personnel from Dell Inc.
Presenter:	
Prepared By:	Alex Garcia
Reviewed By:	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

Superior Court Administration has requested to purchase three new laptops and three thunderbolt docks for new personnel. 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 docks will be purchased from Dell Inc., an authorized Washington State vendor under Dell NASPO ValuePoint's Computer Equipment PA – Washington Contract Code C000000010849, NASPO MNWNC-108/05815-003.

Fiscal Impact

Amount: **$7,227.84 excluding WSST.**

Fund: **Approved Superior Court Administration 2023-2024 budgeted funds.**

Recommendation

Information Technology recommends that the Board approve the purchase of three Precision 3571 laptops or comparable model laptops and three Thunderbolt docks in an amount not to exceed $7,227.84 excluding WSST from Dell Inc. All equipment purchased will be added to Central Services Replacement Fund (1320).

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE OF THREE PRECISION 3571 OR COMPARABLE MODEL LAPTOPS AND THREE THUNDERBOLT DOCKS FOR THE SUPERIOR COURT ADMINISTRATION FROM DELL INC.

WHEREAS, the Superior Court Administration Office has made a request to purchase three laptops and three docks for new personnel; and

WHEREAS, Information Technology recommends purchasing three Precision 3571 or comparable model laptops and three Thunderbolt docks 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 PA – Washington Contract Code C000000010849, NASPO MNWNC-108 /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 approves the purchase of three Precision 3571 or comparable model laptops and three Thunderbolt docks for Superior Court Administration personnel from Dell Inc. in an amount not to exceed $7,227.84 excluding Washington State Sales Tax; and

BE IT FURTHER RESOLVED, newly purchased laptops and docking stations will be enrolled into Central Services Replacement Fund (1320).

Dated this 28 day of February , 2023

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Commissioner

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

Orig: Information Technology
cc: Auditor, Superior Court Admin

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.	**3000143905112.1**	Sales Rep	Charles Anglin
Total	**$7,856.66**	Phone	(800) 456-3355, 6180469
Customer #	1710002	Email	Charles_Anglin@Dell.com
Quoted On	Feb. 08, 2023	**Billing To**	ACCOUNTS PAYABLE BENTON COUNTY CENTRAL SERVICES 620 MARKET ST PROSSER, WA 99350-1300
Expires by	Mar. 10, 2023		
Contract Name	Dell NASPO Computer Equipment PA - Washington		
Contract Code	C000000010849		
Customer Agreement #	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**	**3**	**$6,339.42**
Dell Thunderbolt 4 Dock- WD22TB4	**$296.14**	**3**	**$888.42**

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

Subtotal:	**$7,227.84**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Non-Taxable Amount:	**$0.00**
Taxable Amount:	**$7,227.84**
Estimated Tax:	**$628.82**
Total:	**$7,856.66**

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: Mar. 16, 2023 Contract # C000000010849 Customer Agreement # MNWNC-108 / 05815-003	**$2,113.14**	**3**	**$6,339.42**

Description	SKU	Unit Price	Quantity	Subtotal
Dell Mobile Precision Workstation 3571 CTO	210-BDTJ	-	3	-
Intel Core i7-12800H vPro (24 MB cache, 14 cores, 20 threads, 2.40 GHz to 4.80 GHz, 45W)	379-BEUW	-	3	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	3	-
No Microsoft Office License Included	658-BCSB	-	3	-
Intel Core i7-12800H vPro with NVIDIA T600 4GB, GDDR6 graphics	329-BGSE	-	3	-
NVIDIA T600, 4 GB, GDDR6	490-BHMO	-	3	-
15.6" FHD 1920 x 1080, 60 Hz, 250 nit, non-touch, IR FHD Camera and Mic with WLAN + 4G WWAN	391-BGOO	-	3	-
FHD/IR Camera, Temporal Noise Reduction, Camera Shutter, Mic	319-BBJG	-	3	-
16 GB, 1 x 16, 4800MHz, DDR5, Non-ECC SoDIMM	370-AGZI	-	3	-
M.2 2230 256 GB, PCIe x4 NVMe, Class 35 Solid State Drive	400-BNNC	-	3	-
No Additional Hard Drive	401-AAGM	-	3	-
English US backlit keyboard with numeric keypad, 99-key	583-BHBG	-	3	-
Single Pointing, Finger Print Reader, Smart card reader, NFC	346-BHZT	-	3	-
Intel AX211 Wi-Fi 6/6E (up to 6GHz where available) 2x2 with Bluetooth Wireless	555-BHLT	-	3	-
6 cell, 97 WHr standard lifecycle battery	451-BCXJ	-	3	-
130W Type C Power Adapter	492-BDGH	-	3	-
Intel vPro Technology Disabled	631-ADIE	-	3	-
ENERGY STAR Qualified	387-BBLW	-	3	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	3	-
Quick Setup Guide for Mobile Precision 3571	340-CZKO	-	3	-
Custom Configuration	817-BBBB	-	3	-
Wireless Intel AX211 WLAN Driver	555-BHOS	-	3	-
Power Cord 1M US	470-AFGV	-	3	-
Bottom cover	354-BBER	-	3	-
Packaging (DSC + 130W Adapter)	340-DBDC	-	3	-
Intel Core i7 Processor Label	340-CUEQ	-	3	-

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

		Quantity	Subtotal
Dell Thunderbolt 4 Dock- WD22TB4	**$296.14**	**3**	**$888.42**

Estimated delivery if purchased today:
Feb. 13, 2023
Contract # C000000010849
Customer Agreement # MNWNC-108 / 05815-003

Description	SKU	Unit Price	Quantity	Subtotal
BASE,DS,WD22TB4 US 180W	210-BDQH	-	3	-
Dell Limited Hardware Warranty	872-8557	-	3	-
ProSupport Advanced Exchange Service 4 Years	872-8568	-	3	-
ProSupport 7x24 Technical Support and Assistance 4 Years	872-8576	-	3	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	3	-

Subtotal:	**$7,227.84**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Estimated Tax:	**$628.82**
Total:	**$7,856.66**

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 02/14/23 BC 02/28/23
Subject:	Fikes Northwest Corp., Personal Service Contract Amendment No. 1
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

Per Benton County Resolution No. 2016 798 dated October 18, 2016 and Franklin County Resolution No. 2016 378 dated September 28, 2016 the Board of Benton and Franklin County Commissioners entered into a contract with Fikes Northwest Corp. to provide odor control services for the Benton Franklin Counties Juvenile Justice Center.

The purpose of Amendment No. 1 is to amend Section 4(b) Counties "Contract Representatives" and Section 5(a) "Compensation" to increase contract do not exceed limit to adjust for supply rate increase.

Due to supply rate increase the contract "do not exceed" limit will need to be increased by $1,340 above the current contract amount of $660, therefore, we are amending the contract to increase the do not exceed limit to $2,000.00, not including WSST.

The attached Fikes Northwest Corp. contract Amendment No. 1 shall commence on February 1, 2023 and will remain on an automatic yearly renewable basis.

Fiscal Impact

The amount not to exceed of $2,000.00 will be paid out of Current Expense Dept. 171 Operations Budget. No supplemental required.

Recommendation

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign contract Amendment No. 1 between Fikes Northwest Corp. and the Benton-Franklin Counties Juvenile Justice Center for services.

Suggested Motion

Approved as part of consent agenda.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF EXECUTING PERSONAL SERVICE CONTRACT AMENDMENT NO. 1 BETWEEN FIKES NORTHWEST CORP. FOR ODOR CONTROL SERVICES FOR THE BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER; AMENDING BENTON COUNTY RESOLUTION NO. 2016 798 AND FRANKLIN COUNTY RESOLUTION NO. 2016 378

WHEREAS, per Benton County Resolution No. 2016 798 dated October 18, 2016 and Franklin County Resolution No. 2016 378 dated September 28, 2016 the Board of Benton County Commissioners and the Board of Franklin County Commissioners entered into a contract with Fikes Northwest Corp., to provide odor control services for the Benton Franklin Counties Juvenile Justice Center; and

WHEREAS, the purpose of Amendment No. 1 is to amend Section 4(b) "Contract Representatives", and Section 5(a) "Compensation" to increase do not exceed limit to $2,000.00; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington and by the Board of Franklin County Commissioners, Franklin County, Washington the Boards concur with the Juvenile Administrator's recommendation of Amendment No. 1 to amend Fikes Northwest Corp. Personal Services Contract for an amount not to exceed $2,000.00, not including WSST; and

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

BE IT FURTHER RESOLVED, the term of the attached Amendment No. 1 shall commence on February 1, 2023 and shall remain on an automatic yearly renewal basis.

DATED this ___ day of _____ 2023

BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chairman of the Board

_____
Commissioner

_____
Commissioner

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

_____
Clerk of the Board

DATED this ___ day of _____ 2023

FRANKLIN COUNTY BOARD OF COMMISSIONERS

_____
Chair

_____
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-Fikes NW, 1-BFJJC R. Garcia

JUDGES
Hon. Jacqueline Shea-Brown
Hon. Joseph M. Burrowes
Hon. Samuel P. Swanberg
Hon. David L. Petersen
Hon. Jacqueline I. Stam
Hon. Norma Rodriguez
Hon. Diana N. Ruff

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

DAVID WHEELER, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

DARIN R. CAMPBELL
ARTHUR D. KLYM
BRANDON P. HOLT
Court Commissioners

PERSONAL SERVICES CONTRACT AMENDMENT NO. 1

This Contract Amendment No. 1 is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties"), and **Fikes Northwest, Corp.**, 13401 E Trent Ave, Spokane Valley, WA 99216 (hereinafter referred to as "CONTRACTOR").

In consideration of the mutual benefits and covenants contained herein and in the parties' contract, numbered as Benton County Resolution No. 2016 798 and executed on October 18, 2016 and Franklin County Resolution No. 2016 378 and executed on September 28, 2016 (the "Contract"), the parties agree to amend the Contract as follows:

1. Section 4(b) of the Contract ("Contract Representatives") shall be amended in its entirety and shall read:

   b. for COUNTIES:
   David Wheeler, Administrator
   Benton-Franklin Counties Juvenile Justice Center
   5606 W Canal Pl, Ste 106
   Kennewick, WA 99336

2. Section 5(a) of the Contract ("Compensation") shall be amended in its entirety and shall read:

   a. The maximum total amount payable by the COUNTIES to the CONTRACTOR under this Contract shall not exceed $2,000.00 not including Washington State Sales Tax (W.S.S.T).

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

This Amendment No. 1 shall be effective on February 1, 2023.

Fikes Northwest, Corp.	**Benton Franklin Counties Juvenile Justice Center**
Allen Battle 1/23/2023	1-25-2023
Allen Battle **Date** **President**	**David Wheeler** **Date** **Juvenile Court Administrator**
BENTON COUNTY APPROVAL Approved as to Form: Stephen Hallstrom 01/24/23 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: _____ Deputy Prosecuting Attorney Date By: _____ Name: _____ Title: Chair, Board of Commissioners Date: _____ Attest: Clerk of the Board: _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	BC 02/28/23
Subject:	Authorization of Payment for Clearwater Tech, LLC DBA Roto-Rooter Plumbing Service
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:

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

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

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

Summary / Background Information

Benton County previously had a Public Works contract with Clearwater Tech, LLC dba Roto-Rooter Plumbing and Drain Service for as-needed plumbing, authorized by Benton County Resolution 2020 154 signed on February 25, 2020. That contract expired on March 31, 2022.

The Juvenile Justice Center suffered unanticipated repairs and significant sewage, water leak and toilet plumbing issues in January 2023. Facilities Supervisor contacted Benton County contractor Trade Services Northwest Inc., dba Mr. Rooter (BC Res 2022-166) and they did not have available staff to perform emergency repairs. Therefore, a request was made to Roto-Rooter to perform services despite not having a contract in place.

This request is to authorize payment of two (2) invoices totaling $2,222.80, including WSST, for unanticipated repairs and emergency services performed at the Juvenile Justice Center.

Fiscal Impact

Approve the resolution to authorize payment in an amount not to exceed $2,222.80, including WSST, to be paid out of Current Expense Dept. 172 Facilities Budget. No supplemental required.

Recommendation

The Benton-Franklin Counties Juvenile Justice Center is requesting authorization to make payment to Clearwater Tech, LLC dba Roto-Rooter for a total amount of $2,222.80 for said services performed in January 2023.

Suggested Motion

Approved as part of consent agenda.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

IN THE MATTER OF AUTHORIZING PAYMENT TO CLEARWATER TECH, LLC DBA ROTO-ROOTER PLUMBING AND DRAIN SERVICE FOR EMERGENCY PLUMBING REPAIR

WHEREAS, Benton County had a Public Works contract with Clearwater Tech, LLC dba Roto-Rooter Plumbing and Drain Service for as-needed plumbing, authorized by Resolution 2020 154; on February 25, 2020 and expired on March 31, 2022; and

WHEREAS, the Benton-Franklin Counties Juvenile Justice Center suffered unanticipated repairs and significant sewage, water leak, and toilet plumbing issues at the Juvenile Justice Center in January 2023; and

WHEREAS, Facilities Supervisor contacted Benton County contractor Trade Services Northwest, Inc., dba Mr. Rooter Plumbing via Resolution 2022 166; and Mr. Rooter Plumbing did not have staff available to perform emergency repairs; and

WHEREAS, due to the need to expedite the emergency repairs to the current aging plumbing, Facilities Supervisor contacted Clearwater Tech, LLC dba Roto Rooter Plumbing and Drain Service to make the repairs; and

WHEREAS, the attached are two (2) invoices for unanticipated repairs and emergency services performed by Clearwater Tech, LLC DBA Roto Rooter Plumbing and Drain Service for a total amount of $2,222.80, including WSST, to be paid out of the 2023 Juvenile Facilities Budget; and

WHEREAS, the Benton-Franklin Counties Juvenile Justice Center is requesting authorization to make payment to Clearwater Tech, LLC DBA Roto Rooter Plumbing and Drain Service for a total amount of $2,222.80, including WSST for said services performed; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington the Board authorize the Benton-Franklin Counties Juvenile Justice Center to make payment to Clearwater Tech, LLC DBA Roto Rooter Plumbing and Drain Service in the total amount of $2,222.80 for repair services performed at the Juvenile Justice Center.

DATED this _____ day of _____, 2023

BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chairman of the Board

_____
Chairman Pro Tem (or Commissioner)

_____
Commissioner

Constituting the Board of County Commissioners of Benton County, Washington

Attest:

_____
Clerk of the Board

ROTO-ROOTER®
PLUMBING & DRAIN SERVICE

Tri-Cities & Walla Walla
Remittance Address:
Roto Rooter Service
8524 W Gage Blvd A-299
Kennewick WA 99336

509 783-7311

Invoice 45859149
Invoice Date 1/20/2023
Completed Date 1/20/2023
Customer PO

Billing Address
Benton Franklin Juvenile Justice Center
5606 West Canal Drive
Kennewick, WA 99336 USA

Job Address
Benton Franklin Juvenile Justice Center
5606 West Canal Drive
Kennewick, WA 99336 USA

Description of Work

12:15
Rebuilt vacuum actuated safety valve for the concealed flushometer in cell #A1. Replaced broken top nut on the vacuum actuated safety valve and replaced the vacuum for the flushometer in cell A6. All parts were customer supplied. Tested both fixtures. Both are operating properly with no leaks evident at this time.

Intent # 1301198
Affidavit # 1183360

Task #	Description	Quantity	Your Price	Your Total
TCPLC220	Commercial Fixture Repair	2.00	$435.00	$870.00
TCIND100	Second man onsite	2.00	$233.70	$467.40
Misc500	Prevailing Wage Intent to Pay Fee	1.00	$80.00	$80.00
GTCPL30	30 days commercial plumbing guarantee. First hour labor only. Mon-Fri 8 am to 5 pm. If recall is performed after hours, after hours charges will apply. VOID if abused.	1.00	$0.00	$0.00

Sub-Total	$1,417.40
Tax	$123.31
Total Due	$1,540.71
Balance Due	$1,540.71

Payment is Due at the time of service--Please pay from this invoice, no statement will follow.
Please do not reply to this email, if you have questions, please call accounts receivable at 509 783-7311.

WA ST CONTR #ROTORS*798MT

I understand that ROTO-ROOTER SERVICE has implemented standards of cleanliness, safety, and hygiene that are followed before, during, and after every service visit in an effort to limit Coronavirus exposure, but that nobody can ensure against exposure to or transmission of this virus, accordingly, I agree to follow practices recommended with regard to social distancing while ROTO-ROOTER SERVICE employees are at this location and waive all rights to seek damages from ROTO-ROOTER SERVICE service or employees of ROTO-ROOTER SERVICE in any way related to any individual in this location contracting the Coronavirus or COVID-19 following the provisions of these services.

I agree not to hold the ROTO-ROOTER SERVICE responsible for difficulties encountered due to existing condition of pipe, such as rusted out, settled or broken lines or foreign objects being stuck in pipe, or for any damages that may occur in gaining access or while attempting to clean the problem line. While attempting to clean drain lines, cracks, breaks or imperfections of the drain line may be exposed ROTO-ROOTER SERVICE will not be responsible for these exposed problems or plumbing that is worn, damaged, or leaking due to construction or age of plumbing. I agree not to hold ROTO-ROOTER SERVICE responsible for any drain cleaning, jetting or milling equipment that becomes lodged or stuck in a drain line. The customer will be fully responsible for any and all cost to access and remove the lodged or stuck equipment. By signing you agree to waive all rights to seek damages from ROTO-ROOTER SERVICE or ROTO-ROOTER SERVICE Employees.

PAYMENT for such services are to be made upon completion or as otherwise agreed. Any account that becomes delinquent, may be subject to additional charges.
"In the event collection efforts become necessary, customer agrees that it is liable for the cost associated with such collection activity including, but not limited to, court costs, attorney's fees, and allowable interest. If the amount owing is for a commercial purpose and is referred to a licensed collection agency, a collection fee shall be assessed pursuant to RCW 19.16.250 in an amount of up to 35% of the balance owed at the time of assignment"
By signing or otherwise authorizing this work, the customer, agent, or business owner agrees to these terms and conditions, where applicable, for the services rendered.

Completion/Approval Signature:_____

1/20/2023

I understand that ROTO-ROOTER SERVICE has implemented standards of cleanliness, safety, and hygiene that are followed before, during, and after every service visit in an effort to limit Coronavirus exposure, but that nobody can ensure against exposure to or transmission of this virus, accordingly, I agree to follow practices recommended with regard to social distancing while ROTO-ROOTER SERVICE employees are at this location and waive all rights to seek damages from ROTO-ROOTER SERVICE service or employees of ROTO-ROOTER SERVICE in any way related to any individual in this location contracting the Coronavirus or COVID-19 following the provisions of these services.

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"In the event collection efforts become necessary, customer agrees that it is liable for the cost associated with such collection activity including, but not limited to, court costs, attorney's fees, and allowable interest. If the amount owing is for a commercial purpose and is referred to a licensed collection agency, a collection fee shall be assessed pursuant to RCW 19.16.250 in an amount of up to 35% of the balance owed at the time of assignment"
By signing or otherwise authorizing this work, the customer, agent, or business owner agrees to these terms and conditions, where applicable, for the services rendered.

Completion/Approval Signature:_____

1/20/2023

ROTO-ROOTER® PLUMBING & DRAIN SERVICE

Tri-Cities & Walla Walla
Remittance Address:
Roto Rooter Service
8524 W Gage Blvd A-299
Kennewick WA 99336

509 783-7311

Invoice 45156299
Invoice Date 1/4/2023
Completed Date 1/12/2023
Customer PO

Billing Address
Benton Franklin Juvenile Justice Center
5606 West Canal Drive
Kennewick, WA 99336 USA

Job Address
Benton Franklin Juvenile Justice Center
5606 West Canal Drive
Kennewick, WA 99336 USA

Description of Work

1/12 12:30
Arrived onsite and shut the water off to the single handle faucet in the women's office restroom. Removed and discarded failed Moen cartridge.

Provided and installed a new Moen single handle cartridge then tested. The faucet is working properly with no leaks evident at this time.

Intent # 1295954
Affidavit # 1177085

Task #	Description	Quantity	Your Price	Your Total
TCPLC203	Commercial Faucet Repair	1.00	$435.00	$435.00
TCPL13	Miscellaneous Plumbing Materials	1.00	$112.50	$112.50
Misc500	Prevailing Wage Intent to Pay Fee	1.00	$80.00	$80.00
GTCPL6	6 months commercial plumbing guarantee. First hour labor only. Mon-Fri 8 am to 5 pm. If recall is performed after hours, after hours charges will apply. VOID if abused.	1.00	$0.00	$0.00

Sub-Total	$627.50
Tax	$54.59
Total Due	$682.09
Balance Due	$682.09

Payment is Due at the time of service--Please pay from this invoice, no statement will follow.
Please do not reply to this email, if you have questions, please call accounts receivable at 509 783-7311.

WA ST CONTR #ROTORS*798MT

I understand that ROTO-ROOTER SERVICE has implemented standards of cleanliness, safety, and hygiene that are followed before, during, and after every service visit in an effort to limit Coronavirus exposure, but that nobody can ensure against exposure to or transmission of this virus, accordingly, I agree to follow practices recommended with regard to social distancing while ROTO-ROOTER SERVICE employees are at this location and waive all rights to seek damages from ROTO-ROOTER SERVICE service or employees of ROTO-ROOTER SERVICE in any way related to any individual in this location contracting the Coronavirus or COVID-19 following the provisions of these services.

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By signing or otherwise authorizing this work, the customer, agent, or business owner agrees to these terms and conditions, where applicable, for the services rendered.

Completion/Approval Signature:_____

1/12/2023

I understand that ROTO-ROOTER SERVICE has implemented standards of cleanliness, safety, and hygiene that are followed before, during, and after every service visit in an effort to limit Coronavirus exposure, but that nobody can ensure against exposure to or transmission of this virus, accordingly, I agree to follow practices recommended with regard to social distancing while ROTO-ROOTER SERVICE employees are at this location and waive all rights to seek damages from ROTO-ROOTER SERVICE service or employees of ROTO-ROOTER SERVICE in any way related to any individual in this location contracting the Coronavirus or COVID-19 following the provisions of these services.

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By signing or otherwise authorizing this work, the customer, agent, or business owner agrees to these terms and conditions, where applicable, for the services rendered.

Completion/Approval Signature:_____

1/12/2023

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN FUND NUMBER 0010, DEPARTMENT NUMBER 136

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

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor, File,

Prepared by: D Gerry

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Office of Public Defense Dept Nbr: 136

Fund Name: Current Expense Fund Nbr: 0000101

TRANSFER FROM: Dept 136 TRANSFER TO: Dept 136

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
5159190	51700	Public Defense Attorney II	$85,000	5159100	51928	Public Defense Attorney I	$85,000
5159190	52102	Social Security (FICA)	$6,500	5159100	52102	Social Security (FICA)	$6,500
5159190	52103	Medical Insurance	$14,900	5159100	52103	Medical Insurance	$14,900
5159190	52104	Retirement	$5,400	5159100	52104	Retirement	$5,400
5159190	52119	Paid Family Leave Act	$200	5159100	52119	Paid Family Leave Act	$200
TOTAL			$112,000	TOTAL			$112,000

Explanation:

Reallocation of budget between Superior Court and District Court Public Defense Attorney positions:
Position 1700 Public Defense Attorney is currently vacant in Superior Court basesub. Using a portion of wages from position 1700 for Position 1928 Public Defense Attorney in District Court basesub. There is not increase or decrease in the number of positions.

Prepared by: Denise Gerry Date: 13-Feb-2023

Approved ☐ Denied ☐ Date: _____

_____
Chairman

_____
Commissioner

_____
Commissioner

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 28, 2023
Subject:	Amendment of Superior Court Professional Services Agreement with Christine Bennett
Presenter:	
Prepared By:	Michael Vander Sys
Reviewed By:	Katherine Bohnet

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

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

Summary / Background Information

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

Due to statewide attorney shortages, attorney compensation has risen across the state. To be more competitive with other jurisdictions, Benton County Office of Public Defense (OPD) needs to amend the professional services agreements with our superior court attorneys. Because OPD is short staffed in multiple courts, there is additional funding currently allocated in the budget that can be used to retain current attorneys in addition to attempt to attract new attorneys to the area. By making the professional services agreements more competitive, OPD seeks to decrease turnover, which causes the increased need for additional attorneys.

The new rates will be $847.14 per case (2023) and $865 (2024); Additional compensation per case as follows: Class A Felony $847.14 (2023) and $865 (2024), Complex Cases – up to $1,600, Material witness matters - $300, Preliminary hearing representation – $400 (Monday), $350 (Tuesday, Friday), $525 (Wednesday and Thursday), DOSA/SOSA review - $300, Post-sentencing - $300 for **attorney Christine Bennett.**

Fiscal Impact

Current expense - $847.14 per case for 2023 and $865 for 2024; Additional compensation per case as follows: Class A Felony $847.14 (2023) and $865 (2024), Complex Cases – up to $1,600, Material witness matters - $300, Preliminary hearing representation – $400 (Monday), $350 (Tuesday, Friday), $525 (Wednesday and Thursday), DOSA/SOSA review - $300, Post-sentencing - $300

Recommendation

Execute resolution approving amendment of superior court professional services agreement.

Suggested Motion

Approve with consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AMENDING THE PROFESSIONAL SERVICES AGREEMENT WITH CHRISTINE BENNETT, RESOLUTION 2023-021, FOR PUBLIC DEFENSE SERVICES IN BENTON COUNTY SUPERIOR COURT TO PROVIDE FOR INCREASED COMPENSATION

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

WHEREAS, County has been contracting with attorney Christine Bennett; ("Attorney") on criminal cases; and

WHEREAS, it has become necessary to modify the agreement with Attorney for increased compensation to meet market demand; and

WHEREAS, it is therefore in the best interests of Benton County to amend the professional services agreement with Attorney per agreement #BCSC2324CB001; **NOW, THEREFORE**

BE IT RESOLVED that the amended professional services agreement with attorney Christine Bennett, previously executed through resolution 2023-021 is hereby amended and approved, to provide for modifying compensation terms, effective February 1, 2023 through December 31, 2024, specifically increasing the monthly compensation to $847.14 per case (2023) and $865 per case (2024) (paid as a flat monthly rate, plus other allowable case premiums, reimbursements, and other fees as associated in the professional services agreement) and to increase the additional compensation per case for class A felony to $847.14 (2023) and $865 (2024), complex cases up to $1,600, material witness matters to $300, preliminary hearing representation to $400 (Monday), $350 (Tuesday, Friday), $525 (Wednesday and Thursday), DOSA/SOSA review to $300, and post-sentencing to $300.

Dated this _____ day of _____ 20 _____

_____
Chairman

_____
Commissioner

_____
Commissioner

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest: _____
Clerk of the Board

cc: Originals – OPD, Christine Bennett
Copy – Auditor, Superior Court, S. Godinez

M. Vander Sys

DocuSign Envelope ID: 1A5B4365-C33B-4838-AE05-B100265B4BCB

AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON COUNTY SUPERIOR COURT
CONTRACT #BCSC2324CB001

THIS AGREEMENT, previously entered into by and between **Christine Bennett,** attorney at law, Washington State Bar Association # **41305** ("Attorney") and **BENTON COUNTY,** a State of Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court, by and through Resolution **2023-021**,

IS HEREBY AMENDED AS FOLLOWS:

12. **COMPENSATION.**

a. Attorney shall be compensated in the amount of **$847.14 per case (2023); $865.00 per case (2024).**

Attorney shall receive additional compensation for the following assignments:

Type of Assignment	**Additional Compensation**
Class A felony	$847.14 (2023) $865.00 (2024)
Unusually complex or laborious cases	Up to $1,600.00 (At the discretion of the Public Defense Manager)
Material witness matters	$300.00
Provision representation during preliminary appearance dockets to cover for a Staff Defender's unavailability	$400.00 (Monday) $350.00 (Tuesday, Friday) $525.00 (Wednesday, Thursday)
DOSA or SSOSA review on Attorney's own case	$300.00 per year that reviews continue
Post-sentencing matter on Attorney's own case	$300.00

This amendment shall take effect February 1, 2023.

DocuSign Envelope ID: 1A5B4365-C33B-4838-AE05-B100265B4BCB

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 of Benton County, Washington

Attest:

_____
Clerk of the Board

ATTORNEY

Date 2/9/2023

DocuSigned by:
Christine Bennett
AF3191E2B921463...
Christine Bennett, WSBA #41305

Approved as to Form and Content

DocuSigned by:
Katherine Bohnet
B81E39B0BFAC43F...
Katherine Bohnet
Interim Public Defense Manager

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 28, 2023
Subject:	Amendment of Superior Court Professional Services Agreement with Nicholas Blount
Presenter:	
Prepared By:	Michael Vander Sys
Reviewed By:	Denise Gerry

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

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

Summary / Background Information

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

Due to statewide attorney shortages, attorney compensation has risen across the state. To be more competitive with other jurisdictions, Benton County Office of Public Defense (OPD) needs to amend the professional services agreements with our superior court attorneys. Because OPD is short staffed in multiple courts, there is additional funding currently allocated in the budget that can be used to retain current attorneys in addition to attempt to attract new attorneys to the area. By making the professional services agreements more competitive, OPD seeks to decrease turnover, which causes the increased need for additional attorneys.

The new rates for additional compensation per case are as follows: Class A Felony $847.14 (2023) and $865 (2024), Complex Cases – up to $1,600, Material witness matters - $300, Preliminary hearing representation – $400 (Monday), $350 (Tuesday, Friday), $525 (Wednesday and Thursday), DOSA/SOSA review - $300, Post-sentencing - $300 for **attorney Nicholas Blount.**

Fiscal Impact

Current expense - Additional compensation per case as follows: Class A Felony $847.14 (2023) and $865 (2024), Complex Cases – up to $1,600, Material witness matters - $300, Preliminary hearing representation – $400 (Monday), $350 (Tuesday, Friday), $525 (Wednesday and Thursday), DOSA/SOSA review - $300, Post-sentencing - $300

Recommendation

Execute resolution approving amendment of superior court professional services agreement.

Suggested Motion

Approve with consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH NICHOLAS BLOUNT, RESOLUTION 2022-854, FOR PUBLIC DEFENSE SERVICES IN BENTON COUNTY SUPERIOR COURT TO PROVIDE FOR INCREASED ADDITIONAL COMPENSATION

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

WHEREAS, County has been contracting with attorney Nicholas Blount ("Attorney") on criminal cases; and

WHEREAS, it has become necessary to modify the agreement with Attorney for increased compensation to meet market demand; and

WHEREAS, it is therefore in the best interests of Benton County to amend the professional services agreement with Attorney per agreement #BCSC2324NB0001; **NOW, THEREFORE**

BE IT RESOLVED that the amended professional services agreement with attorney Nicholas Blount, previously executed through Resolution 2022-854 is hereby amended and approved, effective February 1, 2023 through December 31, 2024, to increase the additional compensation per case for class A felony to $847.14 (2023) and $865 (2024), complex cases up to $1,600, material witness matters to $300, preliminary hearing representation to $400 (Monday), $350 (Tuesday, Friday), $525 (Wednesday and Thursday), DOSA/SOSA review to $300, and post-sentencing to $300.

Dated this _____ day of _____ 20 _____

_____
Chairman

_____
Commissioner

_____
Commissioner

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest: _____
Clerk of the Board

cc: Originals – OPD, Nicholas Blount
Copy – Auditor, Superior Court, S. Godinez

M. Vander Sys

DocuSign Envelope ID: 1A5B4365-C33B-4838-AE05-B100265B4BCB

2nd AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON COUNTY SUPERIOR COURT CONTRACT #BCSC2324NB001

THIS AGREEMENT, previously entered into by and between **Nicholas Blount,** attorney at law, Washington State Bar Association **# 44783** ("Attorney") and **BENTON COUNTY,** a State of Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court, by and through Resolution **2022-854**,

IS HEREBY AMENDED AS FOLLOWS:

12. **COMPENSATION.**

Attorney shall receive additional compensation for the following assignments:

Type of Assignment	**Additional Compensation**
Class A felony	$847.14 (2023) $865.00 (2024)
Unusually complex or laborious cases	Up to $1,600.00 (At the discretion of the Public Defense Manager)
Material witness matters	$300.00
Provision representation during preliminary appearance dockets to cover for a Staff Defender's unavailability	$400.00 (Monday) $350.00 (Tuesday, Friday) $525.00 (Wednesday, Thursday)
DOSA or SSOSA review on Attorney's own case	$300.00 per year that reviews continue
Post-sentencing matter on Attorney's own case	$300.00

This amendment shall take effect February 1, 2023.

DocuSign Envelope ID: 1A5B4365-C33B-4838-AE05-B100265B4BCB

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 of Benton County, Washington

Attest:

_____
Clerk of the Board

ATTORNEY

Date 2/9/2023

DocuSigned by:
Nicholas Blount
675178806F864C9...

Nicholas Blount, WSBA #44783

Approved as to Form and Content

DocuSigned by:
Katherine Bohnet
B81E30B0BFAC43F...

Katherine Bohnet
Interim Public Defense Manager

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 28, 2023
Subject:	Amendment of Superior Court Professional Services Agreement with Keith Hilde
Presenter:	
Prepared By:	Michael Vander Sys
Reviewed By:	Denise Gerry

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

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

Summary / Background Information

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

Due to statewide attorney shortages, attorney compensation has risen across the state. To be more competitive with other jurisdictions, Benton County Office of Public Defense (OPD) needs to amend the professional services agreements with our superior court attorneys. Because OPD is short staffed in multiple courts, there is additional funding currently allocated in the budget that can be used to retain current attorneys in addition to attempt to attract new attorneys to the area. By making the professional services agreements more competitive, OPD seeks to decrease turnover, which causes the increased need for additional attorneys.

The new rates for additional compensation per case are as follows: Class A Felony $847.14 (2023) and $865 (2024), Complex Cases – up to $1,600, Material witness matters - $300, Preliminary hearing representation – $400 (Monday), $350 (Tuesday, Friday), $525 (Wednesday and Thursday), DOSA/SOSA review - $300, Post-sentencing - $300 for **attorney Keith Hilde.**

Fiscal Impact

Current expense - Additional compensation per case as follows: Class A Felony $847.14 (2023) and $865 (2024), Complex Cases – up to $1,600, Material witness matters - $300, Preliminary hearing representation – $400 (Monday), $350 (Tuesday, Friday), $525 (Wednesday and Thursday), DOSA/SOSA review - $300, Post-sentencing - $300

Recommendation

Execute resolution approving amendment of superior court professional services agreement.

Suggested Motion

Approve with consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH KEITH HILDE, RESOLUTION 2023-059, FOR PUBLIC DEFENSE SERVICES IN BENTON COUNTY SUPERIOR COURT TO PROVIDE FOR INCREASED ADDITIONAL COMPENSATION COMPENSATION

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

WHEREAS, County has been contracting with attorney Keith Hilde ("Attorney") on criminal cases; and

WHEREAS, it has become necessary to modify the agreement with Attorney for increased compensation to meet market demand; and

WHEREAS, it is therefore in the best interests of Benton County to amend the professional services agreement with Attorney per agreement #BCSC2324KH001; **NOW, THEREFORE**

BE IT RESOLVED that the amended professional services agreement with attorney Keith Hilde previously executed through Resolution 2023-059 is hereby amended and approved, effective February 1, 2023 through December 31, 2024, to increase the additional compensation per case for class A felony to $847.14 (2023) and $865 (2024), complex cases up to $1,600, material witness matters to $300, preliminary hearing representation to $400 (Monday), $350 (Tuesday, Friday), $525 (Wednesday and Thursday), DOSA/SOSA review to $300, and post-sentencing to $300.

Dated this _____ day of _____ 20 _____

_____
Chairman

_____
Commissioner

_____
Commissioner

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest: _____
Clerk of the Board

cc: Originals – OPD, Keith Hilde
Copy – Auditor, Superior Court, S. Godinez

M. Vander Sys

DocuSign Envelope ID: 1A5B4365-C33B-4838-AE05-B100265B4BCB

2nd AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON COUNTY SUPERIOR COURT CONTRACT #BCSC2324KH001

THIS AGREEMENT, previously entered into by and between **Keith Hilde,** attorney at law, Washington State Bar Association # **30369** ("Attorney") and **BENTON COUNTY,** a State of Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court, by and through Resolution **2023-059**,

IS HEREBY AMENDED AS FOLLOWS:

12. **COMPENSATION.**

Attorney shall receive additional compensation for the following assignments:

Type of Assignment	**Additional Compensation**
Class A felony	$847.14 (2023) $865.00 (2024)
Unusually complex or laborious cases	Up to $1,600.00 (At the discretion of the Public Defense Manager)
Material witness matters	$300.00
Provision representation during preliminary appearance dockets to cover for a Staff Defender's unavailability	$400.00 (Monday) $350.00 (Tuesday, Friday) $525.00 (Wednesday, Thursday)
DOSA or SSOSA review on Attorney's own case	$300.00 per year that reviews continue
Post-sentencing matter on Attorney's own case	$300.00

This amendment shall take effect February 1, 2023.

DocuSign Envelope ID: 1A5B4365-C33B-4838-AE05-B100265B4BCB

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 of Benton County, Washington

Attest:

_____
Clerk of the Board

ATTORNEY

Date 2/13/2023

DocuSigned by:
Keith Hilde
6932790C1C6F43F...

Keith Hilde, WSBA #30369

Approved as to Form and Content

DocuSigned by:
Katherine Bohnet
B81E39B0BFAC43F...

Katherine Bohnet
Interim Public Defense Manager

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 28, 2023
Subject:	Amendment of Superior Court Professional Services Agreement with Karla Kane
Presenter:	
Prepared By:	Michael Vander Sys
Reviewed By:	Denise Gerry

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

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

Summary / Background Information

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

Due to statewide attorney shortages, attorney compensation has risen across the state. To be more competitive with other jurisdictions, Benton County Office of Public Defense (OPD) needs to amend the professional services agreements with our superior court attorneys. Because OPD is short staffed in multiple courts, there is additional funding currently allocated in the budget that can be used to retain current attorneys in addition to attempt to attract new attorneys to the area. By making the professional services agreements more competitive, OPD seeks to decrease turnover, which causes the increased need for additional attorneys.

The new rates for additional compensation per case are as follows: Class A Felony $847.14 (2023) and $865 (2024), Complex Cases – up to $1,600, Material witness matters - $300, Preliminary hearing representation – $400 (Monday), $350 (Tuesday, Friday), $525 (Wednesday and Thursday), DOSA/SOSA review - $300, Post-sentencing - $300 for **attorney Karla Kane.**

Fiscal Impact

Current expense - Additional compensation per case as follows: Class A Felony $847.14 (2023) and $865 (2024), Complex Cases – up to $1,600, Material witness matters - $300, Preliminary hearing representation – $400 (Monday), $350 (Tuesday, Friday), $525 (Wednesday and Thursday), DOSA/SOSA review - $300, Post-sentencing - $300

Recommendation

Execute resolution approving amendment of superior court professional services agreement.

Suggested Motion

Approve with consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH KARLA KANE, RESOLUTION 2022-855, FOR PUBLIC DEFENSE SERVICES IN BENTON COUNTY SUPERIOR COURT TO PROVIDE FOR INCREASED ADDITIONAL COMPENSATION

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

WHEREAS, County has been contracting with attorney Karla Kane ("Attorney") on criminal cases; and

WHEREAS, it has become necessary to modify the agreement with Attorney for increased compensation to meet market demand; and

WHEREAS, it is therefore in the best interests of Benton County to amend the professional services agreement with Attorney per agreement #BCSC2324KK001; **NOW, THEREFORE**

BE IT RESOLVED that the amended professional services agreement with attorney Karla Kane previously executed through Resolution 2022-855 is hereby amended and approved, effective February 1, 2023 through December 31, 2024, to increase the additional compensation per case for class A felony to $847.14 (2023) and $865 (2024), complex cases up to $1,600, material witness matters to $300, preliminary hearing representation to $400 (Monday), $350 (Tuesday, Friday), $525 (Wednesday and Thursday), DOSA/SOSA review to $300, and post-sentencing to $300.

Dated this _____ day of _____ 20 _____

_____
Chairman

_____
Commissioner

_____
Commissioner

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest: _____
Clerk of the Board

cc: Originals – OPD, Karla Kane
Copy – Auditor, Superior Court, S. Godinez

M. Vander Sys

DocuSign Envelope ID: 1A5B4365-C33B-4838-AE05-B100265B4BCB

2nd AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON COUNTY SUPERIOR COURT CONTRACT #BCSC2324KK001

THIS AGREEMENT, previously entered into by and between **Karla Kane,** attorney at law, Washington State Bar Association # **31930** ("Attorney") and **BENTON COUNTY,** a State of Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court, by and through Resolution **2022-855**,

IS HEREBY AMENDED AS FOLLOWS:

12. **COMPENSATION.**

Attorney shall receive additional compensation for the following assignments:

Type of Assignment	**Additional Compensation**
Class A felony	$847.14 (2023) $865.00 (2024)
Unusually complex or laborious cases	Up to $1,600.00 (At the discretion of the Public Defense Manager)
Material witness matters	$300.00
Provision representation during preliminary appearance dockets to cover for a Staff Defender's unavailability	$400.00 (Monday) $350.00 (Tuesday, Friday) $525.00 (Wednesday, Thursday)
DOSA or SSOSA review on Attorney's own case	$300.00 per year that reviews continue
Post-sentencing matter on Attorney's own case	$300.00

This amendment shall take effect February 1, 2023.

DocuSign Envelope ID: 1A5B4365-C33B-4838-AE05-B100265B4BCB

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 of Benton County, Washington

Attest:

_____
Clerk of the Board

ATTORNEY

Date 2/9/2023

DocuSigned by:
karla kane
80543BDB292844C...

Karla Kane, WSBA #31930

Approved as to Form and Content

DocuSigned by:
katherine Bohnet
B81E39B0BFAC43F...

Katherine Bohnet
Interim Public Defense Manager

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 28, 2023
Subject:	Amendment of Superior Court Professional Services Agreement with Ian Sinclair
Presenter:	
Prepared By:	Michael Vander Sys
Reviewed By:	Denise Gerry

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

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

Summary / Background Information

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

Due to statewide attorney shortages, attorney compensation has risen across the state. To be more competitive with other jurisdictions, Benton County Office of Public Defense (OPD) needs to amend the professional services agreements with our superior court attorneys. Because OPD is short staffed in multiple courts, there is additional funding currently allocated in the budget that can be used to retain current attorneys in addition to attempt to attract new attorneys to the area. By making the professional services agreements more competitive, OPD seeks to decrease turnover, which causes the increased need for additional attorneys.

The new rates for additional compensation per case are as follows: Class A Felony $847.14 (2023) and $865 (2024), Complex Cases – up to $1,600, Material witness matters - $300, Preliminary hearing representation – $400 (Monday), $350 (Tuesday, Friday), $525 (Wednesday and Thursday), DOSA/SOSA review - $300, Post-sentencing - $300 for **attorney Ian Sinclair.**

Fiscal Impact

Current expense - Additional compensation per case as follows: Class A Felony $847.14 (2023) and $865 (2024), Complex Cases – up to $1,600, Material witness matters - $300, Preliminary hearing representation – $400 (Monday), $350 (Tuesday, Friday), $525 (Wednesday and Thursday), DOSA/SOSA review - $300, Post-sentencing - $300

Recommendation

Execute resolution approving amendment of superior court professional services agreement.

Suggested Motion

Approve with consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH IAN SINCLAIR, RESOLUTION 2022-857, FOR PUBLIC DEFENSE SERVICES IN BENTON COUNTY SUPERIOR COURT TO PROVIDE FOR INCREASED ADDITIONAL COMPENSATION

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

WHEREAS, County has been contracting with attorney Ian Sinclair ("Attorney") on criminal cases; and

WHEREAS, it has become necessary to modify the agreement with Attorney for increased compensation to meet market demand; and

WHEREAS, it is therefore in the best interests of Benton County to amend the professional services agreement with Attorney per agreement #BCSC2324IS001; **NOW, THEREFORE**

BE IT RESOLVED that the amended professional services agreement with attorney Ian Sinclair, previously executed through Resolution 2022-857 is hereby amended and approved, effective February 1, 2023 through December 31, 2024, to increase the additional compensation per case for class A felony to $847.14 (2023) and $865 (2024), complex cases up to $1,600, material witness matters to $300, preliminary hearing representation to $400 (Monday), $350 (Tuesday, Friday), $525 (Wednesday and Thursday), DOSA/SOSA review to $300, and post-sentencing to $300.

Dated this _____ day of _____ 20 _____

_____
Chairman

_____
Commissioner

_____
Commissioner

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest: _____
Clerk of the Board

cc: Originals – OPD, Ian Sinclair
Copy – Auditor, Superior Court, S. Godinez

M. Vander Sys

DocuSign Envelope ID: 1A5B4365-C33B-4838-AE05-B100265B4BCB

2nd AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON COUNTY SUPERIOR COURT CONTRACT #BCSC2324IS001

THIS AGREEMENT, previously entered into by and between **Ian Sinclair,** attorney at law, Washington State Bar Association # **49913** ("Attorney") and **BENTON COUNTY,** a State of Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court, by and through Resolution **2022-857**,

IS HEREBY AMENDED AS FOLLOWS:

12. **COMPENSATION.**

Attorney shall receive additional compensation for the following assignments:

Type of Assignment	**Additional Compensation**
Class A felony	$847.14 (2023) $865.00 (2024)
Unusually complex or laborious cases	Up to $1,600.00 (At the discretion of the Public Defense Manager)
Material witness matters	$300.00
Provision representation during preliminary appearance dockets to cover for a Staff Defender's unavailability	$400.00 (Monday) $350.00 (Tuesday, Friday) $525.00 (Wednesday, Thursday)
DOSA or SSOSA review on Attorney's own case	$300.00 per year that reviews continue
Post-sentencing matter on Attorney's own case	$300.00

This amendment shall take effect February 1, 2023.

DocuSign Envelope ID: 1A5B4365-C33B-4838-AE05-B100265B4BCB

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 of Benton County, Washington

Attest:

_____
Clerk of the Board

ATTORNEY

Date 2/9/2023

DocuSigned by:
Ian Sinclair
6E9EE3AF3AF5472...

Ian Sinclair, WSBA #49913

Approved as to Form and Content

DocuSigned by:
Katherine Bohnet
B81E39B0BFAC43F...

Katherine Bohnet
Interim Public Defense Manager

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 28, 2023
Subject:	Amendment of Superior Court Professional Services Agreement with Brian Hultgrenn
Presenter:	
Prepared By:	Michael Vander Sys
Reviewed By:	Denise Gerry

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

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

Summary / Background Information

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

Due to statewide attorney shortages, attorney compensation has risen across the state. To be more competitive with other jurisdictions, Benton County Office of Public Defense (OPD) needs to amend the professional services agreements with our superior court attorneys. Because OPD is short staffed in multiple courts, there is additional funding currently allocated in the budget that can be used to retain current attorneys in addition to attempt to attract new attorneys to the area. By making the professional services agreements more competitive, OPD seeks to decrease turnover, which causes the increased need for additional attorneys.

The new rates for additional compensation per case are as follows: Class A Felony $847.14 (2023) and $865 (2024), Complex Cases – up to $1,600, Material witness matters - $300, Preliminary hearing representation – $400 (Monday), $350 (Tuesday, Friday), $525 (Wednesday and Thursday), DOSA/SOSA review - $300, Post-sentencing - $300 for **attorney Brian Hultgrenn.**

Fiscal Impact

Current expense - Additional compensation per case as follows: Class A Felony $847.14 (2023) and $865 (2024), Complex Cases – up to $1,600, Material witness matters - $300, Preliminary hearing representation – $400 (Monday), $350 (Tuesday, Friday), $525 (Wednesday and Thursday), DOSA/SOSA review - $300, Post-sentencing - $300

Recommendation

Execute resolution approving amendment of superior court professional services agreement.

Suggested Motion

Approve with consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH BRIAN HULTGRENN, RESOLUTION 2022-856, FOR PUBLIC DEFENSE SERVICES IN BENTON COUNTY SUPERIOR COURT TO PROVIDE FOR INCREASED ADDITIONAL COMPENSATION

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

WHEREAS, County has been contracting with attorney Brian Hultgrenn; ("Attorney") on criminal cases; and

WHEREAS, it has become necessary to modify the agreement with Attorney for increased compensation to meet market demand; and

WHEREAS, it is therefore in the best interests of Benton County to amend the professional services agreement with Attorney per agreement #BCSC2324BH001; **NOW, THEREFORE**

BE IT RESOLVED that the amended professional services agreement with attorney Brian Hultgrenn, previously executed through Resolution 2022-856 is hereby amended and approved, effective February 1, 2023 through December 31, 2024, to increase the additional compensation per case for class A felony to $847.14 (2023) and $865 (2024), complex cases up to $1,600, material witness matters to $300, preliminary hearing representation to $400 (Monday), $350 (Tuesday, Friday), $525 (Wednesday and Thursday), DOSA/SOSA review to $300, and post-sentencing to $300.

Dated this _____ day of _____ 20 _____

_____
Chairman

_____
Commissioner

_____
Commissioner

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest: _____
Clerk of the Board

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

M. Vander Sys

DocuSign Envelope ID: 1A5B4365-C33B-4838-AE05-B100265B4BCB

2nd AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON COUNTY SUPERIOR COURT CONTRACT #BCSC2324BH001

THIS AGREEMENT, previously entered into by and between **Brian Hultgrenn,** attorney at law, Washington State Bar Association # **36277** ("Attorney") and **BENTON COUNTY,** a State of Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court, by and through Resolution **2022-856**,

IS HEREBY AMENDED AS FOLLOWS:

12. **COMPENSATION.**

Attorney shall receive additional compensation for the following assignments:

Type of Assignment	**Additional Compensation**
Class A felony	$847.14 (2023) $865.00 (2024)
Unusually complex or laborious cases	Up to $1,600.00 (At the discretion of the Public Defense Manager)
Material witness matters	$300.00
Provision representation during preliminary appearance dockets to cover for a Staff Defender's unavailability	$400.00 (Monday) $350.00 (Tuesday, Friday) $525.00 (Wednesday, Thursday)
DOSA or SSOSA review on Attorney's own case	$300.00 per year that reviews continue
Post-sentencing matter on Attorney's own case	$300.00

This amendment shall take effect February 1, 2023.

DocuSign Envelope ID: 1A5B4365-C33B-4838-AE05-B100265B4BCB

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 of Benton County, Washington

Attest:

_____
Clerk of the Board

ATTORNEY

Date 2/9/2023

DocuSigned by:
Brian Hultgrenn
4D6F0B479FE146F...

Brian Hultgrenn, WSBA #36277

Approved as to Form and Content

DocuSigned by:
Katherine Bohnet
B81E39B0BFAC43F...

Katherine Bohnet
Interim Public Defense Manager

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN PUBLIC SAFETY TAX FUND FUND NUMBER 1480, DEPARTMENT NUMBER 123.

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

_____
Commissioner

_____
Commissioner

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: Superior Court Dept Nbr: 123

Fund Name: Public Safety Tax Fund Fund Nbr: 1480

TRANSFER FROM:				TRANSFER TO:			
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	51553	Bailiff	$58,604	5122100	51548	Bailiff	$58,604
TOTAL			$58,604	TOTAL			$58,604

Explanation:

2023/2024 Budget Correcting entry. Bailiff wages were posted to line item 51553 Bailiff, and should have been posted to line item 51548 Bailiff.

Prepared by: Linda Ivey Date: 13-Feb-2023

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Commissioner

_____
Commissioner

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN SOLID WASTE FUND NUMBER 1550 DEPARTMENT NUMBER 000

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

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Dept, Auditor, File

prepared by: S. Berry

EXHIBIT "A"

BENTON COUNTY BUDGET ADJUSTMENT

Dept Name: | Dept Nbr: 000

Fund Name: Solid Waste | Fund Nbr: 1550

TRANSFER FROM: **Dept.** | TRANSFER TO: **Dept.**

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
5537100	53106	Operating Supplies	$37,747	5537100	94591	ER&R Replacement	$5,400
				5537100	94894	ER&R Vehicle Maintenance	$3,000
				5945400	56410	Capital Outlay - Vehicles	$29,347
TOTAL			$37,747	TOTAL			$37,747

Explanation:

This Budget Adjustment is necessary so that Solid Waste can purchase a 2022 Ford Escape and place the new car in the ER&R replacement cycle. This will be the first car for Solid Waste. Solid Waste has multiple oil collection sites across the county that they monitor.

Prepared by: S. Berry | Date: 2/14/23

Approved ❑ | Denied ❑ | Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 28, 2023
Subject:	ER&R Shop Rate
Presenter:	
Prepared By:	Michael McGhan
Reviewed By:	Michael McGhan & Robert Blain

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

Summary / Background Information

The Benton County ER&R Department operates the Equipment Rental and Revolving (ER&R) Fund, through which vehicles and equipment are purchased, maintained, and replaced. The Board of Benton County Commissioners adopted the current iteration of the ER&R Fund policy in November 2020. The Benton County ER&R Department has prepared the 2023 shop rate, to be used in billing hours for work done on equipment and vehicles. Per the current resolution, this rate must be adopted by the Board of Benton County Commissioners.

The Fleet Manager has continued to increase efficiencies by managing billable hours and management of overhead costs and actualize utility savings through projects like LED conversion in Prosser and converting to natural gas heating in Kennewick. Shop rates in our area have increased to $150 to $205 per hour for automotive facilities and heavy equipment. Inflationary increases in overhead costs are driving the ER&R shop rate higher. The Fleet Manager has calculated a shop rate for 2023 of $130 per hour.

The new shop rate will not change the 2023-2024 ER&R assessment amounts set in the budget. However, billable work, which is outside of the assessment, will increase $10 per hour. Depending on the number of billable hours in the 2-year budget cycle, it is estimated the increase in costs for the largest departments will be approximately $2,500 or approximately $1,250 per year.

Fiscal Impact

Adoption of the shop rate will not have any fiscal impact unto itself. It will be used by the Benton County ER&R Department for calculating maintenance costs for equipment and vehicles.

Amount: None

Fund: All County Funds

Recommendation

Approve as part of the consent agenda.

Suggested Motion

Approve as part of the consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS, RE: ADOPTION OF ER&R DEPARTMENT SHOP RATE

WHEREAS, the Benton County ER&R Department operates the Equipment Rental and Revolving (ER&R) Fund, through which vehicles and equipment are purchased, maintained, and replaced; and

WHEREAS, the Board of County Commissioners adopted the current policy that governs the operation of the ER&R Fund on November 03, 2020 and is effective January 1, 2021; and

WHEREAS, through said policy, the ER&R Department calculated a shop rate of $130.00 per hour for the 2023 calendar year, which is used by the ER&R Department for consideration of the cost of equipment and vehicle maintenance; and

WHEREAS, per said policy, the rate must be adopted by the Board of County Commissioners; and

WHEREAS, the Fleet Manager recommends that the Board of County Commissioners adopt the proposed rate; **NOW, THEREFORE,**

BE IT RESOLVED, that the Board of County Commissioners hereby adopts the proposed 2023 ER&R Department shop rate of $130.00 per hour, per the ER&R Fund policy.

Dated this _____ day of _____, 2023

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Commissioner

Attest:_____
Clerk of the Board

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

M McGhan

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 28, 2023
Subject:	Ratification of the purchase of three (3) 2022 Ford Escapes, a Ford F250 Truck from Bud Clary Ford/Hyundai, and a 2023 Dodge Charger Police from Northsound Auto Group, LLC dba Dwayne Lane's Dodge, Inc., utilizing WA State Contract 05916 and placement in the ER&R Replacement Program
Presenter:	
Prepared By:	D. Hope
Reviewed By:	M. McGhan and 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

Pursuant to Resolution #2022-764 the Board of County Commissioners authorized the Fleet Manager to advance purchase vehicles that were needing to be replaced in 2023 in an amount not to exceed $500,000.00. Washington State Contract #05916 allows for the purchase of vehicles from Bud Clary Ford/Hyundai and Northsound Auto Group, LLC dba Dwayne Lane's Dodge, Inc.

The Fleet Manager was able to purchase three (3) 2022 Ford Escapes from Bud Clary Ford/Hyundai that were scheduled to be built but were not yet sold for $88,825.13 and a 2023 Ford F250 truck in the amount of $65,455.17 from Bud Clary Ford/Hyundai. A second 2023 Ford F350 truck was ordered but ultimately cancelled by Bud Clary Ford/Hyundai as they were limiting the number of trucks that could be purchased due to supply and demand.

The Washington State Contract also allows for purchases from Northsound Auto Group, LLC dba Dwayne Lane's Dodge, Inc. and we were able to purchase one 2023 Dodge Charger Police in the amount of $44,873.44.

Purchase Agreements have been prepared, reviewed, and signed by our Deputy Prosecuting Attorney, by Bud Clary Ford/Hyundai, Northsound Auto Group, LLC dba Dwayne Lane's Dodge, Inc. and Michael McGhan, Fleet Manager, pursuant to Resolution #2022-764.

The vehicles will be paid for out of the respective 2023-2024 budgets as follows:

Vehicles not currently in the ER&R program:

1. Vehicle #42-55 2022 Ford Escape replaced #42-50 and will paid for by Juvenile
2. 2023 Ford F250 Truck Replaced #16-03 and will be paid for out of the PSST Fund for use by the Sheriff's Department
3. 2023 Dodge Charger Police replaced #14-03 and will be paid for out of the PSST Fund for use by the Sheriff's Department
4. Vehicle #1140 2022 Ford Escape will be purchased by the Solid Waste Fund for use at the MRWF

Vehicles currently in the ER&R replacement fund program

5. Vehicle #1139 2022 Ford Escape replaced #1102 and will be paid for by ER&R replacement funds for use by the Building Department

All vehicles being replaced with a new vehicle will be surplus.

Pursuant to Resolution 2020-808 all vehicles purchased will be managed and maintained and placed in the ER&R replacement program.

Fiscal Impact

Amount: $199,153.73 excluding WSST

Fund: **Juvenile, Building, Sheriff's Office, and Solid Waste**
****All vehicles purchased will be paid for by the department using them as outlined above**

Recommendation

The Fleet Manager recommends the Board ratify the purchase of three (3) 2022 Ford Escapes, a 2023 Ford F250 Truck, from Bud Clary Ford/Hyundai, and a 2023 Doge Charger Police from Northsound Auto Group, LLC dba Dwayne Lane's Dodge Inc. utilizing Washington State Contract No. 05916 and place the vehicles in the ER&R replacement program.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF RATIFYING THE PURCHASE OF THREE (3) 2022 FORD ESCAPES, A 2023 FORD F250 TRUCK FROM BUD CLARY FORD/HYUNDAI, AND A 2023 DODGE CHARGER POLICE FROM NORTHSOUND AUTO GROUP, LLC DBA DWAYNE LANE'S DODGE INC., UTILIZING WASHINGTON STATE CONTRACT NO. 05916

WHEREAS, pursuant to Resolution #2022-764 the Board authorized the Fleet Manager to advance purchase vehicles that were needing to be replaced in 2023 in an amount not to exceed $500,000.00; and

WHEREAS, resolution #2022-764 required that the Fleet Manager ratify all purchases made under this resolution; and

WHEREAS, the Fleet Manager was able to order three (3) 2022 Ford Escapes, a 2023 Ford F250 truck from Bud Clary Ford/Hyundai and a 2023 Dodge Charger Police from Northsound Auto Group, LLC dba Dwayne Lane's Dodge, Inc.; and

WHEREAS, an additional Ford F350 truck was ordered from Bud Clary Ford/Hyundai but was ultimately cancelled by Ford as they were limiting the number of Trucks that could be purchased due to supply and demand; and

WHEREAS, Purchase Agreements have been prepared, signed by our Deputy Prosecuting Attorney, Bud Clary Ford/Hyundai, Northsound Auto Group, LLC dba Dwayne Lane's Dodge, Inc. and by Michael McGhan, Fleet Manager on behalf of the County pursuant to Res. #2022-764, to allow the purchase of these vehicles utilizing Washington State Contract No. 05916; and

WHEREAS, the vehicles will be paid for by the following departments:

1. Vehicle #42-55 2022 Ford Escape replaced #42-50 and will paid for by Juvenile
2. 2023 Ford F250 Truck replaced #16-03 and will be paid for out of the PSST Funds for use by the Sheriff's Department
3. 2023 Dodge Charger Police replaced #14-03 and will be paid for out of the PSST Funds for use by the Sheriff's Department
4. Vehicle #1140 2022 Ford Escape will be purchased by the Solid Waste Fund for use at the MRWF
5. Vehicle #1139 2022 Ford Escape replaced #1102 and will be paid for by ER&R replacement funds for use by the Building Department

WHEREAS, in accordance with Resolution 2019-927 the *Benton County Road Department Equipment Rental and Revolving Fund (ER&R) Policy and Procedures*, all vehicles purchased will be managed and maintained by ER&R and placed in the ER&R replacement program; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby ratifies the Purchase Agreement for three (3) 2022 Ford Escapes, a 2023 Ford F250 Truck from Bud Clary Ford/Hyundai, Longview, WA, and a 2023 Dodge Charger Police from Northsound Auto Group LLC dba Dwayne Lane's Dodge, Inc. in an amount not to exceed $199,153.73 excluding WSST, utilizing Washington State Contract No. 05916; and

Original: Purchasing Dept.
cc: Auditor, ER&R, D. Hope

BE IT FURTHER RESOLVED, vehicle #42-50 will be replaced by vehicle #42-55 a 2022 Ford Escape, vehicle #16-03 will be replaced by a 2023 Ford Truck, vehicle #14-03 will be replaced by 2023 Dodge Charger Police and vehicle #1102 will be replaced by #1139 2022 Ford Escape; and

BE IT FURTHER RESOLVED, all vehicles being replaced with new vehicles will be surplus; and

BE IT FURTHER RESOLVED, the vehicles will be managed and maintained by ER&R and placed in the ER&R replacement program pursuant to Res. #2019-927.

Dated this 28th day of February 2023.

_____
Chairman

_____
Chairman Pro-Tem

_____
Commissioner

Constituting the Board of Commissioners
of Benton County, Washington

Attest_____
Clerk of the Board

Original: Purchasing Dept.
cc: Auditor, ER&R, D. Hope

DocuSign Envelope ID: D705A44C-D2D0-4451-BD38-F2E4DCDE7C82

PURCHASE AGREEMENT
Benton County, Washington

Benton County is a political subdivision, with its principal offices located at 620 Market Street, Prosser, WA 99350

RESOLUTION No: _____

Resolution number must appear on all invoices, packing slips, packages, correspondence, etc.

Vendor: Bud Clary Ford/Hyundai
Vendor Code: 106195
Vendor Contact: Kathleen Brennan ford.orders@budclary.com
Vendor Contact Phone: 360-423-4321 x7183
Vendor Principal Place of Business: Longview, WA

AGREEMENT:
In exchange for the consideration identified herein, the Vendor agrees to provide the following to Benton County under the terms described.

Ship To:	Bill To:
Benton County 102808 Wiser Parkway Kennewick, WA 99338	Benton County 102808 Wiser Parkway Kennewick, WA 99338

P.O. Date: 10/12/2022

Quote #		Est Qty	Unit Price	Total Price
	WA State Contract 05916-Motor Vehicles			
2022-10-147	2022 Ford Escape			
		3	$ 27,314.00	$ 81,942.00
	through the Washington State Master Contract Usage			
	Agreement-Contract No. 05916 per the attached quotes			

Payment is due by the County to Vendor within 30 days of delivery and the paperwork required pursuant to State Contract 05916. Payment will be made to: Clary Longview, LLC, P. O. Box 127, Longview, WA 98632

	-
SUB TOTAL =	$ 81,942.00
SALES TAX =	6,883.13
TOTAL ORDER =	$ 88,825.13

This purchase agreement incorporates by reference all terms and conditions issued off the State of Washington Contract No. 05916 between the State of Washington Department of Enterprise Services and Bud Clary Ford/Hyundai.

Vendor signature on this purchase agreement certifies acceptance of this agreement and all terms and conditions, and supersedes any conflicting terms.

Questions and Clarifications should be Addressed to Buyer Contact:

Contact: Michael McGhan
Address: 102808 Wiser Parkway
Kennewick, WA 99338
Phone: 509-539-4769
Email michael.mcghan@co.benton.wa.us

Approved as to Form
DocuSigned by:
Reid Hay
7D2675FA0905430...
10/24/2022
Reid Hay, Civil Deputy Prosecuting Attorney

DocuSign Envelope ID: D705A44C-D2D0-4451-BD38-F2E4DCDE7C82

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

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

Vendor Name (Print): Kathleen Brennan Title: Fleet Coordinator Date: 10/25/2022

Vendor Signature: DocuSigned by: Kathleen Brennan 0CE15CA541C84E4...

Benton County: DocuSigned by: Michael McGhan DDDFB1EB95A3483... Date: 10/25/2022

Michael McGhan, Fleet Manager

Danica Hope

From: Michael McGhan
Sent: Friday, October 21, 2022 9:37 AM
To: Danica Hope
Subject: FW: [EXTERNAL] Vehicle Purchase Request - 2022-10-147 - BENTON COUNTY - 10300

From: NOREPLY@des.wa.gov <NOREPLY@des.wa.gov>
Sent: Wednesday, October 12, 2022 2:38 PM
To: ford.orders@budclary.com
Cc: Michael McGhan <Michael.McGhan@co.benton.wa.us>
Subject: [EXTERNAL] Vehicle Purchase Request - 2022-10-147 - BENTON COUNTY - 10300

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

This is **NOT** a purchase order.
You must contact the dealer to discuss the purchase and provide a purchase order number before the vehicle will be ordered.

Contract & Dealer Information

Contract #: 05916 - Motor Vehicles
Dealer: Bud Clary Ford Hyundai
700 7th Avenue
PO Box 127
Longview WA 98632

Dealer Contact: Kathleen Brennan
Dealer Phone: (360) 423-4321 Ext: 7183
Dealer Email: ford.orders@budclary.com

Organization Information

Organization: BENTON COUNTY - 10300
Order Contact: Michael McGhan
Contact Phone: (509) 539-4769
Vehicle Location: BENTON COUNTY
Comments:

Contact Email: Michael.McGhan@co.benton.wa.us
Organization Reference #: Benton County Fleet Servi
Quote #: 2022-10-147

Color Options

Iconic Silver Metallic (JS) - 3

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2022-0311-001	2022 Ford Escape	3	$23,483.00	$70,449.00
2022-0311-002	INFORMATION ONLY: Bud Clary Ford offers a $300 prompt payment discount if payment is made within 20 days of vehicle delivery.	3	$0.00	$0.00

2022-0311-003	INFORMATION ONLY: Bud Clary Ford CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. $500 cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. $750 cancellation fee if vehicle has been delivered to customer and must be picked up by dealer and re-stocked into inventory. Absolutely NO cancellation if customer has licensed/registered vehicle. Upfits/Equipment ordered for vans, trucks, chassis cabs and police/fire vehicles will have a 10-30% re-stocking fee; custom bodies cannot be cancelled.	3	$0.00	$0.00
2022-0311-010	2022 Ford Escape Front-Wheel Drive, S Trim Level, 5-Passenger, 1.5L EcoBoost Engine w/ Auto Start-Stop Technology, 8-speed Automatic Transmission (2021MY: 28/34 MPG) (U0F/100A/996/448/TTVH) THIS IS THE BASE VEHICLE -- Please review Vehicle Standard Specs for complete description.	3	$0.00	$0.00
2022-0311-030	SE Trim Upgrade #200A (GAS) - (1.5 Liter EcoBoost w/ Auto Start-Stop Technology) [Includes all base vehicle S equipment, PLUS: privacy glass, SYNC3 (enhanced voice recognition communications, 8in LCD capacitive touchscreen in center stack with swipe capability, AppLink, 911 Assist, Apple CarPlay and Android Auto compatibility, two (2) Smart-Charging USB ports), SiriusXM Radio, Intelligent Access with Push-Button Start (4 Fobs), 17in Shadow Silver-painted aluminum wheels] SELECT THIS OPTION FOR DESCRIPTION, PLUS #200A FWD OR AWD PRICING BELOW	3	$0.00	$0.00
2022-0311-032	SE Trim Upgrade #200A (GAS), All-Wheel Drive (AWD) (2021MY: 26/31 MPG) (U9G/200A/996/448/TT4H)	3	$2,792.00	$8,376.00
2022-0311-037	SE OPTION - Mini Space-Saver Wheel (includes mini spare tire, wheel nut wrench and jack) (replaces tire inflator and sealant kit) (51Q or 51U)	3	$110.00	$330.00
2022-0311-043	SE OPTION - 8-Way Power Driver Seat w/ power lumbar and power recline) (Included w/ Convenience Package #86B) (90K)	3	$214.00	$642.00
2022-0311-048	SE OPTION - Interior Cargo Cover (Cargo Shade) (47B)	3	$135.00	$405.00
2022-0311-207	Floor Mats, HD Rubber Molded, Front (Weather Tech) (DLR)	3	$120.00	$360.00
2022-0311-208	Floor Mats, HD Rubber Molded, Rear (Weather Tech) (DLR)	3	$90.00	$270.00
2022-0311-209	Floor Mats, HD Rubber Molded, Cargo Area (Weather Tech) (DLR)	3	$120.00	$360.00
2022-0311-250	Stock Vehicle Upcharge, Dealer stock vehicle with all contract required equipment, delivery 14 days (Call dealer for availability) (DLR)	3	$250.00	$750.00

Request Totals

Total Vehicles:	3
Sub Total:	$81,942.00
8.400 % Sales Tax:	$6,883.13
Request Total:	$88,825.13

DocuSign Envelope ID: 2A63E232-3427-4455-9CED-CE9A6586F700

PURCHASE AGREEMENT
Benton County, Washington

Benton County is a political subdivision, with its principal offices located at 620 Market Street, Prosser, WA 99350

RESOLUTION No: _____

Resolution number must appear on all invoices, packing slips, packages, correspondence, etc.

Vendor: Northsound Auto Group, LLC dba Dwayne Lane's Dodge, Inc.
Vendor Code:
Vendor Contact: Mike O'Donnell fleet@dwaynelane.com
Vendor Contact Phone: 425-551-4905
Vendor Principal Place of Business: 10515 Evergreen Way Everett, WA 98204

AGREEMENT:
In exchange for the consideration identified herein, the Vendor agrees to provide the following to Benton County under the terms described.

Ship To:	Bill To:
Benton County 102808 Wiser Parkway Kennewick, WA 99338	Benton County 102808 Wiser Parkway Kennewick, WA 99338

P.O. Date: 11/7/2022

		Est Qty	Unit Price	Total Price
Quote #	WA State Contract 05916-Motor Vehicles			
2023-0503	2023 Dodge Charger Police			
		1	$ 40,720.00	$ 40,720.00
	through the Washington State Master Contract Usage			
	Agreement-Contract No. 05916 per the attached quote			

Payment is due by the County to Vendor within 30 days of delivery and the paperwork required pursuant to State Contract 05916. Payment will be made to: Northsound Auto Group, LLC dba Dwayne Lane's Dodge, Inc. 10515 Evergreen Way, Everett, WA

	-
SUB TOTAL =	$ 40,720.00
SALES TAX =	4,153.44
TOTAL ORDER =	$ 44,873.44

This purchase agreement incorporates by reference all terms and conditions issued off the State of Washington Contract No. 05916 between the State of Washington Department of Enterprise Services and Northsound Auto Group, LLC dba Dwayne Lane's Dodge, Inc.

Vendor signature on this purchase agreement certifies acceptance of this agreement and all terms and conditions, and supersedes any conflicting terms.

Questions and Clarifications should be Addressed to Buyer Contact:

Contact: Michael McGhan
Address: 102808 Wiser Parkway
Kennewick, WA 99338
Phone: 509-539-4769
Email michael.mcghan@co.benton.wa.us

Approved as to Form
DocuSigned by:
Reid Hay
7D2675FA0905430...
11/9/2022
Reid Hay, Civil Deputy Prosecuting Attorney

DocuSign Envelope ID: 2A63E232-3427-4455-9CED-CE9A6586F700

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

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

Vendor Name (Print): Mike O'Donnell Title: fleet manager Date: 11/9/2022

Vendor Signature: DocuSigned by: Mike O'Donnell AF778081E0C94AD...

Benton County: DocuSigned by: Michael McGhan DDDFB1EB95A3483... Date: 11/10/2022

Michael McGhan, Fleet Manager

DocuSign Envelope ID: 2A63E232-3427-4455-9CED-CE9A6586F700

Danica Hope

From: NOREPLY@des.wa.gov
Sent: Monday, November 7, 2022 12:30 PM
To: Michael McGhan
Cc: Gideon.Simukonda@des.wa.gov
Subject: [EXTERNAL] Vehicle Quote - 2022-11-131 - BENTON COUNTY - 10300

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

Vehicle Quote Number: 2022-11-131 Create Purchase Request View organization purchase requests

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 05916
Dealer: Northsound Dwayne Lane (W1675)
10515 Evergreen Way
Everett WA 98204

Dealer Contact: Mike O'Donnell
Dealer Phone: (425) 551-4905 Ext:
Dealer Email: fleet@dwaynelane.com

Organization Information

Organization: BENTON COUNTY - 10300
Email: michael.mcghan@co.benton.wa.us
Quote Notes:
Vehicle Location: KENNEWICK

Color Options & Qty

Pitch Black Clear Coat (PX8) - 1

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2023-0503-0001	2023 Dodge Charger Police	1	$39,200.00	$39,200.00
2023-0503-0002	INFORMATION ONLY: Due to current market conditions we cannot guarantee delivery times. Also, Stellantis/Chrysler will not guarantee that your vehicle will be built in the current model year. Stellantis/Chrysler will not provide price protection for unbuilt units. This is the last year of the current Charger Police. The Charger Police for 2024 will be all new.	1	$0.00	$0.00
2023-0503-0010	2023 Dodge Charger Police Rear Wheel Drive (RWD) (LDDE48) (26A) with 5.7L V8 Hemi MDS VVT Engine, with 370HP and 395 lb/ft torque, miles per gallon 16City/25Highway, with 2.62 rear axle ratio, and 8-speed auto 8HP70 transmission.	1	$0.00	$0.00
2023-0503-0017	Convenience Group I (AHM): Includes Power Front Driver and Passenger Seats (JPT), Power Driver and Pass 2-Way Lumbar Adjust (JRN), and Power Adjustable Pedals (XAP).	1	$540.00	$540.00
2023-0503-0018	Street Appearance Group (AEB). Includes Floor Carpet (CKD), Front and Rear Floor Mats (CLZ), Full Length Floor Console (CUF), Power Heated Mirrors w/Manual Fold Away (GUK), Exterior Mirrors w/Heating Element (NHJ), Illuminated Front Cupholders (CWP), Front/Rear Climate Control Outlets (XGA), Front Reading/Map Lamps (LBG), Dual Remote USB Port, Charge Only (RS4), 18inch Wheel Covers (W8A), and Rear Shelf Silencer Insulation (HGC). Deletes Equipment Mounting Bracket (XFX)	1	$420.00	$420.00

	between front seats. If you want the Equipment Mounting Bracket (XFX) with the Street Appearance Group must order Replace Full Console with Mini Console (CM8).			
2023-0503-0025	Fleet Safety Group (AWC): Includes Blind Spot, Pwr, Fold Pursuit Mirrors (GPB), Exterior Mirrors with Heating Element (NHJ), Blind Spot and Cross Path Detection (XAN).	1	$395.00	$395.00
2023-0503-0041	Full-size Tire Relocation Bracket Kit (TBH).	1	$165.00	$165.00

Quote Totals

Total Vehicles:	1
Sub Total:	$40,720.00
10.2 % Sales Tax:	$4,153.44
Quote Total:	$44,873.44

DocuSign Envelope ID: C054A1F2-10A6-4730-925D-A9FAD0DC7D1F

PURCHASE AGREEMENT
Benton County, Washington

Benton County is a political subdivision, with its principal offices located at 620 Market Street, Prosser, WA 99350

RESOLUTION No: _____

Resolution number must appear on all invoices, packing slips, packages, correspondence, etc.

Vendor: Bud Clary Ford/Hyundai
Vendor Code: 106195
Vendor Contact: Kathleen Brennan ford.orders@budclary.com
Vendor Contact Phone: 360-423-4321 x 7183
Vendor Principal Place of Business: 700 7th Ave Longview, WA 98632

AGREEMENT:
In exchange for the consideration identified herein, the Vendor agrees to provide the following to Benton County under the terms described.

Ship To:	Bill To:
Benton County 102808 Wiser Parkway Kennewick, WA 99338	Benton County 102808 Wiser Parkway Kennewick, WA 99338

P.O. Date: 11/7/2022

		Est Qty	Unit Price	Total Price
Quote #	WA State Contract 05916-Motor Vehicles			
2022-11-136	2023 Ford F250 Pickup, 4WD			
		1	$ 60,383.00	$ 60,383.00
	through the Washington State Master Contract Usage			
	Agreement-Contract No. 05916 per the attached quotes			$ -
				$ -

Payment is due by the County to Vendor within 30 days of delivery and the paperwork required pursuant to State Contract 05916. Payment will be made to: Clary Longview, LLC, P. O. Box 127, Longview, WA 98632

	-
SUB TOTAL =	$ 60,383.00
SALES TAX =	5,072.17
TOTAL ORDER =	$ 65,455.17

This purchase agreement incorporates by reference all terms and conditions issued off the State of Washington Contract No. 05916 between the State of Washington Department of Enterprise Services and Bud Clary Ford/Hyundai.

Vendor signature on this purchase agreement certifies acceptance of this agreement and all terms and conditions, and supersedes any conflicting terms.

Questions and Clarifications should be Addressed to Buyer Contact:

Contact: Michael McGhan
Address: 102808 Wiser Parkway
Kennewick, WA 99338
Phone: 509-539-4769
Email michael.mcghan@co.benton.wa.us

DocuSigned by:
Approved as to Form
Reid Hay
7D2675FA0905430...

11/22/2022

Reid Hay, Civil Deputy Prosecuting Attorney

DocuSign Envelope ID: C054A1F2-10A6-4730-925D-A9FAD0DC7D1F

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2) The person executing this Agreement is authorized to do so by his/her party;
3) The parties agree that they shall be bound by facsimile or electronic copies of Agreements (including purchase orders) and further agree that such copies shall constitute the original agreements(s) for all purposes.

Vendor Name (Print): Kathleen Brennan Title: Fleet Coordinator Date: 11/29/2022

Vendor Signature: DocuSigned by: Kathleen Brennan 0CE15CA541C84E4...

Benton County: DocuSigned by: Michael McGhan DDDFB1EB95A3483... Date: 11/23/2022

Michael McGhan, Fleet Manager

Contract Automobile Request System (CARS)

Washington State Department of Enterprise Services

Organization Purchase Request Details

Organization Information Return to Org Requests

Contract #:	05916 - Motor Vehicles	**Quote #:**	2022-11-136
Status:	Submitted To Dealer	**Submit Date:**	11-07-2022
Organization:	10300 - BENTON COUNTY - 10300	**Order Date:**	
Order Contact:	Michael McGhan	**Expected Delivery Date:**	
Contact Phone:	1(509)539-4769	**Delivery Date:**	
Contact Email:	michael.mcghan@co.benton.wa.us	**Cancel Date:**	
		Organization Reference #:	Benton County Fleet Servi
Dealer:	Bud Clary Ford/Hyundai - W403	**Organization PO #:**	
Dealer Address:	700 7th Avenue	**Dealer Contact:**	Kathleen Brennan
	PO Box 127	**Dealer Phone:**	(360) 423-4321 Ext: 7183
	Longview WA 98632	**Dealer Email:**	ford.orders@budclary.com
Internal Notes:			
Comments To Dealer:			
Dealer Reference #:	tbd		
Dealer Comments:	Please send a copy of your PO. 11/09/22 Revised to add #0044 NEW: XL STX Appearance Package (17S/TT1) $5,236.00, delete #0041 NEW: XL Chrome Package (96V) $217.00, delete #0055 Seats: Cloth 40/floor tray/40, driver side manual lumbar (Crew Cab) (TT4) $593.00 11/07/22 Option questions, email sent. Added info block		

Color Options

Color Name	Quantity
Agate Black Metallic (UM)	1

Tax Exempt: N

Vehicle Options

Order Code	Order Code Description	Qty	Unit Price	Ext. Price
2023-0821-0001	2023 Ford F250 Pickup, 4WD	1	$45,972.00	$45,972.00

2023-0821-0002	IMPORTANT 11/03/22: We are posting the 2023MY Super Duties in the CARS system early, even though Ford will not begin accepting Government vehicle orders until November 14th. The order bank will close December 16th. To prevent high volumes of government orders exceeding total 2023MY government vehicle allocation, Ford will pre-determine 23MY Super Duty allocation, per customer end-user Fleet Identification Number (FIN) based on five-year sales history data. Ford's order bank will stop accepting orders once your FIN has reached maximum allocation. Please note that some primary FINs have multiple end-users, so allotment will need to be distributed equitably. Bud Clary Ford has #05916 Contract sales history data for each FIN and each end-user.	1	$0.00	$0.00
2023-0821-0003	INFORMATION ONLY: Order-to-delivery timing remains very fluid due to the continuing global supply chain shortages, labor instability and high volume of nationwide orders being submitted. Ford Motor Company is not able to guarantee that this vehicle will be produced during the current model year production cycle. Also, due to uncontrollable increasing costs of raw materials, Ford might not be able to provide price protection for vehicles that will need to be re-ordered as 2024 model year. If Ford is unable to build this vehicle, we will contact you when we receive notification, offering the choice of order cancellation without penalty or acceptance of 24MY CARS contract pricing to re-order vehicle (and upfits if applicable) with factory expedited scheduling.	1	$0.00	$0.00
2023-0821-0004	INFORMATION ONLY: Bud Clary Ford offers a $300 Prompt Payment Discount if payment is received within 20 days of vehicle delivery.	1	$0.00	$0.00
2023-0821-0005	INFORMATION ONLY: Bud Clary Ford CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. $500 cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. $750 cancellation fee if vehicle has been delivered to customer and must be picked up by dealer and re-stocked into inventory. Absolutely NO cancellation if customer has licensed/registered vehicle. Upfits/Equipment ordered for vans, trucks, chassis cabs and police/fire vehicles will have a 10-30% re-stocking fee; custom bodies cannot be cancelled.	1	$0.00	$0.00
2023-0821-0010	2023 Ford F250 Pickup, Regular Cab, 4WD, 142WB, 8ft Box, 6.8L V8 Gas, TorqShift-G 10-Speed Automatic Transmission with Select Drive Modes, 10,000# GVWR, 3830# Payload, 3.73 RAR #X37, LT245/75Rx17E BSW All-Season Tires, 17in argent painted steel wheels/painted hub covers, (F2B/600A/99A/44F/142WB/TD8/64A) -- This is the BASE Vehicle, please refer to Vehicle Standard Specifications for complete description.	1	$0.00	$0.00
2023-0821-0014	Alternative Cab/Wheelbase: Crew Cab, 176WB, 8ft box, 10000# GVWR, 3230# Payload, 48-gallon fuel tank (W2B/176WB)	1	$3,909.00	$3,909.00
2023-0821-0015	7.3L 2V DECVT NA PFI V8 Gas w/ TorqShift 10-speed Automatic Transmission w/ Selectable Drive Modes: Normal, Tow/Haul, Eco and Deep Sand/Snow, 160-Amp Alternator, 3.73 RAR #X37 (Must also order XL STX Appearance Pacakge #17S) (Standard w/ XLT Trim models) (99N/44G)	1	$1,644.00	$1,644.00

2023-0821-0020	NEW: Ford Pro Upfit Integration System (interface w/ equipment only; not programmable, not cloud-connected. Note: programmable and cloud-connected version will be late availability) (Recommended for snowplows and trucks that will utilize upfit aftermarket equipment) (18A)	1	$386.00	$386.00
2023-0821-0028	Platform Running Boards (Extended/Crew Cabs)(18B)	1	$429.00	$429.00
2023-0821-0029	Rear Window Defrost (Includes Privacy Glass #924) (43B/924)	1	$87.00	$87.00
2023-0821-0035	LED Roof Marker/Clearance Lamps (standard on F350 DRW) (592)	1	$92.00	$92.00
2023-0821-0036	LED Box Lighting (Includes LED Center High-Mounted Stop Lamp CHMSL) (66L)	1	$57.00	$57.00
2023-0821-0042	NEW: XL Driver Assist Package (automatic high beam, Pre-Collision Assist w/ Automatic Emergency Braking and Forward Collision Warning) (96D)	1	$705.00	$705.00
2023-0821-0044	NEW: XL STX Appearance Package (Crew Cab 4x4 SRW only) [Includes 360-Degree Camera Package #874; Automatic High Beam; BLIS w/ Cross-Traffic Alert; Reverse Brake Assist; Reverse Sensing System; F250 10K GVWR Package #68U; BoxLink - (4) premium locking cleats w/ interface brackets; body-color front and rear bumpers; cloth 40/20/40 split bench #TT1 w/ center armrest, cupholder and storage, driver side manual lumbar; full carpet w/ floor mats; LED box lighting; LED center high-mounted stop lamp (CHMSL); LED fog lamps; LED reflector lamps; painted grille; STX fender vent badge; upgraded interior door panels; 18in Ebony Black Painted Aluminum Wheels #64S; LT275/70Rx18E BSW All-Terrain Tires #TDX] (Not compatible w/ XL Chrome Package #96V) (if ordered w/ 7.3L Gas, increases GVWR: Crew 160WB 10500#; Crew 176WB 10600#) (17S/TT1)	1	$5,236.00	$5,236.00
2023-0821-0046	NEW: XL FX4 Off-Road Package (4x4 Only) (Includes Hill Descent Control, off-road specifically tuned front/rear shock absorbers, skid plates - transfer case and fuel tank, unique FX4 Off-Road box decal) [Must also order All-Terrain Tires and Electronic-Locking Rear Differential (SRW) / Limited Slip Rear Axle (DRW)] (17X)	1	$478.00	$478.00
2023-0821-0062	Electronic Locking Rear Axle (3.31/3.55/3.73/4.30) (SRW Only) (X3H/X3J/X3E/X4M)	1	$416.00	$416.00
2023-0821-0213	Trailer Tow Hitch Receiver Option: Sleeve Reducer - 2.5in to 2in (DLR)	1	$47.00	$47.00
2023-0821-0215	Mud Flaps, front (DLR)	1	$88.00	$88.00
2023-0821-0216	Mud Flaps, Rear (Single Rear Wheel) (DLR)	1	$88.00	$88.00
2023-0821-0218	Floor Mats, HD Rubber Molded, Front (Weather Tech) (DLR)	1	$132.00	$132.00
2023-0821-0221	Fire Extinguisher, 2.5# Dry Chemical ABC Rated w/ Mounting Bracket, uninstalled (DLR)	1	$47.00	$47.00
2023-0821-0222	Spray-In Bedliner (DLR)	1	$570.00	$570.00

Request Totals

Total Vehicles: **1**
Sub Total: **$60,383.00**
8.4 % Sales Tax: **$5,072.17**

Request Total: **$65,455.17**

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COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 28, 2023
Subject:	Approving First Contract Amendment with Trade Services Northwest, Inc., DBA Mr. Rooter Plumbing To Provide Plumbing Maintenance and Repair Services
Presenter:	
Prepared By:	P Schut
Reviewed By:	Purchasing Department

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

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

Summary / Background Information

Per Resolution 2022-166, the Board of Benton County Commissioners entered a contract with Trade Services Northwest, Inc., DBA Mr. Rooter Plumbing to provide plumbing maintenance and repair services. The original Contract expires on February 28, 2023, but allows for one 12-month extension.

The contract amendment is necessary to extend the expiration date to March 1, 2024.

Fiscal Impact

N/A

Recommendation

Approve the attached contract amendment with Trade Services Northwest, Inc., DBA Mr. Rooter Plumbing.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE FIRST AMENDMENT TO THE PUBLIC WORKS CONTRACT WITH TRADE SERVICES NORTHWEST, INC., DBA MR ROOTER PLUMBING FOR PLUMBING MAINTENANCE AND REPAIR SERVICES

WHEREAS, per Resolution 2022-166, the Board of Benton County Commissioners entered a contract with Trade Services Northwest, Inc., DBA Mr. Rooter Plumbing, for plumbing maintenance & repair services; and

WHEREAS, the original contract expires February 28, 2023, but allows for one 12-month extension; and

WHEREAS, the contract amendment is needed to extend the expiration date from February 28, 2023, to March 1, 2024; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners hereby authorizes the Chairman to sign the attached first amendment to the public works contract with Trade Services Northwest, Inc., DBA Mr. Rooter Plumbing to extend the contract expiration date from February 28, 2023, to March 1, 2024.

Dated this . . . . . day of . . . . . , 2023.

Chairman of the Board

Chairman Pro-Tem

Commissioner

Constituting the Board of County Commissioners of Benton County, Washington

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

Orig.: File – Purchasing Department P. Schut
cc: Auditors; BC Facilities, Purchasing Department

DocuSign Envelope ID: F9A60E75-A8C2-48C7-A6A9-0E6A413C8C60

FIRST CONTRACT AMENDMENT
PUBLIC WORKS CONTRACT

THIS FIRST CONTRACT AMENDMENT (hereinafter "First Amendment") is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **TRADE SERVICES NORTHWEST, INC. DBA MR ROOTER PLUMBING**, a corporation organized under the laws of the State of Washington, with its principal offices at 214610 E ST 397, Kennewick, WA 99337 (hereinafter "CONTRACTOR").

WHEREAS, per Benton County Resolution No. 2022-166, the parties entered into a Public Works Contract, ending February 28, 2023 (hereinafter the "CONTRACT"), whereby CONTRACTOR agreed to provide plumbing repair & maintenance services; and

WHEREAS, the COUNTY wishes to extended the contract for a period of 12 months as allowed by the original contract; and

WHEREAS, this First Amendment is necessary to extend the contract; and

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

2. **DURATION OF CONTRACT** – Section 2 will be replaced in its entirety with the section below.

The term of this Contract shall begin on March 1, 2022, and shall expire on March 1, 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.

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

FOR BENTON COUNTY

Chairman Date

TRADE SERVICES NORTHWEST, INC. DBA MR ROOTER PLUMBING

DocuSigned by:
2/15/2023
Signature Date

Shaylin King
Name

President
Title

APPROVED AS TO FORM:

DocuSigned by:
Eric Andrews
Benton County Deputy Prosecuting Attorney, Civil

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 28, 2023
Subject:	Execute Contract with MacKay & Sposito, Inc. for the Two Rivers Park Boardwalk Project
Presenter:	
Prepared By:	P. Schut
Reviewed By:	Purchasing Department

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

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

Summary / Background Information

The 2023-2028 Capital Improvement Plan included a project to construct a new boardwalk out at Two Rivers Park.

Pursuant to Resolution #2021-233, the Benton County Procurement, Leasing, and Contracting Policy, Section 5.4, the County has entered into an agreement with MRSC to create and maintain Benton County's consulting Roster. The County utilized the MRSC Consulting Roster and chose MacKay & Sposito Inc. as the most qualified consultant, as they have done similar work around the Tri-Cities area.

The Director of Operations & Capital Programs recommends executing a contract with MacKay & Sposito, Inc. A Professional Services Contract has been prepared, reviewed, and approved as to form by our departmental Deputy Prosecuting Attorney and signed by MacKay & Sposito, Inc.

The Contract will commence on the last date signed and will expire on December 31, 2023.

Fiscal Impact

Amount: $41,150.60 excluding WSST

Fund: Park Development Fund

Recommendation

It is recommended by the Director of Operations and Capital Programs that the Board approve and sign the Contract with MacKay & Sposito, Inc. for the Two Rivers Park Boardwalk Project.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN TO SIGN THE CONTRACT WITH MACKAY & SPOSITO, INC., PASCO, WASHINGTON, FOR THE DESIGN OF THE TWO RIVERS PARK BOARDWALK PROJECT

WHEREAS, the 2023-2028 Capital Improvement Plan included constructing a new boardwalk at Two Rivers Park; and

WHEREAS, pursuant to Resolution #2021-233, the Benton County Procurement, Leasing, and Contracting Policy, Section 5.4, the County has entered into an agreement with MRSC to create and maintain Benton County's Consultant Roster; and

WHEREAS, the County utilized the MRSC Consulting Roster and chose MacKay & Sposito, Inc. as the most qualified consultant, as they have done similar work around the Tri-Cities area; and

WHEREAS, the Director of Operations & Capital Programs recommends executing a contract with MacKay & Sposito, Inc.; and

WHEREAS, a Professional Services Contract has been prepared, reviewed, and approved as to form by our departmental Deputy Prosecuting Attorney and signed by MacKay & Sposito, Inc.; and

WHEREAS, a contract for $41,150.60, excluding Washington State Sales Tax, has been executed by MacKay & Sposito, Inc.; **NOW, THEREFORE,**

BE IT RESOLVED, that the Board of Benton County Commissioners concurs with the Director of Operations & Capital Programs and hereby authorizes the Chairman to sign the Professional Services Contract for the design of the Two Rivers Park Boardwalk project with MacKay & Sposito, Inc. of Pasco, Washington, for a total amount not to exceed $41,150.60 excluding WSST; and

BE IT FURTHER RESOLVED, the Director of Operations and Capital Programs is hereby authorized to proceed with the Two Rivers Park Boardwalk Project according to the terms of the contract; and

BE IT FURTHER RESOLVED, the term of the Professional Services Contract commences on the last date signed and expires on December 31, 2023.

Dated this 28th day of February 2023.

_____
Chairman

_____
Chairman Pro-Tem

_____
Commissioner

Attest:_____
Clerk of the Board

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

Orig.: Procurement P. Schut
cc: Auditor, PA, Mackay & Sposito

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BENTON COUNTY
PROFESSIONAL SERVICES CONTRACT

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **MACKAY & SPOSITO, INC.** a corporation organized under the laws of the State of Washington with its principal offices at 7220 NE 41st, STE 100, Vancouver, WA 98662 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

a. Exhibit A – Scope of Work & Fees; and

2. DURATION OF CONTRACT

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

3. SERVICES PROVIDED

a. The CONTRACTOR shall provide architect & engineering services for the design of the Two Rivers Park Boardwalk Project. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Scope of Work & Fees", which is attached hereto and incorporated herein by reference.

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

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

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

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:	Bryan Cole
Address:	1110 Osprey Pointe Blvd; STE 105 Pasco, WA 99301
Phone:	509-619-7092
Email:	bcole@mackaysposito.com

b. For COUNTY:

Name:	Robert Blain
Address:	7122 Okanogan Place; STE E330 Kennewick, WA 99336
Phone:	509-736-2704
Email:	Robert.Blain@co.benton.wa.us

5. COMPENSATION

a. For the services performed under this Contract, the CONTRACTOR shall be paid at the rates set forth in Exhibit A, "Scope of Work & Fees", which is attached hereto and incorporated herein by reference

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed Forty-One Thousand One Hundred Fifty Dollars and Sixty Cents ($41,150.60), excluding W.S.S.T.

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

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Contract.

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

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

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

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

6. AMENDMENTS AND CHANGES IN WORK

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

b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not

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proceed until the Contract Amendment is duly executed by the COUNTY.

7. HOLD HARMLESS AND INDEMNIFICATION

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

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

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

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by the CONTRACTOR, or the CONTRACTOR'S employees, agents, or subcontractors.

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

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

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COUNTY for recovery of damages to the extent they are covered by workers compensation and employers liability.

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

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

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

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

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

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or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

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

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

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

e. **Other Insurance Provisions:**

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

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

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

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

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liability.

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

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

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

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

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

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

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

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

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

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

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

9. TERMINATION

a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving thirty (30)

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

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

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

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

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

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance,

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

12. INDEPENDENT CONTRACTOR

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

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

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

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

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

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

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

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

b. All design work done by the CONTRACTOR shall be done on AutoCAD Civil 3D 2015 or higher, or other systems mutually agreed upon, an electronic copy of which shall be submitted to the COUNTY upon request and/or at the expiration of the Contract. Should a construction project result from the work of the CONTRACTOR, the record drawings from the CONTRACTOR shall be transposed onto the electronic design drawings and submitted to the COUNTY.

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

17. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify, and defend the

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

18. DISPUTES

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

19. CONFIDENTIALITY

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

20. CHOICE OF LAW, JURISDICTION, AND VENUE

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

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

21. SUCCESSORS AND ASSIGNS

The COUNTY, to the extent permitted by law, and the CONTRACTOR

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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

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period requirements for professional liability insurance (Section 8(a)); inspection and keeping of records and books (Section 14); litigation hold notice (Section 26); Public Records Act (Section 27); and confidentiality (Section 19).

26. LITIGATION HOLD NOTICE

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

27. PUBLIC RECORDS ACT

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

- This section left blank intentionally -

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

Dated:_____

FOR: BENTON COUNTY

Chairman

Approved as to Form

DocuSigned by:
Eric Andrews
B4F7673BD8A1486...

Civil Deputy Prosecuting Attorney

Dated: 2/16/2023

FOR: MACKAY & SPOSITO, INC.

DocuSigned by:
72D0222E2301457...

Signature

President / CEO

Title:

Derrick Smith

Print Name

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MacKay Sposito

Pasco Office

1110 Osprey Point Blvd., Suite 105 Pasco, WA 99301
509.374.4248 www.mackaysposito.com

February 10, 2023

Robert Blain
Director of Operations and Capital Programs Benton County
7122 W. Okanogan Pl, Bld E
Kennewick WA 99336

Re: Two Rivers Park – Nature Trail Boardwalk

Dear Mr. Blain:

I want thank the County for this opportunity to provide engineering services for the design, permitting and construction of the proposed board walk at Two Rivers Park.

Based on our conversations and review of the permit documents the state and federal agencies we have approved your project and you are ready to construct the boardwalk. We look forward to helping the County reach that finish line and the following scope of work provides you our process and associated fees.

The proposal includes our scope of work or Exhibit A and our fees, Exhibit B. Each task has been broken out reflecting costs for your review and approval.

We really appreciate this opportunity to work with you and please feel free to call me if you have any questions.

Sincerely,

Bryan A. Cole PLA, ASLA
Director of Landscape Architecture

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Scope of Work

(Exhibit "A")
Benton County
Engineering and Related Services Two Rivers Park –Nature Trail Boardwalk

1.0 PROJECT MANAGMENET

The Project Manager will coordinate the County, organize project resources, and monitor and control budget and progress.

1.1 INVOICING

1.1.1 Prepare and submit monthly invoices consistent with the work completed.

Assumption: Invoicing shall be by Task as described in this Scope of Work. Invoices will indicate, by Task, total budget, amount previously billed, amount of current billing, total amount billed to date, and budget remaining. Invoice attachments shall include personnel names, personnel classifications, billing rates, hours, and direct charges.

Deliverables: Monthly Invoices (6) total

1.2 PROJECT COORDINATION

1.2.1 Conduct (2) two virtual coordination meetings with the county's team during the project design and contract documentation.

Deliverables: Meeting agenda, meeting minutes, and task assignments.

2.0 PROJECT START UP

2.1 KICK-OFF MEETING

2.1.1 Attend a kick off meeting with the County to go over the scope of work and schedule for deliverables and any check in submittals or meeting with the permitting agencies. A site visit date and time will be established and we will identify who will be in attendance.

Deliverables: Meeting minutes/notes and task assignments.

2.2 SURVEY

2.3.2 Conduct field survey of site to construct Topographic Base Map in Civil3D 2023 format with COGO (Coordinate Geometry) points, line work, and 3D surface for use in design. Center line of boardwalk will have shots taken at 25' intervals with center line offset shots taken 25' on either side.

2.3.2 Compile the survey data to develop a base plan that will be used for design.

Deliverables: Compiled survey data/AutoCAD base

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3.0 DESIGN DEVELOPMENT

3.1 DESIGN DEVELOPMENT

3.1.1 During this phase we will develop a draft design for the boardwalk including identifying the preliminary boardwalk alignment. Plans will include identification of materials, boardwalk railing design, integration of benches and mounting system for future interpretive sign panels.

Deliverables:

- *Site plan 1"=20'*
- *Boardwalk Layout plan 1"=20'*
- *Typical elevations and details (bench/railing/interpretive mounting)*
- *Estimate of probable costs*

3.2 COUNTY REVIEW AND MEETING

3.2.1 County review period is anticipated for a duration of 1 week. We will then conduct a review meeting with the project manager and key staff to receive input and direction prior to proceeding with the construction documents. We will also use this meeting to discuss the parks board agenda and approach.

Deliverables: Comment form, meeting notes and task assignments.

4.0 CONSTRUCTION DOCUMENTS

4.1 90% CONSTRUCTION DOCUMENTS

4.1.1 Develop a 90% Construction Document (CD) plan set for the County's review and approval. Documents will include comments received during the DD phase.

Deliverables to include:

- *Cover/Vicinity map (1) 22 x 34" sheet*
- *Existing conditions plans (1) sheets 1"=40'*
- *Erosion control plans and details (2) sheets 1" =20'*
- *Boardwalk Materials and Layout plans (2) sheets 1" =20'*
- *Boardwalk Alignment, Benchmark, and Stationing Plan (1) sheets 1" =20'*
- *Project details (6) sheets*
- *Draft Special provisions*
- *Draft Engineers Estimate and Bid Tab*

4.1.2 County review period is anticipated for a duration of 2 weeks. We will then conduct a review meeting with the project manager and key staff to receive input and direction prior to proceeding with the final construction documents.

Deliverables: Meeting minutes/notes, and task assignments.

4.2 FINAL SUBMITTAL

4.2.1 Develop the final Construction Document (CD) plan set for use in bidding and construction. Documents will include comments received during the 90% CD phase.

Deliverables to include:

- *Cover/Vicinity map (1) 22 x 34" sheet*

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- *Existing conditions plans (1) sheets 1"=40'*
- *Erosion control plans and details (2) sheets 1" =20'*
- *Boardwalk Materials and Layout plans (2) sheets 1" =20'*
- *Boardwalk Alignment, Benchmark, and Stationing Plan (1) sheets 1" =20'*
- *Project details (6) sheets*
- *Structural calculations*
- *Special provisions*
- *Engineers estimate and bid tab*

5.0 BIDDING

5.1 BID DOCUMENT DEVELOPMENT

5.1.1 Coordinate and assist the County's procurement department and project manager in the development of the contract bid documents that will include compiling the technical drawings, project special provisions, development of the bid schedules and reviewing the front-end (Division 0 and 1) contractual language provided by the County.

Deliverables: Develop and compile bid documents

5.2 BIDDING

5.2.1 Attend a pre-bid meeting on site with the County. Address comments/questions during bidding.

Deliverables: Answer bidder's questions, develop addendum as needed.

6.0 SERVICES DURNING CONSTRUCTION (OPTIONAL)

6.1 CONSTRUCTION SERVICES

6.1.1 Attend pre-construction meeting review the schedule and assist the County in leading the pre-construction meeting.

6.1.2 Construction Inspection. Provide quality control and assurance oversight and inspections during construction. This task includes (3) three inspections during construction by our inspector based on a 30 day working period. The inspector will review construction work taking place and the contractor quality of work.

Deliverables: Progress reports and photos.

6.1.3 Attend (3) weekly construction meetings during construction. The Construction Manager will notify MacKay Sposito 24 hours prior to attendance.

Deliverables: Review meeting agenda and minutes and provide feedback to the Construction Manager.

6.1.4 Upon notification from the contractor we will initiate a final completion walkthrough to review the improvements and verify contract compliance.

Deliverables: Substantial and final completion punch lists.

6.1.5 Develop asbuilt drawings for the County's file. This information will be based on the contractor's markups completed in the field.

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Deliverables: AutoCAD and PDF files of the asbuilts.

PROJECT ASSUMPTIONS:

1. The following assumptions include the following:
    a. The County will obtain the Special Flood Hazard Development permit prior to construction.
    b. The total length of the boardwalk is anticipated to be 300’ feet.
    c. The board walk will be designed to accommodate the weight and size of a typical ATV that ranges from 3.5-4’ in width. Including a 4’ wide travel way for the vehicle.
    d. The incorporation of benches at the overlook will be evaluated during design development and would be comprised of wood and will be integrated into the railing system.
    e. The County will manage permit compliance and interactions with the permitting agencies.
    f. The boardwalk will be made of pressure wood timbers and planks. No staining or paint is required.
    g. The two interpretive panels required by the permits per the mitigation requirements will be provided by the County. MacKay Sposito will provide mounting system (comprised of wood) that the two panels can be hung or mounted to. Panel information will be provided prior to completion of the 90% construction documents.
    h. A budget for the construction of the boardwalk has been identified, $150,000. At the design development submittal, we will evaluate construction costs prior to initiating the 90% construction documents. Our scope does not include a value engineering effort, and due to inflationary costs we are seeing in the market, we cannot guarantee that the County can build 300’ of boardwalk for the identified budget.
    i. A county building permit for the board walk is the only permit that will be required during this phase. All other federal and state permits have been acquired by the County.

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Fees

(Exhibit "B") Fees
Benton County
Engineering and Related Services Two Rivers Park –Nature Trail Boardwalk

Task 1.0	Project Management	$ 1,344.00
Task 2.0	Project Startup	$ 3,518.55
Task 3.0	Design Development	$ 3,096.00
Task 4.0	Construction Documents	$26,301.10
Task 5.0	Bidding	$ 1,878.55
	Total:	**$36,138.20**
Task 7.0	Construction Services (Optional)	$ 5,012.40
Grand total with optional service:		**$41,150.60**

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MacKay Sposito

ENERGY | PUBLIC WORKS | LAND DEVELOPMENT

2023 HOURLY RATE SCHEDULE

Eastern Washington

	Regular		Regular
Engineering Manager	$228.00	Landscape Designer II	$116.00
Project Engineer	$192.00	Land Surveyor IV	$168.00
Project Manager – Landscape	$168.00		

The above rates cover salaries, overhead and profit. All other materials and expenses will be billed on an actual cost plus 10% basis. Overtime rates will be 1.5 times unless otherwise negotiated. These rates will be adjusted annually or as necessary to reflect market conditions. Sub-Consultants costs will be on actual cost plus 10% to compensate MacKay Sposito for Business Occupation Tax and administrative costs.

Per diem rates for travel within the continental United States will be billed in accordance with the rates published by the Office of Governmentwide Policy, General Services Administration (GSA) for the applicable fiscal year. Mileage will be billed in accordance with standard mileage rates published by the Internal Revenue Service.

Engineering categories are in accordance with ASCE Classifications. Rates detailed above do not apply to Federal or State contracts with specific Wage Determinations or mandated prevailing wage/fringe benefits minimum.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 28, 2023
Subject:	Approving Second Contract Amendment with Yoder, Inc. DBA Coffey Refrigeration To Provide Kitchen Maintenance & Repair Services
Presenter:	
Prepared By:	P. Schut
Reviewed By:	Purchasing Department

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

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

Summary / Background Information

Per Resolution 2021-278, the Board of Benton County Commissioners entered into a contract with Yoder, Inc. DBA Coffey Refrigeration to provide kitchen equipment maintenance & repair services.

Per Resolution 2022-197, the Board of Benton County Commissioners agreed to a contract amendment with Yoder, Inc. DBA Coffey Refrigeration, extending the contract expiration to March 31, 2023.

A second contract amendment is needed to increase the dollar amount of the Contract to allow for some unexpected repairs to be done.

Fiscal Impact

Amount: $10,000.00 excluding WSST

Fund: General Fund – Facilities Department

Recommendation

Approve the attached Contract Amendment with Yoder, Inc. DBA Coffey Refrigeration.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE SECOND AMENDMENT TO THE PUBLIC WORKS CONTRACT WITH YODER, INC. DBA COFFEY REFRIGERATION FOR THE KITCHEN EQUIPMENT MAINTENANCE AND REPAIRS AND AUTHORIZING THE CHAIRMAN TO SIGN THE AMENDMENT

WHEREAS, per Resolution 2021-278, the Board of Benton County Commissioners entered into a contract with Yoder, Inc. DBA Coffey Refrigeration to provide kitchen equipment maintenance services; and

WHEREAS, per Resolution 2022-197, the Board of Benton County Commissioners agreed to a contract amendment with Yoder, Inc. DBA Coffey Refrigeration extending the contract expiration to March 31, 2023; and

WHEREAS, a second contract amendment is needed to increase the dollar amount of the Contract to allow for some unexpected repairs to be done; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners hereby approves and authorizes the Chairman to sign the attached second amendment to the public works contract with Yoder, Inc. DBA Coffey Refrigeration to increase the amount not to exceed from $34,999.00 to $44,999.00.

Dated this . . . . . day of . . . . . , 2023.

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

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

Orig.: File – Purchasing Department
cc: Auditors; PA; BC Facilities

P. Schut

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SECOND CONTRACT AMENDMENT
PUBLIC WORKS CONTRACT

THIS SECOND CONTRACT AMENDMENT (hereinafter "Second Amendment") is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **YODER, INC. DBA COFFEY REFRIGERATION**, a corporation organized under the laws of the State of Washington, with its principal offices at 6716 W Arrowhead Ave, Kennewick, WA 99336 (hereinafter "CONTRACTOR").

WHEREAS, per Benton County Resolution No. 2021-278, the parties entered into a Public Works Contract, ending March 31, 2022 (hereinafter the "CONTRACT"), whereby CONTRACTOR agreed to provide kitchen equipment maintenance services; and

WHEREAS, per Benton County Resolution No. 2022-197, the parties agreed to the First Contract Amendment, that extended the expiration date from March 31, 2022 to March 31, 2023 (hereinafter the "CONTRACT"), whereby CONTRACTOR agreed to provide kitchen equipment maintenance services; and

WHEREAS, the COUNTY wishes increase the dollar amount of contract accommodate some higher than expected repair costs; and

WHEREAS, this Second Amendment is necessary to increase the Contract amount by $10,000.00; and

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

3. **COMPENSATION** – Section 3(b) will be replaced in its entirety with the section below.

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed forty-four Thousand Nine Hundred Ninety-Nine dollars and zero cents ($44,999.00), including W.S.S.T. The CONTRACTOR shall monitor its cumulative total accounts receivables to ensure that it will not do work in excess of the maximum total amount payable set forth in this section and that its total billings will not exceed the maximum total amount payable. The CONTRACTOR shall inform the COUNTY promptly in writing if the CONTRACTOR's cumulative accounts receivable attributable to the COUNTY, pursuant to this Contract, reaches eighty percent (80%) of the maximum total amount payable so that budgeting and approval of additional amounts may be obtained (if appropriate). Any dollar amount above the maximum total amount payable will only be approved with an amendment to this Contract.

This section was intentionally left blank

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

FOR BENTON COUNTY

Chairman Date

YODER, INC. DBA COFFEY REFRIGERATION

DocuSigned by:
Christian Search
E7AE70CB0F00405...
2/13/2023

Signature Date

Christian Search

Name

President

Title

APPROVED AS TO FORM:

DocuSigned by:
Eric Andrews
B4F7673BB6A1486...

Benton County Deputy Prosecuting Attorney, Civil

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 28, 2023
Subject:	Authorizing the purchase of office furniture from the State of Washington Department of Corrections, Correctional Industries for the Public Services Building
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, Building and Planning Departments desire to reconfigure the existing office space to better meet the needs of the departments. The existing office layout was designed and installed by Correctional Industries. A new layout was drafted by Correctional Industries and has been reviewed and approved by the departments.

Public Works Manager, Building Manager and Planning Manager recommend purchasing the office furniture from Correctional Industries.

Fiscal Impact

Amount: **$15,984.64 excluding WSST**

Fund: **Road Fund**

Recommendation

Approve the purchase of office furniture from Washington State Department of Corrections, Correctional Industries for use in the Public Services Building in the amount of $15,984.64 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 AUTHORIZING THE PURCHASE OF OFFICE FURNITURE FROM THE STATE OF WASHINGTON DEPARTMENT OF CORRECTIONS, CORRECTIONAL INDUSTRIES UTILIZING WASHINGTON STATE CONTRACT NO. 05616

WHEREAS, by Resolution 2013-431 dated June 11, 2013, the Board of County Commissioners approved the Master Contract Usage Agreement for the purpose of purchasing or acquiring goods and services under contracts entered into by the Department of Enterprise Services; and

WHEREAS, Washington State Contract No. 05616 allows for the purchase of office furniture from Correctional Industries; and

WHEREAS, the Public Works, Building, and Planning Departments desire to reconfigure the existing office space to better meet the needs of the departments; and

WHEREAS, the existing office layout was designed and installed by Correctional Industries; and

WHEREAS, Correctional Industries has drafted a new office configuration which has been reviewed and approved by Public Works, Building, and Planning Departments; and

WHEREAS, the Public Works Manager, the Building Manager, and the Planning Manager recommend purchasing the office furniture from Correctional Industries; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the Public Works Manager, the Building Manager, and the Planning Manager recommendation and authorizes the purchase of office furniture for the reconfiguration of the cubicles at the Public Services Building utilizing Washington State Contract No. 05616 from the State of Washington Department of Corrections, Correctional Industries in an amount not to exceed $15,984.64 excluding WSST.

Dated this 28th day of February 2023.

_____
Chairman of the Board

_____
Chairman ProTem

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

Attest _____
Clerk of the Board

Original: Procurement
cc: Auditor, Correctional Industries D. Hope

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FINAL

WASHINGTON STATE
CORRECTIONAL INDUSTRIES

DATE: February 8, 2023

TO: Danica Hope - Benton County

RE: T7705A - Public Works - Benton Co. Public Works Reconfigure

We are pleased to present the attached FINALIZED DRAWING PACKET in accordance with Washington State contract #05616 for your review. This packet includes the following:

- Two and three dimensional product drawings with room layouts
- A detailed Bill of Materials
- A final quotation of all charges and taxes
- Color Selection Authorization

Our goal, at CI Design Services, is to provide you with the most complete, accurate, and professional presentation of our product that's possible. Please don't hesitate to contact us if you have any questions or concerns.

After we have reviewed this packet together and you've signed all necessary pages, please forward the Entire packet along with your signed Purchase Order to CI Customer Service via email to support@washingtonci.com or fax to (1-888-535-0627).

Thank you for your support of our program.

Sincerely,

Chandler Gillis - Sales Manager

Account Executive

This pricing is valid for 30 days from the date on this cover sheet.

PAGES: ___17____ Including Cover Page

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WASHINGTON STATE CORRECTIONAL INDUSTRIES

SPACE PLAN DESIGN

DRAWING NUMBER: T7705A

CUSTOMER: BENTON COUNTY

PROJECT NAME: PUBLIC WORKS - BENTON COUNTY PUBLIC WORKS RECONFIG - OPTION 2

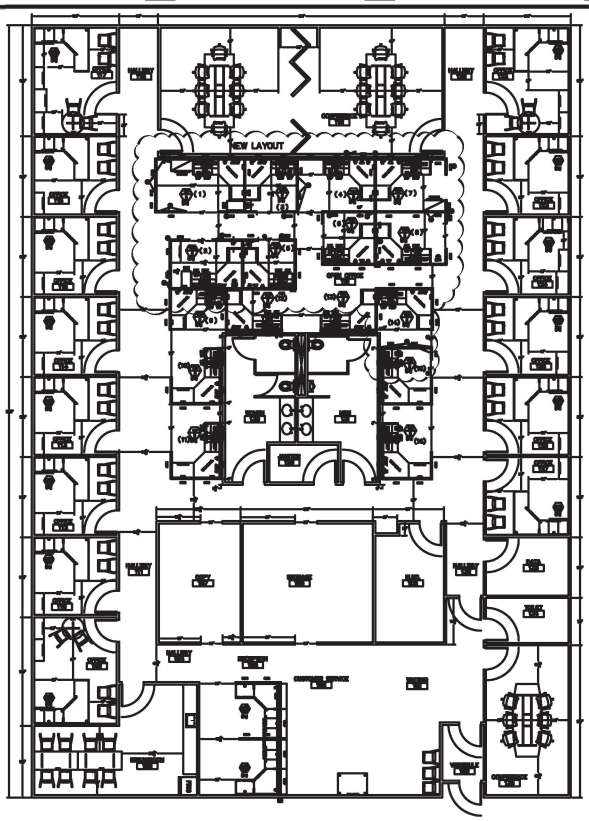
PACKET: DRAFT ☐ FINAL ☒

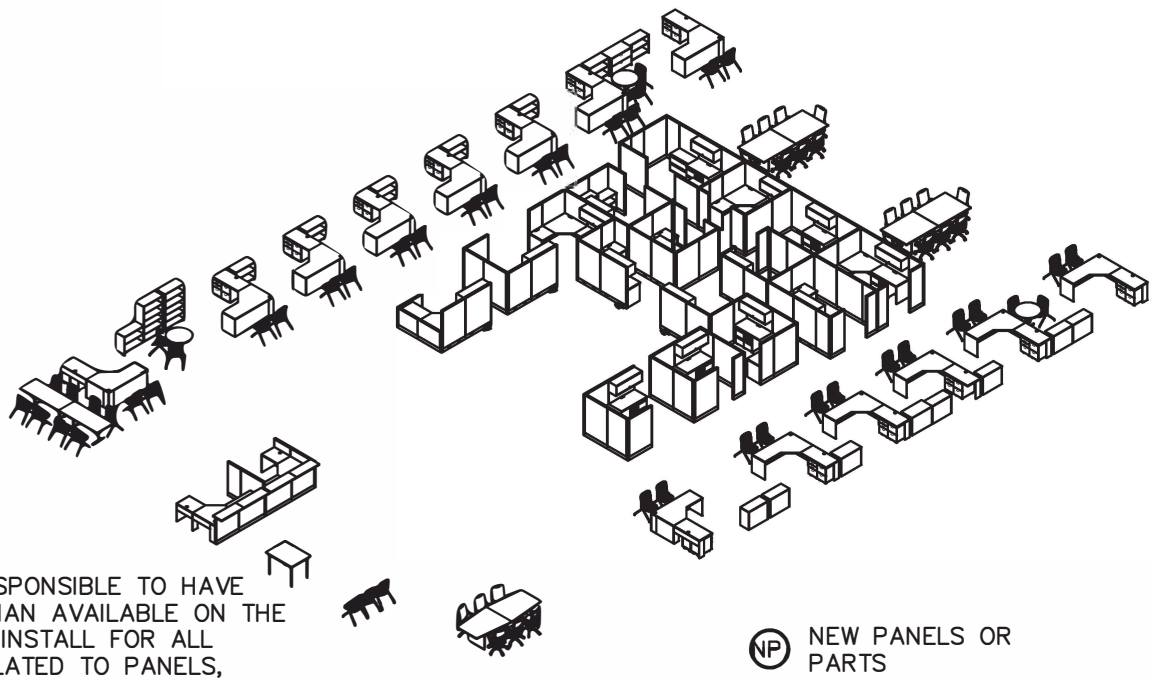
PRODUCTS:

SYSTEM XXI	FLEXSTATION	GENESIS	RES. LIVING	SEATING
☒	☐	☐	☐	☐

LEGION	POWERWORKS	VOLITION	VERSA	CONNECTION ZONE	CASEGOODS
☐	☐	☐	☐	☐	☐

DATE: 02/08/2023





THE CUSTOMER IS RESPONSIBLE TO HAVE A CERTIFIED ELECTRICIAN AVAILABLE ON THE SCHEDULED DAYS OF INSTALL FOR ALL ELECTRICAL WORK RELATED TO PANELS, INCLUDING ASSEMBLY AND DISASSEMBLY OF ELECTRICAL CABLES, PANEL CONNECTORS AND RECEPTACLES.

(NP) NEW PANELS OR PARTS

(#) OPENINGS: A.D.A. REQUIRES A 32" MINIMUM WIDTH. PROCAD RECOMMENDS 36" CLEARANCE.

DRAWN BY:	SCALE:	CHECKED BY:	SUPERVISOR APPROVAL:	DATE:
L. HIRST-PAVEK	NTS	JAK Jee DC		

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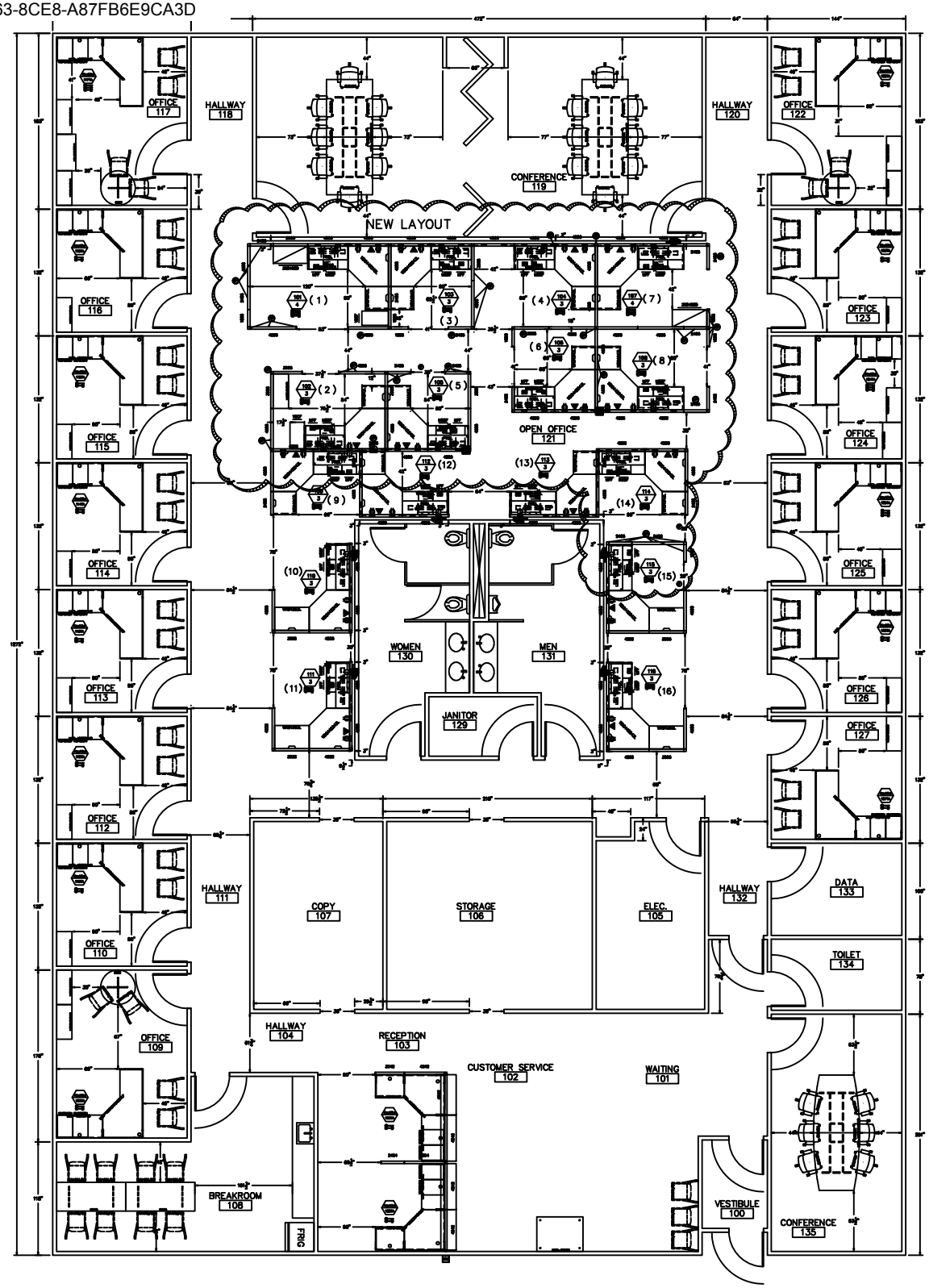

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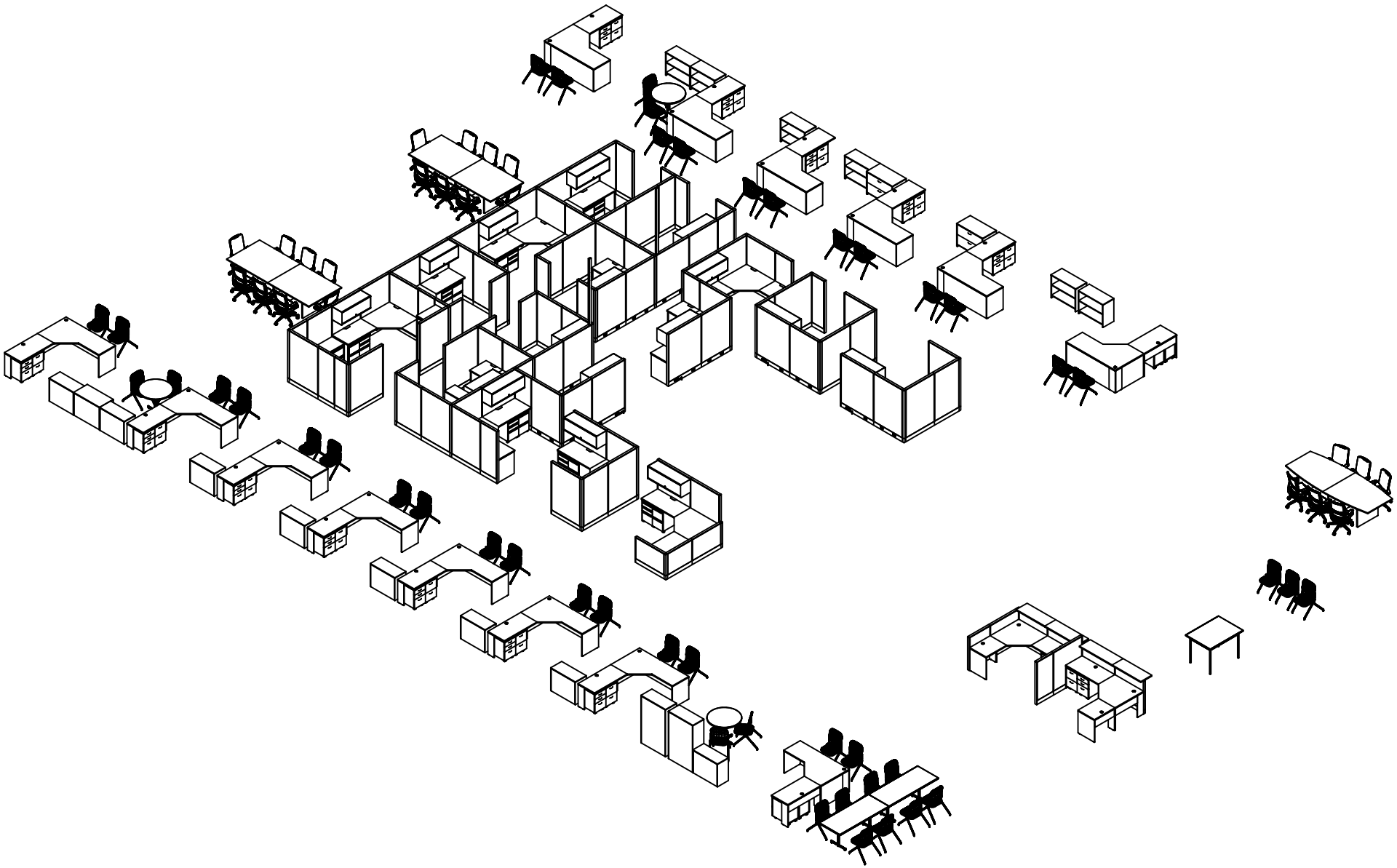

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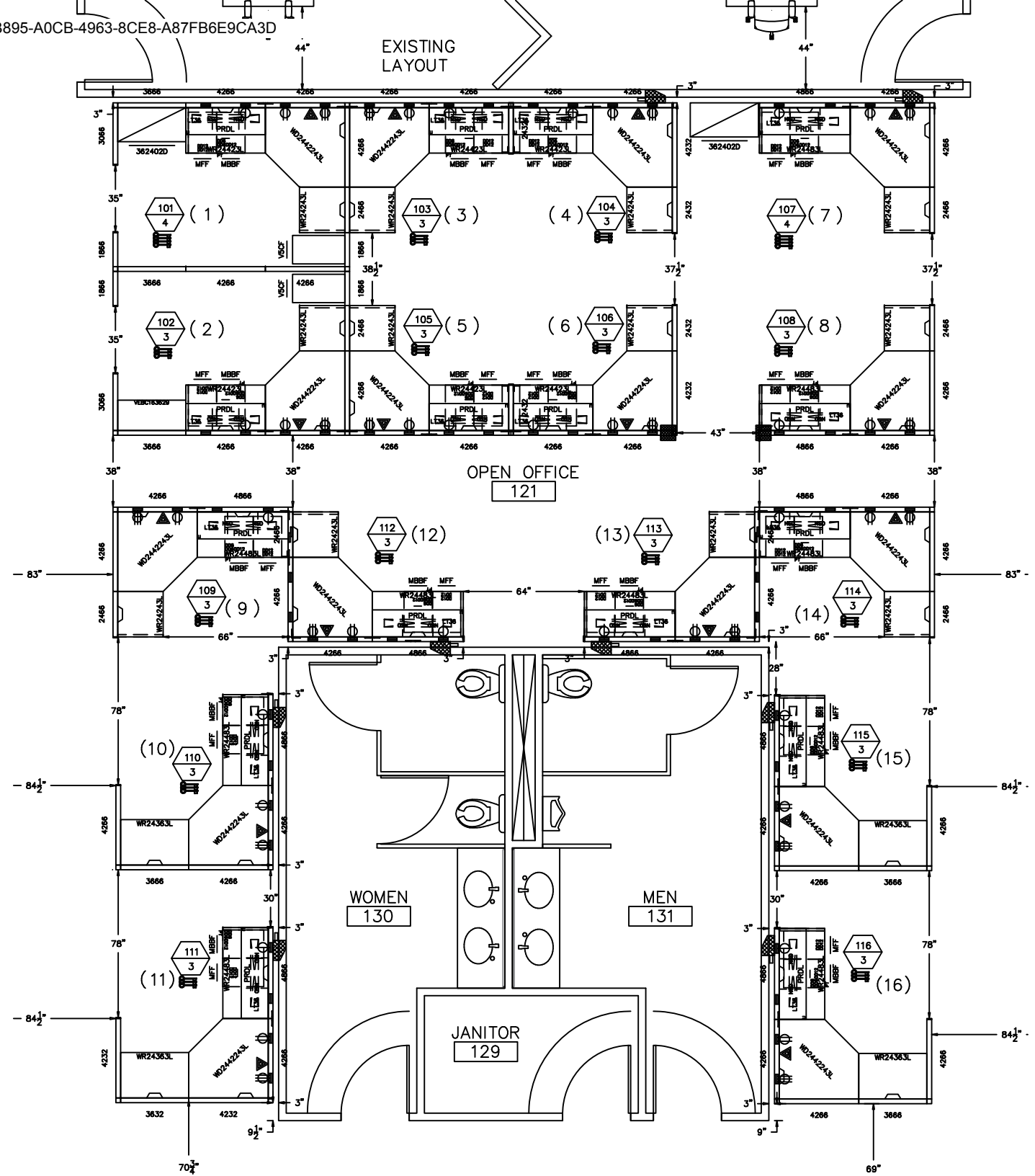

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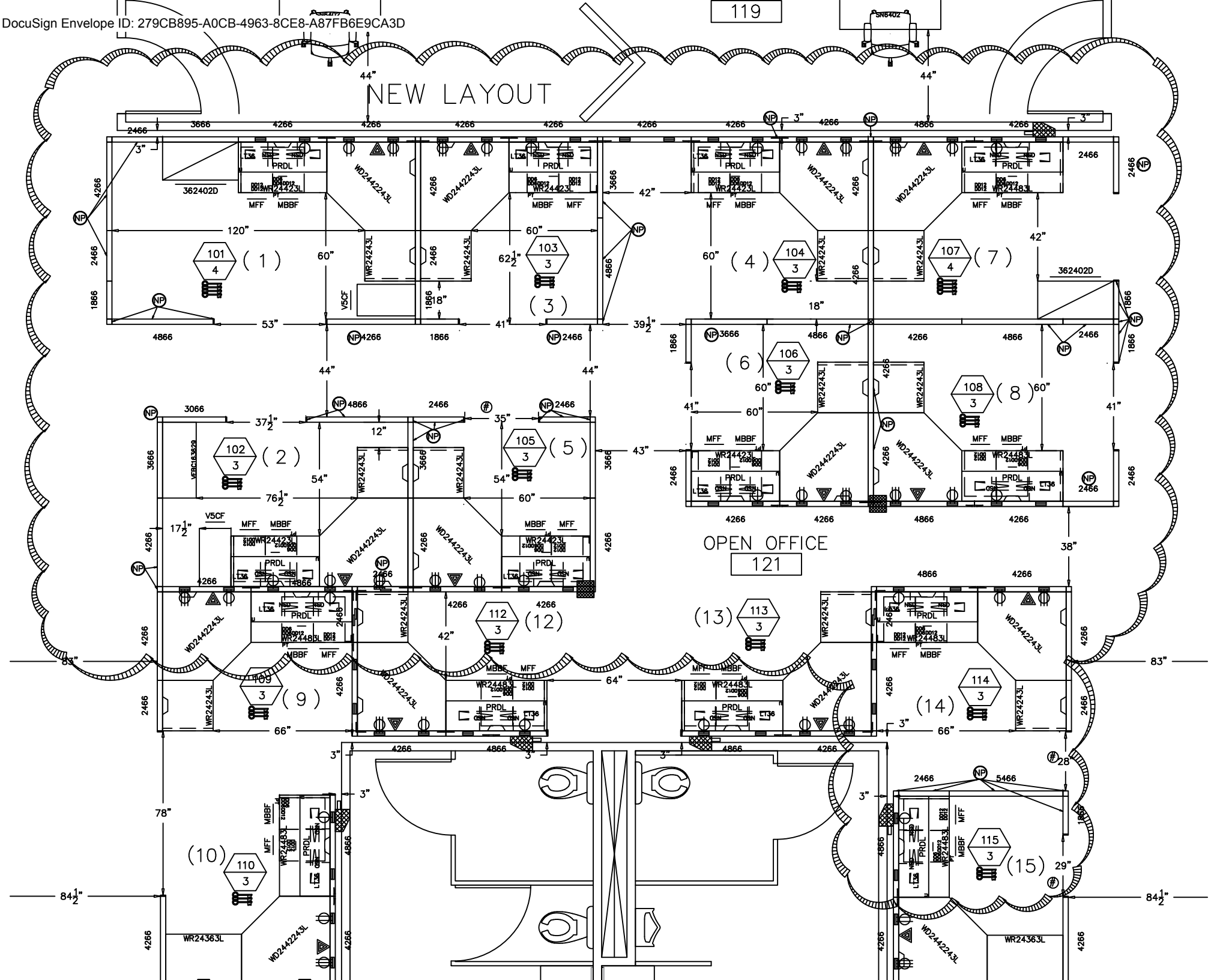

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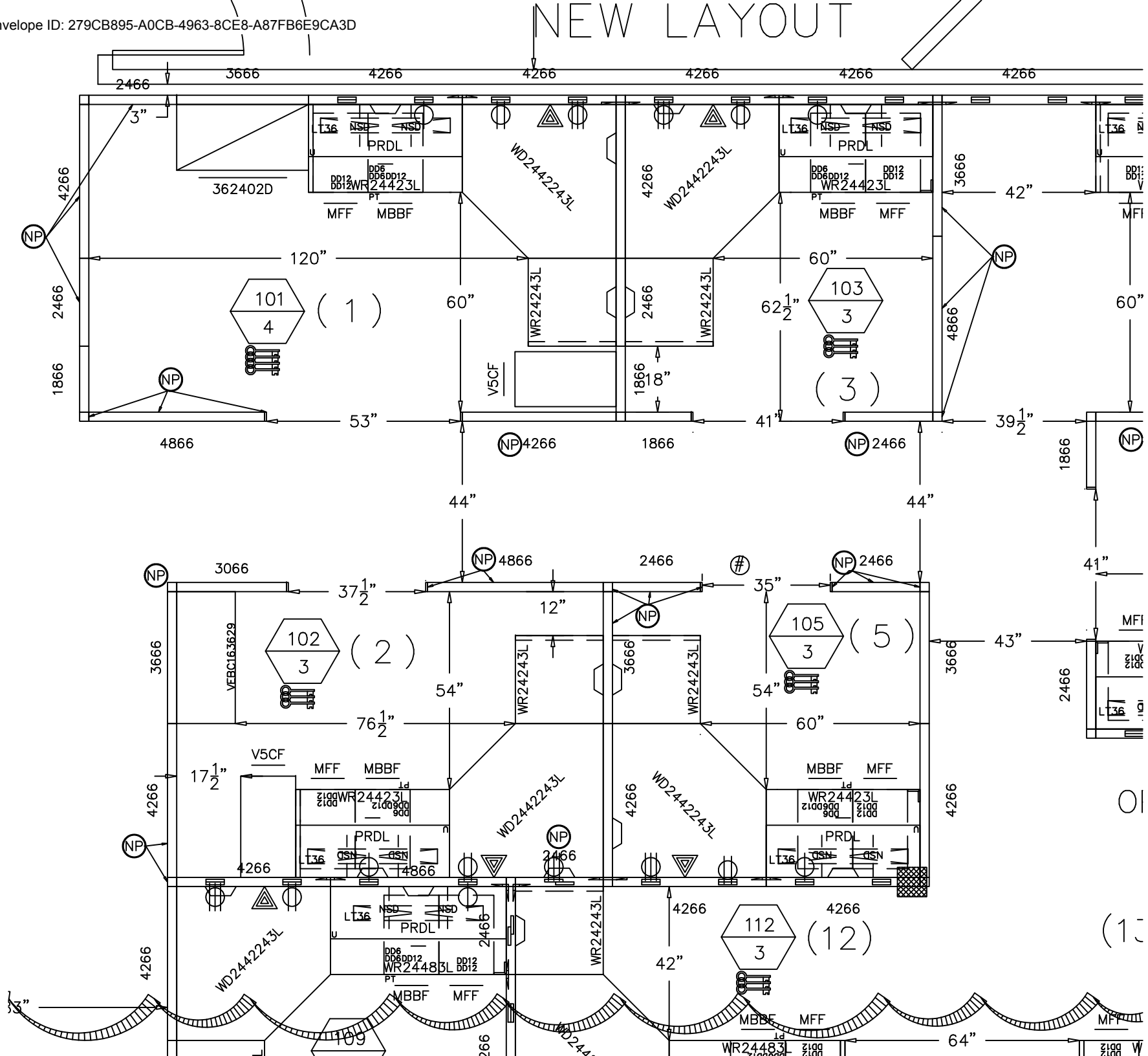

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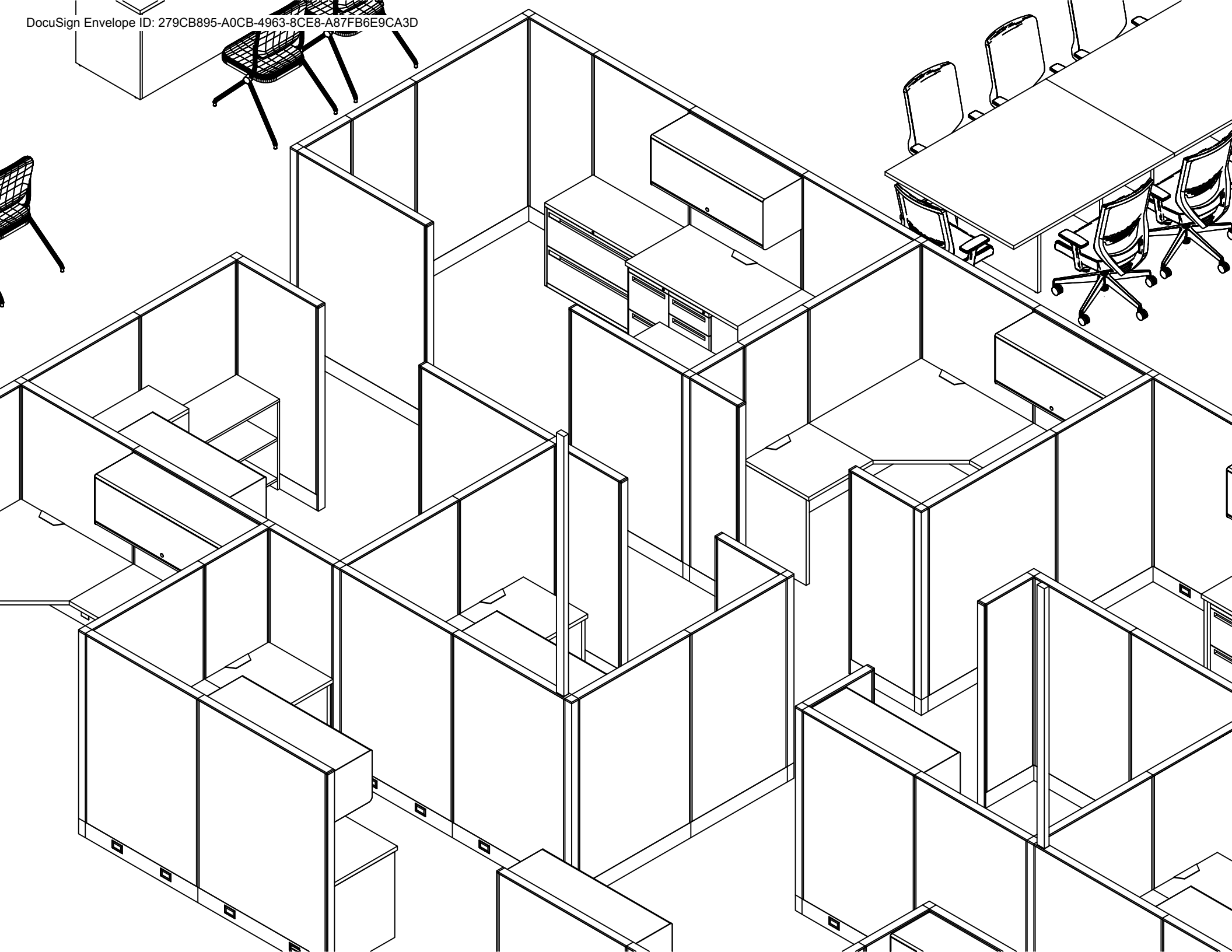

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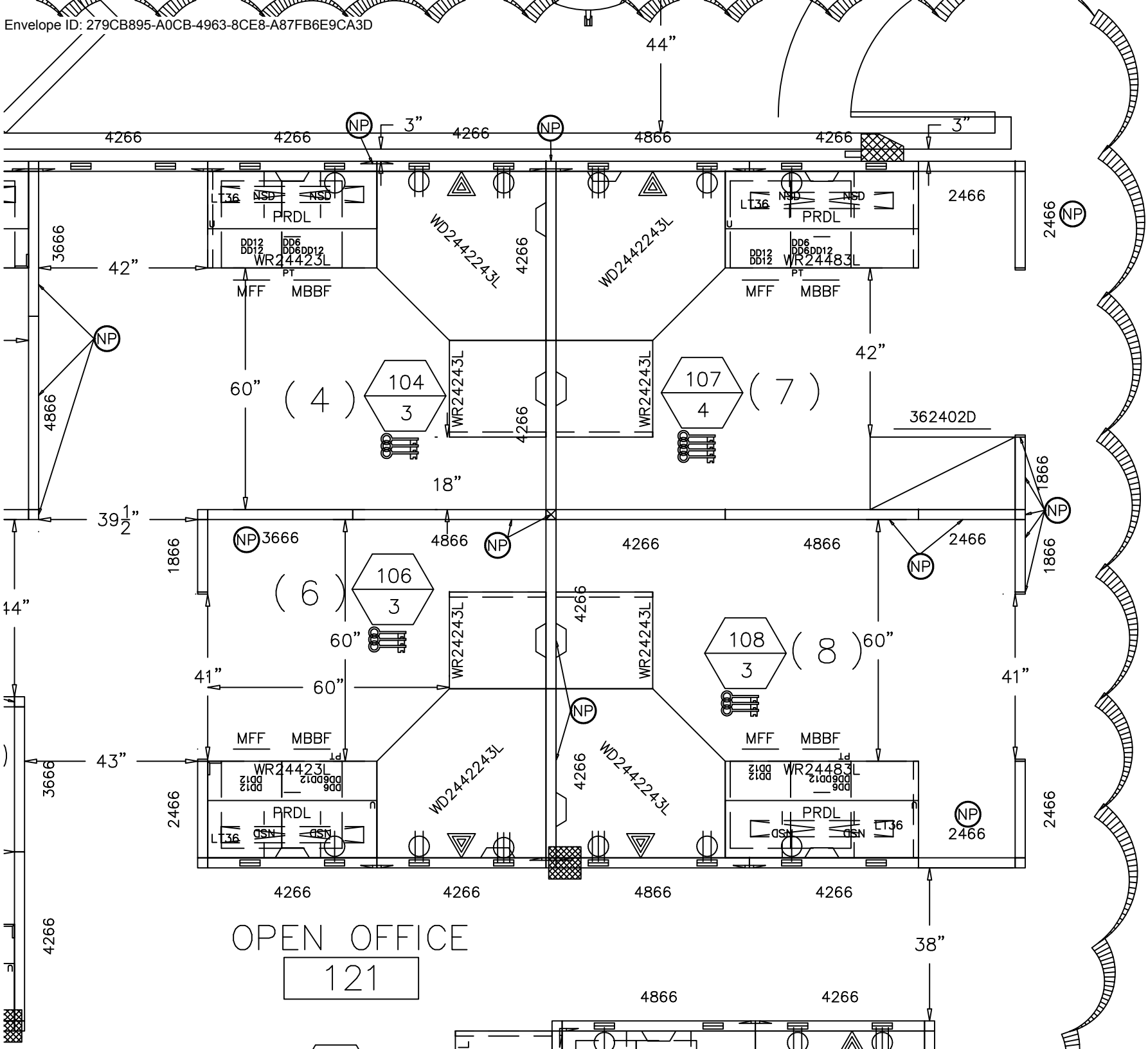

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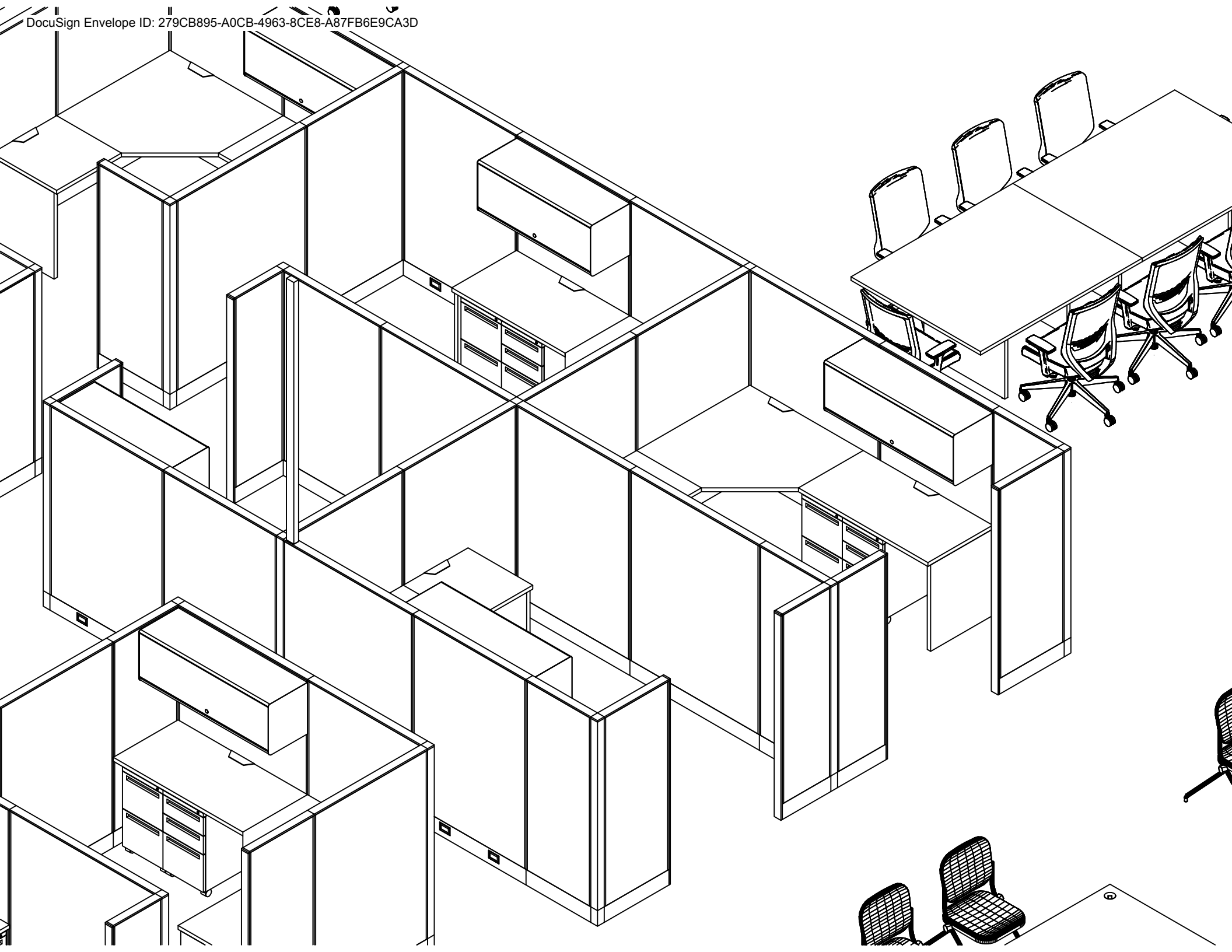

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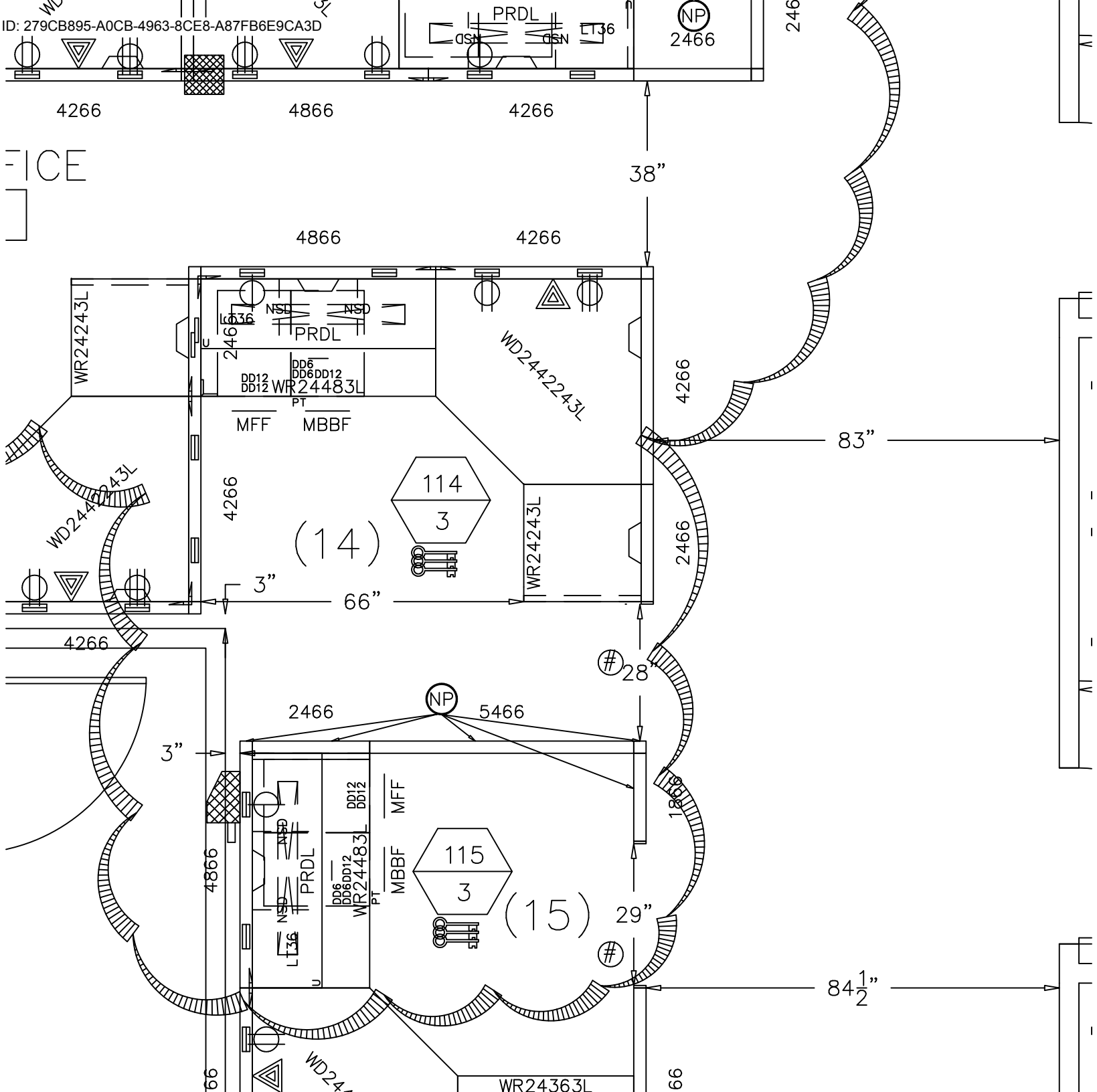

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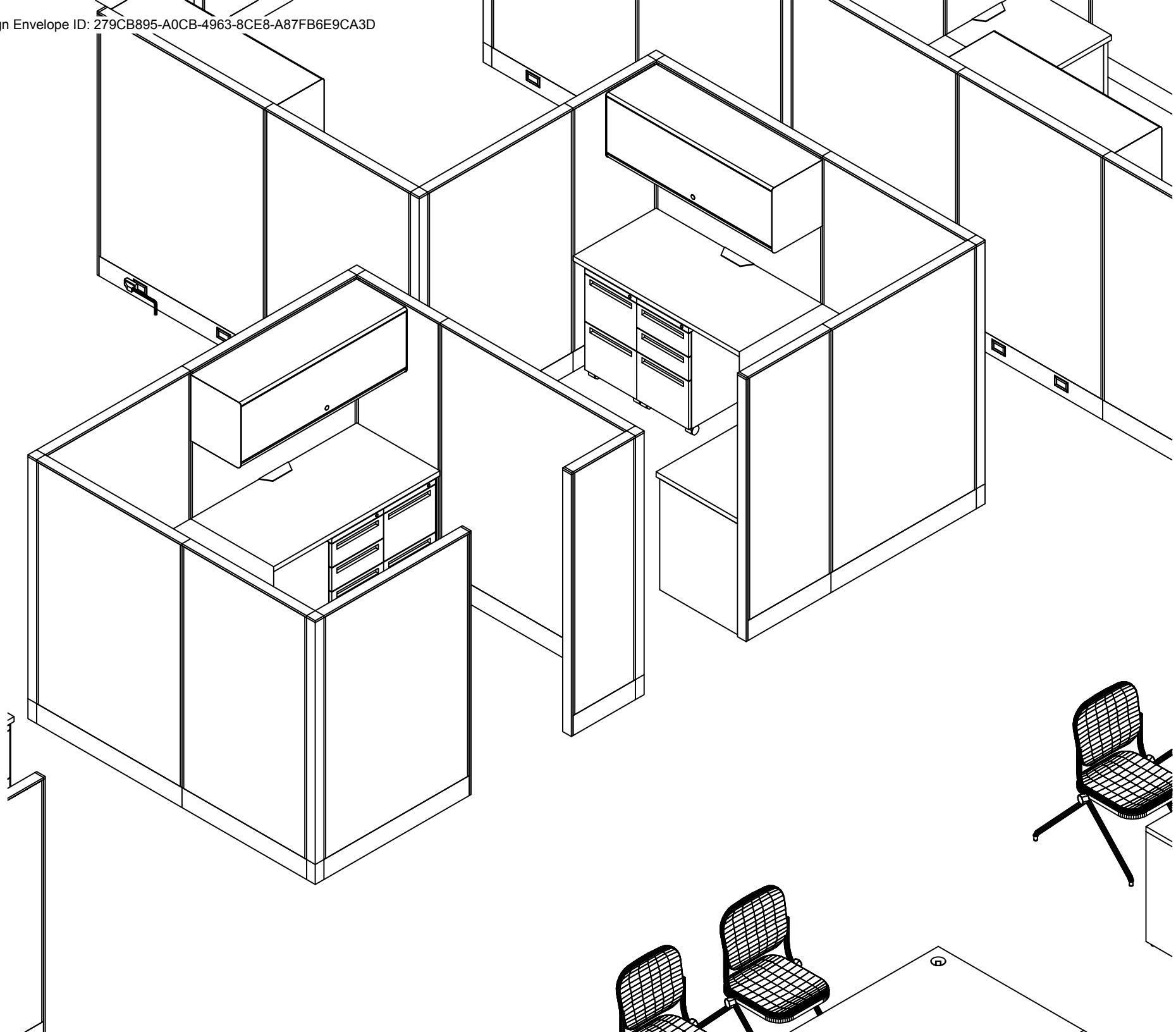

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Project T7705A ***Order Number***
Description BENTON CO. PUB. WRKS RECONFIG OP 2 *NEW PARTS*
Status ESTIMATE ***Workstations*** 0
Designer LHP ***Project Date*** 12/5/2022
CAD LHP ***Revised*** 12/5/2022 12:15:49 PM

Model Number	*Fabric*	*Trim*	*Laminate*	*Quantity*	*Price*	*Extended*
ACCESSORIES (INSTALL)						
WSSPL2429-L-3L WKSF SUPPORT PANEL - LAM 24X29		D91-6	D91-60	1	$145.00	$145.00
				1		*$145.00*
ELECTRICAL						
CI-T6PJ-17 PANEL JUMPER 17" 622				1	$60.00	$60.00
CI-T6PJ-20 10-WIRE PNL TO PNL JUMPER 20"				1	$64.00	$64.00
				2		*$124.00*
PANEL TRIM AND INTERSECTION CONDITIONS (INSTALL)						
CI-CAC-66 CORNER POST 66"	161-016	WG		6	$57.00	$342.00
CI-CTC-66 T-POST 66"	161-016	WG		4	$33.00	$132.00
CI-ECP-66 END OF RUN 66"		WG		6	$17.00	$102.00
CI-FWC FOUR WAY CAP		WG		1	$2.00	$2.00
				17		*$578.00*
PANELS AND ACOUSTICAL TILES (INSTALL)						
CI-CP-1866-TN FABRIC ACOUSTICAL PNL TN 18X66	161-016	WG		3	$360.00	$1,080.00
CI-CP-2466-T6 FABRIC ACOUSTICAL PNL T6 24X66	161-016	WG		1	$437.00	$437.00
CI-CP-2466-TN FABRIC ACOUSTICAL PNL TN 24X66	161-016	WG		9	$380.00	$3,420.00
CI-CP-3666-TN FABRIC ACOUSTICAL PNL TN 36X66	161-016	WG		3	$442.00	$1,326.00
CI-CP-4266-TN FABRIC ACOUSTICAL PNL TN 42X66	161-016	WG		5	$498.00	$2,490.00
CI-CP-4866-TN FABRIC ACOUSTICAL PNL TN 48X66	161-016	WG		5	$528.00	$2,640.00
CI-CP-5466-TN FABRIC ACOUSTICAL PNL TN 54X66	161-016	WG		1	$552.00	$552.00
				27		*$11,945.00*
						$12,792.00

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WASHINGTON STATE
CORRECTIONAL INDUSTRIES

FINAL QUOTATION SUMMARY

2/8/2023

STD-Counties Outside of Adjacency to CI - All non-bordering Counties of Thurston

AGENCY:	Benton County		
DEPT:	Public Works - Benton Cty Public Works Reconfigure - Option 2	SHIP ADDRESS	102206 Wiser Parkway
ATTN:	Danica Hope	CITY:	Kennewick

AE	Chandler Gillis
DRAWING #	T7705A
DESIGNER	L. Hirst-Pavek

CI requires a purchase or field order with the correct dollar amount to accompany this packet with appropriate signatures. Upon receipt of these items CI will begin processing your order for scheduling and shipment.

Additional Systems Furniture (Plus Install and Delivery)

Qty	Item#	Description	Size	Price	Total
				$ -	$ -
				Subtotal:	$ -

Additional Case Furniture (Plus Inside Delivery)

Qty	Item#	Description	Size	Price	Total
				$ -	$ -
				Subtotal:	$ -

Additional Charges

Qty	Item#	Description	Size	Price	Total
				$ -	$ -
				Subtotal:	$ -

FURNITURE SUBTOTAL (B.O.M. + Additional Furniture)			$ 12,792.00
INSTALLATION & DELIVERY - Systems & Custom ($75 Min.)			$ 2,280.24
INSIDE DELIVERY (All Non-installed items)			$ 12.40
CUSTOM FURNITURE INSTALLATION (Per Quote)			$ -
RECONFIGURATION FEES (Per Quote)			$ 900.00
ADDITIONAL CHARGES (As listed above)			$ -
SUBTOTAL			**$ 15,984.64**
SALES TAX	8.1%		$ 1,294.76
TOTAL			**$ 17,279.40**

TOTAL PRICE For this Bid Is Effective Through Friday, March 10, 2023

Special Instructions:

Signature confirms the quote and drawings referenced above accurately depict the items you wish to purchase and reflect your requirements and field conditions. Customer acknowledges responsibility for providing certified electrician per directions on the drawing title page.

Customer's Signature: DocuSigned by: Matt Mahoney 3EA85735173D41B... **Date:** 2/10/2023

(Customer signature required to process the above request.)

C.I. Account Executive Signature: **Date:**

A Color Selection Sheet is included in this packet. Please review, sign, and return with packet.

DocuSign Envelope ID: 279CB895-A0CB-4963-8CE8-A87FB6E9CA3D

FINAL- COLOR/FINISH SELECTION AUTHORIZATION

WASHINGTON STATE
CORRECTIONAL INDUSTRIES

Customer Service 1.800.628.4738
FAX 360.432.7978

Customer Information

T 7705A		**DATE** 2/8/2023
CUSTOMER NAME Danica Hope - Benton County - Public Works - Benton Co. Public Works Reconfigure - Option 2	**PHONE** 509-783-1310	**FAX**
CI ACCOUNT EXECUTIVE Chandler Gillis	**PHONE** 360-239-0347	**FAX**

Standard Furniture

Stand Alone Work Surfaces		Panel Hung Work Surfaces	
LAMINATE FINISH		**LAMINATE FINISH** Slate Grey #D91-60	
EDGE TREATMENT PVC	**EDGE COLOR**	**EDGE TREATMENT** PVC	**EDGE COLOR** Slate Grey #D91-60
GROMMET COLOR	**BASE COLOR**	**GROMMET COLOR**	
BRACKET COLOR		**BRACKET COLOR** Black (BL)	

Panels	Privacy Screens	Overheads	Metal
FABRIC COLOR Interlude Gray Mix #161-016	**FABRIC COLOR**	**METAL COLOR (CABINET)**	**COLOR**
TRIM COLOR Warm Gray (WG)	**TRIM COLOR**	**LAMINATE FINISH, FABRIC COLOR OR METAL COLOR (DOORS)**	
RECEPTACLE COLOR	**Tack Boards**	**VENUS DOOR EDGE COLOR:**	
POWER POLE COLOR	**FABRIC COLOR**	**LOCK COLOR** ☐ BLACK - BLL ☐ SATIN CHROME - SCL	

Glass Dividers	Glass Stackers	Versa	
☐ CLEAR - GLA	☐ CLEAR - GLA	**LAMINATE FINISH**	**GROMMET**
☐ WHITE LAMINATE – GLC	☐ WHITE LAMINATE – GLC		**LOCK COLOR**
☐ SATIN ETCH ONE SIDE – GLV	☐ SATIN ETCH ONE SIDE - GLV	**EDGE COLOR**	**HAND PULL TYPE**
	☐ TINTED/BRONZE - BRZ		**HAND PULL COLOR**
TRIM COLOR	**TRIM COLOR**		

Residential Furniture

WOOD TYPE	STAIN COLOR	LAMINATE FINISH
☐ MAPLE ☐ OAK	☐ NATURAL ☐ MEDIUM ☐ DARK	

Tables

MODEL #	QTY	LAMINATE FINISH	EDGE TREATMENT / EDGE COLOR	FRAME COLOR

Seating

MODEL #	QTY	UPHOLSTERY COLOR	PLASTIC/POLY	METAL/FRAME COLOR

Other

MODEL #	QTY			

CUSTOMER SIGNATURE	DATE SIGNED
DocuSigned by: Matt Mahoney 3EA867354173D41B...	2/10/2023

PLEASE NOTE: This sheet must accompany your order. Customer signature and date is required for processing.
cc: Customer, Account Executive, Customer Service

DocuSign Envelope ID: 279CB895-A0CB-4963-8CE8-A87FB6E9CA3D

Project T7705A ***Order Number***
Description BENTON CO. *UNUSED PARTS - DO NOT ORDER*
Status ESTIMATE ***Workstations*** 0
Designer LHP ***Project Date*** 12/5/2022
CAD LHP ***Revised*** 12/5/2022 12:15:49 PM

Model Number	*Fabric*	*Trim*	*Laminate*	*Quantity*	*Price*	*Extended*
ACCESSORIES (INSTALL)						
CI-WSB-L WORKSURFACE BRACKET-LEFT		BL		1	$10.00	$10.00
				1		*$10.00*
ELECTRICAL						
CI-T6BF BASE FEED - 10 WIRE 622		BL		1	$109.00	$109.00
				1		*$109.00*
PANEL TRIM AND INTERSECTION CONDITIONS (INSTALL)						
CI-CAC-32 CORNER POST 32"	..	BL		2	$33.00	$66.00
CI-ECP-32 END OF RUN 32"		BL		4	$9.00	$36.00
CI-ECPL-3266 VARIBL HEIGHT END OF RUN 32X66		BL		2	$9.00	$18.00
CI-FECPT-3266 VARIABLE HEIGHT T-POST 32X66	..	BL		2	$22.00	$44.00
CI-TWC TWO WAY CAP		BL		2	$3.00	$6.00
				12		*$170.00*
PANELS AND ACOUSTICAL TILES (INSTALL)						
CI-CP-2432-TN FABRIC ACOUSTICAL PNL TN 24X32	..	BL		4	$284.00	$1,136.00
CI-CP-3066-TN FABRIC ACOUSTICAL PNL TN 30X66	..	BL		1	$423.00	$423.00
CI-CP-4232-TN FABRIC ACOUSTICAL PNL TN 42X32	..	BL		2	$408.00	$816.00
CI-CP-4266-T6 FABRIC ACOUSTICAL PNL T6 42X66	..	BL		1	$544.00	$544.00
				8		*$2,919.00*
						$3,208.00

EXISTING PARTS
DO NOT ORDER

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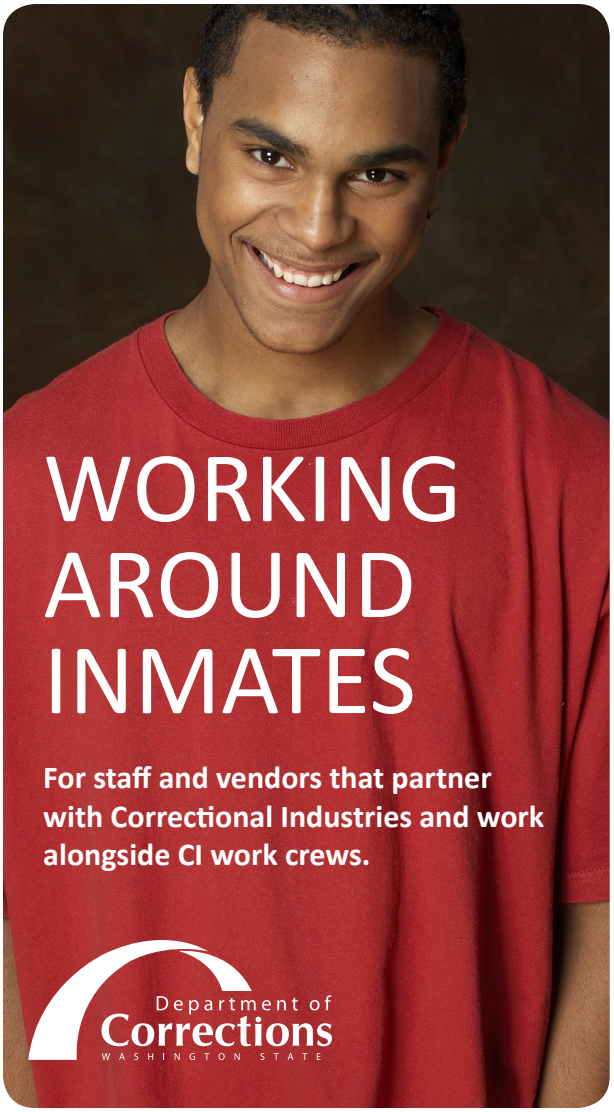

If You Have Concerns

If you have concerns about an inmate's action(s), please notify the onsite CI supervisor immediately. If the supervisor is unavailable or the concern requires additional assistance, please contact one of the following:

CI SDD General Manager Phone: (360) 725-9146

DOC Inmate Work Program Security Manager Phone: (360) 239-7537

It is extremely rare to have an issue with a CI inmate work crew. This informative sheet is designed to provide customers and vendors with basic information and good practices to be used when working with inmates in this very important and beneficial DOC program.

WASHINGTON STATE
CORRECTIONAL INDUSTRIES

CORRECTIONAL INDUSTRIES MISSION

Correctional Industries (CI) is committed to maintain and expand work training programs which develop marketable job skills, instill and promote positive work ethics, and reduce the tax burden of corrections.

CI Service and Delivery Division Inmate Work Program

The CI Service and Delivery Division (SDD) program provides quality work experience, training and development to inmates for successful reentry into the private sector workforce upon release. This is achieved through hands-on technical training in all facets of warehouse operations to include clerical duties, equipment and specialty tool operation, general laborer practices and modular furniture installation and repair.

Eligible Inmates

Correctional Industries recruits inmate workers from Cedar Creek Correction Center, a minimum security prison southwest of Olympia. To be eligible for the program, inmates must meet the following criteria: must be major infraction free within the last six (6) months or have no major behavior issues, and have no previous sex crimes.

Good Practices When Working Around Inmates

- Keep communication with inmates professional and limited to job specific topics.
- Primary communication regarding project needs and/or resources should be directed to the onsite CI supervisor.
- Keep personal belongings such as cell phones, wallets, purses, keys, tobacco products, lighters, etc., secured and/or out of sight. These items are not allowed inside correctional facilities and are considered contraband.
- Correctional Industries personnel and inmates are not authorized to accept any gratuities such as gifts, food, treats, candy, money, etc. Please do not offer gratuities.
- Correctional Industries/Department of Corrections (DOC) administration does welcome you and your staff's feedback in the form of a letter, email and/or customer survey via CI's website. This type of gratitude is very much appreciated and will be shared with staff and inmates.

What To Expect With An Onsite Work Crews

You can expect a minimum of one CI supervisor per ten (10) inmate workers onsite.

Correctional Industries personnel are dressed appropriate for the workplace and duties, and wear a blue colored, state issued DOC identification badge (ID). CI inmate workers are dressed in red T-shirts or sweatshirts and khaki pants.

Inmate workers are expected to conduct themselves in a professional manner and are authorized to communicate with customers and non-DOC personnel only that which is necessary to complete their duties and assigned tasks.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 28, 2023
Subject:	Executing 1st Contract Amendment with Moon Security Service, Inc.
Presenter:	N/A
Prepared By:	P. Schut
Reviewed By:	Purchasing Department

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

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

Summary / Background Information

Resolution 2022-963 authorized the Board of Benton County Commissioners to sign a Personal Services Contract for fire and security monitoring services at various County locations with Moon Security Services.

An additional fire panel in the Battelle Bdlg. was discovered at the former KGH site that another group was monitoring. The Facilities Department wishes to have all the fire, and one contractor does security monitoring.

A contract amendment has been prepared, reviewed, and approved as to form by the departmental assigned Deputy Prosecuting Attorney from the Civil Division and executed by Moon Security Service, Inc.

Fiscal Impact

Amount: $54.00 a month Increase.

Fund: General Fund – Facilities Department

Recommendation

Execute the contract amendment for additional fire monitoring services with Moon Security Service, Inc. and authorize the Chairman to sign said contract.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ENTERING INTO THE FIRST AMENDMENT TO THE PERSONAL SERVICES CONTRACT BETWEEN BENTON COUNTY AND MOON SECURITY SERVICES, INC.

WHEREAS, Resolution 2022-963 authorized the Board of Benton County Commissioners to sign a Personal Services Contract for fire and security monitoring services at various County locations with Moon Security Services; and

WHEREAS, an additional fire panel was discovered in Battelle Bldg at the former KGH site that another group was monitoring; and

WHEREAS, the Facilities Department wishes to have one contractor do all the fire and security monitoring; and

WHEREAS, the proposed First Amendment to the Personal Services Contract would add the newly discovered fire panel to our current contract with Moon Security Services, Inc.; and

WHEREAS, a First Amendment has been prepared, has been reviewed and approved by a Deputy Prosecuting Attorney, has been signed by Moon Security Services, Inc., and is recommended for approval by the Facilities Manager; **NOW, THEREFORE,**

BE IT RESOLVED that the attached First Amendment to the Personal Services Contract between Benton County and Moon Security Services, Inc. is hereby approved, and the Chairman of the Board of Benton County Commissioners is authorized to sign said Amendment; and

BE IT FURTHER RESOLVED the monitoring fees for the overall contract increased by $54.00 a month; and

BE IT FURTHER RESOLVED all other terms and conditions of said Personal Services Contract remain the same.

Dated this 28th day of February 2023.

_____
Chairman

_____
Chairman Pro-Tem

_____
Commissioner

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Original: Purchasing Department
c: Auditor, Sonia (PA), Facilities, & Procurement

P. Schut

DocuSign Envelope ID: 2EC7D301-C8C3-4896-8020-A829C6F1BECC

FIRST CONTRACT AMENDMENT
to the
PERSONAL SERVICES CONTRACT

THIS FIRST CONTRACT AMENDMENT (hereinafter "First Amendment") is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **MOON SECURITY SERVICE, INC.** a Washington for-profit corporation authorized to do business in the State of Washington, with its principal offices at 515 West Clark Street, Pasco, WA 99302 (hereinafter "CONTRACTOR").

WHEREAS, per Benton County Resolution No. 2022-963, the COUNTY entered a Personal Services Contract with Moon Security Service, Inc., beginning January 1, 2023, and December 31, 2026 (hereinafter the "CONTRACT"), whereby CONTRACTOR agreed to provide fire and security monitoring services for various Benton County locations; and

WHEREAS, an additional fire alarm system was discovered at the former Kennewick General Hospital site; and

WHEREAS, it is currently being monitored by a different monitoring company, and the Facilities Department wishes to bring it under the same company as our other locations; and

WHEREAS, this First Amendment is necessary to update Exhibit A of the CONTRACT with the new monitoring costs, and the Parties have mutually agreed to these changes; **NOW THEREFORE**

The parties agree that all other provisions of the CONTRACT remain in full force and effect.

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

FOR BENTON COUNTY

Chairman Date

MOON SECURITY SERVICES, INC.

DocuSigned by: Tom Pitcher 1/31/2023

Signature Date

Tom Pitcher

Name

General Manager

Title

APPROVED AS TO FORM:

DocuSigned by: Eric Andrews

Benton County Deputy Prosecuting Attorney, Civil

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Moon Security Services, Inc.
P.O. Drawer B, Pasco, WA 99302
office 509.545.1881 · toll-free 800.722.1070 · fax 509.545.4585
ccarlson@moonsecurity.com

Quote

Bid: **Battelle Building / Family Health Center**
To: Paul Schut
203 W. 8th Avenue
Kennewick, Washington 99336

Date: 01/04/2023
Phone: 509-786-5620
System Type: Fire
Salesperson: Cole Carlson - 38 (38-101181)

Battelle Building / Family Health Center. Total Recurring $54.00

#	QTY	DESCRIPTION
1	1	MONITORING SERVICES: $49.00 BASIC FIRE + $5.00 REPORT TEXT

Benton County (Old KGH) Building. Total Recurring $93.00

#	QTY	DESCRIPTION
1	1	MONITORING SERVICES: BASIC FIRE $49.00
2	1	MONITORING SERVICES: BASIC SECURITY $44.00

Benton County Moderate Waste Facility. Total Recurring $79.95

#	QTY	DESCRIPTION
1	1	MONITORING SERVICES: BASIC FIRE $49.00 + CELLULAR COMMUNICATION $25.95 + REPORT TEXT $5.00

Benton County Coroner. Total Recurring $132.45

#	QTY	DESCRIPTION
1	1	MONITORING SERVICES: BASIC FIRE $49.00 + REPORT TEXT $5.00
2	1	MONITORING SERVICES: BASIC SECURITY $44.00 + BASIC PLUS $8.50 + CELLULAR COMMUNICATOR $15.95 + VIRTUAL KEYPAD $10.00

Benton County Justice Center & Benton County Health Department. Total Recurring $133.95

#	QTY	DESCRIPTION
1	1	MONITORING SERVICES: BASIC FIRE $49.00 + CELLULAR COMMUNICATOR $25.95 + REPORT TEXT $5.00
2	1	MONITORING SERVICES: BASIC FIRE $49.00 + REPORT TEXT $5.00

Benton County Fairgrounds. Total Recurring $79.95

#	QTY	DESCRIPTION
1	1	MONITORING SERVICES: BASIC FIRE $49.00 + CELLULAR COMMUNICATOR $25.95 + REPORT TEXTS $5.00

Benton County Animal Control. Total Recurring $123.00

#	QTY	DESCRIPTION
1	1	MONITORING SERVICES: BASIC FIRE $49.00 + REPORT TEXTS $5.00
2	1	MONITORING SERVICES: BASIC SECURITY $44.00 + PARTITION $20.00 + REPORT TEXTS $5.00

Benton County Courthouse. Total Recurring $54.00

#	QTY	DESCRIPTION
1	1	MONITORING SERVICES: BASIC FIRE $49.00 + REPORT TEXT $5.00

Benton County Public Service. Total Recurring $79.95

#	QTY	DESCRIPTION
1	1	MONITORING SERVICES: $49.00 BASIC FIRE + $25.95 CELLULAR COMMUNICATOR + REPORT TEXT $5.00

Benton County Fleet Services - Kennewick. Total Recurring $54.00

#	QTY	DESCRIPTION
1	1	MONITORING SERVICES: $49.00 BASIC FIRE + $5.00 REPORT TEXT

Benton County Fleet Services - Prosser. Total Recurring $54.00

#	QTY	DESCRIPTION
1	1	MONITORING SERVICES: $49.00 BASIC FIRE + $5.00 REPORT TEXT

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Recurring

BASIC FIRE	$49.00
OTHER *$5.00 Report Text*	$5.00
Total	**$54.00/mo**

Hook Up To Monitoring Agreement

Under this agreement, Moon Security Services, Inc. will perform only the programming and testing necessary to switch customer to its Central Dispatch Center.

Panel Type: Fire
Manufacturer: Silent Knight
Model: 5208

MSSI proposes to hook up existing Fire Alarm Control Panel to monitoring.

Adding new recurring services to building formerly know as Battelle Building / Family Health Center..

Line Items reflect Amended Master Account to include:
Fire monitoring of Silent Knight 5208 communicating over phone lines at 203 W. 8th Avenue

Recurring reflects:
Basic Fire Monitoring and Text Reports

NOTE:
This bid is only to take over monitoring. If any existing equipment is bad and needing replacement, additional charges will apply.
Existing fire system will require standard analog phone lines as path of communication.
Switching to cellular or network communication will require new equipment to be installed and possible upgrades to existing FACP.

Thank you,
Cole Carlson

SYSTEM SUBTOTAL		$0.00
TAX	8.70%	$0.00
GRAND TOTAL		**$0.00**

This bid is confidential and is exclusive for the viewing between MSSI (Moon Security Services, Inc.) and the customer named herein. MSSI reserves the right to rescind this bid if viewed by any companies that can be construed as direct competitors to MSSI. This bid, and pricing quoted herein, expires 30 days after the date listed above.

If this is a prevailing wage job, additional fees may apply.

Additional 3% charge on credit card transactions.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 28, 2023
Subject:	Authorizing Payment to Tyler Technologies for Additional Work Performed on Updating Eagle Recording Software
Presenter:	N/A
Prepared By:	Paul Schut
Reviewed By:	Robert Blain

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

Type of Agenda Item:	**Type of Action Needed:** *(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

Resolution 2022-248 ratified a service agreement with Tyler Technologies for updating our current Eagle Recording Software in preparation for the migration from Eden to Munis.

It took longer than expected to complete the task; therefore, additional funds were needed to ensure everything worked to our expectations.

Fiscal Impact

Amount: $750.00, excluding WSST

Recommendation

Approve the payment to Tyler Technologies for additional work performed.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING PAYMENT TO TYLER TECHNOLOGIES FOR ADDITIONAL WORK PERFORMED ON UPDATING EAGLE RECORDING SOFTWARE

WHEREAS, Resolution 2022-248 ratified a service agreement with Tyler Technologies for updating our current Eagle Recording Software in preparation for the migration from Eden to Munis; and

WHEREAS, it took longer than expected to complete the task; therefore, additional funds were needed to ensure everything worked to our expectations; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners authorizes the additional payment of $750.00, excluding WSST, to Tyler Technologies.

Dated this 28th day of February 2023.

_____
Chairman

_____
Chairman Pro-Tem

_____
Commissioner

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Orig.: Purchasing Department
C: Auditors, Procurement

P. Schut

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 28, 2023
Subject:	First Contract Amendment to Personal Service Contract with PPC Solutions, Inc. for Unarmed Security Guard Services
Presenter:	
Prepared By:	Adam Morasch
Reviewed By:	Paul Schut

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 entered into a contract with PPC Solutions, Inc., on July 1, 2022, to provide unarmed security guard services at the Justice Center in Kennewick, WA and the Courthouse in Prosser, WA. The County would like to add armed guard services at these locations and has prepared a First Contract Amendment. The Risk Manager recommends Benton County approve the First Contract Amendment with PPC Solutions, Inc.

Fiscal Impact

Included in the 2023-2024 Insurance Management Budget.

- Hourly rate for July 1, 2022, thru June 30, 2023, = $29.96
- Hourly rate for July 1, 2023, thru June 30, 2024, = $31.46

Recommendation

Approve the attached Resolution and sign the attached First Contract Amendment to the Personal Service Contract between Benton County and PPC Solutions, Inc.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE FIRST CONTRACT AMENDMENT TO THE PERSONAL SERVICES CONTRACT WITH PPC SOLUTIONS, INC. FOR UNARMED SECURITY GUARD SERVICES FOR THE JUSTICE CENTER LOCATED IN KENNEWICK, WA AND THE COURTHOUSE IN PROSSER, WA

WHEREAS, per resolution 2022-409, the Board of Benton County Commissioners approved a contract with PPC Solutions, Inc. to provide unarmed security guard services at the Justice Center in Kennewick, WA and the Courthouse in Prosser, WA; and

WHEREAS, the First Contract Amendment is necessary as the County would like to add armed guard services for the Kennewick Justice Center and Prosser Courthouse; and

WHEREAS, the First Contract Amendment has been prepared, reviewed, and approved as to form by the department's Deputy Prosecuting Attorney, signed by PPC Solutions, Inc., and is recommended for approval by the Risk Manager; and

NOW, THEREFORE, BE IT RESOLVED, that the attached First Contract Amendment to the Personal Services Contract between Benton County and PPC Solutions, Inc., is hereby approved, and the Chairman of the Board of Benton County Commissioners is authorized to sign said Amendment; and

BE IT FURTHER RESOLVED, all other terms and conditions of said Personal Services Contract will remain the same.

Dated this _____ day of _____ 2023.

_____
Chairman of the Board

_____
Chairman Pro Tem

_____
Commissioner

Constituting the Board of County Commissioners of Benton County, Washington

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

Org: Risk Management
cc: Commissioners, Auditor, PA

A. Morasch

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FIRST CONTRACT AMENDMENT
PERSONAL SERVICES CONTRACT

THIS FIRST CONTRACT AMENDMENT (hereinafter "First Amendment") is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **PPC SOLUTIONS, INC.**, a corporation organized under the laws of the State of Washington with its principal offices at 18303 E Appleway Ave, Spokane Valley, WA 99016 (hereinafter "CONTRACTOR").

WHEREAS, per Resolution No. 2022-409, the parties entered into a Personal Services Contract (hereinafter the "Contract"), whereby CONTRACTOR agreed to provide unarmed security services at the Kennewick Justice Center & Prosser Courthouse; and

WHEREAS, this First Amendment is necessary as the COUNTY would like to add armed security services for the Kennewick Justice Center & Prosser Courthouse; and

NOW THEREFORE, in consideration of the provisions and agreements set forth herein, the parties agree that all provisions of their original Contract shall remain in effect except the following Sections 1 and 3.a., which are amended and incorporated as follows:

1. **CONTRACT DOCUMENTS –** both Exhibit A & B shall be replaced in their entirety with the updated exhibits attached hereto:

a. Exhibit A – Scope of Work & Schedule; and
b. Exhibit B – Rate Sheet.

3. **SERVICES PROVIDED -** Section 5.a. is hereby deleted in their entirety and replaced with the following:

a. The CONTRACTOR shall provide unarmed & armed security guard services for and around the Benton County Justice Center (Kennewick, WA) and Benton County Courthouse (Prosser, WA). A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Scope of Work & Schedule", which is attached hereto and incorporated herein by reference.

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

Dated:_____	Dated: 2/7/2023
FOR: BENTON COUNTY	**FOR: PPC SOLUTIONS, INC.**
_____	DocuSigned by: Sheila Leslie F9041FCAC7A14FD...
Chairman	Signature
Approved as to Form	President
	Title:
DocuSigned by: Eric Andrews B4F7673BB8A1486...	Sheila Leslie
Civil Deputy Prosecuting Attorney	Print Name

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EXHIBIT A - SCOPE OF WORK & SCHEDULE

The Contractor shall provide the following work and services:

Any of the preceding provisions that describe the qualifications of Contractor employees shall be regarded as minimum qualifications of employees for the County to consent to have such employee assigned to discharge duties contemplated by this agreement. The Contractor maintains complete discretion as to hiring and retention practices. The qualifications specified herein shall not be regarded as an attempt to influence or dictate such hiring and retention practices.

1) SCHEDULE

a) Benton County Justice Center (Kennewick, WA)

i) Monday – Friday:

(1) 7:00 am to 5:30 pm – One unarmed security guard will report at 7:00 am, to perform opening duties, and stay until 3:30 pm. One armed and one unarmed security guard will report at 7:30 am and will stay until 4:00 pm. Two unarmed and one armed security guards will report at 9:00 am and stay until 5:30 pm or the close of court, whichever is later, to perform closing duties. Two of the six guards, one unarmed and one armed, will report to the Benton County Courthouse in Prosser as the described in the schedule below on Tuesdays & Thursdays, when court is scheduled in Prosser. All guards will have 30-minute unpaid lunches.

b) Benton County Courthouse (Prosser, WA)

i) Tuesday & Thursdays

(1) 8:00 am to 4:30 pm – One armed security guard will begin at 8:00 am at the entrance to the courtroom located on the 3rd floor and remain on duty until 4:30 pm or the close of court, whichever is later, at which time the courtroom entrance will be secured. One unarmed guard will begin at 9:00 am at the entrance to the courtroom located on the 3rd floor and remain on duty until 3:30 pm and return to the Justice Center until 5:30 pm to assist with closing duties. All guards will have 30-minute unpaid lunches.

Schedule may change at the sole discretion of the County.

2) UNARMED SECURITY PERSONNEL

a) JOB DESCRIPTION

The job description of unarmed security personnel shall include, but may not be limited to:

i) To monitor the entrances of specified buildings and courtrooms during assigned hours.

ii) Performing roving patrols showing a security presence, checking doors are secure, and making appropriate notifications as needed to any incident or problem discovered.

iii) To direct the public through the screening area(s).

iv) To monitor the public and watch for any potential disturbances.

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v) In the event a person sets off the alarm and refuses to be searched and/or continues to move toward a court. In that case, screening station personnel will immediately notify the Security and Safety Coordinator unless an immediate emergency is present, then notify the Sheriff's desk and/or radio. Screening station personnel will not detain or attempt to apprehend this individual. The screening station personnel will assist as requested.

vi) Screening station personnel will become familiar with the Justice Center and Courthouse and be able to give directions to the public.

vii) Screening station personnel will provide their own relief for breaks, and there will be at least one (1) screening station officer at the monitor station(s) at all times.

viii) Screening station personnel will be trained in and be able to follow the Emergency Response Plan for the Justice Center and the Courthouse.

ix) Screening station personnel will become familiar with the Sheriff's radio procedures for the Justice Center.

Other duties as assigned or agreed upon by the County and the Contractor.

b) <u>QUALIFICATIONS FOR SCREENING STATION POSITIONS</u>

The qualifications for screening station positions shall include, but may not be limited to:

i) Public relations skills.

ii) Report writing skills.

iii) Good communications skills.

iv) Have the ability to handle situations/individuals under stressful conditions.

v) Have the ability to follow directions without hesitation under stressful conditions.

vi) Other qualifications as provided in sections c, d, e and 4 below.

c) <u>EDUCATION AND EXPERIENCE</u>

The education and experience for screening station guards shall include, but may not be limited to:

i) Possess a high school education or equivalency, and have two (2) years of experience demonstrating the following:

(1) the ability to meet and deal with the general public, preferably in security situations;

(2) the ability to understand detailed orders, as well as read and understand printed rules, instructions, and training materials;

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(3) the ability to maintain poise and self-control under stress;

(4) Have the ability to write clear and concise reports.

d) TRAINING

The Contractor shall train screening station personnel in the following security areas before being assigned to this project, or as otherwise noted:

Required Minimum Type of Training	Hours
Bomb Procedure/Building Evacuation	2
Radio Procedure	½
Report Writing	3
Sexual Harassment Awareness Training	2
Minimum Total Required Hours	7.5

NOTE: Due to the need of equipment availability for training, Security Screening Training will occur onsite and when assigned to the project.

The County must approve training outlines for required training before instruction. All training must be tested, and records of results must be made available for County inspection. The Contractor shall provide documentation of completion of training for each individual before being assigned to this project. The County may change the training requirement anytime at its sole discretion, which may include a price negotiation from the Contractor if applicable.

e) TYPICAL DUTIES

Typical duties shall include, but may not be limited to:

i) Post assignments:

i. Entrance Control Post (stationary guard): When directed to do so, perform package inspection and log all incoming packages (U.P.S., deliveries, personal client items such as cigarettes, money & clothing) being brought into the facility.

ii. Building Rules and Regulations: Observe building occupants and visitors for compliance with rules and regulations.

iii. Lost and Found: Receive and turn in lost articles to the Sheriff's Department.

iv. Law and Order: Summon Sheriff or Police support when necessary.

v. Hazardous Conditions: Report potentially hazardous conditions and items in need of repair within a reasonable time, including inoperative lights or slippery floor surfaces, etc.

vi. Injury or Illness: In the event of injury or illness to employees or others while in the building or on the grounds, provide assistance as needed, call 911 or make appropriate notifications for Emergency Medical Services (EMS), or Law

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Enforcement to respond, and make notifications to the Benton County Security Coordinator and/or Risk Manager.

vii. Additional Duties: Open and secure doors and gates in the work area.

viii. Reports and Records: Prepare required reports on accidents, fires, bomb threats, unusual incidents, and unlawful acts and provide them to Risk Management.

ix. Civil Disturbances: At the direction of the Risk Management, perform such other functions as may be necessary for the event of situations or occurrences such as civil disturbances or other criminal acts adversely affecting the security or safety of the county government, its employees, and the general public lawfully in buildings or on the grounds under the control of Benton County.

x. Emergencies: Respond to building emergencies in accordance with the Contractor's established procedures, including contacting appropriate County personnel.

ii) Building Access:

i. Monitor perimeter doors security access system, reporting equipment failures as necessary.

ii. Unauthorized Access: Discover persons attempting to gain unauthorized access to the property.

iii. Admit delivery/repair personnel when directed to do so by authorized County personnel.

iii) Other:

i. Other duties as assigned or agreed upon by the County and the Contractor.

3) <u>ARMED SECURITY PERSONNEL</u>

a) JOB DESCRIPTION

The job description of armed security personnel shall include, but may not be limited to:

i) Must meet all requirements of unarmed security. Additionally, armed security personnel must include the following and include qualifications in b, c, d, e & 4 below:

ii) Screening station personnel will provide their own relief for breaks, and there will be at least one (1) armed and (1) unarmed screening station officer at the monitor station(s) at all times. The Prosser Courthouse will have one (1) screening station officer at the monitoring station(s) at all times.

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iii) Other duties as assigned or agreed upon by the County and the Contractor.

b) QUALIFICATIONS FOR SCREENING STATION POSITIONS

The qualifications for screening station positions shall include, but may not be limited to:

i) Public relations skills.

ii) Report writing skills.

iii) Good communications skills.

iv) Have the ability to handle situations/individuals under stressful conditions.

v) Have the ability to follow directions without hesitation under stressful conditions.

c) EDUCATION AND EXPERIENCE

The education and experience for screening station guards shall include, but may not be limited to:

i) Possess a high school education or equivalency, and have two (2) years of experience demonstrating the following:

(1) The ability to meet and deal with the general public, preferably in security situations;

(2) The ability to understand detailed orders, as well as read and understand printed rules, instructions, and training materials;

(3) The ability to maintain poise and self-control under stress;

(4) Have the ability to write clear and concise reports.

d) TRAINING

The Contractor shall train armed screening station personnel in the following security areas before being assigned to this project, or as otherwise noted:

Required Minimum Type of Training	Hours
Bomb Procedure/Building Evacuation	2
Radio Procedure	½
Report Writing	3
Sexual Harassment Awareness Training	2
Firearms/Use of Force Training as required by WA State	8
De-Escalation & Taser Training as required by WA State	8
Minimum Total Required Hours	23.5

NOTE: Due to the need of equipment availability for training, Security Screening Training will occur onsite and when assigned to the project.

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The County must approve training outlines for required training before instruction. All training must be tested, and records of results must be made available for County inspection. The Contractor shall provide documentation of completion of training for each individual before being assigned to this project. The County may change the training requirement anytime at its sole discretion, which may include a price negotiation from the Contractor if applicable.

e) TYPICAL DUTIES

Typical duties shall be the same as unarmed security personnel, will include, but may not be limited to the following:

i) Post assignments:
   i. Armed security screening personnel shall provide an armed and/or less lethal response in defense of themselves or others, to a lethal threat, as defined under WA State RCW 9A.16.110, for the Justice Center, Administration Building or Prosser Courthouse.

ii) Other:
   i. Other duties as assigned or agreed upon by the County and the Contractor.

4) GENERAL PROVISIONS

a) HEALTH AND PHYSICAL FITNESS REQUIREMENTS

They shall possess binocular vision, correctable to 20/20 (Snellen), and shall not be colorblind. They shall be capable of hearing ordinary conversation at 20 feet and whispered conversation at 10 feet with or without the benefit of artificial hearing devices.

b) APPEARANCE AND BEHAVIOR

The Contractor shall implement policies related to its employees performing any work contemplated by this Contract. All such employees maintain an appearance, attitude, and job knowledge consistent with the County's desire to maintain a favorable and professional public image. Such policies shall include, but may not necessarily be limited to, ensuring that employees do not: make or receive phone calls, chew gum or tobacco, smoke, eat, read unauthorized material, groom themselves or display excessive amounts of, or inappropriate, body art or body/facial piercings while in public view and discharging Contractor's duties according to this Contract. Ensuring that employees do: wear the uniform provided by Contractor and approved by County, wear County provided and approved identification, and wear a Contractor provided and County approved badge at all times while in public view and discharging Contractor's duties according to this Contract. Such uniform and badge are subject to prior approval by Benton County Risk Management, shall prominently identify the wearer as a security officer and shall display the name of Contractor in the case of the uniform, may not imply with use of the words "police" "law enforcement" "Sheriff," or similar word/phrase, affiliation or employment by a certified law enforcement agency, and shall not imply in any way that the wearer is an employee of Benton County.

County reserves the right, at any time and in its sole discretion, to direct Contractor to remove any of its employees from the performance of duties according to this Contract

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off County premises for non-compliance with the provisions in this section. Immediately upon receiving the notification by the County of the unsuitability of an employee assigned to discharge duties according to this Contract, the Contractor shall recall such employee and replace the employee with another suitable employee as soon as reasonably possible. Under such circumstances, such an employee may not be placed back on duty according to this Contract until the County has been assured that any problems have been rectified and corrective action has been taken to ensure that future non-compliance is less likely to occur. The Contractor maintains sole discretion as to what, if any, disciplinary action needs to be taken under these circumstances.

c) UNIFORMS

All Security Personnel shall wear the uniform of the security guard contractor at all times when on duty. Uniforms shall include a badge or other emblem designating the person as a security officer and will be subject to the County's approval.

d) USE OF FORCE BY CONTRACTOR EMPLOYEES

Contractor employees performing duties according to this Contract have no County vested arrest powers and shall not utilize common-law "citizen's arrest" powers in the course of their duties according to this Contract. Contractor employees shall detain persons for only such time as is necessary to check such persons and their belongings for prohibited items utilizing the walk- through metal detector, luggage scanner, hand-held metal detector, and pat-downs when necessary and appropriate. Contractor employees shall not utilize physical force to detain persons while they are being checked for prohibited items. Contractor employees shall not use force on any persons during the performance of their duties according to this Contract except under the following circumstances: a) Armed security screening personnel shall provide an armed and/or less lethal response in defense of themselves or others, to a lethal threat, as defined under WA State RCW 9A.16.110 , for the Justice Center, Administration Building or Prosser Courthouse. b) to defend themselves from a threat of harm; c) to defend a third person from a threat of harm; d) when directed by a peace officer to assist. Such force may include, if reasonable, physically detaining an aggressor until such time as a commissioned peace officer is able to take the aggressor into custody. In all circumstances where Contractor employees are authorized to use force, such force utilized shall be reasonable under the circumstances reasonably apparent to such employee.

e) POSSESSION OF WEAPONS BY CONTRACTOR EMPLOYEES

Contractor employees shall not possess, on their persons or readily accessible to their persons, while on County property discharging duties according to this Contract, any weapon prohibited by the amended Benton County District Court Order No 22-2-00001-03 entitled "Amended Order Re: Weapons Prohibited, Areas, and Security Screening" except as necessary both by this contract for armed security personnel and in the course of their duties in removing such prohibited weapons from the persons or belongings of people being screened, or in taking temporary custody of prohibited but legal items that are being entrusted to them while the owner conducts business within the justice center. In all cases where prohibited and illegal weapons are confiscated from the person or belongings of people being screened, Contractor employees shall immediately, or as soon as practicable, request the attendance of the Benton County Sheriff's Office Court Security Deputy or other fully-commissioned Deputy (not courtroom bailiffs),

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utilizing radio communications if appropriate, in order for such prohibited and illegal weapon to be secured. The prohibition against possession of weapons by Contractor employees does not apply to legally owned and possessed weapons properly secured in an employee's privately owned vehicle while such vehicle is parked in a County parking lot.

f) REVOCATION OF SECURITY CLEARANCE

Upon finding any violation of the provisions in sub-heading 9 Use of Force by Contractor Employees, or sub-heading 10 Possession of Weapons by Contractor Employees, Benton County Risk Management may elect to revoke a violator's security clearance. Under such circumstances, immediately upon written notification to Contractor, Contractor shall ensure that such violator is no longer assigned to discharge Contractor's duties according to this Contract. Also, under such circumstances, the violator may be barred from entry upon County property for purposes of their employment immediately upon verbal notification by Benton County Risk Management. Any other disciplinary measures, including discharge of the employee, are completely within the Contractor's discretion. Nothing herein excuses Contractor from discharging its duties according to this Contract in any way. If any employee has his/her security clearance revoked and/or is barred from County premises, the Contractor shall promptly replace him/her with a suitable replacement employee.

g) SUPERVISION

The Contractor shall:

i) Have a designated "Supervisor" or "Lead" person on-site during normal hours of work or as required by the County.
ii) Schedule monthly workforce assignments for the courthouse complex.
iii) Schedule and record sick leave, vacation, floating holidays, and training.
iv) Maintain records as needed or required by Risk Management.
v) Meet and work with Risk Management on high- profile cases and coordinate security with the Security and Safety Coordinator.
vi) Conduct uniform and equipment inspections on security personnel.
vii) Work with Risk Management and/or other personnel to maintain a harmonious working relationship.
viii) Work with Risk Management on specific crowd control plans.

h) CONTRACTOR STARTUP REVIEW

Immediately after awarding this Contract and before the performance, the Contractor's representative and Risk Management shall make an on-site, in-depth review of the total job requirements. During the review period, the Contractor will be required to cure any issue of finding by Risk Management. The startup review shall include but not be limited to the following:

i) The general type of work performed by the building tenants and concerns particular to those tenants.
ii) Guard assignments, including specific shift hours.
iii) Floor plans and area maps of the facilities depict emergency evacuation routes, the location and type of each fire alarm, and special instructions pertaining to security controls.

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iv) Details of the company training program and how the company will provide proof of training for all new guards.
v) Policy and specific procedures for responding to emergency alarms, bomb threats, or suspected incendiary devices in the particular facility being protected.
vi) Required reports, logs, and forms.

i) WORK SCHEDULING PROCEDURES

The criteria for the guard (both screening station and limited commission armed guards) establishing work schedules and the requirements for relief periods and for starting and stopping work are contained herein:

i) The duties of guard posts require that a guard not leave the assigned post until properly relieved.

ii) All guards shall be in uniform and ready to begin work promptly at the start of their shift. All guards shall remain on the job and in full uniform until the end of their full tour of duty.

iii) Lunch and breaks shall be taken during the assigned work schedule, in designated areas on the premises or off-site. Lunches are unpaid.

iv) The Contractor shall maintain a telephone number by which a responsible person may be reached by any County representative 24 hours a day, 365 days a year, in order to communicate or discuss matters of importance related to this Contract, such as emergency scheduling, emergencies, etc. The Contractor's availability via this telephone number shall be regarded as "on-call" availability and shall not be grounds for any further compensation.

j) PERMITS AND LICENSES

The Contractor shall be responsible for obtaining, maintaining, and providing documentation of any and all licenses and permits required by law for the provision of services according to this agreement and RCW 18.170. Such responsibility shall include paying any and all costs for said permits and licenses.

k) CALL LIST

The Contractor shall be provided with a list of County employees, including the Sheriff's representative, to be called in the event of an emergency.

The Contractor shall provide Risk Management a list of emergency numbers which shall include, but not be limited to: 1) A 24-hour business telephone number and 2) Guard service business number for an area supervisor. It shall be the responsibility of the Contractor to notify Risk Management immediately of any personnel changes and confirm that the list provided is current on a monthly basis.

l) IDENTIFICATION

Guards are required to carry an identification badge to be issued by the Contractor that is clearly visible on their person when on duty. Throughout the term of the Contract, any expense incurred for badges shall be borne by the Contractor.

m) ROUTINE CHANGE IN SERVICE (ONE OR TWO PEOPLE)

Should there be a change in the County's requirement for security guard service, the

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Contractor will adjust the number of personnel when required. The County will make a reasonable attempt to give the Contractor at least twenty-four (24) hours of written or verbal notice whenever there is to be an increase or decrease in personnel. However, there will be times when an immediate staffing adjustment is necessary. Any change in personnel will not affect the quoted hourly rate to be paid for the service provided.

n) EMERGENCY GUARD SERVICE

Benton County reserves the right to require additional screening station guards on the site in a minimum amount of time (i.e., without 24-hour notice to the Contractor). The Contractor shall be able to supply at least five (5) screening station guards under such conditions.

o) CRIMINAL ACTION

Contractor employees may be subject to criminal actions as allowed by law. Examples of these include, but are not limited to, falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission, from official documents or records, and unauthorized use of government property, theft, vandalism, immoral conduct, assault, or any other illegal activity.

p) DISQUALIFICATION OF GUARD PERSONNEL

Risk Management reserves the right to notify the Contractor to remove any Contractor personnel from duty, to have them replaced when a guard's continued placement by the Contractor at County facilities according to this, or any other contract, is deemed by Risk Management or his/her designated representative to be contrary to the public interest or inconsistent with the best interests of the County for any reason whatsoever.

Additionally, a conviction of a crime involving moral turpitude will be a reason for disqualification as to initial and further subsequent placement of guard personnel by the Contractor in any work performed under this Contract. The arrest for and/or conviction of any crime may be cause for disqualification as to initial and further subsequent placement of guard personnel by the Contractor in any work performed under this Contract at the discretion of the County.

q) PERFORMANCE EVALUATION MEETINGS

The Contractor's representative shall meet as often as necessary at the discretion of Risk Management, but not less than monthly. A mutual effort will be made to resolve all problems identified. The written minutes of these meetings, prepared by the Contractor's representative, shall be signed by Risk Management.

r) PERSONNEL/SECURITY CLEARANCE

Prior to being permitted to assume duties according to this Contract on County property, Contractor employees shall pass a thorough background investigation administered by the Benton County Sheriff's Office. To accomplish that, prior to assigning any employee to duties according to this Contract on County property, the Contractor shall supply County with the following information on the employee:

i) Full, legal name, and any aliases.
ii) Date of Birth.
iii) Washington Driver's License Number.

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iv) Current address(residence).
v) Copy of the permanent (not temporary) individual State Guard License for each prospective guard.
vi) Department of Motor Vehicles Driving Record.

The Contractor shall provide the same information for each prospective employee assigned to each County site during the Contract term.

All the Contractor's employees assigned to each County site shall be subject to a background security investigation prior to receiving written authorization from Risk Management. This investigation shall include, but not be limited to, clearance through Risk Management. Benton County reserves the right to deny written authorization to any guard.

Security clearances shall be granted or revoked at the sole discretion of Risk Management, and revocation shall be permitted for reasons including any issue related to the trustworthiness, morality, or fitness for duty of the subject of the investigation regardless of whether the subject has been arrested or convicted of an actual criminal offense. The County reserves the right to condition security clearances on any condition it reasonably sees fit before or after granting such clearance. The background investigation process may require Contractor employees to fill out statements that may or may not be under oath. The Contractor shall ensure that statements are filled out as a pre-condition to passing the background investigation and receiving a security clearance. The Contractor shall maintain employees who are recipients of County Security clearances above and beyond those required to fill current shifts, of such a number as would be sufficient to allow for filling in for absences, emergency staffing, or similar needs without resorting to employees who are not the recipient of security clearances.

Contractor shall implement policies pertaining to employees who are the subject of County security clearances requiring them to report to Contractor within 24 hours of being arrested or convicted of any crime, being told they are a suspect in any crime, becoming aware of any complaint being lodged against them with the Washington State Criminal Justice Commission, being served with a summons and complaint relating to their duties according to this Contract or being served with a summons and complaint, whether relating to or not relating to their duties, where an allegation of the complaint relates to allegedly inappropriate sexual conduct including, but not limited to sexual harassment, sexual assault or lewd conduct. The Contractor shall, in turn, notify County in writing within 24 hours of receiving any such notification from one of its employees.

In the event Risk Management determines that it is appropriate to revoke any person's security clearance, they shall do so in writing directed to the Contractor and may also precede such written notice with verbal notification to the subject of the revocation. A revocation shall become effective immediately upon verbal notification if made if followed by written notification to the Contractor. Upon such notification, the Contractor's duty shall be to replace the employee whose security clearance is revoked with another suitable employee.

Nothing in this section shall be construed as infringing in any way upon the Contractor's discretion to hire and retain employees of its own choosing.

s) <u>ADDITIONAL PROVISIONS</u>

The Contractor warrants that all security guards shall be licensed, bonded, and uniformed.

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At the discretion of the County, the County will not be required to pay for training of new contractor security employees learning the security processes at the Justice Center or Prosser Courthouse

The Contractor shall report directly to Risk Management.

The Contractor shall submit reports with documentation of all incidents that are considered security breaches, incidents, equipment, and system failures.

The Contractor shall provide an itemized billing showing breakdown of charges by each location on a monthly basis.

Security guards shall check in daily at locations specified by Risk Management.

The Contractor shall provide the name of each individual assigned to this project and the individual assigned to back up the primary person in his/her absence for security clearance to Risk Management.

t) RADIOS

The County shall purchase and issue radios for use by Contractor personnel. The Contractor shall be liable for the replacement cost of any radios lost or damaged due to negligence or misuse by Contractor personnel. The County will bear the expense of repair and replacement due to normal wear and tear.

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JOSIE DELVIN
BENTON COUNTY CLERK
NOV 02 2022
FILED

IN THE DISTRICT COURT OF WASHINGTON
IN AND FOR THE COUNTY OF BENTON

In re the Matter of, WEAPONS PROHIBITED, AREAS, AND SCREENING FOR SECURITY IN THE BENTON COUNTY JUSTICE CENTER AND THE PROSSER COURTHOUSE	NO: 22-2-00001-03 AMENDED ORDER RE: WEAPONS PROHIBITED, AREAS, AND SECURITY SCREENING

The Court, upon the Court's own motion, makes the following findings:

1. Pursuant to RCW 9.41.300(1)(b) it is unlawful for any person to knowingly possess or have under his or her control any weapon in those areas in any building which are used in connection with court proceedings, including courtrooms, jury rooms, judge's chambers, offices and areas used to conduct court business, waiting areas, and corridors adjacent to areas used in connection with court proceedings. The restricted areas do not include common areas of ingress and egress to the building that is used in connection with court proceedings when it is possible to protect court areas without restricting ingress and egress to the building. The restricted areas shall be the minimum necessary to fulfill the objective of this subsection (1)(b)."

2. RCW 9.41.300(1)(b) also provides that "[t]he local judicial authority shall designate and clearly mark those areas where weapons are prohibited and shall post notices at each entrance to the building of the prohibition against weapons in the restricted areas."

3. Weapons shall be defined as provided in RCW 9.41.300, as it now exists or is hereinafter amended. However, the following may be permitted into the building: (1) weapons carried by law enforcement personnel, to the extent permitted by RCW 9.41.300; (2) weapons carried by Superior and District Court Bailiffs, security guards and security personnel, who are engaged in their official duties; (3) weapons or other items in the possession of law enforcement officers or deputy prosecuting attorneys that are brought into court facilities to be used in and exhibited in a pending case; (4) weapons carried by

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armored car service providers under contract with the County to provide such services during the provision of such services; (5) tools of the trade in possession of construction workers, repair and maintenance workers and others who are on assignment in the building: (6) office equipment and supplies and ordinary kitchen utensils, in the possession of persons employed in the building that are being brought into the building for ordinary use: (7) weapons carried by correctional personnel and community corrections officers, to the extent permitted under RCW 9.41.300(8): and (8) weapons permitted under any other exception to the weapons prohibitions set forth in RCW 9.41.300(1)(b).

4. It is the responsibility of the judiciary, and within its inherent power, to take reasonable steps to provide access to justice for all citizens and to ensure that persons who come to the court, including parties, witnesses, victims, jurors and staff, are protected from violence and threats of violence while in court facilities.

5. It is reasonable and prudent to require citizens, attorneys, jurors, victims, witnesses, litigants, and others with business at the above-mentioned facilities to be required to pass through security screening for the above-mentioned weapons for a period of lime prior to, throughout, and following normal business hours.

6. It is reasonable and prudent to provide victims, witnesses, litigants, deputy prosecutors and others with business in the above-mentioned facilities who have specific security concerns entry supervised by the Sheriff's Office on a case-by-case basis.

7. It is reasonable and prudent to allow judges, elected officials, department directors, deputy prosecuting attorneys, and superior court reporters to enter the above-mentioned facilities during times at which security screening is not provided.

8. It is reasonable and prudent to allow other court and county staff to enter the above-mentioned facilities during times at which security screening is not provided, on a day-by-day basis, with prior approval of the elected official or department director for whom they work.

Based on the foregoing findings, the Benton County District Court Hereby Orders:

1. No person shall bring into any part of the Benton County Justice Center or the Prosser Courthouse any weapon prohibited from being carried into those locations under RCW chapter 9.41.300(1)(b)Weapons shall be defined as provided in RCW 9.41.300, as it now exists or is hereinafter amended. However, the following may be permitted into the building: (1) weapons carried by law enforcement personnel, to the extent permitted by RCW 9.41.300; (2), Superior and District Court Bailiffs and security guards and security personnel, who are engaged in their official duties: (3) weapons or other items in the possession of law enforcement officers or deputy prosecuting attorneys that are brought into court facilities to be used in and exhibited

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in a pending case; (4) weapons carried by armored car service providers under contract with the County to provide such services during the provision of such services; (5-4) tools of the trade in possession of construction workers, repair and maintenance workers and others who are on assignment in the building; (6-5) office equipment and supplies and ordinary kitchen utensils, in the possession of persons employed in the building that are being brought into the building for their ordinary use; (7) weapons carried by correctional personnel and community corrections officers, to the extent permitted under RCW9.41.300(8); and (8) weapons permitted under any other exception to the weapons prohibitions set forth in RCW 9.41.300(1)(b).

2. The Benton County Sheriff's Office, or any entity designated or contracted by the County, shall, at the earliest possible date, use appropriate electronic scanning devices and/or search all persons and property entering the Benton County Justice Center and Prosser Courthouse Courtroom and shall exclude all items prohibited under RCW 9.41.300 or other applicable law during times immediately preceding, during and immediately following normal business hours.

3. The Benton County Sheriff's Office shall make provisions for judges, elected officials, department directors, deputy prosecuting attorneys, superior court, court reporters and other staff as approved by an elected official or department director on a day-to-day basis, to enter the above-mentioned facilities during such time s as security screening is not provided.

4. The Benton County Sheriff's Office shall adopt policies and procedures for jurors, victims, witnesses, deputy prosecuting attorneys and other citizens with business in the above-mentioned facilities, who have specific security concerns entry into the facility supervised by the Sheriff's Office on a case-by-case basis.

5. The Benton County Sheriff's Office has, or may have in the future, designated employees with access to the secured court areas through non-secured areas of the Sheriff's Office. The Sheriff's Department shall adopt policies and procedures governing access of these employees to the secured court area(s) up to and including exemption from screening as appropriate and agreed upon by the Superior Court.

6. Under RCW 9.41.300, the prohibitions against weapons in restricted areas shall be posted at all building entrances to the Benton County Justice Center and Prosser Courthouse.

Dated this 1st of November, 2022

District Court Presiding Judge
Benton County District Court

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The Benton County Sheriff and the Benton County Prosecutor have reviewed the above Amended Order Re: Weapons Prohibited Area and Security Screening and hereby adopt the Amended Order as it pertains to the Benton County Sheriff's Office and the Benton County Prosecutor's Office.

Dated this 10-27-22

Andy Miller
Benton County Prosecuting Attorney

Dated this 11/1/2022

Tom Croskrey
Benton County Sheriff

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EXHIBIT B – RATE SHEET

The Contractor shall charge the County for any services in excess of 40 hours per week per employee at a rate one and a half times the hourly billing rate for the class of the employee(s) when said overtime is requested by an authorized representative of the Risk Management for "Emergency Guard Service" as defined within Section B-8 of Exhibit A. If the Contractor's internal scheduling situations incur overtime, that is, as a result of a "Routine Change in Service (One or Two People)" as defined within Section B-7 of Exhibit A, the County shall not be billed for the overtime costs.

The Contractor may request an increase to the hourly rate established in the initial term of the Contract. The request shall be made in writing no less than 60 days prior to the requested effective increase date. The County does not guarantee an increase request will be approved. Any rate increase must be approved through a contract amendment. The County expects that the Contractor account for normally expected increases in the rates below, such as COLA, Medical Insurance, etc.

Position Description	Year # 1 – Hourly Rate July 1, 2022 - June 30, 2023	Year #2 – Hourly Rate July 1, 2023 - June 30, 2024
Unarmed Security Guards	$26.92	$28.27
Armed Security Guards (Taser & Weapon)	$29.96	$31.46

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 28, 2023
Subject:	2022 Federal Equitable Sharing Agreement Certification
Presenter:	N/A
Prepared By:	Katie Gillies, CFO
Reviewed By:	Jon Law, Undersheriff

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

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

Summary / Background Information

The Benton County Sheriff's Office participates in the Equitable Sharing Agreement with the federal government for the use of federally forfeited cash, property proceeds, and any interest earned thereon, which are equitably shared with the participating law enforcement agencies. Pursuant to this agreement the Benton County Sheriff's Office is required to submit yearly the Equitable Sharing Agreement and Certification.

The yearly Equitable Sharing Agreement and Certification must be signed by the Benton County Sheriff and the Chairman of the Board of Benton County Commissioners.

Fiscal Impact

N/A

Recommendation

Approve the attached Resolution and authorize the Chairman of the Board of Benton County Commissioners to sign, on behalf of the Board, the Federal Equitable Sharing Agreement and Certification Report for 2022.

Suggested Motion

Approve as part of Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE 2022 FEDERAL EQUITABLE SHARING AGREEMENT AND CERTIFICATION REPORT

WHEREAS, the Benton County Sheriff's Office participates in the Federal Equitable Sharing Agreement with the federal government for the use of federally forfeited cash, property proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. Pursuant to this agreement the Benton County Sheriff's Office is required to submit yearly the Federal Annual Certification Report; and

WHEREAS, the annual Equitable Sharing Agreement and Certification Report must be signed by the Benton County Sheriff and the Chairman of the Board of Benton County Commissioners; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners that the Chairman of the Board of Benton County Commissioners is authorized to sign on behalf of the Board, the Federal Equitable Sharing Agreement and Certification Report for 2022.

Dated this_____ day of _____, 2023.

_____
Chairman

_____
Chairmen Pro-Tem

_____
Commissioner

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Orig: Sheriff's Office
cc: Auditor

Prepared by: Katie Gillies

OMB Number 1123-0011
Expires: December 31, 2024

Equitable Sharing Agreement and Certification

NCIC/ORI/Tracking Number: WA0030000
Agency Name: Benton County Sheriff's Office **Type:** Sheriff's Office
Mailing Address: 7122 W. Okanogan Place #A120
Kennewick, WA 99336

Agency Finance Contact
Name: Gillies, Katie L
Phone: 509-735-6555 x 3273 **Email:** katie.gillies@co.benton.wa.us

Jurisdiction Finance Contact
Name: Coverdell, Aileen
Phone: 509-786-5620 **Email:** aileen.coverdell@co.benton.wa.us

ESAC Preparer
Name: Gillies, Katie L
Phone: 509-735-6555 x 3273 **Email:** katie.gillies@co.benton.wa.us

FY End Date: 12/31/2022 **Agency FY 2023 Budget:** $18,080,506.00

Annual Certification Report

	Summary of Equitable Sharing Activity	Justice Funds [1]	Treasury Funds [2]
1	Beginning Equitable Sharing Fund Balance	$0.00	$0.00
2	Equitable Sharing Funds Received	$55,490.64	$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	$0.00	$0.00
4	Other Income	$0.00	$0.00
5	Interest Income	$0.00	$0.00
6	Total Equitable Sharing Funds Received (total of lines 2-5)	$55,490.64	$0.00
7	Equitable Sharing Funds Spent (total of lines a - n)	$1,820.48	$0.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and the sum of lines 1 and 6)	$53,670.16	$0.00

[1] Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA
[2] Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

	Summary of Shared Funds Spent	Justice Funds	Treasury Funds
a	Law Enforcement Operations and Investigations	$0.00	$0.00
b	Training and Education	$0.00	$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	$0.00	$0.00
d	Law Enforcement Equipment	$1,820.48	$0.00
e	Joint Law Enforcement/Public Safety Equipment and Operations	$0.00	$0.00
f	Contracts for Services	$0.00	$0.00
g	Law Enforcement Travel and Per Diem	$0.00	$0.00
h	Law Enforcement Awards and Memorials	$0.00	$0.00
i	Drug, Gang, and Other Education or Awareness Programs	$0.00	$0.00
j	Matching Grants	$0.00	$0.00
k	Transfers to Other Participating Law Enforcement Agencies	$0.00	$0.00
l	Support of Community-Based Programs	$0.00	
m	Non-Categorized Expenditures	$0.00	$0.00
n	Salaries	$0.00	$0.00
	Total	$1,820.48	$0.00

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds

Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Support of Community-Based Programs

Recipient	Justice Funds	

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information

Independent Auditor

Name: Pat McCarthy
Company: Office of the Washington State Auditor
Phone: 564-999-0950 **Email:** Pat.McCarthy@sao.wa.gov

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES ☐ NO ☒ THRESHOLD NOT MET ☐

Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse: 904389

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq*.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq*.), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administrated in the same manner as the jurisdictions's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide,* any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The

Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ **Yes** ☒ **No**

Agency Head

Name: Croskrey, Thomas
Title: Benton County Sheriff
Email: Tom.Croskrey@co.benton.wa.us

Signature: Date: 2/17/2023

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: McKay, Will
Title: Chairman of the Board
Email: will.mckay@co.benton.wa.us

Signature: _____ Date: _____

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	28 February 2023
Subject:	Rural County Capital Fund – Contract Amendment for City of Prosser
Presenter:	Adam J. Fyall
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

This item concerns a second amendment to an existing RCCF agreement with the City of Prosser. This is in regards to the Interstate 82 utility undercrossing project. Due to some unforeseen challenges with the boring related to the undercrossing, the City has some additional work scope and cost, and has requested those be added to the agreement. Staff concurs with this request and adequate funds are available. The *Second Amended and Restated Disbursement Agreement* has been drafted, approved for form by the Prosecutor, and signed by the City.

Fiscal Impact

This Second Amendment to the Agreement will add up to **$100,000.00** to the project, to be paid from the Rural County Capital Fund. This brings the total project amount to $2,463,000.00

Staff Recommendation

Staff recommends authorization of the Agreement.

# # #

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE RURAL COUNTY CAPITAL FUND, A SECOND AMENDED AND RESTATED DISBURSEMENT AGREEMENT WITH THE CITY OF PROSSER FOR THE "INTERSTATE 82 UTILITY CROSSING – PHASE TWO" PROJECT

WHEREAS, RCW 82.14.370, adopted by the Washington State Legislature in 1997, authorizes certain qualified counties like Benton County to impose a "sales and use tax for public facilities", the revenue from which is intended to support "economic development activities" through the construction of "public facilities" by the cities, ports, and the County itself for the purposes of job creation and tax revenue generation; and,

WHEREAS, Benton County has established the "Rural County Capital Fund" for said economic development activities, and has reserved a portion of the Fund for disbursement to cities and ports within the County who request County participation with qualified capital development projects; and,

WHEREAS, the City of Prosser submitted an application for disbursement of funds to be used toward development of a project within the city known as "Interstate 82 Utility Crossing – Phase Two" which the County determined to be qualified; and,

WHEREAS, the City and the County executed a Disbursement Agreement for the Interstate 82 Utility Crossing – Phase Two project October 13, 2020 (Res 2020-733) in an amount not to exceed $1,938,000.00; and,

WHEREAS, the City and the County executed a First Amended and Restated Disbursement Agreement for the Interstate 82 Utility Crossing – Phase Two project August 9, 2022 (Res 2022-551) in an amount not to exceed $2,363,000.00; and,

WHEREAS, as the project has progressed, unforeseen technical challenges related to the boring of the undercrossing emerged for the City, including expanded project scope and increased costs; and,

WHEREAS, the City has requested more funds for the project, such funds are available within the City's allocation, and the County has determined that the request for supplement is appropriate; and,

WHEREAS, the City and the County have mutually agreed to terms on a *Second Amended and Restated Disbursement Agreement for use of Rural County Capital Funds,* with the addition of up to $100,000.00 in additional Rural County Capital Funds being available to the City for the project; **NOW THEREFORE**,

(CONTINUED NEXT PAGE)

BE IT RESOLVED, by the Board of County Commissioners that the Chairman is hereby authorized to sign the *Second Amended and Restated Disbursement Agreement for use of Rural County Capital Funds* with the City of Prosser for the disbursement of up to $2,463,000.00 for development of the "Interstate 82 Utility Crossing – Phase Two" project; with said *Agreement* terminating on October 12, 2023.

Dated this _____ day of _____, 2023.

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Commissioner

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

orig: Sustainable Development
cc: City of Prosser, Auditor

Prepared by: A.J. Fyall

SECOND AMENDED AND RESTATED DISBURSEMENT AGREEMENT

FOR USE OF RURAL COUNTY CAPITAL FUNDS

This Second and Restated Disbursement Agreement, between Benton County (hereinafter "County"), and the City of Prosser (hereinafter "City"), shall be effective upon execution by both parties.

WHEREAS, the County has previously agreed to distribute certain funds received from the State of Washington that it has deposited in its Rural County Capital Fund (hereinafter "Fund") after April 1, 2016 for the financing of certain "public facilities [projects] serving economic development purposes" as contemplated by State statute (RCW 82.14.370) and in conformance with County policy (Resolution 2017-103, adopted January 31, 2017); and,

WHEREAS, the County and the City are authorized, including under Chapter 39.34 of the Revised Code of Washington, to contract with each other and other public agencies in order to effectively and efficiently operate, administer, and carry out their programs and public projects; and,

WHEREAS, the purpose of this Agreement is to fund the completion of Phase 2 of the "Interstate 82 Utility Crossing – Gap Road Commercial District", consisting of: construction of City water and sewer mains, and conduit for other utilities, from their existing termini across Interstate 82 (underground) at the Wamba Road location; then extended farther west to a new terminus at Gap Road; with the water and sewer main extensions totaling approximately 4,300 linear feet with stub-outs for future development, and the conduit consisting of approximately 260 linear feet of casing pipes under the freeway (hereinafter the "Project"); and,

WHEREAS, the Project's purpose is to facilitate business and commercial growth in the "Gap Road Commercial District" and surrounding area; and,

WHEREAS, upon completion, the utility crossing will assist in the recruitment of new businesses to approximately 160 acres of commercially zoned, public and privately-owned properties of the "Gap Road Commercial District" of north Prosser, where 70% build-out is expected within 24 months of completion, resulting in a projected 400 new, permanent retail/commercial jobs for the Prosser area, and would positively impact sales, business and occupation, and property tax revenues within Benton County; and,

WHEREAS, the City originally requested $1,938,000.00 for the Project from the Fund; and,

WHEREAS, the County's evaluation of the Project confirmed funding eligibility, and there were sufficient funds available within the City's existing allocation within the Fund; and,

WHEREAS, the County and the City executed an initial Disbursement Agreement for this project on October 13, 2020 (Resolution 2020-733) for the requested amount of $1,938,000.00; and,

WHEREAS, the County and City executed the First Amended and Restated Disbursement Agreement for an additional $425,000 (Resolution 2022-551) to support unforeseen technical challenges and the resulting additional unforeseen work scope and cost; and,

WHEREAS, the City has indicated that the Project requires additional funds to cover the costs of "settlement monitoring" within the Project easement area, which is required by Washington State

Department of Transportation (WSDOT) because of the bore method used for the Project (pipe ramming and tunneling).

WHEREAS, the settlement monitoring for the I-82 Crossing Project will be overseen by the City Engineer and will consist of the Engineer establishing monitoring points on each shoulder of both eastbound and westbound sides over the boring alignment, surveying these markers to establish a benchmark elevation for each monitoring point, keeping a weekly record of the marker elevations during boring activities and for 30 days after the boring is completed, visually monitoring locations across the existing pavement and photographing and documenting prior to boring, including existing pavement cracking, divots, and any other defects in the asphalt or shoulders within the easement width.

WHEREAS, the City has therefore requested up to an additional $100,000.00 in Rural County Capital Funds to pay for completion of the settlement monitoring component of the Project described above, and such funds are currently available in the City's Fund allocation.

NOW THEREFORE, in consideration of the mutual covenants, conditions, and terms contained herein, the County and the City mutually agree to the following:

1. Based on the City's request for reimbursement from the Fund, the County agrees to reimburse the City for up to $2,463,000.00 of qualified direct costs incurred by the City for the Project *after* October 13, 2020; contingent upon (i) such funds being less than the amount of the Fund allocated to the City, and (ii) that each reimbursement is consistent with the County's Rural County Capital Fund Disbursement Policy.

2. The City represents that the use of revenues from the Fund for the Project is consistent with RCW 82.14.370.

3. The City agrees to use all funds allocated by this Agreement solely for the purpose of financing the Project and warrants that all expenditures by the City for which it seeks reimbursement will comply with RCW 82.14.370.

4. The Agreement termination date shall be October 12, 2023 unless otherwise amended, which is thirty-six (36) months from the execution date of the original Disbursement Agreement. The parties agree that funds will be disbursed only as reimbursement for actual, direct costs incurred by the City in connection with the Project on or before October 12, 2023.

5. The City shall invoice the County every ninety (90) days after the effective date of this Agreement, identifying all Project costs incurred by the City during the prior quarter that are eligible for and for which reimbursement is sought. All invoices shall be mailed to the County at the following address:

   Benton County Commissioners Office
   ATTN: Sustainable Development Manager
   7122 West Okanogan Place
   Kennewick, Washington 99336

6. All approved reimbursement payments will be made via check mailed directly to the City at:

   Prosser City Hall
   Post Office Box 1639
   Prosser, Washington 99350

7. The City shall not hold the County liable for any delay in disbursements, but the County agrees to use its best efforts to make appropriate disbursement payments to the City in a reasonably timely fashion.

8. The City shall be responsible for establishing policies for implementing this Agreement, monitoring progress of the Project, and monitoring the fulfillment of the Parties' responsibilities under the Agreement. In addition to other responsibilities set forth in this Agreement, the City is responsible for following applicable bid and prevailing wage law policies and procedures when awarding bids for the Project contemplated by this Agreement.

9. The City agrees to provide the County with a quarterly report along with each invoice outlining the status of the Project, including a spreadsheet detailing all costs being reimbursed by the County.

10. If Rural County Capital Funds are applied by the City toward non-eligible expenditures, the County may cease all disbursements and the City shall repay to the County all monies inappropriately expended.

11. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection by the parties during the term of this Agreement and for three years after its termination. This Agreement shall be filed by the City with the Benton County Auditor.

12. It is not the intention that a separate legal entity be established with respect to the Project, nor is the joint acquisition, holding, or disposing of real or personal property anticipated.

13. The City agrees to indemnify the County from and against any claims, actions, losses, costs, penalties, damages, attorneys' fees, and all other liabilities and costs of defense of any nature arising out of the County's agreement to disburse funds under this Agreement.

14. The City shall not have the right to assign the rights under this Agreement nor to terminate its obligations hereunder without first securing the written consent of the County.

15. This Agreement shall terminate on October 12, 2023 and the County has no obligation to disburse funds for work completed by the City on the Project after that date.

16. This Agreement contains the entire, complete, and integrated statement of each and every term agreed-to by and between the City and the County, and this Agreement supersedes any and all prior written and unwritten agreements and understandings pertaining to the Project, including but not limited to the initial Disbursement Agreement executed on October 13, 2020.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date signed below.

BENTON COUNTY

_____
Will McKay, Commission Chairman

Date: _____

ATTEST:

_____
Cami McKenzie, Clerk to the Board

APPROVED AS TO FORM:

_____
Chief Deputy Prosecuting Attorney

CITY OF PROSSER

Randy Taylor, Mayor

Date: 2/7/2023

ATTEST:

Rachel Shaw, City Clerk

APPROVED AS TO FORM:

_____
Howard Saxton, City Attorney

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 28, 2023
Subject:	Grant Award from Washington State Criminal Justice Training Commission for Officer Wellness Programs for the Benton County Sheriff's Office
Presenter:	Lt. Clark
Prepared By:	Lisa Small
Reviewed By:	BCSO; Purchasing Dept.

PA Review, Approval to Form: ☐ Yes ☒ No ☐ N/A *(If no, include reasoning for no approval)*
PA's Office has declined to approve as to form

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

Summary / Background Information

The Benton County Sheriff's Office (BCSO) responded to the Washington State Criminal Justice Training Commission (WSCJTC) Request for Proposal (RFP) for the purpose of establishing officer wellness programs, including but not limited to building resilience, injury prevention, peer support, physical fitness, proper nutrition, stress management, suicide prevention, physical health services, mental health support/services, and officer wellbeing.

WSCJTC provided notice of award to BCSO along with the attached WSCJTC Contract No. IA23-029 between WSCJTC and BCSO with a maximum reimbursable amount of $54,450 in efforts to establish the above mentioned officer wellness programs.

Ryan Brown has reviewed the attached grant award and has declined to approve as to form. Mr. Brown will make himself available at the meeting if all possible if the Board has any questions.

Fiscal Impact

Grant Award: $54,450

Fund: Sheriff Investigative Fund – 1260. The consulting services provided for the officer wellness programs shall be paid from the Sheriff's Investigation Fund and reimbursable expenditures paid by WSCJTC up to an amount of $54,450 will be deposited back into this same fund.

Recommendation

Approve the attached Resolution authorizing the Benton County Undersheriff's signature on the attached grant contract between Washington State Criminal Justice Training Commission and the Benton County Sheriff's Office.

Suggested Motion

I hereby move to approve the acceptance of the grant award from Washington State Criminal Justice Training Commission for a maximum amount of $54,450 to be applied towards officer wellness programs and authorize the Benton County Undersheriff's signature on said grant contract between Washington State Criminal Justice Training Commission and the Benton County Sheriff's Office.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE BOARD OF BENTON COUNTY COMMISSIONERS AUTHORIZING THE BENTON COUNTY UNDERSHERIFF TO SIGN THE GRANT AWARDED BY THE WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION (WSCJTC) TO BENTON COUNTY BY AND FOR THE BENTON COUNTY SHERIFF'S OFFICE FOR THE PURPOSE OF OFFICER WELLNESS PROGRAMS

WHEREAS, Washington State Criminal Justice Training Commission (WSCJTC) issued a Request for Proposal (RFP) for the purpose of establishing officer wellness programs, including but not limited to building resilience, injury prevention, peer support, physical fitness, proper nutrition, stress management, suicide prevention, physical health services, mental health support/services, and officer wellbeing; and

WHEREAS, the Benton County Sheriff's Office (BCSO) submitted a response to the RFP on October 14, 2022; and

WHEREAS, the BCSO proposed a three-day seminar hosting up to 40 attendees and being offered to local law enforcement in Southeast Washington, giving preference to attendees in Benton and Franklin Counties, which will cover PTSD treatment, PTS treatment, career longevity, sustaining mental health, suicide risk, and consultation with supervisory and command staff; and

WHEREAS, WSCJTC provided notice of award to BCSO along with the attached WSCJTC Contract No. IA23-029 between WSCJTC and Benton County Sheriff's Office with a maximum reimbursable amount of $54,450 in efforts to establish the above mentioned officer wellness programs; and

WHEREAS, BCSO has identified Trinity Tactical Consulting, LLC, Kennewick, WA as a qualified veteran owned and operated company who is a certified emotional intelligence coach and specializes in reality-based firearm, medical, and self-defense training; and

WHEREAS, the Benton County Sheriff believes the above mentioned officer wellness programs will be a positive benefit to our local law enforcement agencies and recommends the Board accept the grant in the amount of $54,450 from WSCJTC, and hereby authorize the BCSO to prepare a contract with Trinity Tactical Consulting, LLC to provide said consulting services to be approved by the Board at a later date; and

WHEREAS, the consulting services provided for the officer wellness programs shall be paid from the Sheriff Investigation Fund – 1260 and reimbursable expenditures paid by WSCJTC will be deposited back into this same fund; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby accepts the grant award from Washington State Criminal Justice Training Commission for a maximum amount of $54,450 to be applied towards officer wellness programs; and

Orig: BCSO
cc: Auditor, PA, WSCJTC

Prepared by: L. Small

BE IT FURTHER RESOLVED, the Board hereby authorizes the Benton County Undersheriff's signature on the attached WSCJTC Contract No. IA23-029 between Washington State Criminal Justice Training Commission and Benton County Sheriff's Office; and

BE IT FURTHER RESOLVED, the term of the attached contract commences February 1, 2023 and shall continue through June 30, 2023; and

BE IT FURTHER RESOLVED, the Board hereby authorizes BCSO to prepare a contract with Trinity Tactical Consulting, LLC to be placed on the consent agenda at a later date for Board approval and signature.

Dated this 28th day of February, 2023.

_____
Chairman

_____
Chairman Pro-Tem

_____
Commissioner

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Orig: BCSO
cc: Auditor, PA, WSCJTC

Prepared by: L. Small

DocuSign Envelope ID: B1011975-7BD1-4948-BF30-C11A481752B1

Washington State **Criminal Justice Training Commission**	WSCJTC Contract No. IA23-029
	Program Index **529**

This Contract is between the State of Washington, Washington State Criminal Justice Training Commission and the Contractor identified below, and is governed by Department of Enterprise Services Procurement Policies: http://des.wa.gov/about/pi/ProcurementReform/Pages/Policies.aspx

Contractor Name: Benton County Sheriff's Office	Contractor Address 7122 W. Okanogan Place Kennewick WA 99336
Federal Tax ID Number (FEIN), required before doing business with State of WA 91-6001296	Unified Business Identifier (UBI) required before doing business with State of WA
Contractor Telephone Contact: Tom Croskry, 509-735-6555	Contractor E-Mail Tom.croskry@benton.wa.us
Fax	

WSCJTC Contact Information

Manager of this contract or project. Name and Title. Susan Rogel, Grants and Outreach Manager		
Telephone **206-939-8437**	Fax	E-mail Address **Susan.rogel@cjtc.wa.gov**

Contract Start Date **February 1, 2023**	**Contract End Date** **June 30, 2023**	**Contract Maximum Amount** ***$54,450***
Subcontracting Authorized? Y/N Y	**Travel Expenses Authorized? Y/N** **Y**	

FOR THE WSCJTC:		**FOR THE CONTRACTOR:**
Program Manager Susan Rogel Susan Rogel	Date 11/14/2022	Contractor Business Name (if applicable) Benton County Sheriff's Office
Department Manager Edward Wade Edward Wade	Date 12/6/2022	Date 12/6/2022
Executive Director Monica Alexander Monica Alexander	Date 11/17/2022	Contractor signature Jon Law
WSCJTC Contract Specialist Holly White Holly White	Date 12/8/2022	Print Contractor Name & Title Jon Law, Undersheriff Jon.law@co.benton.wa.us

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Statement of Work.

This contract was won competitively, and contract incorporates by reference the Statement of Work WSCJTC published in the Request for Proposal, which the Contractor's proposal specifically agreed to perform.

Contract reporting and Invoice dates:

1. Due by July 10, 2023. Outcome report for months March, April, May, and June 2023. A19 Invoice and back up documentation needs to accompany this report. In addition, a final report summary that covers the length of the contract and how the services met or did not meet your needs is required.

Outcome Expectations:

1. 3-Day seminar participation – numbers/feedback

2. Level of participation, observations related to personal investment of the agency and likelihood of sustainability.

3. Cultural challenges of the agency and recommendations for overcoming barriers.

4. Training created to be given to every deputy.

5. Components of the Wellness Program adopted by the agency.

Exclusive Agreement. This contract, with its attachments and documents incorporated by reference, contains all of the terms and conditions the parties agreed to. No other contract terms or conditions shall be deemed to exist or bind the parties. The parties signing above confirm they have read and understand this entire Contract and have the authority to enter into this Contract. WSCJTC and the Contractor may amend the contract by mutual written agreement.

Fees and limitations. At any time, WSCJTC may direct the Contractor to suspend work on the contract, pay the Contractor for hours expended before the suspension, and no further payments are due until WSCJTC directs the work to resume. If expenses are allowed, they are charged against the Contract Maximum Amount above. Travel expenses, if authorized, shall never include Contractor's regular commute from home to the work site.

Payment. WSCJTC shall pay the Contractor for performance of the Statement of Work, in response to invoices specifying hours worked or work completed but shall not pay in advance. Payments are made by Electronic Funds Transfer using the bank routing information the Contractor provides.

Industrial Insurance Coverage. WSCJTC will report the Contractor to the Department of Labor and Industries (L&I) as a "non-employee covered worker" and will pay L&I insurance premiums. Any injuries the Contractor suffers in the course of performing this contract are covered by L&I. The Contractor and his/her physician should claim accordingly. If this contract authorizes subcontracting, the Contractor provides L&I coverage for any subcontract workers; WSCJTC and the State assume no liability for them.

Termination. No guarantee of work is made or implied as a result of this Contract: merely signing this contract does not guarantee the Contractor any specific amount of payment. WSCJTC may terminate this Contract by providing

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written notice to the Contractor. Termination shall be effective on the date specified in the termination notice. WSCJTC shall be liable for only authorized services provided on or before the date of termination.

Assignment. The Contractor may not assign this Contract, or its rights or obligations to a third party.

Confidentiality. The Contractor shall not disclose any information WSCJTC designates confidential. This contract and the Contractor's proposal, if any, become the property of the WSCJTC, subject to the Public Records Act RCW 42.56.

Disputes. If a dispute arises under this contract, it shall be resolved by a Dispute Board. The WSCJTC Executive Director and the Contractor shall each appoint a member to the Board. The Executive Director of the WSCJTC and the Contractor shall jointly appoint a third member to the Dispute Board. The Board shall evaluate the dispute and resolve it. The Board's determination shall be final and binding to all parties to this Contract.

Indemnity. Contractor agrees to hold harmless WSCJTC for any claim arising out of performance or failure to perform the contract, without regard to actual or alleged negligence by State employees.

Governing Law. This Contract shall be governed by the laws of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, State of Washington.

Independent Capacity. The parties mutually confirm that the Contractor is an independent contractor, and not an employee or agent of the WSCJTC or the State of Washington. The Contractor shall not claim to be nor portray itself as an employee or agent of WSCJTC or the State of Washington.

Rights in Data. Material created from this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WSCJTC, including but not limited to reports, documents, videos, curricular material, exams or recordings. Such materials are subject to RCW 42.56, the Public Records Act; WSCJTC may disclose such documents in accordance with the PRA.

Severability. If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Contract, and to this end the provisions of this Contract are declared to be severable.

SAFETY and Conduct. While on WSCJTC's premises, the Contractor shall obey all physical, fire or other security regulations communicated to the Contractor by WSCJTC. The Contractor - and its subcontractors and employees if authorized above – shall, during the performance of this contract:

- maintain a professional appearance, grooming and hygiene,
- not engage in conduct which impedes effective training, and
- not possess or come to work under the influence of alcohol or drugs which impair safety and performance, whether legal or illegal.

Operations. To protect the health and safety of the staff and students of the WSCJTC, *contract instructors* are required to submit to infectious disease testing when directed to do so by the WSCJTC. Contractors must report the results to WSCJTC's confidential appointee. *Contract instructors* agree to follow the health and safety protocols put in place by the agency pre and post-test. Should contract instructors not wish to follow operational directives, they will be *immediately* released from their contractual obligation.

Health and Safety. To protect the health and integrity of the organization, *contract instructors* understand that WSCJTC maintains control over its operations and agrees to submit to directions and protocols put in place in order to carry out its mission. Should *contract instructors* not wish to follow operational directives, they will be *immediately* released from their contractual obligation.

Waiver. A failure by the WSCJTC to exercise its rights under this contract shall not preclude WSCJTC from subsequent exercise of such rights and shall not constitute a waiver of any rights under this contract unless stated to be such in writing and signed by an authorized representative of WSCJTC and attached to the original contract.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	2/28/2023
Subject:	Amendment II to Appraisers 2022-2024 CBA
Presenter:	C Nave
Prepared By:	C Nave
Reviewed By:	E Wyant, S Hallstrom

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

Type of Agenda Item:

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

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

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

Summary / Background Information

In the 2022-2024 Appraisers Collective Bargaining Agreement (CBA), holidays are calculated based on an eight-hour work day, though many of the employees in the bargaining unit regularly work a 10-hour work day. On those occasions where a 10-hour work day schedule is implemented, employees must use two hours of vacation to fill their scheduled hours on days when the office is closed for a holiday. The Assessor approached HR with a desire to negotiate an option to allow employees to request a schedule modification on holiday weeks wherein they could request to work the additional two hours during the holiday week on a day other than the holiday, subject to workload and operational need. HR reached out to the union and negotiated the proposed Amendment II to the 2022-2024 Appraisers CBA to allow this flexibility for the Appraisers bargaining unit.

Fiscal Impact

No supplement required.

Recommendation

Recommend the Board of Benton County Commissioners sign the Resolution and Amendment II to the 2022-2024 Agreement between Benton County and Council 2, Local 2658B, representing Appraisers.

Suggested Motion

I move to approve Amendment II to the 2022-2024 Appraisers CBA as presented.

cc: HR, Auditor, Hallstrom, Assessor

Prepared by: C Nave

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AMENDMENT II TO THE 2022-2024 AGREEMENT BETWEEN BENTON COUNTY AND COUNCIL 2, LOCAL 2658B, WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, REPRESENTING APPRAISERS

WHEREAS, negotiators for Benton County have negotiated and reached an agreement with Council 2, Local 2658B, representing Appraisers, for Amendment II to the 2022-2024 Collective Bargaining Agreement; **NOW THEREFORE**,

BE IT RESOLVED, the Benton County Commissioners approve Amendment II to the 2022-2024 Collective Bargaining Agreement between Benton County and Council 2, Local 2658B, Washington State Council of County and City Employees, representing Appraisers as negotiated and are authorized to sign the same; and

BE IT FURTHER RESOLVED, that the amendment is effective on the date of signature, except as otherwise provided, and shall remain in effect until December 31, 2024.

Dated this_____ day of _____, 2023.

_____

Chair of the Board

_____

Commissioner

_____

Commissioner

Constituting the Board of Commissioners

of Benton County, Washington

Attest.....

Clerk of the Board

cc: HR, Auditor, Hallstrom, Assessor

Prepared by: C Nave

AMENDMENT II
to

2022 - 2024 AGREEMENT
Between
BENTON COUNTY
And
COUNCIL 2, LOCAL 2658B

Washington State Council of County and City Employees,
AFSCME, AFL-CIO

Representing APPRAISERS

Benton County (Employer) and WSCCCE, AFSCME, AFL-CIO, Local 2658B, Council 2, (Union), hereby agree to amend the Collective Bargaining Agreement (CBA) in effect from January 1, 2022, through December 31, 2024, as follows:

1. Article 10 is hereby amended to read:

10.1 The following are paid holidays:

New Year's Day	January 1st
Martin Luther King Jr.'s Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Friday after Thanksgiving	
Christmas Eve Day	December 24th
Christmas Day	December 25th

Employees will be paid eight (8) hours for each Holiday listed and may only be taken in full. An employee will not receive holiday pay if the employee is absent on their last scheduled work day prior to or the first scheduled work day following the holiday if the absence is without pay due to insufficient accrued paid leave or if the employee is on a leave of absence without pay.

10.2 In addition, each employee shall be entitled to one (1) eight (8) hour floating holiday per year after six (6) months of employment. In order for an employee to use the floating holiday, the employee must give the Employer sufficient notice so that the Employer can properly plan for continuity of service. The floating holiday may be taken only in full.

10.3 If a holiday falls on a Saturday, it will be observed on the preceding Friday. If a holiday falls on a Sunday, it will be observed on the following Monday.

10.4 All work performed on a holiday (or, when the holiday falls on a Saturday or Sunday, on the observed day) shall be compensated at the rate of one and one-half (1.5) times the employee's hourly rate, in addition to eight (8) hours of holiday pay. There is not pyramiding of overtime and time and one-half (1.5x) holiday pay.

10.5 Whenever a holiday falls within a vacation period, or during a period when an employee is on sick leave or vacation will not be charged for such holiday.

10.6 In the event the Employer implements a four (4) day work week of ten (10) hour work days, a week during which a holiday falls will revert to a five (5) day work week of eight (8) hour days or as a unit, the Employees can elect to stay on the four (4) day work week and supplement vacation leave for that days' holiday. If the employee does not have sufficient vacation leave available, or is a probationary employee, the employee will be required to supplement with leave without pay. An employee may request to modify their schedule for any holiday week to work the additional two hours on a day other than the holiday, instead of supplementing with vacation leave. Schedule modification is subject to operational need and supervisor approval.

2. No other language in the CBA is amended or intended to be changed or modified.

3. This Amendment is effective the date of the last signature affixed to this Amendment.

[THIS SECTION LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly constituted and legal representatives as follows:

BENTON COUNTY ASSESSOR

William Spencer

Date: 2/16/2023

WSCCCE, AFSCME, AFL/CIO
Local 2658, COUNCIL 2

Laura Hanson, Area Representative

Date: 2-14-2023

BOARD OF BENTON COUNTY COMMISSIONERS

Chair

Member

Member

Attest:

Clerk to the Board

Date: _____

Approved as to form:

Stephen Hallstrom
Deputy Prosecuting Attorney

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 28, 2023
Subject:	Crediting M Christen Total Years of Service for Vacation Accrual
Presenter:	C Nave
Prepared By:	C Nave
Reviewed By:	E Wyant, J Hoover

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

Mary Christen began employment with Benton County on September 25, 2000. In 2020, she had a brief break in service from June 11, 2020-June 30, 2020 (totaling 20 calendar days and 14 working days). In accordance with County policy, Mary's vacation hours were cashed out on June 30, 2020 and when she was rehired on July 1, 2020, her years of service for the purposes of vacation accruals were reset to zero. She is currently accruing 10 hours of vacation per month in accordance with the accrual schedule for a non-bargaining employee with 1-5 years of County service. We are requesting the Board approve a resolution giving Mary credit for the nearly 20 years of service she gave to the County from September 25, 2000 to June 10, 2020, allowing her to earn vacation at a rate appropriate for her actual years of service to the County.

Fiscal Impact

No direct fiscal impact. Employee will accrue 8 additional hours of vacation per month going forward, in accordance with the vacation accrual schedule.

Recommendation

County Administration and HR recommend the Board of Benton County Commissioners sign the Resolution approving the total years of service for Mary Christen's vacation accrual.

Suggested Motion

I move to approve the resolution crediting Mary Christen's total years of Benton County service for the purposes of vacation accrual.

cc: HR, Auditor, Risk Management

Prepared by: C Nave

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF CREDITING MARY CHRISTEN WITH TOTAL YEARS OF BENTON COUNTY SERVICE FOR THE PURPOSES OF VACATION ACCRUAL

WHEREAS, Mary Christen began employment with Benton County on September 25, 2000; and

WHEREAS, in June 2020, Mary Christen had a break in Benton County service of 20 calendar days; and

WHEREAS, due to the break in service, Mary Christen's total years of service for the purposes of vacation accrual calculation started at zero on July 1, 2020; and

WHEREAS, the Board of Benton County Commissioners desires to credit Mary Christen with her total years of Benton County service for the purposes of vacation accrual; **NOW, THEREFORE**

BE IT RESOLVED, that Mary Christen's hire date for the purposes of vacation accruals shall be October 16, 2020.

Dated this ____ day of _____, 2023.

_____

Chair of the Board

_____

Chair Pro Tem

_____

Commissioner

Constituting the Board of Commissioners

of Benton County, Washington

Attest.....

Clerk of the Board

cc: HR, Auditor, Risk Management

Prepared by: C Nave

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	2/28/2023
Subject:	Creation of Chaplain Position Classification and Salary Placement
Presenter:	R. Guerrero
Prepared By:	
Reviewed By:	E. Wyant; Chief Guerrero

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

Tri-Cities Chaplaincy, the current provider of chaplain services in the jail has proposed a substantial increase to our contract for chaplain services. HR was consulted to assist in drafting a job description and conducting a compensation analysis for the position.

Following that analysis from HR, a cost analysis was conducted to determine whether it would be more cost effective for the County to employ a chaplain, compared to continuing to contract out those services. That analysis determined that it would in fact be more cost effective to employ a chaplain in the jail.

Fiscal Impact

Requested action is budget neutral and will likely result in budget savings of $129,000.00 due to increased costs from our current provider.

Fund – Inmate Benevolence Fund - 1160

Recommendation

Recommend the Board of Benton County Commissioners approve the attached Resolution creating the Chaplain classification and salary placement as a Benton County Employees Non-Bargaining Grade 17.

Suggested Motion

I move to approve the Chaplain classification description and salary schedule placement as presented.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF CREATING THE JOB CLASSIFICATION AND ESTABLISHING THE SALARY GRADE FOR THE CHAPLAIN IN CORRECTIONS

WHEREAS, the Human Resources Department worked with the Chief of Corrections to create the classification description of the Chaplain position; and

WHEREAS, it is recommended that the Chaplain position be placed at a Grade 17 on the Benton County Employees Non-Bargaining Salary Schedule; **NOW THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners hereby approves the attached Chaplain classification description; and

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners hereby approves the placement of the Chaplain position on the Benton County Employees Non-Bargaining Salary Schedule at Grade 17; and

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners retains the right to modify or repeal this determination at their discretion and without prior notification; and

BE IT FURTHER RESOLVED, this Resolution is not intended, nor shall it be interpreted as limiting or compromising the County's "at will" employer status.

Dated this_____ day of _____, 2023.

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Commissioner

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....
Clerk of the Board

Orig: HR
cc: Auditor; BCCD

Prepared by: E. Wyant

TITLE: Chaplain

DEPARTMENT: Corrections

REPORTS TO: Administrative Lieutenant

FLSA: Non- Exempt

SUMMARY:

The Chaplain administers and directs special programs and volunteer services to support the spiritual and emotional health needs of inmates in the Benton County Jail. This may include both faith-based and secular programming. The Chaplain also ensures that religious freedoms granted to all persons under the 1st Amendment, and further guaranteed to inmates by the Religious Land and Use Institutionalized Persons Act (RLUIPA), are respected. To this end, the Chaplain serves as both an advisor to correctional administrators and liaison between the inmates and religious leaders, to ensure that the department can continue to provide safety and security for all without unduly hindering the inmates' rights to religious freedom.

EXAMPLES OF JOB DUTIES:

(Duties listed are illustrative and not intended as an exhaustive listing. This classification specification reflects the general concept and intent of the position and should not be construed as a detailed statement of all the requirement that may be inherent in the position.)

Meets with inmates to provide emotional or spiritual support and/or guidance as requested by the inmate – respecting all religious traditions and strictly avoiding discrimination or proselytizing.

Provides pastoral care to inmates and staff dealing with spiritual or emotion crisis. This may be done individually or in groups depending on the need and nature of the situation.

Coordinates with corrections staff, medical personnel and mental health staff as needed to respond to the needs of inmates in crisis.

Facilitates groups relevant to incarcerated individuals. Examples might include chemical dependency, recovery, cognitive behavioral therapy, moral recognition therapy, domestic violence prevention.

Communicate as needed with family members or other care providers to assist inmates in planning for release from custody. This may also include assisting inmates with completing applications for community-based resources if needed.

Communicate with religious leaders in the community as needed to understand the inmates needs for religious practice and obtain resources to facilitate those practices while respecting the safety and security of the facility.

Train and supervise volunteers providing religious and other supportive services to inmates.

Work as a collaborative team member with chaplain colleagues, County staff, County contracted staff, and community members in order to deliver spiritual care and re-entry support to inmates.

Pursues self-development and continuing personal development of skills and knowledge by attending ongoing educational workshops, reviewing professional publications, and establishing personal networks.

KNOWLEDGE, SKILLS, AND ABILITIES:

Proficient knowledge of modern principles, methods, and practices as it relates to area of assignment.

Proficient knowledge of a wide variety of religious practices and ability to apply that knowledge within a correctional environment.

General knowledge of, and ability to become proficient in, the application of RLUIPA in a county jail setting.

Proficient problem-solving skills to resolve issues or problems by analyzing issues, identifying alternative solutions, projecting consequences of proposed actions, and communicating and/or implementing recommendations in support of department the department mission in compliance with RLUIPA.

Proficient time management and mental and physical organization skills that support the ability to focus, have clarity, and use strategy to fulfill a variety of tasks successfully.

Proficient Skills in Microsoft Office Suite, using the internet for research and the ability to learn and develop proficient skills in corrections department software.

Ability to exercise a high degree of independent judgment and discretion and maintain the confidentiality of sensitive and confidential information.

Ability to write and speak clearly and concisely and to express ideas and recommendations effectively, orally, and in writing.

Ability and willingness to establish and maintain communication and working relationships with peers, representatives from other agencies, vendors, public officials, and the general public using courtesy, tact, and good judgment.

Ability to effectively present information, findings, proposals, training, or other information to a variety of audiences by clearly articulating, engaging the audience, assessing the needs of the audience, and using appropriate materials to help audience understand the message.

Ability to identify and take advantage of opportunities, organize, and prioritize several ongoing and frequently changing assignments in a dynamic and sometimes hazardous environment.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Work may be performed in the following environmental conditions:
  - constantly: shifting between an office environment, and jail environment
  - occasionally: near moving mechanical parts, outdoor weather conditions, and near dirt, dust, and shavings, exposed to other environmental conditions when interacting with employees who work in those conditions.
- The noise level in the general work environment is moderate as in a standard business office but may be high during emergencies or disruptions in the facility.
- This position requires face-to-face interaction with incarcerated individuals in one-on-one and group settings in a jail environment.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The person in this position must be able to

- spend the following amount of time in an activity:
  - constantly**:** talk or hear and use hands, fingers to handle or feel, or operate equipment or tools,
  - frequently**:** stand, walk, or sit for extended periods of time; climb, pull, push or balance, and
  - occasionally**:** stoop, kneel, crouch, or crawl; reach with hands and arms.

- carry or transport items:
  - frequently: up to 10 pounds, and
  - occasionally: between 11 and 50 pounds.
- have close vision (1- 20 inches) and have the ability to adjust focus.

SPECIAL CONSIDERATIONS

- May be required to travel occasionally within the local community, region, and across the state for meetings, requiring an overnight stay.
- This position requires face-to-face interaction with incarcerated individuals in one-on-one and group settings in a jail environment. Safety of staff is of paramount importance but cannot be guaranteed.

EDUCATION AND EXPERIENCE:

Master's Degree in religious studies, theology, divinity, or any other related human services field.

Two years of experience working full-time as a chaplain. Experience with incarcerated individuals in a county jail or state prison environment is preferred.

Experience working as a chemical dependency professional is preferred.

Demonstrated experience working collaboratively with public administration, government agencies, and community organizations.

Or any combination of education and experience which would provide the applicant with the desired knowledge, skills, and abilities required to perform the job.

LICENSES, CERTIFICATES, & OTHER REQUIREMENTS:

Employment at Benton County is contingent upon the results of a background check and eligibility for coverage by the County's liability insurance carrier. Depending upon the position, background checks may include personal and professional references, social security verification, education and professional licensing verification, financial history, and criminal history.

Completion of a minimum of 4 units of Clinical Pastoral Education (CPE).

Valid Washington State driver's license if driving a vehicle for County business.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN INMATE BENEVOLENCE FUND NUMBER 1160, DEPARTMENT NUMBER 000.

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

_____
Commissioner

_____
Commissioner

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

Cindi Kane

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: | Dept Nbr: 000

Fund Name: Inmate Benevolence | Fund Nbr: 1160

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
5236000	51956	Corrections Pastoral Counselor	$62,400
5236000	51957	Corrections Pastoral Counselor	$62,400
5236000	54102	Contract Services	$66,730
TOTAL			$191,530

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
5236000	51956	Chaplain	$141,000
5236000	52102	Social Security	$1,400
5236000	52103	Medical Insurance	$34,080
5236000	52104	Retirement	$15,000
5236000	52119	Paid Family Leave	$50
TOTAL			$191,530

Explanation:

2023 Budget request. Request is budget neutral. Corrections presently has 2 part-time Corrections Pastoral Counselors, Positions 1956 & 1957. Position 1956 Corrections Pastoral Counselor, Partime Non Barg increases to a full-time Chaplain, Grade 17 Non-Barg. Position 1957 Corrections Pastoral Counselor ends and is not funded. Effective 4/1/2023.

Prepared by: Cindi Kane | Date: 09-Feb-2023

Approved ❑ | Denied ❑ | Date: _____

_____
Chairman

_____
Commissioner

_____
Commissioner

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 28, 2023
Subject:	Community Development Department -Reorganization- Planning and Building Divisions
Presenter	E. Wyant; G. Wendt
Prepared By:	G. Wendt
Reviewed By:	J. MacPherson and G. 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

**The following reallocation of resources are budget neutral and/or a cost savings to the County.

The Community Development Department includes both the General Fund Dept 116 (Planning) and the Protective Inspection Fund 1490 (Building). Both the Planning and Building Divisions are continually evaluating staffing demands and work assignments to ensure the County is providing a high level of customer service to the public. This winter, to efficiently meet staffing and work-load demands, the Building Division moved to no longer fill its full-time fire marshal position and reallocate its duties to existing staff members.

This reduction provides a cost savings or is budget neutral to both the General Fund and the Protection Inspection Fund. As part of the Community Development Department reorganization, the following is proposed.

1. Establish a new job description series for the full time Building Inspector I, II, and III position that also includes a one-step pay upgrade for the designated inspector that obtains the appropriate fire marshal certifications and is designated the County Fire Marshal.

   The reorganization includes filling the building inspector positions with existing staff depending on qualifications and experience.

2. Re-establish the Senior Planner and Assistant Planning Manager positions in the Planning Division.

   The reorganization includes filling the Senior Planner position with existing staff and re-establishing an Assistant Planning Manager at a Grade 5 on the Administrators Salary Schedule.

This reorganization enhances both Planning and Building Division operations and creates staff flexibility throughout the Department. The proposal allows employee growth within the Department and assists with employee retainment at the County.

The reorganization provides a cost savings to both the County's General Fund and the Building Division's Protective Inspection Services Budget. Additionally, the reallocation of staff is consistent with County Resolution 2019-753 Budget Policies and Procedures for the Protective Inspection Services Fund.

Fiscal Impact

The reorganization will be a cost savings to Current Expense (General Fund Dept 116-Planning) and the Building Division's Protective Inspection Fund 1490.

Recommendation

Recommend the Board of Benton County Commissioners sign four (4) resolutions and (2) line-item transfers related to the reorganization of the Planning and Building Divisions.

Suggested Motion

1. I move to approve the Building Division's Resolution establishing the Building Inspector Position Series Job Classification, affirming the salary scale for each building inspector position, and establishing the compensation for the fire marshal duties.
2. I move to approve the Planning Division's Resolution reclassifying the Principal Planner position to an Assistant Planning Manager job classification and re-establishing the salary grade for the Assistant Planning Manager.
3. I move to approve the Line-Item Transfer for Protective Inspection Services, Fund 1490, as presented.
4. I move to approve the Line-Item Transfer for the General Fund, 0010, Planning Department 116, as presented.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF ESTABLISHING THE BUILDING INSPECTOR POSITION SERIES JOB CLASSIFICATION, AFFIRMING THE SALARY GRADE FOR EACH BUILDING INSPECTOR POSITION, AND ESTABLISHING THE COMPENSATION FOR THE FIRE MARSHAL DUTIES IN THE COMMUNITY DEVELOPMENT DEPARTMENT

WHEREAS, the Director of Community Development and the Building Manager in an effort to enhance operations is requesting to incorporate the job duties of the Fire Marshal position into the Building Inspector job classifications; and

WHEREAS, the Human Resources Department worked with the Director of Community Development and the Building Division to create the position series classification description for the Building Inspector positions which incorporates those Fire Marshal duties; and

WHEREAS, it is recommended that the Building Inspector positions remain at their current pay grades but that any employee performing the duties of the Fire Marshal be placed one pay grade higher; **NOW THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners hereby approves the attached Building Inspector position series classification description; and

BE IT FURTHER RESOLVED that the Board of Benton County Commissioners hereby authorizes an employee assigned as a building inspector to be paid one pay grade higher while performing the duties of the Fire Marshal; and

BE IT FURTHER RESOLVED that the Board of Benton County Commissioners hereby affirms the placement of the Building Inspector I position on the Benton County Employees Non-Bargaining Salary Schedule at Grade 11; and

BE IT FURTHER RESOLVED that the Board of Benton County Commissioners hereby affirms the placement of the Building Inspector II position on the Benton County Employees Non-Bargaining Salary Schedule at Grade 13; and

BE IT FURTHER RESOLVED that the Board of Benton County Commissioners hereby affirms the placement of the Building Inspector III position on the Benton County Employees Non-Bargaining Salary Schedule at Grade 15; and

BE IT FURTHER RESOLVED that the Board of Benton County Commissioners retains the right to modify or repeal this determination at their discretion and without prior notification; and

cc: HR, Auditor

Prepared by: E. Wyant

BE IT FURTHER RESOLVED that this Resolution is not intended nor shall be interpreted as limiting or compromising the County's "at will" employer status.

Dated this_____ day of _____, 2023.

_____

Chairman of the Board

_____

Commissioner

_____

Commissioner

Attest.....

Clerk of the Board

Constituting the Board of Commissioners

of Benton County, Washington

cc: HR, Auditor

Prepared by: E. Wyant

TITLE: Building Inspector I, II, III

DEPARTMENT: Community Development- Building Division

REPORTS TO: Building Manager

FLSA: Non-Exempt

SUMMARY:

This position is responsible for the inspection of residential, commercial, or industrial plans and specifications for code compliance with regulations, assists in maintaining inspection requests, records and filing, tracks permits during processing and issuance, and assists the public with permit procedures.

Any position in this series may be designed as the Fire Marshal, at which point the employee will be moved up one pay grade to reflect those duties being performed. The Fire Marshal is responsible for inspection of specifications for code compliance with fire codes, including the enforcement of various state and local fire codes, fireworks laws, and fire prevention statues.

EXAMPLES OF JOB DUTIES:
(Duties listed are illustrative and not intended as an exhaustive listing. This classification specification reflects the general concept and intent of the position and should not be construed as a detailed statement of all the requirement that may be inherent in the position.)

Building Inspector I:

Examines building and mobile home permit applications to verify that all standards required by the County are met including zoning, Uniform building, and energy codes.

Reviews plans for minor building alterations and accessory structures. Notifies contractors or property owners of corrections required.

Inspects, approves, or disapproves each stage of residential and mobile home placement, alteration, or repair.

Issues correction notices. Prepares evidence, documentation, photos, and other information in the event of legal action.

Building Inspector II:

Examines building and mobile home permit applications to verify that all standards required by the County are met including zoning, Uniform building, plumbing, mechanical, and energy codes.

Reviews residential and commercial construction plans and property restrictions prior to permit issuance. Notifies contractors or property owners of corrections required, issues building and mobile home permits and Certificates of Occupancy.

Inspects, approves, or disapproves each stage of residential, commercial, and mobile home placement, alteration, or repair. Assures compliance with applicable building, plumbing, and mechanical codes.

Writes correction notices and issues stop work notices for noncompliance. Prepares evidence, documentation, photos, and other information in the event of legal action.

Participates in the development of policies regarding building code enforcement, code changes and updates.

Building Inspector III:

Inspects, approves, or disapproves each stage of residential, commercial, industrial, and mobile home placement, alteration, or repair. Assures compliance with applicable building, plumbing, and mechanical codes.

Research's questions posed by owners/contractors during construction and provides them with thorough and timely responses.

Writes correction notices and issues stop work notices for noncompliance. Prepares evidence, documentation, photos, and other information in the event of legal action.

Completes plan reviews on projects as needed to keep up with the fluctuation of building permit activity.

Participates in the development of policies regarding building code enforcement, code changes and updates.

Participates in the permitting procedures, including but not limited to receiving, tracking, processing, issuing, and maintaining the associated records.

Fire Marshal:

Performs inspections of public, commercial, and industrial buildings for compliance with applicable fire code requirements, including annual life, safety inspections for commercial structures and fire educational programs. Provides information to and educates businesses and the public regarding the Uniform Fire Code.

Investigates fire code violations and acts when violations are found, including initiating correspondence concerning violations; writes correction notices; and issues appropriate notices for non-compliance. Performs repeat inspections to assume that recommended corrections have been completed.

Enforces various state and local fire codes, fireworks laws and fire prevention statutes.

Reviews and approves plans submitted for new building construction, subdivisions/short plats, and conducts on-site fire inspections and approvals throughout the development process to assure compliance with the uniform fire code.

All Positions:

Provides information to contractors and the public regarding building codes, regulations, and policies, and zoning codes and ordinances. Interprets codes as necessary.

Maintains records management systems including files, lists, logs, and other recordkeeping systems adhering to current department and County policies and practices.

Participates in the permitting procedures, including but not limited to receiving, tracking, processing, issuing, and maintaining the associated records.

Pursues self-development and continuing personal development of skills and knowledge by attending ongoing educational workshops, reviewing professional publications, and establishing personal networks.

KNOWLEDGE, SKILLS, AND ABILITIES:

Proficient knowledge of modern principles, methods, and practices as it relates to area(s) of assignment *(General knowledge for Building Inspector I)*.

Proficient knowledge of Benton County business and financial acumen and the application and interpretation of Benton County policies and procedures and federal, state, and local rules, laws, regulations, legislation, codes, and ordinances as they relate to area(s) of assignment. *(General knowledge for Building Inspector I)*.

Proficient troubleshooting skills to resolve issues or problems by analyzing trends and problems, identifying alternative solutions, interpreting compliance documentation, projecting consequences of proposed actions, and communicating and/or implementing recommendations in support of goals and maintaining compliance. *(General knowledge for Building Inspector I)*.

Proficient time management and mental and physical organization skills that support the ability to focus, have clarity, and use strategy to fulfill a variety of tasks successfully. *(General skills for Building Inspector I)*.

Proficient skills in Microsoft Office Suite, the internet for research and the ability learn and develop proficient skills in the County-wide and department enterprise resource planning software. *(General skills for Building Inspector I)*.

Ability to exercise a high degree of independent judgment and discretion and maintain the confidentiality of sensitive and confidential information.

Ability to write and speak clearly and concisely and to express ideas and recommendations effectively, orally, and in writing.

Ability and willingness to establish and maintain communication and working relationships with peers, representatives from other agencies, vendors, public officials, and the general public using courtesy, tact, and good judgment.

Ability to effectively present information, findings, proposals, training, or other information to a variety of audiences by clearly articulating, engaging the audience, assessing the needs of the audience, and using appropriate materials to help audience understand the message.

Ability to identify and take advantage of opportunities, organize and prioritize several ongoing and frequently changing assignments to meet deadlines.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Work may be performed in the following environmental conditions:
  - constantly: in an office environment, or in outdoor weather conditions, and near dirt, dust, grease, and oil when performing field work.
- The noise level in the general work environment is that of a standard office environment when working in the office, and the noise level can vary when working out in the field depending on the environment.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The person in this position must be able to

- spend the following amount of time in an activity:
  - constantly**:** talk or hear and use hands, fingers to handle or feel, or operate equipment or tools,
  - frequently**:** stand, walk, or sit for extended periods of time; climb, pull, push or balance, and
  - occasionally**:** stoop, kneel, crouch, or crawl; reach with hands and arms.
- carry or transport items:
  - frequently: between 11 and 50 pounds, and
  - occasionally: between 50 and 75 pounds.
- have close vision (1- 20 inches) and have the ability to adjust focus.

SPECIAL CONSIDERATIONS:

- May be required to travel occasionally within the local community, region, and across the state for meetings, requiring an overnight stay.

EDUCATION AND EXPERIENCE:

High School Diploma or G.E.D.; and experience as a Building Inspector or Fire Marshal with a public agency *(two years for Building Inspector II, and five years for Building Inspector III),* or any combination of education and experience which would provide the applicant with the desired skills, knowledge, and ability required to perform the job.

LICENSES, CERTIFICATES & OTHER REQUIREMENTS

Employment at Benton County is contingent upon the results of a background check and eligibility for coverage by the County's liability insurance carrier. Depending upon the position, background checks may include personal and professional references, social security verification, education and professional licensing verification, financial history, and criminal history.

Valid Washington State driver's license.

ICC Certifications, or ability to obtain within six months of employment.

- One main certification for Building Inspector I
- Two main certifications for Building Inspector II
- Two main and two accessory certifications for Building Inspector III

IFC certification, or ability to obtain within six months if assigned as the Fire Marshal.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF RECLASSIFYING THE PRINCIPAL PLANNER POSITION TO AN ASSISTANT PLANNING MANAGER JOB CLASSIFICATION AND ESTABLISHING THE SALARY GRADE FOR THE ASSISTANT PLANNING MANAGER POSITION IN THE COMMUNITY DEVELOPMENT DEPARTMENT

WHEREAS, the Director of Community Development and the Planning Manager in an effort to enhance operations is requesting to reclassify the Principal Planner position to an Assistant Planning Manager; and

WHEREAS, the Human Resources Department worked with the Director of Community Development and the Planning Division to review the classification description of the Assistant Planning Manager position; and

WHEREAS, it is recommended that the Assistant Planning Manager position be placed at a Grade 5 on the Benton County Admin/Managers Salary Schedule; **NOW THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners hereby approves the reclassification of the Principal Planner position to an Assistant Planning Manager; and

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners hereby approves the attached Assistant Planning Manager classification description; and

BE IT FURTHER RESOLVED that the Board of Benton County Commissioners hereby approves the placement of the Assistant Planning Manager position on the Benton County Admin/Managers Salary Schedule at Grade 5; and

BE IT FURTHER RESOLVED that the Board of Benton County Commissioners retains the right to modify or repeal this determination at their discretion and without prior notification; and

BE IT FURTHER RESOLVED that this Resolution is not intended nor shall be interpreted as limiting or compromising the County's "at will" employer status.

Dated this 28th day of February 2023.

_____
Chairman of the Board

_____
Commissioner

_____
Commissioner

Attest.....
Clerk of the Board

Constituting the Board of Commissioners
of Benton County, Washington

cc: HR, Auditor, Planning, Building

Prepared by: E. Wyant

TITLE: Assistant Planning Manager

DEPARTMENT: Planning Department

REPORTS TO: Planning Manager

SUMMARY:

Responsible supervising planning work associated with both current and long range planning, review permit applications, writing grants, and working with community groups and other organizations. Responsible for reviewing a variety of planning documents and community projects, to ensure conformance with applicable regulations. Assists builders, developers, citizens, and other interested parties with questions and concerns; advises the public on planning issues. Responsible for preparing reports for various Federal, State and local agencies by gathering, editing and disseminating information. Coordinates long range and current comprehensive plan update work, conduct other current and long range planning activities, prepares environmental reviews and impact statements, prepare and review environmental checklists for adequacy and determination under the State Environmental Policy Act and prepare and facilitate grant applications as needed. Work is performed under deadlines and requires attendance and often presentations at public meetings and hearings, many of which are held in the evening hours.

EXAMPLES OF JOB DUTIES: (Any one position may not include all of the duties listed nor do the listed examples include all tasks which may be found in positions of this class.)

Supervise the work of the Senior and Associate Planners.

Supervise the Planning Department during the absence of the Planning Manager.

Research, interpret, evaluate and apply a wide variety of complex inter-related data, policies, laws, codes, and legislation relate to Department work assignments.

Collects, collate, review and evaluate base data in preparation for development of comprehensive plans for the unincorporated areas of Benton County.

Coordinates and conducts meetings and review sessions with representatives of various state agencies and reference to the preparation and adoption of long range planning aspects with reference to the Growth Management Act.

Establish and maintain effective interpersonal working relationships with County and other public and private officials at all organizational levels, including supervisors, peers, co-workers, subordinates, citizen and trade groups, the media and the general public.

Prepares, coordinates and oversees pilot projects and studies involving consulting firms and other agencies in completion of the long range planning requirements.

Prepares draft of final text and maps for various planning and environmental projects.

Prepares and coordinates grant projects as required by the Planning Manager for specific projects and ongoing projects of county interest.

Provide technical and planning assistance to customers, review applications to ensure compliance with permit application process. Respond to customer inquiries regarding planning process, zoning, timetables, and related rules, regulations and/or policies.

Interpret and apply applicable state and county codes, ordinances and regulations.

Prepare updates to the Comprehensive Plan and land development regulations.

Prepare updates to the shoreline master plan and shoreline regulations.

Prepare updates to the comprehensive flood hazard management plan.

Conducts review of various development applications including plats, permits, site plans, variance requests, and rezoning.

Writes and presents formal and technical reports, working papers, and correspondence.

Writes, or assists in writing, a variety of ordinances and regulations relating to development controls.

Receive defined assignments and assist in problem identifications, research, data gathering, prepare graphics, and staff reports.

Coordinates and conducts meetings and review sessions with representatives from related agencies.

Support the Planning Manager on various projects and special studies by assisting with research, public involvement, and drafting documents; utilize Geographic Information System and general research/analysis skills to accomplish these tasks.

Prepare reviews and analyzes environmental documents and checklists with reference to completeness and for the purpose of recommendations to the SEPA responsible official for potential determinations and requirements for environmental impact statements.

Prepares, reviews, comments and coordinates environmental reviews for county environmental impact statements or impact statements required by the county for specific projects proposed by other public agencies or private individuals.

Performs other related duties as assigned.

WORKING CONDITIONS:

Work is performed in an office and/or field environment with occasional exposure to irate customers and citizen groups. May require: travel for data gathering, site inspection and analysis; and attendance at night meetings. Requires climbing, reaching, standing,

stooping, walking on sometimes-uneven terrain, lifting and carrying objects, pushing/pulling objects; grasping, talking, hearing, seeing and repetitive motions.

KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of computer hardware and software programs, which may include Microsoft Office, Internet applications, econometric or transportation modeling, database management, or GIS.

Knowledge of principles, practices and techniques used in land use planning.

Knowledge of local, state and federal laws relating to land use planning and environmental issues.

Knowledge to read and interpret technical data, legal descriptions, maps and aerial photos.

Knowledge of principles of site impact analysis for development projects.

Knowledge of principles of geography, geomorphology and natural systems functions.

Knowledge of legal descriptions, cartography and GIS systems.

Ability to research, analyze and interpret data collected in the field and changes in planning related laws.

Ability to read and interpret maps, photographs and legal descriptions.

Ability to establish and maintain an effective working relationship with other employees and the general public.

Ability to prepare comprehensive reports, materials and maps.

Ability to operate standard office equipment and related software such as computer, word processor, calculator, photocopier, basic office equipment, public address system, and audio-visual equipment.

Ability to communicate effectively, both orally and in writing, with all levels of government individuals and groups regarding complex or sensitive issues or regulations.

Ability to review plans and apply provisions of the ordinances and codes to determine compliance with such regulations and to apply regulations to field conditions.

Ability to work on several projects or issues simultaneously.

Ability to work independently or in a team environment as needed.

Ability to attend to details while keeping big-picture goals in mind.

Ability to analyze environmental and land use information in order to identify options develops mitigation strategies, resolve problems, apply solutions, guidelines and policy to field problems and other work assignments.

Ability to apply basic math, algebra and statistics in researching, gathering, organizing and analyzing data from a variety of sources; maintaining files.

Ability to prepare and present at a public hearing.

EDUCATION AND WORK EXPERIENCE:

Bachelor's Degree in urban and regional planning, geography, environmental studies, natural resource management or closely related field and four years of planning experience. A Master's Degree may substitute for two year of experience. At least two years of experience must be at the Senior Planner level.

Any combination of education and experience, which would provide the applicant with the desired skills, knowledge and ability required to perform the job, may be substituted for the degree. However, they must have at least ten years of planning experience in a city, county or regional planning agency.

LICENSES, CERTIFICATES & OTHER REQUIREMENTS:

Valid Washington State Driver's License.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN PROTECTIVE INSPECTION SERVICES FUND NUMBER 1490, DEPARTMENT NUMBER 000.

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

_____
Commissioner

_____
Commissioner

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: | Dept Nbr: 000

Fund Name: Protective Inspection Services | Fund Nbr: 1490

TRANSFER FROM: | TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
5242000	51197	Building Inspector II	$130,056	5242000	51197	Building Inspector III	$142,230
5242000	51200	Building Inspector I	$104,815	5242000	51200	Building Inspector II	$114,760
5242000	51204	Building Inspector I	$100,970	5242000	51204	Building Inspector II	$120,460
5242000	51528	Fire Marshall	$153,089	5242000	51276	Building Inspector I	$111,480
TOTAL			$488,930	TOTAL			$488,930

Explanation:

2023 Reorganization of Protective Inspection Services (Building). The Reorganization is budget neutral. Position 1197 Building Inspector II, Grade 13 Non Barg increases to Building Inspector III Grade 15 Non Barg; Position 1200 Building Inspector I, Grade 11 Non-Barg increases to Building Inspector II, Grade 13 Non Barg; Position 1204 Building Inspector I, Grade 11 Non Barg increases to Building Inspector II, Grade 14 Non Barg. Building Inspector II positions are Grade 13, but position 1204 will have the additional Fire Marshal responsibilities which qualify the position for Grade 14 Non Barg per new job description & classification. Position 1528 Fire Marshal, Grade 5 Admin scale will end. New Position 1276 will add Building Inspector I, Grade 11, Non Barg. Effective 3/1/2023.

Prepared by: Linda Ivey | Date: 07-Feb-2023

Approved ❑ | Denied ❑ | Date: _____

_____
Chairman

_____
Commissioner

_____
Commissioner

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN GENERAL FUND FUND NUMBER 0010, DEPARTMENT NUMBER 115 TO 116.

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

_____
Commissioner

_____
Commissioner

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 Planning Dept Nbr: 115 to 116

Fund Name: General Fund Fund Nbr: 0010

TRANSFER FROM: 115 & 116 TRANSFER TO: 116

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
Dept 115				5586000	51248	Senior Planner	$133,340
5971000	50023	T/O to Protective Inspection Services	$34,844	5586000	51327	Assistant Planning Manager	$168,212
				5586000	52102	Social Security	$2,300
Dept 116				5586000	52103	Retirement	$3,000
55586000	51248	Associate Planner	$122,851				
5586000	51327	Principal Planner	$149,157				
TOTAL			$306,852	TOTAL			$306,852

Explanation:

2023 Reorganization of Planning Department 116. The Reorganization is budget neutral. Effective 3/1/2023. In Department 115:The balance of the transfer out to Protective Inspection (Building) is no longer needed due to reorganization of Protective Inspection, Fund 1490 and the change in delegation of the Fire Marshal duties. Non-Departmental Department 115, for Planning, pays a portion (25%) of the Fire Marshal wages in Protective Inspection, Fund 1490 which will be reduced with the reorganization. In Department 116: Position 1248 Associate Planner, Grade 13 Non Barg increases to Senior Planner, Grade 16 Non Barg; Position 1327 Principal Planner, Grade18 Non Barg increases to Assistant Planning Manager, Grade 5 Adminstrators salary schedule.

Prepared by: Linda Ivey Date: 08-Feb-2023

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Commissioner

_____
Commissioner