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, May 2, 2023 9:00 AM
Benton County Administration Building, Kennewick, 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: April 25, 2023

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

Commissioners
- a. Interagency Agreement w/WSU Extension for Outreach Services

Human Resources
- b. Amendment I to Employment Agreement w/Michael Vander Sys

Human Services
- c. First Amended Agreement w/Goodwill Industries of the Columbia for Eviction Rent Assistance Program 2
- d. Contract w/Jennifer Dorsett for Technical Assistance to Substance Abuse Coalitions

Information Technology
- e. Purchase of three 12-Month CaseGuard Studio Licenses From FinalCover for Prosecuting Attorney's Office

Juvenile
- f. Contract w/Somerset Counseling Center for Outpatient Chemical Dependency Treatment Services
- g. Contract w/Tradeservices Northwest dba Mr. Rooter Plumbing for Plumbing Maintenance & Repair
- h. Line Item Transfer, Fund No. 1150, Department 172 for Capital Outlay Costs

Office of Public Defense
- i. Early Termination of District Court Public Defense Services Agreement w/Adrienne Farabee

Public Works
- j. Approval of Construction Plans for Plymouth Industrial Road Widening

Purchasing

k. Payment Authorization to Vital Records Control for Storage of County Records

Scheduled Business

Second Amendment to Land Use Agreement w/WA State Department of Fish & Wildlife ~ A Fyall

Targeted Urban Area Property Tax Exemption Discussion ~ A Fyall

Memorandum of Understanding & Agreement w/Franklin County Regarding the Juvenile Justice Center ~ R Blain

Other Business

Executive Session

Potential Litigation ~ E Eisinger

Review the Qualifications of an Applicant for Public Employment ~ E Eisinger

Adjournment

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Draft

Regular Board Meeting
Benton County Courthouse, Prosser, WA
Tuesday, April 25, 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
Deputy County Administrator Matt Rasmussen
Clerk of the Board Cami McKenzie

Absent: County Administrator Jerrod MacPherson (Excused)

Benton County Employees Present During All or a Portion of the Meeting: Robert Heard, IT Manager; Carlee Nave, HR Manager; Greg Wendt, Community Development Director; Adam Fyall, Sustainable Development Manager; Public Works Manager Matt Mahoney; Clerk Josie Delvin; DPA Ryan Brown; DPA LeeAnn Holt; Finance Manager Linda Ivey; Public Works Manager Matt Mahoney.

Pledge of Allegiance

The Board recited the Pledge of Allegiance.

Approval of Minutes

The Minutes of April 18, 2023 were approved.

Review Agenda

The following items were added to "Other Business":

- Introduction of new staff PA
- Public Safety Tax Questions from Law & Justice
- Certificate of Good Practice
- PILT Email from Fire District

Public Comment

Sherry-Elizabeth Becker said she did not live in Benton City, expressed her concern about being required to pay property taxes, and demanded the lien be removed from the assessment rolls on her property.

Commissioner Delvin said the Board had limited authority, and suggested she address it by taking it to the Courts.

Kat Esphinda, Kennewick, voiced her concern about the assembly and licking contest at Desert Hills Middle School that made the map across the nation. She was horrified, as were kids in school, and concerned that school officials and police authorities were involved and said these people should be fired.

Tina Gregory, via/WebEx, again talked about wanting to have in-person voting and that it was time to have local government step up and take some action.

Consent Agenda

MOTION: Commissioner Delvin moved to approve the consent agenda items "a" through "o", pulling "b" (Changing Precinct Boundaries in Conjunction With Redistricting) for discussion. Commissioner Alvarez seconded and upon vote, the Board approved the following:

Auditor

a. 2021 Management Representation Letter to the State Auditor's Office

Board of Equalization

c. Re-appointment of Chuck Wierman to the Board of Equalization

District Court

d. Agreement w/WA State Administrative Office of the Courts for a Therapeutic Court Grant

Juvenile

e. Amendment No. 1 w/Toxicology Services, LLC for Urinalysis Testing; Amening Resolution 2022-004

Office of Public Defense

f. District Court Public Defense Services Agreement w/Eric Scott
g. Superior Court Public Defense Services Agreement w/Rebecca Saitz

Planning

h. Short Plat Vacation – SPV 2022-001

Prosecuting Attorney

i. Line Item Transfer Current Expense No. 0010, Dept. 117 for Overtime

Public Works

j. Line Item Transfer, Fund No. 1010, Dept. 500 to Update Position No. PW1048

Purchasing

k. Contract w/MMEC Architecture & Interiors, LLC for the Design of the Voting/Elections Center Remodel
l. Contract w/Dynamic Laundry Systems, Inc. for Repairs & Maintenance of Laundry Equipment @ the Jail
m. Public Utility & Irrigation Easement and Quit Claim Deed for Public Right-of-Way to City of Kennewick for the Moderate Risk Waste Facility

Sustainable Development

n. Amended Rural County Capital Fund Agreement w/City of West Richland for State Route 224/Red Mountain Transportation Improvement Project

Treasurer

o. Personal Services Contract w/Frontier Title & Escrow Co., Inc. for Foreclosure & Tax Title Sales Documents

Consent Agenda Item "b" - Changing Precinct Boundaries in Conjunction With Redistricting; Rescinding Resolution 2023-291

Commissioner Alverez had questions about the precinct boundary changes and redistricting and whether it changed since last year. Auditor Brenda Chilton explained the redistricting occurred as a result of 2020 census, and the Board previously approved district boundaries in relation to a couple of districts. However, this was just additional precinct changes in the City of Kennewick. Additionally, this would not make any additional changes to Commissioners, Legislative or Congressional districts and was just a different precinct and there was always a possibility the precinct committee officers might be different based on changes.

MOTION: Commissioner Delvin moved to approve Consent Agenda Item "b" Changing Precinct Boundaries in Conjunction with Redistricting Pursuant RCW 29A.76 and 29A.16, which rescinds and replaces Resolution 2023-291. Commissioner Alvarez seconded and upon vote, the motion carried.

Memorandum of Agreement w/Benton-Franklin Council of Governments for Economic Recovery Coordination

Adam Fyall presented the Memorandum of Agreement and said the COG directors made a request last year for assistance. He said that TRIDEC focused on larger pictures, whereas the COG focused on coordination, planning, technical, and in the broader business community. He added that Franklin County was also considering this agreement this morning, and if approved, he would take to Franklin County for their consideration. He summarized the contract as follows:

- Up to $250,000 from ARPA funds, to be matched with up to $150,000 from Franklin County
- ARPA funds must be designated by December 31, 2024 and expended by December 31, 2026
- The Contract will expire December 31, 2025

MOTION: Commissioner Delvin moved to approve the Memorandum of Agreement between Benton and Franklin Counties and the Benton-Franklin Council of Governments, as presented. Commissioner Alvarez seconded and upon vote, the motion carried.

Extension of Temporary Change to Office Hours for the Sheriff's Prosser Office

Matt Rasmussen said he was approached in January by the Sheriff's office regarding a staffing issue in Prosser and requested the temporary office hours at the Courthouse, which will expire on April 28, 2023, be extended. He stated they hired a new employee but had a training process, and the Sheriff requested an extension through June to modify the business hours.

MOTION: Commissioner Delvin moved to approve the Resolution temporarily changing the hours for the transaction of business for the Benton County Sheriff's Prosser Office. Commissioner Alvarez seconded and upon vote, the motion carried.

Award of Contract to Comprehensive Healthcare for the Behavioral Health Recovery Center

Matt Rasmussen said the Advisory Board Committee reviewed written material and interviewed both respondents to the RFP at the April 10 meeting. At the April 13, 2023 meeting, the Advisory Board Committee unanimously recommended approval of a contract with Comprehensive Healthcare. Mr. Rasmussen presented a resolution awarding a contract and to begin negotiations for operation of the recovery center.

MOTION: Commissioner Delvin moved to approve the Resolution awarding the proposal for the Behavioral Health Crisis Recovery Center to Comprehensive Healthcare of Yakima, Washington. Commissioner Alvarez seconded and upon vote, the motion carried

The Board thanked the advisory committee for its due diligence and time in interviewing the applicants.

Discussion on Amendment to Contract with DH for Public Education Campaign

Matt Rasmussen requested the Board consider amending the contract with DH for the public education campaign on the Public Safety Tax for development of a stand-alone website and a Powerpoint presentation with scripts so they could begin presentations and get the information out to entities and the public. This would also assist in getting the new Communications Coordinator and staff up to speed for presenting the information.

The Board agreed with moving forward on a contract amendment for an additional amount of $20,520.00.

Line Item Transfer, Fund No. 0010, Dept. (ARPA) for an Office Administrator Position in the Clerk's Office

Linda Ivey and Clerk Josie Delvin presented a proposal for a new Office Administrator Position in the Clerk's Office. Ms. Ivey said the ARPA grant allowed for additional judges, attorneys, and staff to increase the speed of case resolution. Ms. Delvin indicated that she and her chief deputy were the only two working the high-level duties and were having trouble keeping their heads above water. She felt like an office administrator position was a good solution.

The request was for the position at a Non-Bargaining Grade 18 in the amount of $192,300 and to end December 31, 2024.

MOTION: Commissioner Delvin moved to approve the Line Item Transfer within General Fund 0010, Dept. 139 as presented. Commissioner Alvarez seconded and upon vote, the motion carried.

Rapid Broadband Design Study Discussion

Commissioner Alvarez said he received a request from Michelle Holt (BFCOG) requesting the Board participate in a free study to support broadband planning, which would benefit Benton County residents.

Commissioner Delvin expressed concern about Benton County running a utility and whether the legislature had changed the rules that did not allow a private entity to apply for federal money.

Commissioner Alvarez said the free rapid design study did not obligate any local government but would open up the areas to be updated.

Chairman McKay asked about the statement that the "plans do not obligate the entire County" and Commissioner Alvarez indicated that Ms. Holt said it was a misquote and it did not obligate the County in any way.

MOTION: Commissioner Delvin moved to authorize Commissioner Alvarez to send an email to the State Department of Commerce requesting a Rapid Broadband Design Study. Commissioner Alverez seconded and upon vote, the motion carried.

Other Business

Introduction – New PA Staff

DPA Ryan Brown introduced LeeAnn Holt, the newest member of Civil Division who was replacing Reid Hay.

Certificate of Good Practice

Commissioner Delvin presented the Certificate of Good Practice by CRAB to the County Engineer, Matt Rasmussen. Mr. Rasmussen said as long as they met all the requirements of the statutes and laws, they would receive a certificate of good practice each year.

PILT Email from Fire District

The Board discussed the email received from the Fire District regarding PILT payments from the Corps of Engineers. Typically, the County received $6,000 per year from the Corps, but received a one-off for $188,000 for the Corps, Fish & Wildlife, and BLM properties in Benton County. Ms. Ivey said the $188,000 went to the General Fund. Mr. Fyall said perhaps the Corps was telling the Fire District there was some PILT money, and they should be receiving a portion of it.

The Board discussed the DOE PILT money and the agreement on disbursement. Ryan Brown discussed the history of the payment in lieu of property taxes and that he spent 12-18 months negotiating terms of the agreement. Mr. Brown said he would review the emails and get back to the Board.

Public Comment Discussion

Chairman McKay asked about Sherry-Elizabeth Becker's concerns and Commissioner Delvin said that after her exemptions and deferrals, she was taxed about $29.00 on property taxes.

Commissioner McKay also wanted to know if the County could adopt an ordinance related to the Desert Hills issue or other issues prohibiting certain types of events to minors. Mr. Brown said maybe as a matter of zoning, but it was a very delicate issue because of the 1st Amendment. The Board discussed addressing the School Board as a matter of policy at that level might be a better way to address it instead of prohibiting certain actions. Mr. Brown said he would also look at the current County Ordinances related to adult activities.

Law & Justice Committee – Public Safety Tax

Mr. Rasmussen said the Law & Justice Committee presented some questions regarding the timing of the Board preparing and presenting the resolution with the intent to place the Public Safety Tax on the ballot. He said the deadline was August 1, but the Board could submit it at any time, as long as it specified what election.

The Board agreed to prepare the Resolution as soon as possible so that other local agencies could prepare proposals on what they were going to fund with PST and prepare letters of support. Mr. Rasmussen said he would work with the PA on preparing the Resolution for the ballot for the November general election.

Mr. Rasmussen also said it was advisable for the Commissioners to appoint a committee to write a statement in support and a committee to write a statement in opposition. He made some suggestions and the Board agreed to see if the Law & Justice Committee could provide names of six individuals (three for each) to sit on these committees before advertising in the paper.

May 2, 2023 Quarterly Meeting

Chairman McKay reminded the Board and attendees the regular meeting on May 2 would be held at the Kennewick Administration Building.

Executive Sessions – Review Performance of Public Employee/Review the Qualifications of an Applicant for Public Employment

The Board went into executive session at 10:03 a.m. for up to 10 minutes to review the performance of a public employee and review the qualifications of an applicant for public employment. Also present were Matt Rasmussen, Matt Mahoney, Robert Heard, Cami McKenzie, and Carlee Nave.

The Board came out at 10:13 a.m. No decisions were made in executive session.

MOTION: Commissioner Delvin moved to authorize the Salary Request Form for placement at 17G for Brian Malley as presented. Commissioner Alvarez seconded and upon vote, the motion carried.

MOTION: Commissioner Delvin moved to approve the Salary Request Form for Mary Johnson at a Grade 5D as presented. Commissioner Alvarez seconded and upon vote, the motion carried.

Payroll

Check Date: 04/15/2023

Payroll Draw Checks
Total all funds: $109,277.74
Direct Deposit #: 179547-179683

Payroll Draw Deductions/Transfers
Total all funds: $19,845.29
ACH #: 690

Accounts Payable

Check Date: 04/21/2023

Warrants #: 244823-245019
Total all funds: $2,013,902.06

EFT's #: 389-394
Transfers #: 692-706, 710, 712-719
Total all funds: $37,465.23

Resolutions

2023-323: Joint Resolution - Memorandum of Agreement Between Benton & Franklin counties and the Benton-Franklin Council of Governments for Economic Recovery Coordination
2023-324: Changing Precinct Boundaries In Conjunction With Redistricting Pursuant to RCW 29A.76 And 29A.16 Which Rescinds and Replaces Resolution 2023-291
2023-325: Re-appointment of Chuck Wierman to the Board of Equalization
2023-326: Agreement w/WA State Administrative Office of the Courts for a Therapeutic Court Grant
2023-327: Amendment No. 1 w/Toxicology Services, LLC for Urinalysis Testing; Amending Resolution 2022-004
3023-328: District Court Public Defense Services Agreement w/Eric Scott
2023-329: Superior Court Public Defense Services Agreement w/Rebecca Saitz
2023-330: Short Plat Vacation – SPV 2022-001
2023-331: Line Item Transfer Current Expense No. 0010, Dept. 117 for Overtime

2023-332: Line Item Transfer, Fund No. 1010, Dept. 500 to Update Position No. PW1048
2023-333: Contract w/MMEC Architecture & Interiors, LLC for the Design of the Voting/Elections Center Remodel
2023-334: Contract w/Dynamic Laundry Systems, Inc. for Repairs & Maintenance of Laundry Equipment @ the Jail
2023-335: Amended Rural County Capital Fund Agreement w/City of West Richland for State Route 224/Red Mountain Transportation Improvement Project
2023-336: Public Utility & Irrigation Easement and Quit Claim Deed for Public Right-of-Way to City of Kennewick for the Moderate Risk Waste Facility
2023-337: Personal Services Contract w/Frontier Title & Escrow Co., Inc. for Foreclosure & Tax Title Sales Documents
2023-338: Temporarily Changing the Hours for the Transaction of Business for the Benton County Sheriff's Prosser Office
2023-339: Awarding The Proposal For The Behavioral Health Crisis Recovery Center To Comprehensive Healthcare
2023-340: Transfer Of Funds Within General Fund Number 0010 Department Number 139

There being no further business before the Board, the meeting adjourned at approximately 10:13 a.m.

_____ _____

Clerk of the Board Chairman

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 2, 2023
Subject:	Interagency Agreement with WSU Extension
Presenter:	
Prepared By:	Matt Rasmussen
Reviewed By:	Jerrod MacPherson

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

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

Summary / Background Information

WSU Extension and Benton County have a long-standing history of commitment to provide the education and research to the people of Benton County through WSU Extension outreach programs. Each year, we have entered into a Memorandum of Agreement to outline the cost, benefits, and commitments of each party.

Each budget cycle, the County appropriates certain funds to assist the WSU Extension program. With the passage of each new budget, a new interagency agreement is entered into defining the roles of each party and the costs for services.

The agreement should have been approved prior to the end of 2022. However, due to an oversight, the new MOA was not approved. The current agreement is still in effect but has a lower budget amount. To ensure the program is fully funded the new MOA is back dated to January 1, 2023.

PA approval to form was relayed via email in October 2022.

Fiscal Impact

The County will pay WSU Extension $275,778 over the 2023-2024 budget cycle. This is an increase of $14,939 from the 2021-2022 budget. This amount is already included in the approved budget.

Recommendation

Staff recommends that the Board approve the attached interagency agreement.

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 OF THE BOARD TO SIGN THE INTERAGENCY AGREEMENT BETWEEN WASHINGTON STATE UNIVERSITY EXTENSION AND BENTON COUNTY

WHEREAS, Washington State University Extension strives to engage the people, organizations and communities of Benton County to advance their knowledge, economic well-being and quality of life by fostering inquiry, learning and the application of research; and

WHEREAS, the purpose of this Agreement is to formalize the longstanding relationship between Washington State University Extension and Benton County. This Agreement continues a longstanding, joint funding relationship for county/area Extension faculty and designated support staff that has been in existence for over 30 years; and

WHEREAS, this Agreement and the attached Appendix A conform to the standards for interagency agreements set for in RCW 39.34.13; **NOW THEREFORE**

BE IT RESOLVED that the term of this Agreement is from January 1, 2023, through December 31, 2024. The total amount paid by Benton County to Washington State University Extension under this agreement for professional contract services shall be two hundred seventy-five thousand seven hundred seventy-eight dollars ($275,778.00) made in 24 equal payments.

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

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

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

Orig: WSU
cc: Auditor

M Rasmussen

INTERAGENCY AGREEMENT

Between

WASHINGTON STATE UNIVERSITY EXTENSION

And

BENTON COUNTY

I. Mission Statement

Washington State University Extension engages people, organizations and communities to advance knowledge, economic well-being and quality of life by fostering inquiry, learning, and the application of research. This mission is carried out using research and experience-based educational programs from colleges and departments dispersed throughout the WSU system, which address important issues and needs of individuals and communities in all 39 counties in the state of Washington. WSU Extension is enabled for this task as the Land Grant Institution for Washington through partnerships with county, state, and federal governments.

II. Purpose/Term

The purpose of this agreement is to formalize the longstanding relationship between Washington State University Extension and Benton County. This also continues a longstanding, joint funding relationship for county/area Extension faculty and designated support staff. This agreement conforms to the standards for interagency agreements set forth in RCW 39.34.130 and consists of this document as well as the attached Appendix A. The term of this Agreement is from January 1, 2023 through December 31, 2024.

III. Washington State University Obligations

Washington State University agrees to:

A. Recruit, employ and establish salaries for county/area Extension Educators, County Directors, and designated WSU support staff for County. Employment concurrence will be sought from County Commissioners before an individual is hired and assigned to the County.

B. Assure that salary increase monies will be available for Extension Educators and designated support staff based on criteria established by the Washington State Legislature and Washington State University President.

C. Supplement the funds received from the County through this Agreement and pay the costs of all salary and fringe benefits for each County/area Extension Educator and designated staff members that is not funded by the County under this Agreement.

D. Submit to County at the beginning of each month an invoice for the amounts incurred during the preceding month of this Agreement in accordance with Appendix A.

E. In cases where position vacancies occur due to separations during a contract period, the County will be invoiced to cover the County portion of annual leave and sick leave payout, but will not be billed a monthly cost for a position that was vacant after such payout if the position will not be filled during the contract term.

F. Provide fringe benefits to County/area Extension Educators as outlined in the WSU Faculty Manual and provide fringe benefits to support staff as specified by the applicable agreement, policy, or law.

G. Grant annual leave, sick leave, professional leave, other leave and holidays as outlined in the WSU Faculty Manual for County/area Extension Educators or by the applicable agreement, policy, or law for jointly funded or fully WSU funded support staff.

H. Provide in-service education for County/area Extension faculty members.

IV. County Obligations

The County agrees to:

A. Pay the amount agreed upon monthly, as set forth in Appendix A, to Washington State University for Extension services rendered in County.

B. Promptly pay the invoice voucher from Washington State University. Current month invoice to be billed by the 10th and payable on the 25th of the month, or on a scheduled mutually agreed upon between WSU Extension and County. The invoice is to be fixed for 1/24 of the contract amount.

C. The County agrees to pay the "county portion" of accumulated leave payments for contracted personnel due to separation.

D. Contingent upon approval of the Board of County Commissioners, or County Executive, the County will continue to support contracted personnel on professional or retraining leave.

E. Furnish office facilities for faculty and support staff.

F. Provide an adequate operating budget to carry out Extension educational programs for citizens of the County. This budget will cover secretarial and support staff salaries not covered by this Agreement and telephone, office equipment, teaching and office supplies and travel costs.

V. Joint Obligations

Washington State University and County jointly agree that:

A. Additional program support staff positions may be employed and fully funded by either party to assist in carrying out Extension educational programs in the County.

B. This Interagency Agreement is effective January 1, 2023 contingent upon being signed by appropriate representatives of WSU Extension and Benton County. It may be periodically reviewed and amended or supplemented as may be mutually agreed upon in writing.

VI. Administration

A. The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for the administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party in writing.

Washington State University's representative shall be the County Director.

Benton County's representative shall be the Deputy County Administrator.

VII. Terms of Modification or Termination of this Agreement:

A. This Interagency Agreement may be modified by the parties when mutually agreed upon in writing. If the parties are not able to come to terms on a new Interagency Agreement for the year following the term set forth herein by October 1st, the terms of this Agreement shall continue for one additional year. Notwithstanding the above, if either party terminates this Agreement by written notice on or before October 1st of the Agreement year, the above stated provision providing funding for the year following the Agreement term shall be null and void.

VIII. Records Retention

A. Both Washington State University and the County will maintain records which are sufficient and properly reflect all costs incurred under terms of this Interagency Agreement. These records will be retained as set forth in the applicable retention schedule or six years, whichever is less.

IX. Entire Agreement

This Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them respecting the subject matter hereof. There are no other representations, agreements, arrangements or understandings, oral or written, between and among the parties hereto, or any of them, relating to the subject matter of this agreement. No amendment of or supplement to this Agreement shall be valid or effective unless made in writing and executed by the parties subsequent to the date of this Agreement.

APPROVED:

Vicki McCracken Date
Associate Dean and Director
WSU Extension

Chair Date
Benton County Commissioners

Approved as to form:
Ryan K Brown, DPA

Daniel G. Nordquist Date
AVPRA/Director
Office of Research Services and Operations

INTERAGENCY AGREEMENT
Between
WASHINGTON STATE UNIVERSITY EXTENSION
And
Benton County

APPENDIX A

The following positions and items will be jointly funded under this Memorandum of Agreement for the period January 1, 2023 through December 31, 2024:

Position/Item	Annual $ Amount For County Portion	Monthly $ Amount for County Portion
County Director[1], Commercial Fruit Crop Specialist[2]	$59,242	$2,468
Extension Faculty, Consumer Food Safety & Nutrition[2]	$54,928	$2,289
Extension Faculty, Commercial & Youth Livestock Specialist[2]	$54,928	$2,289
Extension Faculty, Youth and Adult Education Specialist[2,3]	$0	$0
Volunteer Coordinator, Master Gardeners, Master Food Preservers[4]	$92,000	$3,833
Travel	$14,680	$612

1. Includes department head responsibilities for one Extension Educator.
2. WSU provides an additional $867,735 in salary and benefits support per biennium for Extension Faculty above.
3. Extension Faculty for "WSU Youth and Adult Education Specialist" to assist with Master Gardeners and 4-H is funded 100% salary and benefits from WSU.
4. AP Extension Faculty (Volunteer Coordinator) for 2 Programs, salary funded from Benton County, but benefits funded from WSU ($36,300).

TOTAL MONTHLY FUNDS $ 11,491
TOTAL TWO-YEAR FUNDS $ 275,778

Federal Funds: $ 0 Non-Federal Funds: $ 275,778
It is understood that non-Federal funds provided by the County in support of this agreement may be identified by WSU as match for Federal capacity program (Hatch Act, Smith-Lever Act, etc.) funds received by WSU to support Extension activities.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	5/2/2023
Subject:	Amendment I to Employment Agreement with Michael Vander Sys
Presenter:	
Prepared By:	C Nave
Reviewed By:	

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

On April 18, 2023, the Board approved resolution 2023-320, authorizing the salary for the Public Defense Manager to be calculated based on 85% of the Elected Prosecuting Attorney's salary. As the Public Defense Manager is a party to an Employment Agreement with the Board of County Commissioners, it is necessary to amend the Employment Agreement in order to reflect the new salary calculation for Michael Vander Sys, the current Public Defense Manager.

Fiscal Impact

No supplement required – amount approved by resolution 2023-320

Recommendation

Approve the Amendment to the Employment Agreement with Michael Vander Sys to reflect the compensation authorized by resolution 2023-320

Suggested Motion

Approve as part of the consent agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AMENDING THE EMPLOYMENT AGREEMENT WITH MICHAEL VANDER SYS, PUBLIC DEFENSE MANAGER, AMENDING RESOLUTION 2022-578

WHEREAS, resolution 2022-578 approved the Employment Agreement with Michael Vander Sys; and

WHEREAS, resolution 2023-320 modified the salary calculation for the Public Defense Manager position effective May 1, 2023; and;

WHEREAS, it is the desire of the Board of County Commissioners for the new salary calculation to apply to Michael Vander Sys in his position as Public Defense Manager; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners, is authorized to sign the attached Amendment to the Employment Agreement with Michael Vander Sys effective May 1, 2023.

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, Commissioners

Prepared by: C Nave

AMENDMENT I
TO THE
EMPLOYMENT AGREEMENT
BY AND BETWEEN
THE BOARD OF BENTON COUNTY COMMISSIONERS
AND
MICHAEL VANDER SYS

The Board of Benton County Commissioners, the legislative authority of a political subdivision of the State of Washington (hereinafter referred to as "the County") and Michael Vander Sys (hereinafter referred to as "Employee") hereby agree to amend the Employment Agreement in effect from August 1, 2022, through July 31, 2028, as follows:

1. (2) COMPENSATION AND BENEFITS is hereby amended to read:

   (a) Effective August 1, 2022, Employee will receive compensation in the amount of Ten Thousand Nine Hundred and No/100 Dollars ($10,900.00) per month. ~~Compensation shall be adjusted annually, consistent with the percentage of salary change applied to Benton County non-bargaining employees for a Cost of Living Adjustment (COLA). Additionally, July of 2024 and July of 2026, this Employment Agreement shall be open to negotiate market salary adjustments to the monthly wage. Employee shall be paid in the normal course of salary administration for Benton County non-bargaining employees.~~ Effective May 1, 2023, Employee's salary is established as 85% of the salary of the Elected Prosecuting Attorney.

   (b) The Employee shall receive the same vacation leave, sick leave, insurance, retirement, and all other benefits as Benton County non-bargaining employees, according to the terms of the Benton County Personnel Policies and Procedures for Non-Bargaining Employees as they currently exist under the terms of Resolution 14-306, or under the terms of any subsequent replacement resolution(s) and/or policy(ies).

2. No other language in the Agreement is amended or intended to be changed or modified.

[THIS SECTION INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this agreement to be signed and executed on this _____ day of _____, 2023.

BENTON COUNTY COMMISSIONERS

_____
Chair

_____
Chair Pro Tem

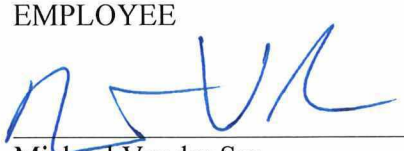
_____
Commissioner

Attest:

_____
Clerk to the Board

_____
Date

EMPLOYEE



Michael Vander Sys

4/26/23
Date

Deputy Prosecuting Attorney

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 2, 2023
Subject:	1st Amendment Agreement #2022/23-GW-ERAP2 with Goodwill Industries of the Columbia
Presenter:	
Prepared By:	Deena Horton
Reviewed By:	Kyle Sullivan

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

Type of Agenda Item:	**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 Eviction Rent Assistance Program is intended to prevent evictions by paying past due rent and past due utilities for households that are unable to pay, due to the COVID-19 pandemic.

Goodwill Industries of the Columbia will be providing rental assistance with the Treasury Rent Assistance Program for those in our community affected by COVID-19 who need rental assistance and utilities assistance.

Fiscal Impact

Amount: $2,000,000.00

Fund: There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0108-101 Human Services Budget for an amended grant amount of $2,000,000.00 for a grand total of $4,000,000.00.

Recommendation

- Sign the Amendment 1 to Agreement 2022/23-GW-ERAP2 with Goodwill Industries of the Columbia to add funding to the Eviction Rent Assistance Program 2 (ERAP2).

Suggested Motion

Approve on the consent agenda.

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

IN THE MATTER OF EXECUTING THE FIRST AMENDED AGREEMENT 2022/23-GW-ERAP2 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND GOODWILL INDUSTRIES OF THE COLUMBIA

WHEREAS, the purpose of this First Amendment is intended to prevent evictions by paying past due and future rent and past due utilities while targeting limited resources to those with the greatest needs while working to distribute funds equitably; and

WHEREAS, this first amendment to agreement 2022/23-GW-ERAP2 will add $2,000,000.00 to the funding making the new grand total $4,000,000.00; **NOW, THEREFORE,**

BE IT RESOLVED, that the Board of County Commissioners hereby approves Amendment 1 of 2022/23-GW-ERAP2, between Goodwill Industries of the Columbia and Benton County Human Services; and

BE IT FURTHER RESOLVED, that Benton County Department of Human Services is authorized to voucher the County Auditor's office to make such payments necessary to Goodwill Industries of the Columbia for the disbursement of the Eviction Rent Assistance Program 2 (ERAP2); and

BE IT FURTHER RESOLVED, the term of the attached amendment commences on April 1, 2023 and ends on June 30, 2023.

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

_____
Chairman

_____
Commissioner

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

Attest: _____
Clerk of the Board

CC: Commissioners Office, Benton County DHS Deena Horton

Benton County
DEPARTMENT OF HUMAN SERVICES
Agreement #2022/23-GW-ERAP2.0, Amendment 1
CFDA # 21.027

This Agreement is made and entered into 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 office at 7102 W. Okanogan Pl., Ste. 201, Kennewick, WA 99336 (hereinafter collectively referred to as "COUNTY") and **Goodwill Industries of the Columbia, INC**, a not for profit Corporation, under the laws of the State of Washington with its principal offices at 815 N. Kellogg, Ste. A, Kennewick, WA 99336, (hereinafter "Subrecipient").

County's Contact Information:
Kyle Sullivan, Manager
Department of Human Services
7102 West Okanogan Place, Suite 201
Kennewick, WA 99336
Phone: 509.783.5284
E-Mail: kyle.sullivan@co.benton.wa.us

Subrecipient Contact Information:
Jeff Maddison
Goodwill Industries of the Columbia, INC
815 N. Kellogg, Ste. A
Kennewick, WA 99336
Phone: 509.735-7238
E-Mail: JMaddison@goodwillotc.org

Agreement Start Date ..... April 1, 2023
Agreement End Date ..... June 30, 2023

Consideration $2,000,000.00

Exhibit A ..... Budget
Exhibit B..... Eviction Rent Assistance Program (ERAP 2.0) 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 Subrecipient:

Peterson VP Mission Services
Executive Director Date 4.17.23

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

FIRST CONTRACT AMENDMENT TO GRANT AGREEMENT #PSC-2022/23-GW-ERAP2.0

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, by and for the **BENTON COUNTY DEPARTMENT OF HUMAN SERVICES**, with its principal offices located at 7102 W. Okanogan Avenue, Suite #201, Kennewick, WA 99336 (hereinafter collectively referred to as "COUNTY"), and **GOODWILL INDUSTRIES OF THE COLUMBIA, INC**, a non-profit corporation, with its principal offices at 815 n. Kellogg, Ste. A, Kennewick, WA 99336, (hereinafter "CONTRACTOR").

WHEREAS, per Benton County Resolution No. 2023-095, the parties entered into a Grant Agreement beginning October 1, 2022 and ending June 30, 2023 (hereinafter the "CONTRACT"), whereby CONTRACTOR agreed to provide housing assistance through the Emergency Rental Assistance Program 2.0 (ERAP2.0); and

WHEREAS, this First Amendment is necessary to make agreed-upon, needed amendment to the program's budget line items so they can provide more direct services with rental assistance; and

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

1. **CONTRACT DOCUMENTS**. Exhibit "A" – Budget will be replaced in its entirety with the attached document.

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

FOR BENTON COUNTY:

_____
Chairman Date

_____
Chair Pro Tem Date

_____
Commissioner Date

_____
Attest: Clerk of the Board

FOR THE CONTRACTOR:

HPeterson 4.17.23
Signature Date

Heather Peterson
Name

VP Mission Servs
Title

Signatures continued for #PSC-2022/23-GW-ERAP2.0 First Amendment

APPROVED AS TO CONTENT:

Department of Human Services

APPROVED AS TO FORM:

Benton County Deputy Prosecuting Attorney, Civil

Goodwill Industries of the Columbia Inc
2022/23-GW-ERAP2.0
October 1, 2022 - June 30, 2023
Amendment 1: April 1, 2023 - June 30, 2023

Exhibit A

Budget

Budget Category	Amount	Increase	Grand Total
Rent Assistance	$ 1,190,000.00	1,700,000.00	3,400,000.00
Utility Assistance	$ 510,000.00	combined with rent assistance	
Administration/Operations (15%)	$ 300,000.00	300,000.00	600,000.00
Total	$ 2,000,000.00	2,000,000.00	4,000,000.00

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	05/02/2023
Subject:	#PSC-2022/2023-DORSETT-PREV-00
Presenter:	N/A
Prepared By:	Paxton Pederson
Reviewed By:	Kyle Sullivan

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

Type of Agenda Item:

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

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

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

Summary / Background Information

Benton County Human Services would like to re-contract with Jen Dorsett to provide technical assistance to substance abuse coalitions, as well as to provide Challenge Tri-Cities (previously Reach Beyond Ropes Course), which has served the community since 1992 and was originally funded/founded by the Benton-Franklin substance abuse coalition. This facility is known and utilized by local school districts, community groups and high priority populations in all of Benton and Franklin Counties. Duties will include, but are not limited to oversight of the program, organizing and leading monthly community collaboration meetings and providing technical assistance in any necessary aspects.

Fiscal Impact

There is no impact to current expense. All revenues and expenditures are from the Fund 0108-101 Human Services Budget; for a maximum consideration of $60,000

Recommendation

Sign the Professional Services Contract

Suggested Motion

Consent Agenda

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTION OF PROFESSIONAL SERVICE CONTRACT #PSC-2023/2024-DORSETT-PREV-00 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND JENNIFER DORSETT

WHEREAS, this Professional Service Contract with Jennifer Dorsett, will provide technical assistance to the prevention coalition coordinators when needed and presentations of Historically Challenge Tri-Cities to community members; **NOW THEREFORE**,

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the Professional Service Contract #PSC-2023/2024-DORSETT-PREV-00 between Benton County Department of Human Services and Jennifer Dorsett; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be and hereby is, authorized to sign, on behalf of Benton County, Professional Service Contract #PSC-2023/2024-DORSETT-PREV-00, for a maximum consideration amount not to exceed sixty thousand dollars and no cents ($60,000.00); and

BE IT FURTHER RESOLVED, that the Professional Service Contract shall be effective March 1, 2023 through February 29, 2024.

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

_____
Chair

_____
Comissioner

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

Attest: _____
Clerk of the Board

cc: Benton County Commissioners, Human Services

Pederson

BENTON COUNTY
PERSONAL SERVICES CONTRACT
PSC-2023/2024-DORSETT-PREV-00

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **JENNIFER DORSETT**, an individual under the laws of the State of Washington with its principal office at 7609 Pheasant Lane, Pasco, WA 99301 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

a. Exhibit A - Scope of Work

2. DURATION OF CONTRACT

The term of this Contract shall begin on March 1, 2023. The CONTRACTOR shall complete all work by February 29, 2024.

3. SERVICES PROVIDED

a. The CONTRACTOR shall provide technical assistance for the Benton City Community Prevention Wellness Initiative (CPWI) Prevention Coalition and Pasco CPWI Coalition. The CONTRACTOR will also provide presentations of Challenge Tri-Cities to families in Benton and Franklin Counties. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Scope of Work", which is attached hereto and incorporated herein by reference.

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

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

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

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

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Name:	Jennifer Dorsett
Address:	7609 Pheasant Lane Pasco, WA 99301
Phone:	509.851.1348
Email:	Jennifer.dorsett.sac@gmail.com

b. For COUNTY:

Name:	Kyle Sullivan
Address:	7102 W. Okanogan Place Ste. 201 Kennewick, WA 99301
Phone:	509.737.3909
Email:	kyle.sullivan@co.benton.wa.us

5. COMPENSATION

a. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed sixty thousand dollars ($60,000), including W.S.S.T.

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

c. The CONTRACTOR may, in accordance with Exhibit B, submit invoices to the COUNTY by the 15th of the month following the

month the services were provided. 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.

d. 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.

e. 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.

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

6. AMENDMENTS AND CHANGES IN WORK

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

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

7. HOLD HARMLESS AND INDEMNIFICATION

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

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

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

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

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

   If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation

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

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

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

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

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

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

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

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

e. **Other Insurance Provisions:**

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

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

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

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

5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate

certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

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

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

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

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

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

All insurance required under this Contract shall be issued by

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

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

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

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

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

9. **TERMINATION**

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

with the Compensation Section of this Contract.

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

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

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

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

11. DEBARMENT

The CONTRACTOR certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily exclude from

covered transactions by any Federal department or agency.

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

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

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

12. NON-WAIVER OF RIGHTS

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

13. INDEPENDENT CONTRACTOR

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

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

privileges afforded to COUNTY employees.

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

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

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

14. COMPLIANCE WITH LAWS

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

15. INSPECTION OF BOOKS AND RECORDS

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

16. NONDISCRIMINATION

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

17. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

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

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

18. PATENT/COPYRIGHT INFRINGEMENT

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

19. DISPUTES

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

20. CONFIDENTIALITY

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

21. CHOICE OF LAW, JURISDICTION, AND VENUE

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

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

22. SUCCESSORS AND ASSIGNS

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

23. SEVERABILITY

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

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

24. ENTIRE AGREEMENT

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

25. NOTICES

Any notices provided under this Contract shall be effective if

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

26. SURVIVABILITY

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

27. LITIGATION HOLD NOTICE

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

28. PUBLIC RECORDS ACT

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

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

- This section left blank intentionally -

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

Dated: _____

FOR: BENTON COUNTY

_____
Chairman

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

Approved as to Form:

_____
Civil Deputy Prosecuting Attorney

Dated: 4/12/23

FOR: JENNIFER DORSETT

J Dorsett
_____
Signature

owner -
_____
Title:

Jennifer Dorsett
_____
Print Name

Approved as to Content

_____
DHS Manager

Exhibit A - Scope of Work

Historically Challenge Tri-Cities (previously Reach Beyond Ropes Course), has served the community since 1992 and was originally funded/founded by the Benton-Franklin substance abuse coalition. This facility is known and utilized by local school districts, community groups and high priority populations in all of Benton and Franklin Counties.

Our facilitators are from all local organizations and schools that bring a wide variety of experience and passion for working with our community. From Fire Fighters to treatment counselor and college students, we have a facilitator to suit every group's needs.

Our focus is to customize each experience based on youth/group needs. For example, this year we served Big Bro Foundation, which is a mentoring group for boys/men; this group focus was building trust and working on communication and problem solving as well as building confidence. We served groups age 11+ and include outreach for involvement from other high priority groups such as boys and girls club, juvenile justice center, substance abuse prevention groups and more!

By utilizing the ropes course and its facilitators we will be increasing skills and protective factors for youth which decreases the likelihood of substance use and mental health issues. Increasing skills needed to cope, deal with peer pressure as well as increase confidence to intervene as well as ask for help. Increasing protective factors include communication skills, bonding to peers/community, family and mentors and increasing personal boundaries and overcoming challenges. OSPI requires all school districts utilize social emotional learning as it's evidenced based and shown to have better outcomes for students. Challenge Tri-Cities utilizes social emotional learning with every group!

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 2, 2023
Subject:	Approving the purchase of three twelve-month CaseGuard Studio licenses for the Prosecuting Attorney's Office from FinalCover LLC using Board approved Public Safety Sales Tax Funds.
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 Prosecuting Attorney's Office has requested to purchase video editing software through the Public Safety Sales Tax budgeting process. The Prosecuting Attorney's Office reviewed several video editing vendors. One of the vendors researched and tested was CaseGuard Studio. CaseGuard provides fast and powerful tools that can be used to redact electronic records that include but not limited to video, audio, images, and documents. Editing these records has become a daily public records request task for the County's public records officers. Since the Sheriff began using body and car cameras, the importance of redacting electronic records in accordance with RCW 42.56, Public Records Act has never been more important. Manual processes and contracting professionals have been used thus far. With CaseGuard, artificial intelligence (AI) help automate the process of redacting records and provides additional tools to redact other protected items within these records with the ending goal of furnishing these public records accurately and in a timely manner.

Fiscal Impact

Amount: **$13,038 excluding WSST.**

Fund: **Prosecuting Attorney approved PSST 2023-2024 funds. Any overages not included in the Prosecuting Attorney's PSST request will be covered by the Prosecuting Attorney's Office.**

Recommendation

Recommend the Board of Benton County Commissioners approve the purchase of three twelve-month CaseGuard Studio Licenses (720 hours) in an amount not to exceed $13,038 excluding Washington State Sales Tax.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE OF THREE TWELVE-MONTH CASEGUARD STUDIO LICENSES FOR THE PROSECUTING ATTORNEY'S OFFICE FROM FINALCOVER LLC USING BOARD APPROVED PUBLIC SAFETY SALES TAX FUNDS

WHEREAS, the Prosecuting Attorney presented and was approved by the Board to purchase three licenses of CaseGuard Studio, electronic records redacting software during the 2023-2024 budget; and

WHEREAS, the Prosecuting Attorney's Office has reviewed three electronic records redacting solutions and found that CaseGuard Studio provided the most advantageous tools needed to redact electronic public records with a high degree of accuracy and efficiency; and

TechSmith Corp	Camtasia 2022	$899.97
FinalCover LLC	**CaseGuard Studio**	**$13,038**
PIMLOC, INC	Secure Redact	$22,500

WHEREAS, Information Technology has reviewed CaseGuard Studio and recommends the purchase of CaseGuard Studio from FinalCover, LLC; **NOW THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners hereby concurs with Information Technology's recommendation and approves the purchase of three twelve-month CaseGuard Studio licenses in the amount not to exceed $13,038 excluding Washington State Sales Tax to be paid for with Prosecuting Attorney approved Public Safety Sales Tax Funds; and

BE IT FURTHER RESOLVED, CaseGuard Studio's three twelve-month licenses shall auto-renew every twelve-months starting May 2, 2023 ending April 30, 2025.

Dated this 2 day of May , 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, Prosecuting Attorney

Prepared by: R. Heard

CaseGuard Studio - Powered by Finalcover LLC.

1700 N Moore St Suite 1928
Arlington VA 22209
United States
Toll: (855) 255-9955
P: (571) 446-4144

CaseGuard Studio Proposal - Premium Plan

March 8th, 2023
#0004715

Prepared for: Robert Heard

Benton County Washington
7122 W Okanogan Place Bldg #A120
Kennewick, WA 99336
United States

Prepared by: Nika Bekavac

Sales & Customer Support Member
Toll: 855-255-9955 ext. 1
Direct: (571) 446-4145
Email: Nbekavac@caseguard.com
Website: CaseGuard.com

CaseGuard Studio a product by finalcover LLC
P: (571) 446-4144
1700 N Moore St Suite 1928
Arlington VA 22209

Overview

We are pleased to submit this proposal. Over the past few years we've worked with hundreds of clients across law enforcement, healthcare, education, transportation, finance, and private businesses to deliver extraordinary software that helps you create, redact, and review media from start to finish. You don't have to have experience editing videos, managing records, or redacting data to get started using CaseGuard. Its intuitive workflows make editing and collaborating worry-free.

A secure, local desktop application, CaseGuard's intuitive design makes it easy for anyone to get started redacting and editing. Fast and powerful, CaseGuard is packed with key features and tools to keep your work flowing. It's what any good redaction software should be.

CaseGuard was founded by a group of award-winning software engineers who knew artificial intelligence could drastically improve redaction software. The team brings a wide set of experiences, from building software for government agencies and companies such as Amazon, Intel, and Google, to teaching computer science at leading universities. Through applying artificial intelligence and machine learning, CaseGuard makes redaction accessible to all.

Proposed Solution Pricing

Based on your agency needs, we recommend **CaseGuard Studio Premium Plan**. CaseGuard Premium is ideal for advanced video, audio, images, and document redaction needs as well as AI Analysis.

CaseGuard Studio a product by finalcover LLC
P: (571) 446-4144
1700 N Moore St Suite 1928
Arlington VA 22209

Licenses Pricing Annually

- **Three (3)** licenses of CaseGuard's annual **Premium** plan, including 48,000*3 = 144,000 pages of AI document Analysis per year, or 240*3 = 720 hours of automatic transcription and translations with automatic audio analysis and redaction, and
- **Six (6)** hours of **training**

We are happy to adjust these figures should you need to add/remove users or training hours.

Description	Rate	Qty	Line Total
CaseGuard Premium Annual Plan Includes 240 hours of transcription or 48,000 Pages of AI Document Analysis Per license	$3,948	3	$11,844
Hourly Training - Online	$199	6	$1,194
Subtotal			$13,038
Tax			$0.00
Total			**$13,038**

CaseGuard Premium

Premium is ideal for organizations such as law enforcement, government agencies, hospitals, public safety agencies, financial institutions, media institutions, and call

CaseGuard Studio a product by finalcover LLC
P: (571) 446-4144
1700 N Moore St Suite 1928
Arlington VA 22209

centers working with significant amounts of video, audio, and documents. This plan also offers AI automatic transcription and translation as well as AI Document Analysis.

Premium leverages a deep learning process called automatic speech recognition to convert audio to text quickly, making it possible to automatically transcribe and translate your recordings in up to 31 languages. It also analyzes documents and detects all private and sensitive information so it can automatically be edited, redacted, or highlighted.

Premium Studio Features

Video Redaction

Redacted video, with ease. Blur out faces, license plates, and screens in any kind of footage. Whether you need to redact one object or a hundred, you can take care of it quickly and efficiently. Compatible with any video from any source, CaseGuard accurately redacts your footage, saving you time and money.

Manual Video Redaction

Manual redaction is the most basic form of redaction available in CaseGuard. With Manual Redaction, you are doing the work of placing a shape and effect directly in the video. Once you finish drawing your shape, you'll playback the video to view the shape and make adjustments where necessary.

Object Tracking Video Redaction

Object Tracking is used to automatically redact any object in a video. It tracks the object you've drawn a shape over (e.g., a face, a sign, etc.) and follows its movement. It is useful when you want to:

- Reduce the time needed creating a manual redaction, and
- Track and redact an object that's moving

CaseGuard Studio a product by finalcover LLC
P: (571) 446-4144
1700 N Moore St Suite 1928
Arlington VA 22209

Automatic Video Redaction

Automatic Detection is the most powerful form of automatic redaction in CaseGuard Studio. With a couple of clicks, you can automatically Redact Faces, Licenses Plates, Vehicles, Persons, and Screens. Using the latest technologies in machine learning we were able to introduce the best solution to perform your redaction requirements in a timely manner. All you need to do is to select the object type you want to redact (Face, License Plate, Vehicle, Person, Screen), and the machine will apply the redaction to all objects that appear in your video.

Video Enhancement Tools

In CaseGuard Studio, there are dozens of preset effects available to enhance any video including but not limited to Blur, Pixelate, Contrast, Enhance Details, Sharpness, Brightness, Rotate, Flip, Grayscale, Invert Color, and more.

Video Editing Tools

Trim video files, create a fast-motion effect, and merge separate files into one file with CaseGuard's professional video editing tools.

Extract Audio from video

Extract any audio from any video file in a couple of clicks.

Audio Redaction

Muted/Bleeped audio, instantly. Sensitive data like names, phone numbers, addresses removed. Mute, bleep or resample audio, disguise voices, and protect sensitive information in a few clicks.

CaseGuard Studio a product by finalcover LLC
P: (571) 446-4144
1700 N Moore St Suite 1928
Arlington VA 22209

Manual Redaction

Redact any part of a file by muting, bleeping, or resampling parts of a track directly.

Audio Editing Tools (Cut, Merge, Drop Segments)

Trim audio files, create a fast-motion effect, and merge separate files into one file with CaseGuard's audio editing tools.

Automatic Audio Redaction

Find and redact information, ranging from Social Security Numbers (SSN, Employer Identification Numbers (EIN, phone, and more. Quickly highlight the word or phrase you want to redact with just one click.

Automatic Transcription & Captioning

Closed captioning and transcription, made easy. Get a complete transcript or closed captions for your audio or video file quickly, with automatic transcription.

Automatically Transcribe 31 Languages

Automatically transcribe any video or audio file in up to 31 languages, including English, Spanish, Arabic, Korean, Farsi, Russian, Turkish, and many more.

Translation

Translate your files into up to 31 languages. Need to translate an audio or video file? It's simple. With CaseGuard, you can translate your text into up to 31 different languages and easily export your translated text into a PDF file or add translated captions to your video.

Automatic Translation

Automatically translate your transcription into up to 31 languages.

CaseGuard Studio a product by finalcover LLC
P: (571) 446-4144
1700 N Moore St Suite 1928
Arlington VA 22209

Document Redaction

Sensitive data redacted. Whether you have personnel records, police records, bank records, medical records, FOIA requests, or any other type of document with sensitive information, CaseGuard can help with sanitizing your documents.

Manual PDF Redaction

Create and apply redactions across entire pages of your PDF document.

PDF Page Redaction

Create and apply a full-page redaction across entire pages of your PDF document.

PDF Find and Redact

Easily search and remove words or phrases in your document.

AI Automatic Document Analysis

AI Automatic Document Analysis is one of the most powerful forms of automatic redaction in CaseGuard Studio. Our Artificial Intelligence document analysis feature will help you automatically analyze your text, detect all identifiable and sensitive information like names, phone numbers, social security numbers, credit card information, addresses, license plate numbers, etc...

PDF Pattern Redaction

Quickly search and remove words or phrases that match named patterns in the text such as social security numbers, zip code, or credit card numbers.

CaseGuard Studio a product by finalcover LLC
P: (571) 446-4144
1700 N Moore St Suite 1928
Arlington VA 22209

PDF Redaction Color Coding

Change the look of redaction marks in CaseGuard Studio. Color coding your redaction marks makes it easier to scan a redacted document quickly to see why the information was removed.

Add a Watermark

Apply custom text or image watermarks to your documents. Easily add your organization's logo or information about the document's state (e.g., draft, confidential, for official eyes only, etc.).

Image Redaction

Redact text or objects in any image. Whether you need to remove part of a photo or all of it, CaseGuard makes it simple. With our image enhancement tools, you can highlight people, objects, and evidence with ease.

Image Enhancement Tools

In CaseGuard Studio, there are dozens of preset effects available to enhance any image including but not limited to Blur, Pixelate, Enhance Details, Contrast, Sharpness, Brightness, Rotate, Flip, Grayscale, Invert Color, and more.

Object Detection for images

If your document has images that contain private and sensitive information like faces, license plates, vehicles, persons, and screens. With a couple of clicks, you can automatically Redact them all. Using the latest technologies in machine learning we were able to introduce the best solution to perform your redaction requirements in a timely manner. All you need to do is to select the object type you want to redact (Face, License Plate, Vehicle, Person, Screen), and the machine will apply the redaction to all objects that appear in all images in your document.

CaseGuard Studio a product by finalcover LLC
P: (571) 446-4144
1700 N Moore St Suite 1928
Arlington VA 22209

Bulk Upload Redaction

Automate repetitive redaction tasks for all of your media files. With Bulk Upload Redaction, you can redact thousands of images and pages and hours of audio and video with a few clicks. What used to take days now can be done in minutes.

Bulk Video Redaction using Automatic Detection

Upload all of your videos and automatically redact faces, people, vehicles, license plates, and screens in one click.

Bulk Audio Redaction using Automatic Pattern Redaction

Upload your recordings and automatically redact sensitive information in a few quick steps.

Bulk PDF Redaction using Automatic Detection

Automatically analyze your PDF documents to find any word, sentence, or pattern including emails, phone numbers, social security numbers, credit card numbers, and more, then redact any or all of them in one click.

Bulk Image Redaction Using Automatic Detection

Automatically redacting thousands of images at once has never been easier. Upload all of your photos into CaseGuard and automatically redact faces, people, vehicles, license plates, and screens instantly.

Reporting and Logs

Digital evidence can be easily altered, which is why tracking how a file is handled is exceptionally important. CaseGuard logs all work performed on your files automatically.

CaseGuard Studio a product by finalcover LLC
P: (571) 446-4144
1700 N Moore St Suite 1928
Arlington VA 22209

Create Reports

Generate custom printable reports that document key information, such as:

- All file names
- Tasks performed
- Logs showing when and how files were modified
- Metadata
- Exemption logs, documenting why redactions occurred

Hardware Specifications

With any video processing software, the more powerful machine you use, the faster the results. Normally we suggest you try the application on the machines you currently have and if you find them too slow, you should consider investing in more powerful machines and/or components, because any program you utilize for this purpose will run slow and be interrupted on the machine used.

For detection speed, the only thing that makes a difference when it comes to speed is the video card. We recommend to have "**Nvidia GeForce RTX 3090**" or higher. However, if your budget does not allow it, CaseGuard supports a wide range of video cards, here is a list of the video cards that CaseGuard was tested on:

Graphics Card	Performance	Price
Nvidia GeForce RTX 3060	344	**$329**
Nvidia GeForce RTX 2060	255	**$350**
Nvidia GeForce GTX 1070	210	**$350**
Nvidia GeForce RTX 3060 Ti	413	**$399**
Nvidia GeForce GTX 1070 Ti	247	**$400**

CaseGuard Studio a product by finalcover LLC
P: (571) 446-4144
1700 N Moore St Suite 1928
Arlington VA 22209

Nvidia GeForce RTX 2060 SUPER	302	**$420**
Nvidia GeForce RTX 2070	317	**$450**
Nvidia GeForce RTX 3070	459	**$499**
Nvidia GeForce GTX 1080	252	**$500**
Nvidia GeForce RTX 2070 SUPER	332	**$520**
Nvidia GeForce RTX 3080	724	**$699**
Nvidia GeForce GTX 1080 Ti	350	**$700**
Nvidia Geforce RTX 2080 SUPER	365	**$750**
Nvidia GeForce RTX 2080	347	**$799**
Nvidia GeForce RTX 2080 Ti	476	**$1,199**
Nvidia GeForce RTX 3090	834	**$1,499**

If you are planning to buy a brand new machine, you can look at options that are close in specifications to this one:

Processor	3.8 GHz amd_r_series
RAM	16 GB DDR4 2933
Memory Speed	3000 MHz
Hard Drive	1000 GB flash_memory_solid_state
Graphics Coprocessor	NVIDIA GeForce RTX 2070 SUPER
Chipset Brand	NVIDIA
Card Description	Dedicated
Graphics Card Ram Size	12.00

CaseGuard Studio a product by finalcover LLC
P: (571) 446-4144
1700 N Moore St Suite 1928
Arlington VA 22209

We are happy to provide more information regarding the hardware if needed.

Testimonials

Spokane Police Department

Mike Snell | Police Records

My experience with CaseGuard started in March of 2017. They had been working with my agency since September of 2016, but I didn't come into the mix until March. We had a demonstration provided, and I was blown away. I remember thinking to myself "This can't *possibly* work that well – this is a demo, of course, they're going to show their software under ideal conditions!". They must have known what I was thinking, because we then used "real world" bodycam video's and we used videos with a variety of light levels, action levels, etc – and the software, while not perfect (nothing ever is) is at least 3-4x better than what I was using previously, for redaction.

For example - I was tasked to do "time trials" – how long it took to redact videos using the "old" method versus CaseGuard. CaseGuard is faster at the actual redacting process, more accurate, easier to use, and uses far fewer keystrokes, 100% of the time. (Now, think about the time saved, which is money saved, as well as "wear and tear" on the employee doing the redactions. 5000 separate keystrokes to redact a video, or 20? Which would you prefer?) Case in point - a video that took me 4 hours to redact using the "old" method, took me an hour and 5 minutes using CaseGuard.

This is just the tip of the iceberg. The folks I have been in contact with, are very responsive to requests for assistance, extremely knowledgeable, friendly, they have and

CaseGuard Studio a product by finalcover LLC
P: (571) 446-4144
1700 N Moore St Suite 1928
Arlington VA 22209

continue to help me numerous times throughout this process. They are also willing to listen to customer ideas about how to make things better with the program.

I truly cannot possibly say enough good things about this product, and my experiences with them. I am thrilled with my agency choice to use CaseGuard, so if you are considering getting imaging software for your agency – please, don't hesitate to give me a call, or send me an email, and I'm happy to tell you my experiences in full detail and answer any "real world" questions you may have.

Wichita Police Department

Krissie Lagana

The practical and real-life uses of CaseGuard redaction software. I have had the pleasure of using CaseGuard for almost a year now. I found CaseGuard to be a major asset to our Police Department.

Redaction is a necessary tool that goes hand in hand with body-worn videos. I found myself struggling with the daunting task of redacting videos, as my only redaction tool was extremely time-consuming, inaccurate, and not user-friendly.

I began my journey researching what redaction software programs were available and were able to try demos from different companies. This gave me practical experience with different products. My favorite by far was CaseGuard. I found CaseGuard to be user-friendly. I didn't have to learn new terminology to use the system. I was able to quickly navigate myself through the software and started redacting right away. With CaseGuard I was able to quickly, efficiently, and accurately redact videos. I used the software to not only redact body camera video, but also surveillance videos.

CaseGuard Studio a product by finalcover LLC
P: (571) 446-4144
1700 N Moore St Suite 1928
Arlington VA 22209

Through my journey, I found myself using CaseGuard software to benefit the Police Department in ways other than redactions. Ultimately, solving crimes is one of the major functions of the Police Department. I was able to use the enhancement feature built into CaseGuard to assist our detectives in identifying individuals. CaseGuard, along with good detective work, has been able to solve crimes. As a department, we have been able to enhance facial features, tag and vehicle information, and tattoos. This list will continue to grow as the needs of the department present themselves.

The customer service with CaseGuard is above any other company. I always get a hold of a knowledgeable staff member who is friendly and willing to go above and beyond to help me with my situation. Many situations I come across are situationally unique and I need someone who is knowledgeable to help me with my unique situation.

I am very proud to be a customer of CaseGuard. I look forward to growing and expanding with the company as it grows and evolves with body-worn cameras.

Notes

Maintenance, support, and upgrades for CaseGuard Studio are all included.

Terms

This proposal is valid for 90 days.

Menu TechSmith 3

Cart Details

Camtasia® 2022

Perpetual (Includes first year of Maintenance)

- 3 +

$899.97

Camtasia® Maintenance

Yearly Upgrades. Tech Support. Certification Courses.

Optional maintenance renewal every year on the anniversary of the original purchase date.

☐ Automatic payments. Cancel anytime.

Offers for You

We've curated some items to help you show what you know.

TechSmith Assets® for Camtasia

Subscription (Yearly)

$199.99 Add to Cart

Audiate®

Subscription (Yearly)

$299.99 Add to Cart

We use cookies to offer you a better browsing experience, analyze site traffic, and assist in our marketing efforts. To manage or deactivate these cookies, select "Customize Cookie Settings".

Customize Cookie Settings

Accept

Today's Order

Camtasia® 2022	$899.97
First year of Maintenance	**Included**
Subtotal	**$899.97**

Have a promo code?

Amount due today at checkout.
Tax will be calculated at payment.

TechSmith®

© 1995 - 2023, TechSmith Corporation, All Rights Reserved.

We use cookies to offer you a better browsing experience, analyze site traffic, and assist in our marketing efforts. To manage or deactivate these cookies, select "Customize Cookie Settings".

Customize Cookie Settings

Accept

pimloc

SECURE REDACT - VIDEO REDACTION SERVICES - 04/20/2023

OVERVIEW:

Pricing overview for Benton County, Washington to license the Secure Redact system on-premise in order to supply video redaction as part of their information technology solutions.

Pimloc Inc whose registered office is at 2140 South DuPont Highway, Camden, Delaware 19934, USA ("Pimloc"); is providing pricing for Benton County to utilize Secure Redact's on-premise, self-service, image, and video redaction software solution.

Pimloc is a British Technology company founded in 2016 as a specialist machine learning business; it has developed an underlying technology platform for the ingestion, processing, detection, and classification of visual content (faces, number plates, objects of interest). The 'Secure Redact' platform enables non-technical users to anonymise personal/sensitive content in video at scale.

REQUIREMENTS:

Pimloc has been asked to provide indicative pricing for the following:

- A software license to run Pimloc's Secure Redact solution on-premise to detect and anonymise faces and number plates captured in video recordings

- An ability to process an up to: **1 hour** of video per month, a total of **720 hours** for the year

- The videos are captured through a range of devices, encompassing a mixture of angles, positions, and camera formats

- The system will need to be capable of detecting and redacting:
    - Faces / heads
    - License plates
    - Name Badges

PIMLOC STATEMENT OF WORK:

Pimloc will provide the current Secure Redact system as software containers and APIs to run on Benton County infrastructure. This software will have a license attached to allow Benton County to host and run the application. The license will provide a specific volume of video processing hours for the existing Secure Redact solution.

Pimloc can provide software version upgrades, additional camera/season packs, additional object detection capability and on-going support and updates as needed throughout the course of the agreement.

Software upgrades: These will be made up from new Secure Redact software versions from the main code line along with specific versions that can be created / tuned for Benton County.

As part of the on-boarding process Pimloc would tune the Secure Redact system performance for Benton County by utilizing some of the existing Benton County video data. System improvements would only be made available to Benton County's software version. Pimloc will be improving system performance in the interim based on edge-case feedback from the initial trial (ie. snowy scenes, side cameras, faces in windows etc).

Pimloc can also activate the auto-improvement functionality for Secure Redact to store relevant video frames that can be used to further tune and improve system performance over time. This could be added to the solution on an on-going basis, with options to create new software versions each month initially, then quarterly and then yearly.

New data streams / types: Pimloc can also create additional system updates to review and maintain system performance levels for new countries, seasons, and object types. This will allow Benton County to bring on new data streams over time, from new countries / locations, without seeing any change in system performance.

On-going support: Pimloc can provide on-going technical and product support for the solution as required for the length of the contract.

pimloc

COST BREAKDOWN:

Yearly License Fee (1 hour per month)	$22,500 per year (Assumes min 3-year commitment)

ADDITIONAL FEES:

Setup and initial system deployment	$5,000 one-time fee
Software update support	Included
Custom Technical Support:	$100 per hour

All prices are excl sales tax, prices valid for 30 days from date of quotation, subject to Secure Redact Terms and Conditions.

SIGNATURES

Signed by SIMON RANDALL, a director, for and on behalf of PIMLOC LIMITED

.....
Director

PIMLOC INC
77 Van Ness Ave STE 101
PMB 1815
San Francisco CA, 94102

Signed by _____, a signing authority, for and on behalf of Benton County, Washington

.....
Director

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

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 04/18/23 BC 05/02/23
Subject:	Personal Services Contract with Somerset Counseling Center
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

The Benton-Franklin Counties Juvenile Justice Center has contracted with Somerset Counseling Center for several years to provide chemical dependency assessment and treatment to youth as ordered by the Court. The attached Personal Services Contract with Somerset Counseling Center has been written to provide for the services as outlined in the CDDA (Chemical Dependency Disposition Alternative) portion of the Consolidated Juvenile Services contract between the Juvenile Court and the State of Washington.

Somerset Counseling Center's current contract expires June 30, 2023. The Benton-Franklin Counties Juvenile Justice Center wishes to continue contracting with Somerset Counseling Center. The attached Personal Services Contract commences on July 1, 2023 and expires on June 30, 2025.

Fiscal Impact

The fiscal amount is not to exceed $32,000.00. These services are paid from state funds. There is no fiscal impact to the county budgets.

Recommendation

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign the Personal Services Contract between Somerset Counseling Center 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 AWARDING SOMERSET COUNSELING CENTER, A PERSONAL SERVICES CONTRACT TO PROVIDE YOUTH OUTPATIENT CHEMICAL DEPENDENCY TREATMENT SERVICES

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

WHEREAS, Benton and Franklin Counties have a contract with Somerset Counseling Center to provide outpatient treatment services through the Chemical Dependency Disposition Alternative (CDDA) from July 1, 2021 through June 30, 2023 via Benton County Resolution numbered 2021 669 and Franklin County Resolution numbered 2021 199; and

WHEREAS, the Juvenile Administrator recommends entering into a new Personal Services Contract; **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 and hereby award the Personal Service Contract to Somerset Counseling Center in an amount not to exceed $32,000.00; and

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

BE IT FURTHER RESOLVED, the term of the attached contract commences July 1, 2023 and expires on June 30, 2025.

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 of the Board

_____
Chair Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

_____
Clerk of the Board

BENTON-FRANKLIN COUNTIES
PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision of the State of Washington, 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 **Somerset Counseling Center**, a corporation organized under the laws of the State of Washington with its principal office at 1305 Mansfield Street, Suite 6, Richland, WA 99352 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

a. Exhibit A - Specific Terms and Conditions;
b. Exhibit B - Scope of Services;
c. Exhibit C - CDDA Services Reimbursement Rates;
d. Exhibit D - CDDA/Drug Court Referral Response Form;
e. Exhibit E - CDDA Evaluation Report and Treatment Plan; and
f. Exhibit F - Treatment Progress Report.

2. DURATION OF CONTRACT

The term of this Contract shall begin on **July 1, 2023** and shall expire on **June 30, 2025.** 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 youth outpatient chemical dependency treatment services. A detailed description of the services to be performed by the Contractor is set forth in Exhibit A, "Specific Terms and Conditions" and Exhibit B, "Scope of Services", which are 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 COUNTIES.

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

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

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

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: Jaime Carson
Executive Director
1305 Mansfield Street Suite 6
Richland WA 99352
Phone: (509) 942-1624
Email: jaime@somersetcounseling.org

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

5. COMPENSATION

a. For the services performed under this Contract, the CONTRACTOR shall be paid as follows: A detailed description of the procedures for reimbursement, limitations on reimbursement, and compensation to be paid by the Counties is set forth in Exhibit A, "Specific Terms and Conditions," Exhibit B, "Scope of Services," and Exhibit C, "CDDA Services Reimbursement Rates", which are attached hereto and incorporated herein by reference.

b. The maximum total amount payable by the Counties to the Contractor under this Contract shall not exceed Thirty-Two Thousand Dollars ($32,000.00).

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

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

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

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

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

6. AMENDMENTS AND CHANGES IN WORK

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

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

7. HOLD HARMLESS AND INDEMNIFICATION

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

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

c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach

of any common law, statutory or other delegated duty by the CONTRACTOR, or the CONTRACTOR'S employees, agents or subcontractors.

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

a. **Professional Liability Insurance:** Prior to the start of work under this Contract, the CONTRACTOR shall secure and maintain at its own expense Professional Liability Insurance appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than one million dollars ($1,000,000) each claim and in the aggregate. Such insurance will 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 COUNTIES with proof of all such insurance.

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

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

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

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

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

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

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

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

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

e. **Other Insurance Provisions:**

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

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

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

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

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

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

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

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

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

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

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

Chapter 48.15 RCW and Chapter 284-15 WAC.

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

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

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

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

9. TERMINATION

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

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

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

d. The CONTRACTOR shall have a right to terminate this Agreement upon ten (10) days advance written notice to the COUNTIES in the event the COUNTIES fails to comply with any of the provisions of this Agreement or upon thirty (30) days written notice without cause.

10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

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

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

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

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

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

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

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

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

13. COMPLIANCE WITH LAWS

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

14. OTHER PROVISIONS

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

a. Background Check/Criminal History

1. In accordance with chapters 388-700 WAC, 72.05 RCW, and 43.20A RCW the Contractor and/or Counties shall be required to conduct background check/criminal history

clearance for all employees, subcontractors, and/or volunteers who may or will have regular access to any client/juvenile.

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

b. Sexual Misconduct

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

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

15. INSPECTION OF BOOKS AND RECORDS

The COUNTIES may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep all records required by this Contract for six (6) years after termination of this Contract for audit purposes. The Contractor shall also keep all fiscal and clinical books, records, documents and other material relevant to this Contract in accordance with WAC 388-805-320 and the WAC Implementation Guide.

16. NONDISCRIMINATION

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

17. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

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

18. PATENT/COPYRIGHT INFRINGEMENT

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

19. DISPUTES

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

20. CONFIDENTIALITY

The CONTRACTOR and its employees, subcontractors, and subcontractors' employees shall maintain the confidentiality of all information provided by the COUNTIES or acquired by the COUNTIES in performance of this Contract, except upon the prior written consent

of the COUNTIES' authorized representatives or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTIES written notice of any judicial proceeding seeking disclosure of such information.

21. CHOICE OF LAW, JURISDICTION AND VENUE

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

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

22. SUCCESSORS AND ASSIGNS

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

23. SEVERABILITY

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

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

24. ENTIRE AGREEMENT

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

25. NOTICES

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

26. SURVIVABILITY

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

27. LITIGATION HOLD NOTICE

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

28. PUBLIC RECORDS ACT

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

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

- This section left blank intentionally -

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

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

Somerset Counseling Center	**Benton Franklin Counties Juvenile Justice Center**
Jaime Carson 3/14/2023	3/31/2023
Jaime Carson **Date** **Executive Director**	**David Wheeler** **Date** **Juvenile Court Administrator**
BENTON COUNTY APPROVAL	**FRANKLIN COUNTY APPROVAL**
Approved as to Form: 033023 Stephen Hallstrom, Deputy Prosecuting Attorney Date	Approved as to Form: Civil Deputy Prosecuting Attorney Date
By: _____ Name: _____ Title: _____ Date: _____	By: _____ Name: _____ Title: _____ Date:
Attest: Clerk of the Board: _____	Attest: Clerk of the Board: _____

EXHIBIT A

SPECIFIC TERMS AND CONDITIONS

CDDA Youth Outpatient Treatment Services

I. DEFINITION OF TERMS

A. **ASAM**: acronym for "American Society of Addiction Medicine". ASAM Patient Placement Criteria provides guidelines based on a medical model for placement, continued stay and discharge of patients with alcohol and other drug problems covering all levels of treatment including detoxification, outpatient treatment and inpatient services.

B. **BFJJC**: Benton-Franklin Counties Juvenile Justice Center.

C. **Assessment**: the formal diagnostic procedure to determine the presence of chemical dependency.

D. **Case Management**: activities aimed at linking the service system to a consumer and coordinating the various system components in order to achieve a successful outcome. The objective of case management is continuity of services. Case management is essentially a problem-solving function designed to ensure continuity of services and to overcome systems rigidity, fragmented services and inaccessibility of services. **- OR -** Case finding, case planning, case consultation, and referral services for youth, including intensive case management for adolescents for the purpose of linking them to assessment and treatment, or maintaining them in treatment and other support services. Does not include direct treatment services in this sub-element.

E. **CDDA**: Chemical Dependency Disposition Alternative, a statutory provision (RCW 13.40.165).

F. **DASA**: acronym for "Washington State Department of Social and Health Services Division of Alcohol and Substance Abuse".

G. **DSHS**: acronym for "Washington State Department of Social and Health Services."

H. **Examination**: the report that is submitted which will be used by the court to determine if the youth is chemically dependent and amenable to treatment and includes all components as defined in RCW 13.40.165.

I. **JPC:** acronym for Juvenile Probation Counselor

J. **TARGET**: acronym for "Treatment, Assessment Report Generation Tool".

K. **Title XIX**: Title XIX of the Social Security Act.

L. **Youth Patient**: youth and young adults age thirteen (13) through twenty (20) years of age.

II. PERFORMANCE STANDARDS AND LICENSING

Somerset Counseling Center (hereinafter the Contractor) shall maintain certification as an "Approved Treatment Facility" as set forth by DASA. The Contractor shall maintain a Chemical Dependency Treatment Title XIX contract with DSHS. A copy of the certification shall be submitted to the Counties upon request.

III. COMPLIANCE WITH SPECIFIC LAWS AND REGULATIONS

All services provided under this contract shall meet the standards for program operation set forth in chapter 70.96A RCW, RCW 13.40.165, and chapter 388-805 WAC. Fiscal management of this contract shall be in accordance with DASA Budgeting, Accounting and Reporting System (BARS) Manual and fiscal policies.

IV. REIMBURSEMENT PROCEDURES

Services rendered under this contract shall be reimbursed on a FEE FOR SERVICES basis. Services shall be provided per the attached **Scope of Services (Exhibit B)**. Compensation rates shall be per **Exhibit C, CDDA Services Reimbursement Rates**.

The Contractor shall submit an invoice, on a format approved by BFJJC, for the services provided under this contract. Back up documentation with the invoice shall include a detailed monthly **Treatment Progress Report (Exhibit F)** for each child, which shall be submitted no later than the 5th of the month following the month during which services were performed under this contract. The invoice shall be submitted by the 4th day of the month following the month during which services were performed under this contract. BFJJC shall process claims for reimbursement after all supporting documentation is provided in correct and proper form. Claims for reimbursement received after said date will be processed in the succeeding month's claims for reimbursement. Payment shall be made for services included in claims submitted within forty (40) days following the month during which services were performed under this contract. Payment will be made when insurance or Title XIX claims have been disapproved and are submitted within 120 days following the month during which services were performed under this contract.

V. REIMBURSEMENT LIMITATION

The total amount of reimbursement requested shall not exceed the total contract award.

VII. RECORDS RETENTION

The Contractor shall retain all fiscal and clinical books, records, documents and other materials relevant to this contract in accordance with WAC 388-805-320 and the WAC Implementation Guide. The Contractor shall comply with all state and federal requirements regarding the confidentiality of patient records including, but not limited to, the federal Regulations for the Confidentiality of Alcohol and Drug Patient Records, 42 CFR Part 2.

VIII. TREATMENT SERVICES, CONTACT, AND REPORTING REQUIREMENTS

The Contractor shall promptly forward all required reporting forms, completed in the prescribed detail and submitted on the dates set forth by BFJJC. Required case contacts and reports, with the applicable date due, are as follows:

The Contractor will provide the following Chemical Dependency Disposition Alternative (CDDA) services to Drug Court Youth and CDDA eligible youth referred by the BFJJC:

A. The Somerset Counseling Center will provide outpatient treatment to chemically dependent CDDA youth, which will emphasize enhancing linkages with community-based services to provide a comprehensive continuum of care.

Treatment needs will be determined prior to sentencing through the use of a statewide risk assessment. The risk assessment is used as a screening tool to refer potentially eligible youth to the CDDA program for a more thorough evaluation of chemical dependency and related problems. Somerset Counseling Center will complete a DASA certified youth assessment on those youth referred for a CDDA evaluation who have not been assessed by the Benton-Franklin Counties Substance Abuse Assessment Center. Levels of care will be determined by the ASAM Placement Criteria.

Track I (May serve both Committable and Locally Sanctioned Youth)

Services provided by CDDA Contracted Inpatient Providers and DASA Certified Inpatient Providers:

- Assessment
- Interim Treatment
- Intensive Inpatient
- Community Based Intensive Outpatient
- Phase II Outpatient

Track II (May serve both Committable and Locally Sanctioned Youth)

Services provided by Somerset Counseling Center:

- Prescreen
- Assessment
- Pre-Treatment
- Community Based Intensive Outpatient
- Phase II Outpatient

NOTE: Random Urinalysis Testing will be applied throughout each track.

B. The CDP or CDPT will have weekly telephone contact or face-to-face contact, as needed, with the Case Manager to review the treatment plan and the status/progress of the youth, including information about transition to another phase of treatment.

C. The CDP or CDPT will submit a written "progress" report to the Court on a monthly basis.

D. The CDP or CDPT will attend the multi-disciplinary staffing, including youth and family, scheduled seven to ten days before the CDDA youth's initial transition into the next phase of treatment and every other month thereafter as scheduled by the Case Manager.

E. Somerset Counseling Center will maintain a partnership with the Counties' Crisis Response Center, Lourdes Counseling Center, Lutheran Social Services, and Sunderland Family Services to determine mental health issues and needed treatment, including medication management. The CDP or CDPT will make referrals and will integrate any required medication into all phases of treatment.

F. The CDP or CDPT will discuss the need for an inpatient bed with the CDDA Case Manager or CDDA/Drug Court Case Manager following assessment, but prior to sentencing. The CDP or CDPT will make the referral and contact the inpatient facility for availability. The CDDA youth will receive Phase I Intensive Outpatient for 90 days within the community once he/she has returned from Intensive Inpatient Treatment. If no inpatient beds are available, then an interim treatment program will be provided by Somerset Counseling Center until a treatment bed becomes available.

G. The CDDA/Drug Court Case Manager or will notify Somerset Counseling Center of the need for a DASA certified youth assessment. If the youth is residing in the community prior to the disposition, he/she will be given an appointment day and time for the assessment at Somerset Counseling Center. If the youth is in Detention pending disposition, Somerset Counseling Center will complete the CDDA assessment in Detention. Priority will be given to requests for a CDDA assessment due to the Court's time constraints.

H. Somerset Counseling Center will enter data into the DASA Target System after completion of the CDDA assessment. If the youth is given the CDDA sentencing option and is referred for local treatment through Somerset Counseling Center, that agency will input all data into the Target System.

I. Somerset Counseling Center CDP or CDPT staff will have/have had cultural awareness/diversity training and will utilize the expertise and assistance from a DASA Certified Interpreter, when needed.

J. Somerset Counseling Center will participate in weekly Drug Court Team case staffing as requested by the Drug Court Coordinator or CDDA Drug/Court Case Manager.

K. The involvement of the family in a youth's recovery is recognized as an important part of the treatment and after-care process. The CDP or CDPT and Case Manager will meet with the youth, family and probation counselor as soon as possible after the youth is identified as a CDDA client. The CDP or CDPT will work closely with the Case Manager to assist in maintaining ongoing contact with the family support system, unless they are unavailable, with the hope of building rapport and developing a positive support system for the CDDA youth.

L. Reports are due, are as follows:

REPORT	DATE DUE
Weekly Treatment Progress Report	Wednesday before 5:00 p.m. for each youth in treatment under this contract (Exhibit F)
Monthly Invoice for CDDA funded Payment and Service Data Report	4th of each month following service provision
Copy of CDDA Youth portion of the documentation Title XIX Services	4th of each month following service provision

IX. SUBCONTRACTING

The Contractor is prohibited from subcontracting any funding and/or services contained within this contract with the exception of personal services' contracts with individual substance abuse professionals.

X. MONITORING AND EVALUATION

The Contractor shall cooperate with BFJJC in evaluation activities deemed appropriate by BFJJC.

XI. LOCATION OF SERVICES

Services provided under this contract shall be made available within Benton and Franklin Counties. The Contractor shall not deny services to eligible patients based upon county of residence.

XII. PATIENT ELIGIBILITY

The Contractor shall determine at time of intake if the patient has medical insurance that covers chemical dependency treatment services. If the patient has medical insurance that provides coverage for chemical dependency treatment services, the medical insurance must be used to pay for the treatment services, regardless of income. The Contractor shall consult with the BFJJC CDDA Case Manager for unclear or unusual situations.

The Contractor shall develop and employ policies and procedures to screen all patients for possible Title XIX eligibility and assure that patients receiving services supported by Title XIX funds meet the eligibility requirements in accordance with the billing instructions for Chemical Dependency Title XIX contractors.

EXHIBIT B

SCOPE OF SERVICES

CDDA/DRUG COURT YOUTH COMMUNITY OUTPATIENT TREATMENT SERVICES

I. SERVICE DEFINITION

CDDA/Drug Court Youth Community Outpatient Treatment Services provides substance abuse assessment and treatment services according to a prescribed plan in a non-residential setting. Youth and their families, who have been referred from BFJJC and identified as a part of the CDDA/Drug Court program, are eligible for subsidized services under this contract.

II. LICENSING AND PROGRAM STANDARDS

A. The Contractor shall be reimbursed on a fee for service basis. A unit of service is defined as one hour of outpatient counseling provided by a chemical dependency professional (sometimes referred to herein as a counselor) or a chemical dependency professional trainee under supervision of a chemical dependency professional as provided in chapter 388-805 WAC.

B. The Contractor and the BFJJC will collaboratively develop protocol for maintaining linkages with juvenile courts, JRA offices, the youth's family, mental health services, residential youth treatment programs and other related individuals or organizations who may be involved in providing support services for patients.

C. The Contractor shall submit weekly treatment status reports on the CDDA/Drug Court patient's progress in treatment to the CDDA/Drug Court Coordinator or monthly treatment status reports on the CDDA patient's progress in treatment to the CDDA Coordinator, per RCW 13.40.165(6).

D. The Contractor shall develop a staff training plan and make training available to assure treatment staff receive information/education for addressing the specific issues related to youth and participate in ongoing training with the medical, health, and social service providers in the community.

E. The Contractor will develop a treatment plan for each CDDA/Drug Court youth that is specific to the gender, ethnicity, cultural and developmental needs of that youth.

III. ELIGIBILITY

Services shall be provided to court-referred chemically dependent youth patients only, in accordance with this contract and applicable state laws, rules and regulations.

IV. REIMBURSEMENT POLICIES

The Contractor shall be reimbursed for treatment services that meet the definition of medical necessity as determined by ASAM Patient Placement criteria or are court ordered by Benton and Franklin Counties Juvenile Court.

V. REIMBURSEMENT LIMITATION

A. The Contractor shall bill according to the following sequence:

1. Contractor will vigorously pursue insurance coverage first. If a CDDA/Drug Court youth has insurance coverage, Contractor will work with the youth and family to obtain the full value of that coverage.

2. Contractor will obtain financial information from all CDDA/Drug Court youth and parents and advocate for and facilitate enrollment of all youth eligible for Title XIX. The Contractor shall make every effort to maximize the use of federal funds provided through Title XIX as a second source of treatment revenue, by identifying those patients who qualify for Title XIX, by billing Title XIX for treatment services for such patients and maximizing the use of state funding as match for Title XIX services. Charging non-Title XIX expenditures for services rendered to Title XIX eligible patients shall constitute an overpayment.

3. CDDA funds will be used first for assessment and urinalysis costs.

B. The Contractor shall assure that a unit of service is billed to only one contract and that these funds are not used to supplement for the difference in rates between funders allowed for units of service.

VI. CDDA EVALUATION

A. CDDA examinations, upon request from BFJJC, shall be conducted by a chemical dependency professional supervised by the Contractor. The examination shall include a chemical dependency assessment, a proposed treatment plan, and the availability of treatment as well as all other components identified in RCW 13.40.165. The evaluation report shall be provided to the CDDA /Drug Court Case Manager or CDDA Case Manager on the **CDDA or Drug Court Referral Response Form (Exhibit D)** and the **CDDA Evaluation Report and Treatment Plan (Exhibit E).** These forms may be amended as required by written mutual agreement of the Contractor and the Juvenile Probation Counselor (JPC).

B. When requested, the **CDDA/Drug Court Evaluation Report and Treatment Plan** shall contain at a minimum the following:

1. The respondent's version of the facts and the official version of the facts, the respondent's offense history, an assessment of drug-alcohol problems and previous treatment attempts, the respondent's social educational, and employment situation, and other evaluation measures used.

2. The respondent's amenability to treatment and relative risk to the community. A proposed treatment plan shall be provided and shall include, at a minimum:

    a. Whether inpatient and/or outpatient treatment is recommended;
    b. Availability of appropriate treatment;
    c. Monitoring plans, including any requirements regarding living conditions, lifestyle requirements, and monitoring by family members, legal guardians, or others;
    d. Anticipated length of treatment;
    e. Recommended crime-related prohibitions; and
    f. Whether the respondent is amenable to treatment.

C. The Contractor shall use the DASA approved Dependency Assessment Tool to administer all assessment referrals from JPC related to the CDDA program.

D. The Contractor shall document efforts to involve the parents or other family members in the assessment process.

E. The Contractor shall provide a completed **CDDA or Drug Court Referral Response Form (Exhibit D)** within 72 hours of receiving the referral for in-custody juveniles or of the assessment interview for out-of-custody juveniles. The Contractor shall provide the completed **CDDA Evaluation Report and Treatment Plan (Exhibit E)** to BFJJC within seven (7) days of completing the assessment.

VII. TREATMENT PLANNING

A. Services shall be delivered in accordance with the individualized treatment plan developed for every youth served in this program. ASAM Patient Placement criteria shall be used in developing and regularly updating the individualized treatment plan. Each treatment plan shall contain a goal of abstinence from alcohol or other drug usage. Each treatment plan shall contain original signatures of patient and counselor.

B. The treatment plan shall identify those services to which the patient and his/her family will be referred for medical, mental health and other forms of assistance. The Contractor will consult with the Juvenile Probation Counselor to provide one integrated plan of service including chemical dependency treatment, juvenile court provided programs and other

community services that address the youth's specific gender, ethnicity, cultural and developmental needs.

C. Individualized progress notes shall be completed for each patient participating in individual counseling sessions and in-group counseling sessions. Progress notes shall also be completed for family members receiving services. The individualized progress notes shall document date of session, duration of session, summary of discussion occurring during the session, indication of the patient's commitment to treatment, and description of problem addressed in relation to treatment plan, and shall be signed by the counselor. In addition, sign-in sheets shall be maintained for all group-counseling sessions.

VIII. SERVICE SPECIFICS

A. The Contractor shall assure that services are designed and delivered in a manner sensitive to the needs of all ethnic minorities.

B. The Contractor shall attempt to gain participation of the families of patients in treatment. All interactions with families of patients shall be documented in respective patient files. Services to family members may be provided in either individual counseling sessions or group counseling sessions, as outlined in the individualized treatment plan of each patient

C. Youth needing a mental health assessment or medications will be referred to a mental health and/or medical provider.

D. Minimum Program Requirements

1. Utilize a DASA approved assessment process. Currently, the DASA Adolescent Biopsychosocial Diagnostic Intake ASAM assessment is preferred.

2. Utilize the "Case Management Standards for Chemically Dependent Youth". Provide case management by either provider or court whichever agency is performing the standards.

3. Conduct random urinalysis testing

4. Provide a signed letter of agreement between the Juvenile Court Administrator and County Drug and Alcohol Coordinator, describing the plan, other funding resources and vendor partnerships.

5. Each project must be consistent with proven effective elements detailed in **The Effectiveness Standards for Treatment of Chemical Dependency in Juvenile Offenders: A Review of the Literature** (UW, January 1998).

6. Treatment should be delivered in the least restrictive setting, while considering issues of community safety.

7. Treatment must be comprehensive and address the problems identified by the evaluation process (e.g., psychiatric disturbance, and sexual abuse).

8. Treatment must involve family, or a family substitute, in all aspects of planning, discharge recommendations, and continuing care.

9. Cognitive-behavioral therapy with youth and families should be the primary therapeutic techniques. The 2002 University of Washington CDDA Report cites Function Family Therapy as an effective program for a family intervention and recommends family therapy services for improved outcomes with CDDA youth.

10. General life skills, decision-making, and coping-skills education and training should be provided.

11. Relapse prevention must be stressed.

12. Treatment must be a continuum of care. Upon discharge from a program, additional services are provided and coordinated in decreasing frequency, so that each adolescent will have services available for at least 12 months.

13. Courts utilizing a deferred disposition order or stipulated order of continuance for CDDA eligible youth shall ensure that youth meet all statutory eligibility, treatment, and case management standards.

EXHIBIT C

CDDA SERVICES REIMBURSEMENT RATES
July 1, 2021 – June 30, 2023

A. **Assessment**. The maximum fee payable for a CDDA assessment is **One Hundred Seventy-Eight Dollars and Eighty-One Cents ($178.81)**. Services shall be documented and billed monthly on the invoice and the Treatment Progress Report as attached in Exhibit F.

B. **Treatment**. The Contractor shall bill the Counties at the rate contained in subsection C, below in accordance with the Plan/Alternative Plan as ordered by the Court including reasonable charges for consultations with collateral contacts and report writing. Appointments missed or canceled by the client less than twenty-four (24) hours prior to the appointment time may be billed; however, the Contractor may bill the Counties for only one "no show" (failure to appear) missed appointment per client for any six-month period of time. The Contractor shall immediately notify the JPC of said unexcused absence and shall schedule no further appointments for the client until the problem that caused the "no show" has been resolved. If the Contractor is late or the session is shortened, the appointment shall be charged to the nearest one-half.

C. **Rates/Fees**. The rates and/or fees charged to the Counties by the Contractor shall be:

1. **Intensive Outpatient Treatment**

   a. At least 6 hours but not more than 8 hours of Group Counseling/week **@ $52.68/hour, maximum per client per month $2,107.20**

   b. 1 hour of Individual Counseling/week @ **$140.40/hour, maximum per client per month $702.00**

   c. Random urinalysis (4/month) @ **$30.59 each, $122.36/month**

2. **Phase I Structured Outpatient Continuing Care**

   a. At least 3 hours but not more than 6 hours of Group Counseling/week **@ $52.68/hour, maximum per client per month $1,580.40**

   b. 1 hour of Individual Counseling/week @ **$140.40/hour, maximum per client per month $702.00**

   c. Random urinalysis (4/month) @ **$30.59 each, $122.36/month**

3. **Community-Based Outpatient or Phase II-Outpatient Continuing Care**

   a. 1 hour of Support Group/week @ **$52.68/hour, maximum per client per month $263.40**

   b. 1 hour of Individual Counseling/week @ **$140.40/hour, maximum per client per month $702.00**

   c. Random urinalysis (3/month) @ **$30.59 each, $91.77/month**

4. **Pre-Treatment (within a 14-day period only)**

   a. Individual Counseling Brief @ **$43.23/hour, $86.46 maximum per client per month**

   b. Urinalysis 1 only @ **$30.59**

EXHIBIT D

CDDA OR DRUG COURT REFERRAL RESPONSE FORM

YOUTH NAME: _____

( ) Youth eligible for CDDA

( ) Youth eligible for Drug Court CDDA

( ) Youth is not eligible for CDDA

a. Is not chemically dependent

b. Is chemically dependent but not amenable

( ) Youth needs:

( ) Inpatient Treatment

( ) Outpatient Treatment

Probation Counselor _____

Assessment Counselor _____

EXHIBIT E

CDDA Evaluation Report and Treatment Plan

Name: _____

Address: _____

SCOMIS No: _____

On _____, _____ was evaluated for a Chemical Dependency Disposition Alternative. Administered were the Adolescent Drug Abuse Diagnosis Interview Instrument and the K-SADS Interview. Based upon the information gathered and comparison with the DSM IV, _____ meets the criteria for _____ Dependency.

1. DSM IV Rationale

A. Pattern of established use:

B. Impairment of social or occupational functioning:

C. Tolerance or withdrawal:

D. Continued use despite adverse consequences and failed treatment attempts:

2. Substance Use History:

3. **Social History:**

4. **Offense History:**

5. **Education and Employment History:**

6. **Client's version of the facts:**

7. **Official version of the facts:**

8. **Amenability to Treatment:**

9. **Community Risk:**

Recommendations: Based on the information gathered and diagnostic impression,____ _____ meets the criterion for a Chemical Dependency Disposition Alternative. Please see attached treatment plan.

EXHIBIT F
Treatment Progress Report
(Circle) CDDA/Drug Court/ARY Drug Court/Probation

CLIENT NAME: _____ **TX Agency: Northwest Alternatives**

Review Period Month — Next Court Date:

From: _____ To: _____ _____ / _____ / _____ / _____ / _____

Probation Counselor _____ **TX Phase: 1 2 3**

Group and Individual Attendance:

A = Absent	P = Present	I = Intake	E = Evaluation

Date:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Group:																															
Individual:																															

Drug Testing:

RP = Results Pending	+ = Positive	- = Negative	M = Missed	AL = Alcohol	C = Cocaine
ME = Methamphetamine	OP = Opiate	THC = Marijuana	Oth = Other		

Date:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Code:																															
Positive Drug Code:																															

Number of sober support meetings **RECOMMENDED** ____ **ATTENDED** _____ **VERIFIED** ____

Progress Notes:

Week 1: _____

Progress in TX: Fair Good Excellent Poor Non-compliant Relapsing

Week 2: _____

Progress in TX: Fair Good Excellent Poor Non-compliant Relapsing

Week 3: _____

Progress in TX: Fair Good Excellent Poor Non-compliant Relapsing

Week 4: _____

Progress in TX: Fair Good Excellent Poor Non-compliant Relapsing

Week 5: _____

Progress in TX: Fair Good Excellent Poor Non-compliant Relapsing

Recommendations: _____

Employed: **Yes** **No** **Employer:** _____

Attending School: **Yes** **No** **School Name:** _____

Counselor Signature **Date:** _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 04/18/23 BC 05/02/23
Subject:	Award Public Works Contract to Tradeservices Northwest, Inc. dba Mr. Rooter Plumbing
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

The Benton-Franklin Counties Juvenile Justice Center solicited proposals from contractors on the Benton County Small Works Roster for on-call plumbing maintenance and repair services for the Juvenile Justice Center.

Only two proposals were received:

- Clearwater Tech, LLC dba Roto Rooter Service, Pasco, WA (UBI No. 603-254-301) - $45,925.00 quote, excluding WSST
- Tradeservices Northwest, Inc. dba Mr. Rooter Plumbing, Kennewick, WA (UBI No. 602-002-876) - $40,595.83 quote, excluding WSST

The Juvenile Administrator determined that Tradeservices Northwest, Inc. dba Mr. Rooter Plumbing was the lowest responsive bidder.

Fiscal Impact

Amount not to exceed $41,000.00, excluding WSST, to be paid out of Current Expense Dept. 172 Facilities Budget. No supplemental required.

Recommendation

The Juvenile Administrator reviewed the proposal and recommends contracting with Tradeservices Northwest, Inc., dba Mr. Rooter Plumbing.

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 AWARDING TRADESERVICES NORTHWEST, INC. DBA MR. ROOTER PLUMBING THE PUBLIC WORKS CONTRACT FOR "ON CALL" PLUMBING MAINTENANCE AND REPAIR AT THE BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER, KENNEWICK, WA

WHEREAS, the following quotes were solicited from the MRSC Small Works Roster for "on-call" plumbing maintenance and repairs:

- Clearwater Tech, LLC dba Roto Rooter Service, Pasco, WA (UBI No. 603-254-301) - $45,925.00, excluding WSST
- Tradeservices Northwest, Inc. dba Mr. Rooter Plumbing, Kennewick, WA (UBI No. 602-002-876) - $40,595.83, excluding WSST

WHEREAS, the Juvenile Administrator determined that Tradeservices Northwest, Inc. dba Mr. Rooter Plumbing was the lowest responsive bidder; and

WHEREAS, the Juvenile Administrator recommends awarding the Public Works Contract to Tradeservices Northwest, Inc. dba Mr. Rooter Plumbing; **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 and hereby award the Public Works Contract to Tradeservices Northwest, Inc. dba Mr. Rooter Plumbing in an amount not to exceed $41,000.00, excluding WSST; and

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

BE IT FURTHER RESOLVED, the term of the attached contract shall commence April 1, 2023, and shall expire on June 30, 2024.

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 of the Board

_____
Chair Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest: Clerk of the Board

_____

BENTON-FRANKLIN COUNTIES
PUBLIC WORKS CONTRACT

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between Benton County, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision of the State of Washington, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place, Suite 106, Kennewick, WA 99336 (hereinafter "COUNTIES"), and **Tradeservices Northwest Inc., dba Mr. Rooter Plumbing** a corporation organized under the laws of the State of Washington with its principal offices at 214610 E SR 397, Kennewick, Washington 99336 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

a. Exhibit A - Bid Form and Rate Sheet dated March 16, 2023; and
b. Exhibit B - Washington State Prevailing Wage Rates for Public Works Contracts.

2. DURATION OF CONTRACT

The term of this Contract shall begin on April 1, 2023 and shall expire on June 30, 2024. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date. The COUNTIES reserve the right to renew the Contract for one (1) year without advertising.

3. SERVICES PROVIDED

a. The CONTRACTOR shall provide on-call plumbing and repair work as directed by the Counties for the Benton-Franklin Juvenile Justice Center location. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Plumbing Maintenance and Repair Services", which is attached hereto and incorporated herein by reference.

b. In the event that the requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTIES of that fact and shall coordinate with COUNTIES to complete the work in conjunction with the other contractor. In the event that the requested work requires, under State or local law, the issuance of a building or other permit, CONTRACTOR shall be responsible for procuring such permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTIES for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur.

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

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

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

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

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

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

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:	Shaylin E. King, President
Address:	214610 E SR 397 Kennewick, WA 99336
Phone:	509-307-9652
Cell:	509-628-9069
Email:	Shaylin.mrrootertc@gmail.com

b. For COUNTIES:

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

5. COMPENSATION

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

b. The maximum total amount payable by the COUNTIES to the CONTRACTOR under this Contract shall not exceed Forty One Thousand Dollars and Zero Cents ($41,000.00), not 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 COUNTIES promptly in writing if the CONTRACTOR'S cumulative accounts receivable attributable to the COUNTIES, 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.

c. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages via https://secureaccess.wa.gov/ and then forward a copy of the

statement to COUNTIES' Contract Representative. At the completion of all work contemplated by this Contract, or at the end of the contract term, whichever comes first, CONTRACTOR shall submit an Affidavit of Wages Paid via https://secureaccess.wa.gov/ and then forward a copy of the affidavit to COUNTIES' Contract Representative. No final payment will be made until the affidavit is provided. COUNTIES requires that all Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid be filed electronically with https://secureaccess.wa.gov/.

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

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

6. **INVOICING**

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

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

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

(30) days after receiving the invoice.

7. **RETAINAGE**

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

b. In lieu of COUNTIES withholding earned portion of payment, CONTRACTOR may elect to submit a retainage bond with sufficient sureties acceptable to COUNTIES, in an amount equal to five percent (5%) of the Contract sum. Proof of the retainage bond must be received by COUNTIES within ten (10) days following the award of Contract.

8. **AMENDMENTS AND CHANGES IN WORK**

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

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

9. **HOLD HARMLESS AND INDEMNIFICATION**

a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTIES and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any

nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTIES. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTIES or its officers, officials, employees, or agents. In the event of the concurrent negligence of the CONTRACTOR or its subcontractors, employees, or agents and the COUNTIES or its employees or agents this indemnification obligation of the CONTRACTOR shall be valid and enforceable only to the extent of the negligence of the CONTRACTOR and its subcontractors, employees, and agents.

b. In any and all claims against the COUNTIES or its officers, officials, employees, or agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under workers compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 9 shall survive termination and expiration of this Contract.**

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

into this Contract, are reflected in the CONTRACTOR'S compensation, and have been mutually negotiated by the parties.

10. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

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

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

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

The CONTRACTOR must provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 9. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

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

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

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

d. **Other Insurance Provisions:**

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

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

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

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

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

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

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

Contract shall be written on an Occurrence Policy form.

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

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

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

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

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

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

3. All written notices under this Section 10 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTIES' Contract Representative referenced in Section 4.

4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager at the following address: Benton-Franklin Counites Juvenile Justice Center, 5606 W Canal Drive, Ste. 106, Kennewick, WA 99336.

11. PERFORMANCE AND PAYMENT BONDS

The CONTRACTOR shall furnish COUNTIES with a Performance Bond and Labor and Materials Payment Bond, in addition to the 5% being withheld for retainage, with sufficient sureties acceptable to COUNTIES, in an amount equal to one hundred percent (100%) of the Contract sum as security for the performance by the CONTRACTOR of this Contract and payment of all the persons performing labor and supplying materials pursuant to this Contract. PROVIDED that the CONTRACTOR may elect, in lieu of the bonds, to allow the COUNTIES to retain ten percent (10%) of the contract amount, in addition to the 5% being withheld for retainage, either for a period of thirty (30) days after the date of final acceptance, or until all necessary releases from the Washington State Department of Revenue, the Washington State Department of Labor and Industries, and the Employment Security Department have been received and any liens filed under chapter 60.28 RCW have been settled, whichever is later. Proof of the performance and payment bonds, or written notification of the CONTRACTOR'S desire to elect the alternative to the bonds (described above), must be received by COUNTIES within ten (10) days following the award of the bid. CONTRACTOR shall be responsible to ensure the acceptable Performance Bond and Labor and Materials Payment Bond remain equal to one hundred percent (100%) of the Contract sum, including the amount of any change orders or Contract amendments.

12. NON-WAIVER OF RIGHTS

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

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

13. *INDEPENDENT CONTRACTOR*

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

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

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

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

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

14. INSPECTION OF BOOKS AND RECORDS

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

expiration.

15. CHOICE OF LAW AND JURISDICTION

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

16. SUCCESSORS AND ASSIGNS

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

17. TERMINATION

a. The COUNTIES may terminate this Contract in whole or in part whenever the COUNTIES determines in its sole discretion that such termination is in the best interests of the COUNTIES. The COUNTIES may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTIES shall pay the CONTRACTOR for actual costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 6, Invoicing. Nothing in this Section shall limit the rights of the COUNTIES pursuant to this Contract or by law.

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

18. COMPLIANCE WITH LAWS AND PREVAILING WAGES

The CONTRACTOR shall comply with all applicable federal, state,

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

19. NONDISCRIMINATION

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

20. DISPUTES

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

21. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

The CONTRACTOR shall perform the services under this Contract using only its bona fide employees or agents, and the obligations and

duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior written consent of the COUNTIES.

22. VERIFICATION OF SUBCONTRACTOR RESPONSIBILITY CRITERIA

If written consent is obtained to subcontract pursuant to Section 21, CONTRACTOR shall then verify responsibility criteria for each first-tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW. This verification requirement, as well as the responsibility criteria, must be included in every public works contract and subcontract of every tier.

23. ENTIRE AGREEMENT

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

24. NOTICES

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

25. SEVERABILITY

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

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

26. LITIGATION HOLD NOTICE

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

27. PUBLIC RECORDS ACT

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

28. SURVIVABILITY

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

so survive. These terms include, but are not limited to: indemnification provisions (Sections 9 and); extended reporting period requirements for professional liability insurance (Section 10(a)); inspection and keeping of records and books (Section 14); litigation hold notice (Section 26); Public Records Act (Section 27); and confidentiality (Section 29).

29. CONFIDENTIALITY

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

29. SECURITY BACKGROUND CHECK

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

If fingerprints are required, CONTRACTOR, its employees, subcontractors, and their employees who will be working onsite must present themselves, their government issued identification to the Administration staff at the Benton-Franklin Juvenile Justice Center. Fingerprints will be taken and submitted to Washington State Patrol for verification. A complete fingerprint based criminal history check and local criminal history will be completed by the Administration staff. Information regarding any felony or

misdemeanor conviction history will be presented to the Juvenile Administrator for a determination if the individual will be allowed UNESCORTED access to the facility. Any felony convictions for a CONTRACTOR'S employee will be presented to the Washington State Patrol WSP ACCESS section to determine if they will allow unescorted access to locations which have access to the network housing the ACCESS program; which is anything connecting to the COUNTIES network and the majority of computers within the facilities.

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

- This section left blank intentionally -

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

Tradeservices Northwest, Inc. **dba Mr. Rooter Plumbing**	**Benton-Franklin Counties** **Juvenile Justice Center**
3-22-23	3/29/2023
Shaylin E. King Date **President**	**David Wheeler** Date **Juvenile Court Administrator**
BENTON COUNTY APPROVAL Approved as to Form: 03D329 Stephen Hallstrom, Deputy Prosecuting Attorney Date	**FRANKLIN COUNTY APPROVAL** Approved as to Form: Civil Deputy Prosecuting Attorney Date
By: _____ Name: _____ Title: _____ Date: _____	By: _____ Name: _____ Title: _____ Date: _____
Attest: Clerk of the Board: _____	Attest: Clerk of the Board: _____

JUVENILE JUSTICE CENTER BID FORM

Plumbing Maintenance and Repair

Company Name Tradeservices Northwest INC DBA Mr Rooter Plumbing

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

Addendum No. 1, dated 3-15-2023 Addendum No. 2, dated 3-15-2023

BID AMOUNT (SHALL EQUAL THE BID AMOUNT(Grand Total) IN ATTACHED EXCEL WORKSHEET):

Bid Amount (Grand Total) (excluding Washington State Sales Tax) $ 40595.83

Bid Amount (Grand Total) (excluding Washington State Sales Tax), in words

fourty thousand five hundred nintey five and 83/100

GENERAL ACKNOWLEDGEMENT:
The undersigned hereby certifies that they have examined the entire bid packet, and has read and thoroughly understands the contract governing the work embraced in this bid and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this bid in accordance with industry standards, and the attached schedule of rates and prices.

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

Cashier's Check	xxxxxx	In the Amount of 2029.49
Certified Check		($ 2029.49) Payable to the County Treasurer of Benton County, Washington.
Bid Bond		In the amount of 5% of the Bid.

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

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

ASSURANCE OF NON-DISCRIMINATION
The undersigned hereby agrees that he shall comply with Counties Non-Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance

Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

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

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

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

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

SUBMISSION OF BID

Respectfully submitted this 16 day of march 2023 2022.

COMPANY NAME: Tradeservices Northwest inc DBA Mr Rooter Plumbing

AUTHORIZED SIGNATURE: _____

TYPE OR PRINT NAME: Shaylin E King

TITLE: President

STREET ADDRESS: 214610 E SR 397

CITY, STATE, ZIP: Kennewick

TELEPHONE NO.: 509-307-9652 cell 509-628-9069

EMAIL: Shaylin.mrrootertc@gmail.com

CONTRACTOR'S LICENSE NO.: mrroorp781NC

UBI NO.: 602002876

WASHINGTON STATE EMPLOYMENT SECURITY NO.: 101138008

Plumbing Maintenance & Repair - Rate Sheet

Company Name:			
Parts Markup	**% Markup**	**Estimated Amount Needed**	**Total Cost**
Year #1	0.50	$ 1,000	$ 1,500.00
Year #2	0.50	$ 1,000	$ 1,500.00
		Parts Subtotal:	**$ 3,000.00**

Task	Year #1 Rates		
General Plumbing	**Hourly Rate**	**Estimated # of Hours**	**Total Cost**
Labor (Regular Hourly Rate)	302.45	10	$ 3,024.50
Labor (Overtime Hourly Rate)	453.67	5	$ 2,268.35
Labor (Double-time Rate)	604.90	2	$ 1,209.80

Task	Year #2 Rates		
General Plumbing	**Hourly Rate**	**Estimated # of Hours**	**Total Cost**
Labor (Regular Hourly Rate)	325.45	10	$ 3,254.50
Labor (Overtime Hourly Rate)	488.17	5	$ 2,440.85
Labor (Double-time Rate)	650.90	2	$ 1,301.80
		General Plumbing Subtotal:	**$ 13,499.80**

Task	Year #1 Rates		
Drain Cleaning	**Hourly Rate**	**Estimated # of Hours**	**Total Cost**
Labor (Regular Hourly Rate)	302.45	5	$ 1,512.25
Labor (Overtime Hourly Rate)	453.67	2	$ 907.34
Labor (Double-time Rate)	604.90	2	$ 1,209.80

Task	Year #2 Rates		
Drain Cleaning	**Hourly Rate**	**Estimated # of Hours**	**Total Cost**
Labor (Regular Hourly Rate)	325.45	5	$ 1,627.25
Labor (Overtime Hourly Rate)	488.17	2	$ 976.34
Labor (Double-time Rate)	650.90	2	$ 1,301.80
		Drain Cleaning Subtotal:	**$ 7,534.78**

Task	Year #1 Rates		
Hydro Jetting/Mainline Machine Rates	**Hourly Rate**	**Estimated # of Hours**	**Total Season Rate**
Labor (Regular Hourly Rate)	700.00	1	$ 700.00
Labor (Overtime Hourly Rate)	1,050.00	1	$ 1,050.00
Labor (Double-time Rate)	1,400.00	1	$ 1,400.00

Task	Year #2 Rates		
Hydro Jetting/Mainline Machine Rates	**Hourly Rate**	**Estimated # of Hours**	**Total Season Rate**
Labor (Regular Hourly Rate)	725.00	1	$ 725.00
Labor (Overtime Hourly Rate)	1,087.50	1	$ 1,087.50
Labor (Double-time Rate)	1,450.00	1	$ 1,450.00
		Hydro Jetting/Mainline Machine Rates Subtotal:	**$ 6,412.50**

Plumbing Maintenance & Repair - Rate Sheet

Company Name:			
Task	Year #1 Rates		
Camera Rates	**Hourly Rate**	**Estimated # of Hours**	**Total Season Rate**
Labor (Regular Hourly Rate)	500.00	1	$ 500.00
Labor (Overtime Hourly Rate)	750.00	1	$ 750.00
Labor (Double-time Rate)	1,000.00	1	$ 1,000.00
Task	Year #2 Rates		
Camera Rates	**Hourly Rate**	**Estimated # of Hours**	**Total Season Rate**
Labor (Regular Hourly Rate)	512.50	1	$ 512.50
Labor (Overtime Hourly Rate)	768.75	1	$ 768.75
Labor (Double-time Rate)	1,025.00	1	$ 1,025.00
		Camera Rates Subtotal:	**$ 4,556.25**
Task	Year #1 Rates		
Septic Pumping Rates (1,000 Gallons)	**Event/Gallon Rate**	**Estimated # of Events/Gallons**	**Total Season Rate**
Flat Event Rate (Regular Rate)	475.00	2	$ 950.00
Flat Event Rate (Overtime Rate)	712.50	1	$ 712.50
Flat Event Rate (Double-time Rate)	950.00	1	$ 950.00
Per Gallon Rate in Excess of 1,000 Gallons	0.45	250	$ 112.50
Task	Year #2 Rates		
Septic Pumping Rates (1,000 Gallons)	**Hourly/Gallon Rate**	**Estimated # of Events/Gallons**	**Total Season Rate**
Flat Event Rate (Regular Rate)	500.00	2	$ 1,000.00
Flat Event Rate (Overtime Rate)	750.00	1	$ 750.00
Flat Event Rate (Double-time Rate)	1,000.00	1	$ 1,000.00
Per Gallon Rate in Excess of 1,000 Gallons	0.47	250	$ 117.50
		Septic Pumping Rates Subtotal:	**$ 5,592.50**
			$ 40,595.83

Exhibit B

State of Washington
Department of Labor & Industries

Prevailing Wage Section - Telephone 360-902-5335
PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 3/17/23

County	Trade	Job Classification	Wage	Holiday	Overtime	Note	*Risk Class
Benton	Plumbers & Pipefitters	Journey Level	$88.41	6Z	1Q		View

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN JUVENILE CENTER FUND NUMBER 1150 DEPARTMENT NUMBER 172

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: Crystal Garcia

EXHIBIT "A"

BENTON COUNTY BUDGET ADJUSTMENT

Dept Name: Juvenile-Facilities Dept Nbr: 172

Fund Name: Juvenile Center Fund Nbr: 1150

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
5278000	53108	Janitorial Supplies	$5,240	5942700	56401	Capital Outlay	$5,240
TOTAL			$5,240	TOTAL			$5,240

Explanation:

This LIT is necessary to transfer funds to cover the cost of replacing a broken walk-through Metal Detector located in Juvenile Detention. This purchase was necessary because of the safety and security risks imposed by the non-functional Metal Detector .

Prepared by: Crystal Garcia Date: 04.17.2023

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 2, 2023
Subject:	Early termination of professional services agreement with Adrienne Farabee
Presenter:	n/a
Prepared By:	Michael Vander Sys
Reviewed By:	Denise Gerry

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

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

Summary / Background Information

Benton County currently contracts with attorney Adriene Farabee ("Attorney") for public defense services in Benton County District Court (executed through Resolution #2022-903, amended by Resolution #2023-127). The agreement provides that either party may terminate the agreement early, with or without cause, simply by written notice with a requisite notice period.

Attorney has provided such notice of early termination, by way of a written notice dated April 12, 2023. The proposed resolution acknowledges this notice and sets April 12, 2023, as the final effective date of the early termination, pursuant to the provisions of the agreement.

Pursuant to Attorney's professional services agreement, section 17 (f) (2), Attorney has opted for immediate termination requiring reimbursement of reassignment of cases at 100% of the caseload capped at one month's compensation for a total of $8,791.67.

Pursuant to Attorney's professional services agreement, Attorney has opted to credit her outstanding April paycheck toward the cost of reassigning, resulting in a credit of $3,516.72 and a total balance owed at $5,274.95. Pursuant to section 17 (f) (3) of the professional services agreement, attorney has opted to repay the balance at $500/month beginning May 1, 2023.

Fiscal Impact

None

Recommendation

Recommend approving proposed resolution which acknowledges the agreement termination notice tendered by attorney Adrienne Farabee on April 12, 2023 and sets April 12, 2023 as the final effective date of the termination.

Suggested Motion

Approve with consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF ACKNOWLEDGING THE TERMINATION NOTICE OF ATTORNEY ADRIENNE FARABEE, AN ATTORNEY HOLDING A PROFESSIONAL SERVICES AGREEMENT IN BENTON COUNTY DISTRICT COURT

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

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

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

WHEREAS, Attorney has, in fact, provided notice of agreement termination in a notice dated April 12, 2023 (attached as Exhibit "A"); and

WHEREAS, pursuant to Attorney's professional services agreement, section 17 (f) (2), Attorney has opted for immediate termination requiring reimbursement of reassignment of cases at 100% of the caseload capped at one month's compensation for a total of $8,791.67; and

WHEREAS, pursuant to Attorney's professional services agreement, Attorney has opted to credit her outstanding April 2023 compensation toward the cost of reassigning, resulting in a credit of $3,516.72 and a total balance owed at $5,274.95. Pursuant to section 17 (f) (3) of the professional services agreement, attorney has opted to repay the balance at $500/month; and

WHEREAS, pursuant to Attorney's professional services agreement, the notice, as provided, will result in a final effective date of April 12, 2023, with no post-notice and post-effective date appointment eligibility and continuing case responsibility as detailed in said professional services agreement; **NOW, THEREFORE**

cc: Originals – OPD, Adrienne Farabee M. Vander Sys
Copy – Auditor, S Godinez

BE IT RESOLVED that the District Court professional services agreement with attorney Adrienne Farabee, executed by and through Resolution #2022-903 and amended by and through Resolution #2023-127, is hereby terminated at the request of Attorney, pursuant to Attorney's Notice of Early Termination dated April 12, 2023 with a final effective termination date of April 12, 2023 and with no post-notice and post-effective date appointment eligibility and continuing case responsibility as detailed in attorney Adrienne Farabee's professional services agreement. Attorney will repay the cost of reassigning for a total of $5,274.95 at $500/month beginning May 1, 2023.

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, Adrienne Farabee M. Vander Sys
Copy – Auditor, S Godinez

Exhibit "A"

Denise Gerry

From: Adrienne Farabee <afarabeelaw@gmail.com>
Sent: Wednesday, April 12, 2023 6:22 AM
To: Katherine Bohnet; Denise Gerry
Subject: [EXTERNAL]

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

Please accept this as notice of my intent to terminate my district court contract. I have accepted a position at the Benton County Prosecutor's Office. To be consistent with OPD's approach on early termination with Brandon Pang and Josh Lilly, who also terminated early to go to BCPA, I am giving 30 days notice. This is based upon the fact that it will be practically impossible for me to provide the requisite 90 days notice. During the next 30 days I will not be assigned additional cases. understand that I would be responsible for 50% of the cost of reassigning unresolved cases at that time not to exceed 1/3 monthly salary.

Thank you,
Adrienne

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 2nd, 2023
Subject:	Approval of Construction plans for Plymouth Industrial Road Widening
Presenter:	N/A
Prepared By:	Cristina Woods
Reviewed By:	Matt Mahoney

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

RCW 36.77.010 requires that all plans for the construction or improvement of a county road be filed with and approved by the Board of County Commissioners.

J-U-B Engineering have submitted plans for Washington State Department of Transportation (WSDOT) 182/SR14 Interchange project which include the widening of Plymouth Industrial Road. The plans have been approved by WSDOT and the Benton County Engineer. The plans are now being submitted to the Board of Benton County Commissioners, and the corresponding resolution authorizes the Chairman to sign the construction plans for the widening of Plymouth Industrial Road.

The plans for the above referenced project, having been signed by the County Engineer and WSDOT, are hereby presented for approval to the Board of County Commissioners.

* Note: Original signature sheet will be brought to commissioners meeting to be signed.

Fiscal Impact

N/A

Recommendation

Staff recommends that the Commissioners sign the cover sheet, approving the project

Suggested Motion

Approve as part of consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: APPROVAL OF CONSTRUCTION PLANS FOR THE WIDENING OF PLYMOUTH INDUSTRIAL ROAD

WHEREAS, RCW 36.77.010 requires that all plans for the construction or improvement of County roads be filed with and approved by the Board of County Commissioners; and

WHEREAS, plans for the above referenced project, having been reviewed and approved by the County Engineer, are hereby presented for approval to the Board of County Commissioners; **NOW, THEREFORE,**

BE IT RESOLVED that the construction plans for the widening of Plymouth Industrial Road be approved and that the Chairman is authorized to sign said construction plans.

Dated this 2nd day of May 2023.

_____
Chairman

Attest:

_____
Chairman Pro Tem

_____
Clerk of the Board

_____
Commissioner

Constituting the Board of County Commissioners
Benton County, Washington

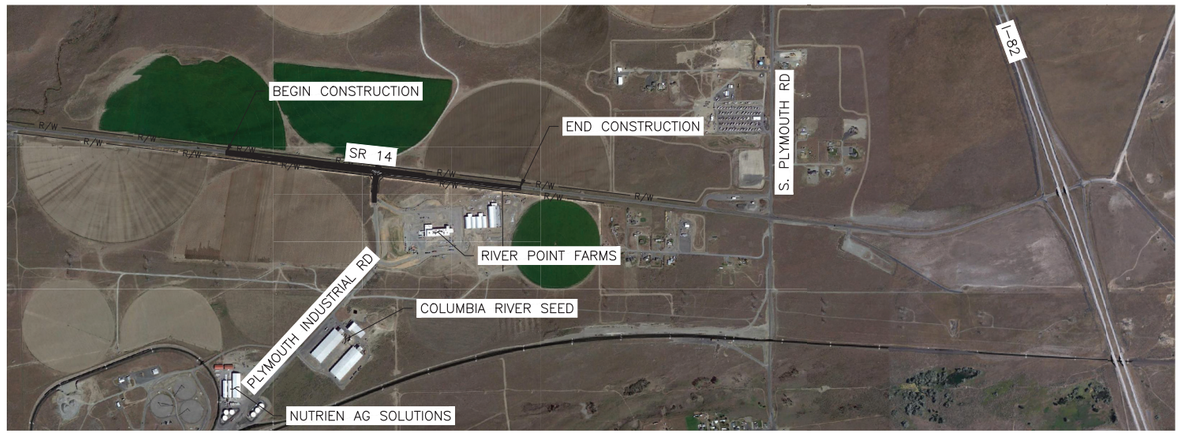
Original: Clerk of the Board C. Woods
Copy: Benton County Public Works

SR 14 WIDENING AT PLYMOUTH INDUSTRIAL ROAD

AGRESERVES INC.

APRIL 2023
100% SUBMITTAL

VICINITY MAP



SHEET INDEX

Sheet Number	Sheet Title
GENERAL	
G–001	COVER SHEET
G–002	LEGEND
G–003	GENERAL NOTES
G–004	ALIGNMENT AND SURVEY CONTROL PLAN
EROSION AND SEDIMENT CONTROL	
C–100	EROSION AND SEDIMENT CONTROL
TYPICAL ROADWAY SECTIONS	
C–101	TYPICAL ROADWAY SECTIONS
SITE PREPARATION	
C–102	SITE PREPARATION
TRAFFIC CONTROL	
C–103	TRAFFIC CONTROL PLAN
C–104	TRAFFIC CONTROL PLAN
PAVING AND CHANNELIZATION PLAN	
C–201	STA 76+50 TO STA 90+50
C–202	STA 90+50 TO STA 98+50
C–203	STA 98+50 TO STA 105+50
C–204	STA 105+50 TO STA 121+00
SIGNING PLAN	
C–301	SIGNING AND ILLUMINATION PLAN
PAVING DETAILS	
C–501	PAVING DETAILS

CONTACTS:

POWER
BENTON REA
SCOTT STEARNS
509–786–8252

GAS
CASCADE NATURAL GAS
WALTER ALAN NELSON
509–736–5568

WATER/SEWER/STORM
WSDOT
JACOB PRILUCIK
509–225–0637

COMMUNICATIONS
MCI
SCOTT CHRISTENSON
425–471–1079

IRRIGATION
AGRESERVES
NIGEL STEVENSON
509–734–1195

CALL BEFORE YOU DIG
800–424–5555

APPROVED FOR CONSTRUCTION BY:

WASHINGTON STATE DEPT OF TRANSPORTATION — DATE

BENTON COUNTY — 4/17/2023 DATE

CHAIRMAN

BOARD OF COMMISSIONERS:

APPROVED — DATE

CLERK OF THE BOARD:

APPROVED — DATE

WSDOT
South Central Region
ACCEPTED FOR CONSTRUCTION
WSDOT reserves the right to require changes or corrections due to plan omissions or details not in conformance with the Standard Plans and Standard Specifications.
Date: 4/4/2023

PROJECT NO. 30-21-022

J-U-B ENGINEERS, INC.

3611 South Zintel Way, Kennewick, WA 99337
p 509 783 2144 *w* www.jub.com

THE LANGDON GROUP
GATEWAY MAPPING INC.

J-U-B FAMILY OF COMPANIES

REUSE OF DOCUMENTS

J-U-B grants to CLIENT a nonexclusive, non-transferable license to use the Drawings, Specifications and/or Contract Documents (Documents) as follows:

CLIENT may make and retain copies of the Documents for reference, but J-U-B shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused on this Project or any other Project without J-U-B's prior written consent. Distribution of Documents to meet regulatory or permitting requirements, or for similar purposes, in connection with the Project, including but not limited to distribution to contractors or subcontractors for the performance of their work, is not to be construed as publication adversely affecting the reserved rights of J-U-B. The Documents are not intended for use in creating dtm for grading or earthwork, survey staking layout (unless specifically identified as such in the documents), or property boundary layouts.

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

If the Documents are provided in electronic format, the electronic documents are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com

LAST UPDATED: 4/3/2023
SHEET NUMBER: G-001

Plot Date:4/3/2023 \\JUB.COM\CENTRAL\CLIENTS\WA\AGRESERVES\PROJECTS\30-21-022_SR14_INTERSECTION\DESIGN\CAD\SHEET\30-21-022_G-001.DWG

SYMBOL DESCRIPTION	EXISTING SYMBOL	PROPOSED SYMBOL
SURVEY		
CAP (ALUMINUM)		
SURVEY MONUMENT		
CHISELED X		
CTRL PT GENERIC		
CTRL PT ½" REBAR	1/2" PIN CONTROL PT	
CTRL PT ⅝" REBAR	5/8" PIN CONTROL PT	
CTRL PT 60D NAIL	60D	
CTRL PT HUB & TACK	HT	
CTRL PT PK NAIL	PK	
CTRL PT TEMP BENCH MARK	TBM	
NAIL		
NAIL AND TAG	N/T	
NAIL (PK)	PK	
BOLT		
DRILL STEEL		
REBAR (½")		
REBAR (⅝")		
STAINLESS STEEL ROD		
IRON PIPE		
RAILROAD SPIKE		
R/W MONUMENT		
STONE		
SECTION CORNER. MON.	22 15 21 16	
SECTION QUARTER MON.	15 22	
SITE		
BOLLARD		
BOULDER		
DRINKING FOUNTAIN	DF	
FLAGPOLE		
GATE		
MAIL BOX		
PARKING METER	PM	
POST		
SIGN		
SPOT ELEVATION		
TREE (SHRUB)		
TREE (STUMP)		
TREE (CONIFEROUS)		
TREE (DECIDUOUS)		
TEST HOLE	TH	
WELL	W	
WELL (MONITORING)	M	

SYMBOL DESCRIPTION	EXISTING SYMBOL	PROPOSED SYMBOL
COMMUNICATION		
TELE. MANHOLE	T	
TELE. PEDESTAL	T	
TELE. POLE		
TV PEDESTAL	TV	TV
GUY WIRE		
DOMESTIC WATER		
FIRE HYDRANT		
SPIGOT		
YARD HYDRANT		
WATER MANHOLE	W	
WATER METER		
WATER VALVE	W	W
ELECTRIC		
ELEC. MANHOLE	E	
ELEC. METER	E	E
ELEC. TRANS.	E	E
JUNCTION BOX	J	J
POWER POLE		
POWER STUB	E	E
STREET LIGHT		
TRAFFIC SIGNAL POLE		
IRRIGATION		
IRRIGATION VALVE	IRR	IRR
IRRIGATION VALVE BOX		
SPRINKLER		
SANITARY SEWER		
CLEANOUT		
SEWER STUB	S	S
SS MANHOLE		
STORM DRAIN		
CATCH BASIN		
DRY WELL	DW	DW
FLARE END		
GREASE TRAP		
SD MANHOLE		

LINE LEGEND

LINE DESCRIPTION	PROPOSED LINE	EXISTING LINE
POWER / COMMUNICATIONS		
OVERHEAD POWER	OHP	OHP
UNDERGROUND POWER	UP	UP
OVERHEAD TELEPHONE	OHT	OHT
UNDERGROUND TELEPHONE	UT	UT
FIBER OPTIC	F/O	F/O
CABLE TELEVISION	CTV	CTV
UNDERGROUND POWER, TEL, CABLE TV		P,T,CTV
UNDERGROUND POWER, TEL, CABLE TV, GAS		P,T,CTV,G
ILLUMINATION	ILL	ILL
STORM DRAIN		
STORM DRAIN (GENERAL)	SD	SD
STORM DRAIN	X"SD	X"SD
ROOF DRAIN	RD	RD
LAND DRAIN	LD	LD
SANITARY SEWER		
SANITARY SEWER (GENERAL)	SS	SS
SANITARY SEWER	X"SS	X"SS
SANITARY SEWER SERVICE	SS SS	SS SS
SEWER FORCE MAIN	FM	FM
WATER		
WATER (GENERAL)	W	W
WATER (SPECIFIED SIZE)	X"W	X"W
WATER SERVICE	WS WS	WS WS
IRRIGATION		
IRRIGATION	IRR	IRR
GRAVITY IRRIGATION	GIRR	GIRR
PRESSURE IRRIGATION	PIRR	PIRR
POTABLE WATER	PW	PW
NON–POTABLE WATER	NPW	NPW
GAS		
NATURAL GAS	G	G
NATURAL GAS SERVICE	G G	G G
HIGH PRESSURE GAS	HPG	HPG
LIQUID GAS	LG	LG
UTILITY		
CHLORINE LINE	CHL	CHL
INDUSTRIAL WASTE WATER	IWW	IWW
DRAIN LINE	DL	DL

LINE DESCRIPTION	PROPOSED LINE	EXISTING LINE
BOUNDARY		
PROPERTY LINE	P/L	P/L
PROPERTY LINE		
RIGHT OF WAY	R/W	R/W
TEMPORARY EASEMENT	T/E	T/E
PERMANENT EASEMENT	P/E	P/E
TOWNSHIP AND RANGE		
SECTION LINE		
QUARTER SECTION LINE		
1/16 SECTION LINE		
STATE LINE		
COUNTY LINE		
SITE		
FENCE	X	X
MAJOR CONTOUR	2521	
MINOR CONTOUR		
GRADE BREAK		GB
TOP OF BANK		TOB
TOE OF SLOPE		TOE
CUT LIMITS		
CUT LIMITS	CUT	
FILL LIMITS		
FILL LIMITS	FILL	
DITCH		
STORM SWALE		
EDGE OF WATER		
HIGH WATER		
WETLAND		WET
WETLAND BOG		BOG
WETLAND MARSH		MRSH
WETLAND SWAMP		SWMP
ROADWAY		
ROAD SHOULDER		
ROAD CENTERLINE		
ROAD ASPHALT		EP
ROAD GRAVEL	EG	EG
TOP BACK OF CURB		
LIP OF GUTTER		
LANDSCAPING LIMITS	LS	LS

HATCH LEGEND

DISPERSION AREA

HMA

CONCRETE

HMA REMOVAL

CONCRETE REMOVAL

J-U-B ENGINEERS, INC.
3611 S. Zintel Way
Kennewick, WA 99337
Phone: 509.783.2144
www.jub.com

TRAVIS A. MARDIAN — STATE OF WASHINGTON — 39882 — REGISTERED PROFESSIONAL ENGINEER

4/3/2023

REUSE OF DRAWINGS
J-U-B SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND OTHER RESERVED RIGHTS OF THESE DRAWINGS, AND THE SAME SHALL NOT BE REUSED WITHOUT J-U-B'S PRIOR WRITTEN CONSENT. ANY REUSE WITHOUT WRITTEN CONSENT SHALL BE AT CLIENT'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO J-U-B

NO.	DESCRIPTION	BY	APP.	DATE
	REVISION			

SR 14 WIDENING AT PLYMOUTH INDUSTRIAL ROAD AGRESERVES INC.

LEGEND

FILE: 30-21-022_G-002
JUB PROJ. # : 30-21-022
DRAWN BY: WSG
DESIGN BY: WSG
CHECKED BY: TAM
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/16/2023

SHEET NUMBER:
G-002

Plot Date:4/3/2023 3:40 PM Plotted By: Mary M. Wilkinson
Date Created: 1/16/2020 \\JUB.COM\CENTRAL\CLIENTS\WA\AGRESERVES\PROJECTS\30-21-022_SR14 INTERSECTION\DESIGN\CAD\SHEET\30-21-022_G-002.DWG

GENERAL NOTES

1. ALL WORK AND MATERIALS SHALL BE IN COMPLETE ACCORDANCE WITH THE WSDOT STANDARD SPECIFICATIONS FOR ROAD, BRIDGE, AND MUNICIPAL CONSTRUCTION (2023) INCLUDING THE MOST RECENT AMENDMENTS, AND THE LATEST EDITION OF THE WSDOT STANDARD PLANS.
2. CONTRACTOR IS RESPONSIBLE FOR APPLYING FOR AND OBTAINING ALL PERMITS ASSOCIATED WITH CONSTRUCTION.
3. THE CONTRACTOR AND ALL SUB-CONTRACTORS SHALL BE LICENSED BY THE STATE OF WASHINGTON AND BONDED TO DO WORK IN THE PUBLIC RIGHT-OF-WAY.
4. THE CONTRACTOR AND ALL SUB-CONTRACTORS SHALL HAVE A CURRENT BENTON COUNTY BUSINESS LICENSE.
5. THE CONTRACTOR AND SUB-CONTRACTORS SHALL BE REQUIRED TO CALL 811 A MINIMUM OF TWO WORKING DAYS PRIOR TO COMMENCING ANY EXCAVATION ACTIVITIES TO DETERMINE FIELD LOCATIONS OF ALL UNDERGROUND UTILITIES.
6. ANY CHANGES OR MODIFICATIONS TO THE PROJECT PLANS SHALL FIRST BE APPROVED BY THE ENGINEER OF RECORD, WSDOT, AND BENTON COUNTY OR ITS REPRESENTATIVE.
7. THE CONTRACTOR SHALL, AT ALL TIMES DURING CONSTRUCTION, MAINTAIN PROPER DUST CONTROL IN ACCORDANCE WITH THE REQUIREMENTS OF THE BENTON COUNTY CLEAN AIR AUTHORITY (BCAA).
8. THE CONTRACTOR SHALL SUBMIT A PROOF OF CONTACT: SOIL DESTABILIZATION NOTIFICATION THROUGH BCAA PRIOR TO ANY EXCAVATION / CONSTRUCTION TAKING PLACE.
9. THE CONTRACTOR SHALL DEVELOP AND MAINTAIN A WRITTEN DUST CONTROL PLAN THAT MUST BE AVAILABLE ON REQUEST OF THE BCAA.
10. THE CONTRACTOR SHALL RETAIN AND PROTECT ALL EXISTING UTILITIES, STRUCTURES, FENCES, AND ASPHALT. DAMAGE BY CONTRACTORS OPERATIONS SHALL BE REPAIRED OR REPLACED AT CONTRACTORS EXPENSE.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TRAFFIC CONTROL ASSOCIATED WITH THE WORK ON THIS PROJECT.
12. TRAFFIC CONTROL PLANS SHALL BE SUBMITTED TO W.S.D.O.T. FOR APPROVAL PRIOR TO CONSTRUCTION.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL LOCAL, STATE, AND FEDERAL PERMITS REQUIRED FOR STORM WATER POLLUTION PREVENTION AS A RESULT OF CONSTRUCTION ACTIVITIES.
14. THE CONTRACTOR SHALL TAKE ANY NECESSARY MEANS TO KEEP FROM TRACKING MUD AND DEBRIS OUT ONTO THE EXISTING ROADWAYS.
15. NO CONSTRUCTION SHALL OCCUR WITHIN 25 FEET OF ANY TRANSMISSION POLE. THE CONTRACTOR MUST USE SHORING OR OTHER MEANS TO PREVENT ANY SLOUGHING OF SOIL WITHIN 25 FEET OF THE TRANSMISSION POLES.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION, DIMENSION, AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION WHETHER SHOWN ON THESE PLANS OR NOT. LOCATIONS OF SAID UTILITIES AS SHOWN ON THESE PLANS ARE BASED UPON THE BEST RECORDS AVAILABLE AND ARE SUBJECT TO A DEGREE OF UNKNOWN VARIATION. IF CONFLICTS SHOULD OCCUR, THE CONTRACTOR SHALL CONSULT J-U-B ENGINEERS, INC., TO RESOLVE ALL PROBLEMS PRIOR TO PROCEEDING WITH CONSTRUCTION.
17. EMBANKMENT COMPACTION SHALL MEET METHOD B REQUIREMENTS PER W.S.D.O.T. STANDARD SPECIFICATIONS.
18. ALL UTILITY TRENCHES SHALL BE BACKFILLED AND COMPACTED TO 98% OF MAX. DRY DENSITY PER ASTM 698 D.
19. HYDROSEED DISPERSION AREAS AND ALL NON-PAVED OR NON-GRAVELED AREAS DISTURBED DURING CONSTRUCTION WITH DRYLAND GRASS-SEED SHOWN ON SHEET C-101 MIX AT A RATE OF TWO POUNDS PER 1,000 SQUARE-FEET. WOOD CELLULOSE FIBER MULCH SHALL BE EVENLY APPLIED AT A RATE OF 2,000 POUNDS PER ACRE WITHIN FORTY-EIGHT HOURS AFTER SEEDING.
20. WITHIN 10 CALENDAR DAYS OF THE SUBSTANTIAL COMPLETION DATE, THE CONTRACTOR SHALL SUPPLY THE ENGINEER WITH AS-BUILT DRAWINGS OF THE PROJECT. THE AS-BUILT DRAWINGS SHALL DELINEATE ALL CONSTRUCTION THAT DEVIATED FROM THE PLANS AS RED LINES AND MARKINGS. THEY SHALL BE PREPARED AND STAMPED BY A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF WASHINGTON.
21. REMOVED ASPHALT CONCRETE PAVEMENT IS NOT SUITABLE TO BE USED FOR EMBANKMENT.
22. SURVEY OF COMMON BORROW AREA IS THE RESPONSIBILITY OF THE CONTRACTOR. SUBMIT SURVEY OF BORROW SOURCE PRIOR TO THE START OF HAULING AND PLACING THE COMMON BORROW. THE SURVEY WILL BE CONDUCTED UNDER THE SUPERVISION OF A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF WASHINGTON.
23. ALL MATERIAL TESTING METHODS AND FREQUENCIES SHALL BE IN ACCORDANCE WITH THE CURRENT WSDOT STANDARD SPECIFICATIONS, M 41-10, WSDOT CONSTRUCTION MANUAL, M 41-01 AND WSDOT MATERIALS MANUAL M 46-01.
24. A GEOTECHNICAL INVESTIGATION WAS PREPARED FOR THIS PROJECT. THE REPORT WILL BE MADE AVAILABLE AT THE REQUEST TO THE ENGINEER.
25. AT THE END OF EACH WORKDAY THE SR-14 EASTBOUND AND WESTBOUND TRAVEL LANES SHALL BE OPEN TO TRAFFIC. CONTRACTOR SHALL PROTECT ALL DROP OFFS EXPOSED TO TRAFFIC DURING NONWORKING HOURS BY CONSTRUCTING A WEDGE OF COMPACTED MATERIAL AT THE SAW CUT EDGE AT A SLOPE OF NO GREATER THAN 4:1. PLASTIC SAFETY DRUMS SHALL BE PLACED ALONG THE EDGE OF TRAVEL LANE OUTSIDE OF THE TRAVELED WAY. SEE WSDOT STD. SPECIFICATION 1-07.23(1).

MATERIAL TESTING AND INSPECTION NOTES

1. ALL MATERIALS TESTING SHALL BE PERFORMED BY THE CONTRACTOR IN CONFORMANCE TO THE OBJECTIVES, PROCEDURES, AND METHODS IN THE 2023 WSDOT STANDARD SPECIFICATIONS FOR ROAD, BRIDGE, AND MUNICIPAL CONSTRUCTION M41-10, THE LATEST EDITION OF THE WSDOT CONSTRUCTION MANUAL M 41-01, AND THE LATEST EDITION OF THE MATERIALS MANUAL M 46-01. ALL TESTING RESULTS AND REPORTS SHALL BE REPORTED ELECTRONICALLY TO THE WSDOT SOUTH CENTRAL REGION DEVELOPMENT SERVICES ENGINEER JACOB PRILUCIK AT PRILUCJ@WSDOT.WA.GOV. JACOB CAN BE REACHED AT (509) 225-0637.
2. CONTRACTOR SHALL SCHEDULE ALL ELECTRICAL INSPECTIONS THROUGH WSDOT SOUTH CENTRAL REGION DEVELOPMENT SERVICES ENGINEER JACOB PRILUCIK AT (509) 225-0637 OR PRILUCJ@WSDOT.WA.GOV. INITIAL INSPECTION OF THE ILLUMINATION SYSTEM SHALL OCCUR PRIOR TO ANY PLACEMENT OF CEMENT CONCRETE FOR THE LIGHT FOUNDATIONS. WSDOT WILL INSPECT THE REBAR CAGES AND GROUNDING. INSPECTIONS OF THE CONDUITS AND JUNCTION BOXES SHALL BE SCHEDULED PRIOR TO ANY BACKFILLING OF TRENCHES. ALL INSTALLED ELECTRICAL IMPROVEMENTS NOT IN CONFORMANCE WITH THE INSPECTION REQUIREMENTS WILL BE REMOVED AND RECONSTRUCTED AT THE CONTRACTOR'S EXPENSE.

J-U-B ENGINEERS, INC.
J-U-B ENGINEERS, INC.
3611 S. Zintel Way
Kennewick, WA 99337
Phone: 509.783.2144
www.jub.com

TRAVIS A. MARDIAN
STATE OF WASHINGTON
39982
REGISTERED
PROFESSIONAL ENGINEER
4/3/2023

REUSE OF DRAWINGS
J-U-B SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND OTHER RESERVED RIGHTS OF THESE DRAWINGS, AND THE SAME SHALL NOT BE REUSED WITHOUT J-U-B'S PRIOR WRITTEN CONSENT. ANY REUSE WITHOUT WRITTEN CONSENT BY J-U-B WILL BE AT CLIENT'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO J-U-B.

NO.	DESCRIPTION	BY	APP.	DATE
	REVISION			

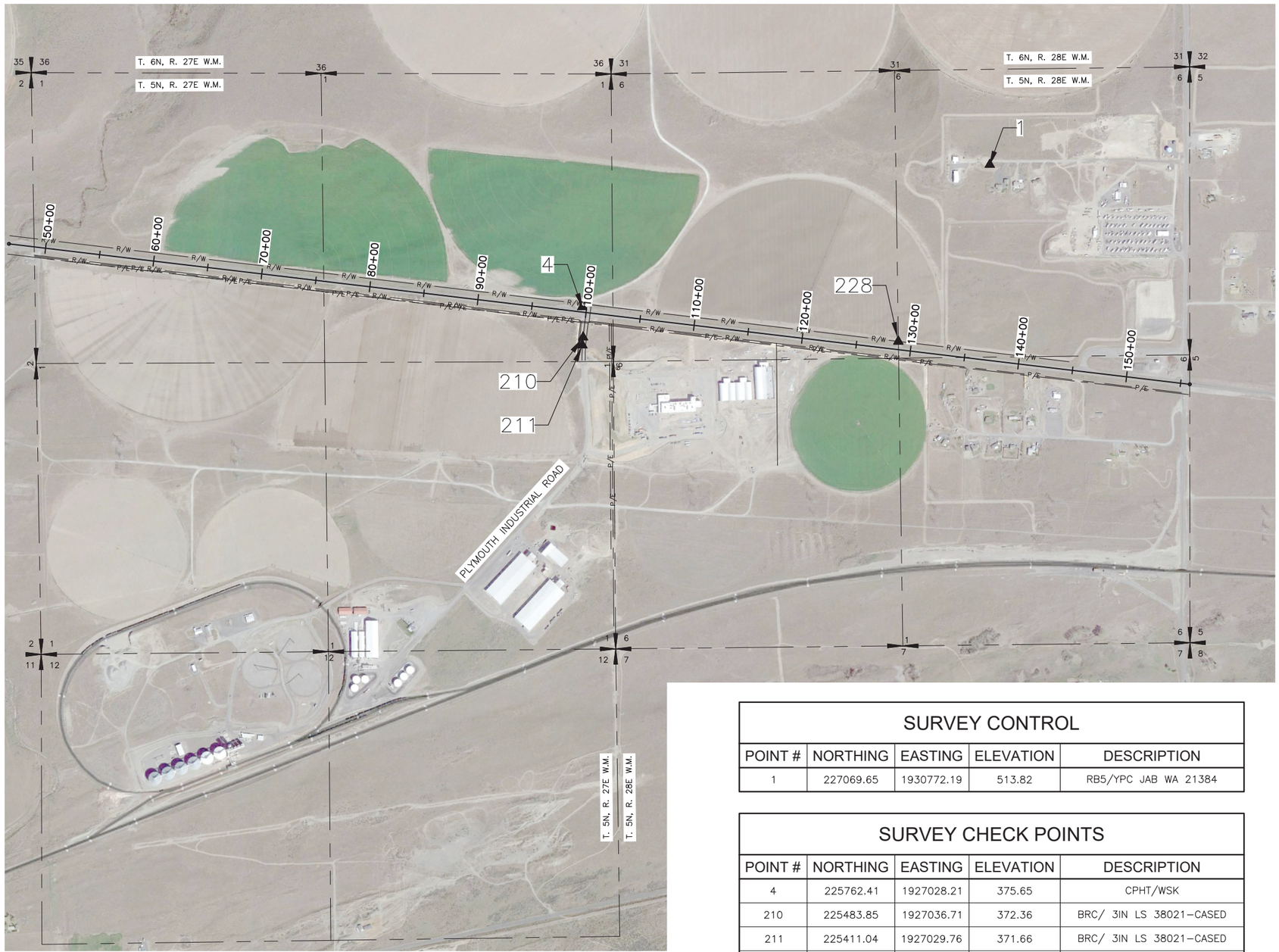
SR 14 WIDENING AT PLYMOUTH INDUSTRIAL ROAD
AGRESERVES INC.

GENERAL NOTES

FILE: 30-21-022_G-003
JUB PROJ. #: 30-21-022
DRAWN BY: WSG
DESIGN BY: WSG
CHECKED BY: TAM
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 3/30/2023

SHEET NUMBER:
G-003

Plot Date:4/3/2023 3:40 PM Plotted By: Mary M. Wilkinson
Date Created: 3/22/2023 \\JUB.COM\CENTRAL\CLIENTS\WA\AGRESERVES\PROJECTS\30-21-022_SR14_INTERSECTION\DESIGN\CAD\SHEET\30-21-022_G-003.DWG



0 500 1,000

SCALE IN FEET

SURVEY CONTROL

POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	227069.65	1930772.19	513.82	RB5/YPC JAB WA 21384

SURVEY CHECK POINTS

POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
4	225762.41	1927028.21	375.65	CPHT/WSK
210	225483.85	1927036.71	372.36	BRC/ 3IN LS 38021-CASED
211	225411.04	1927029.76	371.66	BRC/ 3IN LS 38021-CASED
228	225445.48	1929932.84	392.82	RB5/ YPC-STRATTON 14120

J-U-B ENGINEERS, INC.
J-U-B ENGINEERS, INC.
3611 S. Zintel Way
Kennewick, WA 99337
Phone: 509.783.2144
www.jub.com

TRAVIS A. MARDIAN
STATE OF WASHINGTON
39882
REGISTERED
PROFESSIONAL ENGINEER
4/3/2023

REUSE OF DRAWINGS
J-U-B SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND OTHER RESERVED RIGHTS OF THESE DRAWINGS, AND THE SAME SHALL NOT BE REUSED WITHOUT J-U-B'S PRIOR WRITTEN CONSENT. ANY REUSE WITHOUT WRITTEN CONSENT SHALL BE AT CLIENT'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO J-U-B.

NO.	DESCRIPTION	BY	APP.	DATE
	REVISION			

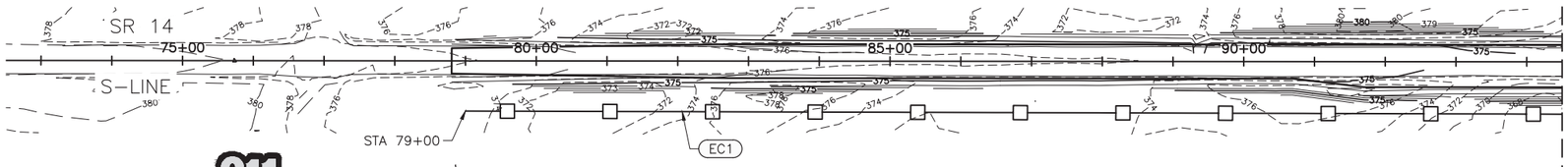
SR 14 WIDENING AT PLYMOUTH INDUSTRIAL ROAD
AGRESERVES INC.

ALIGNMENT AND SURVEY CONTROL PLAN

FILE : 30-21-022_G-004
JUB PROJ. # : 30-21-022
DRAWN BY: WSG
DESIGN BY: WSG
CHECKED BY: TAM
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/16/2023

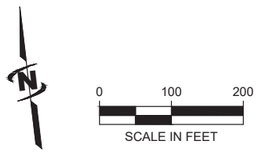
SHEET NUMBER:
G-004

Plot Date:4/3/2023 3:40 PM Plotted By: Mary M. Wilkinson
Date Created:2/16/2023 \\JUB.COM\CENTRAL\CLIENTS\WA\AGRESERVES\PROJECTS\30-21-022_SR14_INTERSECTION\DESIGN\CAD\SHEET\30-21-022_G-004.DWG



811
Know what's below.
Call before you dig.

CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES

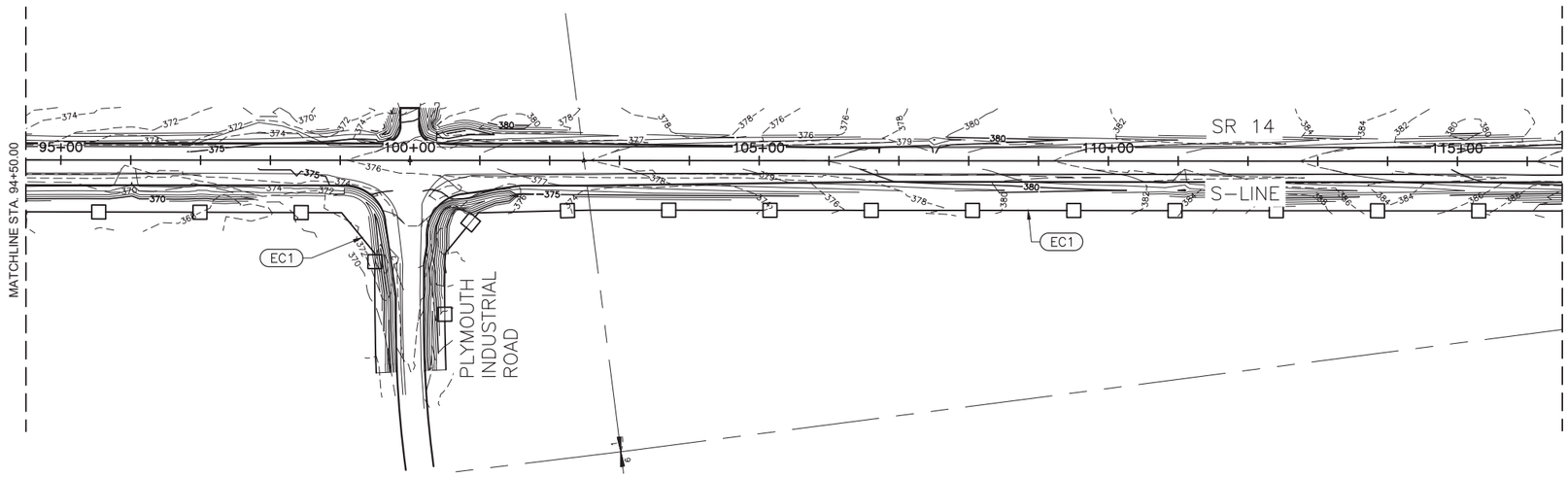


KEYED NOTES

EROSION CONTROL

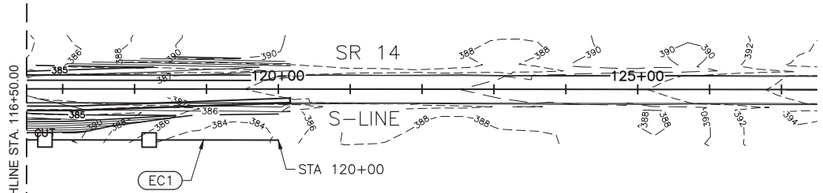
(EC1) CONSTRUCT SILT FENCE 4 FEET INSIDE WSDOT RIGHT-OF-WAY FENCE, AND AT PROPOSED RIGHT-OF-WAY FOR PLYMOUTH INDUSTRIAL ROAD

MATCHLINE STA. 94+50.00

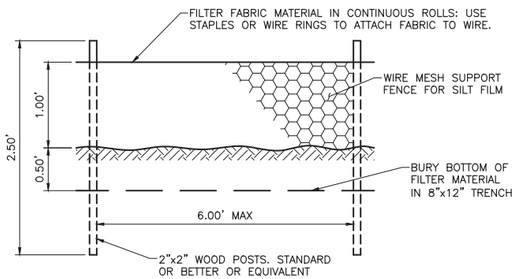


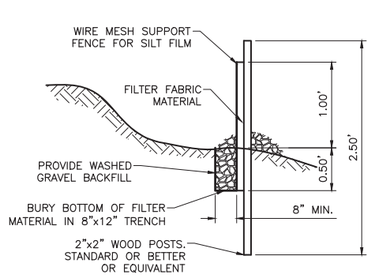
MATCHLINE STA. 116+50.00

MATCHLINE STA. 94+50.00



MATCHLINE STA. 116+50.00





1 SILT FENCE
SCALE: N.T.S.

TESC NOTES

1. THE TEMPORARY EROSION CONTROL SYSTEM SHALL BE INSTALLED PRIOR TO ALL OTHER CONSTRUCTION.
2. ALL CLEARING LIMITS AND/OR EASEMENTS SETBACKS, SENSITIVE/CRITICAL AREAS AND THEIR BUFFERS, SIGNIFICANT TREES AND DRAINAGE COURSES SHALL BE CLEARLY STAKED AND MARKED AS SHOWN ON PLANS.
3. PROPERTIES ADJACENT TO THE PROJECT SITE THAT ARE SUBJECT TO POTENTIAL EROSION CAUSED BY CONSTRUCTION ACTIVITIES SHALL BE PROTECTED FROM SEDIMENT DEPOSITION.
4. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN 30 DAYS AFTER FINAL SITE STABILIZATION IS ACHIEVED. TRAPPED SEDIMENT SHALL BE REMOVED OR STABILIZED ON SITE. DISTURBED SOIL AREAS RESULTING FROM REMOVAL SHALL BE PERMANENTLY STABILIZED.
5. ALL POLLUTANTS OTHER THAN SEDIMENT THAT OCCUR ON-SITE DURING CONSTRUCTION SHALL BE HANDLED AND DISPOSED OF IN A MANNER THAT DOES NOT CAUSE CONTAMINATION OF STORM WATER OR THE SITE.
6. ALL TEMPORARY AND PERMANENT EROSION AND SEDIMENT CONTROL FACILITIES SHALL BE INSPECTED, MAINTAINED, AND REPAIRED BY THE CONTRACTOR AS NEEDED TO ASSURE CONTINUED PERFORMANCE OF THEIR INTENDED USE.
7. THE CONTRACTOR IS RESPONSIBLE TO PROVIDE ADDITIONAL EROSION CONTROL MEASURES, INCLUDING BUT NOT LIMITED TO SILT FENCING. SEDIMENT PONDS/TRAPS, DIVERSIONS SWALES, CHECK DAMS, SEDIMENT BARRIERS, FILTER FABRIC, MULCH, AND SEEDING, AS CONDITIONS REQUIRE. THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER.
8. THE CONTRACTOR SHALL BE RESPONSIBLE AT ALL TIMES FOR PREVENTING SILT-LADEN RUNOFF FROM DISCHARGING FROM THE PROJECT SITE. FAILURE BY THE CONTRACTOR AND/OR OWNER CAN RESULT IN A FINE.
9. AT NO TIME SHALL CONCRETE, CONCRETE BY-PRODUCTS, VEHICLE FLUIDS, PAINT, CHEMICALS, OR OTHER POLLUTING MATTER BE PERMITTED TO DISCHARGE TO THE TEMPORARY OR PERMANENT DRAINAGE SYSTEM, OR TO DISCHARGE FROM THE PROJECT SITE.
10. AT ALL TIMES OF THE YEAR, THE CONTRACTOR SHALL HAVE SUFFICIENT MATERIALS, EQUIPMENT AND LABOR ON-SITE TO STABILIZE AND PREVENT EROSION FROM ALL DENUDED AREAS WITHIN 12-HOURS AS SITE AND WEATHER CONDITIONS DICTATE. CONTRACTOR SHALL PROVIDE DUST CONTROL, AS NECESSARY, TO BE COMPLIANT WITH ALL LOCAL AND STATE CLEAN AIR/DUST CONTROL POLICIES. THE SPRAYING OF WATER ON DRY AREAS SHALL BE USED TO CONTROL DUST. CONTRACTOR SHALL SUPPLY ALL THE NECESSARY WATER FOR DUST CONTROL.
11. CONTRACTOR SHALL BE RESPONSIBLE TO RESTORE ALL ADJACENT PROPERTIES TO THEIR ORIGINAL CONDITION DUE TO ANY CONSTRUCTION RELATED ACTIVITIES AT NO ADDITIONAL COST TO THE OWNER.
12. NONCOMPLIANCE WITH EROSION CONTROL REQUIREMENTS, WATER QUALITY REQUIREMENTS AND CLEARING LIMITS VIOLATIONS MAY RESULT IN REVOCATION OF PROJECT PERMITS AND PLAN APPROVAL AND BOND FORECLOSURES.
13. PRIOR TO ANY SITE CONSTRUCTION, INCLUDING CLEARING, LOGGING OR GRADING, THE SITE CLEARING LIMITS SHALL BE LOCATED AND FIELD IDENTIFIED BY THE PROJECT SURVEYOR.
14. STOCKPILES ARE TO BE LOCATED IN SAFE AREAS AND ADEQUATELY PROTECTED BY TEMPORARY SEEDING AND MULCHING. HYDROSEEDING IS PREFERRED.

J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, INC.
3611 S. Zintel Way
Kennewick, WA 99337
Phone: 509.783.2144
www.jub.com

TRAVIS A. MARDIAN
STATE OF WASHINGTON
39882
REGISTERED
PROFESSIONAL ENGINEER
4/3/2023

REUSE OF DRAWINGS
J-U-B SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND OTHER RESERVED RIGHTS OF THESE DRAWINGS, AND THE SAME SHALL NOT BE REUSED WITHOUT J-U-B'S PRIOR WRITTEN CONSENT. ANY REUSE WITHOUT WRITTEN CONSENT BY J-U-B WILL BE AT CLIENT'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO J-U-B

NO.	DESCRIPTION	REVISION	BY	APP.	DATE

SR 14 WIDENING AT PLYMOUTH INDUSTRIAL ROAD
AGRESERVES INC.

EROSION AND SEDIMENT CONTROL

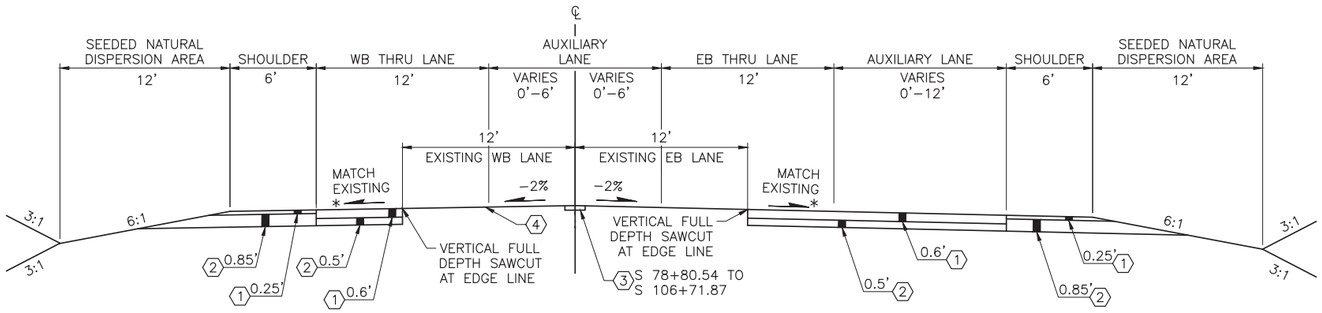
FILE: 30-21-022_C-100
JUB PROJ. # : 30-21-022
DRAWN BY: WSG
DESIGN BY: WSG
CHECKED BY: TAM
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/23/2023

SHEET NUMBER:
C-100

Plot Date:4/3/2023 3:41 PM Plotted By: Mary M. Wilkinson
Date Created:3/23/2022 J:\JUB.COM\CENTRAL\CLIENTS\WAAGRESERVES\PROJECTS\30-21-022_SR14_INTERSECTION\DESIGN\CAD\SHEET\30-21-022_C-100.DWG

SEED MIX

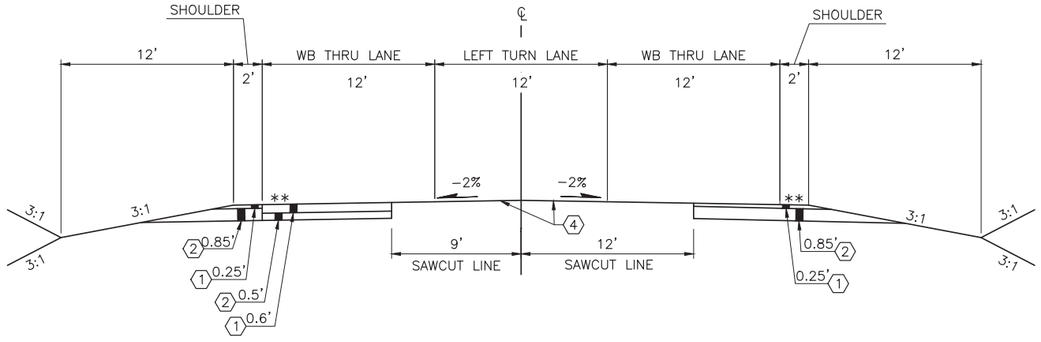
SPECIES (BOTANICAL NAME)	POUNDS PER ACRE
BLUEBUNCH WHEATGRASS "WAHLUKE" (PSEUDOROEGNERIA SPICATA)	5.9
THICKSPIKE WHEATGRASS "SCHWINDEMAR" (AGROPYRON TRACHYCAULUS)	4.65
CRESTED WHEATGRASS "NORDAN" (AGROPYRON CRISTATUM)	0.75
CRESTED WHEATGRASS "SIBERIAN VAVILOV" (AGROPRYRON CRISTATUM)	0.75
SANDBERG BLUEGRASS "DUFFY CREEK" (POA SANDBERGII)	0.83
INDIAN RICEGRASS "NESPAR" (ORYZOPSIS HYMENOIDES)	2.35
NEEDLE AND THREAD GRASS (HESPEROSTIPA COMATA)	0.71
SAND DROPSEED (SPOROBOLUS CRYPTANDRUS)	0.06



ROADWAY SECTION A - SR 14

S 78+80.54 TO S 120+16.40

* SAWCUT AT LANE EDGE AND REMOVE ALL SHOULDER SURFACING TO SUBGRADE. EXISTING SURFACING (EXCEPT HMA) CAN BE USED AS EMBANKMENT MATERIAL IN WIDENED AREAS.



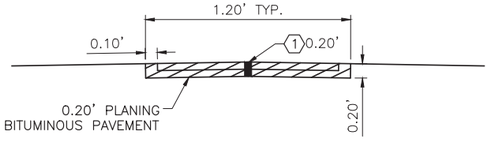
ROADWAY SECTION B - PLYMOUTH INDUSTRIAL RD

P 0+00.00 TO P 3+02.08

** MATCH EXISTING CROSS SLOPE

SURFACING LEGEND

1. HMA CL. 1/2 IN. PG 64H–28
2. CRUSHED SURFACING BASE COURSE
3. REMOVE ℄ RUMBLE STRIPS
4. FOG SEAL EXISTING HMA – FOG SEAL BOTH LANES FROM S 78+80.54 TO S 106+72
   – FOG SEAL EB LANE ONLY TO END OF PROJECT



RUMBLE STRIP REMOVAL

S 78+80.54 TO S 106+71.87

NOTES:

1. ALL DEPTHS SHOWN ARE COMPACTED DEPTHS.
2. SEE PAVING AND CHANNELIZATION PLAN FOR WIDTHS THAT VARY.

J-U-B ENGINEERS, INC.
J-U-B ENGINEERS, INC.
3611 S. Zintel Way
Kennewick, WA 99337
Phone: 509.783.2144
www.jub.com

TRAVIS A. MARDIAN — STATE OF WASHINGTON — 39982 — REGISTERED PROFESSIONAL ENGINEER
4/3/2023

REUSE OF DRAWINGS
J-U-B SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND OTHER RESERVED RIGHTS OF THESE DRAWINGS, AND THE SAME SHALL NOT BE REUSED WITHOUT J-U-B'S PRIOR WRITTEN CONSENT. ANY REUSE WITHOUT WRITTEN CONSENT BY J-U-B WILL BE AT CLIENT'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO J-U-B.

NO.	DESCRIPTION	BY	APP.	DATE
	REVISION			

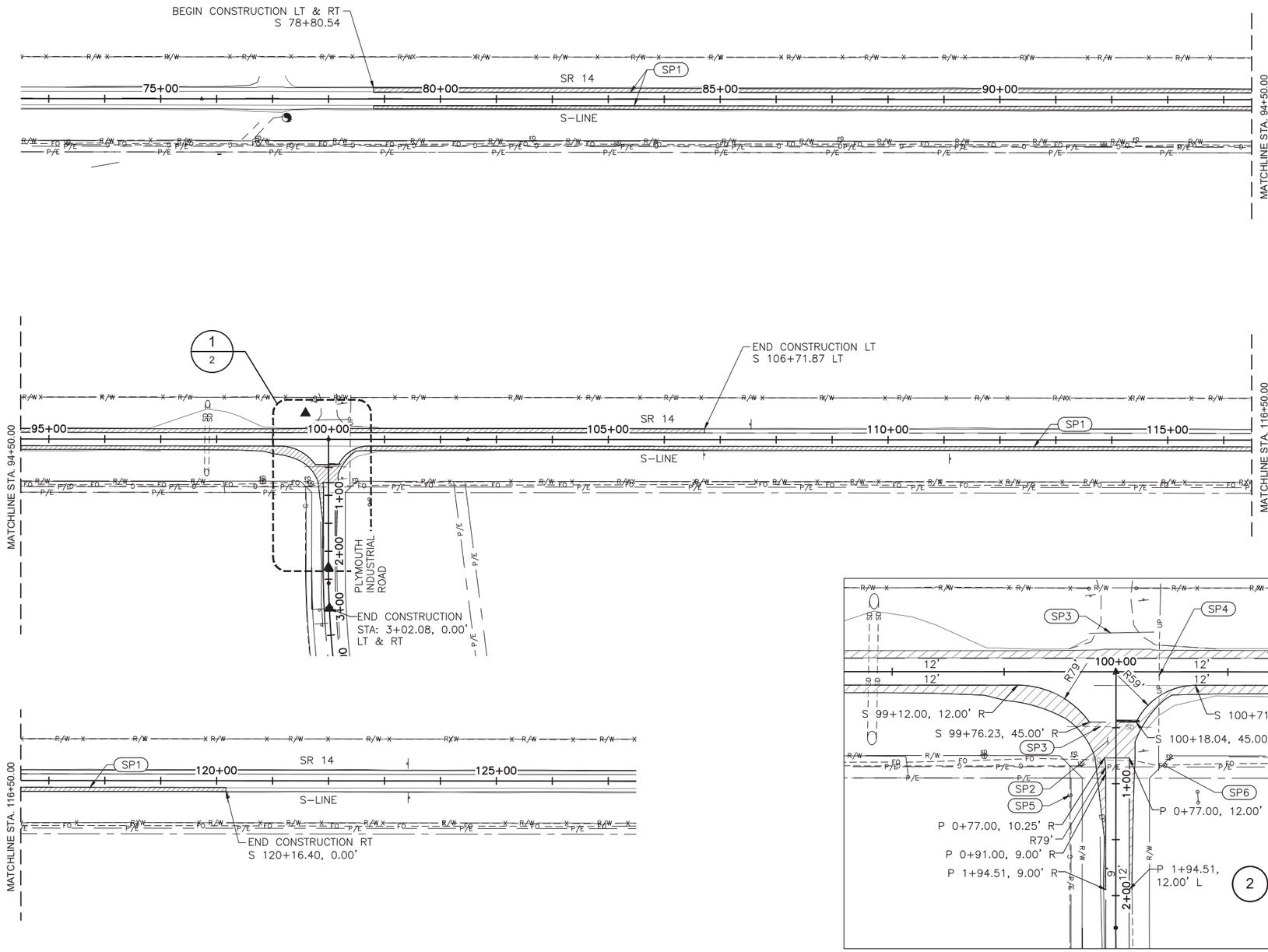
SR 14 WIDENING AT PLYMOUTH INDUSTRIAL ROAD
AGRESERVES INC.

TYPICAL ROADWAY SECTIONS

FILE: 30-21-022_C-101
JUB PROJ. # : 30-21-022
DRAWN BY: WSG
DESIGN BY: WSG
CHECKED BY: TAM
ONE INCH
AT FULL SIZE. IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/23/2023

SHEET NUMBER:
C-101

Plot Date:4/3/2023 3:41 PM Plotted By: Mary M. Wilkinson
Date Created:2/7/2023 \\JUB.COM\CENTRAL\CLIENTS\WA\AGRESERVES\PROJECTS\30-21-022_SR14_INTERSECTION\DESIGN\CAD\SHEET\30-21-022_C-101.DWG



0 100 200
SCALE IN FEET

KEYED NOTES

SITE PREPARATION

- (SP1) SAWCUT AND REMOVE EXISTING SHOULDER SURFACING TO PROPOSED SUBGRADE
- (SP2) SAWCUT AND REMOVE EXISTING SURFACING FOR CULVERT REMOVAL. SEE TRENCH DETAIL THIS SHEET AND SHEET C–203 FOR CULVERT DESIGN
- (SP3) REMOVE 12" CMP CULVERT PIPE
- (SP4) UTILITY RELOCATE BY OTHERS. COORDINATE WITH BENTON REA
- (SP5) UTILITY RELOCATE BY OTHERS. COORDINATE WITH CASCADE NATURAL GAS
- (SP6) UTILITY RELOCATE BY OTHERS. COORDINATE WITH VERIZON

LEGEND

EXISTING ASPHALT TO BE REMOVED (5461 SY)

Know what's below. Call before you dig.

CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES

J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, INC.
3611 S. Zintel Way
Kennewick, WA 99337
Phone: 509.783.2144
www.jub.com

TRAVIS A. MARDIAN
STATE OF WASHINGTON
39882
REGISTERED
PROFESSIONAL ENGINEER
4/3/2023

REUSE OF DRAWINGS
J-U-B SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND OTHER RESERVED RIGHTS OF THESE DRAWINGS, AND THE SAME SHALL NOT BE REUSED WITHOUT J-U-B'S PRIOR WRITTEN CONSENT. ANY REUSE WITHOUT WRITTEN CONSENT BY J-U-B WILL BE AT CLIENT'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO J-U-B.

NO.	DESCRIPTION	BY	APP.	DATE
	REVISION			

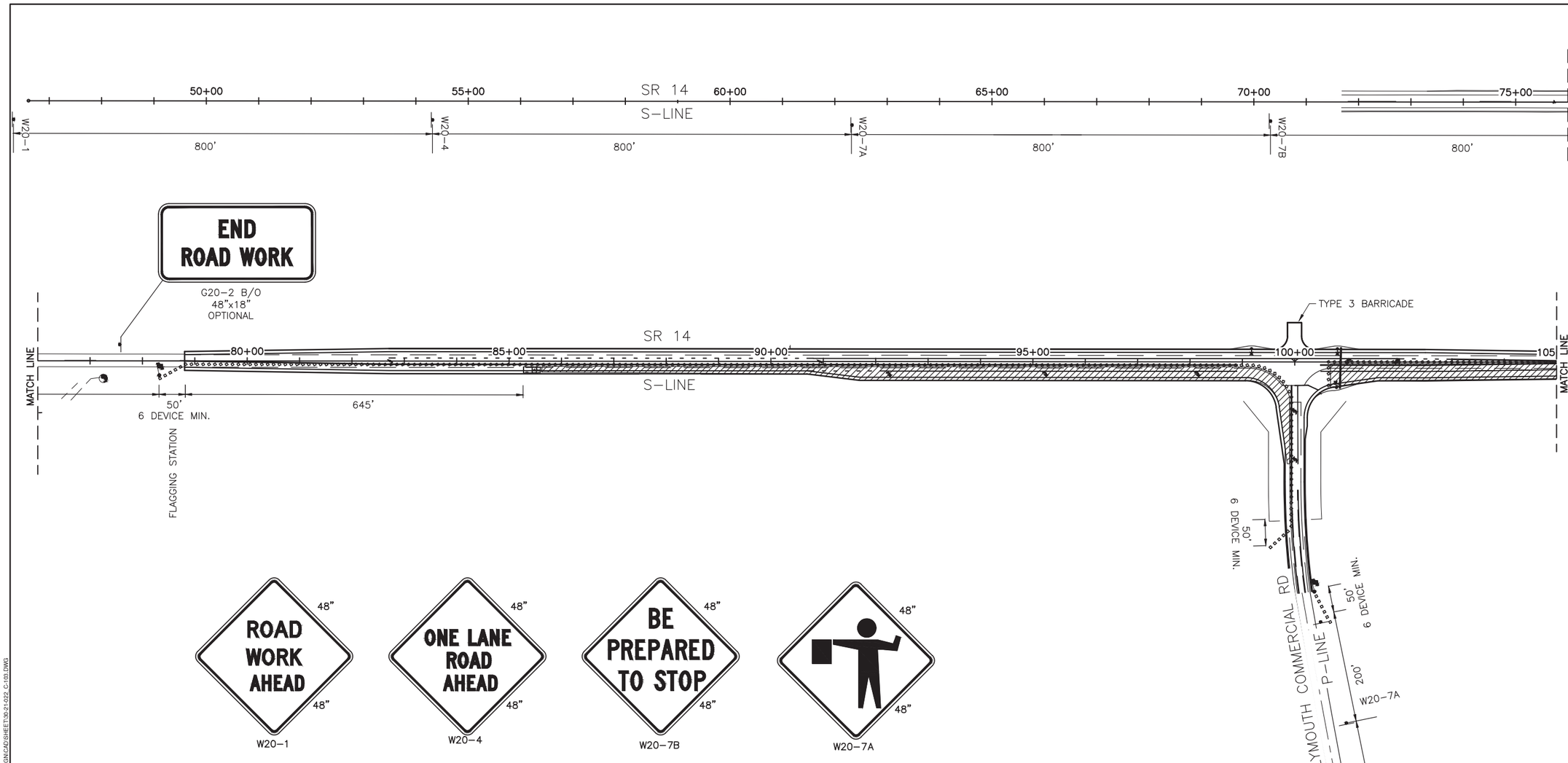
SR 14 WIDENING AT PLYMOUTH INDUSTRIAL ROAD
AGRESERVES INC.

SITE PREPARATION

FILE:	30-21-022_C-102
JUB PROJ. # :	30-21-022
DRAWN BY:	WSG
DESIGN BY:	WSG
CHECKED BY:	TAM
	ONE INCH AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED:	2/23/2023

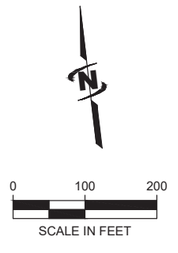
SHEET NUMBER:
C-102

Plot Date:4/3/2023 3:42 PM Plotted By: Mary M. Wilkinson
Date Created:8/31/2022 - J:\JUB.COM\CENTRAL\CLIENTS\WAAGRESERVES\PROJECTS\30-21-022_SR14 INTERSECTION\DESIGN\CAD\SHEET\30-21-022_C-102.DWG



TRAFFIC CONTROL NOTES

1. ALL TEMPORARY TRAFFIC CONTROL SIGNS AND DEVICES SHALL COMPLY WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) 2009 EDITION AND REVISION NUMBERS 1 AND 2.
2. ALL TEMPORARY CONSTRUCTION SIGNS SHALL HAVE A BLACK LEGEND AND BORDER ON AN ORANGE BACKGROUND. SIGNS USED AT NIGHT SHALL BE EITHER RETROREFLECTIVE WITH MATERIAL THAT HAS A SMOOTH, SEALED OUTER SURFACE OR ILLUMINATED TO SHOW THE SAME SHAPE AND SIMILAR COLOR BOTH DAY AND NIGHT.
3. FOR LAYOUT OF SIGN SYMBOLS AND TEXT REFER TO WSDOT SIGN FABRICATION MANUAL M55-05, JULY 2021 EDITION.
4. CONTRACTOR REQUIRED TO KEEP 1 LANE OPEN AT ALL TIMES ON ALL ROADWAYS.
5. TRAFFIC CONTROL SET UP SHOWN FOR ONE HALF OF ROAD CROSSING ONLY. ADJUST TRAFFIC CONTROL FOR REMAINING CROSSING CONSTRUCTION AS NEEDED.
6. SIGN SPACING SHALL BE 800' ALONG SR 14.
7. AT THE END OF EACH WORKDAY THE SR-14 EASTBOUND AND WESTBOUND TRAVEL LANES SHALL BE OPEN TO TRAFFIC. CONTRACTOR SHALL PROTECT ALL DROP OFFS EXPOSED TO TRAFFIC DURING NONWORKING HOURS BY CONSTRUCTING A WEDGE OF COMPACTED MATERIAL AT THE SAW CUT EDGE AT A SLOPE OF NO GREATER THAN 4:1. PLASTIC SAFETY DRUMS SHALL BE PLACED ALONG THE EDGE OF TRAVEL LANE OUTSIDE OF THE TRAVELED WAY. SEE WSDOT STD. SPECIFICATION 1-07.23(1).



LEGEND

- FLAGGING STATION
- TEMPORARY SIGN LOCATION
- CHANNELIZING DEVICES
- PROTECTIVE VEHICLE
- WORK AREA
- MOTORIST VEHICLE
- PILOT VEHICLE

J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, INC.
3611 S. Zintel Way
Kennewick, WA 99337
Phone: 509.783.2144
www.jub.com

TRAVIS A. MARDIAN
STATE OF WASHINGTON
39682
REGISTERED
PROFESSIONAL ENGINEER
4/3/2023

REUSE OF DRAWINGS
J-U-B SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND OTHER RESERVED RIGHTS OF THESE DRAWINGS, AND THE SAME SHALL NOT BE REUSED WITHOUT J-U-B'S PRIOR WRITTEN CONSENT. ANY REUSE WITHOUT WRITTEN CONSENT BY J-U-B WILL BE AT CLIENT'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO J-U-B.

NO.	DESCRIPTION	BY	APP.	DATE
	REVISION			

SR 14 WIDENING AT PLYMOUTH INDUSTRIAL ROAD
AGRESERVES INC.

TRAFFIC CONTROL PLAN

FILE :	30-21-022_C-103
JUB PROJ. # :	30-21-022
DRAWN BY:	WSG
DESIGN BY:	WSG
CHECKED BY:	TAM

ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY

LAST UPDATED: 3/22/2023

SHEET NUMBER:
C-103

Plot Date:4/3/2023 3:42 PM Plotted By: Mary M. Wilkinson
Date Created:8/18/2022 \\JUB.COM\CENTRAL\CLIENTS\WA\AGRESERVES\PROJECTS\30-21-022_SR14_INTERSECTIONDESIGN\CAD\SHEET\30-21-022_C-103.DWG

W20-1

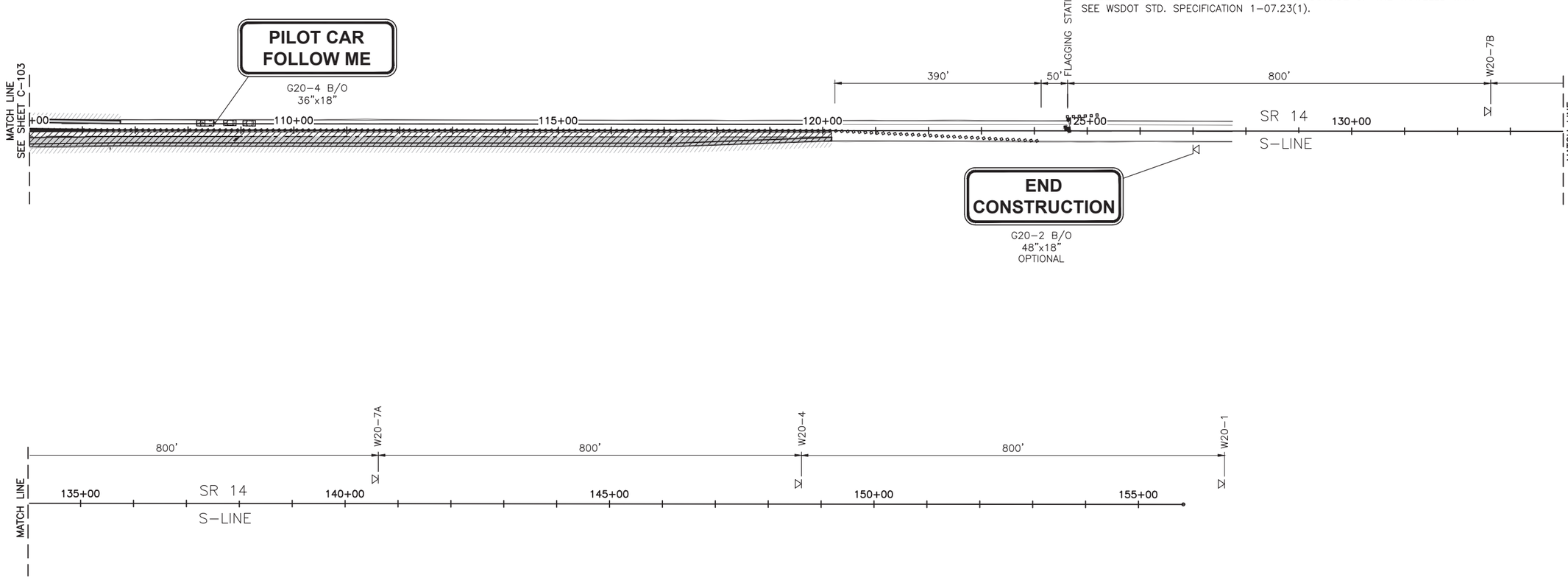
W20-4

W20-7B

W20-7A

TRAFFIC CONTROL NOTES

1. ALL TEMPORARY TRAFFIC CONTROL SIGNS AND DEVICES SHALL COMPLY WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) 2009 EDITION AND REVISION NUMBERS 1 AND 2.
2. ALL TEMPORARY CONSTRUCTION SIGNS SHALL HAVE A BLACK LEGEND AND BORDER ON AN ORANGE BACKGROUND. SIGNS USED AT NIGHT SHALL BE EITHER RETROREFLECTIVE WITH MATERIAL THAT HAS A SMOOTH, SEALED OUTER SURFACE OR ILLUMINATED TO SHOW THE SAME SHAPE AND SIMILAR COLOR BOTH DAY AND NIGHT.
3. FOR LAYOUT OF SIGN SYMBOLS AND TEXT REFER TO WSDOT SIGN FABRICATION MANUAL M55-05, JULY 2021 EDITION.
4. CONTRACTOR REQUIRED TO KEEP 1 LANE OPEN AT ALL TIMES ON ALL ROADWAYS.
5. TRAFFIC CONTROL SET UP SHOWN FOR ONE HALF OF ROAD CROSSING ONLY. ADJUST TRAFFIC CONTROL FOR REMAINING CROSSING CONSTRUCTION AS NEEDED.
6. SIGN SPACING SHALL BE 800' ALONG SR 14.
7. AT THE END OF EACH WORKDAY THE SR-14 EASTBOUND AND WESTBOUND TRAVEL LANES SHALL BE OPEN TO TRAFFIC. CONTRACTOR SHALL PROTECT ALL DROP OFFS EXPOSED TO TRAFFIC DURING NONWORKING HOURS BY CONSTRUCTING A WEDGE OF COMPACTED MATERIAL AT THE SAW CUT EDGE AT A SLOPE OF NO GREATER THAN 4:1. PLASTIC SAFETY DRUMS SHALL BE PLACED ALONG THE EDGE OF TRAVEL LANE OUTSIDE OF THE TRAVELED WAY. SEE WSDOT STD. SPECIFICATION 1-07.23(1).



LEGEND

- FLAGGING STATION
- TEMPORARY SIGN LOCATION
- CHANNELIZING DEVICES
- PROTECTIVE VEHICLE
- WORK AREA
- MOTORIST VEHICLE
- PILOT VEHICLE

N

0 100 200

SCALE IN FEET

J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, INC.
3611 S. Zintel Way
Kennewick, WA 99337
Phone: 509.783.2144
www.jub.com

TRAVIS A. MARDIAN
STATE OF WASHINGTON
39982
REGISTERED
PROFESSIONAL ENGINEER
4/3/2023

REUSE OF DRAWINGS
J-U-B SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND OTHER RESERVED RIGHTS OF THESE DRAWINGS, AND THE SAME SHALL NOT BE REUSED WITHOUT J-U-B'S PRIOR WRITTEN CONSENT. ANY REUSE WITHOUT WRITTEN CONSENT SHALL BE AT CLIENT'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO J-U-B.

NO.	DESCRIPTION	REVISION	BY	APP.	DATE

SR 14 WIDENING AT PLYMOUTH INDUSTRIAL ROAD
AGRESERVES INC.

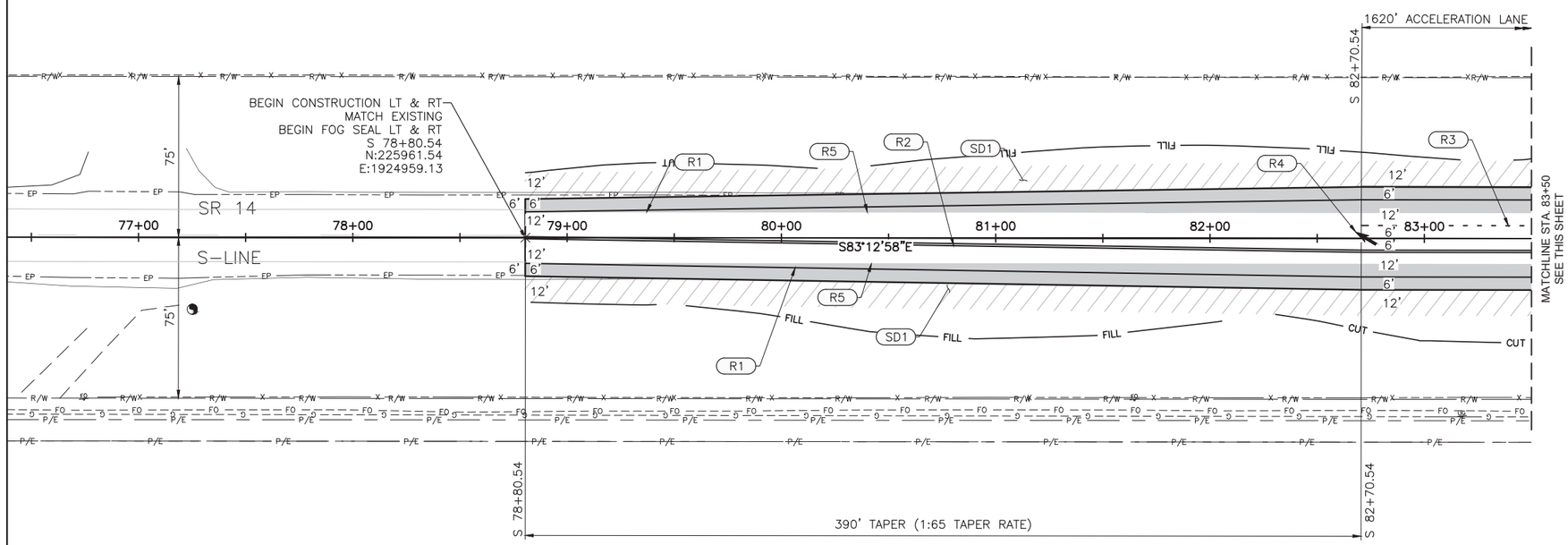
TRAFFIC CONTROL PLAN

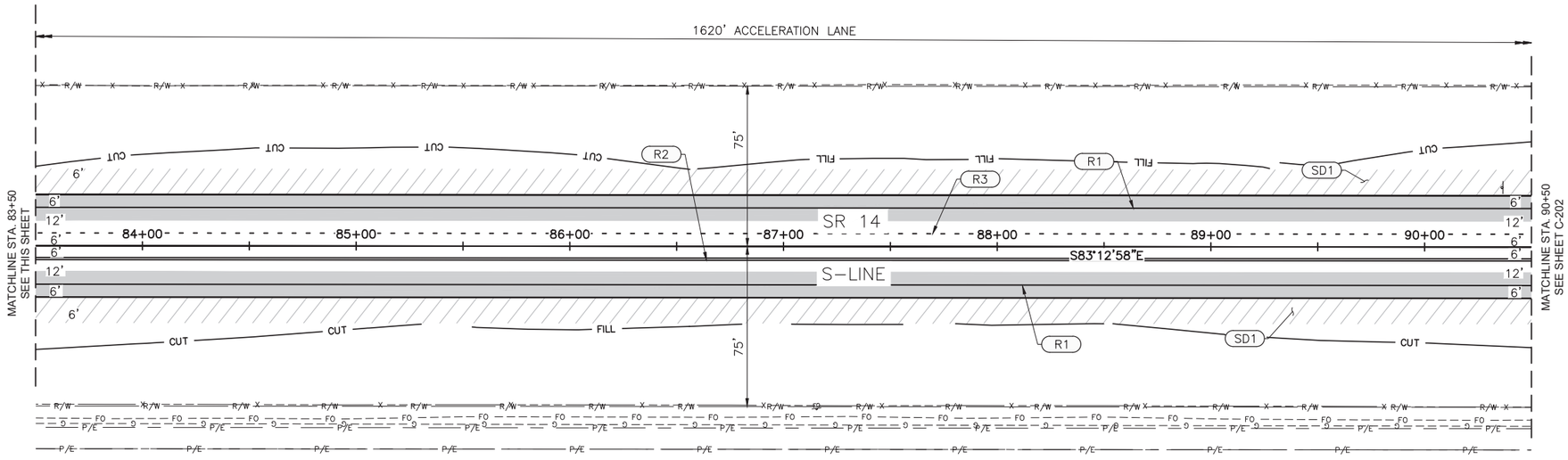
FILE : 30-21-022_C-104
JUB PROJ. # : 30-21-022
DRAWN BY: WSG
DESIGN BY: WSG
CHECKED BY: TAM
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 3/22/2023

SHEET NUMBER:
C-104

Plot Date:4/3/2023 3:43 PM Plotted By: Mary M. Wilkinson
Date Created:6/16/2022 \\JUB.COM\CENTRAL\C1\ENTSWA\AGRESERVES\PROJECTS\30-21-022_SR14_INTERSECTION\DESIGN\CAD\SHEET\30-21-022_C-104.DWG

SECTION 1, TOWNSHIP 5N, RANGE 27E, W.M.





KEYED NOTES

ROADWAY

- (R1) PAINTED WHITE EDGE LINE
- (R2) PAINTED DOUBLE YELLOW CENTERLINE (NARROW PATTERN) WITH RUMBLE STRIP
- (R3) PAINTED DOTTED EXTENSION LINE
- (R4) PLASTIC TYPE 6SR TRAFFIC ARROW
- (R5) MATCH EXISTING LANE EDGE

STORM

- (SD1) NATURAL DISPERSION AREA (SHOWN HATCHED)

Know what's below. Call before you dig.

CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES

0 30 60

SCALE IN FEET

J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, INC.
3611 S. Zintel Way
Kennewick, WA 99337
Phone: 509.783.2144
www.jub.com

TRAVIS A. MARDIAN — STATE OF WASHINGTON — 39882 — REGISTERED PROFESSIONAL ENGINEER

4/3/2023

REUSE OF DRAWINGS
J-U-B SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND OTHER RESERVED RIGHTS OF THESE DRAWINGS, AND THE SAME SHALL NOT BE REUSED WITHOUT J-U-B'S PRIOR WRITTEN CONSENT. ANY REUSE WITHOUT WRITTEN CONSENT BY J-U-B WILL BE AT CLIENT'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO J-U-B

NO.	DESCRIPTION	BY	APP.	DATE
	REVISION			

SR 14 WIDENING AT PLYMOUTH INDUSTRIAL ROAD
AGRESERVES INC.

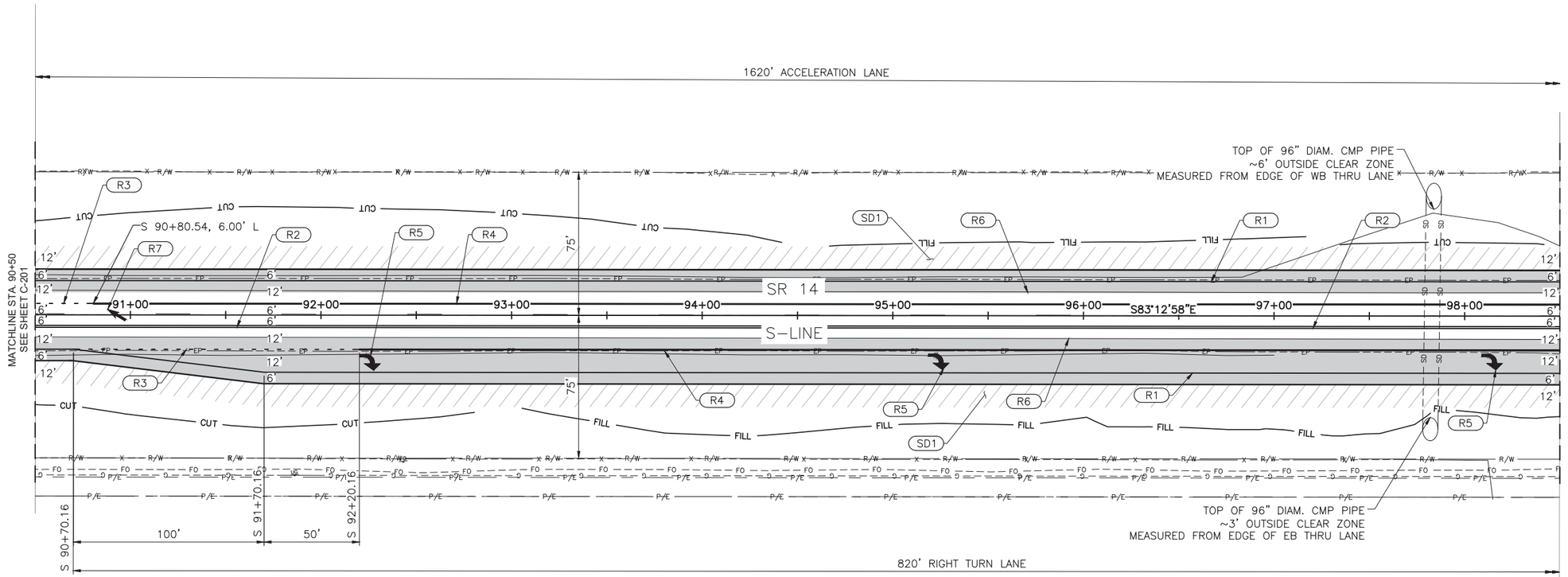
STA 76+50 TO STA 90+50
PAVING AND CHANNELIZATION PLAN

FILE :	30-21-022_C-201
JUB PROJ. # :	30-21-022
DRAWN BY:	WSG
DESIGN BY:	WSG
CHECKED BY:	TAM
ONE INCH	AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED:	2/23/2023

SHEET NUMBER:
C-201

Plot Date:4/3/2023 3:43 PM Plotted By: Mary M. Wilkinson
Drawn Created:2/7/2023 \\JUB.COM\CENTRAL\CLIENTS\WA\AGRESERVES\PROJECTS\30-21-022_SR14_INTERSECTION\DESIGN\CAD\SHEET\30-21-022_C-201.DWG

SECTION 1, TOWNSHIP 5N, RANGE 27E, W.M.



KEYED NOTES

ROADWAY

- (R1) PAINTED WHITE EDGE LINE
- (R2) PAINTED DOUBLE YELLOW CENTERLINE (NARROW PATTERN) WITH RUMBLE STRIP
- (R3) PAINTED DOTTED EXTENSION LINE
- (R4) PAINTED WIDE LANE LINE
- (R5) PLASTIC TYPE 2R TRAFFIC ARROW
- (R6) MATCH EXISTING LANE EDGE
- (R7) PLASTIC TYPE 6SR TRAFFIC ARROW

STORM

- (SD1) NATURAL DISPERSION AREA (SHOWN HATCHED)

811 Know what's below. Call before you dig.

CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES

N

0 30 60

SCALE IN FEET

J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, INC.
3611 S. Zintel Way
Kennewick, WA 99337
Phone: 509.783.2144
www.jub.com

TRAVIS A. MARDIAN — STATE OF WASHINGTON — 39882 — REGISTERED PROFESSIONAL ENGINEER

4/3/2023

REUSE OF DRAWINGS
J-U-B SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND OTHER RESERVED RIGHTS OF THESE DRAWINGS, AND THE SAME SHALL NOT BE REUSED WITHOUT J-U-B'S PRIOR WRITTEN CONSENT. ANY REUSE WITHOUT WRITTEN CONSENT BY J-U-B WILL BE AT CLIENT'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO J-U-B.

NO.	DESCRIPTION	BY	APP.	DATE
	REVISION			

SR 14 WIDENING AT PLYMOUTH INDUSTRIAL ROAD
AGRESERVES INC.

STA 90+50 TO STA 98+50
PAVING AND CHANNELIZATION PLAN

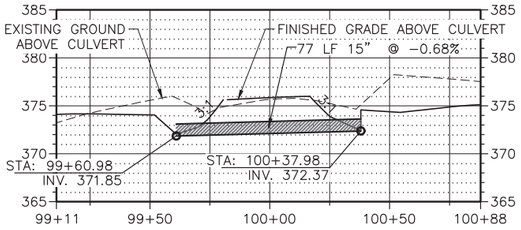
FILE : 30-21-022_C-202
JUB PROJ. # : 30-21-022
DRAWN BY: WSG
DESIGN BY: WSG
CHECKED BY: TAM
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/23/2023

SHEET NUMBER:
C-202

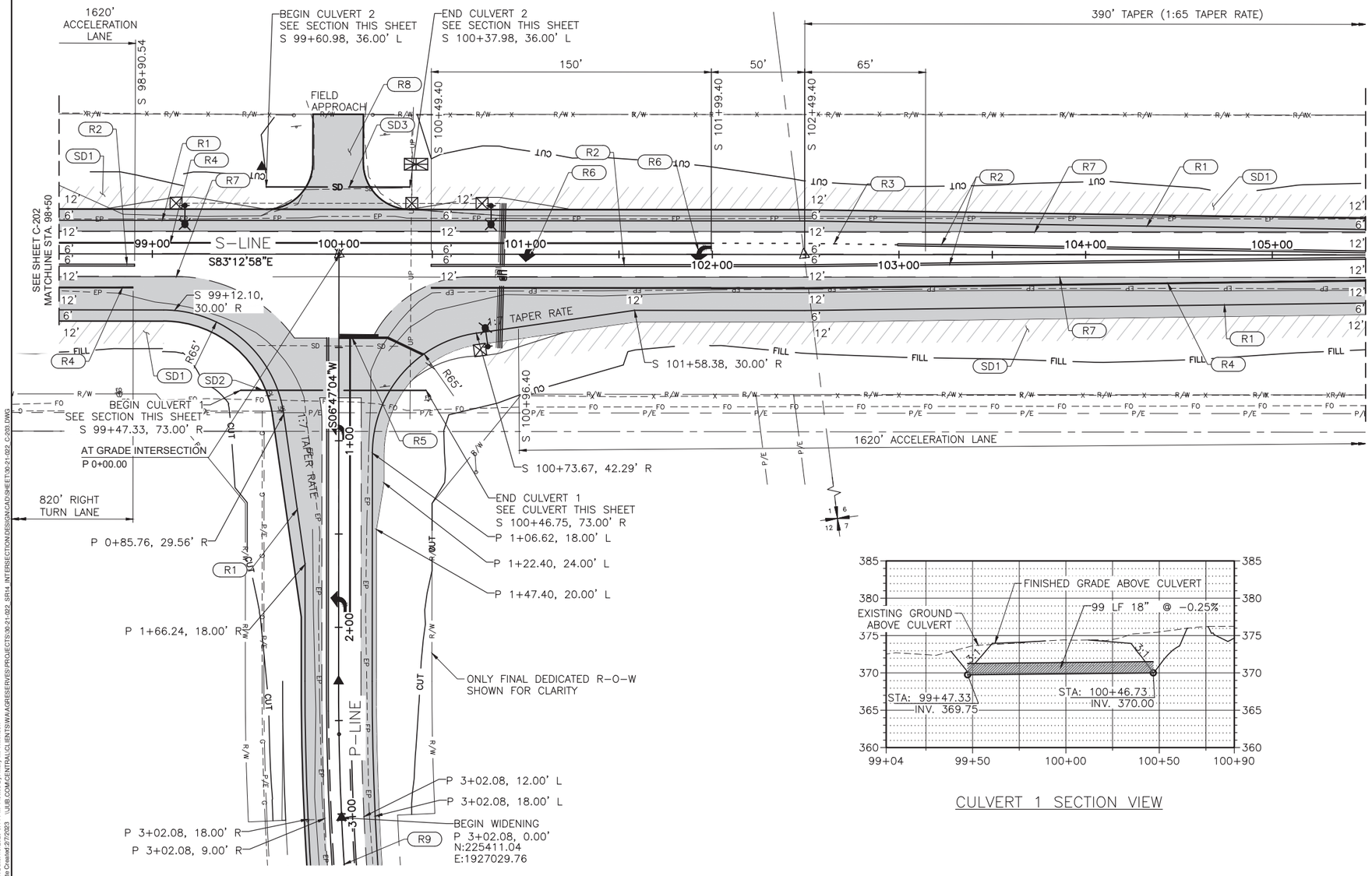
Plot Date:4/3/2023 3:44 PM Plotted By: Mary M. Wilkinson
Date Created:2/7/2023 J:\JUB.COM\CENTRAL\CLIENTS\WA\AGRESERVES\PROJECTS\30-21-022_SR14_INTERSECTION\DESIGN\CAD\SHEET\30-21-022_C-202.DWG

SECTION 1, TOWNSHIP 5N, RANGE 27E, W.M.

SECTION 6, TOWNSHIP 5N, RANGE 28E, W.M.



CULVERT 2 SECTION VIEW



CULVERT 1 SECTION VIEW

KEYED NOTES

ROADWAY

- (R1) PAINTED WHITE EDGE LINE
- (R2) PAINTED DOUBLE YELLOW CENTERLINE (NARROW PATTERN) WITH RUMBLE STRIP
- (R3) PAINTED DOTTED EXTENSION LINE
- (R4) PAINTED WIDE LANE LINE
- (R5) PLASTIC STOP LINE
- (R6) PLASTIC TYPE 2L TRAFFIC ARROW
- (R7) MATCH EXISTING LANE EDGE
- (R8) SEE PAVING DETAILS
- (R9) 3-LANE SECTION TO CONTINUE SOUTH IN A FUTURE PROJECT

STORM

- (SD1) NATURAL DISPERSION AREA (SHOWN HATCHED)
- (SD2) PLAIN ST. CULV. PIPE 18 IN. DIAM. 99 LF
- (SD3) PLAIN ST. CULV. PIPE 15 IN. DIAM. 77 LF

811 Know what's below. Call before you dig.

CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES

HORZ 0 50 100
VERT 0 5 10
SCALE IN FEET

J-U-B ENGINEERS, INC.
J-U-B ENGINEERS, INC.
3611 S. Zintel Way
Kennewick, WA 99337
Phone: 509.783.2144
www.jub.com

TRAVIS A. MARDIAN
STATE OF WASHINGTON
39982
REGISTERED
PROFESSIONAL ENGINEER
4/3/2023

REUSE OF DRAWINGS
J-U-B SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND OTHER RESERVED RIGHTS OF THESE DRAWINGS, AND THE SAME SHALL NOT BE REUSED WITHOUT J-U-B'S PRIOR WRITTEN CONSENT. ANY REUSE WITHOUT SUCH CONSENT SHALL BE AT CLIENT'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO J-U-B.

NO.	REVISION	BY	APP.	DATE

SR 14 WIDENING AT PLYMOUTH INDUSTRIAL ROAD
AGRESERVES INC.

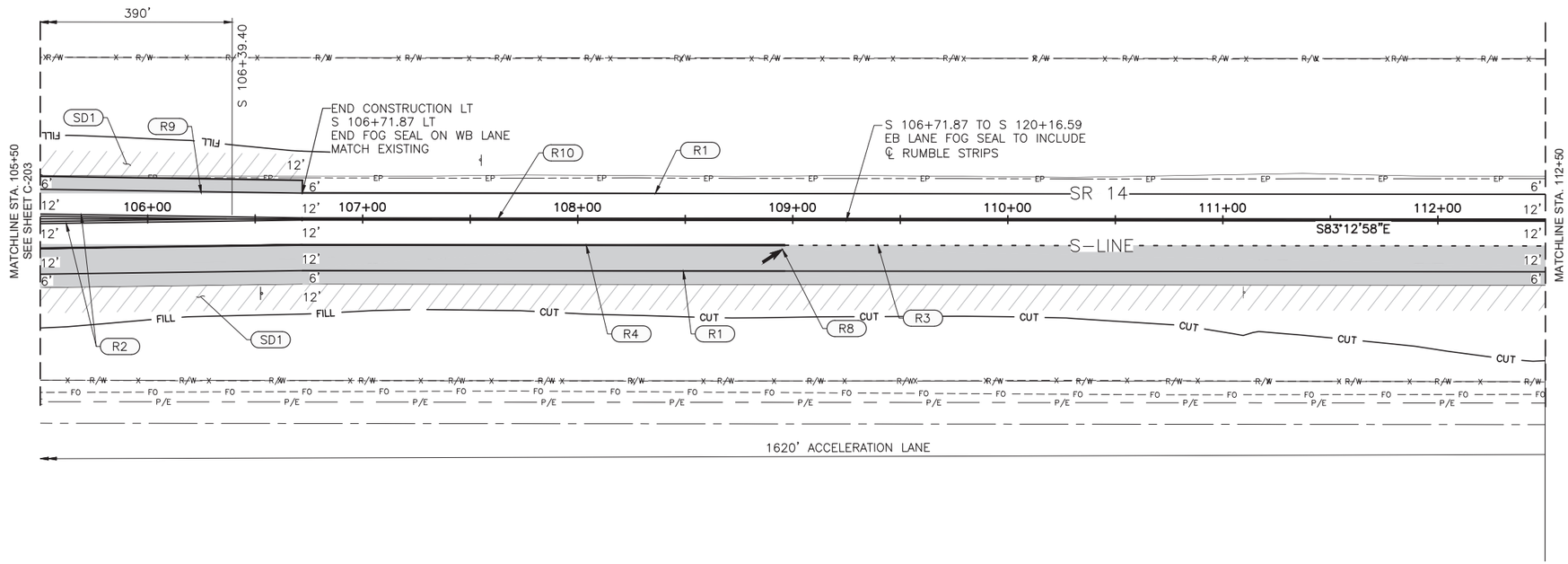
STA 98+50 TO STA 105+50
PAVING AND CHANNELIZATION PLAN

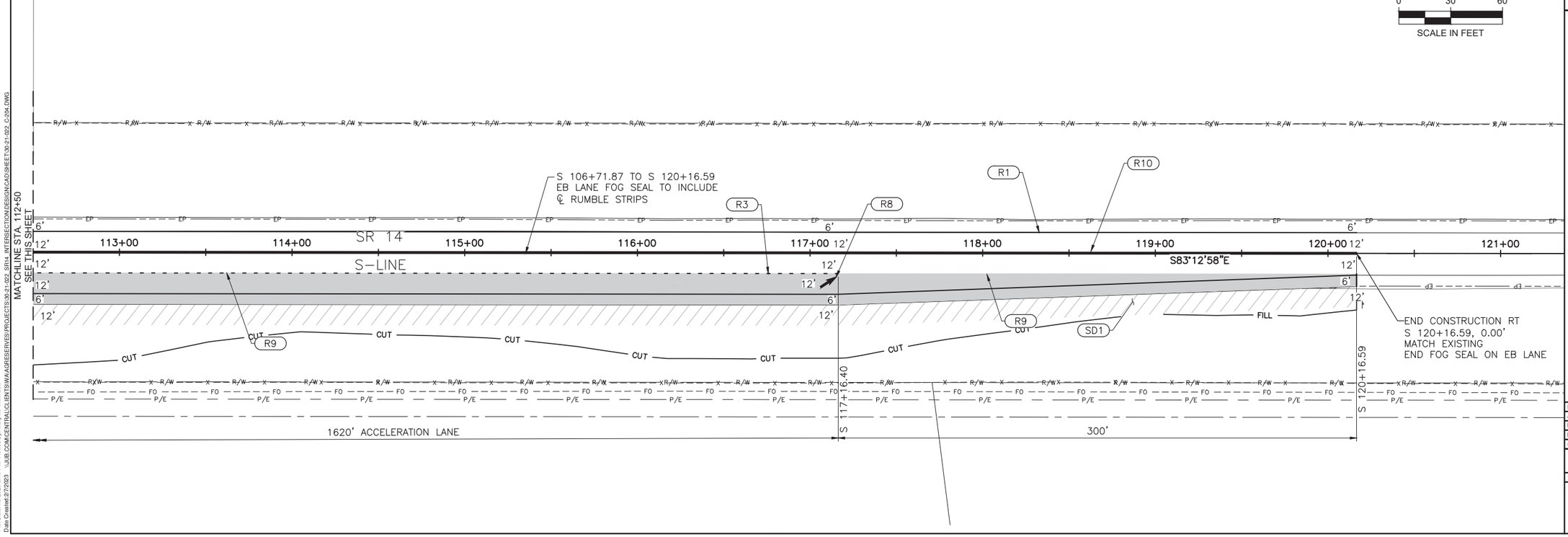
FILE : 30-21-022_C-203
JUB PROJ. # : 30-21-022
DRAWN BY: WSG
DESIGN BY: WSG
CHECKED BY: TAM
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/23/2023

SHEET NUMBER:
C-203

Plot Date:4/3/2023 3:44 PM Plotted By: Mary M. Wilkinson
Drawn Created:2/7/2023 \\JUB.COM\CENTRAL\CLIENTS\WA\AGRESERVES\PROJECTS\30-21-022_SR14_INTERSECTION\DESIGN\CAD\SHEET\30-21-022_C-203.DWG

SECTION 6, TOWNSHIP 5N, RANGE 28E, W.M.





KEYED NOTES

ROADWAY

- (R1) PAINTED WHITE EDGE LINE
- (R2) PAINTED DOUBLE YELLOW CENTERLINE (NARROW PATTERN) WITH RUMBLE STRIP
- (R3) PAINTED DOTTED EXTENSION LINE
- (R4) PAINTED WIDE LANE LINE
- (R5) PLASTIC TYPE 2R TRAFFIC ARROW
- (R6) PLASTIC STOP LINE
- (R7) PLASTIC TYPE 2L TRAFFIC ARROW
- (R8) PLASTIC TYPE 6L TRAFFIC ARROW
- (R9) MATCH EXISTING LANE EDGE
- (R10) PAINTED DOUBLE YELLOW CENTERLINE (NARROW PATTERN)

STORM

- (SD1) NATURAL DISPERSION AREA (SHOWN HATCHED)

811 Know what's below. Call before you dig.

CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES

0 30 60
SCALE IN FEET

J-U-B ENGINEERS, INC.
J-U-B ENGINEERS, INC.
3611 S. Zintel Way
Kennewick, WA 99337
Phone: 509.783.2144
www.jub.com

TRAVIS A. MARDIAN — STATE OF WASHINGTON — 39882 — REGISTERED PROFESSIONAL ENGINEER
4/3/2023

REUSE OF DRAWINGS
J-U-B SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND OTHER RESERVED RIGHTS OF THESE DRAWINGS, AND THE SAME SHALL NOT BE REUSED WITHOUT J-U-B'S PRIOR WRITTEN CONSENT. ANY REUSE WITHOUT WRITTEN CONSENT SHALL BE AT CLIENT'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO J-U-B.

NO.	DESCRIPTION	REVISION	BY	APP.	DATE

SR 14 WIDENING AT PLYMOUTH INDUSTRIAL ROAD AGRESERVES INC.

STA 105+50 TO STA 121+00
PAVING AND CHANNELIZATION PLAN

FILE: 30-21-022_C-204
JUB PROJ. # : 30-21-022
DRAWN BY: WSG
DESIGN BY: WSG
CHECKED BY: TAM
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/23/2023

SHEET NUMBER:
C-204

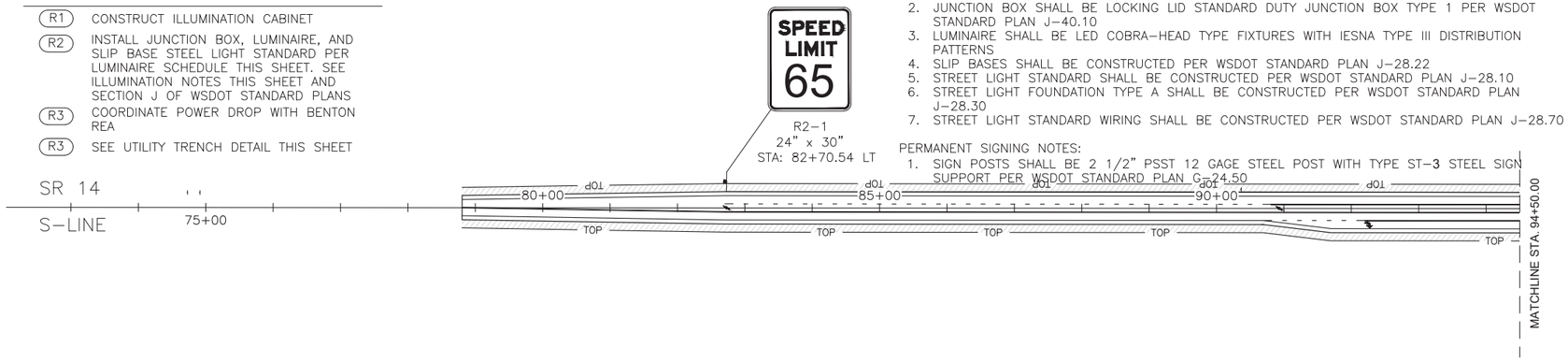
Plot Date:4/3/2023 3:45 PM Plotted By: Mary M. Wilkinson
Date Created:2/7/2023 \\JUB.COM\CENTRAL\CLIENTS\WA\AGRESERVES\PROJECTS\30-21-022_SR14 INTERSECTION\DESIGN\CAD\SHEET\30-21-022_C-204.DWG

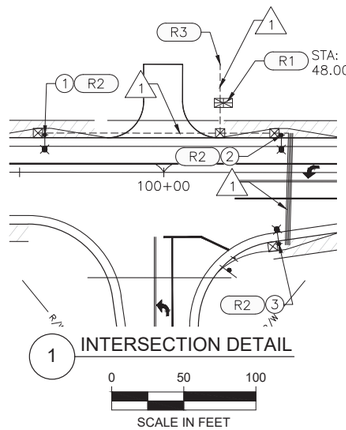
KEYED NOTES

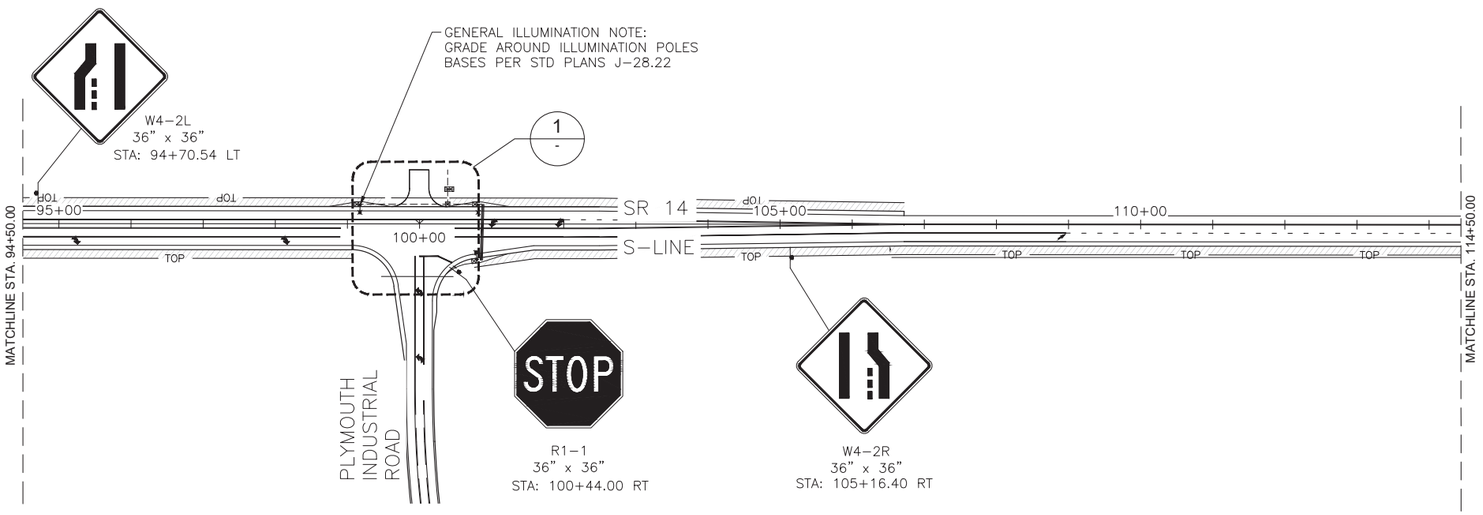
- (R1) CONSTRUCT ILLUMINATION CABINET
- (R2) INSTALL JUNCTION BOX, LUMINAIRE, AND SLIP BASE STEEL LIGHT STANDARD PER LUMINAIRE SCHEDULE THIS SHEET. SEE ILLUMINATION NOTES THIS SHEET AND SECTION J OF WSDOT STANDARD PLANS
- (R3) COORDINATE POWER DROP WITH BENTON REA
- (R3) SEE UTILITY TRENCH DETAIL THIS SHEET

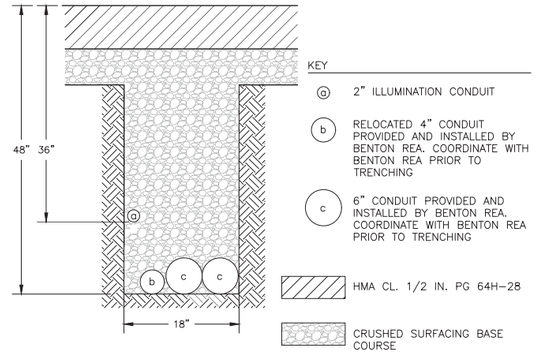
ILLUMINATION NOTES:
1. ILLUMINATION CABINET SHALL BE TYPE B PER WSDOT STANDARD PLAN K–10.10 AND J–10.17
2. JUNCTION BOX SHALL BE LOCKING LID STANDARD DUTY JUNCTION BOX TYPE 1 PER WSDOT STANDARD PLAN J–40.10
3. LUMINAIRE SHALL BE LED COBRA–HEAD TYPE FIXTURES WITH IESNA TYPE III DISTRIBUTION PATTERNS
4. SLIP BASES SHALL BE CONSTRUCTED PER WSDOT STANDARD PLAN J–28.22
5. STREET LIGHT STANDARD SHALL BE CONSTRUCTED PER WSDOT STANDARD PLAN J–28.10
6. STREET LIGHT FOUNDATION TYPE A SHALL BE CONSTRUCTED PER WSDOT STANDARD PLAN J–28.30
7. STREET LIGHT STANDARD WIRING SHALL BE CONSTRUCTED PER WSDOT STANDARD PLAN J–28.70

PERMANENT SIGNING NOTES:
1. SIGN POSTS SHALL BE 2 1/2" PSST 12 GAGE STEEL POST WITH TYPE ST–3 STEEL SIGN SUPPORT PER WSDOT STANDARD PLAN G–24.50

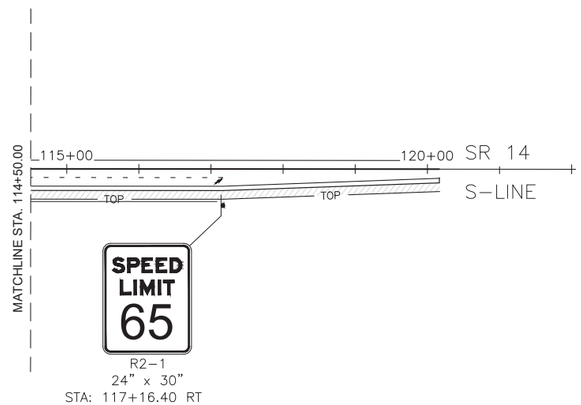


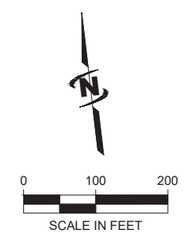






2 UTILITY TRENCH DETAIL





LEGEND
- SERVICE CABINET
- TYPE 1 JUNCTION BOX
- LUMINAIRE
- 2" ILLUMINATION CONDUIT

LUMINAIRE SCHEDULE

NO.	STATION	OFFSET	MAST ARM LENGTH	MOUNT HEIGHT	LUMINAIRE WATTAGE	CKT
1	S 99+17.00	26.00' LT	12'	40'	200W	A
2	S 100+81.00	26.00' LT	12'	40'	200W	A
3	S 100+80.00	50.00' RT	12'	40'	200W	A

WIRING SCHEDULE

RUN	CONDUIT NEW	CONDUIT EXISTING	CONDUCTORS	CKT	REMARKS
1	2"		2#8 AND 1#8G	A	

Know what's below. Call before you dig.

CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES

J-U-B ENGINEERS, INC.
J-U-B ENGINEERS, INC.
3611 S. Zintel Way
Kennewick, WA 99337
Phone: 509.783.2144
www.jub.com

TRAVIS A. MARDIAN — STATE OF WASHINGTON — 39882 — REGISTERED PROFESSIONAL ENGINEER — 4/3/2023

RIANNON L. ZELINSKI — STATE OF WASHINGTON — 20105516 — REGISTERED PROFESSIONAL ENGINEER — 4/3/2023

REUSE OF DRAWINGS
J-U-B SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND OTHER RESERVED RIGHTS OF THESE DRAWINGS AND THE SAME SHALL NOT BE REUSED WITHOUT J-U-B'S PRIOR WRITTEN CONSENT. ANY REUSE WITHOUT SUCH WRITTEN CONSENT BY J-U-B WILL BE AT CLIENT'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO J-U-B

NO.	DESCRIPTION	DATE	BY	APP'D
	REVISION			

SR 14 WIDENING AT PLYMOUTH INDUSTRIAL ROAD

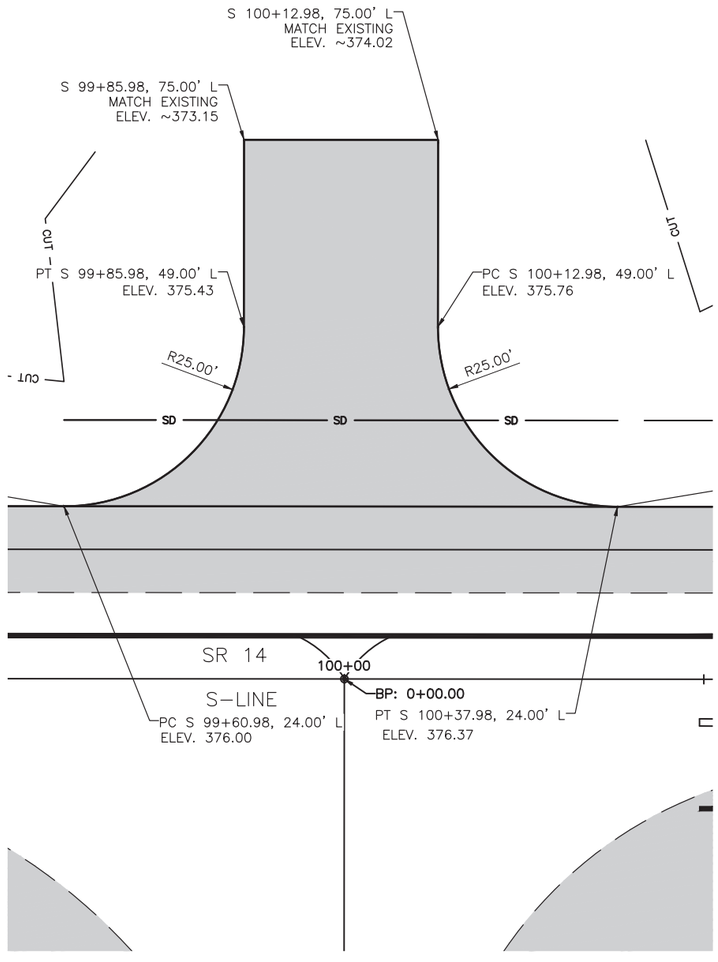
AGRESERVES INC.
SIGNING AND ILLUMINATION PLAN

FILE: 30-21-022_C-301
JUB PROJ. #: 30-21-022
DRAWN BY: WSG
DESIGN BY: WSG
CHECKED BY: TAM
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 4/3/2023

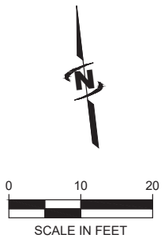
DRAWING:
C-301

SHEET: 14 OF 15

Plot Date:4/3/2023 3:52 PM Plotted By: Mary M. Wilkinson
Date Created:2/28/2023 \\JUB.COM\CENTRAL\CLIENTS\WA\AGRESERVES\PROJECTS\30-21-022_SR14_INTERSECTION\DESIGN\CAD\SHEET\30-21-022_C-301.DWG



1 FARM APPROACH
SCALE: 1"=10'



Know what's below. Call before you dig.

CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES

J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, INC.
3611 S. Zintel Way
Kennewick, WA 99337
Phone: 509.783.2144
www.jub.com

TRAVIS A. MARDIAN
STATE OF WASHINGTON
39882
REGISTERED
PROFESSIONAL ENGINEER
4/3/2023

REUSE OF DRAWINGS
J-U-B SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND OTHER RESERVED RIGHTS OF THESE DRAWINGS, AND THE SAME SHALL NOT BE REUSED WITHOUT J-U-B'S PRIOR WRITTEN CONSENT. ANY REUSE WITHOUT WRITTEN CONSENT BY J-U-B WILL BE AT CLIENT'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO J-U-B.

NO.	DESCRIPTION	BY	APP.	DATE
	REVISION			

SR 14 WIDENING AT PLYMOUTH INDUSTRIAL ROAD
AGRESERVES INC.

PAVING DETAILS

FILE : 30-21-022_C-501
JUB PROJ. # : 30-21-022
DRAWN BY: WSG
DESIGN BY: WSG
CHECKED BY: TAM
ONE INCH
AT FULL SIZE. IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 2/15/2023

SHEET NUMBER:
C-501

Plot Date:4/3/2023 3:46 PM Plotted By: Mary M. Wilkinson
Drawn Created:4/31/2022 J:\JUB.COM\CENTRAL\CLIENTS\WA\AGRESERVES\PROJECTS\30-21-022_SR14_INTERSECTION\DESIGN\CAD\SHEET\30-21-022_C-501.DWG

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 2, 2023
Subject:	Authorizing payment to Vital Records Control, LLC for storage of County records
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

Benton County entered into Resolution 2021-166 with CI Support, LLC dba CI Information Management Company for storage of records for the Clerk's Office, Prosecuting Attorney's Office and Child Support Division. This resolution has now expired.

CI Support, LLC dba CI Information Management Company sold the records storage to Vital Records Control, LLC (VRC). The basement storage space in the Administration Building has been designed and built to accommodate storage of the Clerk's office, Prosecuting Attorney's office and Child Support division's records and the intent was to remove all records stored at VRC into the basement storage area.

The Procurement Department is working with the Clerk's Office, Prosecutor's office and VRC to execute a new contract and/or close out agreement in order to move all records from VRC to the Administration Building basement storage area.

There are invoices needing to be paid by the Departments to VRC. This resolution shall terminate on November 2, 2023.

Fiscal Impact

Amount: varies by department

Fund: **The departments who utilize the authorization will be responsible for the payment and have already been budgeted to do so.**

Recommendation

The Director of Operations and Capital Programs recommends that the Board authorize payment to Vital Records Control, LLC for storage of records. This authorization shall terminate on November 2, 2023.

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 VITAL RECORDS CONTROL, LLC KENNEWICK, WASHINGTON FOR STORAGE OF COUNTY RECORDS

WHEREAS, Benton County entered into Resolution 2021-166 with CI Support, LLC dba CI Information Management Company for storage of records for the Clerk's Office, Prosecuting Attorney's Office, and Child Support Division. This resolution has expired; and

WHEREAS, CI Support, LLC dba CI Information Management Company sold the records storage to Vital Records Control, LLC (VRC); and

WHEREAS, the basement storage space in the Administration Building has been designed and built to accommodate the storage of Clerk's Office, Prosecuting Attorney's Office and Child Support division's records and the intent was to remove all records stored at VRC into the basement storage area; and

WHEREAS, the Procurement Department is working with the Clerk's Office, Prosecutor's Office and VRC to execute a new contract and/or a close out agreement in order to move all records from VRC to the Administration Building basement storage area; and

WHEREAS, there are invoices that need to be paid by the Departments to VRC; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners hereby authorizes payment to Vital Records Control, LLC Kennewick, WA for the storage of County Records; and

BE IT FURTHER RESOLVED, this authorization shall terminate on November 2, 2023.

Dated this 2nd day of May 2023.

_____
Chairman

_____
Chairman Pro-Tem

_____
Commissioner

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Orig.: Purchasing Dept. D. Hope
cc: Auditor, PA, Clerk

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	2 May 2023
Subject:	Rattlesnake Mountain Shooting Facility – Extension of Land Use Agreement
Presenter:	Adam J. Fyall
Prepared By:	AJF
Reviewed By:	AJF

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 Contracts

Summary

The action for consideration today would extend Benton County's Land Use Agreement with the State of Washington for use of the Rattlesnake Mountain Shooting Facility property for an additional 12 years, from 2040 to 2052.

Background

Benton County operates the Rattlesnake Mountain Shooting Facility ("the Range") along SR 225 north of Benton City as one of its 10 parks. The Range is managed for the County by the Tri-Cities Shooting Association ("TCSA"), a non-profit organization, under what we call a Lease/Concession Agreement ("sublease").

At roughly 1000 acres in size, the Range straddles two property ownerships...

- About half of the property is former US Bureau of Land Management ("BLM") property that was purchased by the County for about $120,000 in 2011. The County purchased the "patent", which is a fancy federal government way of saying that the property is heavily deed restricted.
- The remaining property is owned by the State of Washington, overseen by the Department of Fish and Wildlife ("DFW"). Benton County uses this property under what we would generally call a "lease" in everyday talk, but it is formally known as a Land Use Agreement. This is what we are addressing today.

In 2010, at the time that we were working on the purchase of the BLM property, TCSA suggested that we also try to extend the term of the Land Use Agreement. Their reasoning was that the organization chases a lot of grants, mostly state grants, and many of these grants require that an applicant who is a lessee have at least 20 years remaining on their leases. We pursued this with DFW and the Fish and Wildlife Commission agreed to extend our term to the end of 2040.

Thirteen years later, we find ourselves at a similar crossroads. Benton County is working on developing the new Law Enforcement Training Area ("LETA"). This is an exciting suite of improvements that have been discussed and planned for many years. However, LETA does change the nature of the Range somewhat. LETA will be run directly by the County, not through TCSA. As such, we want to specifically extract the area and activities of LETA

from the sublease with TCSA. Since we will be reworking the TCSA sublease a bit, it seems like a good time to extend its term; and in order to extend the term of the sublease, we need also to extend the term of the Land Use Agreement with the State so that they match. Since there are now only 17 years remaining on the Land Use Agreement, we find ourselves in that same 'less than 20 years remaining' issue described above.

Staff made a formal request to the Fish & Wildlife Commission through DFW to amend the Land Use Agreement to extend its term, and that request was granted by the Commission at their April 2023 meeting. A big thank-you to local DFW staffer Randy Carbary for shepherding this along. The Commission has agreed to extend the Agreement to **December 31, 2052**. Staff seeks County concurrence from the Board today.

With the Land Use Agreement amended, we will turn our attention to the sublease with TCSA, a revision to which has already been drafted. The Board should see that item later in the spring.

Fiscal Impact
None.

Recommendation
Staff recommends signing the amendment to the Agreement and extending its term.

Motion
"I move for the County to extend the Land Use Agreement with the State of Washington for use of the Rattlesnake Mountain Shooting Facility property, and that the Chairman be authorized to sign the *Second Amendment to Land Use Agreement*."

# # #

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE RATTLESNAKE MOUNTAIN SHOOTING FACILITY – AMENDING THE BENTON COUNTY / WASHINGTON STATE LAND USE AGREEMENT

WHEREAS, Benton County has had a Land Use Agreement – commonly referred to as a "lease" – with the State of Washington through its Department of Fish and Wildlife since 1987 for properties in Benton County that are used by the County as part of the Rattlesnake Mountain Shooting Facility; and,

WHEREAS, the Land Use Agreement was amended by the State and the County in 2010 to extend its term (the *First Amendment to Land Use Agreement*); and,

WHEREAS, both the State and the County wish to extend the term of the Land Use Agreement again so as to make it easier for the County and/or its sublessee to qualify for certain grants; **NOW THEREFORE**,

BE IT RESOLVED, that the Benton County Board of Commissioners authorizes the Chairman to sign the *Second Amendment to Land Use Agreement* by and between Benton County and the State of Washington, stating that the Agreement shall expire on 31 December 2052.

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: BOCC file
cc: Auditor, Prosecutor (Godinez), Parks, Park Board, Tri-Cities Shooting Association

Prepared by: A.J. Fyall

SECOND AMENDMENT TO LAND USE AGREEMENT

This Amendment, made and entered into this ____ day of _____2023, by and between the WASHINGTON STATE DEPARTMENT OF FISH AND WILDLIFE, hereinafter referred to as the "Department", and BENTON COUNTY, WASHINGTON, hereinafter referred to as the "County".

WHEREAS, the Department and the County entered into a Land Use Agreement on July 13, 1987, whereby the Department agreed to allow the County to use the lands described therein, directly or through a sub-lease to another entity, for a shooting range (the "Land Use Agreement"); and

WHEREAS, Agreement was amended on June 24th, 2010 to extend the term to December 31, 2040.

WHEREAS, the Department and the County desire to enter into this 2nd amendment to extend the term to December 31, 2052.

NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained herein, the parties hereto agree that the Land Use Agreement shall be amended as follows:

1. Paragraph 5 of the Land Use Agreement shall be deleted and replaced with the following language:

    5. The agreement shall expire on December 31, 2052, unless earlier terminated in accordance with paragraph 6 of this agreement.

2. All other provisions of the Land Use Agreement shall remain in effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have mutually agreed upon the terms and conditions of this instrument and have caused it to be executed as below subscribed:

Accepted:

BENTON COUNTY, WASHINGTON

_____
Date

_____
Will McKay, Benton County Chairman

WASHINGTON DEPARTMENT OF FISH AND WILDLIFE

_____
Date

_____
Cynthia Wilkerson, Lands Division Manager

STATE OF WASHINGTON

State of Washington

County of Benton

I certify that I know or have satisfactory ,evidence that Michael Alvarez is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Chairman of the Board of Benton County Commissioners to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Signed:_____

Notary Public in and for the State of Washington,

residing in _____.

My commission expires _____.

STATE OF WASHINGTON

County of Thurston

I certify that I know or have satisfactory evidence that Cynthia Wilkerson is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Lands Division Manager of the Washington Department of Fish and Wildlife to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Signed:_____

Notary Public in and for the State of Washington,

residing in Olympia.

My commission expires _____.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	2 May 2023
Subject:	Targeted Urban Area Property Tax Exemption Discussion
Presenter:	Karl Dye, TRIDEC; & Amanda Wallner, City of Richland
Prepared By:	Fyall
Reviewed By:	Rasmussen

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

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

Summary

Karl Dye of TRIDEC and Amanda Wallner of the City of Richland will introduce the topic of "Targeted Urban Area Property Tax Exemption" ("TUA") and discuss with the Board. The City of Richland is currently looking at TUA options for a portion of North Richland. This is intended to be an introductory discussion with no actions taken.

Fiscal Impact

None.

# # #

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	5-2-2023
Subject:	Approving a Memorandum of Understanding and Agreement Between the Boards of Commissioners of Benton and Franklin Counties for the Allocation of Juvenile Justice Center Operations, Facilities, Construction, and Usage Cost of the Juvenile Justice Center, Ownership of Juvenile Justice Center, and Rescinding Benton County Resolution 2016-942 & 2017-807 and Franklin County Resolution 2016-436 & 2017-332
Presenter:	Robert Blain
Prepared By:	Robert Blain
Reviewed By:	Jerrod MacPherson

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

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

Summary / Background Information

Pursuant to RCW 36.01.010 and RCW 36.32.120, the legislative authority of each county is authorized to enter into contracts on behalf of the county. They are also responsible for the care of county property, the management of county funds, and business. The Boards of Benton and Franklin Counties have previously entered into a Memorandum of Understanding for Juvenile Justice Center Operations and Facilities costs via Benton County Resolutions 2016-942 & 2017-807 and Franklin County Resolution 2016-436 & 2017-332.

Both Boards of County Commissioners have the desire to update the existing Memorandum of Understanding to address the future remodel of the Juvenile Justice Facility and the incorporation of the current Kennewick Annex building. Along with the revisions mentioned above, they wish to revise the allocation of costs for that facility, identify the Usage Fee for Franklin County for the Juvenile Justice Center, address the ownership of the Juvenile Justice Center property and facility, and reiterate the funding formula by which the counties allocate for the direct costs of operating the Juvenile Justice Center.

The current Juvenile Justice Center was built in 1979, with an addition added to the facility in 1996. The building and systems have increasingly been dilapidating over time and need significant improvement, including the fire alarm system, electrical, communications, and HVAC system. The parties agree that an appropriate renovation to the facility to extend its life and improve the facility so that it will serve its purpose for the long term will cost approximately $21,000,000 or more. Benton County has the available funding to bring the building up to code and more in line with the current & future needs. In return for Benton County funding the entire cost of the renovation of a jointly owned facility, Franklin County has agreed to relinquish its interest in and share of ownership of the current Juvenile Justice Center building and property that it sits on, the adjacent parcel and pay Benton County an ongoing Usage Fee in addition to sharing ongoing operating costs as it has historically done.

Fiscal Impact

Remodel Costs to Benton County are approximately $21 million Capital Fund/ARPA funds

Recommendation

Approve the Resolution & MOU as presented.

Suggested Motion

I move to approve the memorandum of understanding and agreement between the Boards of Commissioners of Benton and Franklin Counties for the allocation of the Juvenile Justice Center operations, facilities, construction, and usage cost of the Juvenile Justice Center, ownership of Juvenile Justice Center, and rescinding Benton County resolution 2016-942 & 2017-807 and Franklin County resolution 2016-436 & 2017-332

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO:_____

FRANKLIN COUNTY RESOLUTION NO: 2023-126

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

IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTANDING AND AGREEMENT BETWEEN THE BOARDS OF COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES FOR THE ALLOCATION OF JUVENILE JUSTICE CENTER OPERATIONS, FACILITIES, CONSTRUCTION, AND USAGE COST OF THE JUVENILE JUSTICE CENTER, OWNERSHIP OF JUVENILE JUSTICE CENTER, AND RESCINDING BENTON COUNTY RESOLUTION 2016-942 & 2017-807 AND FRANKLIN COUNTY RESOLUTION 2016-436 & 2017-332

WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120, the legislative authority of each county is authorized to enter into contracts on behalf of the county and have the care of county property and management of county funds and business; and

WHEREAS, the Boards of Benton and Franklin Counties have previously entered into a Memorandum of Understanding for Juvenile Justice Center Operations and Facilities costs via Benton County Resolutions 2016-942 & 2017-807 and Franklin County Resolution 2016-436 & 2017-332; and

WHEREAS, both Boards of County Commissioners desire to update the existing Memorandum of Understanding to address the remodel of the Juvenile Justice Facility and the incorporation of the Annex building, revise the allocation of costs for that facility, identify the Usage Fee for Franklin County for the Juvenile Justice Center, address the ownership of the Juvenile Justice Center property and facility, and reiterate the funding formula by which the counties allocate for the direct costs of operating the Juvenile Justice Center; and

WHEREAS, the current Juvenile Justice Center was built in 1979 with an addition added to the facility in 1996. The building and systems have increasingly been dilapidating overtime and are in need of significant improvement, which includes, the fire alarm system, electrical, communications, and HVAC system; and

WHEREAS, the parties agree that an appropriate renovation to the facility to extend its life and improve the facility so that it will serve its purpose for the long term will cost approximately $21,000,000 or more; and

WHEREAS, Benton County has the available funding to satisfy its share of such costs to bring the building up to code and more in-line with the current needs, but Franklin County does not have such funds available to pay for its cost share of roughly $7,000,000; and

WHEREAS, in return for Benton County funding the entire cost of the renovation of a jointly owned facility, Franklin County has agreed to relinquish its interest in and share of ownership of the current Juvenile Justice Center building and property that sits on parcel 133992020015001 and the adjacent parcel 133992020014002, and pay Benton County an ongoing Usage Fee in addition to sharing ongoing operation costs as it has historically done; and

WHEREAS, both parties wish to enter into the attached Memorandum of Understanding to allocate the costs of Juvenile Justice Center Operations, maintenance, renovation and usage and to address ownership of the current Juvenile Justice Center; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners hereby approves the attached Memorandum of Understanding and Agreement between the Boards of Commissioners of Benton and Franklin Counties for Juvenile Justice Center Operations, Facilities, Construction, Usage Costs, and ownership of the current Juvenile Justice Center property and facility; and

BE IT FURTHER RESOLVED, the Board of Franklin County Commissioners hereby approve the attached Memorandum of Understanding and Agreement between the Boards of Commissioners of Benton and Franklin Counties for Juvenile Justice Center Operations, Facilities, Construction, Usage Costs, and ownership of the current Juvenile Justice Center property and facility; and

BE IT FURTHER RESOLVED, the attached Memorandum of Understanding shall be effective as of January 1, 2023, and shall remain in effect until it is terminated or superseded by another Memorandum of Understanding.

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

BENTON COUNTY, WASHINGTON

_____
Chairman of the Board

_____
Chairman Pro Tem

_____
Commissioner

Constituting the Board of County Commissioners of Benton County, Washington

ATTEST:

_____
Clerk of the Board

Dated this 25 day of April, 2023

FRANKLIN COUNTY, WASHINGTON

_____
Chairman of the Board

_____
Chairman Pro Tem

_____
Commissioner

Constituting the Board of County Commissioners of Franklin County, Washington

ATTEST:

_____
Clerk of the Board

Original - Superior Court/Juvenile Justice Center
Cc: Auditor, Commissioners

MEMORANDUM OF UNDERSTANDING AND AGREEMENT BETWEEN THE BOARDS OF COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES REGARDING JUVENILE JUSTICE CENTER COSTS

WHEREAS, the Boards of Benton and Franklin County have previously entered into a Memorandum of Understanding for Juvenile Justice Center Operating and Facilities Costs via Benton County Resolution 2016-942 and amended by Resolution 2017-807 and Franklin County Resolution 2016-436 and amended by Resolution 2017-332; and

WHEREAS, the current Juvenile Justice Center was built in 1979, with an addition added to the facility in 1996; and

WHEREAS, the building and systems have increasingly been deteriorating over time; and

WHEREAS, Benton County has the ability to finance a major remodel of the current facility estimated to cost over $20 million dollars, to include incorporation of a separate Benton County owned building (the Annex) as part of the Juvenile Justice Center facility, to satisfy the current needs of our community; and

WHEREAS, Franklin County has agreed to relinquish its interest and share of ownership of the current Juvenile Justice Center building and property that sits on parcel 133992020015001 and the adjacent parcel 133992020014002; continue to share the operational cost of the services provided there and the future maintenance of the facility and pay a Usage Fee for the new facility in lieu of contributing to the renovation costs; and

WHEREAS, both Boards of County Commissioners desire to replace the parties' existing agreement and enter into a new Memorandum of Understanding to reflect the parties' agreed allocation for the costs of services and maintenance as well as Franklin County's Usage Fee for the new facility and consolidate ownership in Benton County's name.

IT IS THEREFORE MUTUALLY AGREED by all parties as follows:

1. The contributions for each county for Juvenile Justice Center Departments 171 and 172 shall be according to Benton County Resolution No. 2022-958 and Franklin County Resolution No. 202-345 adopted by the counties on December 20, 2022. No later than December 31, 2023, the contributions of each county for Juvenile Justice Center Departments 171 and 172 for the 2024 fiscal year shall be determined and set by a Joint Resolution in accordance with the following formulas:

   a. The costs reflected in Department 171 approved by the counties through their budget process shall be split between Benton County and Franklin County based upon the ratio of each county's juvenile population of twelve to seventeen year olds to the total Bi-County juvenile population, ages twelve to seventeen years old, averaged over five year periods. The ratio shall be determined as of the date that the annual budget call letter is released by Benton County and for that upcoming budget shall be the average percentage for each county based on the most recent five years of census data from the State of

Washington Office of Financial Management, or other State of Washington agency subsequently responsible for county census data, available on the date of the budget call letter.

b. The parties agree to share the costs reflected in Department 172 in the ratio of seventy-two percent (72%) paid for by Benton County and twenty-eight percent (28%) paid for by Franklin County.

2. No later than December 31, 2024, and each December 31st thereafter, the contributions of each county for Juvenile Justice Center Department 171 for 2025 and each following fiscal year shall be determined and set by Joint Resolution for the 2025 calendar year and all calendar years thereafter. The Juvenile Justice Center Operating Costs reflected in Department 171 approved by the counties through their budget process shall be split between Benton County and Franklin County based upon the ratio of each county's juvenile population of twelve to seventeen years old to the total Bi-County juvenile population, ages twelve to seventeen years old, averaged over five year periods. The ratio shall be determined as of the date that the annual budget call letter is released by Benton County and for that upcoming budget shall be the average percentage for each county based on the most recent five years of census data from the State of Washington Office of Financial Management, or other State of Washington agency subsequently responsible for the county census data, available on the date of the budget call letter.

3. Effective January 1, 2025, the parties agree to share the ongoing maintenance/facilities costs of the Juvenile Justice Center, formerly reflected in Facilities Department 172 adopted by both counties, by allocating the Juvenile Justice Center facility costs budgeted by Benton County using the same ratio as set forth above in Section 2 above. Franklin County acknowledges that upon completion of the contemplated renovation of the Juvenile Justice Center, Benton County's budgeted facility costs for the renovated Juvenile Justice Center will be in the sole discretion of Benton County and will be significantly increased to a level similar to the average facilities costs per square foot of other buildings owned and maintained by Benton County. The expected facility costs will also increase due to an expected increase in square footage of the renovated Juvenile Justice Center.

4. The employers' contribution for the VEBA program shall continue to be considered part of the operation costs set forth in the two counties' budgets for Department 171 for the Juvenile Justice Center and shall be allocated between Benton and Franklin counties in accordance with the ratios set forth above in Sections 1.a and 2 for operating costs.

5. Starting the first day of the eighth month following issuance of a Certificate of Occupancy after the renovation of the Juvenile Justice Center, Franklin County will pay Benton County a monthly Usage Fee of $12,500 per month as compensation for Franklin County's use of the new facility and the right to locate the juvenile services for Franklin County within Benton County's building. This eight month delay in the requirement to pay the Usage Fee is in consideration of the value of Franklin County's ownership interest in the facility prior to renovation and is based on the Opinion of Value provided by the Benton County Treasurer and the Franklin County Auditor.

6. Benton County will pay the cost to renovate the current Juvenile Justice Center and the Annex building. Future work on the facility that extends its useful life, enhances its value or adapts its function will be considered capital improvement costs that will be paid by solely Benton County and undertaken at its discretion.

7. Within thirty (30) days of execution of this MOU, Franklin County will execute a quit claim deed to convey to Benton County all ownership Franklin County has in the current Benton/Franklin Juvenile Justice Center that sits on tax parcels 133992020015001 and 133992020014002 and that is legally described on Exhibit A attached hereto

8. By January 20th of 2023 and each year thereafter, Benton County shall submit an invoice to Franklin County identifying the amount owed under Section 5, if any, and amounts owed for operations and facilities costs for January and February using the percentages required by Sections 1 or 2 above and the budgeted amounts for that year for Department 171 and for 2023 and 2024 only for Department 172 that were approved by the counties. Thereafter, to maintain adequate cash flow in the Juvenile Justice Center Fund, Benton County will bill Franklin County by the 20th of each following month for payment of the Usage Fee due under Section 5 and Franklin County's share of the upcoming month's budgeted expenses, again using the percentages required by Section 1 or 2 above and the budgeted expenses for Departments 171 (and Department 172 for 2023 and 2024 only). Payments by Franklin County under this Section 8 for operations and facilities maintenance costs are for the estimated amount Franklin County owes for the actual expenditures for each month. An accounting and payment adjustment will be submitted under Section 12 below so that Franklin County ultimately only pays its share of actual expenditures in addition to the Usage Fee owed.

9. Franklin County also will pay Benton County an administrative fee to address the indirect costs incurred by Benton County in connection with the operation of the Juvenile Justice Center. The monthly administrative costs payable to Benton County shall be the sum of one twelfth (1/12) of the total budgeted expenses reflected in Department 171 Operations, Department 172 Facilities (adopted by both counties for 2023 and 2024 and by Benton County only for subsequent years), Department 173 Fee-for Services, and Department 174 Grant of the Juvenile Justice Center approved budget, multiplied by Franklin County's percentage of operating and facilities costs as determined by Section 1.a and 1.b above for 2023 and 2024 or as determined by Section 2 for subsequent years, multiplied by five percent (5%). In other words, if the annual budgeted expenditures for those 4 departments amounts to twenty thousand dollars ($20,000) and the Franklin County portion of operating and facilities costs established under Section 1.a & 1.b is thirty three percent (33%), the calculation of Franklin County's month administrative fee under this subsection for that particular year would be 20,000 x 1/12 x .33 x .05.

10. Benton County shall calculate the total monthly administrative fee owed by Franklin County and add that amount to the monthly invoice that will be submitted to Franklin County for the monthly contributions and payments of Franklin County required under Sections 1 through 5 of this Memorandum of Understanding.

11. Franklin County agrees to pay all amounts due under Sections 1 through 10 of this Memorandum of Understanding within twenty (20) days of the date of each invoice.

12. By April 15th of each year, Franklin County shall receive a final invoice for the prior year showing the credit, if any, to which Franklin County is entitled with respect to its payments under Section 8 above by comparing Franklin County's appropriate share of the actual expenditures for Departments 171 and 172 of the Juvenile Justice Center Operations and Facilities budgets, using the percentages set forth in Section 1.a and 1.b above for 2023 and 2024 and Section 2 for subsequent years, to the amount Franklin County paid over the prior year pursuant to Section 8. The invoice will also reflect the appropriate credit, if any to which Franklin County is entitled with respect to its payments under Section 9 (administrative fee) above. That credit, if any, shall be calculated by using annual expenditures for the year in Department 171, 172, 173 and 174 multiplied by five percent (5%) and multiplied by the applicable percent under Section 1.a and 1.b for 2023 and 2024 and under Section 2 for subsequent years, all subtracted from the total payments for the year that were made under Section 9 (administrative fee) above.

13. This Memorandum of Understanding shall commence January 1, 2023 and shall remain in effect until it is either terminated or superseded by another Memorandum of Understanding.

14. Until January 1, 2033, this agreement may be terminated by a party only if:

a. the other party breaches one or more of its obligations hereunder and fails to cure such breach within thirty (30) days of receipt of written notice of such breach from the other party, with such termination being effective at the end of such thirty (30) day cure period; or

b. the Juvenile Justice Center facility has refused to accept one of more juvenile offenders being prosecuted by that party for three (3) consecutive months solely due to inadequate housing capacity of the facility, then either county may terminate this agreement effective at the end of a Benton County budget cycle only and only if written notice of then intent to terminate under this provision is given and received by the other board of county commissioners at least six (6) months prior to the effective date of such termination.

15. After January 1, 2033, if either Benton County or Franklin County determines that the allocation of costs or fees charged under this Memorandum of Understanding is no longer appropriate or desires to terminate this agreement for any other reason, either county may terminate this agreement effective at the end of a Benton County budget cycle only and only if written notice of the intent to terminate this agreement is given and received by the other board of county commissioners at least twelve (12) months prior to the effective date of such termination.

16. The Memorandum of Understanding approved by Benton County Resolution 2016-942 and Resolution 2017-807 and Franklin County Resolution 2016-436 and Resolution 2017-332 are superseded as of the date this MOU is executed to the extent inconsistent with the MOU. This Memorandum of Understanding contains the entire agreement and understandings of the parties hereto with respect to the Juvenile Justice Center costs and supersedes and nullifies all other writings or agreements related thereto.

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

BENTON COUNTY, WASHINGTON

_____
Chairman of the Board

_____
Chairman Pro Tem

_____
Commissioner

Constituting the Board of County Commissioners of Benton County, Washington

ATTEST:

_____
Clerk of the Board

Approved as to form:
Ryan K Berrm, DPA

Dated this 25 day of April, 2023

FRANKLIN COUNTY, WASHINGTON

_____
Chairman of the Board

_____
Chairman Pro Tem

_____
Commissioner

Constituting the Board of County Commissioners of Franklin County, Washington

ATTEST:

_____
Clerk of the Board

Approved as to form:
_____
PROSECUTING ATTORNEY'S OFFICE

Original - Superior Court/Juvenile Justice Center
Cc: Auditor, Commissioners

EXHIBIT A

Parcel number: 133992020015001

THE HIGHLANDS, PLAT A: THAT PORTION OF TRACT 15, LYING NORTH OF COUNTY ROAD: LESS THE NORTH 100 FEET OF THE WEST 100 FEET OF THE EAST 160 FEET, EXCEPT 60 FEET SOUTH AND EAST FOR ROAD. EASEMENT 9-23-77, 12-29-55.

Parcel number: 133992020014002

THE HIGHLANDS, PLAT A: PORTION OF TRACT 14, DEFINED AS FOLLOWS: BEGINNING ON THE NORTH BOUNDARY LINE OF TRACT 14, AND NORTHEAST CORNER OF RIVERVIEW HEIGHTS PLAT: THENCE EASTERLY 341.74 FEET TO THE NORTHEAST CORNER OF SAID TRACT: THENCE SOUTHERLY ALONG EAST LINE 349.09 FEET: THENCE NORTH 44 DEGREES 53'15" WEST 480 FEET MORE OR LESS TO EASTERLY BOUNDARY OF RIVERVIEW HEIGHTS PLAT: THENCE NORTH A DISTANCE OF 18 FEET MORE OR LESS TO POINT OF BEGINNING.